

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BRONNER MINOR SUBDIVISION

This Declaration of Covenants, Conditions, and Restrictions of Bronner Minor Subdivision (the "CC&Rs") are entered into as of April 8, 2022 by Mark R. Bronner and Cynthia L. Bronner (together, the "Declarants").

RECITALS:

WHEREAS, Declarants are the owners of all real property known as the Bronner Minor Subdivision, which property is located in a portion of the SW ¼ of section 8 T. 21 N., 29 W., P.M.M., County of Sanders, State of Montana and further described on **Exhibit A** attached hereto and incorporated herein by reference (collectively referred to herein as the "Premises"); and

WHEREAS, Declarants have subdivided the Premises into individual lots (each a "Lot") according to the Certificate of Survey No. 3749, which has been duly filed and recorded in the office of the Clerk and Recorder of Sanders County, Montana; and

WHEREAS, Lots 2, 3, and 4 of the Premises (individually, each a "Residential Lot" and collectively, the "Residential Lots") are to be solely for residential use and subject to the limitations and restrictions set forth in these CC&Rs; and

WHEREAS, Lot 1 of the Premises (the "Ranch Parcel") is for both residential and other purposes and is not to be subject to the limitations and restrictions of these CC&Rs; however, certain rights set forth in these CC&Rs shall inure to the benefit of the Ranch Parcel, all as further set forth below.

NOW THEREFORE, Declarants for the benefit of the Premises, hereby make, declare, and impose the following limitations, restrictions, regulations, and uses upon the Residential Lots running with the land and binding all present and future owners of any part of any Residential Lot, and Declarants further declare that each Residential Lot is and shall be held, transferred, sold, conveyed and occupied subject to the restrictive and protective covenants, easements, chargers, and liens set forth in these CC&Rs.

1. **DEFINITIONS.** The following terms shall have the meanings set forth below:

1.1. "Certificate of Survey" means that certain Certificate of Survey No. 3749 recorded with the Clerk and Recorder of Sanders County, Montana.

1.2. "Owner" means the recorded owner (including, without limitation, the Declarants), whether by one or more persons or entities, of fee simple title to a Residential Lot.

1.3. "Ranch Parcel" shall mean Lot 1 as shown on the Certificate of Survey.

1.4. "Ranch Parcel Titleholder" means the recorded owner, whether by one or more persons or entities, of fee simple title to the Ranch Parcel.

1.5. "Residential Lot" shall mean each of Lots 2, 3, and 4 as shown on the Certificate of Survey.

1.6. "Structure" means any construction erected or placed upon any Residential Lot, including, without limitation, parts of and/or additions to, buildings, cisterns, water reservoirs, drainage

systems, walls, fences, antennas, walks and driveways, and/or any other improvement affixed to a Residential Lot.

2. **APPLICABLE PROPERTY.** Each Residential Lot shall be held, transferred, sold, conveyed and occupied subject to the terms of these CC&Rs, all of which are for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Residential Lots, shall run with the land composing each Residential Lot and be binding on all parties having or acquiring any right, title, or interest in any Residential Lot, and shall inure to the benefit of each Owner as well as to the Ranch Parcel Titleholder.

3. **GENERAL RESTRICTIONS AND COVENANTS.**

3.1. **Residential Use.** No Residential Lot shall be used except for the purpose of providing a one (1) single residence for a single family. No Structure shall be erected, altered, placed, or permitted to remain on any portion of any Residential Lot other than in use as a single-family private dwelling having a garage no larger than is necessary for the storage of three automobiles or pickup trucks. All dwellings or houses constructed on a Residential Lot must be newly constructed and have a continuous perimeter foundation of concrete or concrete blocks. Minor Structures incidental to one (1) single family residence shall be permitted.

3.2. **Setbacks.** No Structure shall be erected on any Residential Lot within 30 feet of the front line of each Residential Lot, within 30 feet of the side of each Residential Lot, and within 50 feet of the back line of each Residential Lot.

3.3. **Building Standards.** The following construction standards shall be followed for all Structures:

3.3.1. All residential construction and or restoration, once begun, shall be completed as to exterior finish within eighteen (18) months.

3.3.2. No residential Structure at any time of what are commonly known as "boxed" or "sheet metal" construction shall be built or moved onto any Residential Lot; no bare aluminum steel, galvanized surfaces or other metallic unpainted at-the-factory surfaces shall be permitted; no single or double wide mobile homes.

3.3.3. Each Structure once constructed on a Residential Lot shall be kept in good condition, repair, and appearance, normal wear and tear excepted. No Owner shall allow any Structures to become dilapidated, a hazard, or a nuisance to other Owners. If all or any portion of a Structure is damaged by fire or other casualty, then promptly after such damage occurs the applicable Owner shall diligently rebuild, repair, or begin substantial restoration of the Structure's condition within six (6) months after the damage occurs. If the Owner desires not to rebuild, repair, or restore upon destruction or damage of the Structure(s), the Owner shall remove all debris and maintain the Residential Lot in a presentable and orderly manner.

3.3.4. Any fencing constructed on a Residential Lot shall be of post and pole or rail construction. Fencing must be kept in repair. Any defective fencing must be repaired as soon as practicable. Fencing that is not kept in repair is subject to be Section 81-4-106 of the Montana Code

Annotated (as the same may be amended or modified); provided that the applicability of Section 81-4-106 shall in no way limit the terms of these CC&Rs (including, without limitation, Section 3.11 below).

3.4. No Further Subdivision. No Residential Lot may be further subdivided.

3.5. Storage. No materials, machines, motor vehicle parts or other personal property may be accumulated or stored on a Residential Lot unless such article is stored and completely enclosed within buildings or other Structures except as otherwise provided in these CC&Rs. No "junk vehicle" as defined in Section 75-10-501 of the Montana Code Annotated (as the same may amended or modified) or any successor statute shall be stored or kept on any Residential Lot unless wholly enclosed in a building, nor shall any inoperable motor vehicle, boat or similar equipment or vehicle which is in a state of disrepair be stored or kept on a Residential Lot unless wholly stored inside a building. Recreational vehicles such as boats, RVs, and camper trailers may be stored on a Residential Lot so long as such vehicles are kept in good repair and condition. All sewage/septic/grey water storage and or containment systems shall be limited to those incorporated in the recreational vehicle's original design. Recreational vehicles parked for periods of time greater than ten (10) days shall be parked on a poured concrete slab, graveled area, or other suitable foundation other than bare ground.

3.6. No commercial or industrial logging or construction equipment nor any trucks greater than a one (1) ton capacity shall be stored or kept on any Residential Lot or elsewhere on the Residential Lots except during periods that such equipment is actively used in improvement of Residential Lots or roads.

3.7. Commercial Activity. No trade, craft, business, profession, or commercial or manufacturing or farming activity of any kind other than home occupations shall be carried on or conducted on any Residential Lot and/or in any Structure located on a Residential Lot, other than home occupations which is an occupation, profession, or craft wholly carried on within the confines of a residence of an Owner and which does not change the residential character of the residence or the broader Residential Lot and is conducted in a manner as to not create any outward appearance of a business being run on the Residential Lot, and which does not infringe on the right of any other Owners to enjoy peaceful occupancy of their residences and Residential Lots. No drilling or excavation (other than to the extent necessary for residential purposes) may be conducted on a Residential Lot.

3.8. Utilities. Each Owner shall be responsible, and its own cost and expense, for driveways to and from public roadways, drilling of wells for domestic water, sewage disposal systems, and utility installation, including power and communications lines, which shall be installed underground from the nearest public street. No activity shall be conducted in violation of any federal, state, or local law, ordinance, regulation, and/or rule with respect to water supply, air pollution, sewage disposal, or sanitation.

3.9. Trash and Garbage. No trash, garbage or other refuse shall be thrown or dumped on any Residential Lot. Each Owner shall provide suitable trash receptacles for temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance. There shall be no burning of refuse outdoors.

3.10. Signs. No sign, billboards or other advertising structure of any kind shall be erected or maintained on any Residential Lot for any purpose, except for standard size signs advertising a Residential Lot for sale.

3.11. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Residential Lot except that one horse and a reasonable number of dogs, cats, or other domesticated animals commonly considered household pets may be kept. Those domesticated animals or household pets must be kept within the boundaries of the applicable Owner's Residential Lot by fence or whatever means is necessary. Vicious or barking dogs shall not be kept or maintained on any Residential Lot at any time.

3.12. **Firearms.** Except in an emergency situation when necessary for the preservation of life or property, the discharge of firearms shall be prohibited.

3.13. **Offensive Activity.** No noxious or offensive activity shall be conducted upon any Residential Lot, nor shall anything be done which may become an annoyance or public nuisance; nor shall any Residential Lot be used in any way for any purpose which shall endanger the health, safety or welfare or unreasonably disturb the residents of any other Residential Lots or any adjacent landowners.

3.14. **Noxious Weeds.** All Owners shall comply with the Sanders County Weed Policy and any disturbed areas shall be reseeded to minimize erosion and weed growth.

3.15. **Outdoor Lighting.** All outdoor lighting will be installed in a manner not to disturb any residents of any Residential Lot or any adjacent landowners including but not limited to property owners across public use roads and streets. All lighting will be installed to shine in a downward direction.

4. **REMEDIES.** In the event of a material breach or threatened breach by any Owner of any of the terms, covenants, restrictions or conditions of these CC&Rs, either an Owner or the Ranch Parcel Titleholder shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. All Owners agree that by taking ownership of a Residential Lot, a violation of the terms of these CC&Rs shall cause other Owners and the Ranch Parcel Titleholder irreparable harm and such non-defaulting parties shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of these CC&Rs, a non-defaulting party, in addition to all remedies available at law or otherwise under these CC&Rs, shall be entitled to injunctive or other equitable relief to enjoin said violation or threat thereof.

5. **MISCELLANEOUS.**

5.1. **Restrictions Not Applicable to Ranch Parcel.** For avoidance of doubt, Declarants note that the General Restrictions and Covenants set forth in Section 3 above are only applicable to each Residential Lot and the Owners thereof and that none of the General Restrictions and Covenants set forth in Section 3 above will in any way limit, condition, and/or restrict the Ranch Parcel, the use of the Ranch Parcel, and/or the Ranch Parcel Titleholder. However, as noted herein, the written consent of the Ranch Parcel Titleholder shall be required in order to amend these CC&Rs, and the Ranch Parcel Titleholder shall be entitled to remedies for a breach of these CC&Rs by an Owner of a Residential Lot.

5.2. **Amendment.** The conditions, restrictions, agreements, and covenants contained in these CC&Rs shall not be waived, altered, abandoned, terminated, or amended, in whole or in part except by written agreement duly recorded within the Office of the Clerk and Recorder of Sanders County,

Montana and entered into by and among (a) the Owners of all Residential Lots and (b) the Ranch Parcel Titleholder. Further, these CC&Rs may not be altered, abandoned, terminated, repealed, or amended, in whole or in part, without the prior written consent of the Sanders County Commissioners.

5.3. **Real Property Taxes.** Each Owner shall be responsible for all real property taxes and assessments associated with such Owner's Residential Lot.

5.4. **Attorneys' Fees.** In the event an Owner or the Ranch Parcel Titleholder institutes any legal action or proceeding for the enforcement or interpretation of any right or obligation herein contained, or any appeal in connection with a lower court judgement with respect thereto, the prevailing party in such action or proceeding or appeal, after a final adjudication, shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding or appeal.

5.5. **No Waiver.** No waiver of any default of any obligation by an Owner or the Ranch Parcel Titleholder shall be implied from any omission by an Owner or the Ranch Parcel Titleholder to take any action with respect to such default.

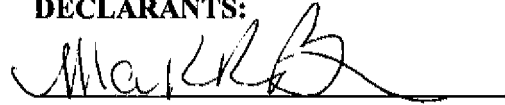
5.6. **Governing Law.** The laws of the State of Montana shall govern the interpretation, validity, performance, and enforcement of these CC&Rs.

5.7. **Counterparts.** These CC&Rs may be signed in multiple counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarants have executed this Declaration of Covenants, Conditions, and Restrictions of Bronner Minor Subdivision as of the date first listed above.

DECLARANTS:

A handwritten signature in black ink, appearing to read 'Mark R. Bronner', written over a horizontal line.

Mark R. Bronner

A handwritten signature in black ink, appearing to read 'Cynthia L. Bronner', written over a horizontal line.

Cynthia L. Bronner

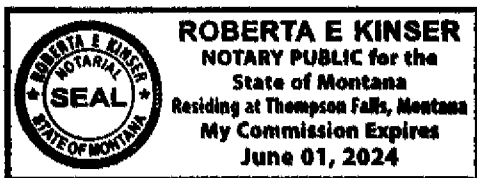
ACKNOWLEDGEMENT

State of Montana

County of Sanders

The attached record was acknowledged before me on April 8, 2022
(Date)

by Mark R. Bronner and Cynthia L. Bronner
(Name of signer(s))



Roberta E. Kinser
(Notary Signature)

[Affix stamp above]

This certificate has been attached to the Declaration of Covenants, Conditions, and Restrictions of Bronner Minor Subdivision consistent of 7 pages, dated April 8, 2022.

Any evidence that this certificate has been detached or removed from the above-described document may render the notarization invalid or unacceptable.

EXHIBIT A

Legal Description of the Premises

Lots 1 through 4 on that certain Certificate of Survey No. 3749 recorded with the Clerk and Recorder of Sanders County, Montana.