

DECLARATION OF COVENANTS FOR ARROWHEAD ACRES SUBDIVISION
ADOPTED AND EXECUTED BY THE OWNERS OF TRACT D OF COS 2104
AND TO BE RECORDED AS PART OF MAJOR SUBDIVISION PLAT NO. _____

THESE COVENANTS are hereby made and entered into by Charles G Duffy, Sharon L. Duffy, Wesley D. Kremer, and Kersten L. Kremer, Developers of the Arrowhead Acres major subdivision as follows:

WHEREAS, the Developers of Tract D of COS 2104 located within portions of G.L.O Lot 4 of Section 18 and portions of G.L.O. Lot 1 of Section 19 all in Township 5 South, Range 9 East have filed a major subdivision plat creating eighteen (18) lots on this property in Park County, Montana; and

WHEREAS, the Developers identified above are the owners of the affected property being subdivided by said major subdivision and they desire to adopt certain covenants for this subdivision.

NOW, THEREFORE, the following covenants and conditions are made to apply to the Arrowhead Acres Subdivision, and are for the use and benefit of the owners of said tracts created by the subdivision:

1. The parties hereto shall be the owners at any time of Lots 1 through 18 of the Arrowhead Acres major subdivision, and are hereafter referred to as the “owners” or “lot owners”. The Developers will maintain control of the Arrowhead Acres subdivision and approve and enforce said provisions of these covenants until 10 lots have been sold. After the sale of the 10th lot, the Developer will pass control of the Homeowners Association to the owners as provided in this document. After the Homeowners Association officers are elected, the Developers will be entitled to the same rights as other owners and will have one (1) vote for each remaining lot owned.
2. Lot sizes shall not be smaller than 1.5 acres. Therefore, further subdivision of Lots 1 through 18 is not allowed.
3. The owners of all properties within the Arrowhead Acres subdivision shall control noxious weeds on their property and comply with Park County regulations, the State of Montana regulations (Montana County Noxious Weed Management Act, title 7 chapter 22), and the approved Arrowhead Acres weed control plan.
4. The lots created by subdivision of Tract D shall become members of the to be formed Arrowhead Acres Homeowners and Water Users Association (AAHWUA) created for the subdivisions of Tracts D of COS 2104. All owners of these eighteen lots are members of said Water Users Association. The Water Users Association shall hold ownership of irrigation water rights, manage distribution of irrigation water to individual lots, maintain fire suppression pond and associated delivery equipment, collect assessments from lot owners, and encourage the harmonious and cooperative interaction of the members of the AAHWUA. The homeowners association may collect dues and special assessments from the owners to pay expenses incurred to repair the irrigation water distribution system and the fire suppression pond and the associated delivery equipment.

5. The owners of all properties within Arrowhead Acres major subdivision shall keep the road and access easements within the subdivision properly maintained and in good repair, shall make such repairs and improvements as shall be required from time to time to meet at least the minimum requirements of the Park County Subdivision Regulations, and shall keep all easements and roadsides free from noxious weeds, obstructions, and encroachments. Lot owners are responsible to control stormwater runoff on their lot. This includes constructing a berm at least 12 inches high and forty feet long along the lower edge of landscaped area on a lot.
6. Members of the Homeowners Association shall be responsible for the maintenance of the fire fill site and all other related infrastructure including roads, the turn around and the stand pipe. The infrastructure shall be inspected every six months by a licensed inspector paid for by the Homeowners Association.
7. The owners of Lots 1 through 18 have legal and physical access by easement from the three easements designated on the plat as “60 ft. wide Public Access and Public Utility Easement”. The road constructed from East River Road past Lots 4-10 and 12-18 and connecting to Busby Lane just south of Arrowhead School is named Obsidian Road and the cul-de-sac to access Lots 1-3 is named Sheepeater Trail. Access to Lot 11 is directly to the East River Road. Each lot owner shall share equally in all required expenses for the maintenance, repair, improvement and other work on the subdivision roads (including snow plowing, maintenance of drainage swales, and eradication of noxious weeds within the easements).
8. Each lot served by these subdivision access roads shall have one vote in making decisions regarding repair, improvements, common areas, or other work on the subdivision roads and 60 ft wide easements, and assessing costs and expenses to be paid equally by the property owners served by these roads, with a majority vote being decisive on all issues. Costs associated with noxious weed control, maintenance of the fire suppression pond and associated distribution system, and any other items required by the State, County or other applicable regulations are mandatory and do not require a majority vote by owners. The Homeowners Association is empowered to authorize expenses associated with such mandatory regulatory or safety requirements and subsequently charge them to the owners without a majority vote. The costs and expenses shall be divided equally among the lot owners and shall not be in proportion to the amount of land owned or the amount of use made of the roads. Good judgment should be applied and such items should be forecast and budgeted and approved on an annual basis.
9. Each individual lot owner shall be responsible to pay in full for any and all damage they inflict or cause to be inflicted upon a subdivision road or common area due to negligence, abuse, unauthorized or improper snow plowing, or the operation of heavy trucks, construction equipment or other vehicles not normally operated on a subdivision road. All residents who regularly use the subdivision roads are requested not to accelerate or decelerate quickly while driving a vehicle on a subdivision road in order to minimize the creation of wash-boarding of the gravel road surface. The main entrance to the subdivision is located at Obsidian

Road and East River Road. A secondary access as required by Park County is located at Obsidian Road and Busby Road and should not be used as a primary ingress/egress route.

10. All utilities including telephone shall be placed underground. This includes utilities to and between any structures on a lot including outbuildings.
11. The owners of all properties within the subdivision shall keep their water, sewer, irrigation water distribution piping and utility systems, and all associated easements within the subdivision properly maintained and in good repair, shall make such repairs and improvements as shall be required from time to time to meet at least the minimum requirements of the DEQ, Park County Health Department regulations for septic systems and any other applicable rules and regulations of the Park County Subdivision Regulations, State of Montana, and Arrowhead Acres subdivision. All wells and septic systems for each lot must be installed within the designated areas as annotated on the Water and Sanitation Site Layout.
12. The irrigation water distribution piping system which is designed and constructed to serve Arrowhead Acres shall be operated and maintained, and expenses paid by the owners of the lots served in accordance with covenants #4 and the AAHWUA. The private irrigation pipelines and laterals and the Mill Creek Pipeline transmission main are within the 60 ft wide private access and public utility easements shown on the final plat. Access within these easements is provided by Lot owners for operation, maintenance and improvement of buried irrigation pipelines and surface riser connections. No permanent structures are to be constructed within the Mill Creek Pipeline easement.
13. Each lot (including land and improvements) shall be used and occupied for single family residential purpose only. The construction of a single family residence for the purpose of vacation rental property is allowed. The term "single family residential purpose" shall be deemed to prohibit the use of any lot for duplex apartment, or other apartment use.
14. No mobile homes, or "double-wide" trailers, as defined by applicable federal, state or county standards, rules and regulations, may be placed or erected within this subdivision. The use of high quality modular components that have been prepared off site and re-erected on site such as log home and timber frame structures are acceptable only upon approval of the Homeowners Association. In all cases, homes must sit on a permanent foundation.
15. Any person owning two (2) or more adjacent lots may consolidate such lots into a single building residential site. The owner(s) shall continue to pay fees and have voting rights in accordance to the number of lots owned. Water well and septic areas must be adhered to locations on the individual lots as annotated on the Water and Sanitation Site Layout plat.
16. All building plans must be approved by the Homeowners Association prior to any construction start. Houses shall be a minimum of 1,200 sq ft of heated area. This

- calculation is exclusive of garages, carports, external parking areas, decks and porches. Main roof structures must have a minimum of roof pitch of 6" in rise for every 12" of horizontal run. No structure including roof peaks may exceed 30 feet in height as measured from the point where the lot driveway intersects the subdivision access road.
17. Roofs: Roofing materials shall be Class A fire resistant, such as asphalt shingles or painted architectural metal. Highly reflective galvanized metal roofing shall not be used. Styles and types should be selected to resist damage from wind.
 18. Foundation Walls: All exterior foundation walls shall be covered with earth or commonly used finish materials such as stucco, rock, brick, wood, etc.
 19. Exterior Materials for all Buildings: The exterior finishes of buildings constructed on these lots shall be colored to blend with the environment. The dominant materials for exterior finishes shall be wood, rock, brick, stucco and glass. No aluminum or plastic siding is allowed. The exterior construction of any building must be completed within twelve months after commencement of construction.
 20. Outbuildings: Outbuildings, except greenhouses, should match or compliment the color, siding and roofing materials of the main residence. All detached buildings should have a pitched roof design. Only one (1) additional outbuilding is allowed on each lot (detached garage or guest house does not count as an outbuilding). Outbuildings are subject to the same height restrictions as noted in section 16. Portable metal buildings or sheds are NOT permitted on any lot.
 21. Garage Construction: A garage capable of accommodating a minimum of two cars and adequate household storage shall be constructed on any lot on which a residence exists. It may be connected to the main house structure or as a separate building with a similar construction and appearance as the main house.
 22. Signs: All signs shall have written approval of the Arrowhead Acres Homeowners Association. All permanent signs shall be constructed of natural materials such as wood or rock and landscaped to soften the visual impact. All lots will have address signs which meet the rural addressing requirements of Park County GIS.
 23. Exterior Lighting: In order to preserve the nighttime views of the sky, neighborhood and surrounding mountains, exterior lighting shall be subdued, and down lighting techniques installed. Outside lighting shall be limited to fixtures and bulbs which cast light downward toward the specific area on the individual property to be lighted, and effectively shield and minimize the horizontal spread of light to prevent excessive glare to pedestrians, vehicular traffic or neighboring properties. Spot lighting should be used only as needed to provide for safety or to enhance architectural appearance. In addition, lighting shall not remain on continuously through the night time hours. The use of mercury vapor, and high pressure or low pressure sodium vapor lamps are expressly prohibited from use.
 24. Landscaping: All areas disturbed by improvements must be either landscaped or restored and reseeded to a natural or agricultural state approved by a Park County

Extension Agent to prevent erosion from water and/or wind. Overall landscaping is recommended to blend with or enhance the existing natural landscape of the area. Native plants that do not require large amounts of supplemental water are encouraged. Lawns shall be no larger than 10,000 square feet and must be complete within one (1) year after occupancy of the main structure or dwelling. Underground sprinkler systems are required on all lawns.

25. Trash Receptacles: Each owner will ensure that any outside trash receptacles are in accordance with all state, and county regulations with regard to ensuring that garbage is in approved, secure containers that cannot be accessed by wild animals.
26. Fences: The owners of all properties within Arrowhead Acres subdivision shall share the cost of maintaining common boundary fences with neighboring properties in accordance with applicable state laws. All fences except as specifically noted or approved should be “wildlife friendly” and should be constructed so that it does not unnecessarily impede wildlife from passing through the subdivision. Solid fences greater than 4 feet in height, which may block the view of any adjacent owner, or impede the ability of wildlife to pass through, are generally not allowed. A solid fence up to six feet in height may be used to enclose a small landscaped area where owners want to prevent wildlife from eating the vegetation (such as an orchard or lawn area adjacent to house). Any solid fences must be approved by the Homeowners Association prior to construction. Barb wire fences are not allowed between lots or adjacent to state, county or subdivision platted roads.
27. All structures except for fences must be set back a minimum of 50 ft from any subdivision road. This setback requirement does not apply to the East River Road or Busby Lane.
28. Removal or addition of dirt: The digging of dirt or the removal of dirt from any lot is prohibited, except as necessary in conjunction with landscaping, or construction of buildings and improvements on the lot. Any excess dirt generated from said construction and not used in landscaping shall be removed from the lot. Any gravel or borrow materials brought into the subdivision must be certified weed free.
29. Duty of maintenance: Lot owners shall have the responsibility, at their sole cost and expense, to keep the lot in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
 - a. Prompt removal of all litter, trash, refuse and waste.
 - b. Weed control on a regular basis. All lots shall be mowed at a minimum of three (3) times a year.
 - c. Keeping lawn and garden areas alive, free of weeds and attractive
 - d. Watering landscaped areas
 - e. Keeping exterior lighting, driveways, parking areas and fencing, in good

repair.

- f. Repainting of improvements, and repair of exterior damage to improvements.
30. If at any time a lot owner fails to control weeds, grass, or other unsightly growth, the Homeowners Association may issue a letter giving the owner 10 days to correct the noted deficiencies. If the deficiencies are not corrected within 10 days, the Homeowners Association shall have the right to enter said lot and correct the deficiencies. The costs associated with this shall be promptly paid by the lot owner.
31. The grazing and keeping of livestock to include horses, cattle, sheep, llamas, pigs, or other animals shall NOT be permitted on any lot within this subdivision.
32. No more than two dogs and two cats older than six months shall be allowed on any lot within this subdivision. Any dog must be under control by fence, chain, leash or lead at all times.
33. The owners of all lots within the major subdivision shall be aware of the potential for ranching and farming activities on adjacent lands and recognize that practices associated with these activities may generate noise, dust, lights from equipment operating at night and odors that conflict with the peace and quiet of rural residential living. The owners and residents of this major subdivision recognize the neighboring landowners' right to conduct these ranching or farming activities, and that such agricultural practices should not be a matter of complaint to Park County officials or Arrowhead Acres Homeowners Association.
34. Residents of this subdivision should be aware that wildlife may damage domestic plants and landscaping, and may be a threat to domestic animals and pets.
35. Cottage Industry: Cottage industries can be operated within residences and accessory buildings within this subdivision provided the following provisions are met: 1) Activities must be conducted and storage maintained totally inside the residence or accessory buildings; 2) Activities must not produce noise, smoke, odors, hazardous wastes, excessive traffic, debris, unsightly conditions or eyesores; 3) Activities must not involve the use of chemicals that could result in contamination of air, ground or water, or use potable water in excess of the quantity normally allowed for a single family residence; 4) Activity must not produce domestic type wastewater in excess of quantities normally allowed for a single family residence or industrial wastewater that would require treatment beyond the biological treatment provided by a standard septic tank and drain field.
36. No Unsightliness: No unsightliness shall be permitted on any lot. Without limiting the generality of the forgoing: All unsightly structures, facilities, equipment, objects, and conditions shall be enclosed within approved structures or screened from view.
37. Driveways and Parking: The construction and maintenance of driveways to residences and parking are the responsibility of the lot owner. Driveway and

- parking areas are recommended to be concrete, asphalt or gravel. Unconstructed two-track driveways to and from parking areas around residences are not allowed due to the increased wind erosion of topsoil, channeling of sediment to developed roads by storm water runoff, and the eyesore created. Lot owners are responsible for providing drainage ditches along driveways in order to collect and detain stormwater as outlined in “Stormwater Runoff Control Requirements” as specified on Water and Sanitation Site Layout.
38. Lots Adjacent to Fire Suppression Pond are required to pull water from the pond for the purpose of watering landscaped areas on their lots (attach outside sprinkler system). This is to promote a flow of water through the pond during the summer months. The fire suppression pond will be refilled via the Mill Creek Pipeline and/or water wells specifically for fire suppression replenishment.
 39. Nuisances and Eyesores: Metal storage containers, unused vehicles, inactive excavations, scrap piles of any material, in open view of the platted roads, the East River Road, Busby Lane, Arrowhead School property or other lots shall be considered a nuisance and an eyesore, and are not allowed. Wood piles for the purpose of storage of wood for use in fireplaces, and wood burning stoves are allowed, but must be stacked in an orderly fashion so as not to create the appearance of an eyesore.
 40. Amendments: Amendments to these covenants may be made with the approval of the owners of at least 60% of the lots. In addition, amendments to items 3, 4, 5, 6, 7, 11, 12, 25, and 33 of these covenants, which address specific provisions required by the conditions of preliminary approval originally set forth by the Park County Commissioners must receive the approval of the Park County governing body prior to being filed with Park County Clerk and Recorder, and taking effect.
 41. These covenants shall run with the land and shall inure to the benefit of and be binding upon the heirs, executors, beneficiaries, successors and assigns of the owners. All rights and responsibilities of the parties as set forth herein shall be an appurtenance and/or burden upon the lots within the Arrowhead Acres subdivision. Membership in the Homeowners Association and adherence to the covenants is mandatory for all lot owners.
 42. The owners may enforce these covenants through legal proceedings at law or in equity. All lot owners by purchase of said property are bound by these covenants and conditions and consent to the creation of a lien against the owners’ property to the extent of nonpayment of any assessments, dues, or maintenance levied by the Homeowners Association. If legal action becomes necessary to enforce any terms of these covenants, the prevailing party shall be reimbursed its costs, expenses and legal fees by the party not prevailing.

Charles G. Duffy, Property Owner

Sharon L. Duffy, Property Owner

STATE OF MONTANA)
):ss.
County of Park)

On this ____ day of _____, 2007, before me, _____

a Notary Public in and for the State of Montana, personally appeared CHARLES G. DUFFY and SHARON L. DUFFY, known to me to be the persons who signed the forgoing instrument and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Official Seal the day and year herein first above written.

(Seal)

Notary Public for the State of Montana
Residing at _____, Montana
My Commission expires _____
(4 digit year)

Wesley D. Kremer, Property Owner

Kersten L. Kremer, Property Owner

STATE OF Texas)
):ss.
County of Collin)

On this ____ day of _____, 2007, before me, _____

a Notary Public in and for the State of Texas, personally appeared WESLEY D. KREMER AND KERSTEN L. KREMER, known to me to be the persons who signed the forgoing instrument and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Official Seal the day and year herein first above written.

(Seal)

Notary Public for the State of Texas
Residing at _____, Texas
My Commission expires _____
(4 digit year)