

ARROW HILL HOMEOWNERS CC&R'S,
BYLAWS AND AMENDMENTS
as of SEPTEMBER 2023

CC&R'S (9/2023).....	Page 2-17
BY-LAWS (9/2023).....	Page 18-23
ENFORCEMENT and PENALTIES) ...>.....	Page 24-25

320 SOUTH 2ND STREET
HAMILTON, MT 59840

**AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
ARROWHILL HOMEOWNERS ASSOCIATION,
INC.**

THIS AMENDED DECLARATION is made this 11th day of August, 2023, by Arrowhill Homeowners Association, Inc., a Montana non-profit corporation ("Association") and hereby agrees to amend and restate the Covenants, Conditions, Restrictions, and Easements for Arrowhill as follows:

RECITALS:

- A. Harold & Marilyn Mildenberger ("Declarant") subdivided certain real property located in Ravalli County known as the Arrowhill Subdivision for the development of residential homesites and imposed thereon beneficial protective covenants under a general plan of improvement for the benefit of such real property, every part thereof and interest therein.
- B. The original Declaration of Protective Covenants, Conditions, Restrictions and Easements for Arrowhill Homeowners Association, Inc. are recorded in Book 213 Deeds Page 43, Document No. 393376, records of Ravalli County (hereinafter "Arrowhill Covenants"), and relate to the following described real property located in the Arrowhill Platt, filed April 18, 1995 as Subdivisions 87, 393374 in Ravalli County, State of Montana ("the Property"):
- C. This Amended Declaration supersedes, replaces, and incorporates the original Arrowhill Covenants and any subsequent amendments thereto.
- D. This Amended Declaration has been approved by 75% of all lots within the subdivision. A document containing the necessary approval signatures is attached as Exhibit "A".

NOW, THEREFORE, The Property shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following easements, restrictions, covenants, liens, and conditions, all of which are in furtherance of a uniform plan of development, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. The easements, restrictions, covenants, liens, and conditions hereof shall run with the real property and shall be binding on and enforceable by all parties having or acquiring any possessory right, title or interest in the described properties or any part thereof, and shall be for the benefit of each owner of any portion thereof and inure to the benefit of and be binding upon each heir, successor, or assignee in interest of such owners.



STATE OF MONTANA RAVALLI COUNTY Page: 1 of 14

DOCUMENT: 789290 COVENANTS

RECORDED: 8/11/2023 11:09:12 AM

Regina Plettenberg, CLERK AND RECORDER

Fee \$122.00 By

Carinna M Newton

Deputy

ARTICLE I: DEFINITIONS

Association: shall mean the Arrowhill Homeowners Association, Inc., a Montana non-profit corporation, its successors and assigns.

Common Area: shall mean all real property shown on any recorded plat of the premises in which the Association owns an interest for the common use and enjoyment of all of the members. Said interest or interests may include, without limitation: estates in fee, estates for a term of years, or easements. The definition shall not include (1) any platted lot unless the Association is the owner thereof and (2) any property which has been dedicated to and accepted by any public authority or body which has assumed the obligation to maintain the same.

Lot: shall mean and refer to one or more of the separately designated and legally described freehold estates shown, numbered and designated on the recorded plat of Arrowhill Subdivision, and recorded in the office of the Clerk and Recorder of Ravalli County, Montana.

Structure: shall mean any construction erected or placed upon any lot, including but not limited to, parts of and additions to buildings, walls, fences and other enclosures, television and other antennas, walks and driveways.

Member: shall mean any person or entity holding-membership in the Association pursuant to its articles of incorporation and its by-laws.

Owner: shall mean the record Owner (including without limitation the Declarant), whether one or more persons or entities, of the fee simple title to any lot or parcel of property except that (1) where a lot or parcel of property has been sold by Declarant on an installment sale basis pursuant to a security instrument, the buyer thereunder (provided he is not in default under said security instrument), and not the Declarant or Granter, shall be deemed to be the Owner, and (2) the term Owner shall not mean or refer to a mortgagee. unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Immediate Family: shall mean husband, wife, son, daughter, father or mother, or brothers or sisters of the foregoing.

ARTICLE II: MEMBERSHIP & VOTING

1. Every Owner Shall Be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from the ownership of any lot or parcel of property subject to assessment. Declarant shall be a member of the Association so long as they have any voting right under this Article.
2. Voting Rights. The Association has a single class of voting membership. All members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as such persons among themselves determine, but in no event shall more

than one (1) vote be cast with respect to any Lot.

3. Proxies. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution. A proxy may be cancelled by notice executed by the member with like formality and directed to the Secretary. Proxies shall not be binding on purchasers of property from the grantor of the proxy.

ARTICLE III: ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot or parcel of property (including Declarant), by entering into an installment purchase of lot or parcel of property or by acceptance of a deed therefor is hereby deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements for the benefit of all Owners, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person or persons who were the Owner of such property at the time when the assessment fell due.
2. Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents on the Property including, but not limited to improvement and maintenance of a common irrigation system, road and pathway maintenance and repairs until such time as said roads may be accepted for maintenance by a public authority, and expenses of enforcing the terms of this Declaration against violators. All invoices shall be itemized and funds collected for particular assessments, dues, and/or service charges shall be disbursed only in payment for expenses of such systems.
3. Amount of Assessments The amount of the annual assessments shall be fixed by a unanimous vote of the Board of Directors after due consideration of current maintenance costs and future anticipated needs of the Association.
4. Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements for the benefit of all Lot or parcel Owners, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of all of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.
5. Notice and Quorum for Any Action Authorized Under Sections III, 3 and 4 Written notice of any meeting called for the purpose of taking any actions



authorized under Section III, 3 or 4 shall be sent to all members then entitled to voting rights not less than thirty days nor more than sixty day in advance of the meeting. At the first such meeting called, the presence of members and proxies entitled to cast fifty (50%) percent of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be sixty days following the preceding meeting.

6. Uniform Rate of Assessment Both annual and special assessments for members must be fixed at a uniform rate for all lots or parcels of property and may be collected on a monthly, quarterly or annual basis at the discretion of the Board of Directors of the Association.
7. Date of Commencement of Annual Assessments, Due Dates. The Board of Directors by unanimous vote shall fix the amount of the annual assessment against each lot or parcel of property at least thirty days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner or member subject thereof. The due dates shall be established by the Board of Directors and may be made payable in monthly or quarterly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.
8. Assessments for Covenant Violations. The Board of Directors may, through its adopted rules and regulations, establish a fine or penalty against the owners of any lot found to be in violation of these Covenants after written notice and a reasonable opportunity to cure or correct such violation. The fine or penalty imposed by the Board of Directors for a Covenant violation shall be considered an assessment upon the lot subject to the violation and shall be considered a lien upon such lot pursuant to Section 1 of this Article.
9. Effect of Nonpayment of Assessments: Remedies of the Association Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of ten (10) per cent per annum and said assessment together with interest thereon, shall become a continuing lien on the lot which shall run with the land. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. As a part of any such proceeding the Association shall be entitled to reimbursement of all costs of collection, including court costs and attorney fees. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or parcel of property, or conveyance or transfer of title to the lot or parcel of property. In addition to all other remedies for nonpayment of assessments, the Association may suspend, as to the lots or parcels of property and/or owners in question, all services or use of Association managed facilities, for which assessments are levied. Prompt restoration of such privileges shall resume upon full payment of the delinquent payments, interest, and collection costs.



10. Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide agreement for deed from Declarant to the Lot owner, first mortgage, or trust indenture. However, the sale or transfer of any lot or parcel of property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV: MINIMUM BUILDING AND USE RESTRICTIONS

No structure which fails to meet the following minimum standards shall be erected on any lot or any common area.

1. Structures

a. Dwelling and Out Buildings. None of the Lots in the subdivision or parcels of property may be used or improved for other than private residential purposes, and no more than one single family dwelling & garage housing up to six motor vehicles, and usual and necessary out buildings shall be erected, placed or maintained on any lots. All newly constructed single family dwellings shall have a minimum floor area, exclusive of basements, open porches, or garages, as follows:

Lot numbers 1, 2, 3, 4, 5, 6, 7, 8, 43, 44, 45, 46 and 47, 48, 49, 50, 51, 52, shall have a minimum floor area, exclusive of basements, open porches, or garages of Fifteen Hundred Square Feet (1,500 sq.ft.).

Lot numbers 15, 16, 17, 21, 26, 27, 34, 35, 36, 37, 41, & 42, shall have a minimum floor area, exclusive of basements, open porches, or garages of One Thousand Seven Hundred Fifty Square Feet (1,750 sq. ft).

Lot numbers 9, 10, 11, 12, 13, 14, 18, 19, 20, 22, 23, 24, 25, 28, 29, 30, 31, 32, 33, 39 and 40, shall have a minimum floor area, exclusive of basements, open porches, or garages, of Two Thousand Square Feet (2,000 sq. ft).

No residential structures over 26 feet shall be allowed without prior written approval of the Board of Directors and the Design or Architectural Committee, and such approval shall be based on the site location of the proposed structure, aesthetics, and compliance with covenants.

There shall be no more than four (4) outbuildings. Each such outbuilding shall conform in appearance with said dwelling house. Both dwelling house and out-buildings are subject to approval of the Design Committee. No building shall be constructed outside of the Setback & Drainfield Plan identified as Sheet 3 of 3 of the Arrowhill Subdivision Plat as filed and recorded with the Ravalli County, Montana. All front setbacks not otherwise labeled are 100 feet. All side and rear setbacks not otherwise labeled are 50 feet. No building shall be built closer to the property lines than the

setbacks indicated on this plan. No building shall exceed a height of twenty-six (26) feet, unless otherwise approved by the Board of Directors or the Design Committee. All structures shall be completed within one year from start of construction.

2. Business and Industries. No lot in the subdivision or building or improvement erected thereon shall at any time be used for the purpose of conducting any industry, trade, profession, manufacturing or business of any description, or for hospitals, duplexes, apartment houses or any other multiple dwelling houses except that nothing herein shall preclude an owner from maintaining and operating a home occupation out of the residence for example, but not limited to, computer business, sales, or professional business. If the residence is managing a business, at no time shall that business infringe on the neighborhood privacy or aesthetics. As an example, no visible operational product, inventory, machinery will be visible from community roadside or neighbors. Additionally, said business shall not be noisy, noxious or have more than one employee or customer parked on premises at a time.
3. Vehicle Parking. Improvements on each residential lot shall provide for off-street parking and no motor vehicles shall be placed or parked so as to impede or obstruct pedestrians or vehicular traffic along any road easement within the Property. No heavy equipment shall be kept on the Property, except during periods of construction activity thereon, unless the same are kept in an enclosed building. All trailers, including but not limited to camp trailers, utility trailers, horse trailers, recreational vehicles, and boats may not be placed or parked on the Property, except in an enclosed building or screened from view of the street and adjacent neighbors, for a period exceeding two weeks.
4. Sign Control. No signs, billboards, posters or other advertising devices of any kind or character may be erected or displayed upon any of the residential lots or the Common Areas except for Declarant's subdivision promotion signs and small signs not over 10 feet square in area displayed to identify the occupants of a dwelling or professional office or offering a property for sale.
5. Fencing. Fences must be well constructed, neat in appearance and meet all requirements of Montana law. All perimeter fencing shall be of treated posts, five (5) inches minimum in diameter, with five (5) barbed or barbless wires and spaced twelve (12) feet between posts, with appropriate wire spacing. All privacy fencing around the homes shall be constructed in accordance with the design of the home and shall be pre-approved by the Design Committee and be no more than six (6) feet in height on the back and sides and no more than four (4) feet in height in the front of the house. Wire mesh to contain small animals must be attractively incorporated with the privacy fence.

It is agreed between the Declarant herein named and the Developer that a fence three (3) foot in height shall be constructed along the East bank of the ditch which lies on the Western edge of the subdivision. Once constructed it shall be incumbent and the burden of the lot owners owning



property along said ditch to repair, mend, replace or otherwise maintain this fence.

6. Temporary Structures. No structure of a temporary character, including but not limited to trailers, mobile homes (single wide or double wide), set together or expanding trailer houses, modular homes, tents, shacks, barns, or outbuildings other than as above described, shall be constructed, placed or occupied on any Lot at any time as a residence except for one consecutive six (6) month period during the construction of a permanent home. Residential structures shall not be occupied until the exterior is completed, painted or stained and the water supply and sewer systems completed with the written approval of the local health authority. No building or structure of any type may be moved onto the above property, except for modular homes.

7. Trash and Debris. No uncovered trash, debris, organic or inorganic wastes shall be permitted to accumulate so as to offend the senses on any Lot or Common Area or in any easement adjacent thereto, but shall be promptly and efficiently disposed of. No dump ground or burial pit shall be used on any part of the Property.

No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction, or materials or substance used in reasonable agricultural activities and kept in a reasonable and orderly manner. No machinery or equipment shall be placed or operated upon any Lot except such machinery as is used in the maintenance of a private residence or in agricultural or small farming operations and is enclosed by a fence or other enclosure which precludes visibility of such machinery or equipment. At no time shall abandoned equipment or machinery, junk vehicles, or other trash or debris of any description be allowed to accumulate.

8. Excavations. Mining, quarrying, oil drilling, or excavation developments of any kind shall not be allowed on any Lot except for such excavation as may be necessary in connection with the construction or placement of improvements thereon in accordance with this Declaration.

9. Septic Systems. No cesspool, septic tank or other sewage or other sewage disposal system shall be installed, maintained or used upon a Lot without prior approval of the Ravalli County Sanitarian or any other governmental bodies having jurisdiction.

10. Noxious Weeds. No noxious weeds shall be allowed to accumulate on the premises.

11. Maintenance of Lots and Improvements. All Lots and all improvements thereon shall be kept and maintained by the owner hereof, in a clean, safe, attractive and sightly condition and in good repair. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Only normal family living shall be allowed, and communal living in any form or to any extent is



expressly forbidden.

12. Hazardous Activities. No activities shall be conducted on any Lot and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot, except while under the direct supervision, control and surveillance of the Lot owner and only in conjunction with normal ranching or farming operations.
13. Safety or Security Lighting. No light shall be emitted from any Lot which is unreasonably bright. No dusk to dawn security/mercury lights on tall poles will be allowed. Ordinary seasonal (Christmas, etc.) lights are permitted; decorative and yard lights will be permitted. No lights shall exceed 26 feet in height above the ground. All outside lighting or light fixtures shall be directly shielded from the view of the adjoining Lot Owners so that no direct lighting shall be visible from adjacent lots. All lights shall be down lighting with no fluorescent lights to be pointed in any direction other than down and shall not be of the type considered radius lighting nor shall the glow be able to be observed from adjoining Owner's Lots. No sound shall be emitted from any Lot which is unreasonably loud or annoying. No odor shall be emitted from any Lot which is noxious or offensive to others. No snowmobiles, motor bikes and other off-road vehicles may be used on the property, except as required to access or exit the site.
14. Subdividing of Lots. No Lot, or other property area created under any Supplemental Declaration may be divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership.
15. Adjoining Lot Ownership. Two or more adjoining Lots, or other parcels of property of the same land classification which are under the same ownership may be combined and developed as one parcel. Setback lines along the common boundary line of the combined parcels may be removed with the written consent of the Design Committee, if the Design Committee finds and determines that any improvements to the structures within these setback lines will not cause unreasonable diminution of the view from other property. If setback lines are removed or easements changed along the common boundary lines of combined parcels, the combined parcels shall be deemed one parcel and may not thereafter be split and developed as two parcels.
16. Farm Animals. There may be no more than two (2) farm animals per lot (swine and goats prohibited) up to three (3) acres, then one (1) additional farm animal per acre up to five (5) acres, without permission of the Arrowhill Homeowners Association.
17. Household Pets. Household pets such as dogs and cats are restricted to their owner's property and will be subject to expulsion from the property upon complaint by two (2) or more land owners, and upon a finding by the majority of land owners that said animal creates a continuing nuisance.
18. Utility Lines. All utilities upon any Lot for the transmission of



utilities, telephone service, the reception of audio or visual signals or electricity, and all pipes for water, gas, sewer, drainage, or other purposes, shall be installed and maintained below the surface of the ground. Satellite T.V. dishes are acceptable. Location must be approved by the Architectural or Design Committee.

19. Irrigation of Lot. No User is authorized to make any changes to the community Irrigation Water Delivery System on the water supply side of their designated riser. Homeowners using the water supply must not allow continuous discharge of water into the earth when their irrigation system is not in use. Irrigation must be done on each Lot so that a green appearance is maintained throughout the subdivision. If a land owner fails to irrigate the Land the Homeowners Association has the right to hire someone to do the irrigation the cost of which will be borne by the land owner.
20. Driveways. All access easements and driveways shall be paved within one (1) year from the time the exterior of the residence is completed and shall thereafter be maintained as originally improved.

ARTICLE V: DESIGN COMMITTEE

1. Design Committee. The Design Committee shall be appointed by the Board of Directors at the first annual meeting. The design committee shall be comprised of odd numbers in total (three or five or seven) beginning with three and increasing to five as land owners increase in number, but such committee shall not be greater than seven members.
2. Review. The design committee shall review all structures, landscape and irrigation plans for aesthetics, code compliance, location on lot and compliance with the balance of these covenants.
3. Submission of Preliminary Drawings. The owner shall submit preliminary drawings for review and comment. An estimated two weeks review should be expected. Preliminary drawings must include location of structures on site, well and septic system locations, exterior elevations of intended structures with approximate height of ridges and peaks, building foot print profile and square feet. Exterior deck locations, and landscaping.
4. Final Drawings. The owner shall provide final drawings for committee review. The goal for the committee is to verify correlation with the preliminary review and verify code compliance, as well as help reduce sub-standard construction methods.
5. Purpose of Committee. The purpose of the Design Committee is not to be intentionally restrictive. The Design Committee's intent is to aid the land owners in the following areas.
 - A. Secure the most desirable location on each Lot for taking advantage of the surrounding views while securing privacy from adjacent neighbors.
 - B. Provide continuity between residence and supporting out buildings.



C. Provide down the road harmony between all residences while maintaining individuality.

D. Avoid sub-standard construction which could be aesthetically displeasing, generate costly corrective measures, as well as influence future resale options.

ARTICLE VI: GENERAL PROVISIONS

1. Lots and Parcels of Property Benefited. The lots and parcels of property benefited and subject to this Declaration of Protective Covenants are as described on the plat recorded with the Ravalli County Clerk & Recorder.
2. Enforcement. The Association, or any Owner, including Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter.
3. Severability. Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provisions hereof which shall remain in full force and effect.
4. Amendment. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land for a term of ten years from the date this Amended and Restated Declaration is recorded, after which time such covenants shall automatically be extended for successive ten year periods, unless an instrument revoking or amending these covenants in whole or in part is approved in writing (including electronic signatures) by the owners of seventy-five per cent (75%) of all lots within this subdivision, and recorded with the Ravalli County Clerk and Recorder's Office.

ARTICLE VII: OTHER SUBDIVISIONS

1. Other Subdivisions. It is anticipated that the twenty-five (25 acres) directly to the south of the Arrowhill Subdivision will be subdivided in the future. In the event that this property is subdivided, under a controlled subdivision, and a Homeowners Association is formed, then the owners of those lots in connection with their own Homeowners Association shall negotiate with the Arrowhill Subdivision Homeowners Association for the right to participate in all aspects of these covenants and restrictions, including any and all rights, duties, and obligations which are made a part of these covenants. The right to use all roadways and streets in the Arrowhill Subdivision shall accrue to the owners of all lots to the South of Arrowhill, PROVIDED THAT ARROWHILL HOMEOWNERS ASSOCIATION SHALL HAVE THE RIGHT TO ASSESS NECESSARY FEES FOR ROAD MAINTENANCE TO THE OWNERS OF LOTS IN THAT SUBDIVISION OR ANY OTHER ASSESSMENTS AS NECESSARY. It is understood and agreed there shall be no more than five (5) additional lots which

shall benefit from the Covenants of Arrowhill Subdivision.

All persons, corporations, partnerships or other entities which shall purchase lots in Arrowhill Subdivision shall be deemed to accept and be bound by this Article as well as all Articles in these covenants, and further, it is understood that all roadways, streets, etc. shall be open for the use of the public forever, and the right to use each roadways, streets, etc. may be granted to others by the Declarant herein named, for the use and benefit of other lands owned by the Declarant

ARTICLE VIII: SEPTIC SYSTEMS

1. The term of the Association as it pertains to this Article shall be in perpetuity or until the properties are included in a permitted public sewer district, and thereafter the owners shall be subject to all other covenants set out herein and to the restrictions imposed by the public sewer district.
2. Annual maintenance of the septic systems must be provided in accordance with Ravalli County Health Regulations, Addendum 93-01, as may be amended from time to time.
3. Operations and maintenance of each on-site septic system installed in Arrow Hill shall be in accordance with the approved "On-Site Wastewater Treatment and Disposal Systems Operations and Maintenance Plan" attached as Exhibit "B" and by this reference and made a part of these covenants. Each lot owner shall be responsible for installing a septic system as described in the attached Exhibit "B" known as the "Singulair Individual Aerobic Home Wastewater Treatment Plants with Bio-Kinetic™ System", as manufactured by Norweco, Inc., or other equal system as approved by NSF Standard 40 and the Ravalli County Health Department under Addendum 93-01. The Association shall require an annual fee to include the cost of the semi-annual maintenance of the septic systems, the costs of monitoring and reporting, and other costs of system operation in accordance with the approved "Plan".

ARTICLE IX: WATER RIGHTS AND IRRIGATION

1. Irrigation water for the property (each lot) is appurtenant to the property and the right to membership in the Daly Ditches Irrigation District is transferred with title to the real property.
2. The Owner/Developer shall make available to each lot, one (1) irrigation riser suitable for irrigation of each lot. The riser will be placed in such a manner as to make it as convenient as possible and each riser may service multiple lots. Any irrigation pipe placed on the lot shall be of suitable aluminum main-line pipe. It is the intention of the Owner/Developer to place portions of said pipe underground and portions of the said pipe above ground for distribution of the irrigation water to each lot. Thereafter, each lot owner shall be responsible for the maintenance and/or replacement of the mainline pipe and riser.
3. There shall be an express easement across each and every lot for the placement, maintenance, removal and replacement, repair or operation of the



irrigation system.

4. All owners shall pool the use of their irrigation water to obtain the most beneficial use of said water in any given area, subject to the rules and regulation of Daly Ditches Irrigation District and all rules promulgated by the Arrowhill Homeowners Association.
5. The times and frequency of such irrigation by the owners shall be established by the Arrowhill Homeowner's Association Board of Directors appointed/hired Irrigation Coordinator.
6. Every owner shall timely pay for any irrigation charges or assessments made by Daly Ditches Irrigation District.

ARTICLE X: ROAD MAINTENANCE AGREEMENT

1. All parcels shown on the plat as Arrowhill Subdivision and filed with the Ravalli County Clerk & Recorder shall be subject to these restrictive covenants and this road maintenance agreement.
2. All roads and streets shown on the plat of Arrowhill Subdivision and filed with the Ravalli County Clerk & Recorder shall be subject to this road maintenance agreement.
3. This road maintenance^{*} section and these restrictive covenants shall be binding on any person or entity having an interest in parcel or lot which is subject to this road maintenance agreement and restrictive covenants.
4. The decision to undertake any road maintenance, subsequent to the filing of these restrictive covenants, shall be the responsibility of the lot owners and shall be placed before the lot owners and shall require a majority (over 50%) vote of the lots (by their owners) in the subdivision. Any decision to undertake minimal maintenance or repairs of less than ten (10) times the annual dues of an owner shall be left with the Board of Directors of the Homeowners Association. Any amount greater than ten (10) times the annual dues of an owner shall be placed before a vote of the general members, and shall comply with other sections of these restrictive covenants and this road maintenance agreement particularly.
5. Each lot shall entitle the owner to one (1) vote regarding the decision to undertake road maintenance. Multiple owners of one lot shall only be entitled to one (1) vote. Persons owning multiple lots shall be entitled to one (1) vote per lot.
6. Maintenance and repair or replacement costs shall be assessed by dividing the total requirement by the number of lots, resulting in an equal assessment for each lot.
7. All lot owners agree that no lot as described on the plat of Arrowhill Subdivision shall be allowed to be split into smaller separate lots, unless the division has been approved by a majority of the then owners of all lots in the subdivision.
8. In the event an assessment becomes delinquent, the assessment together with interest thereon, and cost of collection, shall become a continuing lien on the lot.
9. This road maintenance agreement portion of the restrictive covenants is

perpetual and cannot be rescinded or revoked by the lot owners or the homeowners association, unless the county or the state agrees to maintain the roadway described by this agreement.

10. Road maintenance shall include dust control, snow removal, ordinary maintenance and reconstruction if necessary.

11. All users of the roads as shown in the plat of Arrowhill Subdivision, shall use the roads at their own risk and hazard. The Developer, Owner, or any lot owner shall not be liable for any damage, loss or responsibility of any kind which may be suffered by any person using the roads, which loss results from the roads construction or maintenance. Accordingly, all persons using the roadway for any reason are deemed to have consented to the provisions of this paragraph, and waive any claim they may have for any such liability, and agree to release and hold harmless the Developer, Owner or any lot owner.

IN WITNESS WHEREOF, the undersigned herein, has executed this Amended and Restated Declaration this 11 day of August, 2023.


Ralph Hayden


Jim Pickens


Suzanne Anest

STATE OF MONTANA
County of Ravalli

On this day of 11th Day of August, 2023 before me, the undersigned, a Notary Public for the State of Montana, personally appeared, Ralph Hayden, Jim Pickens & Suzanne Anest (AHHOA President, Treasurer & Secretary), known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.


Notary Signature

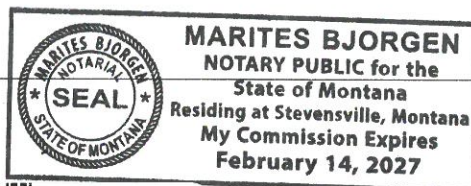


EXHIBIT A

APPROVAL DECLARATION

It is hereby declared that the Amended and Restated Declaration of the Protective Covenants, Conditions, Restrictions and Easements for Arrowhill Homeowners Association, Inc. has been approved by 75% or more of all lots within the subdivision, and the Board of Directors hereby declare and acknowledge the authorization to file and record the approved changes.

The amended and restated provisions are in accordance with **Article II: Membership & Voting** as well as **Article VI: General Provisions - Item number 4** entitled "Amendment".

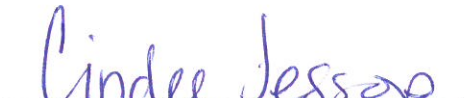
Documentation of each of the ballots received is maintained by Cardinal Properties Inc, the property management company for the association. Copies of the ballots are also maintained for the association records by the Arrowhill Homeowners Association Secretary.

IN WITNESS WHEREOF, the undersigned herein, has executed this Exhibit "A" Approval Declaration this 11 day of August, 2023.


Ralph Hayden, President


Jim Pickens, Treasurer

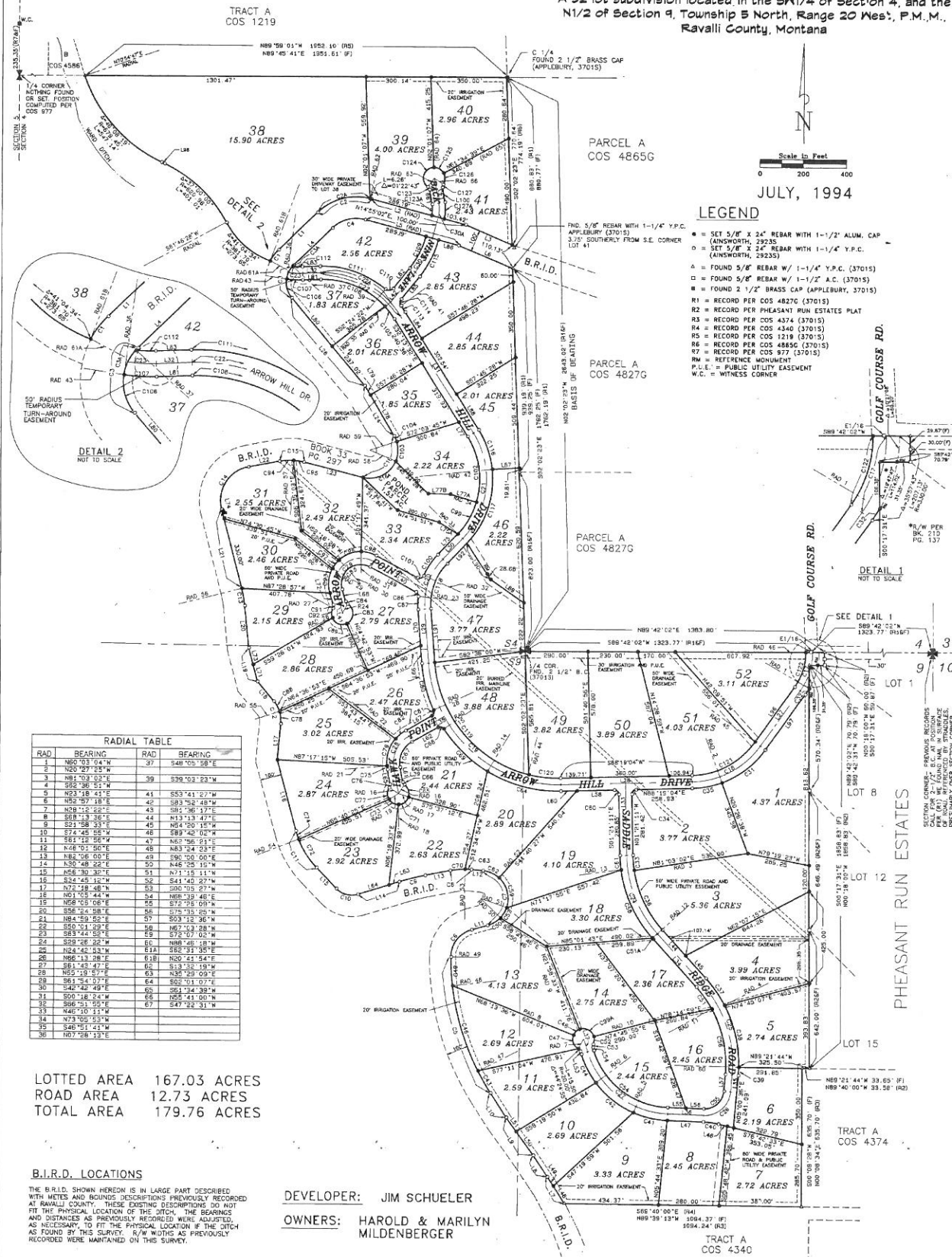

Suzanne Anest, Secretary


Cindee Jessop, Cardinal Properties, Inc.



ARROW HILL

A 52 lot subdivision located in the SW1/4 of Section 4, and the N1/2 of Section 9, Township 5 North, Range 20 West, P.M., M., Ravalli County, Montana



RAD	BEARING	RAD	BEARING
1	N60°03' 04" W	37	S40°05' 58" E
2	N62°27' 05" W	38	S40°03' 23" W
3	N64°20' 03" W	39	S40°03' 23" W
4	S55°36' 01" E	40	S55°41' 01" E
5	N52°58' 10" E	41	S53°52' 48" E
6	S50°17' 10" E	42	S51°58' 36" E
7	S48°12' 22" E	43	S51°13' 44" E
8	S46°10' 03" E	44	N51°00' 15" E
9	S44°09' 03" E	45	N50°00' 00" E
10	S42°08' 03" E	46	N48°56' 51" E
11	S40°07' 03" E	47	N48°56' 51" E
12	N48°06' 56" E	48	N48°56' 51" E
13	N46°06' 56" E	49	N48°06' 56" E
14	S44°08' 22" E	50	N48°05' 55" E
15	S42°08' 22" E	51	N47°11' 15" W
16	S40°08' 22" E	52	S44°14' 07" W
17	N37°58' 48" E	53	S40°00' 05" W
18	N35°58' 48" E	54	S37°58' 48" E
19	S35°58' 06" E	55	S37°58' 06" E
20	S33°58' 06" E	56	S37°58' 06" E
21	S31°58' 06" E	57	S37°58' 06" E
22	S29°58' 06" E	58	S37°58' 06" E
23	S27°58' 06" E	59	S37°58' 06" E
24	S25°58' 06" E	60	S37°58' 06" E
25	S23°58' 06" E	61	S37°58' 06" E
26	S21°58' 06" E	62	S37°58' 06" E
27	S19°58' 06" E	63	S37°58' 06" E
28	S17°58' 06" E	64	S37°58' 06" E
29	S15°58' 06" E	65	S37°58' 06" E
30	S13°58' 06" E	66	S37°58' 06" E
31	S11°58' 06" E	67	S37°58' 06" E
32	S09°58' 06" E	68	S37°58' 06" E
33	S07°58' 06" E	69	S37°58' 06" E
34	S05°58' 06" E	70	S37°58' 06" E
35	S03°58' 06" E	71	S37°58' 06" E
36	S01°58' 06" E	72	S37°58' 06" E
37	N00°00' 00" E	73	N00°00' 00" E
38	N00°00' 00" E	74	N00°00' 00" E
39	N00°00' 00" E	75	N00°00' 00" E
40	N00°00' 00" E	76	N00°00' 00" E
41	N00°00' 00" E	77	N00°00' 00" E
42	N00°00' 00" E	78	N00°00' 00" E
43	N00°00' 00" E	79	N00°00' 00" E
44	N00°00' 00" E	80	N00°00' 00" E
45	N00°00' 00" E	81	N00°00' 00" E
46	N00°00' 00" E	82	N00°00' 00" E
47	N00°00' 00" E	83	N00°00' 00" E
48	N00°00' 00" E	84	N00°00' 00" E
49	N00°00' 00" E	85	N00°00' 00" E
50	N00°00' 00" E	86	N00°00' 00" E
51	N00°00' 00" E	87	N00°00' 00" E
52	N00°00' 00" E	88	N00°00' 00" E
53	N00°00' 00" E	89	N00°00' 00" E
54	N00°00' 00" E	90	N00°00' 00" E
55	N00°00' 00" E	91	N00°00' 00" E
56	N00°00' 00" E	92	N00°00' 00" E
57	N00°00' 00" E	93	N00°00' 00" E
58	N00°00' 00" E	94	N00°00' 00" E
59	N00°00' 00" E	95	N00°00' 00" E
60	N00°00' 00" E	96	N00°00' 00" E
61	N00°00' 00" E	97	N00°00' 00" E
62	N00°00' 00" E	98	N00°00' 00" E
63	N00°00' 00" E	99	N00°00' 00" E
64	N00°00' 00" E	100	N00°00' 00" E

LOTTED AREA	167.03 ACRES
ROAD AREA	12.73 ACRES
TOTAL AREA	179.76 ACRES

B.I.R.D. LOCATIONS

THE B.R.I.D. SHOWN HEREON IS IN LARGE PART DESCRIBED WITH METES AND BOUNDS DESCRIPTIONS PREVIOUSLY RECORDED AT RAVALLI COUNTY. THESE EXISTING DESCRIPTIONS DO NOT FIT THE PHYSICAL LOCATION OF THE DITCH, THE BEARINGS AND DISTANCES AS PREVIOUSLY RECORDED WERE ADJUSTED, AS NECESSARY, TO FIT THE PHYSICAL LOCATION IF THE DITCH AS FOUND BY THIS SURVEY. R/W WIDTHS AS PREVIOUSLY RECORDED WERE MAINTAINED ON THIS SURVEY.

DEVELOPER: JIM SCHUELER

OWNERS: HAROLD & MARILYN
MILDENBERGER

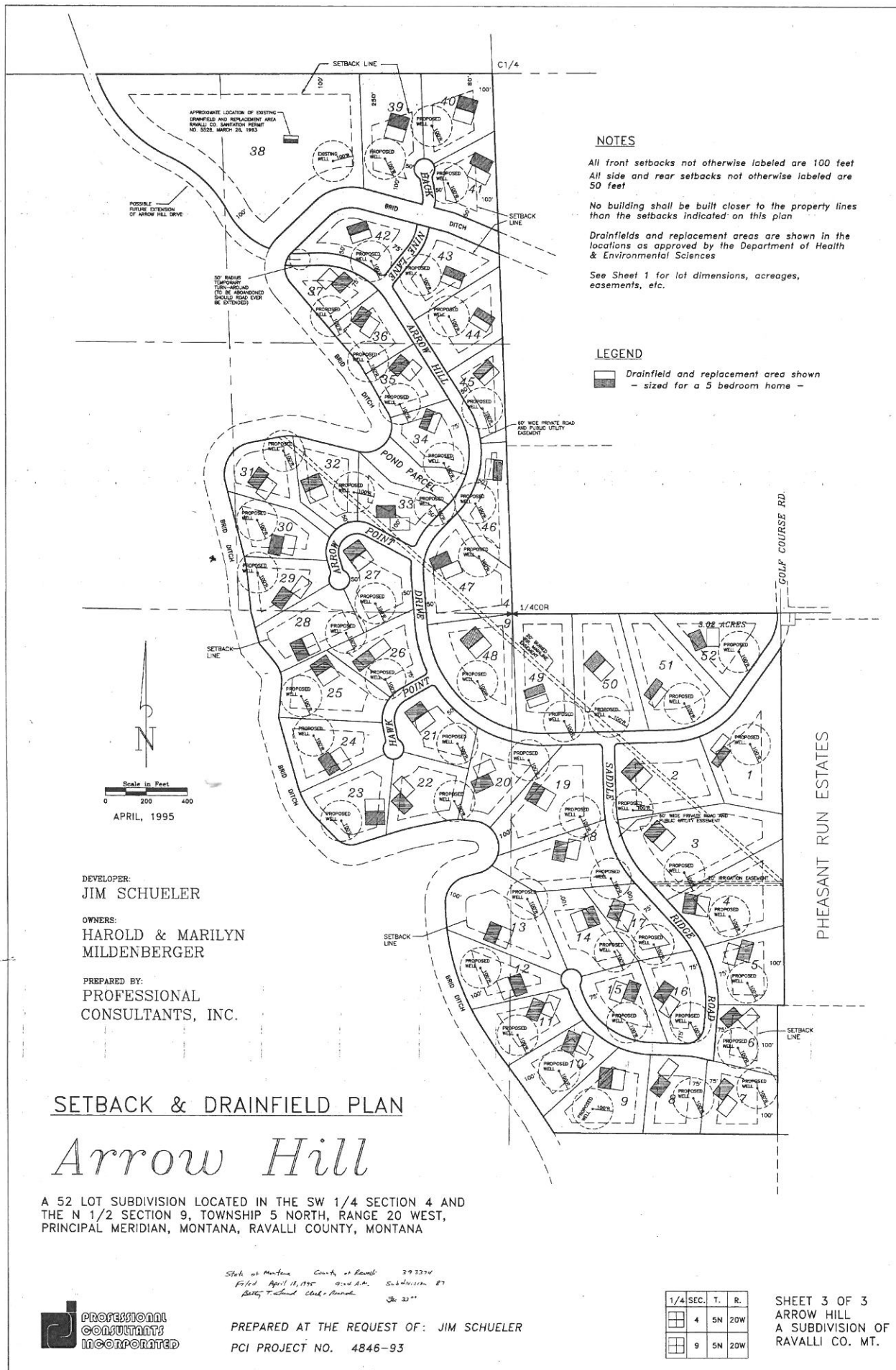
STATE OF MONTANA COUNTY OF RAVALLI
FILED APRIL 16, 1995 9:24AM SUBDIVISION
Betsy T. Lema CLERK AND RECORDER BY
we 228-43 Cove Amend 215-262
A 2933 Plat Official 43622 Grant of Easement 214-390

PREPARED AT THE REQUEST OF: JIM SCHUELER
PCI PROJECT NO. 4846-93

TRACT A
COS 4340

1/4	SEC.	T.	R.
	4	5N	20
	9	5N	20

SHEET 1 OF 2
ARROW HILL
A SUBDIVISION IN
RAVALLI CO. MT.



320 SOUTH 2ND STREET
HAMILTON, MT 59840

AMENDED and RESTATED BY-LAWS

OF

ARROWHILL HOMEOWNERS ASSOCIATION, INC.

These Amended and Restated Bylaws have been approved by a majority vote of the Board of Directors at the regular or special meeting called for such purpose and held on August 7th, 2023. These Amended and Restated Bylaws supersede and replace all prior Bylaws of the Arrowhill Homeowners Association, Inc., (aka Arrow Hill) and any prior amendments thereto.

The real property subject to these amended and restated Bylaws is located in Ravalli County, Montana and described as follows:

Arrow Hill Subdivision, Ravalli County, Montana, according to the official recorded Platt thereof.

A 52 lot subdivision located in the SW 1/4 of section 4 and the N 1/2 of section 9. Township 5 North. Range 20 West. Principal Meridian, Montana, Ravalli County, Montana. Filed April 18, 1995 as subdivisions 87, 393374.

These amended and restated Bylaws replace the previous Bylaws of the Arrowhill Homeowners Association, Inc., recorded as document No. 789289, in the office of the Ravalli County Clerk and Recorder of Hamilton (Ravalli County) Montana.

ARTICLE I

Voting Rights

Section 1. Right To Vote. The right to vote upon Association matters shall be vested in the Board of Directors, or their successors and assigns, and the Members as set forth in the Articles of Incorporation.

Section 2. Election of Directors. Within 30 days of the time at which the exclusive right to vote on Association matters is no longer vested in the Board of Directors of Declarant, its successors or assigns as provided in the Articles of Incorporation, a meeting of the Members will be held for the purpose of electing a Board of Directors of the Association to succeed the original Board of Directors appointed by Declarant.

Section 3. Proxies. Voting by Proxy is hereby authorized provided that all proxies shall be filed in writing with the Secretary of the Association at least 48 hours prior to the time of any meeting.



STATE OF MONTANA RAVALLI COUNTY Page: 1 of 6

DOCUMENT: 789722 DEEDS

RECORDED: 8/25/2023 10:20:16 AM

Regina Plettenberg, CLERK AND RECORDER

Fee \$58.00 By

Sarah Miller

Deputy

Page 1 of 6

Section 4. Quorum. Where not specifically defined elsewhere in the Declaration of Protective Covenants, one-third (1/3) of the Members entitled to vote shall constitute a quorum for the transaction of any business of the Association, including the election of Directors.

Section 5. Adoption of Resolutions. It shall require a vote of not less than the majority of the Members present at a meeting in person or by proxy to adopt a resolution presented at a membership meeting for adoption.

ARTICLE II

Membership Meetings

Section 1. Annual Meetings. The annual meetings of the Association shall be held in the month of June of each year, commencing with the year 1995, at such time and as may be fixed by the Board of Directors.

Section 2. Special Meetings. Special meetings of Members of the Association may be called by the President, or by resolution of the Board of Directors, or upon a petition signed by not less than 25% of the members entitled to vote, the same having been presented to the Secretary. A notice of any special meeting shall state the time and place of the meeting and the purpose thereof. No business shall be transacted at any special meeting except as stated in such notice, unless by agreement of more than 50% of the Members present entitled to vote, either in person or by proxy.

Section 3. Place of Meeting. Meetings, both general and special, of the membership shall be held at any suitable location convenient to Members as may be designated by the Board of Directors.

Section 4. Notice of Meeting. Notice of the annual meeting of Members of the Association shall be mailed to Members at least fifteen (15) days prior to the date fixed for such meeting. Notices of special meetings shall be given to Members at least five (5) days before such meeting is to be held. All such notices shall be mailed by the Secretary of the Association, postage prepaid, and addressed to the Member at his last known address as shown on the records of the Association. Notice of all meetings shall be sent in similar manner to all first Mortgagees of Dwelling Units upon written request therefor as specified in the Declaration of Protective Covenants, for Arrowhill Subdivision.

Section 5. Adjourned Meetings. If any meeting of the Members cannot proceed by reason of the fact that a quorum is not present, either in person or by proxy at said meeting, the President may adjourn the meeting to a later date which shall not be more than ten (10) days from the time of the original meeting.

Section 6. Order of Business. The order of business at the annual meeting of the members shall be as follows:

- a. Roll call of Members present
- b. Inspection and verification of proxies



- c. Reading of minutes of the preceding annual meeting and any other special meetings since such time
- d. Report of officers
- e. President's report
- f. Committee reports
- g. Appointment of inspectors for canvass of ballots to be cast
- h. Election of members of the Board of Directors
- i. Unfinished business
- j. New business

-

ARTICLE III

Board of Directors

Section 1. Number of Qualifications. The affairs and business of the Association shall be conducted by a Board of Directors consisting of not less than three members who shall be elected at the annual meeting by Members of the Association. Members of the Board shall serve until their successors are duly elected and qualified.

Section 2. Election and Term of Office. At annual meetings of the membership of the Association to be held as herein provided, the terms of office of the Directors may be fixed for such period of time as the membership may determine and such terms may be staggered, that is to say, various members may be elected for terms of different lengths so that there will be a carryover of old Directors at each annual meeting and only new Directors will be designated thereafter, provided that nothing herein contained shall prevent the election of a Director whose terms has expired to a new term as such Director.

Section 3. Vacancies. Vacancies in the membership of the Board of Directors caused by any reason shall be filled by a vote of a majority of the remaining Directors even though they may constitute less than a quorum; and each person so elected shall be a Director until his successor is elected at the next annual meeting of the membership.

Section 4. Removal of Directors. The term of office of any Director shall be declared vacant when such Director ceases to be a Member of the Association.

Section 5. Compensation. Directors shall not be paid any compensation for their services performed as such Directors unless a resolution authorizing such remuneration shall have been adopted by the Association. Directors may be reimbursed for actual expenses incurred in connection with their duties as such Directors.

Section 6. Organization Meeting. Within a period of ten (10) days following the election of a new Board of Directors, an organization meeting shall be held at a time and place fixed by the Board of Directors following which officers of the Association shall be elected as provided for in Article IV hereof.

Section 7. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time



by the President of the Association or by a majority of its Board of Directors. Notice of regular meetings of the Board of Directors shall be given each Director personally or by mail, telephone or facsimile, at least three (3) days prior to the time named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President or Secretary on 48 hours notice to each Director given personally by mail, telephone or facsimile, which notice shall state the time and place of the meeting and the purposes thereof.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at a meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum. A majority of the Board of Directors then in office shall constitute a quorum for the transaction of any business of the Association, and the acts of the majority of the Directors present at a meeting at which time a quorum was present shall be the act of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Duties. The Board of Directors of the Association shall carry on the duties and manage the affairs of the Association known as "Arrowhill," pursuant to and in accordance with the Declaration of Protective Covenants, for Arrowhill Subdivision, as filed of record with the Clerk and Recorder of the County of Ravalli, State of Montana.

Section 12. Indemnification. The Manager, employees of the Association, and each Director, Officer and Committee member of the Association, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having acted as such upon behalf of the Association, provided that this indemnification shall not apply if the said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided further that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall

be elected by and from the Board of Directors. The officers of the Association may be combined, except that the President and Secretary shall not be the same person. Other officers may be appointed or elected by the Board of Directors from time to time.

Section 2. Election of Officers. The officers shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

ARTICLE V

Books and Records - Inspection

Section 1. Books and Records. The Board of Directors shall cause to be maintained at the principal office of the Association complete books of account of the affairs of the Association.

Section 2. Inspection. Such books of account shall be open to inspection upon the written demand of any member or holder of a first deed of trust on any Dwelling Unit for a purpose reasonably related to his interest as such Owner or holder and shall be exhibited to such Owner or holder at any reasonable time upon reasonable request made to the Board of Directors. Such inspection may be made in person, or by agent or his attorney, and the right of inspection includes the right to make extracts or perform audits. All of the foregoing shall be at the expense of the inspecting party. Requests for inspection shall be made in writing, directed to the President or Secretary of the Board of Directors.

ARTICLE VI

Seal

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association and the state of incorporation and the word, "Seal".

ARTICLE VII

Amendments

Section 1. By-Laws. These By-Laws may be amended by a majority vote of the Board of Directors at any regular meeting or at any special meeting called for such purpose. The notice of any meeting to amend the By-Laws shall specify such purpose, and notice of any meeting wherein a material amendment to the By-Laws is contemplated shall be sent by the Secretary of the Association to all first



Mortgagees of Dwelling Units requesting the same in writing. No By-Law shall be amended nor shall supplemental By-Laws be added hereto which shall be in conflict with the statutes of the State of Montana, the Declaration of Covenants, Conditions, Restrictions and Easements for Arrowhill Subdivision or the Articles of Incorporation of the Association.

Section 2. Articles of Incorporation. The Articles of Incorporation of the Association may be amended by a two-thirds (2/3) vote of the Members present, in person or by proxy, entitled to vote thereon, at any regular or special meeting called for such purpose. The Board shall adopt a resolution setting forth the proposed amendment and directing its submission to such vote. Written notice setting forth the proposed amendment or a summary of changes to be effected thereby shall be given to each Member entitled to vote thereon at least ten (10), but no more than thirty (30) days, before such meeting. Such notice shall also be sent to all first Mortgagees of Dwelling Units which request the same in writing.

CERTIFICATE

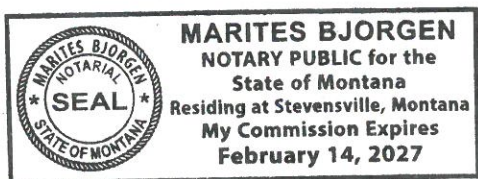
KNOWN ALL MEN BY THESE PRESENTS: that we, the undersigned being a majority of the Board of Directors of Arrowhill Homeowners Association Inc., do hereby assent to the adoption of the foregoing these amended and restated By-Laws, replacing the original version and approved in a meeting called for this purpose. From this date forward, they do now constitute the By-Laws of said Corporation.

DATED this 25th day of August, 2023.

DIRECTORS:

ACKNOWLEDGMENT

State of Montana County of Beavert
On this 25 day of August, 2023.
Ralph Hayden personally appeared before me,
Jim Pickens Who is personally known to me.
Suzanne Anest ✓ Whose identity I verified on the basis of DL - MT
a credible witness, to the signer of the foregoing document, and
he/she acknowledged that he/she signed it.
Notary Signature Marites Bjorgen My Commission Expires 2/14/2027



Ralph Hayden, President
Ralph Hayden, President

Jim Pickens, Treasurer
Jim Pickens, Treasurer

Suzanne Anest, Secretary
Suzanne Anest, Secretary



ArrowHill Homeowners Association

CCR penalty schedule Article VI: General Provisions, 2. Enforcement

Type 1 - These are for a CCR violation causing acute disturbance, or danger, to another neighbor. [examples to include - hazardous activities, lighting violations, out of control pets, etc.]

The following sections of the CC&R will apply to this penalty –

Article IV: Minimum Building and Use Restrictions, Items:

- 12. Hazardous Activities
- 13. Safety or Security Lighting
- 17. Household Pets

Enforceable Penalty per Infraction:

- 1) \$100 - Monthly fine per infraction
 - a. Penalty is applied after the cure process has occurred (2 written warnings issued within a six-month period).
 - b. Each violation is treated separately and charged separately.
 - c. Each monthly fine per infraction shall continue until the violation is remedied and the property management firm has been formally notified of such remedy and fines paid.
 - d. Once a twelve month period has elapsed since the last individual infraction has been remedied, and a new infraction of the same type occurs, then the cure process begins again.

ArrowHill Homeowners Association

CCR penalty schedule Article VI: General Provisions, 2. Enforcement

Type 2 - These are CCR violations that are visible, ongoing and require physical action to correct. [examples to include weeds, debris, noise, parking and storage violations requiring movement]

The following sections of the CC&R will apply to this penalty –

Article IV: Minimum Building and Use Restrictions, Items:

1. Structures
2. Business and Industries
3. Vehicle Parking
4. Sign Control
5. Fencing
6. Temporary Structures
7. Trash and Debris
8. Excavations
9. Septic Systems
10. Noxious Weeds
11. Maintenance of Lots and Improvements
14. Subdividing of Lots
16. Farm Animals
18. Utility Lines
19. Irrigation of Lot
20. Driveways

Article V: Design Committee, items:

3. Submission or Preliminary Drawings
4. Final Drawings

Article IX: Water Rights and Irrigation, items: 1, 2, and 3

Enforceable Penalty per Infraction:

- 1) \$100 - Monthly fine 1st month
 - 2) \$200 - Monthly fine 2nd through 4th month
 - 3) \$300 - Monthly fine 5th month, and every month thereafter until resolved
- a. Each violation is treated separately and charged separately.
 - b. Penalty is applied after the cure process has occurred (2 written warnings issued within a six-month period).
 - c. Each monthly fine per infraction shall continue until the violation is remedied and the property management firm has been formally notified of such remedy and fines paid.
 - d. Once a twelve month period has elapsed since the last individual infraction has been remedied, and a new infraction of the same type occurs, then the cure process begins again.