

Declaration of  
Protective Property Rights  
Through The Double Arrow Ranch  
Landowners Association  
As Amended

Phase II: as recorded in Volume 99, page 326, in the office of the Clerk and Recorder of Missoula County, Montana.

Phase III: as recorded in Volume 99, page 283, in the office of the Clerk and Recorder of Missoula County, Montana.

Phase IV: as recorded in Volume 99, page 295, in the office of the Clerk and Recorder of Missoula County, Montana.

Phase V: as recorded in Volume 99, page 339, in the office of the Clerk and Recorder of Missoula County, Montana.

Phase IA: as recorded in Volume 99, page 311, in the office of the Clerk and Recorder of Missoula County, Montana.

W I T N E S S E T H:

Whereas, Life of Montana Development Company, 28 North Black, Bozeman, Montana 59715, hereinafter referred to as Grantor, is the owner in fee simple of all real properly known as Double Arrow Ranch, hereinafter referred to as the Premises and more particularly described in Exhibit "B"-Phase II, Exhibit "A"-Phase III, Exhibit "D"-Phase IV, Exhibit "C"-Phase V, and Exhibit "E"-Phase IA, attached hereto; and

Whereas, Grantor has subdivided said Premises into lots according to the plan thereof which has been duly filed and recorded in the office of the Clerk and Recorder of Missoula County, Montana; and

Whereas, Grantor has deemed it desirable to create a corporate entity to which will be delegated and assigned the powers of maintaining, administering, and enforcing the covenant., and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

Whereas, Grantor has incorporated under the laws of the State of Montana, as a non-profit corporation, The Double Arrow Ranch Landowners Association, for the purpose of exercising the functions aforesaid.

Now, therefore, Grantor hereby makes, declares and imposes the following limitations, restrictions, regulations and uses upon and of such real properly as restrictive and protective covenants running with the land and binding upon all present and future owners of any part of such property, and further declares that each lot within the Premises is and shall be held, transferred, sold, conveyed, and occupied subject to the restrictive and protective covenants, easements, charges, and liens hereinafter set forth.

ARTICLE I  
Definitions

Section 1. Definitions as used herein, the following words and terms shall have the following meanings:

(a) "Association"-The Double Arrow Ranch Landowners Association.

(b) "Common Properties"-Those areas of land shown on any recorded plat of the Premises, including but not limited to, private access roads and common greens, except that this term 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.

(c) "Lot"-The parcels of land into which the property was divided as shown on any recorded plat of the Premises, with the exception of Common Properties as previously defined.

(d) "Structure"-Any construction erected or placed upon any lot, including but not limited to, parts of and additions to buildings, cisterns, wall, fences and other enclosures, television and other antennas, walks and driveways.

(e) "Owner"-The Record Owner {including without limitation the Grantor}, whether one or more persons or entities, of the fee simple title to any lot except that (1) where a lot has been sold by Grantor under an agreement for deed, the buyer thereunder {provided he is not in default under said agreement}, and not the Grantor, 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.

## ARTICLE II

### Landowners Association

Grantors have established a landowners association, known as "Double Arrow Ranch Landowners Association" the voting members of which are the owners of record or purchasers under contract for deed of lands in any phase of "The Double Arrow Ranch Subdivision", subject to the condition that the declaration of covenants affecting each phase of the Subdivision shall remain intact and binding upon the Association as well as the lot owners affected thereby.

## ARTICLE III

### Property Subject To This Declaration

Section 1. Existing property: The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Missoula County, Montana, and is more particularly described in Exhibits "A", "B", "C", "D", and "E", attached.

Section 2. Additional property: So long as Grantor shall be entitled to all of the voting rights of the Association pursuant to Article IV of this Declaration, Grantor shall have the exclusive right, at its option, to subject additional property owned by it to this Declaration, provided such addition is approved by appropriate Missoula County Administrative Agencies.

## ARTICLE IV

### Membership and Voting Rights In The Association

Section 1. Membership: Every Owner shall be a Member of the Association, provided that (a) any person or entity who is merely holding an interest in a lot as security for the performance of an obligation shall not be a Member, and (b) the Grantor shall be a Member of the Association so long as it has any voting rights under Section 2 of this Article

Section 2. Voting rights: Until such time as the Grantor has conveyed by record deeds fifty (50%) percent of the total number of lots included in the Premises to others, the Grantor shall have all the voting rights of the Association; and the other Members shall not be entitled to notice of or to vote at any meeting of Members. When Grantor has so conveyed such lots, every Member shall be entitled to notice of meetings and every lot shall be entitled to one vote in the business of such meetings which shall be cast by the Owner (including without limitation the Grantor) thereof. In the event that the Owner of any lot is comprised of more than one person or entity, such persons or entities shall determine between themselves how the vote for such lot is to be voted, but there shall never be any fractional voting with respect to any lot, nor more than one vote per lot; and if said common or joint owners do not unanimously agree on how their vote shall be voted, the Association at its option may refuse to recognize such vote.

## ARTICLE V

### Property Rights In The Common Properties

Section 1. Title to common properties: The Grantor may retain the legal title to the Common Properties until such time as it has completed improvements thereon and it desires and is of the opinion the Association is able to maintain the same.

## ARTICLE VI

### Assessments

Section 1. Creation of the lien of assessments: Each lot Owner (except the Grantor) hereby covenants and agrees to pay to the Association annual assessments, and such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessment, together with such interest thereon and costs of collection thereof as is hereinafter provided, shall be a charge and continuing lien upon the lot (except the lots owned by the Grantor) against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall be the obligation of the Owner (except the Grantor) of such lot from the date when such assessment becomes payable. However, the Grantor shall be subject to assessments for dust coating requirements in such amount as shall represent its proportionate share in said lots.

Section 2. Purposes of assessments: Phase II-The assessments levied by the Association shall be used for such purposes as are deemed desirable by the Association, as well as for dust coating requirements on the roads.

Phases IA, III, IV and V: The assessments levied by the Association shall be used for such purposes as are deemed desirable by the Association, as well as for annual oil dust coating, snowplowing and any other maintenance requirements on the roads, which roads shall remain in private ownership without dedication to or maintenance by the County.

Section 3. Amount of annual assessments: The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for each year.

Section 3a. Roads-Phase II only: Grantor has constructed a roadway upon said dedicated rights of way with gravel top to county specifications to serve said subdivision. The Association further covenants and agrees to comply with dust cover requirements, and Grantor agrees to pay its proportionate share of the assessments to cover said dust cover requirements.

Section 3b. Special improvement district for roads-Phase II only: Each lot owner hereby agrees that, upon completion of construction of residences upon fifty-two percent (520/0) of the lots in the subdivision as shown on Exhibit "B" attached hereto the Association shall forthwith establish or cause to be established a Special Improvement District, comprising all of the lots in the subdivision, for the purpose of completing to county specifications as prescribed and approved by the County Engineer of Missoula County, including "blacktopping" thereof the roads of said subdivision, and providing for the assessment of property in the subdivision for refinancing the same.

Section 4. Payment of annual assessments: The assessments provided for herein shall be completed on a yearly basis, commencing on the 1st day of January of each year and terminating on the 31st day of December of the same year. The assessments for any year shall become due and payable monthly, quarterly, annually and/or in advance, at the discretion of the Board of Directors of the Association. The Board shall fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of the due date specified herein and shall at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The amount of the assessment, which may be levied on any lot initially purchased, shall be prorated in proportion to the total assessment for the entire year.

Section 5. Effect of non-payment of assessment: If the assessments are not paid by midnight on the date when due (being the date specified in Section 4 hereof), then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien on the lot which shall run with the land. If the assessment remains unpaid for thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law but not in excess of ten percent (10%). The obligation of the then Owner to pay any assessment or interest shall not be affected by any conveyance of transfer of title to said lot. The Association may bring an action at law against the Owner obligated to pay the same and/or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of collecting the same for foreclosing the lien thereof, including reasonable counsel fees.

Section 6. Exempt property: The following property subject to this Declaration shall be exempted from the assessments, charge, and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use;

(b) All common properties; (c) All properties exempted from taxation by the laws of the State of Montana, upon the terms and to the extent of such legal exemption as such exemption may exist from time to time.

## ARTICLE VII

### Architectural Control Committee

Section 1. Approval of construction plans: No site clearing shall be commenced, no building or other structure, including mobile or modular homes, shall be started, constructed, installed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein, including exterior surface finish or other appearance changes, be made until the complete plans and specifications for each development, addition, change or alteration thereof have been submitted to and approved in writing by the Board of Directors of the Association or by any architectural committee composed of three (3) or more representatives appointed by the Board. Said plans and specifications shall include but shall not be limited to the following: Site clearance, septic tank, and drainage field location, the designs, dimensions, location and principal materials and color schemes to be used, as well as a full description of all fences, signs, lighting, off street parking, ponds or other water retaining structures, and landscaping planned in connection with the construction. The Board of Directors of the Landowners Association reserves the right to require reasonable fees to be paid with the filing of plans and specifications and the issuance of building permits. Any undertaking that is approved under this section shall be conducted in strict accordance with the approved plans and specifications may be based on engineering, architectural, or purely aesthetic grounds.

## ARTICLE VIII

### General Restrictions and Covenants

Section 1. General purpose. These~ covenants are made for the purpose of creating and keeping the Premises, insofar as is possible, desirable attractive beneficial and suitable in architectural design, materials, and appearance; and guarding against any unnecessary interference with the natural beauty of the Premises; all for the mutual benefit and protection of the owners of lots within the Premises.

Section 2. Uses and zoning: All lots within the Premises except the Common Properties shall be known and described as residential lots and no business, trade, or commercial activity of any type or description shall be conducted thereon. Property usage shall conform to the zoning restrictions of Missoula County, as well as those of the Grantor. In the event of any conflict, Missoula County regulations shall prevail.

Section 3. Construction: All construction on or within the Premises shall be diligently prosecuted to completion and shall in any event be completed within twelve (12) months of commencement unless specific written extension is given by Grantor. No construction materials shall at any time be placed or stored so as to impede, obstruct, or interfere with pedestrian or vehicular traffic.

Section 4. Building code: All buildings of every sort constructed within the Premises shall conform to the local building code in effect at the time of construction, and if none exist, shall conform to the requirements set forth by the Architectural Committee. Any and all external construction to any buildings on the Premises shall be approved in advance by the Architectural Committee. This includes any change in exterior materials or colors on all buildings, sheds, fences, etc.

Section 4a: No lots within the Premises shall be fenced without the express permission of the Architectural Control Committee or the Landowners Association.

Section 5. Parking: No vehicles shall at any time be placed or parked so as to impede, obstruct or interfere with pedestrian or vehicular traffic along any road or right-of-way within the Premises.

Section 6. Easement reservations: Grantor shall have, and does hereby reserve the right to locate, install, erect, construct, maintain, and use, or authorize the location, installation, erection, construction, maintenance, and use of drains, sewers, electric lines, telephone lines, and other utilities, and to give or grant a right-of-way easement, not more than twenty (20) feet in width therefore (a) over any part of the Common Properties, and (b) over any part of any lot within the Premises providing that such location, installation, erection, construction, maintenance, and use is harmonious with the development of the Premises. In addition, the Premises is subject to easements and right-of-way for roads as shown or described on any recorded plat of the Premises. All such road easements shall include a corresponding easement for any utilities, bridle paths, pedestrian traffic, skiing, or other service.

Section 6a. Grantor reserves ownership of all surface water rights on the Double Arrow Ranch property to be used by Grantor and Developer for the benefit of the lands retained by Developer and for the general use of the subdivided lands within the Double Arrow Ranch as may be directed by the Architectural Control Committee or the Board of Directors of the Landowners Association. If a water district or a water company is formed on any area of the Double Arrow Ranch, such water district or water company shall have first preferential rights to water available from such water rights.

Section 6b. Grantor shall have, and does hereby reserve the right to locate, install, erect, construct, maintain, use or authorize the location, installation, erection, construction, maintenance and use of irrigation flumes, ditches, culverts, pipes, lines for the use of irrigating common areas, filling or draining ponds, lakes or streams.

Section 7. Ingress and egress: Grantor retains rights of ingress and egress to, upon, and from the Premises for purposes of locating, installing, erecting, constructing, maintaining or using drains, sewers, electric lines, telephone lines, and other utilities.

Section 8. Water and sewage disposal systems: No structure within the Premises shall be used for occupancy by human beings without first having complied with the laws of the State of Montana and any rules or regulations prescribed under the Montana Water Users Act, or the County of Missoula now or hereafter in effect in regard to water supply and sewage disposal systems.

Section 9. Trash and garbage: No trash, garbage, or other refuse shall be thrown or dumped on any land within the Premises. There shall be no burning of refuse out of doors except as may be approved by both the Missoula County Health Department and the Grantor. This shall not be construed to prohibit or deny the installation and use of wood burning fireplaces or barbecue pits. Each property owner shall provide suitable receptacles for the

temporary storage and collection of refuse and all such receptacles shall be screened from the public view and protected from disturbance.

Section 10. Sign's: No sign, billboard, or other advertising structure of any kind shall be erected or maintained In any portion of the Premises for any purpose whatsoever except such signs as have been approved in advance by Grantor.

Section 11: Environment: Every attempt shall be made to preserve and protect the environment indigenous to the area. Disturbance, destruction, or damage to any plant life animal life, or their natural habitats is forbidden except where absolutely necessary for the placement or construction of improvements on the land, or for the proper and orderly development of the Premises. All areas disturbed by construction or other human activity shall be returned promptly to their natural condition and replanted with native plant life except where otherwise utilized for lawns, gardens, or exterior living areas. Living trees naturally existing upon a lot shall not be cut trimmed, or removed from the Premises, except as approved in advance by the Grantor.

Section 12. Mining: No mining, excavation, drilling, or other activity shall be allowed within ~he Premises except as may be necessary in connection with the construction or placing of improvements thereon.

Section 13. , Temporary dwellings: No trailer, mobile home, camper, or tent shall be used within the Premises as a residence, a place of habitation, or for sleeping in excess of thirty (30) days without prior approval of the Grantor.

Section 14. Nuisance, livestock and firearms: No noxious or offensive activity shall be conducted within the Premises; nor shall anything be done or permitted which shall constitute a public nuisance therein; nor shall any livestock be kept on the Premises at any time, except for horses, which may be allowed on a temporary basis; nor shall any firearms be discharged within the Premises except in those areas which may be designated by the Grantor for such purpose.

Section 15. Further subdivisions: There shall be no further subdivisions of the lots within the Premises without prior written consent of the Grantor, except in Phase V, where one further subdivision will be permitted, provided that no portion of the lot shall be smaller than four acres in size, subject to all State and County regulations concerning further subdivision. Also, Lot 208 in Phase IA may be subdivided one time, and one time only.

Section 16. Districts: Each present or future Owner of property within the Premises shall be deemed to have waived any right to object to the formation of one or more Local Improvement or Service Districts which include such Owner's land, and also to have waived any right to join in any action opposing the formation of such a District. Each Owner shall be deemed to support the formation and operation of any District for the mutual protection of property Owners of all parts of the Premises.

Section 17. First refusal: Should the Owner (except the Grantor) of any lot within the Premises receive an offer to purchase such lot and be desirous of accepting said offer, he shall first submit such offer in writing including the terms thereof and the name and address of the offerer to the Grantor, who shall then be given not less than two (2), nor more than seven (7), business days after receipt thereof to agree to purchase the property itself on said terms. Should the Grantor choose not to exercise its right of first refusal, the Owner of such lot shall be free to sell to said offerer, and no other, at the price offered or at a higher price. The Grantor shall not be deemed to have waived its rights hereunder as to subsequent sales of any lot or lots by virtue of its failure to exercise its right of first refusal on any previous sale of said lot or lots.

Section 18. Approvals by the Grantor: The approvals by the Grantor provided for herein may be given by the Grantor, its duly authorized agent, its successors or assigns, or a committee appointed by the Grantor, until the authority to give such approvals shall be transferred by the Grantor, its successors, or assigns to the Association.

Section 18a. Grantor's guarantee of availability of water-Phase **IV** only: The Grantor covenants and agrees that if within three (3) years after the purchase of a lot, said purchaser shall discover after appropriate tests made to at least 350 feet in depth that a water well of at least five (5) gallons per minute cannot be produced upon such lot, said purchaser shall have the option to exchange said lot for a lot upon which a satisfactory water well can be produced, and if no such lot is available, said purchaser shall have the option to reconvey said lot to the Grantor and receive a refund of the purchase price paid therefore.

Section 19. Effect and duration of covenants: The conditions, restrictions, stipulations, agreements, and covenants contained herein shall be binding upon each lot within the Premises and each Owner of property therein, his successors, representatives, and assigns, and shall continue in full force and effect until January 1, 2000, at which time they shall be automatically extended for successive periods of ten ( 10) years, each, unless otherwise terminated or modified in accordance with the provisions of Section 20 of this Article.

Section 20. Amendment: The conditions, restrictions, stipulations, agreements, and covenants contained herein shall not be waived, altered, abandoned, terminated, or amended in whole or in part except by written consent, duly recorded within the office of the Clerk and Recorder, Missoula County, Montana, of the Owners of seventy-five (75) percent of the privately owned land included within the boundaries of the Premises. Such consent may be given by a vote of the Members at a meeting thereof held after not less than thirty (30) days prior written notice of such meeting and the purpose thereof has been sent by Certified Mail, return receipt requested, to the last known address of record of each such Member. The Grantor reserves the right to grant variances to any of the provisions in this Declaration where, in its discretion, it believes the same to be necessary and where the same will not be injurious to the rest of the Premises, except that no variance affecting roads, lot size, or other such variance shall be granted by Grantor without prior written approval by the appropriate County offices.

Section 21. Enforcement: In the event of any violation or threatened violation of these covenants, the Grantor, the Association or such Owner may enter upon the property in question and remove, remedy or abate the violation or threatened violation after first having given proper notice and a reasonable opportunity for the violator to take action himself to comply with these covenants. Such notice shall be in writing and shall specify the violation or threatened violation, identify the property, demand compliance with the terms and conditions of these covenants, and state the action which will be taken if the violation or threatened violation is not abated, remedied, or satisfied. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting a copy of such notice at a conspicuous place on the property which is the subject of such violation or threatened violation and mailing a copy of the notice by Certified Mail return receipt requested, to the last known address of record of the violator. Such notice must further provide for a period of fourteen (14) days from the date of personal service of such notice, or twenty-eight (28) days from the date of posting and mailing of the same within which time compliance can be had with these covenants before any self-help abatement, entry, or legal proceedings can be commenced. No representatives of the Grantor, the Association, or the property Owner shall be liable to any person or entity for any proceedings provided for in this Section, and all property owners shall be deemed to have waived any and all rights to or claims for damages for any loss or injury resulting from action taken under the terms and conditions of this Section. However, exception to the above shall exist for loss, injury, or damage resulting from intentionally wrongful acts. Actual costs, expenses, and reasonable attorney's fees incurred in connection with correcting, remedying, abating, preventing, or removing any violation or threatened violation of these covenants either through litigation, entry or self-help, shall constitute a claim by the Grantor or the property Owner initiating such action against the Owner of the subject property. Such claim shall not, however, exceed five thousand (\$5,000.00) dollars for any one claim. Such claim shall be enforceable through appropriate court action. The person or entity making such claim may file a lien against the subject property in the amount of and for the collection of the claim by filing a verified statement of the lien with the office of the Clerk and Recorder, Missoula County, Montana. Such lien statement must set forth the names of the claimant and the Owner of record of the property against which the lien is claimed, a description of the property, the amount of the claim, the date of the claim, and a brief statement of the manner in which the costs and expenses constituting the claim were incurred. Once filed, the lien shall remain of record as a claim against the property until paid in full or foreclosed in the manner provided by law, subject to rights of redemption.

Section 22. Severability: A determination of invalidity of any one or more of the covenants or conditions of this Declaration by judgment or court order or decree shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 23. Liability of the Grantor: The Grantor shall have no liability for any of its actions or failures to act, or for any actions or failures to act of the Association or any Owners of, property within the Premises. The relationship between the Grantor, the Association, and the property Owners shall be deemed to be that of independent contractors, and not that of principal and agent, partnership, or joint venture. In addition, the Grantor shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Grantor has expressly assumed herein.

**Life of Montana Development. Company**

By /s/ Herb Richards  
President

ATTEST:

/s/ Joseph B. Gary  
Secretary