



Return to: Double-Tree, Inc.
P.O. Box 10098
Bozeman, MT 59719

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GALACTIC PARK SUBDIVISION RESIDENTIAL PROPERTY

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 14 day of October, 2005 by ZOOT PROPERTIES, LLC, a Montana Limited Liability Company ("Declarant").

ZOOT PROPERTIES, LLC, has established this Declaration to provide a governance structure for the overall development, administration, maintenance, and preservation of the residential portion of the Galactic Park Subdivision consisting of Lots 1 through 38, and 40 through 43 inclusive, and open space tracts within Galactic Park Subdivision as shown, set forth, and described on the Final Plat thereof filed among the records in the office of the Clerk and Recorder of Gallatin County, Montana, hereinafter referred to as the "Property".

Article I Purpose and Intent

Declarant, as the owner of the real property set out and described on the Final Plat of Galactic Park Subdivision, intends by recording this Declaration to establish the covenants, conditions, and restrictions for the purpose of protecting the value and desirability of the Property, the aesthetic nature of the Property, and the wildlife that frequent the Property. Declarant hereby sets forth that all of the Property shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to these covenants, conditions and restrictions, and that such Declaration shall run with the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any part thereof.

1.1 Governing Documents.

Governing Documents for Galactic Park Residential Property shall consist of:

- (a) This Declaration and such Recorded Supplemental Declarations;



- (b) Galactic Park Residential Homeowners Association, Inc.'s Articles of Incorporation and By-Laws;
- (c) Galactic Park Federation, Inc.'s Articles of Incorporation and By-Laws;
- (d) The Association's Board of Directors' resolutions and the Federation's Board of Directors' resolutions;

all as they may be amended from time to time.

1.2 Construction and Validity of Restrictions.

All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant, grantor and grantee, their heirs, successors and assigns, shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

Article II Concepts and Definitions

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified.

"Articles of Incorporation" shall mean the Articles of Incorporation, filed with the Secretary of State of the State of Montana for the Galactic Commerce Park Association, Inc, and/or the Articles of Incorporation of Galactic Park Federation, Inc., as the context requires, as said Articles may be amended from time to time.

"Architectural Guidelines" shall mean the architectural, design, and construction guidelines and review procedures established prior to any lot sale by the Declarant and/or the Board to control the development of improvements on all lots within the Property and to set the standard for the architectural design of structures within the Subdivision. The Architectural Guidelines shall contain minimum standards for the construction of all structures within the Property, the landscaping of all lots within the Property, fencing, and such other guidelines as the Board, in its judgment, deems appropriate from time to time.

"Association" shall mean and refer to Galactic Park Residential Property Owners Association, and its successors and assigns, established to administer and enforce the terms and conditions of this Declaration as set forth herein.

"Architectural Review Committee" (ARC) shall mean the Committee appointed by the Declarant and/or President of the Board of Directors of the Association whose function is to review and approve or disapprove plans, specifications, designs, landscaping, sites and locations of improvements to be constructed or erected on any Lot.

"Board of Directors" or "Directors" shall mean duly qualified members of the Board of Directors of the Association, which Board shall be the sole governing body of the Association, and/or, as the context requires, the duly qualified members of the Board of Directors of the Federation, which Board shall be the sole governing body of the Common Area.

"Building Contractor" shall mean any person or entity buying one or more Lots from the Declarant for the purpose of constructing Improvements thereon.

"Building Envelope" or "Envelope" shall mean that portion of Lots 1 through 38, and 40 through 43, inclusive, which is designated as a contiguous area upon which all buildings, outbuildings, fences, walls or other structures are located.

"By-Laws": The By-Laws of the Galactic Park Residential Homeowners Association, Inc. as they may be amended from time to time, or, as the context requires, the By-Laws of the Galactic Park Federation, Inc., as they may be amended from time to time.

"Common Area" shall mean all of the property, including easements, conveyed to the Galactic Park Federation for use and enjoyment by the Association and its Members and Owners in common. "Common Area" shall include Open Space, Parks, Common Roads, Trails, Landscape Easements, and all other parts of the Galactic Park Subdivision owned or leased by the Federation or the Association, or in which the Federation or the Association holds possessory or use rights for the common use and enjoyment of the Owners, and any other property not specifically owned by individual lot owners.

"Common Expenses" shall mean the actual and estimated expenses incurred, or anticipated to be incurred, by the Association or the Federation for the general benefit of all Owners, including any reasonable reserve, as the Boards may find necessary and appropriate pursuant to the Governing Documents.

"Common Roads" shall mean the roadways designated on the Final Plat, which provide access to individual lot lines, which roads are dedicated to Gallatin County.

"Common Services" shall mean the roadway maintenance and snow removal services for the common roads, and the maintenance and servicing of other Common Area, and such other and further services as shall benefit all of the lots within the Property.

"Declarant" shall mean ZOOT PROPERTIES, LLC or ASSIGNS, and shall not mean a purchaser of a lot from the Declarant.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Galactic Park Residential Property Area, and as it may, from time to time, be amended or supplemented.

"Final Plat" shall mean the plat of the Galactic Park Subdivision as approved by the Gallatin County Commission and as recorded in the records of Gallatin County, Montana.

"Galactic Park Federation" or "Federation" shall mean Galactic Park Federation, Inc., which shall be a separate corporation established for the purpose of overseeing, managing, budgeting, and implementing the operation and repair required for the common roads, open space, trails, and any item or article set forth in this document required to be kept and performed pursuant to the final plat approval by Gallatin County.

"Galactic Park Residential Area" shall mean all that property set out and described on the Final Plat as Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, and 43.

“Galactic Park Subdivision” shall mean all that property reflected on the Final Plat.

“Property Owners Association” or “Association” shall mean the Galactic Park Residential Property Owners Association and its successors and assigns.

“Improvement(s)” shall include, but not exclusively, all buildings, outbuildings, bridges, roads, trails, pathways, driveways, parking areas, fences, screening walls, and barriers, retaining walls, stairs, decks, water lines, sewer lines, springs, ponds, lagoons, ditches, electrical, gas and TV distribution facilities, hedges, windbreaks, crop plantings, natural or planted trees and shrubs, poles, signs, loading areas and all other structures, installations and landscaping of every type and kind, whether above or below the land surface.

“Landscape Easements” shall mean those areas shown on the Final Plat and set aside for landscaping purposes.

“Lot” shall mean and refer to any of the residential parcels described as Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, and 43, which land is shown upon the Final Plat in the Office of the Gallatin County Clerk and Recorder.

“Member” shall mean any person or entity owning or purchasing a lot in the Residential Property Area of Galactic Park Subdivision. Each lot owner shall be a member of the Association and agrees to abide by and be bound by these Covenants, and the Articles of Incorporation, Bylaws and Resolutions of the Association. The Association shall be a member of the Galactic Park Federation, Inc., and each lot owner agrees to abide by and be bound by the Articles of Incorporation, Bylaws and Resolutions of the Federation.

“Open Space” shall mean those areas designated on the Final Plat as “Open Space” and or “Parks” whether or not dedicated and shall be owned by the Federation in perpetuity.

“Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers and owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

“Person” shall mean a natural person, a corporation, a partnership, a trustee, or any other legal entity.

“Property” shall mean the Galactic Park Residential Area set forth and described on the Final Plat as Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, and 43.

“Structure” shall mean anything built or placed on the ground, excluding fences and ground level features such as pathways or low profile patios contiguous to homes or fences.

“Trails” shall be those internal trails set forth and described on the Final Plat, or any relocation thereof, for Galactic Park Subdivision, for non-motorized use of the Owners, their families, guests and invitees, which may be improved and maintained as determined by the Federation.

Article III Property Rights

3.1 Owners Easements of Enjoyment.

Each Owner and the Owner's guests and invitees shall have a right and easement of enjoyment in and to the Common Roads, Trails, Open Space and Park, and other community facilities which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a) The right of the Association to charge reasonable assessments for the use and maintenance of the Common Roads, Trails, Open Space and Park as hereinafter set forth.
- b) The right of the Association to establish rules and regulations, including speed limits, for the use of the Common Roads and Trails and to impose reasonable sanctions for violations of published rules and regulations.
- c) The right of the Association to dedicate or transfer all or any part of the Common Roads to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the Declarant or its Assigns, or by seventy-five percent (75%) of the members agreeing to such dedication or transfer has been recorded.

3.2 Delegation of the Association of Use.

Any Owner may delegate, in accordance with the Bylaws of the Association, his/her right of enjoyment to the Common Roads, Open Space, Internal Trails and facilities to the members of his family, his/her tenants or contract purchasers who reside on the Property.

3.3 Easements.

(A) Reservation

Easements for the placement, repair and operation of roads, drainage, electricity telephone, telecommunication, lighting, water, sewer, cable television and all other utilities, pedestrian traffic, or any other service or utility shall be, and hereby are, reserved as shown on the plat. Such easements shall not interfere with and shall be subject and servient to any and all buildings subsequently erected in such areas, the easements herein provided for shall by-pass such buildings.

(B) Underground Utilities

All utilities, pipes, wires and service lines shall be buried. Satellite Television dishes may be allowed but the locations, size and color shall be approved by the ARC and the ARC may require shrubbery or screening around the same.

(C) Easement Landscaping

Easement areas except for trails may be landscaped by property owners so as to enhance their appearance so long as the landscaping does not interfere with the use of the property as an easement.

(D) Easement Rework

No utility service line or facility shall be installed or replaced without the prior approval of the ARC. All easement areas must be restored, at the expense of the utility or service entity doing such work, to as near the condition as existed previous to such work as possible. In the discretion of the ARC, a bond may be required of the utility or service entity to insure compliance with the provision.

Article IV Association and Federation Membership and Voting Rights

4.1 Association Membership and Administration.

Membership in the Galactic Park Residential Property Owners Association shall be mandatory for each lot owner. Membership shall be appurtenant to and may not be separated from Ownership of any lot which is subject to assessment. As a member of the Association, each lot owner shall be required to pay such fees as is deemed appropriate

for the normal operation and activities of the Association, and for real estate taxes, insurance, and the maintenance of the Common Area.

The Association shall be administered by a Board of Directors composed of not less than three (3) or more than (5) members elected by a majority of lot Owners voting on annual business.

4.2 Voting Rights.

The Association shall have one class of voting membership. The members shall be all Owners, each of which shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members of the Association. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. The Lot's vote shall be suspended if more than one Person seeks to exercise it.

4.3 Association Jurisdiction.

The Association is the primary entity responsible for enforcement of the Governing Documents of the Residential Property Area of the Galactic Park Subdivision, and shall perform its functions in accordance with those Governing documents and Montana Law. The jurisdiction of the Association shall be and include those facts, matters, items, and articles set forth in this document excepting the budgeting, management, oversight, and implementation of operation and maintenance of the common roads, open space, trail system, and any condition or requirement to be kept and performed as part of the preliminary or final plat approval for this subdivision by Gallatin County. Any function concerning the operation and maintenance of the items described in this paragraph shall be the jurisdiction of the Federation.

4.4 Creation and Responsibility of the Federation.

There shall be established and formed through the Montana Secretary of State, a Montana corporation known as Galactic Park Federation, Inc., whose function and purpose shall be the management, oversight, implementation, and administration of all operations and maintenance pertaining to the Common Area of Galactic Park Subdivision, together with an easement thirty-five (35) feet wide along the course of the Gallatin River, and an easement twenty (20) feet wide on each side of any irrigation ditch flowing through or across any part of the Galactic Park Subdivision. Operations and maintenance may include, but not limited to, snow removal, irrigation, mowing and weed control; recreational facility development thereon, upkeep, and clearing as may be necessary from time to time.

The Federation may, in addition to the presently owned Common Area acquire, lease (as lessor or lessee), operate, and dispose of other tangible and intangible personal property and real property. The Federation may enter into leases, licenses, or operating agreements for the management and operation of portions of the Common Area, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by community organizations and by others, whether non-profit or for profit, for the provision of goods or services for the general benefit or convenience of owners, occupants, and residents of Galactic Park Subdivision. The Federation shall have the irrevocable right to access to and from each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area and facilities, and for making emergency repairs necessary to prevent damage to the Common Areas, although there shall be no affirmative duty to do so.

It shall be the responsibility of the Federation to preserve and maintain the Common Open Space for passive and active recreation, use by the Members, their clients, customers, guests and invitees, wildlife habitat, and protection of scenic and unique or important natural features. The use and enjoyment of the Common Area within the Galactic Park Residential Area shall be subservient to the use and enjoyment of those areas by the wildlife that may, from time to time, occupy those areas. The Federation shall consider the effect on wildlife in all decisions relative to the use and enjoyment of the Common Area.

The Federation shall be responsible for liability insurance, local taxes and the maintenance of recreation and other facilities in the Open Space areas, as well as the private roads throughout the Property. The assessments levied by the Federation for the maintenance, upkeep, repair and operation of Open Space and other Common Areas shall, like all



other assessments, become a lien on each lot within the Property. The Federation may, in its discretion, adjust the assessments to meet the changing needs of the community and the areas serving the community.

The Federation shall be aware of and advise all lot Owners that the real property taxing authorities may satisfy real property tax claims against the Open Space, Parks and Common Roads, by proceeding against the individual lot Owner, as well as the Association, and the dwelling units and other improvements on the individual lot Owners' lots, as well as the improvements, if any there be, in the Open Space, and Common Roads. Therefore, it shall be the responsibility of the Federation to pay all real property taxes and assessments on all property owned by the Association in a timely manner.

4.5 Membership in the Federation.

Federation membership shall consist of two members from the Association established above, together with two members from the Association established from each of the other Homeowners' Associations within the Galactic Park Subdivision. It is anticipated that the individual Owners Associations will have jurisdiction over and provide for facts and matters particular to their portion of the subdivision while the Federation shall oversee those elements described above, which are used and enjoyed in common by all of the membership of Galactic Park Subdivision, whether that be through the residential area the condominium or townhouse area, or the residential area of the subdivision.

4.6 Federation Power to Assess and Lien.

The Federation shall have power and authority to prepare budgets, assessments, and bills. In the event of non-payment of bills for assessments, the Federation is authorized to place liens upon the real property of such non-paying owners.

4.7 Federation Mission.

It is the mission and charge of the Federation that its Board members shall cooperate each with the other to provide a fair and equitable assessment for the costs and expenses of the operation and maintenance of the Areas of Common Responsibility of the Galactic Park Subdivision noted above based upon input received from Association membership relative to the extent of any desired capital improvement, maintenance, and repair. By way of example and not by way of limitation, the Federation shall decide the extent to which open space shall be mowed and make provisions in the budget and subsequent assessments for such mowing. Decisions of the Federation shall require the affirmative vote of at least one representative on the Federation Board from each of the three distinct areas within the Galactic Park Subdivision, i.e. commercial, residential, and condominium/townhouse.

Article V Covenant for Maintenance Assessments

5.1 Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any lot by acceptance of a deed or contract consents to the creation of a lien against the Owner's real property to the extent of non-payment of any assessment for maintenance or otherwise levied by the homeowner's association, therefore, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these covenants and agrees to pay to the Association:

- (1) Operating assessments or charges; and
- (2) Capital assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The operating and capital assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, shall be the personal obligation of the entity or person who was the Owner of such property at the time when the assessment fell due, and shall be a continuing lien upon the Property against which each such assessment is made.

5.2 Assessments.

The Board shall have the right to fix and determine an annual assessment to be levied and assessed against each lot within the Property on a fair and equitable basis. Funds collected from such assessments shall be placed in a demand and/or savings account with a lending institution licensed by the State of Montana in the name of the Association or Federation. All checks and drafts drawn on the account or accounts of the Association and the Federation shall require a signature of two (2) Board members.

Article VI Implied Rights and Board Authority

The Boards of Directors of the Association or the Federation may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association or the Federation may be exercised by the Board without a vote of the membership.

In exercising the rights and powers of the Association, making decisions on behalf of the Association, and conducting the Association's affairs, Board members shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the By-Laws.

6.1 Indemnification of Officers, Directors and Others.

The Association and Federation shall indemnify every officer, director, and committee member against all damages and expenses, including attorneys fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section.

The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association or Federation (except to the extent that such officers or directors may also be Members of the Association).

The Association and Federation shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.2 Insurance

The Association and the Federation, acting through their Boards of Directors, shall be responsible for liability insurance in an amount to be determined by the Board of Directors of the Association and Federation, which insurance shall name Gallatin County as a loss payee.

(a) Required Coverages: The Association and Federation shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

- (i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on all Common Area to the extent that the Association or the Federation have assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

(ii) Commercial general liability insurance on the Common Area, insuring the Association and its Members and the Federation and its Members for damage or injury caused by the negligence of the Association or any of its Members or the negligence of the Federation or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Directors and Officers liability coverage; and

(iv) Such additional insurance as the Board, in the exercise of their business judgment, determines advisable.

Premiums for all insurance on the Common Area shall be Common Expenses.

(b) Policy Requirements. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.2(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Boards reasonably determine, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association or the Federation is obligated to insure, the Boards or their duly authorized agents shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes. If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association or Federation in an acceptable manner. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association or Federation for the benefit of its Members.

Article VII Additional Covenants: Common Areas/Open Space

7.1 Mandatory Requirements.

The Open Space within the Property as designated on the Final Plat shall be preserved in perpetuity. The Federation, among its other duties, shall establish assessments for the taxes, insurance and maintenance of all Common Roads, Open Space, and other common facilities.

7.2 Trails

Trails as shown and set forth on the Final Plat are for the passive enjoyment of the Owners, their guests and invitees. The Federation may install Internal Pedestrian Trails for walking, hiking, jogging, cross country skiing, and similar non-motorized vehicular activities by owners. Except for maintenance, no motorized equipment or vehicles shall be permitted on the trails.

7.3 Landscaping, Lawn Care and Weed Control.

Every lot Owner shall be responsible for the control of state and county declared noxious weeds on his or her lot, regardless of whether that lot is improved, as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of Gallatin County Weed Control District. Once a structure is constructed on a lot, the landscaping, including lawn, trees, shrubs, etc., shall be installed within twelve (12) months after the completion of construction. The landscaping shall be cared for and not allowed to deteriorate or become unsightly and detract from the area.

Weeds shall be controlled in the Open Spaces and Common Areas by the Federation. Easements, except for the Trails, may be landscaped by Owners so as to enhance their appearance so long as the landscaping does not interfere with the use of the property as an easement.

In the event an Owner does not control noxious weeds on his Lot, after 10 days notice from Association, the Association may cause the noxious weeds to be controlled. The cost and expenses associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment. The use of chemical herbicides and pesticides is prohibited except for the control of noxious weeds and pests as required by law. Non-chemical weed control is strongly encouraged. Only approved herbicides should be used and a Gallatin County Weed Board Representative (phone: 582-3265) should be consulted before applying chemicals to sensitive areas.

Article VIII Land Use

8.1 No Further Subdivision.

No Lot, Common Roads or Open Space shall be further subdivided or dedicated to a use other than that shown on the Final Plat.

8.2 Snow Removal.

The Federation shall provide for reasonable and timely snow removal of all common roads within the Property by contracting with an individual or entity on such terms and conditions as the Federation may deem appropriate and in the best interests of the lot Owners. Individual lot Owners shall be responsible for snow removal within the confines of their lots. Snow storage areas shall be designated and all roadways shall be kept clear, free and open for unrestricted vehicular traffic at all times.

8.3 Individual Lot Access.

Individual lot access from public roads shall be built to the standards of Section 7.G.2 of the Gallatin County Subdivision Regulations.

8.4 Keeping of Horses.

The keeping of horses or other livestock on the Property is prohibited.

8.5 Home Occupations.

A home occupation is an occupational use customarily conducted entirely within a dwelling by the inhabitants of that dwelling which is clearly incidental and secondary to the use of that dwelling as living quarters and in connection with which there are: no on-premises sales of products, no on-site employment of persons other than the residents of the dwelling, no generation of pedestrian or vehicular traffic beyond that customarily and incidental to the residential use of the dwelling; no employees who do not reside on the premises, no use of commercial vehicles or for deliveries to and from the premises, no signs or structures advertising the occupation, no excessive or unsightly storage of materials or supplies.

8.6 Noxious, Offensive, or Hazardous Activities.

No noxious, offensive, or hazardous activities shall be permitted upon any portion of the Property nor shall anything be done on or placed upon any portion of the Property, which is or may become a nuisance to others. All exterior lighting shall be non-glare or downlight so as not to be obtrusive to neighboring properties. No sound shall be produced on any lot or other portion of a property that is unreasonably loud or annoying, including but not limited to speakers, horns, whistles or bells.

8.7 Preservation of Water Resources.

All Owners, their guests, invitees or employees, shall at all times conduct their use and activities in a manner that will preserve the integrity of the springs, ponds, streams, ditches and creeks within the Property. The pollution of water or the degradation of water quality is prohibited.

8.8 Wildlife Habitat, Hunting and Fishing.

All Common Areas shall be utilized and managed for the creation of and enhancement of habitat for wildlife and native plants. It is recognized the wildlife species live on or migrate through the Property during various times of the year. The following limitations on use and development are intended, in addition to all other requirements of these covenants, to protect, preserve and maintain the existing wildlife habitat within the Property and to minimize the adverse effects of any development on the wildlife habitat:

- a) No Owner shall remove or allow others to remove or alter any of the existing vegetation thereon, except as may be required for clearing and preparation of building sites and other permitted improvements, and as approved by the ARC, except for emergency protection of life or property.
- b) Owners acknowledge that wildlife damage to landscaping will occur. Owners shall accept the risk and shall not file claims against the Owners Association or Federation or any other governing body for such damages.
- c) The taking of any wildlife species within the property is prohibited, except for catching fish. No hunting of any type, trapping, or discharging of firearms for any purpose is permitted anywhere within the Property.
- d) The artificial feeding of all big game wildlife is prohibited, including, but not limited to salt or mineral licks.
- e) The planting of wildlife attracting vegetation shall be prohibited.
- f) Fireworks are not permitted on any portion of the Property.

8.9 Building envelope.

Building envelopes are designated for all lots. The building envelope defines the portion of each lot within which all improvements must be located. Improvements shall include all buildings and garages. No decks, patios, terraces, retaining walls, fences, recreational facilities and site access may be located outside of the building envelope. No portion of a building envelope shall exceed 25-percent (25%) slope. A building envelope plan will be filed with the Gallatin County Planning Department and the ARC.

8.10 No Temporary Structures.

No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage or any other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

8.11 R.V.s, Trailers, and Boats.

No R.V.s, trailers, or motorized boats over 18 feet may be parked on the lots. They may be kept inside a garage and out of sight.

8.12 Variances for Size and Configuration of Building Envelope.

(a) The Architectural Review Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (i) be effective unless in writing; (ii) be contrary to this Declaration; or (iii) stop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(b) The ARC may accept appeals for variances in the size and configuration of building envelopes, and for location of site access (driveways). Appeals shall be reviewed with the assistance of the Gallatin County Planning Dept. and the Federation's wildlife biologist for appropriateness and to insure the continued viability and sustainability of the existing wildlife habitat. No variance shall (i) be effective unless in writing; (ii) be contrary to this Declaration; or (iii) stop the Reviewer from denying a variance in other circumstances.

(c) The ARC may not grant variances that reduce the finished ground elevations of buildings constructed on any lot within the Galactic Park Residential Area as set forth by Morrison Maierle, Inc. Engineering. Finished ground elevations specified for each lot may be obtained from the ARC.

8.13 Permit Required for Disturbance of Streams.

The owner in fee of the real estate described in Galactic Park Subdivision agrees that, prior to any regulated disturbance (as defined in Section 404 of the Clean Water Act) of waters of the U.S. (As defined in 33 CFR Part 328.3) the owner will contact the U.S. Army Corps of Engineers and secure all necessary approvals for their intended activities.

Article IX Architectural Review

9.1 Architectural Review Committee.

The Association shall assume jurisdiction over architectural matters, and shall exercise that authority by and through an Architectural Review Committee (ARC). The ARC, when appointed, shall consist of at least three (3), but not more than seven (7), persons who shall serve and may be removed and replaced in the discretion of the President of the Board. The members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the President of the Board may establish.

The Architectural Review Committee shall make the Architectural Guidelines available to Owners and Building Contractors who seek to engage in development or construction within the Galactic Park Residential Area.

9.2 Review By Declarant.

So long as Declarant owns any portion of the Galactic Park Residential Area, unless earlier terminated in a written instrument executed and Recorded by Declarant, Declarant may, in its sole discretion, designate one or more Persons from time to time to the Architectural Review Committee.

9.3 Fees; Assistance.

The ARC may enlist the assistance of architects, engineers, or other professionals in the process of reviewing plans and specifications submitted for its review. Such professionals shall be referred to as the "Reviewer." The Reviewer may establish and charge reasonable fees for review of applications and may require such fees to be paid in full prior to review of any application. The Board may include the compensation of such persons in the Association's annual operating budget.

9.4 Minimum Residence Requirements.

Single family residences shall have a minimum building foot print of 2,000 square feet, exclusive of exterior parking spaces, garages, carports, porches and decks. The minimum living area for any single-family residence shall not be less than 2,500 square feet. Each residence shall have as a minimum an attached or detached two-car garage.

9.4 Procedure.

Except as otherwise specifically provided in the Architectural Guidelines, no activities shall commence on any portion of the Galactic Park Residential Area until an application for approval has been submitted to and approved by the ARC. Such application shall include plans and specifications showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Architectural Review Committee and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. The ARC shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall not be subject to review so long as made in good faith and in accordance with the procedures set forth herein.

The ARC shall make a determination on each application within 30 days after receipt of a completed application and all required information. The ARC may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application.

The Reviewer shall notify the applicant in writing of the final determination on any application within five days thereafter or, with respect to any determination by the ARC. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

If construction does not commence on a project for which plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within twelve (12) months of commencement unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing.

Article X Environmental Regulations

The following limitations on use and development are intended, in addition to all other requirements of these Protective Covenants, to protect, preserve and maintain the existing vegetation and to minimize visual impacts.

10.1 Existing Vegetation.

No Owner of any lot shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as specified in Section 8.8(a). This provision shall not prohibit or preclude the installation of landscaping on the Property.

10.2 Chemicals.

The use of chemical herbicides and pesticides is prohibited except for the control of noxious weeds and pests as required by law. Non-chemical weed control is strongly encouraged. Only approved herbicides should be used and a Gallatin County Weed Board Representative (phone: 582-3265) should be consulted before applying chemicals to sensitive areas. Contact a local nursery for the most effective pesticides that least impact desirable species of insects.

Article XI General Provisions

11.1 Condemnation on Common Area.

If at any time, or from time to time, all or any portion of Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain. The entire award in condemnation shall be paid to the Association or Federation and deposited into either the operating fund or the development fund as the Association or Federation may, in its sole discretion, determine. No Owner shall be entitled to participate as a party, or otherwise, in any proceeding relating to such condemnation, such right or participation being herein reserved exclusively to the Association/Federation which shall, in its name alone, represent the interests of all Owners; provided, however, that the portion of any award relating to improvements which constitute a private recreation facility shall be divided equally among the Owners who at the time of such taking, are permitted users of such facility.

11.2 Recreational Facilities.

The Federation shall have the right to construct such recreational facilities that may be approved by a majority vote of the members voting at any regular or special meeting called in accordance with the provisions of these covenants.

11.3 Access; Certain Additional Improvements.

The Board and Federation shall have the irrevocable right to have access to each lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area and facilities, and for making emergency repairs necessary to prevent damage to the Common Area or to a lot, although there shall be no affirmative duty to do so.

The Declarant reserves full rights, but not the obligation, to conduct landscaping activities on the Property, and to implement additional improvements (including without limitation fencing, pathways, sign, outdoor lighting and maintenance sheds) on the Property in the future with the consent or other authorization of the Association, the Board or the Owners, which shall not be unreasonably withheld.

11.4 Use of Water.

Except as expressly provided in the Rules and Regulations of the Four Corners County Water and Sewer District, each Owner shall use only that water and water supply made available to any Lot by and through the Utility Solutions, LLC, or its successors and assigns, and/or the Four Corners County Water and Sewer District, and each shall owner shall connect, disconnect, and/or reconnect his tap into that water and water supply system as Utility Solutions, LLC, or its successors and assigns, and/or the Four Corners County Water and Sewer District may direct from time to time. No Owner shall alter, disturb, operate, or otherwise affect any well, wellhead, pump, or other equipment used or useful for the provision or distribution of water or a water supply, except as expressly permitted by the Rules and Regulations of the Four Corners County Water and Sewer District.

11.5 On-Site Burning.

In an effort to protect and preserve the Property and the investments of the Property Owners, on-site burning shall be and is prohibited. This prohibition includes, but is not limited to the burning of trash, debris, garbage, waste of any type or nature, grass clippings and leaves, and the like, in containers or in open areas. This prohibition is not intended to nor does it prohibit the outdoor use of barbeques and other containers for the preparation of food, nor the burning of slash and diseased timber subject to the receipt of a permit from the ARC and proper local burning permit.

11.6 Creation of Volunteer Committees.

The Board and/or Federation shall be authorized in its discretion to create such volunteer committees as the Board and/or Federation in its judgment deems appropriate and in the best interests of the Property Owners. The members of the committee shall serve at the pleasure and direction of the Board.

11.7 Landscape Plan.

Prior to the construction of any structure on any lot within the Property, the Owner shall submit a landscaping plan to the ARC. The landscaping plan shall substantially comply with those landscape requirements set forth in the Design Guidelines.

11.8 Fences.

Lot Owners shall have the right to fence, with wood fencing, the perimeter of their Building Envelope. No fencing shall be erected in any location other than on the perimeter of the Building Envelope so as to facilitate animal migration. Fencing shall be constructed in conformance with the Design Guidelines.

11.9 Domestic Pets.

A limited number, as determined by the Board, of generally recognized house pets may be maintained by Owners of the lots within the Property, however, no domestic pets shall be allowed to run at large and shall at all times be restrained and leashed or otherwise contained on the lot Owner's property. This covenant shall be strictly enforced by the Board without reservation or exception of any type or nature. The Board shall have the power and authority to levy escalating fines, which fines, if not paid, shall become a lien on the lot of the Owner allowing any pet to run at large. It is suggested that the Board develop a schedule of fines commencing at \$50.00 for the first offense, \$100.00 for the second offense, and the removal of the animal upon the third offense, without exception or reservation.

Enforcement of fines and the lien imposed if a fine is not paid shall be followed by an action filed in the Eighteenth Judicial District Court of and for the County of Gallatin, Montana, to enforce the provisions of this section. The terms and provisions of the Gallatin County Dog Control Ordinance shall be, and are, incorporated herein by reference and shall be adhered to in addition to the provisions set forth above.

11.10 Wildlife and Trash.

The feeding of large wild animals shall be strictly forbidden. No salt licks shall be placed upon the Property to entice wild animals to come upon the Property. Owners acknowledge that wildlife damage to landscaping will occur; Owners accept this risk and agree not to file claims against the Homeowner's Association or other governing body for such damages. The taking of any wildlife species within the Property boundary is strictly prohibited. Wildlife shall not be molested in any manner or fashion.

11.11 Junk Vehicles, Equipment or Other Miscellaneous Paraphernalia.

No junk vehicles, equipment or other miscellaneous paraphernalia shall be allowed to accumulate on any lot within the Property unless screened from plain view from all other lots, Parks, Common Areas and roadways.

11.12 Antennas and Satellite Dishes.

In no case shall a satellite dish exceed 30" in diameter. No antennas for the transmission or reception of telephone, television, microwave, radio signals, or wireless reception shall be placed on any Lot within the Property without the prior written approval of Declarant and/or Association. Ham radio antennae are specifically prohibited.

11.13 Building Codes.

All structures shall be constructed in compliance with Uniform Building Codes, including codes for this Seismic Zone and the National Fire Protection Association Codes. Spark arrestor screens shall be placed on all fireplace and wood stove chimneys. Smoke detectors shall be installed on each level of all dwelling units. All dwellings shall be constructed with an automatic fire sprinkler system meeting the requirements of MFPA 13D/Uniform Fire Code.

11.14 Exterior Wall Materials.



The character of the building exterior should be kept simple in order to harmonize and compliment the surrounding environment of the site. Natural materials and subdued colors harmonizing with and not in contrast to the natural environment throughout the subdivision should predominate the main body of the building. The ARC may consider materials other than wood, stone, log, or synthetic materials that maintain the aesthetic continuity of the Galactic Park Subdivision, including pre-finished composite wood products and synthetic siding materials.

11.15 Exterior Lighting.

The intent of lighting restrictions is to reduce the amount of light pollution and to be unobtrusive to neighboring properties. Exterior lighting shall be subdued, understated and indirect. Lighting shall be "down" type and shall not radiate out from the property. In all cases, excessive glare to neighboring properties or circulation shall be avoided.

11.16 Wood Burning Devices.

All wood burning devices shall meet EPA certification standards. Spark arrester screens shall be placed on all fireplace and woodstove chimneys.

11.17 Wildland Residential Interface.

All structures located in the Subdivision shall use only Class A or Class B fire-rated roofing materials. Wood shakes or shingles can achieve a Class B rating by using a foil-faced or equivalent substrate or underlayment of non-combustible material and when the shakes are periodically treated with fire retardant. Manufacturer's guidelines for treatment and re-treatment shall be followed.

11.18 Fire Protection Guidelines.

The vegetation reduction and clearance guidelines of the Fire Protection Guidelines for Wildland Residential Interface Development shall be met and adhered to at all times.

Article XII Enforcement, Duration and Amendment

12.1 Enforcement.

The Federation, or any Owner, 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 Federation or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Federation or any Owner shall elect to enforce any restriction, condition, covenant or reservation contained herein in the Eighteenth Judicial District Court of and for the County of Gallatin, the prevailing party shall be entitled to receive attorney's fees and costs as determined by the Court.

12.2 Duration of Restrictions.

All of the covenants, conditions, and restrictions set forth in these covenants shall continue and remain in full force and affect at all times against said property and the Owners thereof in perpetuity.

12.3 Amendment.

Any covenant which is included herein as a condition of preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the Owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.

This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot Owners, which instrument must be recorded in the Office of the Clerk and Recorder of Gallatin County, Montana. Such amendments shall be duly executed and placed of record in the Office of the Clerk and Recorder of Gallatin

County, Montana. No covenant, condition or restriction set forth herein providing for the establishment "in perpetuity" shall be amended.

12.4 Violation Constitutes Nuisance.

Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarant or its successors-in-interest and/or by any lot Owner; and such remedies shall be deemed cumulative and not exclusive.

12.5 No Waiver.

The failure of the Board or Federation or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment, for the future, of such term covenant condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board or Federation of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board or Federation.

Article XIII Mandatory Covenants

Notwithstanding anything to the contrary in this Declaration, the Gallatin County Commissioners, as governing body of Gallatin County, have imposed, through the Findings of Fact and Order and Conditions of Final Plat, the following mandatory covenants, none of which shall be amended, modified or changed without the expressed approval of the Commission.

Covenants for the subdivision shall include the following provisions:

- a. All structures shall be constructed in compliance with Montana State adopted codes for construction, including codes for Seismic Zone 3, and the National Fire Protection Association Codes.
- b. The control of noxious weeds by the Homeowners' Association on those areas for which the Association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (7-22-2101 through 7-22-2153 MCA) and the rules and regulations of the Gallatin County Weed Control District.

The landowner shall be responsible for the control of state and county declared noxious weeds on his or her lot. In the event a landowner does not control the noxious weeds, after 10 days notice from the Homeowners' Association, the Association may cause the noxious weed to be controlled. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within 30 days of the mailing of such assessment.

- c. Title to the common open space within the subdivision shall vest in the Property Owners' Association and be maintained and controlled by the Board of Directors of the Association.
- d. Common open space shall be preserved and maintained for passive and active recreation, wildlife habitat, protection of scenic, and unique or important natural features.
- e. Membership in the Property Owners' Association shall be mandatory for each lot owner. Each lot owner shall be required to pay such fees as the Board of Directors of the Association deems appropriate for real estate taxes, insurance, and the maintenance of the common open space.
- f. The Property Owners' Association shall be responsible for liability insurance in an amount to be determined by the Board of Directors of the Association, which insurance shall name Gallatin County as a loss payee.

- g. A portion of the assessments levied by the Board of Directors of the Property Owners' Association shall become a lien on the lots within the subdivision in the event the taxes on the open space become delinquent. The Board of Directors shall adjust the assessments as the taxes on the common open space increase.
- h. Ownership shall be structured in such a manner that real property taxing authorities may satisfy tax claims against the common open space lands by proceeding against individual owners in the Property Owners' Association and the dwelling or building units they own.
- i. Property owners of the subdivision are informed that nearby uses may be agricultural. Property owners accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, flies and machinery noise. Standard agricultural practices feature the use of heavy equipment, burning, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.
- j. The maintenance of all exterior boundary fences shall be shared equally with adjacent property owners.
- k. All dwellings and commercial buildings shall be constructed with an automatic fire sprinkler system meeting the requirements of the NFPA 13D/Uniform Fire Code. The Fire District shall receive a stamped set of engineered sprinkler system plans for review and approval prior to construction. Inspections shall be scheduled, with 48 hours notice, during construction and after completion.
- l. The Property Owners' Association shall be responsible for the operation and maintenance of all interior subdivision roads, parks, and open space.
- m. Fencing along the exterior boundaries of lots is prohibited.
- n. The artificial feeding of all big game wildlife shall be prohibited.
- o. All garbage shall be stored in animal-proof containers or be made unavailable to animals.
- p. Owners acknowledge that wildlife damage to landscaping will occur. Owners shall accept that risk and shall not file claims against the Owners Association or any other governing body for such damages.
- q. Pets shall be controlled by each homeowner, and not allowed to roam within the subdivision.
- r. The taking of any wildlife species within the property is prohibited, except for catching fish.
- s. The planting of wildlife attracting vegetation shall be prohibited.
- t. All trees removed within each lot by the construction of homes, accessory buildings and driveways, shall be replaced by the lot owner.
- u. Off-street pedestrian walkways shall be established and maintained throughout the year by the property owners association.
- v. The Galactic Park Federation shall include in its annual budget sufficient funds to retain a wildlife biologist holding a PhD. In Wildlife Biology and having at least two years experience with the species and types of habitats found in southwest Montana. The Federation shall also include in its annual budget, funds established by such retained wildlife biologist to implement those actions, enhancements, protections, and adjustments to the open space as may be suggested and reasonably required to insure the continued and increased viability and sustainability of the existing wildlife habitat.
- w. For any tree having a diameter greater than six inches, three feet above the ground which is removed by the developer or lot owner for infrastructure including buildings, roads, water, sewer, or other utilities, the developer or lot owner shall be required to either replant a tree having at least a four inch diameter, one foot above the ground of a species indigenous to the area or deposit into the Galactic Park Federation's bank account an amount equal to the value of two such four inch diameter trees, which funds shall be used as directed by the



wildlife biologist to be retained by the Federation to oversee, preserve, and protect the sustained viability of the open space within the subdivision.

- x. No permanent structure shall be located outside of a building envelope as delineated on the final subdivision plat.
- y. Any covenant which is included herein as a condition of preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.

DATED this 14th day of OCTOBER, 2005.

DECLARANT:

ZOOT PROPERTIES, LLC., a
Montana Limited Liability Company

By:

Its: OWNER

STATE OF MONTANA)

ss.

County of Gallatin)

On this 14 day of October, 2005, before me, a Notary Public for the State of Montana, personally appeared Chris Nelson, known to me to be the Owner of ZOOT PROPERTIES, LLC., a Montana Limited Liability Company, and acknowledged to be that he executed the same pursuant to the power and authority vested in him.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal as of the day and year first above written.

Kristene L. Vandersloot

Notary Public for the State of Montana

Printed Name: Kristene L. Vandersloot

Residing at: Bozeman

My Commission expires: August 31, 2008

