

After recording, return to:
Reneé L. Coppock
Crowley Fleck PLLP
P.O. Box 2529
Billings, MT 59103-2529

Subscribed and sworn to before me this 16th day of November 2010.

344520
3:44 PM Dec 2010

Marcia Haignan, Dpty
112⁰⁰ pd

344520

**RESTATED
DECLARATION OF RESTRICTIONS
FOR
GRIZZLY PEAK MOUNTAIN HOMES SUBDIVISION**

November 16, 2010

WHEREAS, the parties referred to herein are the owners (the "Owners") of certain lots (the "Lots") in the Grizzly Peak Mountain Homes Subdivision, First, Second, Third, Fourth, Fifth, Seventh and Eighth Filings, and of Lots in the Amended Plat of Grizzly Peak Mountain Homes Subdivision Annex, Certificate of Survey No. 553, in Carbon County, Montana; and

WHEREAS, the Owners deem it desirable and in the best interests of all present and future Owners to protect the value and desirability of the Lots by updating and amending in its entirety the Declaration of Restrictions recorded on June 27, 1983, in Book 79 of Miscellaneous, Page 172, under Document #227218.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Owners of not less than 50% of the Lots in the Subdivision hereby declare that all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, personal representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner.

**I.
DEFINITIONS**

1.01 **Assessments** shall mean and refer to the sums levied against the Lots to pay for road and other Common Expenses.

1.02 **Association** shall mean Grizzly Peak Homeowners Association, Inc.

1.03 **Board of Directors** shall mean the Board of Directors of the Association.

1.04 **Bylaws** shall mean the Bylaws of the Association.

1.05 **Common Expenses** shall mean the maintenance, plowing and reconstruction of Private Roadways, rubbish fees, fire suppression and other expenses deemed to be common by the Board of Directors or as otherwise set forth in the governing documents for the Association.

1.06 **Declaration** shall mean this Restated Declaration of Restrictions for Grizzly Peak Mountain Homes Subdivision.

1.07 **Lots** shall mean the lots within the Subdivision.

1.08 **Owner** shall mean any person or entity who is the record owner of fee simple title to a lot in the Subdivision, including a buyer under a contract for deed, but excluding any entity or person who holds such interest as security for the payment of an obligation.

1.09 **Private Roadways** shall mean and refer to those roadways or streets constructed within the Subdivision, not including any publicly dedicated roadways.

1.10 **Subdivision** shall mean the Grizzly Peak Mountain Homes Subdivision, First, Second, Third, Fourth, Fifth, Seventh and Eighth Filings, and of Lots in the Amended Plat of Grizzly Peak Mountain Homes Subdivision Annex, Certificate of Survey No. 553, in Carbon County, Montana.

II.

REAL PROPERTY TO WHICH THIS DECLARATION APPLIES

This Declaration shall apply to all real property within the Subdivision. All persons, corporations, partnerships, limited liability companies, associations or other entities that hereafter acquire any interest in and to the Subdivision or any part thereof, shall be subject to, and held to agree and covenant with the other Owners, to conform to and observe the covenants, liens, conditions and restrictions stated in this Declaration.

III.

LOT MAINTENANCE AND USE

3.01 **Residential Use.** All Lots shall be used solely for residential dwelling purposes. Notwithstanding the foregoing, the Board of Directors may vote to allow a cistern or similar system to be placed on a Lot for the benefit of the Owners without a residential structure associated with the system.

3.02 **Single Family Use.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than a dwelling for a single family and their guests, and structures associated with such dwelling providing for the exclusive use of a single family, together with not more than one additional guest cabin per Lot. This paragraph shall not be applicable to the existing improvements located on Lot 11, Block 5, Second Filing, so long as Lot 11 is owned by the Sisters of Charity of Leavenworth.

3.03 **No Subdivision.** No Lot shall be subdivided. This restriction shall not be applicable to Lot 14, Block 2, Eighth Filing, nor to Lot 13, Block 2, Eighth Filing, provided, however, that no subdivision shall result in a lot whose area is less than three-quarters of an acre. In addition, this restriction shall not preclude the merger of any Lot or a portion of any Lot into another Lot.

3.04 **Animals.** No animals shall be raised, bred or kept on the Lots, except for ordinary household pets.

3.05 **Disallowed Activities.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may constitute an annoyance or nuisance to the neighborhood. The setting off of fireworks in the Subdivision is expressly prohibited. Snowmobiles, motorbikes, motorcycles and ATVs are not permitted in the Subdivision other than for ingress and egress to any Lot. All valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed and followed.

3.06 **Disallowed Use.** No trailer, basement, tent, shack, garage or barn shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence nor shall any trailer capable of being used as a dwelling be parked or located on any Lot for any extended period of time. This paragraph shall not apply during the time of any construction of improvements on any of the Lots.

3.07 **New Construction.** All structures shall be of new construction and no old building or old structure shall be moved onto any Lot.

3.08 **No Commercial Use.** No machinery, appliance or structure shall be placed or operated, the purpose of which is to facilitate the carrying on of any trading, manufacturing or repairing business or selling any article of commerce.

3.09 **Parking.** No permanent or extended parking of vehicles on the Private Roadways (whether dedicated or undedicated) is permitted.

3.10 **Septic and Sewage Disposal.** No dwelling structure shall be constructed without an adequate septic tank or sewage disposal system, and no outhouse or privy shall be permitted or maintained. Any septic tank or sewage or waste disposal system and any private water supply system including wells shall be located, installed and maintained at all times in compliance with standards established by the Montana State Board of Health and by any other governmental agency with jurisdiction.

3.11 **Set Back Requirements.** No structure shall be located within 20 feet of any boundary line of the Lot on which it is located, with the following exceptions:

- (a) On Lots 1, 2, 3, 4 and 5 in Block 6 of Grizzly Peak Mountain Homes Subdivision, First Filing, and on Lots 6, 7, 8, 9, 10 and 11 in Block 6 of the Amended Plat of the south half of Block 6, Block 7 and Block 8, Grizzly Peak Mountain Homes

Subdivision, First Filing, structures may be located to within 3 feet of the boundary of Willow Creek Tract A.

- (b) On Lots 6, 7, 8, 9, 10 and 11 in Block 7, and on Lots 1 and 2 in Block 8, and all of the Amended Plat of the south half of Block 6, Block 7 and Block 8, Grizzly Peak Mountain Homes Subdivision, First Filing, structures may be located to within 3 feet of the boundary of Willow Creek Trail and the boundary of Beaver Trail Loop.
- (c) On Lot 12 in Block 6 of the Amended Plat of the south half of block 6, Block 7 and Block 8, Grizzly Peak Mountain Homes Subdivision, First Filing, structures may be located to within 3 feet of the north boundary of that Lot.
- (d) On Lot 1, Block 2, Amended Plat of Grizzly Peak Mountain Homes Subdivision Annex, Certificate of Survey No. 553, and on Lot 2, Block 1, Fourth Filing, structures may be located to within 3 feet of the north boundary of said Lots, and there shall be no minimum distance with respect to the common boundary line of the two Lots so long as the Lots are in the same ownership.

The restrictions of this paragraph 3.11 shall not apply to any structures which were either in existence or under construction as of June 27, 1983.

3.12 Fencing. No fencing shall be permitted except for decorative fences located not more than 30 feet from the residential building located on the Lot upon which the fencing is erected. This paragraph shall not apply to any fencing in existence or under construction as of June 27, 1983.

3.13 No Hunting. Neither hunting nor the discharge of any rifle, shotgun, pistol or other firearm is permitted at any time in the Subdivision.

3.14 Noxious Weeds and Refuse. Each Owner shall control all noxious weeds on the Owner's Lot. No burning of any rubbish and no accumulation or storage of litter, refuse, building materials or trash of any kind shall be permitted on any Lot, except that during construction, building materials may be stored on the Lot for a reasonable period of time.

3.15 Condition and Repair. Each Owner shall keep the Owner's Lot and all improvements located thereon in good order, condition and repair.

3.16 Hazardous Material Use. No Owner shall use, or allow the use of, hazardous materials on, about or under a Lot, except as part of lawn and household care and maintenance, as is customary and in accordance with all applicable laws, rules, regulations, ordinances, environmental laws and this Declaration. Each Owner shall indemnify, defend, protect and hold the other Owners harmless from and against any and all claims, actions, proceedings, losses, suits, liabilities, damages, deficiencies, fines, penalties, costs or expenses (including reasonable attorney fees, consultant fees, investigation and laboratory fees, court costs and expenses) which arise out of or in connection with the Owner's breach of this paragraph.

3.17 **Fire Suppression.** All Lots shall be properly maintained so as to have the least potential fire hazard as reasonably practical. It is the Owner's responsibility to be in compliance with current Carbon County fire restrictions. For campfires, call Carbon County Sheriff's office to determine the level of fire restrictions. Campfires, which must be attended at all times, must be confined to an area with a diameter no greater than 38". Slash burning is restricted to periods of "low fire danger" as determined by the U.S. Forest Service.

3.18 **Road Use.** Notwithstanding ownership of the Private Roadways within the Subdivision, the Association shall have the power and authority to restrict use, impose speed limits and require repair, upgrade and maintenance thereto and to impose other reasonable restrictions thereon.

IV. ASSESSMENTS

4.01 **General and Special Assessments.** The Board of Directors shall have the power to levy Assessments as set forth in Section 4 of the Bylaws.

4.02 **Agreement to Pay Assessments.** Each Owner, by acceptance of title to any Lot, whether by deed, devise or inheritance, regardless of whether it shall be so expressed in any such deed or other conveyance, shall hereafter be deemed to covenant and agree to pay to the Association the Assessments levied by the Board of Directors. All such Assessments, together with interest thereon from 30 days after the due date at the highest rate as allowed by law, costs of collection and reasonable attorney fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for any Assessment provided herein by abandonment or otherwise.

4.03 **Right to a Lien.** If any Assessments are not paid within 30 days after their due date as determined by the Board of Directors, the Association may, at any time thereafter, record a lien against the delinquent Owner's Lot in the public records of Carbon County, Montana, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such Assessment the cost of any such action, including reasonable attorney fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and the attorney fees and other costs.

4.04 **Priority of Lien.** Liens for delinquent Assessments shall be effective as of the date of the recording of the claim of lien in the public records of Carbon County, Montana, and shall be prior and superior to the creation of any homestead status on the property and any subsequently recorded liens or encumbrances.

4.05 **Subordination of Lien to Mortgage or Trust Indenture.** The lien of the Assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage or trust indenture to an

institutional lender, unless the claim of lien is recorded prior to the lender's lien. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot(s) pursuant to a decree of foreclosure and in any other transfer or proceeding in lieu of foreclosure, and shall not relieve any Lot(s) from liability for any Assessments thereafter becoming due or from the lien of any subsequent Assessment.

V. ENFORCEMENT OF COVENANTS

5.01 **Enforcement.** Failure to comply with the covenants set forth in this Declaration or with rules and regulations established by the Board of Directors or Association from time to time shall be grounds for immediate action. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms, or to prevent violation or breach of any of the covenants or terms herein. The Board or any Owner may, but shall not be required to, seek enforcement by a proceeding at law or in equity, of all restrictions and conditions now or hereafter imposed by the provisions of this Declaration. Every remedy shall be deemed accumulative and not exclusive. Failure by any Owner or the Board of Directors to enforce any restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In an action to enforce this Declaration, the non-prevailing party shall pay to the prevailing party all costs, expenses and reasonable attorney fees incurred in such action.

VI. MISCELLANEOUS PROVISIONS

6.01 **Transfer of Lot.** There are no restrictions on transfers of Lots; however, any Owner desiring to sell or otherwise transfer title to a Lot shall give the Association at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require.

6.02 **Non-Liability of Board and Others.** Neither the Association, the Board, nor the members of the Board, shall be liable to any Owner, or any other persons, for any loss, damage or injury arising out of or in any way connected with the adoption, implementation or enforcement or non-enforcement of this Declaration; and all Owners hereby waive, release and forever discharge the Association, the Board, and members of the Board now or hereafter elected from any liability arising out of or in any way connected with the adoption, implementation or enforcement or non-enforcement of this Declaration or any amendment to it.

6.03 **Invalidation.** Invalidation of any one of the restrictions or covenants by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

6.04 **Amendments.** Any provision herein may at any time be amended or revoked, or additional provisions added, upon written approval of the Owners of record of not less than 50% of the Lots and recording of a written instrument in the office of the Clerk and Recorder of Carbon County, Montana, duly signed and acknowledged by the then current President and

Secretary of the Association, with a certification that the Association obtained the written approval of Owners of record of not less than 50% of the Lots subject to this Declaration.

6.05 **Term.** The provisions of this Declaration shall be binding for a term of 25 years from the date of the recording of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten years unless this Declaration is amended as provided in paragraph 6.03.

6.06 **Election to Adopt Restrictions.** Lands in Section 32, Township 7 South, Range 20 East that are not subject to these restrictions may become subject to it by recording the owner's acceptance in Carbon County. These provisions shall become fully effective as to that Owner as of the date of recordation, except that the Owner shall not be entitled to exercise the remedies of paragraph 5.01 as to any violations which commenced or occurred prior to the recording date of the acceptance.

6.07 **Governing Law.** This Declaration has been made in the State of Montana, and shall be governed by the laws of the State of Montana.

6.08 **Breach.** The breach of any provision of this Declaration shall not entitle any Owner to terminate this Declaration.

DATED: November 16, 2010.

IN WITNESS WHEREOF, the undersigned Owners have executed this Declaration on the dates set forth below.

[The remainder of this page is intentionally left blank.]

OWNER

LEGAL DESCRIPTION

ROBERT P. BROWN

Lot 6, Block 3, Third Filing

NANCY TIA BROWN

Patricia K. Burg
PATRICIA K. BURG

Lots 11 and 12, Block 2, Seventh Filing

Vincent W Carpenter
VINCENT W. CARPENTER

Lots 10 and 11, Block 4, Second Filing

Janet M Carpenter
JANET M. CARPENTER

Anne K. Dietrich
ANNE K. DIETRICH

Lots 6 and 7, Block 2, Seventh Filing; Lots
14, 15 and 16, Block 4, Second Filing

Anne K. Dietrich
ANNE K. DIETRICH

Lots 2, 3, 4 and 5, Block 5, Second Filing

William M. Dimich
WILLIAM M. DIMICH

George H. Selover
GEORGE H. SELOVER

Thomas W. Dimich
THOMAS W. DIMICH

East 1/2 of Lot 1, Block 5, Second
Filing; Lot 3, and West 150' of Lot 4, Block
6, First Filing

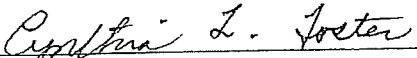
Nancy A. Dimich Louvet
NANCY A. DIMICH LOUVET

William M. Dimich
WILLIAM M. DIMICH

Lot 8, Block 6, of the Amended Plat of the
South 1/2 of Blocks 6, 7 and 8, First Filing


DANIEL L. ERIKSON

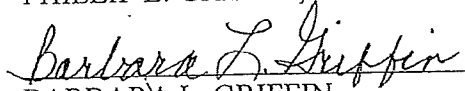
Lot 3, Block 3, and Lots 4, 5, 6 and 7,
Block 4, Third Filing


CYNTHIA FOSTER

Lot 5, Block 2, Fourth Filing


PHILLIP E. GRIFFIN, JR.

Lot 6, and 1/2 interest in Lot 7,
Block 5, Second Filing (all of which
shall be deemed 1 1/2 lots)



BARBARA L. GRIFFIN


ALLEN P. HARTMAN


Lot 12, Block 6, First Filing

BONNIE HEFTY

Lot 9, Block 2, Seventh Filing

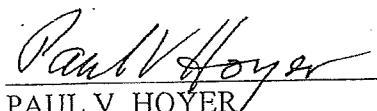

STEVEN R. HENRY

Lot 13, Block 6, First Filing

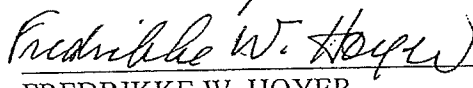

JUDY K. HENRY


PAUL SCOTT HERRICK

Lot 17, Block 4, Second Filing


PAUL V. HOYER

Lots 4 and 5, Block 3, Third Filing


FREDRIKKE W. HOYER

Lot 4, Block 2, Fourth Filing

DAVID M. HUMMEL, JR.


CYNTHIA N. HUMMEL

BARBARA DODD HYLTON TRUST

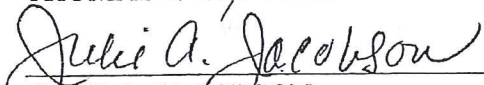
Lot 14, Block 2, Eighth Filing

By: _____
ROBERT R. HYLTON, Trustee

By: _____
BARBARA D. HYLTON, Trustee


THOMAS J. JACOBSON

Lot 4, Block 7, Fifth Filing


JULIE A. JACOBSON


DAVID L. JOHNSON

Lot 8, and 1/2 interest in Lot 7,
Block 5, Second Filing (all of which
shall be deemed 1 1/2 lots)


JUDITH S. JOHNSON


DOUGLAS PAUL KRAFT

Lot 13, Block 4, Second Filing

CLINTON F. KREIMAN REVOCABLE
TRUST

Lot 5, Block 7, Fifth Filing, excepting
a .321 acre tract as described in Warranty
Deed recorded in Book 90 at page 625 .

By: _____
Clinton F. Kreiman, Trustee

DONALD E. KRISTIANSEN

Lot 2, Block 6, First Filing

LEIGH ANN KRISTIANSEN

TERESA ANN VAP LECHNER

Lot 12, Block 4, Second Filing

SUSAN LEA VAP

KATHERINE KAY VAP CAMPAGNA

DENNIS J. VAP

William M. Leslie
WILLIAM M. LESLIE

Lots 9 and 10, Block 7, First Filing

Claire W. Leslie
CLAIRE W. LESLIE

Lots 11 and 12, Block 7, First Filing

MARY E. LINDENBERG

Lot 10, Block 2, Seventh Filing, and Lot
13, Block 2, Eighth Filing

BRUCE A. LOHOF

ANNEMARIE LOHOF-THURNER

Lot 2, Block 7, Fifth Filing

JOSEPH PETER MANISCALCO

LELANI SNYDER PILLSBURY

Clayton H. McCracken
CLAYTON H. McCRACKEN

Lots 7 and 8, and a .229 acres tract of
land in Lot 6 (as described in Deed recorded
in Book 88, page 504), all in Block 7, First
Filing, Amended (all of which shall be
deemed 2 lots)

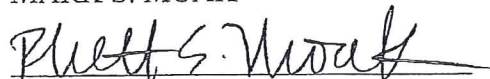
Joan F. McCracken
JOAN F. McCRACKEN

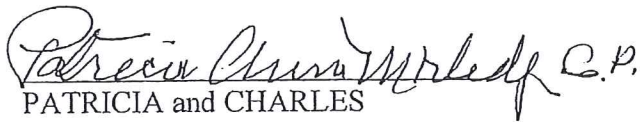

McDONOUGH FAMILY, LP

Lots 1 and 2, Block 3, Lots 1 and 2, Block 4,
Third Filing and W½ of vacated Birch Trail
(all of which shall be deemed 4 lots)

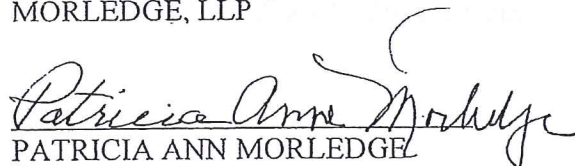

MARK S. MOAK

Lot 2, Block 2, Amended Plat of Grizzly
Peak Mountain Homes Subdivision Annex,
Certificate of Survey No. 553


RHETT S. MOAK


PATRICIA and CHARLES
MORLEDGE, LLP

Lot 8, Block 4, Third Filing


PATRICIA ANN MORLEDGE

Lot 9, Block 4, Second Filing

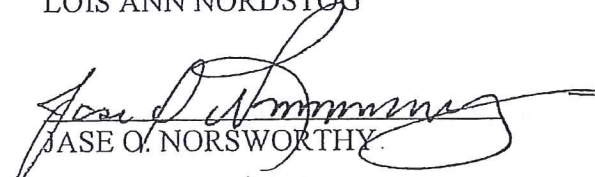
SHARON NIX

Lot 3, Block 2, Fourth Filing

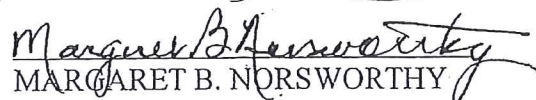
PAUL NORDSTOG

Lot 3, Block 4, Third Filing

LOIS ANN NORDSTOG


JASE O. NORSWORTHY

Lots 18 and 19, Block 4, and Lot 9,
Block 5, Second Filing


MARGARET B. NORSWORTHY

JOHN M. OVERTON

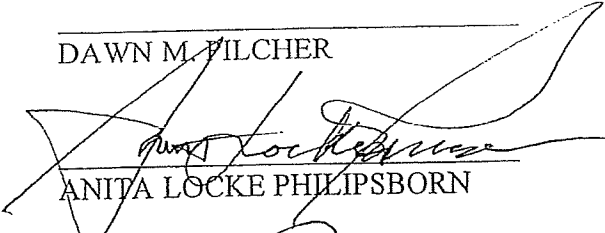
Lot 1, Block 1, Fourth Filing

SHIRLEY OVERTON

DOUGLAS C. PILCHER

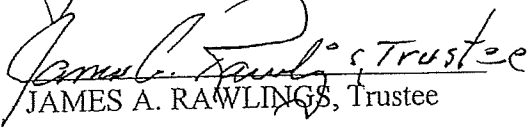
Lots 1, 2 and 4, Block 8, First Filing

DAWN M. PILCHER



ANITA LOCKE PHILIPSBORN

Lots 1 and 2, Block 1, Fifth Filing



JAMES A. RAWLINGS, Trustee

Lots 5 and 7, and East 50' of Lot 4,
Block 6, First Filing (all of which shall
be deemed 2 lots)

PATRICIA A. RAWLINGS, Trustee

JAMES E. RENO

Lot 3, Block 8, First Filing

MARGARET L. RENO

J. PATRICK SCHINDELE

Tract 3-A of 2nd Amended Plat of Lot 3,
Block 7, Fifth Filing, according to
Certificate of Survey No. 918

MICHELE SCHINDELE

SELOVER CABIN LLC

Lots 1, 10 and 11, Block 6, First Filing

By: 

SISTERS OF CHARITY OF LEAVENWORTH

Lot 11, Block 5, Second Filing

By: 

BARRY W. SMITH

West 1/2 of Lot 1, and Lot 10, Block
5, Second Filing

Ronald H. Smith
RONALD H. SMITH

Karin E. Smith
KARIN E. SMITH

MELVIN L. SUMMERS

DIANE M. SUMMERS

SYLVESTER H. SCHIED

DOLORES A. SCHIED

Paul A. Tackes
PAUL A. TACKES

RENEE ELSEN

RON S. THOM

AUDRE K. THOM

JULIUS J. VINIK REVOCABLE
TRUST

By: _____
Trustee

Lot 6, Block 6, of the Amended Plat of
the South 1/2 of Block 6, 7 and 8, First
Filing

Tract 3-B of 2nd Amended Plat of Lot 3,
Block 7, Fifth Filing, according to
Certificate of Survey No. 918

Lot 6, Block 7, First Filing (excepting
a .229 acre portion as described
in Warranty Deed recorded May 16, 1972,
in Book 90 at page 623), together with a
.321 acre tract within Lot 5, Block 7, Fifth
Filing, also described in said Warranty Deed
(all of which shall be deemed one lot)

Lot 8, Block 2, Seventh Filing,
Certificate of Survey No. 613

Lot 2, Block 2, Fourth Filing

Mark L. Wilson
MARK L. WILSON
Sheila M. Wilson
SHEILA M. WILSON

Lot 1, Block 2, Amended Plat of Grizzly
Peak Mountain Homes Subdivision Annex,
Certificate of Survey No. 553; Lot 2, Block
1, Fourth Filing

PEGGY LOUISE MONAGHAN

Lot 1, Block 2, Fourth Filing

JOANNE WROE

STATE OF MONTANA)
 : ss.
County of Yellowstone)

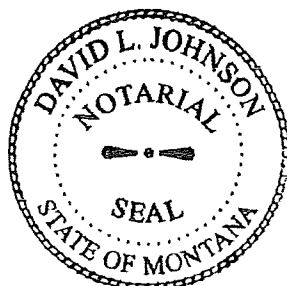
This instrument was acknowledged before me on November 16, 2010, by Patricia K. Burg, George H. Selover, individually and as the Manager of Selover Cabin LLC, Thomas W. Dimich, Nancy A. Dimich Louvet, Phillip E. Griffin, Jr., Allen P. Hartman, Steven R. Henry, Judy K. Henry, Paul Scott Herrick, Paul V. Hoyer, Fredrikke W. Hoyer, Thomas J. Jacobson, Julie A. Jacobson, Douglas Paul Kraft, Clayton H. McCracken, Joan F. McCracken, Mark S. Moak, Rhett S. Moak, Patricia Ann Morledge, individually and as the General Partner of Patricia and Charles Morledge, LLP, Anita Locke Philipsborn, James A. Rawlings, Trustee, Sister Marie Damian Glatt of Sisters of Charity of Leavenworth, Karin E. Smith, Paul A. Tackes, Mark L. Wilson, and Sheila M. Wilson.

This instrument was acknowledged before me on November 19, 2010, by Vincent W. Carpenter, Janet M. Carpenter, Anne K. Dietrich, Barbara L. Griffin, Jean M. McDonough as the General Partner of McDonough Family, LP, Jase O. Norsworthy, Margaret B. Norsworthy, and Ronald H. Smith.

This instrument was acknowledged before me on November 22, 2010, by Daniel L. Erikson.

This instrument was acknowledged before me on November 24, 2010, by William M. Dimich and Cynthia L. Foster.

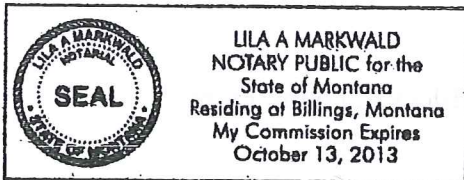
[SEAL]



David L. Johnson
David L. Johnson
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires July 2, 2011

STATE OF MONTANA)
 : ss.
County of Yellowstone)

This instrument was acknowledged before me on December 7, 2010, by David L. Johnson and Judith S. Johnson.

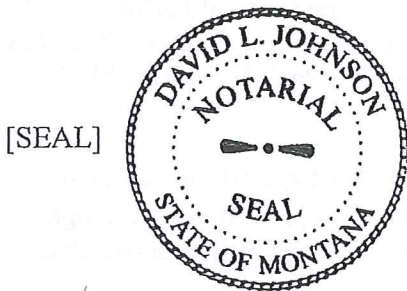


[SEAL]

Lila A. Markwald
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires October 13, 2013

STATE OF MONTANA)
 : ss.
County of Yellowstone)

This instrument was acknowledged before me on December 20, 2010, by William M. Leslie and Claire W. Leslie.



[SEAL]

David L. Johnson
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires July 2, 2011