

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE EAST
GALLATIN COMMERCIAL CENTER SUBDIVISION AND BYLAWS OF THE OWNERS
ASSOCIATION**

This Declaration is made this 12th day of SEPTEMBER 2006, by the S&S Construction, LLC, a limited Liability Company whose mailing address is P.O. Box 7214 Bozeman, Montana 59715, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the described real property situated in Gallatin County, Montana:

See Exhibit "A" attached hereto and by this reference made a part thereof and hereinafter referred to as the "property"; and

WHEREAS, Declarant has developed a plan for the Development of the real property herein described; and

WHEREAS, The Declarant has agreed and does agree by the execution of this document to subject all of the real estate herein described and the lots, and subdivisions thereof to the covenants, conditions, restrictions and reservations set forth, herein referred to as "Covenants". These Covenants shall be for the benefit of the property owners thereof and shall run with the property, applying to and binding upon the Declarant and the owners and their successors and assigns, subject nevertheless to the provisions contained herein amendment thereto; and

WHEREAS, the development on and under the real property herein described shall be known as the "East Gallatin Commercial Center Subdivision" and shall be referred to herein as the "Project". Now, **THEREFORE**, Declarant does hereby establish, dedicate, declare, publish and impose upon the property the following covenants which shall run with the land and shall be binding upon and be for the benefit of all persons claiming such property, their grantees, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, acceptable architectural design, commercial and business use, control of development, maintenance of improvements, safety and other purposes set forth in these covenants for the property and project. Such covenants shall apply to the entire property described in Exhibit A, and all improvements placed or erected thereon. Said covenants shall inure to and pass with each and every parcel, tract, lot, improvement, multiple unit structure or division of the property herein described. Said Covenants are as follows:



EAST GALLATIN COMMERCIAL CENTER

ARTICLE I.

DEFINITIONS

Section 1 Association or SOA.

The term "Association" or "SOA" shall mean the East Gallatin Commercial Center Property Owners Association, its successors and assigns. The Association may be incorporated as a Montana corporation with the owners as members.

Section 2 Common Areas.

The term "Common Areas" shall mean the roads and other easements or areas dedicated or reserved for the use of all the owners, as shown on the site plan.

Section 3 Contract Purchaser.

The term "contract purchaser" shall mean a person buying a lot or condominium within a building on a lot pursuant to a contract for deed, Montana trust indenture or mortgage. The term "contract for sale of lot" shall mean a sale of lot pursuant to a Contract for Deed, Trust Indenture, Mortgage or Cash Sale Agreement which has gone to closing.

Section 4 Directors

The term "Directors" shall mean the Board of Directors of the Association and shall consist of three owners who shall be elected at each annual meeting from owners nominated by the members. The three nominees receiving the most votes shall be elected. The initial Board of Directors shall be elected for terms of one, two and three years, that is, one director for a one year term, one for a two year term and one for a three year term. Thereafter as a term expires, the next term shall be a three year term, thus staggering the terms of the Directors. Any vacancy in the Board of Directors occurring before the next annual meeting of the members may be filled by the remaining Directors for the remainder of the vacant term. The Directors shall have the authority to act on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Covenants and the Association and enforce these Covenants. The Directors shall act, by majority vote. The officers of the Association shall follow the directions of the majority vote of the Directors. Bylaws may be adopted by the Board of Directors which more particularly define and prescribe the procedures for notices of meetings, voting, duties of directors and officers and other procedural matters. The Directors may adopt additional design and maintenance material for that development and maintenance of the lots to take into consideration appearance, maintenance, traffic, parking, health safety and compatibility.

Section 5 Declarant.

The term "Declarant" shall mean and refer to S&S Construction, LLC, a Limited Liability Company, and its successors and assigns.

Section 6 Lot.

The term "lot" shall mean the lots shown within the subdivision on the subdivision plat of the project.

Section 7 May.

The term "may" is permissive.



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Section 8 Member.

The term "member" shall mean any owner. Each member or owner agrees to abide and be bound by these Covenants, the Articles of Incorporation, the Bylaws and the Resolutions of the Board of Directors of the Association, if any.

Section 9 Owner/Person/Lot Owner.

The term "owner" shall mean any person owning a fee simple interest in a lot, or a contract purchaser, whether one or more persons or entities, owning or purchasing a lot, but excluding those having a mortgage or an interest merely as security for the performance of an obligation. The term "person" hereinafter shall include person, persons or entities.

At the time of any conveyance or contract for sale of a lot, owned by Declarant or an owner, the Declarant or owner shall have the right to reserve such rights and easements or impose such conditions as it deems necessary or reasonable on or under the lot or lots being conveyed or sold, provided no reservation of such rights or condition shall violate the terms of these Covenants.

Section 10 Property.

The terms "property" or "properties" shall mean all of the real property herein described and subsequently surveyed and platted into lots, parks, streets and ways within the project, thereof according to the official plats and/or phases thereof filed of record in the office of the Clerk and Recorder of Gallatin County, Montana.

Section 11 Shall.

The term "shall" is mandatory.

Section 12 Site Plan.

The term "site plan" shall mean the subdivision plat of the project filed with the Clerk and Recorder for Gallatin County showing the property, lots, common areas and roads, streets, ways, parking areas and utility lines.

Section 13 Utilities.

The term "utilities" shall mean utility lines for power, sewer, gas, telephone and other utility lines and service lines for television, computer services, gas or other service lines, whether presently available or not.

Section 14 Open Space.

The term "open space" shall mean the areas designated as open space on the site plan. The open spaces maybe used for the owners' drain fields, drainage easements, culverts, underground utilities and service lines, speed limit signs and the like, and may be landscaped by the owner. No other improvements will be allowed above ground in the open spaces.



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ARTICLE II.

RESPONSIBILITY FOR INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPAIRS OF IMPROVEMENTS ON OR UNDER THE COMMON AREAS.

Section 1 Construction by Declarant of Improvements.

The Declarant shall install or cause to be installed or constructed the following improvements within the common areas:

a. Telephone, Power and Gas Main Lines within the project.

The mainlines for telephone, power and gas shall be connected **up to** the main utility lines in the area and Declarant shall install such utility lines near each lot within the utility or road easements or common areas shown on the site plans.

b. Streets. The streets shown on the site plan shall be installed in accordance with the present Gallatin County requirements for such a subdivision.

c. Such other amenities as the Declarant deems appropriate or as required by Gallatin County.

d. Weed Control

The Declarant shall seed any area of the subdivision disturbed during development.

Section 2 Reservation of Easements and Encroachment Rights for Utilities, Improvements and Amenities.

The Declarant and its successors in interest reserve and retain throughout the property and project the reasonable and necessary easements and encroachment rights to install the utilities service lines, including sewer and water lines, improvements and amenities mentioned in Section 1 and for other service lines and utility and cable services, whether presently available or not, in the common areas and open spaces and along the easements reserved or delineated on the site plan. Declarant, or its successors in interest (including the Association), may grant such easements to the utility or service company as necessary for installation of service lines. When the Declarant has sold all of the lots within the subdivision, the Association shall succeed to the rights and reservations herein set forth.

Section 3 Lot Owner's Responsibility for Common Element Improvements.

The owners shall be responsible and have the obligation, at its cost, to install and hookup the utility and service lines from the main lines to the buildings and improvements on the lot. The owners shall pay for all service and use charges billed by the utility and service companies for deed to an owner or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an owner. The legal title retained by the Seller selling under a contract shall not qualify such Seller for membership.

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Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgagee, beneficiary or original seller on a contract or repossession for any reason of a lot or unit sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal owner.

Section 3 Voting rights.

The owner of a lot shall be entitled to one vote per lot. If more than one owner has an interest in a lot or a building, the votes shall be allocated to each owner in accordance with such owner's percentage interest in the lot or building.

Section 4 Power and Authority.

A Property Owners Association (SOA), the East Gallatin Commercial Center Property Owners Association, shall be established. The SOA, acting through its Board of Directors, shall have the power and authority to take such actions as shall be necessary or reasonable to implement and carry out the purposes and intent of these Covenants, care for, protect and maintain the streets, roads, Waste water treatment system, fire protection and easements, landscaping, drainage easements and common areas; to administer and enforce these Covenants; to collect assessments; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the project, including the formation of special improvement districts, either public or private, for such improvements as the Association shall approve.

The Property Owners Association shall be responsible for the maintenance of the subdivision's roads, the maintenance of the fire protection water supply, and the control of noxious weeds in the common areas.

Section 5 Bylaws.

The Association adopts the following Bylaws for the administration of the Association.

Section 6 Annual Meeting of Members.

The Association shall hold an annual meeting each year at such date, place and time as shall be set by the Board of Directors. Initial Directors are Steven G. Jones, Donald J. Platisha and Lee Oldenberger. At the annual meeting, the members shall review and approve a budget for, the next year, shall elect Directors to fill any expired term or vacant position, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association.

Section 7 Annual Meeting of Board of Directors.

The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members. At the annual meeting, the Directors shall elect a Chairman, Vice-Chairman and Secretary-Treasurer for the Association from among the Directors, except that the Secretary-Treasurer maybe a member who is not a Director.



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ARTICLE IV.

ANNUAL AND SPECIAL ASSESSMENTS

Section 1 Annual and Special Assessments, Creation of the Lien and Persona Obligation of Assessments.

The Declarant hereby covenants; and the owners of any lot or building or, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these Covenants and have agreed to pay to the Association:

- (1) Annual assessments or charges; and,
- (2) Special assessments for capital improvements, activities and promotions,
- (3) Such assessments shall be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on each building and lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with the interest, costs and reasonable attorney's fees shall also be the personal obligation of the owner(s) of such property at the time when the assessment fell due.

Section 2 Purpose of Annual Assessments.

The annual assessments levied by the Association shall be used to promote the business, safety, convenience and welfare of the owners and for the improvement, repair and maintenance of roads, easements, common areas and for any other purposes, expressed or implied, in these Covenants. The Association shall have the responsibility and authority for maintaining the common areas, establishing rules for the use thereof and providing for road maintenance, repairs and snow removal, maintenance of the fire protection water supply, control of noxious weeds in the common areas and promoting the business use of the properties.

Section 3 Amount of Annual Assessments.

The maximum annual assessments per lot which may be made by the Association in every calendar year shall not substantially exceed the projected and budgeted actual and reasonable costs to be incurred by the Association during the coming year in carrying out the purposes herein set forth and may include a reasonable reserve for maintenance and contingencies. The amount of the annual assessments shall be fixed by the Board of Directors of the Association in the following manner:

At each annual meeting of the members of the Association, the Directors shall present a proposed budget of the estimated expenses for the Association for the coming year to the members for review, discussion, amendment, comment and approval. The members shall approve or amend the proposed budget by a majority vote of the members present or those voting by proxy. The members shall continue to vote until a budget is approved by a majority of the votes present or represented by proxy. After the annual meeting, the Board of Directors shall set the amount of the assessments and the date(s) due for the coming year based upon the budget approved in the manner herein set forth.

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Section 4 Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, paving or replacement of roads, parking, walkways and other common areas capital improvements on the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of sixty-six and two-thirds percent (66 2/3rds%) or more of all of the votes of the members who are present, in person or by proxy, at a meeting duly called for that purpose. Special assessments may be levied to be paid over one or more years. Assessments for normal maintenance and repairs of any common area improvements shall not require sixty-six and two-thirds percent (66 2/3rds%) vote but shall be governed by the provisions of Section 3 above.

Section 5 Notice and Quorum of Any Action Authorized Under Covenants.

Written notice of any Association membership meeting called for the purpose of taking any action authorized under these Covenants shall be mailed or personally delivered to all members at their last known mailing address not less than ten days nor more than forty days in advance of the meeting. A quorum shall be required to take any action at an Association membership meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of the total votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Notice of a Board of Directors' meeting shall either be by written notice or by oral notice to each Director, delivered or communicated at least two days before a meeting, unless waived in writing by a Director. The Board of Directors shall hold such meetings as set forth in these Covenants and in the By-Laws as shall be called by the Chairman or two Directors. A quorum of a majority of the Directors shall be required to take any action at a Directors' meeting.

Section 6 Uniform Rate of Assessment.

Except as herein provided for Developer's unsold lots, annual assessments shall be fixed by the Directors at a uniform rate for each lot based upon the allocated percentage of each building, except the Directors may fix a different uniform rate for improved and unimproved building footprints. The assessments may be collected on a monthly, quarterly or annual basis or any other regular basis as may be determined by the Board of Directors of the Association. Special assessments shall be fixed at the same rate for each building or lot affected by the special assessments. Different rates of annual or special assessments may be set for different areas of the project.

Section 7 Date of Commencement of Annual Assessments: Due Dates.

Except as herein provided, the annual and special assessments provided for herein shall be due as to the lots on the date determined by the Board of Directors. The Board of Directors shall mail notice of the amount of the annual and special assessments to the owners against each lot at least thirty days in

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advance of the due date of each annual assessment and at least ninety days in advance of a special assessment. Written notice of the annual and special assessments shall be mailed or personally delivered to every member subject thereto, at their last known mailing address.

Section 8 Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owners obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or by abandonment of his or her lot or building.

Upon delivery of the notice of assessment to the owner, the assessment shall be a lien upon the Owner's interest in the building and lot until paid. The Association may record notice of the lien with the Clerk and Recorder of Gallatin County, Montana; and in the event of non-payment within thirty days after the recording of the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property.

Section 9 Sale or Transfer of a Lot or Interest in a Lot or Building

The said, transfer or encumbrance of any lot, building or interest in a building shall not affect the assessment lien if recorded in the records of Gallatin County, Montana, or the personal liability of the owner responsible for the assessment. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such new owner from the liability for any outstanding assessments, or from any assessments thereafter becoming due, or from the recorded lien thereof. A person or entity purchasing a lot, building or interest in a building shall be responsible for checking with the Association for any outstanding assessments against said lot, building or interest in a building before the closing upon the purchase.

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Article V.

Architectural Control- Design Review Committee

A. East Gallatin Commercial Center Subdivision Design Review Committee

1. Authority

The East Gallatin Commercial Center Subdivision Design review Committee shall act in addition to, and not in lieu of the Bozeman City/County Planning Board and the Gallatin County Zoning Commission, as well as the State Building Department. The East Gallatin Commercial Center Design Review Committee (DRC) is given authority through Article V of the Declaration of Covenants, Conditions Restrictions for East Gallatin Commercial Center Subdivision.

2. Committee Organization and Make-up

A design Review Committee (DRC) shall be established by a majority of Board of Directors who is responsible for appointing members and terms. The DRC shall consist of three owners.

The DRC shall modify, when necessary, and enforce the design regulations related to the external design, appearance, and location of all specified properties and improvements with in the East Gallatin Commercial Center Subdivision.

3. Purpose

The East Gallatin Commercial Center Design Review Committee is established to coordinate, and assure compliance with the Design regulations and Protective Covenants. The objective of the Committee is to encourage development quality that will enhance the overall built environment with in the East Gallatin Commercial Center Subdivision.

4. Duties

The East Gallatin Commercial Center Design Review Committee is responsible for administering the Design Regulations and Protective Covenants and shall perform the following duties:

1. Establish and adopt the rules, regulations and procedures for Design Review Committee.
2. To review all of the following it deems necessary:
 - 1 Site plans
 - 2 Landscape plans
 - 3 Building drawings and Specifications
 - 4 Material Colors and Specifications
 - 5 Other information



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3. To require all improvements, such as the following, to be reviewed and approved by the DRC before constructions commences.
 - 1 Construction of buildings, auxiliary structures or roads
 - 2 Alterations and Remodeling
 - 3 Restorations
 - 4 Road Maintenance
 - 5 Landscaping, Fences and Walls
 - 6 Parking
 - 7 Signs and Exterior Lighting
 - 8 Other Improvements
4. To enforce height requirements contained within the Design Regulations and Protective Covenants.
5. To reject materials, designs and colors submitted with the plans, if they are not compatible or are deemed inappropriate with the surrounding area of the subdivision. It is the intent of the Declarant not to have a series of metal clad warehouses but to have a range of styles, shapes and materials used throughout this development.
6. To grant variances to the Design Regulations and Protective Covenants as the DRC deems necessary.
7. To interpret design regulations and Protective Covenants as it deems appropriate and make ruling thereon.
8. To insist upon completion of all improvements in substantial compliance with the approved plans specifications.
9. To enforce the Design Regulations and Protective Covenants in a court of law.
10. To revoke or suspend approvals and order suspension or cessation of construction in violation of the Design Regulations and Protective Covenants or any approval issued by the DRC.
11. To require that a fee of \$ 200.00 be paid for the review and approval of building plans and specifications.

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B. Liability

Neither the East Gallatin Commercial Center Review Committee nor any member thereof shall be liable to the East Gallatin Commercial Center Property Owners Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of the following:

1. The approval of any plans, drawings or specifications, whether or not defected.
2. The construction or performance of any work, whether or not pursuant to approved plans, drawings, or specifications.
3. The development or manner of development of nay property within the East Gallatin Commercial Center Subdivision

ZONING REGULATIONS AND CODES

I. General Zoning Regulations

All zoning, land use regulations and all other laws, rules and regulations of any government or agency under whose jurisdiction the land lies are considered to be part of and enforceable hereunder; and all of the owners of said lands shall be bound by such laws, rules and regulations.

a. Allowable Uses

The following are the only allowable use with in the subdivision:

- Light manufacturing
- Wholesale
- Service and retail establishments
- Mechanical and woodworking services
- Sales establishments
- Shopping type establishments
- No Commercial animal operations
- No residential uses

Property owners are prohibited from carrying out operations that create excessive and loud noise from the hours of 9PM to 7AM

b. Setbacks

Front setback	15'
Side setback	10'
Rear setback	15'

Other: setbacks as specified on the final plat

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c. Green spaces

See subdivision plat for specific lot requirements.

Green spaces can be used for parking and driveways only. The total usable area with in each lot's green space, shall not exceed 75% of the total required green space.

d. Agricultural Issues

Lot owners and residents of the subdivision are informed that adjacent uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in dust, animal odors, flies, smoke and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.

All fences bordering agricultural lands shall be maintained by the property Owners in accordance with State Law.

SITE DESIGN GUIDELINES & REGULATIONS

1. Site Drainage

Each lot within the East Gallatin Commercial Center Subdivision shall be graded and landscaped in a manner that prevents drainage on to adjoining lots. In addition, storage areas for snow removal shall be located to prevent drainage on to adjoining lots.

2. Driveways and Parking

The first 20 feet of the site access shall be perpendicular to the adjacent street. All access drives and parking areas shall respect existing landforms and vegetation. The DRC encourages the placement of parking adjacent to and behind buildings, rather than facing the adjoining street.

Parking may not encroach into the 10' side setback or the 15' Front Back setback.

The construction and maintenance of all driveways and culverts shall be the responsibility of the owner. Culverts shall be equipped with flared ends, tapered into the landscape. Where required, culverts shall be a minimum 15" in diameter.

Driveways and primary parking areas shall be asphalt, concrete or other materials approved by the DRC.

3. Utilities

It shall be the sole responsibility of the owner to contact utility companies prior to any excavation and grading, including, but not limited to the following:

Utilities shall be installed underground

Meters shall be placed in a location so as to be accessible to the meter reader and yet not highly visible from adjoining streets.



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4. Water Supply

All lots requiring water shall install a well in accordance with the Montana Department of Environmental Quality Subdivision Plat Approval Statement. Any water system, which will serve 25 or more persons daily, for a period of at least 60 days out of a calendar year, shall be defined as a public water system. A public water system must be submitted to the Montana Department of Environmental Quality for review and approval.

No lot owner may remove water or cause to be removed water from Irrigation ditches without deeded water rights, and before any maintenance or improvements are performed on any of the ditches, the owner of the waterway must give written permission for the work to be done.

5. Sewage Disposal

All lots producing wastewater shall utilize the subdivision sewage treatment system. Sewage entering into the wastewater treatment system shall not contain hazardous chemicals or other chemicals which are known impact the functioning of the wastewater treatment plant.

6. Garbage and Refuse Disposal

All rubbish, trash and garbage shall be regularly removed from the property, and shall not be allowed to accumulate. All trash, garbage and waste shall be in dumpsters or other enclosed covered container. All dumpsters and exterior storage areas shall be screened or concealed from view.

7. Exterior Lighting

All exterior lighting shall be directed downward so as not to effect neighboring residential airport operations.

LANDSCAPING

All owners in the East Gallatin Commercial Center Subdivision shall be required to landscape their grounds and provide underground irrigation systems to sprinkle lawns and water plants. At a minimum a 25 foot corridor will be landscaped with lawn, trees, shrubs and flowers as approved by DRC, at the property line parallel and adjacent to the road. If grounds are not maintained, the owner will be contacted to rectify the situation. Owners are required to control county-declared noxious weeds on their own property. If maintenance is ignored, arrangements will be made to have the necessary work done, and the owner shall be billed for the required services.

1. Edges

Where formal or groomed planting gives way to the natural landscape, the edge shall be defined. This can be accomplished through the use of natural transition materials such as boulders, perennials, and shrub beds or with elements such as fencing, roads or walkways.



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2. Screening

The DRC strongly encourages the use of landscaping for the purpose of screening views. Clustered trees can sufficiently block views of storage areas, enclosures and overhead doors from adjacent lots and streets.

3. Snow Storage

All landscaping located in snow storage areas, and where snow shedding may occur, should be able to withstand the accumulated snow.

4. Plant Materials

Planting materials for the East Gallatin Commercial Center Subdivision should be materials that can withstand the climate of the Bozeman area. Owners are encouraged to consult with qualified individuals with respect to which materials are suitable. All landscaping shall minimize the requirement for irrigation systems. Where these systems are necessary, timed drip irrigation shall be installed.

BUILDING DESIGN GUIDELINES & REGULATIONS

Building height

The height of each building shall not exceed the following:

Up to 1 1/2 stories	25 feet
Up to 2 stories	35 feet

Height will be measured from the adjacent grade to the highest point on the roof.

2. Roof form

a. Shape and Pitch

The following roof forms are encouraged within the East Gallatin Commercial Center Subdivision; gabled, hip, modified hip. Other roof forms will be reviewed on a case by case basis. The minimum roof pitch for any primary roof form is 2/12.

b. Entry Definition and Overhangs

To reduce the scale of all building forms within the East Gallatin Commercial Center Subdivision, entrances to building will be expressed with a secondary roof from or shed roof. All roofs will have a minimum 4" roof over hang.

MATERIAL AND DETAIL GUIDELINES & REGULATIONS

The following guidelines for building materials are the suggested material for construction in the East Gallatin Commercial Center Subdivision. It is not intent of the DRC to limit the use of other materials.

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Materials should be selected for durability, aesthetics and consistency within within the overall development. The DRC reserves the write to reject any material it deems inappropriate.

The roof and exterior wall finish colors shall be subdued color hues local earth tones. Trim and fascia can be more colorful to provide an accent to the overall body of the building. Metal Buildings are acceptable with brick, wood or cultured stone accents.

I. Roofing Materials

The following materials are accepted for roofing:

- Wood shakes and shingles
- Synthetic shakes and shingles
- Asphalt multi tab shingles
- Pre-finished metal roofing

CONSTRUCTION PROCEDURES

A. Approvals Required Prior to Construction

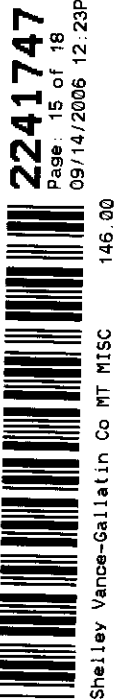
1. Prior to commencing with construction, all owners will submit to the DRC all of the required drawings, specifications, material and color samples. Upon approval of the final drawings and specifications, the DRC will issue a design approval permit.
2. Commercial projects may require a State Building Permit. The DRC, Design Approval Permit is not a building permit. Plans must be submitted to the State of Montana, Building Codes Division or the City of Belgrade if annexed, and the Belgrade Fire Department for review and approval for all commercial structures.
3. All structures must meet minimum fire flow requirements as outlined in the current adopted edition of the Uniform Fire Code unless alternative provisions are approved by the Fire Chief
4. All construction and landscaping must adhere to the previously approved plans
5. Any deviations, alterations or substitutions to the previously approved plans must be submitted to the DRC for approval.
6. Renovation, expansion, or refurbishing of Buildings, Landscaping, or Exterior Lighting will require review by the DRC.

B. Inspections

1. Prior to occupying any building, the owner shall notify the DRC and schedule an appointment for a final inspection to verify compliance with the approved drawings and specifications.
2. This inspection is in addition to any required state's inspections.

C. Construction Regulations

1. Noise Abatement and Hours of Work.



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Heavy Equipment operation and other loud noises from construction shall be prohibited from 9 PM till 7 AM.

2. Construction staging and Materials storing.

All construction staging, including but not limited to, material storage, equipment storage, construction trailers, etc. must take place within the lot for which the construction is taking place. Alternate staging area needs prior approval from the DRC.

3. Trash Containment and Removal

Trash and construction debris shall be kept in containers, and shall be emptied on a regular basis to insure sufficient room to store trash at the end of each working day. It shall be the responsibility of the property owner.

ARTICLE VI

TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 1 Term of Covenants.

The term of the provisions of these Covenants shall be perpetual, subject to deletion, amendment and termination of any or all of the Covenant provisions by the Association in accordance with the provisions of these Covenants.

Section 2 Enforcement of Covenants.

Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate any Covenant; and the legal proceedings may either be to restrain violation of these Covenants or to recover damages or both.

In the event of any action to enforce these Covenants, the prevailing party shall be entitled to costs and reasonable attorney's fees to be set by the Court. Any lot owner, Declarant or the Association may enforce these Covenants. The Association through its Board of Directors shall have the primary responsibility for enforcement of the Covenants.

Section 3 Failure to Enforce Covenants.

The failure by the Declarant, the Association or an owner to enforce any Covenant or restriction contained herein shall not be deemed a waiver or in any way prejudice the rights to later enforce that Covenant or any other Covenant thereafter or to collect damages for any subsequent breach of Covenants.

The waiver or approval of a variance of a Covenant provision by the Design Review Committee or non-action of the Association, Declarant, in the event of a violation of a Covenant for a particular owner or

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Shelley Vance-Gallatin Co MT MISC

EAST GALLATIN COMMERCIAL CENTER

lot, shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other owners or lots.

Section 4 .Invalidation of Covenants.

Invalidation of anyone of these Covenants by judgment or by Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

Section 5 .Property Remains Subject to Covenants Upon Conveyance.

In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property *is* subject to Covenants without setting forth such restrictions and Covenants verbatim or in substance in said "deed nor referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and Covenants set forth herein whether or not there is a specific reference to the same in a deed or conveyance.

Section 6 .Breach of Restrictions or Covenants.

A breach of any of the foregoing restrictions or Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any lot or portion of the real property or any improvements thereon. However, the said restrictions and Covenants shall be binding upon and shall insure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 7 .Amendment of Covenants.

The provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, by the Association upon approval of two-thirds (2/3rds) of the votes of the Association at a meeting duly noticed and called for this purpose; provided that, the easements and provisions for roads, utilities and common areas shall not be changed without the unanimous consent of all of the owners affected by the change. Notwithstanding these provisions the Declarant may unilaterally and without vote of the owners modify and amend this document for up to nine (9) months from the day this document is first recorded with Gallatin County Clerk and Recorder.

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.

The Chairman or Vice-Chairman of the Association shall execute, acknowledge and record the amendment, change or addition with the Clerk and Recorder of Gallatin County, Montana.

Any change of these Covenants shall be effective upon the filing and recording of such an instrument *in* the office of the Gallatin County Clerk and Recorder. Any change in these Covenants shall not require changes in the existing structures or existing uses of the lots.

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Shelley Vance-Gallatin Co MT MISC

EAST GALLATIN COMMERCIAL CENTER

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of September, 2006

S&S CONSTRUCTION, LLC

By Donald Platish

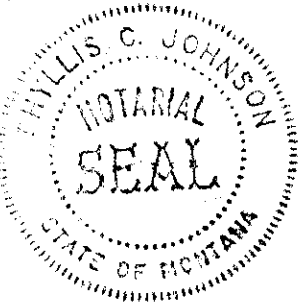
Its: OWNER

STATE OF MONTANA)

County of Gallatin : SS)

On this 12th day of September, 2006, before me a Notary Public in and for the State of Montana, personally appeared Donald Platish, known to me to be the owner of S&S Construction, LLC and subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first written.



(Seal)

Phyllis C. Johnson
Phyllis C. Johnson
Notary Public, State of Montana
Residing at: Belgrade, MT
My commissions expires: 10/16/2007



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Shelley Vance-Gallatin Co MT MISC 146.00

Please return to:
Schwasinger & Fallaw, P.C.
517 South 22nd, Suite 2
Bozeman, MT 59718



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Charlotte Mills-Gallatin Co MTMISC 56.00

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE EAST GALLATIN COMMERCIAL CENTER SUBDIVISION
AND BYLAWS OF THE OWNERS ASSOCIATION

COMES NOW, the undersigned, representing at least two-thirds (2/3rds) of the votes of the East Gallatin Commercial Center Property Owners Association and hereby amend that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE EAST GALLATIN COMMERCIAL CENTER SUBDIVISION AND BYLAWS OF THE OWNERS ASSOCIATION recorded as Document No. 2241747, records of Gallatin County, Montana regarding all lots within the East Gallatin Commercial Center Subdivision, records of Gallatin County, Montana (Plat J-441) as follows:

Commercial condominiums shall be permitted in that certain subdivision known as the East Gallatin Commercial Center Subdivision, located in the NW $\frac{1}{4}$ of Section 5, Township 1 South, Range 5 East, P.M.M., Gallatin County, Montana (Plat J-441).

The intent of this instrument is to demonstrate that the approval of the East Gallatin Commercial Center Subdivision expressly contemplated the construction of commercial condominiums as set forth in Section 76-3-203, Montana Code Annotated (2007).

DATED this 17 day of June, 2008.

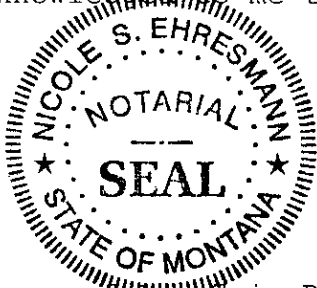
(Owner of Lots 1-6, and 9-11, Block 1; Lots 1 and 8, Block 2; and Lots 2-7, Block 3)

S&S CONSTRUCTION, LLC, by

Donald James Platisha
DONALD JAMES PLATISHA Member

STATE OF MONTANA)
County of Gallatin) : ss.

On this 29th day of May, 2008, before me, a Notary Public in and for said State, personally appeared Donald James Platisha Member of S&S CONSTRUCTION, LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



Nicole S. Ehresmann
Printed Name: Nicole S. Ehresmann
Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My commission expires: September 1, 2008

~~(Owner of Lot 7 in Block 1)~~

~~Justin T. Mund~~

STATE OF MONTANA)
County of _____) : ss.

On this _____ day of _____, 2008, before me, a Notary Public in and for said State, personally appeared JUSTIN T. MUND, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Printed Name: _____
Notary Public for the State of Montana.
Residing at _____, Montana.
My commission expires: _____

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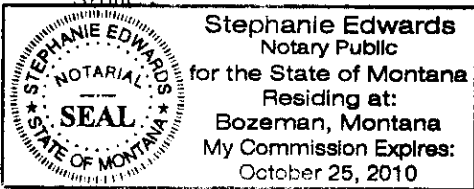
Charlotte Mills-Gallatin Co MTMISC 56.00

(Owner of Lot 13 in Block 1)

Kevin W. Townsend
Kevin W. Townsend

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

On this 17th day of June, 2008, before me, a Notary Public in and for said State, personally appeared KEVIN W. TOWNSEND, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Stephanie Edwards
Printed Name: Stephanie Edwards
Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My commission expires: Oct. 25, 2010

(Owner of Lot 14 in Block 1)

ARCHER INVESTMENTS, LLC, by

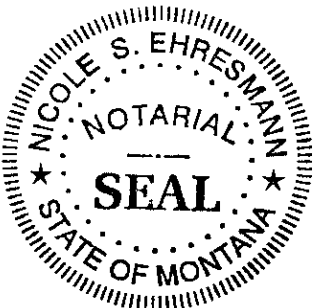
Anders E. Lewendal and Marilyn De Kleer Revocable Living Trust Agreement Dated November 14, 2005, Member, by

Anders E. Lewendal
Anders E. Lewendal, Trustee

Marilyn De Kleer
Marilyn De Kleer, Trustee

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

On this 28th day of May, 2008, before me, a Notary Public in and for said State, personally appeared ANDERS E. LEWENDAL and MARILYN DE KLEER, Trustees of the Anders E. Lewendal and Marilyn De Kleer Revocable Living Trust Agreement Dated November 14, 2005, Member of ARCHER INVESTMENTS, LLC known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that the company the same.



Nicole S. Ehrsmann
Printed Name: Nicole S. Ehrsmann
Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My commission expires: September 1, 2008

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56.00
Charlotte Mills-Gallatin Co MTMISC

~~(Owner of Lot 15 in Block 1)
JEWETT BUSINESS SERVICES, LLC, by~~

~~STATE OF MONTANA)
: ss.
County of _____)~~

~~On this _____ day of _____, 2008, before me, a Notary Public in and for said State, personally appeared _____ of JEWETT BUSINESS SERVICES, LLC, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that the company executed the same.~~

~~Printed Name: _____
Notary Public for the State of Montana.
Residing at _____, Montana.
My commission expires: _____~~

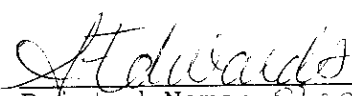
(Owner of Lots 16 and 17 in Block 1)
SMILEY'S REALTY, LLC, by

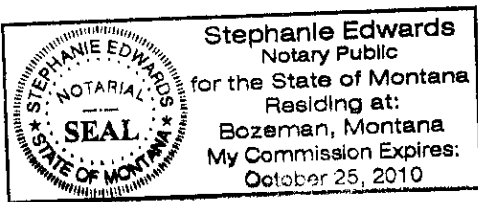


DARKO SMILOVIC, MEMBER

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 6th day of June, 2008, before me, a Notary Public in and for said State, personally appeared Darko Smilovic, Member of SMILEY'S REALTY, LLC, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that the company executed the same.


Printed Name: Stephanie Edwards
Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My commission expires: Oct. 25, 2010



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Charlotte Mills-Gallatin Co MTMISC

~~(Owner of Lot 8 in Block 3)~~

ELLIG PROPERTIES, LLC, by

STATE OF MONTANA)
: ss
County of _____)

On this _____ day of _____, 2008, before me, a Notary Public in and for said State, personally appeared _____ of ELLIG PROPERTIES, LLC, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that the company executed the same.

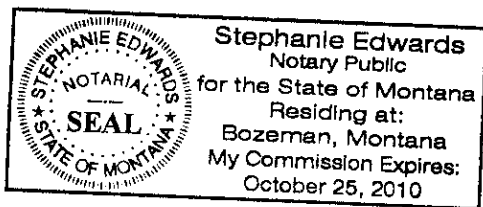
Printed Name: _____
Notary Public for the State of Montana.
Residing at _____, Montana.
My commission expires: _____

(Owner of Lots 9, 10, and 11 in Block 3)

R. McKinnon Baxter
R. McKinnon Baxter

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 10th day of June, 2008, before me, a Notary Public in and for said State, personally appeared R. MCKINNON BAXTER, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



S. Edwards
Printed Name: Stephanie Edwards
Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My commission expires: 10/25/2010

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Charlotte Mills-Gallatin Co MTMISC 56.00

(Owners of Lot 1 in Block 4)

Thomas E. Reiner

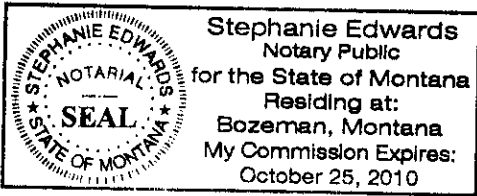
Thomas E. Reiner

Sharon K. Reiner

Sharon K. Reiner

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 5th day of June, 2008, before me, a Notary Public in and for said State, personally appeared THOMAS E. REINER and SHARON K. REINER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Stephanie Edwards

Printed Name: Stephanie Edwards
Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My commission expires: 10/25/10

~~(Owners of Lot 2 in Block 4)~~

~~Michael C. Soule~~

~~*Jennifer B. Soule*~~

~~Jennifer B. Soule~~

~~STATE OF MONTANA)
 : ss.
County of Gallatin)~~

~~On this 6th day of June, 2008, before me, a Notary Public in and for said State, personally appeared MICHAEL C. SOULE and JENNIFER B. SOULE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.~~

~~*Stephanie Edwards*~~

~~Printed Name: Stephanie Edwards
Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My commission expires: Oct 25, 2010~~

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Charlotte Mills-Gallatin Co MTMISC 56.00

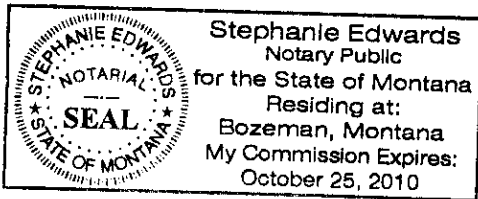
(Owner of Lot 3 in Block 4)

BRIDGER COMMERCIAL PARTNERS I, LLC, a Montana limited liability company, by

[Handwritten Signature]

STATE OF Montana)
: ss.
County of Gallatin)

On this 10th day of June, 2008, before me, a Notary Public in and for said State, personally appeared A. McKinnon Duxler, member of BRIDGER COMMERCIAL PARTNERS I, LLC, a Montana limited liability company, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that the company executed the same.



[Handwritten Signature]
Printed Name: Stephanie Edwards
Notary Public for the State of Montana
Residing at Bozeman, MT
My commission expires: 10/25/2010

(Owner of Lot 3 in Block 4)

BRIDGER COMMERCIAL PARTNERS I, LLC, a Montana limited liability company, by

[Handwritten Signature]

STATE OF Arizona : ss.
County of Maricopa

On this 30th day of May, 2008, before me, a Notary Public in and for said State, personally appeared Mark Doerfleim, member of BRIDGER COMMERCIAL PARTNERS I, LLC, a Montana limited liability company, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that the company executed the same.

Cynthia T. Reynolds

Printed Name: Cynthia T. Reynolds
Notary Public for the State of Arizona
Residing at Scottsdale Arizona
My commission expires: 9/19/09



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Charlotte Mills-Gallatin Co MTMISC 56.00

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE EAST GALLATIN COMMERCIAL CENTER
SUBDIVISION AND BYLAWS OF THE OWNERS ASSOCIATION DATED
SEPTEMBER 12, 2006.**

DOCUMENT # 2241747

The Second Amendment to the Declaration of Covenants, Conditions and Restrictions for the East Gallatin Commercial Center Subdivision and Bylaws of the Owners Association is made this 16th day of June, 2016 by the East Gallatin Commercial Center Property Owners Association pursuant to the approval of the owners.

I. RECITALS

- A. On September 12, 2006, the East Gallatin Commercial Center recorded the Declaration of Covenants, Conditions and Restrictions for the East Gallatin Commercial Center Subdivision and Bylaws of the Owners Association which document was recorded as Document # 2241747 and recorded in the Office of the Gallatin County, MT Clerk and Recorder.
- B. Article VI of the Declaration provides that the Declaration may be changed or modified by an instrument in writing setting forth such change or modification, approved by vote of those person who are then the Owners of a two-thirds votes of the Association at a meeting duly noticed and called for this purpose;
- C. The Association, as authorized by a two-thirds vote of the Owners, desires to amend the following:
- Article I Section 3: to only assess and provide voting rights to the contract purchaser of a lot designated on the EGCC Final Plat. All condominiums within the original platted lot are the sole responsibility of the contract purchaser who creates the condominiums.
 - Article II Section 1 item a: to change the statement to remove “gas” from the following: “The mainlines for telephone, power and gas shall be connected **up to** the main utility lines in the area and Declarant shall install such utility lines near each lot within the utility or road easements or common areas shown on the site plans.” and to add: Natural Gas is available to the subdivision, but is not located at each lot. Contact Utility Provider for exact locations and costs.
 - Article IV Section 8: to state that Lot Owners who are not current in their dues will not have Voting Rights until past due amounts are paid in full.
 - Article V Section A item 11: to change the fee for review and approval of building plans and specifications to \$500.
 - Article V Section A: adding item #12. A \$2,000.00 Refundable Deposit is required for Building Plan Approval & Compliance. When Building Construction is substantially completed the EGCC POA Design Review Committee will review for Final Acceptance. When the Lot Owner receives Final Acceptance, the Deposit will be returned.
 - Article V Section A: adding item #13: A refundable permit for Drive Approaches of \$500.00 is required by EGCC POA. After Drive Approach is completed the \$500.00 will

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Charlotte Mills - Gallatin County, MT MISC

be refunded. Lot Owners have 2 years from the permit to complete their approach, after which they forfeit the deposit.

— Zoning Regulations and Codes Section #1 item a: adding

Non-Allowable Usage –

Marijuana Grow Operations

Live/Work is not allowed- any residential usage is subject to a Penalty of \$1,000.00 per month assessed by the EGCC POA Board of Directors payable within 30 days or subject to interest.

— Site Design Guidelines and Regulations Item 2: adding Drive Approaches not approved will be removed by the Association at the Owner's Expense.

II. Amendment of Article I

Pursuant to the Declaration, the Association hereby declares that Article I of the Declaration of Covenants and Restrictions for the East Gallatin Commercial Center Subdivision and bylaws of the Owners Association dated September 12, 2006 and recorded in the Clerk and Recorder of Gallatin County, Montana as Document # 2241747 is hereby amended to read as follows, to-wit:

Article I Definitions

Section 3 Contract Purchaser

The term "contract purchaser" shall mean a person buying a lot or condominium within a building on a lot pursuant to a contract for deed, Montana trust indenture or mortgage. The term "contract for sale of lot" shall mean a sale of lot pursuant to a Contract for Deed, Trust Indenture, Mortgage or Cash Sale Agreement which has gone to closing. The SOA will only assess and provide voting rights to the contract purchaser of a lot designated on the EGCC Final Plat. All condominiums within the original platted lot are the sole responsibility of the contract purchaser who creates the condominiums.

III. Amendment of Article II

Pursuant to the Declaration, the Association hereby declares that Article II of the Declaration of Covenants and Restrictions for the East Gallatin Commercial Center Subdivision and bylaws of the Owners Association dated September 12, 2006 and recorded in the Clerk and Recorder of Gallatin County, Montana as Document # 2241747 is hereby amended to read as follows, to-wit:

ARTICLE II RESPONSIBILITY FOR INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPAIRS OF IMPROVEMENTS ON OR UNDER THE COMMON AREAS.

Section 1 Construction by Declarant of Improvements.

- a. Telephone, Power and Gas Main Lines within the project.

The mainlines for telephone and power shall be connected **up to** the main utility lines in the area and Declarant shall install such utility lines near each lot within the utility or road easements or

common areas shown on the site plans. Natural Gas is available to the subdivision, but is not located at each lot. Contact Utility Provider for exact locations and costs.

IV. Amendment of Article IV

Pursuant to the Declaration, the Association hereby declares that Article IV of the Declaration of Covenants and Restrictions for the East Gallatin Commercial Center Subdivision and bylaws of the Owners Association dated September 12, 2006 and recorded in the Clerk and Recorder of Gallatin County, Montana as Document # 2241747 is hereby amended to read as follows, to-wit:

ARTICLE IV ANNUAL AND SPECIAL ASSESSMENTS

SECTION 8 EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owners obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or by abandonment of his or her lot or building. Lot Owners who are not current in their dues will not have Voting Rights until past due amounts are paid in full.

Upon delivery of the notice of assessment to the owner, the assessment shall be a lien upon the Owner's interest in the building and lot until paid. The Association may record notice of the lien with the Clerk and Recorder of Gallatin County, Montana; and in the event of non-payment within thirty days after the recording of the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property.

V. Amendment of Article V

Pursuant to the Declaration, the Association hereby declares that Article V of the Declaration of Covenants and Restrictions for the East Gallatin Commercial Center Subdivision and bylaws of the Owners Association dated September 12, 2006 and recorded in the Clerk and Recorder of Gallatin County, Montana as Document # 2241747 is hereby amended to read as follows, to-wit:

Article V Architectural Control- Design Review Committee

A. East Gallatin Commercial Center Subdivision Design Review Committee

4. Duties the East Gallatin Commercial Center Design Review Committee is responsible for administering the design Regulations and Protective Covenants and shall perform the following duties:

11. To require that a fee of \$500.00 be paid for the review and approval of building plans and specifications.

12. A \$2,000.00 Refundable Deposit is required for Building Plan Approval & Compliance. When Building Construction is substantially completed the EGCC POA Design

Review Committee will review for Final Acceptance. When the Lot Owner receives Final Acceptance, the Deposit will be returned.

13. A refundable permit for Drive Approaches of \$500.00 is required by EGCC POA. After Drive Approach is completed the \$500.00 will be refunded. Lot Owners have 2 years from the permit to complete their approach, after which they forfeit the deposit.

VI. Amendment of Zoning Regulations and Codes

Pursuant to the Declaration, the Association hereby declares that the Zoning Regulations and Codes of the Declaration of Covenants and Restrictions for the East Gallatin Commercial Center Subdivision and bylaws of the Owners Association dated September 12, 2006 and recorded in the Clerk and Recorder of Gallatin County, Montana as Document # 2241747 is hereby amended to read as follows, to-wit:

Zoning Regulations and Codes

1. General Zoning Regulations

a. Allowable Uses

The following are the only allowable uses within the subdivision:

- Light manufacturing
- Wholesale
- Service and retail establishments
- Mechanical and woodworking services
- Sales establishments
- Shopping type establishments
- No Commercial animal operations
- No residential uses

Property Owners are prohibited from carrying out operations that create excessive and loud noise from the hours of 9PM to 7AM.

Non-Allowable Usage –

Marijuana Grow Operations

Live/Work is not allowed- any residential usage is subject to a Penalty of \$1,000.00 per month assessed by the EGCC POA Board of Directors payable within 30 days or subject to interest.

VII. Amendment of Site Design Guidelines & Regulations

Pursuant to the Declaration, the Association hereby declares that the Site Design Guidelines and Regulations of the Declaration of Covenants and Restrictions for the East Gallatin Commercial Center Subdivision and bylaws of the Owners Association dated September 12, 2006 and recorded in the Clerk and Recorder of Gallatin County, Montana as Document # 2241747 is hereby amended to read as follows, to-wit:

Site Design Guidelines & Regulations

2. Driveways and Parking

The first 20 feet of the site access shall be perpendicular to the adjacent street. All access drives and parking areas shall respect existing landforms and vegetation. The DRC encourages the placement of parking adjacent to and behind buildings, rather than facing the adjoining street.

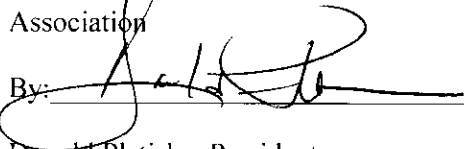
Parking may not encroach into the 10' side setback or the 15' Front-Back setback.

The construction and maintenance of all driveways and culverts shall be the responsibility of the owner. Culverts shall be equipped with flared ends, tapered into the landscape. Where required, culverts shall be a minimum 15" in diameter.

Driveways and primary parking areas shall be asphalt, concrete or other materials approved by the DRC. Drive Approaches not approved will be removed by the Association at the Owner's Expense.

IN WITNESS WHEREOF, the Association, by and through its President, hereby certifies that a two-thirds vote of lot owners in the East Gallatin Commercial Center Subdivision has approved and ratified this Amendment on the date first set forth above.

East Gallatin Commercial Center Property Owners Association

By: 
Donald Platisha, President

State of Montana

County of Gallatin

On this 16 day of June 2016, before me a Notary Public in and for the State of Montana, personally appeared Donald Platisha, President of the East Gallatin Commercial Center Property Owners Association President and subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of June, 2016.

