

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR
WYLIE CREEK RANCH SUBDIVISION**

These Protective Covenants and Restrictions provide for individual and community decision making. Individual decisions are limited primarily to home lots, subject to covenants and restrictions regarding architectural design and review of improvements provided for by the Design Review Guidelines, and subject to further covenants and restrictions providing for management, administration, and regulation of Wylie Creek Ranch Subdivision (Wylie Creek Ranch) provided for by the Design Review Board and the Homeowners' Association.

Richard E. Thomson is the present owner in fee simple of all the property included within the boundaries of Wylie Creek Ranch, as designated on the official plat on file and of record with the Clerk and Recorder of Gallatin County at Book J of Plats page 282. The following Protective Covenants and Restrictions for Wylie Creek Ranch are hereby adopted.

ABBREVIATIONS

The following abbreviations are used in this document:

- 1) Richard E. Thomson, the owner and developer is referred to as:
Richard E. Thomson.
- 2) Wylie Creek Ranch Design Review Board is referred to as:
D.R.B.
- 3) Wylie Creek Ranch Design Review Guidelines is referred to as:
D.R.G.

PURPOSE

This property is a unique setting which has a high natural and scenic value. These covenants and restrictions are adopted to preserve and maintain the recreation and scenic values of the property for the benefit of the owners of individual lots as well as the surrounding communities.

PROTECTIVE COVENANTS

It is the purpose of these covenants and restrictions to preserve and protect the beautiful environment, the natural beauty, view, and surroundings of Wylie Creek Ranch, and to preserve and protect the interests and investment of the individual owners. In addition, these Protective Covenants and Restrictions are designed to conserve the natural habitat and growth of plant life, animal life, surface and underground water.

These Protective Covenants and Restrictions shall attach to and run with the land and shall constitute an equitable servitude upon the real property and every part of it, including all titles, interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used, occupied and improved. These Protective Covenants and Restrictions are declared for the benefit of the entire property and every part of it and for the benefit of each owner. They shall constitute benefits and burdens to declarants and to all persons or entities hereafter acquiring any interest in the property.

These covenants provide for the general restrictions while the D.R.G. provide adequate details in order to ensure compliance with

these covenants. The D.R.G. shall be carefully consulted and followed to ensure the requirements of these covenants are met.

DRAINFIELD SITE

The site approved for the drainfield is identified for each lot and shall remain unchanged.

RESIDENTIAL USE

Only one single family dwelling unit shall be allowed per lot and each home shall have at a minimum an attached or non attached double garage being at least 24 feet by 24 feet in dimension. One additional guest house is further permitted on said property with the exception of Lots 21, 31, 32, 33, and 34 for use of guests or parents or children of the lot owner. Neither the home or guest home may be used as a rental.

No commercial use may be made of any lot except that home occupations or hobby-businesses may be conducted out of a residence by the owner or tenant if the following conditions are met:

- a) the business use shall be clearly incidental and secondary to the residential use of the lot;
- b) the business use shall be entirely inside a dwelling, garage, or storage shed, including any storage of materials or equipment;
- c) the business use shall not occupy more than 400 square feet, total, of the residence, garage, and storage shed combined;
- d) no non-resident employees shall be allowed, nor shall excessive traffic, noise, or pollution generation be permitted;
- e) the business use does not constitute a nuisance to neighboring property owners.

For guidance, the following uses are examples of home occupations; the making of clothing; the giving of music lessons; service or product providers who maintain a telephone and office within the residence but the services and products are provided and sold off the premises; the pursuit of artistic endeavors such as making of pottery, ceramics, paintings or bronzes, and the like, provided that the products are marketed and sold off the premises, and no foundries are used on the premises.

TOPOGRAPHY AND NATURAL FEATURES

BOME SITE PREPARATION MAINTENANCE AND LANDSCAPING

Each owner shall submit a landscape plan to the D.R.B. at the time the construction plans are submitted. Landscaping shall be done only as approved by the Board. All lots shall plant a minimum of two (2) trees. All landscaping shall be completed in a timely fashion, and shall be fully completed within six (6) months of completion of any construction and occupancy. On each home lot, each owner shall control all noxious weeds and shall destroy them according to county standards. Re-vegetation shall be required for all disturbed areas. The owner must complete the restoration within 45 days following the construction of the residence or within such period as may be reasonably necessary as dictated by weather conditions. Trees and landscaping in park areas shall not be cut or damaged except as mandated by the D.R.B.

SIZE AND HEIGHT

Each single story residence shall contain a minimum of 2000 square feet of finished floor space above ground, exclusive of open



or screened-in porches, decks, garages and carports. All measurements shall be outside perimeter measurements. Each lot will have specific guidelines as shown in the D.R.G.

GRADING

No disturbance or change in existing character shall be undertaken except by approval of the D.R.B. Grading for building or other improvements shall be confined to a minimum so that improvements shall be tailored to the home lot rather than conforming the lot to the improvements. No grading or topographic alteration is allowed in the streamside construction setback as delineated on the recorded plat. All grading shall be contoured into existing ground lines to avoid unnatural sharp edges. Home lot development shall accommodate proper drainage using natural channels and storm water easements. Drainage and other topographic transitions shall blend with the natural topography of the home lot. No unnatural angles or sharp lines shall be permitted. Grading and driving on drainfield areas before, during or after constructions is not permitted by these covenants or allowed by the Montana Department of Environmental Quality and Gallatin County Environmental Health Services.

SETBACK

No building or structure on Lots 21, 31, 32, 33 and 34 shall be erected, placed, constructed, or remodeled so as to be less than fifty (50) feet from the front lot line, less than thirty five (35) feet from the side lot lines, or less than thirty five (35) feet from the rear lot line. No building or structure shall be erected,

placed, constructed, or remodeled so as to be less than seventy five (75) feet from the front lot line, less than fifty (50) feet from the side lot lines, or less than twenty five (25) feet from the rear lot line. In addition, improvements shall be subject to the building restrictions or conditions shown on the subdivision plat.

No building or structure shall be erected, placed, constructed, or remodeled within the streamside construction setback as delineated on the recorded plat. Exception to this is allowance of driveway construction on Lots 2 and 26 as approved by the D.R.B.

DESIGN AND LIMITATIONS

The design of all improvements and changes to existing natural topography shall be subject to review and approval by the D.R.B. before work is commenced. All homes, structures, improvements, and changes shall comply with the D.R.G. and these covenants.

Mobile homes, trailers, prefabricated homes, geodesic domes, and modular homes or like dwellings shall be not permitted, nor shall any buildings be moved onto the property. All owners are urged to design buildings that reflect the scenic values in keeping with the spirit of Montana and Wylie Creek Ranch. It is the intention of these covenants that duplicate homes shall not be constructed next to or adjacent to each other.

Material composition and quality, color and shape are important in the construction of improvements. All improvements, including the dwelling unit and other improvements shall be

constructed of highest quality materials and shall match other structures and improvements on the lot. The exterior siding of any structures shall consist of wood, wood look-alike products, brick, stone, stucco or other manufactured exterior good quality materials, including metal lap siding, commonly now or hereafter used in the State of Montana on single family residences. However, no sheet metal or panel metal siding, nor cement block siding is allowed. No panel siding similar to T-111 siding nor plywood sheet siding is allowed. All exterior surfaces shall have minimum reflection values. Natural and earth colors and materials are encouraged. Samples of colors for the complete color scheme to be utilized shall be submitted to the D.R.B. before construction and before a change is made in the original color.

Flat roofs and A-frames are prohibited. Barns or other structures shall be complementary with the other improvements. Metal roofs are allowed if they are an earth tone, non-reflective color. Minimum pitch of roof will be 5/12 pitch. Roof top equipment may be prohibited by the D.R.B. Television and radio antennas, as well as satellite dishes and other receiving or transmitting devices, are subject to approval of the D.R.B. Satellite dishes may be no larger than two and one-half (2½) feet in diameter.

FIRE PRECAUTIONS

Each owner, with respect to such owner's lot, shall cause grass to be trimmed pursuant to the Homeowner's Association directives in order to reduce the danger of fire within the

property and shall otherwise maintain the improvements and the general condition of the lot to minimize fire hazards.

Each Owner shall:

(A) Not allow any burning barrels or pits of any sort. Fireworks are not permitted on any portion of Wylie Creek Ranch.

(B) Keep all chimneys free of creosote or other materials which may prove to be flammable. Catalytic converters on wood burning devices or clean burning wood stoves, subject to approval of the D.R.B. must be used. Spark arrestors must be in place on all chimneys.

(C) Install smoke detectors in each residence, including any guest house.

(D) Install numbering which is clearly visible outside the residence.

(E) Keep all roads and driveways free of obstruction to ensure access by emergency vehicles. In the event of a social function at an owner's residence, owner shall require parking on one side of the driveway or road in order to provide adequate widths for access by emergency vehicles.

OUTBUILDINGS AND TEMPORARY STRUCTURES

No outbuildings shall be erected or maintained upon a home lot before the start of construction of a residence and no trailer, mobile home, basement, shack, garage or other outbuildings shall be erected upon any part of the lot for use as a temporary residence. After completion of construction of the primary home, a guest home may be constructed on the premises for use of guests or parents or



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children of the lot owner. Nevertheless, neither the home or guest home may be used as rental. Use and location of any construction or temporary structure shall be subject to approval by the D.R.B. Temporary structures shall be removed within thirty (30) days after completion of construction. All outbuildings of whatever nature shall be constructed on a foundation.

EXTERIOR LIGHTS

Exterior lighting shall be installed and operated only if approved in advance by the D.R.B. Mercury vapor lamps shall not be permitted and no dusk-to-dawn ranch-type yard lights shall be allowed on any lot.

CONSTRUCTION SCHEDULES

All construction, alterations or improvements shall be subject to advance approval by the D.R.B. and shall be diligently worked on to completion and shall be completed within twelve (12) months following commencement. Any builder shall submit plans to the D.R.B. for approval which at a minimum include a site plan of the lot showing the location of all improvements, and detailed floor plans for each floor showing all dimensions of walls, windows and doors. Once approval of the plans is granted by the D.R.B. the builder must commence construction within six (6) months of approval of the plans. Commencement of construction shall mean the date excavation for the foundation begins. No aspect of construction shall at any time impede, obstruct or interfere with pedestrian or vehicular traffic. No materials shall be placed or stored upon a home lot more than thirty (30) days before

commencement of construction or more than thirty (30) days following completion of construction as determined by the D.R.B.

During any construction, the lot shall be cleaned up regularly and shall be maintained free of trash. The contracting owner shall be responsible to clean up wind blown debris both on and off the premises.

PARKING SPACE/DRIVEWAY/GARAGES

Home lot plans shall provide sufficient unobtrusive parking for the use of the owner and guests. Prior to or at the time of any improvements or construction on any residential lot, the owner must install at his or her expense a 12-foot wide driveway together with a 18-inch diameter, at least 20-foot-long, HDPE culvert with smooth interior and flared ends in such driveway. All driveway crossings of the surface water described as "New Channel" on the recorded plat shall be made with 57" x 38" arch culverts with flared ends. All driveways will be paved or concrete and provide a minimum of two off-street parking spaces.

No junk vehicles shall be parked on the street nor retained or parked on any lot. A junk vehicle is one which cannot be driven under its own power. All tractors and other implements must be stored in a garage, barn or other such structure and not be left in open view.

FENCES

Fences, including those used for corrals, shall be approved by the D.R.B. for location, color and type of fence. All fences shall be the same type of fence as that placed around the perimeter by



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Richard Thomson. Entryway gates to building lots are not permitted.

INGRESS AND EGRESS

An Easement for general ingress and egress to each home lot and to all common areas for the general uses of all owners and their guests shall exist over all common areas, roads, and trails within Wylie Creek Ranch.

ROAD AND UTILITIES ACCESS TO WYLIE CREEK RANCH

Primary access to Wylie Creek Ranch is from Love Lane and Valley Center Road. Wylie Creek Ranch shall grant unto the owners of the lots within Wylie Creek Ranch, a nonexclusive easement for ingress, egress and utilities as shown and delineated on the official plat of Wylie Creek Ranch.

Owners of Wylie Creek Ranch shall maintain roadways within their dimensions, and shall permit owners of Wylie Creek Estates, Phases 1 and 2 to use said roadways.

UTILITY EASEMENT

Utility easements for electricity, gas, sewer, communications, telephone, water, television, cable communications, and other utility equipment are designated on the Wylie Creek Ranch Plat. All owners shall have the right to enter upon and excavate in such easements upon the approval of the D.R.B. Easements for ingress and egress and for utilities shall not be moved, deleted or restricted without the written approval of all the lot owners affected. Utility companies and owners must restore disturbed land

to a condition as close as possible, to the natural condition of the land before work commenced.

USES

Horses are permitted on the property, however are limited to two (2) horses. No motorized vehicles of any kind shall be permitted in common areas or easements. No archery or discharging of fire arms, shall be allowed at any time.

Each lot shall be allowed a barn not to exceed twenty-eight (28) feet in height and a corral area, the location and design of which is to be approved by the D.R.B. All corral areas shall be maintained in a clean and sanitary condition, and manure is to be removed from the property on a weekly basis. The corral areas may be fenced and the fence shall be approved by the D.R.B. and shall not exceed five (5) feet in height. The corral areas are to be used exclusively for maintenance of horses and shall be specifically for low impact use, light exercising and limited riding. Intensive riding or organized competition or other high impact activities are expressly prohibited. No commercial use or leasing of corral areas shall occur, the use of the corral areas is exclusively for individual lot owners.

All pasture areas shall be maintained in accordance with standard agricultural practices, and owners shall not permit overgrazing. In the event the property is not used to pasture animals, owners agree to adequately mow or harvest pasture grass in accordance with standard agricultural practices, to a height so as not to increase fire danger. Each lot owner shall maintain the

established watering approach and take necessary measures to ensure protection of streamside banks and riparian areas from destruction/degradation by horses. No other animals, with the exception of household pets described hereafter, are permitted on the premises.

NON-DEDICATION TO PUBLIC USE

Nothing contained in these covenants and restrictions shall be construed or be deemed to constitute a dedication, express or implied, of any part of the property or the common areas to or for any public use or purpose whatsoever. The use of the parks are specifically reserved for owners and their guests and invitees.

MINERAL AND WATER RIGHTS

In order to protect the scenic, recreational and wildlife values of the area, no mineral or water rights owned by Richard E. Thomson will be assigned or conveyed to individual lot owners. Richard E. Thomson reserves the right to convey the water rights and any mineral rights to the Homeowner's Association.

PRESERVATION OF WATER RESOURCES

The owners of all lots, their guests or employees shall at all times conduct their use and activities in a manner that will preserve the integrity of the springs, ponds, streams, irrigation, water and creeks within the premises. The degradation or pollution of water quality will not be permitted. All applicable state and local guidelines and standards must be followed.



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UTILITIES

INSTALLATION AND MAINTENANCE

Richard E. Thomson or his designated representative shall cause the installation and maintenance of electric power, gas, cable, and telephone utility service to the junction of the main access road and home lot driveways. Owners shall bear all responsibility and costs from such junction to home lots.

All utilities of every nature shall be installed and maintained underground. Piping and wiring shall be concealed.

Each owner shall be responsible for utility installation and maintenance in accord with state and local regulations.

WATER AND SEWAGE

All improvements or structures designed for occupancy or use by humans shall be connected to an adequate water well and septic system. The water well and septic system shall be located and constructed in accordance with the State of Montana Department of Environmental Quality Certificate of Subdivision Approval Statement. Construction of the individual water and septic system is the responsibility of the owner of the lot. The individual septic system shall be designed, permitted and approved to accept wastewater from the house, and, if constructed, guest house. All septic tanks shall be pumped at least every four (4) years. In the event a central domestic sewer system becomes available, lot owners may elect to hook onto that system.



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ANIMALS

Other than no more than two (2) horses per lot, no livestock, poultry, or other animals, except dogs, cats, birds or other small in-house pets are allowed, in the subdivision. Only two (2) dogs and two (2) cats, may be kept for any lot. Kennels, or other facilities for the keeping or retention of animals, shall be restricted to areas so designated by the Committee.

All dogs, cats, and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the subdivision by other owners and to prevent the interference or harassment of wild birds or animals in the subdivision or on surrounding or adjacent properties. Dogs, cats and other pets shall be kept tethered or confined on the owner's property and shall not be permitted to roam free at any time. If an animal becomes a nuisance, hazard, or threat to other persons or animals in the subdivision or to wild animals, the Committee may order the owner of such animals to remove the animal from the subdivision.

The commercial breeding, care, raising, or keeping of any animal is forbidden.

MAINTENANCE

Owners shall maintain home lots and improvements in good repair and appearance at all times. All landscaping improvements and property shall be kept and maintained in good, clean, safe, sound, attractive, thriving and sightly condition and in good repair at all times.



NOXIOUS OFFENSIVE OR HAZARDOUS ACTIVITIES

No noxious, offensive or hazardous activities shall be permitted upon any portion of the property nor shall anything be done on or placed upon any portion of the property which is or may become a nuisance to others. No light shall be produced upon any home lot or other portion of the property which shall be unreasonably bright of cause unreasonable glare. Exterior loud speakers shall be prohibited. No sound shall be produced on any home or other portion of a property which is unreasonably loud or annoying, including but not limited to speakers, horns, whistles or bells.

SIGNS

No permanent signs of any type shall be permitted on any lot other than those required by governmental authorities. Real estate signs shall be allowed only on the property for sale.

NUISANCE PROHIBITED

No noxious or offensive activity shall be permitted upon any of the real property covered by these protective covenants, nor shall any use of activity be permitted which may be or may become an annoyance or nuisance to adjacent landowners or which may depreciate the natural environmental amenities of said property.

GALLATIN COUNTY REQUIRED COVENANTS

The following covenants are required by Gallatin County:

- (a) Each lot owner shall be required to control all Gallatin County declared noxious weeds.



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(b) 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 machinery early in the morning and sometimes late into the evening.

(c) All fences bordering agricultural lands shall be maintained by the Homeowner's Association in accordance with State Law.

(d) Individual lot access from County maintained public roads shall be built to the standards of Section 7-G of the Gallatin County Subdivision Regulations.

(e) All structures must meet the fire flow requirements as outlined in the current adopted edition of the Uniform Fire Code unless alternative provisions are approved by the Fire Chief.

(f) Site plans of all lots must be submitted to the Belgrade Rural Fire District for review for compliance with the Uniform Fire Code.

(g) All commercial structures must submit plans to the Montana State Building Codes Bureau and the Belgrade Rural Fire District for review and approval.

(h) The homeowner's association shall participate with the owners of the Wylie Creek Estates Subdivision for the maintenance of the fill-site and hydrant system.

(i) All roads within Wylie Creek Ranch shall be maintained by the Homeowner's Association.



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(j) The homeowner's association shall participate with the Wylie Creek Estates Homeowner's Association for the shared maintenance of Candlelight Drive, Fireside Drive, and Creekside Drive.

(k) The homeowner's association shall be responsible for the maintenance of all parks in the subdivision.

(l) No lot may be further subdivided.

(m) No lot owner may remove water from ditches or creeks without deeded water rights.

ENFORCEMENT

The provisions of these protective covenants may be enforced by individual owners, Wylie Creek Ranch Homeowners' Association or Richard E. Thomson.

RIGHT OF ACCESS

A right of access shall be reserved and be immediate for making of emergency repairs in improvements or lots on the property. These repairs may be needed to prevent property damage, personal injury, or continued property damage.

ACTION

In the event of violation of any of these covenants, or the design regulations or additional covenants and regulations adopted pursuant to the terms of these covenants, legal proceedings may be brought in a Court of Law or equity for injunctive relief and damages. In addition, an owner, the D.R.B. or Richard E. Thomson may enforce these covenants by serving notice in writing on the person or entity violating these covenants which notice shall

specify the offense, identify the location and demand compliance with the terms and conditions of these covenants. Such notice shall be personally served. In the event personal service can not be obtained after reasonable efforts, notice shall be posted at a conspicuous place on the property in question and a copy of the notice shall be mailed by certified mail, return receipt requested, to the last known address of the party or entity.

No owner, nor the D.R.B., nor Richard E. Thomson shall be liable to any person or entity for any entry, self help or abatement of a violation or threatened violation of these covenants. All owners, invitees and guests shall be deemed to have waived any and all rights or claims for damages for any loss of injury resulting from such action except for intentionally wrongful acts.

Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate these covenants; and the legal proceedings may be either to enjoin or restrain violation of the covenants or to recover damages or both. In the event of action to enforce these covenants, the prevailing party shall be entitled to costs and a reasonable attorney's fee to be set by the Court.

The failure by the Grantor or its assigns or the association of any subsequent lot owner to enforce any covenants or restrictions contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant at any time against any person breaking the covenant or any other covenant

breached thereafter or to collect damages for any subsequent breach of covenants.

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

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 reference to the same in a deed or conveyance.

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, these restrictions and covenants shall be binding upon and inure to the benefit of any subsequent owner who acquired by foreclosure, trustee sale or otherwise, title to Wylie Creek Ranch property.

PERPETUITY

These covenants shall continue in full force and effect and shall run with the land as legal and equitable servitude in perpetuity unless amended as set forth herein.

AMENDMENT

These covenants shall remain in effect until amended or terminated. The covenants, or any portion thereof, may be amended, terminated, or supplemented at any time by the execution of a written document containing the terms of the amendment, supplement or termination of any of the covenants, duly acknowledged by a Notary Public, and recorded with the office of the Gallatin County

Clerk and Recorder, executed by at least seventy-five (75%) of the owners of the property based on one vote per lot. If there is more than one owner for a lot, each owner must execute the amendment, supplement or termination document to count for one vote towards the seventy-five percent (75%) total.

Amendment or modification of provisions of these covenants pertaining to the covenants required by Gallatin County, as listed on page 16, must also have the consent of Gallatin County. Amendment or modification of provisions of these covenants pertaining to the defined use of a guest house must also have the consent of Gallatin County and the Montana Department of Environmental Quality.

SEVERABILITY

Captions and paragraph headings are designated herein as a matter of convenience. A determination of invalidity of any portion of these covenants shall not in any manner affect the other portions or provisions.

ADMINISTRATION, MANAGEMENT AND REGULATION

DESIGN REVIEW BOARD

The D.R.B. shall be constituted, shall conduct its business and shall have the authority and responsibility as provided herein above and in the attached document, titled DESIGN REVIEW BOARD DECLARATION FOR WYLIE CREEK RANCH.

WYLIE CREEK RANCH HOMEOWNERS' ASSOCIATION

The Wylie Creek Ranch Homeowners' Association shall be constituted, shall conduct its business and shall have the

authority and responsibility as provided in the previously recorded document titled Declaration of Homeowners' Association for Wylie Creek Ranch. Properties subject to these covenants shall be governed by the Homeowner's Association and said association shall be expanded to include properties subject to this Declaration.

IN WITNESS WHEREOF, this instrument has been executed this

28th day of October, 1999.

Richard E. Thomson
Richard E. Thomson, by Linda Rabel,
his attorney-in-fact

by Linda Rabel
his attorney in fact

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 28 day of October, 1999, before me, a Notary Public in and for said State, personally appeared LINDA RABEL, known to me to be the person whose name is subscribed to the within instrument as attorney-in-fact of RICHARD E. THOMSON and acknowledged to me that she subscribed the name of RICHARD E. THOMSON thereto and her own name as attorney in fact.



Jami Geissler
Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My commission expires: 5/26/2003



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**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR WYLIE CREEK RANCH SUBDIVISION**

COMES NOW, the undersigned owners of more than seventy five percent (75%) of the lots in Wylie Creek Ranch Subdivision as designated on the official plat at Book J of Plats, page 282, records of Gallatin County, and hereby amend the Declaration of Protective Covenants and Restrictions for Wylie Creek Ranch Subdivision recorded October 29th 1999 as Document No. 200035₅ records of Gallatin County, Montana, as follows:

1. Page 5 of said Covenants, Paragraph 2 provides for a Setback on Lot 31 of 35 feet from the side and rear lot lines. The undersigned hereby amend said paragraph to permit the North boundary setback on Lot 31 be twenty five (25) feet.

2. This amendment shall not alter nor amend any other term or provision of the above referenced covenants. This Amendment is made pursuant to the provisions of amendment provisions of said covenants as found on pages 20 and 21 of said Declaration of Protective Covenants and Restrictions for Wylie Creek Ranch Subdivision.

Dated this 29th day of September, 2000.

Richard E. Thomson
by Linda Rabel
his attorney in fact
Richard E. Thomson, by Linda Rabel, his
attorney in fact, owner of Lots 5, 8, 11, 12,
17, 22, 25, 26, 27, 28, 30, 32 and 34


STATE OF MONTANA)
: ss.
County of Gallatin)


On this 29th day of September, 2000, before me, a Notary Public in and for said State, personally appeared LINDA RABEL, known to me to be the person whose name is subscribed to the within instrument as attorney-in-fact of RICHARD E. THOMSON, and acknowledged to me that she subscribed the name of RICHARD E. THOMSON thereto and her own name as attorney in fact.



Betty B. O'Sullivan
Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My commission expires: 11-12-01

Amendment to Declaration of Protective Covenants and Restrictions
for Wylie Creek Ranch Subdivision

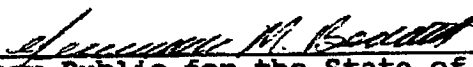

Mark J. Anderson
owners of Lot 19


Deb Anderson

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 28th day of September, 2000, before me, a Notary Public in and for said State, personally appeared MARK J. ANDERSON and DEB ANDERSON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.




Notary Public for the State of Montana.
Residing at Bureau, Montana.
My commission expires: 2-2-04



Amendment to Declaration of Protective Covenants and Restrictions
for Wylie Creek Ranch Subdivision

Rodney A. Cranford
owners of Lot 3

Catherine E. Cranford

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 29th day of September, 2000, before me, a Notary Public in and for said State, personally appeared RODNEY A. CRANFORD, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

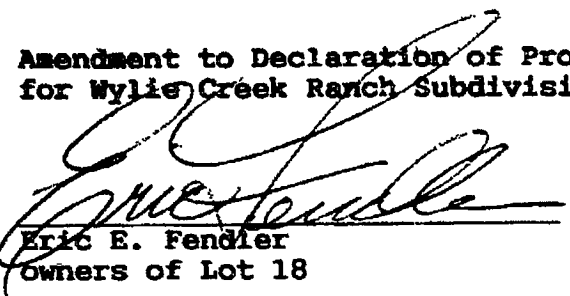


Notary Public for the State of Montana.
Residing at Belgrade, Montana.
My commission expires: 8-17-2001



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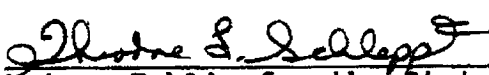
Amendment to Declaration of Protective Covenants and Restrictions
for Wyllie Creek Ranch Subdivision


Eric E. Fendler
Owners of Lot 18


Marsha R. Fendler

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 27 day of September, 2000, before me, a Notary Public in and for said State, personally appeared ERIC E. FENDLER and MARSHA R. FENDLER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.


Notary Public for the State of Montana
Residing at Belgrade, Montana
My commission expires: 8 January 2001





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10/10/2000 00:42P

Shelley Vance-Gallatin Co MT MISC

72.00

**Amendment to Declaration of Protective Covenants and Restrictions
for Mylie Creek Ranch Subdivision**E. Y. Adams
owner of Lot 2

Jacques Adams

STATE OF OREGON)
: ss.
County of Washington

On this 26 day of September, 2000, before me, a Notary Public in and for said State, personally appeared E. Y. ADAMS and JACQUE ADAMS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.


Notary Public for the State of Oregon.
Residing at 12224 SW Martinazzi, Oregon.
My commission expires: 9/30/03



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Amendment to Declaration of Protective Covenants and Restrictions
for Wylie Creek Ranch Subdivision

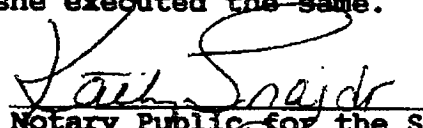
TESLOW CONSTRUCTION INC., by


Susan Teslow, Secretary
owner of Lot 29

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 26 day of September, 2000, before me, a Notary Public in and for said State, personally appeared SUSAN TESLOW, Secretary of TESLOW CONSTRUCTION, INC., known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that she executed the same.




Notary Public for the State of Montana.
Residing at Belgrade, Montana.
My commission expires: 8-17-2002



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Amendment to Declaration of Protective Covenants and Restrictions
for Wylie Creek Ranch Subdivision

Neil J. Wilbert

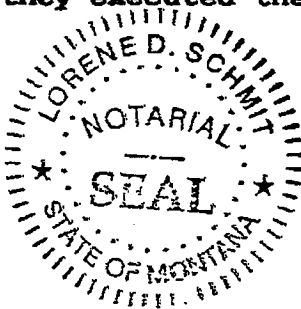
Neil J. Wilbert
owners of Lot 1

Ann Wilbert

Ann Wilbert

STATE OF MONTANA)
: ss.
County of Gallatin


On this 25th day of September, 2000, before me, a Notary Public in and for said State, personally appeared NEIL J. WILBERT and ANN WILBERT, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Lorene D. Schmit

Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My commission expires: May 26, 2002

Amendment to Declaration of Protective Covenants and Restrictions
for Wylie Creek Ranch Subdivision



Michael J. Bulluss
owners of Lot 7

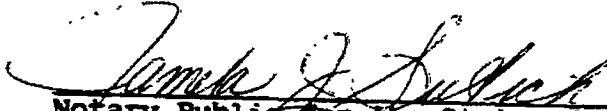


Lori G. Bulluss

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 25 day of September, 2000, before me, a Notary Public in and for said State, personally appeared MICHAEL J. BULLUSS and LORI G. BULLUSS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.






Notary Public for the State of Montana.
Residing at Berwyn, Montana.
My commission expires: 5/26/02



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**Amendment to Declaration of Protective Covenants and Restrictions
for Wylie Creek Ranch Subdivision**



Steven J. Vick
owners of Lot 33




Cheryl Vick

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 25 day of September, 2000, before me, a Notary Public in and for said State, personally appeared STEVEN J. VICK and CHERYL VICK, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.





Notary Public for the State of Montana.
Residing at Bozeman Montana.
My commission expires: 8-17-2002



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**Amendment to Declaration of Protective Covenants and Restrictions
for Wylie Creek Ranch Subdivision**

Kenneth P. Walters
Kenneth P. Walters
owners of Lot 21

Beckie L. Walters
Beckie L. Walters

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 25 day of September, 2000, before me, a Notary Public in and for said State, personally appeared KENNETH P. WALTERS and BECKIE L. WALTERS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Kathy Snauder
Notary Public for the State of Montana.
Residing at Bellevue, Montana.
My commission expires: 8-17-2002



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Amendment to Declaration of Protective Covenants and Restrictions
for Wylie Creek Ranch Subdivision

TIMBER WEST INC., by

Timber West, Inc.
Linda Rabel, Sec.
Linda Rabel, Secretary
owner of Lot 31

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 25 day of September, 2000, before me, a Notary Public in and for said State, personally appeared LINDA RABEL, Secretary of TIMBER WEST, INC., known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Kathy Stayor
Notary Public for the State of Montana.
Residing at *Belgrade*, Montana.
My commission expires: 8-17-2002



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**Amendment to Declaration of Protective Covenants and Restrictions
for Wylie Creek Ranch Subdivision**

Rick L. Rogers
owners of Lot 9

Renee Dwiggins
Rogers

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 25 day of September, 2000, before me, a Notary Public in and for said State, personally appeared RICK L. ROGERS and RENEE DWIGGINS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for the State of Montana.
Residing at Belgrade, Montana.
My commission expires: 8-17-2002



BY-LAWS

OF

WYLIE CREEK RANCH HOMEOWNER'S ASSOCIATION

1. PURPOSE AND APPLICATION

These By-Laws are and shall be the By-Laws of the Wylie Creek Ranch Homeowner's Association. These By-Laws shall govern and control the administration of the Wylie Creek Ranch Subdivision and the Wylie Creek Ranch Subdivision Protective Covenants and Restrictions, which are made a part hereof by reference. All lot owners, their guests and any renters or sub-lessees present and future shall have the rights and responsibilities described in these By-Laws and shall be subject to the provisions thereof.

2. MEMBERSHIP

Persons owning a lot in the Wylie Creek Ranch Subdivision shall be a member of the Homeowners' Association, hereafter referred to as the "Homeowners' Association" or "Association", as established in the initial filing of the covenants for the Subdivision. Membership begins concurrently with the acquisition of an ownership interest in a lot and terminates at the time such ownership interest is terminated. Such termination shall not relieve any owner of liability for obligations incurred while a member of the Association; further membership in the Association does not in any way negate or impair any owner's legal remedies, right to bring legal action, or defenses to any and all actions involving the Association, other lot owners, or the management which may arise from or be incidents of ownership.

3. OBLIGATIONS

Each Owner shall be obligated to comply with these By-Laws, the Articles of Incorporation (if any), and the Protective Covenants of Wylie Creek Ranch Subdivision, Gallatin County, Montana, of which this subdivision is a part (which covenants are incorporated herein as if set forth below in their entirety). Such obligation shall include, but not be limited to, the paying of assessments to the Association. Failure of any lot owner to abide by these By-Laws and all rules made pursuant thereto, the Covenants, and the State of Montana, shall be grounds for appropriate legal action by the Homeowners' Association or by an aggrieved lot owner against such non-complying owner.

4. MEETINGS AND VOTING

A Regular Meetings: There shall be a regular meeting of the Association annually on such date as determined by the Board



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Accommodation Recording Only

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of Directors of the Association and properly announced by the Board. The first meeting of the Association shall take place not more than 1 year following the date of signing these By-Laws, if not sooner held.

B. Special Meetings: Pursuant to these By-Laws, the Association may at any time hold special meetings. Such special meetings may be called on the initiative of the President of the Association, or a signed request of the Manager, or a petition signed by 25% of the total votes of the lot owners. Notice of any special meetings must specify the reason for such meeting and the matters to be raised. Only matters set forth in the petition or request may be brought before such meeting unless 75% of the votes present agrees otherwise.

C. Notice: Notice of all meetings, regular or special shall be mailed by the Association's Secretary to every lot owner on request at their address of record at least ten (10) days prior to the time for holding such meeting. Such notices shall specify the date, time and place of the meeting and shall make provision to allow for the voting of each lot owner's interest by proxy at the discretion of the owner. The mailing of a notice to the last known address of a lot owner in the manner provided in its paragraph or the personal delivery of such notice by the Secretary of the Association shall be considered as notice served. The lot owners shall have the responsibility of keeping the Association notified of their current addresses.

D. Quorum: No Homeowners' Association meeting, regular or special shall be conveyed to conduct business unless a quorum is present in person or by proxy. A quorum shall consist of at least twenty percent (20%) of the total votes of the lot owners. At any time, during any meeting that a quorum is not present, such meeting shall be adjourned forthwith.

E. Director Meeting: The Board of Directors shall have an annual meeting to elect officers and to take care of such annual business as preparing a budget and other matters. The President or a majority of the Board of Directors may call a special notice or upon 5 days oral or telephone notice. Notice of any meeting may be waived in writing. The Directors shall act by a majority vote.

5. VOTING INTEREST

Each lot owner at any Association meeting shall have one vote for each lot owned in the Subdivision. If there are more than one owner for a lot, such owners shall decide among themselves how to vote or otherwise exercise or represent the lot owners' interest in a lot.

Whenever a quorum is present at a meeting of the

Association, those present may do any and all acts they are empowered to do unless specific provision of these By-Laws, the Covenants, or the laws of the State of Montana direct otherwise.

6. BOARD OF DIRECTORS

The governance of the Wylie Creek Ranch Subdivision shall be by a Board of Directors elected from among the lot owners. Such Board shall have all powers and responsibilities attended to the general administration and control of the subdivision. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified by these By-Laws.

7. OFFICERS OF THE BOARD OF DIRECTORS

The First Board shall consist of three members elected at the organizational meeting of the Homeowners' Association. Thereafter on the date of the first meeting of the Homeowners' Association, the Association shall elect from its membership a Board of Directors who shall consist of a number set by the members, not more than five nor less than three and shall include a President, Secretary, and Treasurer. The manner of election of the Board shall be as follows: one or more members shall be nominated for each vacancy of Director. The members shall have one vote per lot for each Director; the three members receiving the most votes for each office shall be elected. The Directors shall elect the officers.

A. President. The President shall preside at all meetings of the Association and meetings of the Board and shall have such other powers and duties as are provided in the Declaration, these By-Laws or by law and as are ordinarily exercised by the presiding officer of an association, including the appointment of committees from among the Owners, and as may be delegated to him by the Board or the Association from time to time.

B. Secretary: The Secretary shall record the proceedings of the meetings of the Board and meetings of the Association, shall keep the records of the Board and of the Association and shall have such other powers and duties as may be delegated to him or her by the Board of the Association from time to time.

C. Treasurer: The Treasurer shall be responsible for the funds of the Association and shall be responsible for keeping and having kept full and accurate financial records and books of account showing all receipts and disbursements of the Association and any other financial data required by the Board. He or she shall be responsible for the deposit of all funds in the name of the Association in such depositories as may be designated by the Board from time to time and shall have such powers and duties as

may be delegated to him or her by the Board from time to time. The Board may delegate such of the Treasurer's powers and duties to a manager as it deems advisable.

8. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and duties:

- a. To call annual meetings of the Association and give due notice thereof.
- b. To conduct elections of the Board.
- c. To enforce the provisions of the Articles of Incorporation (if any), the By-Laws, and the Protective Covenants of Wylie Creek Ranch Subdivision by appropriate action.
- d. To promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the lots so as to not interfere with the peace and quiet of all the residents. Such rules must be approved by seventy-five percent (75%) of the total votes of the lot owners voting in person or by proxy at any regular or special meeting of the Association, provided such rules are mailed to the last known address of such owner at least ten days prior to such meeting at which the rules are to be voted upon.
- e. The Board may provide for the management of the Wylie Creek Ranch Subdivision by hiring or contracting with suitable and capable management personnel for the day-to-day operation, maintenance, upkeep and repair of the subdivision facilities.
- f. To levy assessments as allowed by the Covenants, these By-Laws, and the State of Montana, and to provide the collection, expenditure and accounting of said assessments.
- g. To collect the assessments for the Homeowners' Association.
- h. To pay for the expenses of the maintenance, repair, and upkeep of the parks and roads within the subdivision and to approve payment vouchers, either at regular or special meetings.

- i. To delegate authority to the manager for the conduct of subdivision business, to carry out the duties and powers of the Board; however, such authority shall be precisely defined with ultimate authority at all times residing in the Board of Directors.
- j. To provide a means of hearing grievances and foreclosure proceedings of lot owners and to observe all due process requirements imposed upon homeowners' association for subdivisions.
- k. To meet at regularly scheduled times and hold such meetings open to all lot owners or their agents.
- l. To prepare an annual budget for the subdivision in order to determine the amount of the assessments payable by lot owners, to meet the expenses, and to allocate and assess such charges among the lot owners for their pro-rata share of the budget each year, and to submit such budget to the lot owners on or before the date of the annual meeting.
- m. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses, costs, or additional capital expenses, or because of emergencies.
- n. To file liens and to foreclose liens and to otherwise take appropriate legal action to collect any delinquent assessments, payments of amounts due from lot owners or from any person or persons owing money to the subdivision, and to levy a penalty and to charge interest up to the legal rate on unpaid amounts due and owing.
- o. To defend in the name of the Association any and all lawsuits wherein the Wylie Creek Ranch Subdivision is a party defendant.
- p. To enter into contracts with third parties to carry out the duties set forth, for and in behalf of the Board and the Association.
- q. To establish a bank account for the Wylie

Creek Ranch Subdivision and to keep therein all funds of the Association. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

- r. In general, to act for and to carry on the administration and affairs of the Association as authorized and prescribed by the Covenants and do all of those things which are necessary and reasonable in order to carry out the governance and operation of the subdivision.
- s. To arrange, keep, maintain and renew adequate liability insurance for the Association.
- t. To carry out the duties and responsibilities of the Board in all other matters as may be authorized, needed or required by the Covenants.
- u. To allow first lienholder to inspect Association and Board records upon proper notice and during reasonable business hours.
- v. To serve as the Architectural Committee of the Homeowners' Association or to appoint members to such Committee and to carry out the duties thereof as described in the Wylie Creek Protective Covenants and Restrictions.

9. VACANCIES AND REMOVAL

Should a vacancy occur on the Board of Directors, the remaining Board, subject to the exception described below, shall appoint a member of the Association to serve for the unexpired term. Such vacancy shall be filled no later than the next regular meeting of the Association, the Association may fill such vacancy.

At any regular or special meeting of the Association, any member of the Board may be removed by a majority of the votes at such meeting. Such vacancy shall be filled by the Association. Such removal matter must be announced in the notice of such regular or special meeting. The personal delivery of such notice by the Secretary of the Association shall be considered notice served.

10. COMPENSATION

No member of the Board of Directors shall receive any

compensation for acting as such, except to be retained for approved expenses incurred in attending Board meetings or carrying out Board functions. Nothing herein however, shall be construed to preclude compensation being paid to managers who are hired by the Board.

11. LIABILITY OF MEMBERS OF BOARD OF DIRECTORS

No member of the Board shall be liable to the Association or any of the members or lot owners or any third party for harm, injury, loss or damage suffered because of any action taken or omitted to be taken by any member of the Board serving as Board member in good faith if the Board member:

- a. exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his own affairs; or
- b. took or did not take action in reliance upon advise of counsel or upon statements or information of other lot owners or employees of the Association which he has reasonable grounds to believe.

12. MANAGEMENT AND BUDGET

A manager may be appointed and/or removed by the Board of Directors. The manager of any member of the Board or Association handling Association funds or having power to withdraw or spend such funds shall be bonded, and shall have maintained records of the financial affairs of the subdivision. Such records shall also detail all assessments made by the Association and the status of payments of said assessments by all lot owners. All records shall be made available for examination during normal business hours to any lot owner or his or her assigned representative. All functions and duties herein provided for the manager may be performed by the Board, or the Chairman, if the Board should decide not to have a manager.

A. The records and expenditures of the Association shall be under the direction of the Board or the manager and include a provision for:

1. Current Expenses: Which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserve or to betterment. The balance in this fund to

reduce the assessments for current expenses for the succeeding year.

2. Reserve for Deferred Maintenance: Which shall include funds for maintenance and items which occur less frequently than annually.
3. Reserve for Replacement: Which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
4. Betterment: Which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which shall be a part of the common elements.

B. The manager, if any, shall prepare and submit to the Board a budget, or the Board must prepare a budget for each calendar year. The budget shall include the estimated funds required to carry out the functions of the Association, including a reserve for contingencies, to pay for services and materials furnished to the Association, and to provide and maintain funds for the foregoing accounts according to the good accounting practices.

Copies of the budget and proposed assessments shall be transmitted to each member, on or before the date of the annual meeting of the Homeowners' Association preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. The budget shall be amended if necessary and approved by a majority of the total votes of the members voting in person or by proxy at the annual meeting.

C. A financial report of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member at the annual meeting.

The Board or the manager shall generally operate and manage the subdivision for and on behalf of the Owners and shall have such other powers and authority as the members may designate. If there is no manager or if the manager resigns, is terminated or his contract expires and a successor is not chosen, the Board shall perform all the duties of the manager until a manager shall be replaced.

The Secretary shall as soon as practicable after adoption, prepare a copy of these By-Laws as amended for certification by the President and Secretary of the Association. By-Laws as amended shall become effective at the time of such certification and a copy shall be mailed or delivered to each lot owner.

14. ASSESSMENTS

In accordance with the Covenants and these By-Laws, each lot owner shall be assessed for the Association's expenses. Such assessment shall be collected and paid according to the terms and under the procedures more particularly set orth in the Covenants. The amounts of assessments described above and any other assessments allowed by these By-Laws, the Covenants and by the State of Montana, shall be fixed by the Board of Directors. Notice of each lot owner's assessments shall be mailed to said owner at this address of record.

15. FISCAL YEAR

The fiscal year of the Association shall commence on January 1 of each year and end on December 31 of each year, unless changed by the Board of Directors.

16. DUE PROCESS BY THE ASSOCIATION

In the event that an action is taken by the Association against any individual owner to enforce an assessment, or any part of the By-Laws or Covenants, or any rule or regulation properly adopted by the Association, said owner shall be afforded the protection of due process, including but not limited to the following:

- a. Adequate notice in writing of any default with a contingent right to cure the default.
- b. An opportunity to defend him or herself against any allegations of default.
- c. An opportunity to cross-examine witnesses.
- d. An opportunity to receive a formal hearing before an impartial forum or tribunal.
- e. To finds of fact by the formal tribunal in accordance with the evidence presented.
- f. To penalty proportionate to the offense as suspension of voting rights and a reasonable fine imposed by the Board of Directors of the Association.

17. MISCELLANEOUS

A. Costs and Attorney's Fees: In any proceeding arising out of an alleged default by a lot owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the

Court.

B. No Waiver of Rights: The failure of the Association or of a lot owner to enforce any right, provision, covenant or condition which may be granted by the subdivision documents, shall not constitute a waiver of the right of the Association or lot owner to enforce such right, provision, covenant or condition in the future.

C. Election of Remedies: All rights, remedies and privileges granted to the Association or a lot owner pursuant to any term, provision, covenant or condition of the subdivision documents shall be deemed cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the subdivision documents, or at law or in equity.

D. Surplus. Any surplus of common expense payment by lot owners over the actual expenses (including the reserve for contingencies and replacements) during a fiscal year of the Association shall be applied towards common expenses for the following year or shall be applied in any other manner which shall benefit the Association and which, on the basis of United States Federal Income Tax Law, regulations and interpretations existing from time to time, in the sole discretion of the Board, is most likely to avoid taxation of such surplus, provided that such application is consistent with the proportional interest of all the lot owners, and is not precluded by the terms of the Act, as amended from time to time.

E. Parliamentary Rules: Roberts Rules or Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Articles of Incorporation (if any), the Protective Covenants, or these By-Laws.

F. Invalidity The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance hereof, nor shall it affect the validity, enforceability, or effect of the Protective Covenants.

18. THE COVENANTS

The developer has recorded the Covenants for Wylie Creek Ranch Subdivision. The Covenants shall govern the acts, powers, duties and responsibilities of the Association and in the event these By-Laws and Covenants are in conflict, the Covenants shall prevail.

The definition of terms set forth in the Covenants shall be



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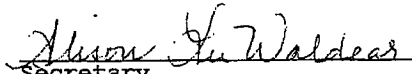
applicable throughout these By-Laws and the interpretations thereof.

By virtue of these By-Laws and the Covenant, each lot owner has the right to membership in the Association and any lot owner is eligible to be elected to the Board of the Wylie Creek Ranch Subdivision.

The Wylie Creek Ranch Subdivision Homeowners' Association and its Board of Directors shall have the primary and final authority on all matters solely affecting the subdivision area, subject to the laws rules and regulations of the City of Belgrade, the County of Gallatin, and the State of Montana.

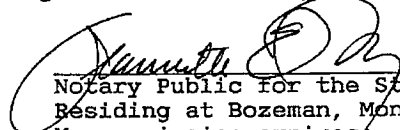
The undersigned hereby certify, declare and affirm the adoption of the foregoing By-Laws by vote of the members of the Wylie Creek Ranch Homeowners Association on the 12th day of OCTOBER, 2001.


President


Secretary

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 12th day of October, 2001, before me, a Notary Public in and for said State, personally appeared Susan Teslow and Alison Lu Walden, the duly elected President and Secretary, respectively of WYLIE CREEK RANCH HOMEOWNER'S ASSOCIATION, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.


Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My commission expires: 10-18-03

