

Covenants

DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS

THIS DECLARATION is made the 18th day of October, 1977, by HIDDEN VALLEY RANCHES, a partnership, of Missoula, Montana hereinafter called Declarant.

WITNESSETH:

WHEREAS, Declarant is the equitable owner of certain real property located in the County of Ravalli, State of Montana, and more particularly described on Certificate of Survey No. 1316, recorded the 6th day of July, 1977, in the office of the Clerk and Recorder, Ravalli County, Montana.

WHEREAS, Declarant desires to place restrictions, covenants, and conditions upon said real property for the use and benefit of itself as present owner and for the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property as a highly desirable rural development. These restrictions, covenants, conditions, and easements shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described property or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

Article I: DEFINITIONS

Section 1. "Association" shall mean and refer to HIDDEN VALLEY RANCHES HOMEOWNERS ASSOCIATION, a Montana non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such other real property as is now or may be brought within the jurisdiction of the Association.

Section 3. "Tract" means and refers to any plot of land as originally surveyed for subdivision of the Properties to be evidenced by the conveyance from Declarant with the exception of dedicated streets and road assessments. In the event a tract is subdivided or other than a tract as originally conveyed by Declarant is used as a dwelling location, such location as modified shall thereafter be considered as a Tract. Any recorded document, to include a deed, mortgage, or notice of purchasers interest, indication such change shall be deemed to establish the modified Tract.

Section 4. "Member" shall mean and refer to every person or entity who is a Member of the Association.

Section 5. "Owner shall mean and refer to the equitable owner, whether one or more persons or entities, of any Tract which is a part of the Properties, including Buyers under a contract for deed and contract Sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to HIDDEN VALLEY RANCHES, a partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Tract from Declarant for the purpose of development.

ARTICLE II: ANNEXATION

The Association may, at any time, annex additional residential properties that border property within the jurisdiction of the Association, and so add to its membership, provided that such annexation shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE III: MEMBERSHIP

Every person or entity who is an equitable or record owner of any Tract which is subject by covenants of record to assessment by the Association, including Buyers under a contract for deed and contract Sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Tract which is subject to assessment by the Association. Ownership of such Tract shall be the sole qualification for membership.

ARTICLE IV: VOTING

All Members shall be entitled to one (1) vote for each tract in which they hold the interest required for membership. When more than one person holds such interest in any Tract, the vote for such Tract shall be exercised as such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Tract.

ARTICLE V: PURPOSES

The Association shall represent the Owners and serve them in accordance with the provisions of this Declaration. Its services may include maintenance of road easements, coordination with Ravalli county concerning any special improvement districts and maintenance of related systems or projects, providing of public utility services, and providing such other services and representation as are authorized or permitted in accordance with the provisions of this Declaration.

ARTICLE VI: ASSESSMENTS

Section 1. Creation of Personal Obligation. The Declarants for each Tract owned within the Properties, covenant to, and each other Owner of any Tract, by acceptance of a deed or contract

for purchase of any Tract within the Properties, whether or not it shall be so expressed in said deed or contract, is deemed to covenant and agree to, and shall be a Member of, and subject to the assessments and duly enacted By-Laws and other rules of, the Association. Each assessment shall be the personal obligation of the Owner of each Tract as of the date of assessment. This personal obligation shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties and services of the homes situated upon the Properties.

B. Both annual and special assessments must be fixed at a uniform rate per Tract except as otherwise provided herein. However, all undeveloped Tracts owned by the Declarant shall be subject to assessment at one-fourth (1/4) of the amount of the fixed assessment.

Section 4. Annual Assessments. Assessments shall be fixed annually by the Board of Directors of the Association. Payment of assessments shall be in periodic installments at such intervals as established by the Board of Directors. Until January 1, 1980, the maximum annual rate shall be Fifty Dollars (\$50.00) per tract.

a. From and after January 1, 1980, the maximum annual assessment may be increased effective the 1st day of January, of each year in proportion to the annual rise, if any, in the Consumer Price Index as published for the preceding month of July by the United States Department of Labor.

b. From and after the 1st day of January 1980, the maximum assessment may be increased above that established by the Consumer Price Index formula, or decreased to a different basis (subject to subsequent adjustment by the Consumer Price Index formula), provided that any such change shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy at the meeting duly called for this purpose. These limitations shall not apply to any change in the assessments incident to merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

c. After consideration of the current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum allowable.

Section 5. Road Maintenance Charges. In addition to other assessments provided for herein, the Association shall levy a special assessment each year for the purpose of paying for road maintenance charges at their actual costs. This assessment shall be levied at a uniform rate for all Tracts adjoining the non-dedicated road easements.

Section 6. Commencement of Assessments. The Board of Directors of the Association is authorized to make the initial assessments at such time as it determines appropriate. The Board of Directors shall fix the amount of the annual assessment against each Tract in advance of each annual assessment period. Special assessments shall be billed as deemed appropriate by the Board of Directors, but not more often than one each quarter. Written notice of each assessment

shall be sent to every Owner subject thereto at least thirty (30) days before the due date as established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

[Section 7 does not appear in the original document]

Section 8. Non-payment of Assessment. Any assessment or installment payments on assessments which are not paid when due shall be delinquent. If not paid within thirty (30) days after the due date, the amount shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. The association may bring an action at law to collect the amount of the assessment, together with interest, costs, and reasonable attorney's fees for such action.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein.

- a. All properties dedicated to and accepted by a public authority or agency,
- b. All properties owned by the Association, and,
- c. All properties owned by a charitable organization exempt from taxation by the law of the State of Montana. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII. PROTECTIVE COVENANTS

The following protective covenants are designed to provide a uniform plan for the development of the Properties. They shall constitute a covenant running with the land for each Tract within the Properties.

Section 1. Land Use. All Tracts in the above described property shall be used for residential purposes only, except as hereinafter provided. No business, trade, manufacture, or other commercial activity shall be conducted thereon. No Tract shall be subdivided so any residential site contains less than five (5) acres. Removal of gravel shall be permitted, provided that the land is subsequently contoured.

Section 2. Buildings. No buildings shall be erected, altered or placed or permitted to remain on any Tract other than a dwelling, a private garage, and related out buildings. No temporary structure, trailer, mobile or other portable home, basement, tent, shack, garage, barn or other out building shall be used as a residence on said premises.

Section 3. Building Size. The ground floor area of the main dwelling house shall not be less than seven hundred (700) square feet for any two story house, and nine hundred (900) square feet for a one story house, exclusive of open porches and garages. The Declarant shall have the right

in its absolute discretion to permit exceptions to this section provided the proposed house site is in a secluded area or otherwise naturally adapts itself to a non-conforming site or type of structure.

Section 4. Building Location. No building shall be located on any Tract closer than one hundred (100) feet to any street or [roadway] easement nor closer than fifty (50) feet to any other property line. The Declarant shall have the right to permit reasonable modifications of this setback requirement but not to exceed twenty percent (20%) of the setback requirement. No dwelling shall be located in any gully, ravine, or other natural drainage course.

Section 5. Signs. No advertising signs (except a small "For Sale" sign), billboards, or unsightly objects shall be erected, placed, or permitted to remain on any Tract. Until the 1st day of January 1980, Declarant and its assigns may place reasonable signs within the property to promote its development.

Note: Lots numbered one (1) through Seven (7) of the subject property shall be exempt from the foregoing covenants numbered One (1) through Five (5). The Declarant, in its sole discretion, shall grant approval to owners of such properties for variances, presented in writing directed to the Declarant, in each of the foregoing categories.

Section 6. Maintenance. Each property Owner shall provide exterior maintenance. The premises, improvements, and appurtenances shall be maintained in a safe, clean, neat, and orderly condition. No rubbish or other waste shall be allowed to accumulate on the property. All containers for the storage and disposal of garbage shall be kept in a clean and orderly condition.

Section 7. Timber. No timber cutting shall be permitted that materially reduces the aesthetic or scenic value for adjacent Tracts. This provision is not intended to preclude the clearing of a residential site or providing access thereto.

Section 8. Animals. Only normal family pets, and cattle, sheep and horses may be kept on the premises. Such animals shall be confined within the property of their owners and shall not be permitted to become a nuisance or annoyance to neighbors. The number of animals shall be limited to preclude overgrazing of the land.

Section 9. Nuisances. No noxious or offensive activity shall be carried on or permitted on any Tract, nor shall the property be used in any way which may endanger the health or safety of, or unreasonably disturb the neighborhood.

Section 10. Road Easements. Certain access routes and roads within the properties may be established by easement without being dedicated. The Declarants or their assigns may dedicate such routes and roads.

Section 11. Utility Easements. Easements for utilities are reserved for a width of ten (10) feet along each side of every Tract.

Section 12. Sanitary Restrictions. The owner of any property shall comply with all governing laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution.

ARTICLE VIII: ENFORCEMENT

These covenants, and all parts thereof, may be enforced by the Declarants, the Association, or the Owner of any Tract by the appropriate proceeding at law or in equity, and may include proceedings to enjoin the violation and recover damages. Invalidation of any one of the restrictions shall in no way affect the other provisions which shall remain in full force and effect. Failure to enforce any provision shall not be deemed a waiver of the right to do so thereafter. The offending Owner is obligated to pay costs of suit including reasonable attorney's fees expended by the Association to enforce this Declaration.

ARTICLE IX: TERM

The covenants shall be binding until January 1, 1980, after which time they shall automatically extended for successive periods of ten (10) years, unless an instrument signed by the Owners of a majority of the Tracts has been recorded agreeing to change the covenants in whole or in part.

ARTICLE X: AMENDMENT

These covenants may be amended by an instrument signed by the Owners of two-thirds (2/3) of the Tracts which has been recorded, agreeing to such amendment.

HIDDEN VALLEY RANCHES

By: _____

STATE OF MONTANA)

) ss

County of Missoula)

On this 18th day of October, 1977, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JOHN L. REELY, one of the partners of HIDDEN VALLEY RANCHES, a partnership of Missoula, Montana, and known to me to be the person whose name is subscribed to the within instrument, acknowledged [tome] that he executed the same.

NOTARY PUBLIC for the State of Montana

Residing at Missoula, Montana

My Commission Expires July 1, 1978

Other recording information

shown is illegal

Bylaws

BY-LAWS OF HIDDEN VALLEY RANCHES HOMEOWNERS ASSOCIATION

ARTICLE I. NAME

The name of the corporation is Hidden Valley Ranches Homeowners Association.

ARTICLE II. DESCRIPTION

Section I. "Association" shall mean and refer to Hidden Valley Ranches Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that real property subject to a certain Declarations of Covenants, Conditions, and Restrictions recorded in Book 145 at page 126 of the official records of Ravalli County, Montana.

Section 3. "Tract" shall mean and refer to any plot of land shown on Certificate of Survey No. 1316 concerning the property which is subject to the Declaration. In the event a tract is subdivided or other than a tract as originally conveyed by Declarant is used as a dwelling location, such location as modified shall thereafter be considered as a Tract. Any recorded document, to include a deed, mortgage, or notice of purchasers interest, indicating such change shall be dedeed to establish the modified Tract.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any tract which is a part of the Properties, including Buyers under a contract for deed and contract sell[s]rs, but excluding those having such interest merely as a security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to that Declaration of Covenants, Conditions and Restrictions for Hidden Valley Ranches recorded in Book 145 at page 126 of the official records of Ravalli County, Montana its duly adopted amendments, and other similar declarations applicable to the Properties that may be subsequently recorded.

ARTICLE III. OFFICES

The principal office of the association shall be located in Missoula, Montana. The association shall maintain a registered office and registered agent whose office is identical with such registered office. The registered office and agent may be changed from time to time by the Board of Directors.

ARTICLE IV. MEMBERSHIP

Section 1. Qualification. Every person or entity who is a record owner of any tract which is subject by covenants of record to assessment by the Association, including buyers under a contract for deed and contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the tract which is subject to assessment by the Association. Ownership of such tract shall be the sole qualification for membership.

Section 2. Suspension. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, his voting rights and right to use the facilities may be suspended fore the Board of Directors until such assessment has been paid.

ARTICLE V. MEETING OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members shall be held on the third Monday of March at the hour of 7:30 p.m. or at such other convenient time as may be fixed by the Board of Directors. The purpose of the meeting shall be for the election of directors and for the transaction of such other business as may come before the meeting.

Section 2. Special Meetings. Special meetings may be called by the President, the Board of Directors, or upon written request of Members who are entitled to vote two-thirds (2/3) of all the votes of the entire membership.

Section 3. Place of Meeting. Meetings of Members shall be held at such place as may be designated by the Board of Directors.

Section 4. Notice of Meeting. Written notice stating the place and time of a meeting shall be mailed to each Member not less than ten (10) nor more than fifty (50) days before the date of such meeting. The notice of meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association with postage thereon prepaid. A single notice may be sent to each Owner.

Section 5. Quorum. Members holding one-fourth (1/4) of all the votes which may be cast at any meeting shall constitute a quorum at such meeting. If the quorum is not present, a majority of the Members present may adjourn the meeting from time to time without further notice.

Section 6. Proxies. At any meeting, a member may vote by a proxy executed in writing. A Member shall be deemed to be present by proxy, if persons who jointly own a tract with him are absent.

Section 7. Voting. The act of a majority of the voting Members present, in person or by proxy, at a meeting at which a quorum is present shall be act of the Members, unless a different of voting or the act of a greater number is required by law, the Articles of Incorporation, or this By-Laws.

ARTICLE VI. BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the corporation shall be managed by the Board of Directors.

Section 2. Number and Tenure. The number of directors shall be five (5). Each director shall be a Member of the Association and shall hold office until his successor shall have been elected and qualified at an annual meeting of Members. To provide for overlap and continuity, the initial election will elect three (3) directors for a two (2) year term in office and two (2) directors for a one (1) year term. Thereafter, each elected director shall serve for a two (2) year period. Termination of membership in the association shall terminate tenure as a member of the Board of Directors.

Section 3. Nomination. Nomination for election to the Board of Directors shall be made by a Nomination Committee. Nominations may [alsobe] from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4. Election. Election to the Board of Directors shall be by secret ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

Section 5. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Laws immediately after and at the same place as the annual meeting of Members.

Section 6. Special Meetings. Special Meetings of the Board of Directors shall be given at least two (2) days previously thereto by notice delivered personally or sent by mail to each director. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where he attends for the express purpose of objecting to the transaction of any business because it is not lawfully called or convened.

Section 8. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting from time to time without further notice.

Section 9. Voting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 10. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority vote of the remaining directors, though less than a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 11. Informal Action. Any action required to be taken at a meeting of directors on any action which may be taken at a meeting of directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the directors.

Section 12. Compensation. No director shall receive compensation for any service he may render to the Association.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power:

- a. To exercise for the Association all powers, duties, and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- b. To declare office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- c. To employ an independent contractor, a manager, or such other employees as they deem necessary, and to prescribe their duties, and
- d. To take such action as is considered necessary or desirable to enforce the covenants or other provisions of the Declaration.
- e. To adopt and publish rules and regulations to enforce the restrictive covenants as set forth in the Declaration of Covenants, Conditions and Restrictions for Hidden Valley Ranches recorded in Book 145 at page 126 of the official records of Ravalli County, Montana.

Section 2. Duties. It shall be duty of the Board of Directors:

- a. To cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by two-thirds (2/3) of the Members who are entitled to vote;
- b. To supervise all officers, agents, or employees of this Association, and to see that their duties are properly performed;
- c. To fix the amount of assessments consistent with requirements of the Declaration;
- d. To issue, or to cause any appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid;

e. To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on any improvements owned by the Association; and

f. To cause all officers or employees having fiscal responsibilities to be bonded, if deemed appropriate.

ARTICLE VII. OFFICERS

Section 1. Officers. The officers of the corporation shall be president, a vice-president, a secretary, and a treasurer, and such other officers as the Board may from time to time designate. One person may serve as secretary and treasurer.

Section 2. Elections and Terms of Office. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of Members from the members of the Board of Directors. Each officer shall hold his office until such successor shall have been elected and qualified.

Section 3. Removal. Any officer may be removed by a majority vote of the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. Vacancies. A vacancy occurring in any office may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the association and shall in general supervise and control all the business and affairs of the association. He shall preside at all meetings of the Members and of the Board of Directors. He may sign any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed. He shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors; see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law; be custodian of the corporate records and of the seal of the corporation; keep a register of the address of each Member; and in general perform the duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive all monies due and payable to the corporation from any source whatsoever, and deposit such monies in the name of the corporation in such

banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

ARTICLE IX. COMMITTEES

The Board of Directors in its discretion, may create or abolish such other committees as it deems appropriate to further the purposes of the Association.

ARTICLE X. CONTRACTS, CHECKS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Checks and Drafts. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officers as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by any two of the following officers: President, Vice-President, and Treasurer.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, or bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE XI. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XII. SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

ARTICLE XIII. WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Montana laws, or under the provisions of the Articles of Incorporation, or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended, or repealed by a majority of the Members present at any regular or special meeting. However, no provision which requires the approval of a greater number shall be altered, amended, or repealed without the approval of such greater number.

STATE OF MONTANA)

) ss.

County of Missoula)

Know ALL MEN BY THESE PRESENTS: That we, the undersigned, representing all the directors of HIDDEN VALLEY [] HOMEOWNERS ASSOCIATION, a Montana non-profit corporation, do hereby certify and declare that we are all of the directors of said corporation. That each and all of us do hereby give our written assent and approval to the foregoing Code of By-laws of the this corporation, and we and each of do hereby adopt and approve said foregoing By-Laws as the By-Laws of this corporation, and we further hereby certify that the same now constitute the By-Laws of said corporation.

Dated this 13 day of June, 1978.

_____ All signatures on the document were not legible and accordingly are not shown.

ATTEST:
