

DECLARATION OF UNIT OWNERSHIP

FOR

BOOK 1268 PAGE 3632

THE TRAILSIDE CONDOMINIUMS

The undersigned, HENRY GLASSER, 404 North 31st Street, Suite 100, Billings, Montana 59101, who is the owner of land and buildings hereinafter described, hereinafter referred to as "Grantor", in order to divide said property into separate units pursuant to Chapter 23 of Title 70 of the Montana Code Annotated, hereby establishes and declares on behalf of himself, his heirs and assigns, that the property hereinafter described from and after the date of the recording of this Declaration in the Office of the Clerk and Recorder of Yellowstone County, Montana, shall be and continue subject to each and all of the terms hereof until this Declaration is terminated or abandoned as hereinafter provided, and shall be known as The Trailside Condominiums:

1. DEFINITIONS. Unless the context expressly provides otherwise, the following definitions shall pertain throughout this Declaration, and shall be consistently utilized in the interpretation thereof:

- (a) Association means all of the unit owners acting as a group known as The Trailside Condominium Homeowners' Association, Inc., in accordance with the duly adopted Bylaws of The Trailside Condominium Homeowners' Association and this Declaration.
- (b) Board or Board of Directors means the Board of Directors of The Trailside Condominium Homeowners' Association, Inc., as more particularly defined in said Association's bylaws.
- (c) Common Elements means the General Common Elements and the Limited Common Elements.
- (d) Common Expenses means:
  - (1) expenses of administration, maintenance, repair, or replacement of the common elements;
  - (2) expenses agreed upon as common by all of the unit owners; and
  - (3) expenses declared common by Section 70-23-610 and 70-23-612, MCA, or by this Declaration or the Bylaws of The Trailside Condominium Homeowners' Association, Inc.

(e) General Common Elements means:

- (1) the land specifically described in paragraph 2 herein, except that which is described as being part of a unit in paragraph 3 herein;
- (2) installations of central services including, but not limited to, gas, power, light, hot and cold water, and waste disposal; and
- (3) in general apparatus and installations existing for common use and all other elements of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.

(f) Limited Common Elements means those common elements reserved for the use of a certain unit or number of units to the exclusion of the other units, including private sidewalks and driveways.

(g) Unit means the separate units of The Trailside Condominiums consisting of a part of the property intended for any type of independent use and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

(h) Owner means the person, partnership or corporation, including the Grantors, owning a unit in fee simple absolute or in any real estate tenancy recognized under the law of Montana.

(i) Ownership of Common Elements means that, excepting Unit Number 1, each unit owner shall be the owner of an undivided interest in the general and limited common elements.

2. The property herein is the following real property situated in Yellowstone County, Montana:

Lot 12, Block 3, of Sky View Subdivision, 3rd Filing, in the City of Billings, County of Yellowstone, State of Montana, as recorded and maintained in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document #938562.

3. The Trailside Condominiums consist of no more than eight (8) phases.

(a) Phase 1 consists of Unit Number One (1). Unit Number One (1) consists of an area of real property and the related fixtures located thereon as is shown in Exhibit 1, which is attached hereto, and by this reference incorporated herein and made a part of this Declaration. Exhibit 1 is a site

map, certified by a professional engineer, which establishes and depicts the area of real property and the location of the fixtures which comprise Unit Number One (1). Unit Number One (1) shall have no interest in the common elements of the other phases and units of The Trailside Condominiums.

Unit Number One (1) shall be used for residential purposes only.

The unit owner of Unit Number One (1) shall not further divide Unit Number One into any additional units.

- (b) Phase 2 shall consist of a building containing one (1) unit. Each unit in Phase 2 shall consist of an area of real property plus an individual living unit built in accordance with one of two (2) basic floor plans. Phase 2 shall be located on the real property indicated on Exhibit 1, attached hereto, and by this reference incorporated herein.
- (c) Phase 3 shall consist of a building containing one (1) unit. Each unit in Phase 3 shall consist of an area of real property plus an individual living unit built in accordance with one (1) of two (2) basic floor plans. Phase 3 shall be located on the real property indicated on Exhibit 1, attached hereto, and by this reference incorporated herein.
- (d) Phase 4 shall consist of a building containing one (1) unit. Each unit in Phase 4 shall consist of an area of real property plus an individual living unit built in accordance with one (1) of two (2) basic floor plans. Phase 4 shall be located on the real property indicated on Exhibit 1, attached hereto and by this reference incorporated herein.
- (e) Phase 5 shall consist of a building containing one (1) unit. Each unit in Phase 5 shall consist of an area of real property plus an individual living unit built in accordance with one (1) of two (2) basic floor plans. Phase 5 shall be located on the real property indicated on Exhibit 1, attached hereto and by this reference incorporated herein.
- (f) Phase 6 shall consist of a building containing one (1) unit. Each unit in Phase 6 shall consist of an area of real property plus an individual living unit built in accordance with one (1) of two (2) basic floor plans. Phase 6 shall be located on the real property indicated on Exhibit 1, attached hereto and by this reference incorporated herein.
- (g) Phase 7 shall consist of a building containing one (1) unit. Each unit in Phase 7 shall consist of an area of real property plus an individual living unit built in

accordance with one (1) of two (2) basic floor plans. Phase 7 shall be located on the real property indicated on Exhibit 1, attached hereto and by this reference incorporated herein.

- (h) Phase 8 shall consist of a building containing one (1) unit. Each unit in Phase 8 shall consist of an area of real property plus an individual living unit built in accordance with one (1) of two (2) basic floor plans. Phase 8 shall be located on the real property indicated on Exhibit 1, attached hereto and by this reference incorporated herein.

The principal construction materials are concrete for the footings, subsurface support and foundation, (masonry and steel structural support, one-(1)-hour wood frame construction, with wood for the framing, structural and finish work, sheetrock for the interior walls, cedar siding, including cedar trim for the individual units, and a cedar shake roof.) Each phase shall be bounded as shown on the attached site map, which has been marked as Exhibit 1, is attached hereto, and by this reference incorporated herein. For identification and descriptive purposes, the following exhibits are attached and by this reference incorporated herein and made a part of this Declaration:

EXHIBIT 1:

A site map of the real property showing the Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, Phase 7, and Phase 8 buildings which will include the individual units, and indicating other improvements which are, or are to be situated thereon.

EXHIBIT 2:

Bylaws of The Trailside Condominium Homeowners' Association.

Each unit shall also include each of the following as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered:

- (a) An undivided share of the Common Elements as set forth in paragraph 5 of this Declaration;
- (b) Membership in The Trailside Condominium Homeowners' Association and an undivided interest in the funds and assets held by said Association for the benefit of the unit owners. Each owner of a unit shall automatically become a member of The Trailside Condominium Homeowners' Association, hereinafter referred to as "Association", and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership shall automatically cease.

(c) The following easements:

- (1) An easement for the benefit of each unit through the general common elements for ingress and egress for all persons making use of such general common elements in accordance with the terms of this Declaration and for encroachments (and maintenance thereof) of any portion of a unit upon the general common elements, limited common elements, or upon an adjoining unit or units, so long as they stand.
- (2) An easement for the benefit of the common elements through the units and the common elements for every portion of a unit which is for the benefit of the common elements and for encroachments (and maintenance thereof) of any portion of the general common elements or limited common elements upon a unit or units so long as they exist.

Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements, or on the units for purposes of marketability of title.

4. No owner shall bring any action for partition of the common elements, it being agreed that this restriction is necessary to preserve the rights of the owners with respect to the management of The Trailside Condominiums.

5. (a) With the exception of Unit Number One (1), each unit owner of an individual unit shall have an undivided interest in the common elements. The percentage of interest of each unit owner in the common elements, with the exception of the unit owner of Unit Number One (1), shall change as the Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, Phase 7 and Phase 8 buildings are completed.

At such time as Grantors determine to initiate construction of the Phase 2 building, Grantors shall cause to be recorded in the office of the Clerk and Recorder of Yellowstone County, Montana, a statement of intention to construct such a designated building. Upon the completion of the Phase 2 building, Grantors shall cause to be recorded a statement of completion in the office of the Clerk and Recorder of Yellowstone County, Montana, with such statement of completion to include a copy of the architect's plans reflecting the finished construction of the Phase 2 building, the architect's certificate and a statement of the percentage of interest of each unit owner in the common elements that results from such additional construction. The statement of intention to construct such a designated Phase 2 building and the statement of completion of such a Phase 2 building shall include a description of the real property that is made subject to the Declaration of Unit Ownership For The Trailside Condominiums, as set forth in paragraph 2 herein and any and all additional real property that is made subject to said Declaration Of Unit Ownership For The Trailside Condominiums. The

recording of the described statement of completion and the documents to be recorded therewith shall be sufficient to modify each unit owner's respective percentage of interest in the common elements and to amend paragraph 2 of this Declaration Of Unit Ownership For The Trailside Condominiums to include any and all additional real property upon which the Phase 2 building may be situated within the operation and effect of this Declaration. Such percentages shall represent the respective ownership interest of the unit owners in the common elements, the respective proportionate liability for common expenses, and the respective proportion of voting interests in all matters within the province of interest of the respective owners.

At such times as Grantors determine to initiate construction of the Phase 3, Phase 4, Phase 5, Phase 6, Phase 7 and the Phase 8 buildings, Grantors shall initiate, implement and follow the same procedures as are described relative to the Phase 2 building immediately above.

(b) To facilitate the construction of the Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, Phase 7 and Phase 8 buildings, Grantors hereby:

- (1) reserve an easement over and upon the common elements and land appurtenant to completed condominium buildings for the purpose of constructing the Phase 2, 3, 4, 5, 6, 7 and 8 buildings if access thereto is not otherwise reasonably available.
- (2) reserve solely to Grantors the right to grant utility easements reasonable necessary to the ongoing development of the Phase 2, 3, 4, 5, 6, 7 and 8 buildings without approval of any unit owner.
- (3) reserve the right to amend this Declaration, without approval of any unit owner, to create additional limited common elements in the Phase 1 building, to add additional land to any condominium phase building, to provide that the Phase 2, 3, 4, 5, 6, 7 and 8 buildings have been terminated and will not be constructed, to change the location on the real property of the buildings in Phase 2, 3, 4, 5, 6, 7 and 8 buildings, and to record additional plats and plans to supplement those recorded herewith.
- (4) reserve the sole and exclusive right, upon making a decision to terminate the Phase 2, 3, 4, 5, 6, 7 or 8 buildings, to subdivide the previously described real property so that the existing phase conforms to local zoning requirements and restrictions. Unit owners, their successors and assigns, or anyone claiming by or through them, by accepting and recording a deed, or notice of purchaser's interest in the event of a contract sale, to any unit included herein are hereby

deemed to consent to the subdivision of the real property and to give Grantors the right to execute any and all documents required to subdivide the property in conformance with this Declaration. Any land subdivided from the previously described property shall be free and clear of this Declaration.

(c) Grantors hereby agree and covenant that until any remaining phase of the condominium development is completed, Grantors shall be solely responsible for the payment of taxes, assessments and other expenses relative to the common elements of each respective phase. However, any and all rights of the unit owners of the Phase 2 building in the common elements of the Phase 3, 4, 5, 6, 7 and 8 buildings shall vest immediately upon the recording of Grantors' intent to construct such a subsequent phase or phases. No construction shall be commenced on the Phase 2, 3, 4, 5, 6, 7 or 8 buildings until Grantors' statement of intention to construct such a designated building or buildings has been recorded. Any liens arising as a result of Grantors' ownership of and construction of the Phase 2, 3, 4, 5, 6, 7 or 8 buildings shall not attach to the interests of existing unit owners or those of first mortgagors or beneficiaries of trust indentures of existing units.

(d) Any modifications or amendments to this Declaration of Unit Ownership For The Trailside Condominiums and the Bylaws of Trailside Condominium Homeowners' Association and the Rules and Regulations that would conceivably inhibit the marketing and sale of condominium units by Grantors shall not be permitted without the prior written consent of Grantors.

6. The person designated to receive service of process in cases described in Section 70-23-901, MCA, is HENRY GLASSER, of 404 North 31st Street, Suite 100, Billings, MT 59101. Notwithstanding the provisions in paragraph 8 of this Declaration, this paragraph may be amended by a resolution approved by a majority of the owners and filed with the Office of the Clerk and Recorder of Yellowstone County, Montana, in the manner provided by Section 70-23-902, MCA.

7. The administration of The Trailside Condominiums shall be in accordance with the provisions of this Declaration and the provisions of the Association Bylaws which are marked Exhibit 2, are attached hereto, and by this reference made a part hereof. Each owner, tenant or occupant of a unit shall comply with the provisions of this Declaration, Association Bylaws, and the decisions and resolutions of the Association, or its representatives, as lawfully promulgated from time to time. Failure to comply with any provision, decision or resolution of the Association shall constitute a basis for an action to recover sums due, for damages, or for injunctive relief.

8. This Declaration shall not be revoked nor any of the provisions contained herein amended, except as provided in paragraph 6 of this Declaration, unless ONE HUNDRED PERCENT (100%) of the unit

owners entitled to vote agree to such a revocation or amendment by instruments duly executed and recorded.

9. (a) The Association of unit owners provided by the bylaws shall levy assessments upon unit owners for the purposes and in the manner provided in the bylaws of the Association. No owner of a condominium unit may exempt himself from liability for such assessments for payment of common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit. All sums assessed by the Association but unpaid upon the share of common expenses chargeable to any unit shall constitute a lien on such unit prior to all other liens except only (1) tax liens on the condominium unit in favor of any assessing governmental unit or special improvement district and (2) all sums unpaid on the first mortgage or trust indenture of record. Such lien may be foreclosed by suit by the manager or Board of Directors of the Association, acting on behalf of the owners of the units, in like manner as a mortgage of real property. The manager or Board of Directors acting on behalf of the owners of the units shall have the power to bid on the condominium unit at foreclosure sale, and to acquire and hold, lease, rent, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall also be maintainable without foreclosing or waiving the lien securing the same.

(b) Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of the foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association chargeable to such unit which became due prior to the acquisition of title of such condominium unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be a common expense collectible from all of the units including such acquirer, his successors or assigns.

10. (a) Comprehensive general liability and property damage insurance shall be purchased by the Board of Directors as promptly as possible following its election, and shall be maintained in force at all times, in form and amount satisfactory to mortgagees holding first mortgages, the premiums thereon to be paid out of a separate escrow account of the Association for the payment of insurance premiums as such premiums become due. Prior to the organizational meeting, such insurance shall be procured by Grantors. The insurance shall be carried with reputable companies authorized to do business in the State in such amounts as the Board may determine. The policy or policies shall name as insured all the owners and the Association. The policy or policies shall insure against loss arising from perils in liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association, and the Board.

(b) Hazard insurance shall be purchased by the Board of Directors as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon



to be paid as common expenses. Prior to the organizational meeting such insurance shall be procured by the Grantors. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgagees. The policy or policies shall insure against loss from perils thereon covered to all of the improvements in the project. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to replacement value. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value. The policy or policies shall name as insured all of the owners and the Association. The policy or policies shall contain waiver of subrogation rights by the carrier as to negligent owners. Any casualty insurance policy obtained by the Association shall contain a provision prohibiting a reduction in the amount payable under such policy as a result of any casualty insurance proceeds payable to an owner under a separate policy procured by the owner.

(c) An owner may carry such personal insurance, in addition to that herein covered, as he may desire. All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent owners.

(d) The Board may purchase and maintain in force, as a common expense, debris removal insurance, director's liability insurance, fidelity bonds, and other insurance and bonds that it deems necessary. The Board shall purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law respecting employees of the corporation.

(e) The Board is hereby appointed the attorney in fact for all owners to negotiate loss adjustment on the policy or policies carried under subparagraphs (a), (b) and (d) above.

(f) In the event of damage or destruction by fire or other casualty affecting all or any portion of the common elements, all insurance proceeds paid in satisfaction of claims for said loss or losses shall be segregated according to losses suffered by each unit or units and the common elements and shall be paid to the Association, as trustee for the owner or owners and for the encumbrancer or encumbrancers, as their interest may appear. Said insurance proceeds, whether or not subject to liens of mortgages or deeds of trust, and the proceeds of any special assessments as hereinafter provided, shall be collected and disbursed by said trust through a separate trust account on the following terms and conditions:

- (1) Except in the case of substantial damage to or destruction of the common elements subject to this Declaration, all damaged or destroyed common elements and units shall be repaired or rebuilt, and the Board shall immediately contract to repair or rebuild the

damaged portions of the common elements substantially in accordance with the original plans and specifications thereof.

- (2) In the event of substantial damage to, or destruction of the common elements subject to this Declaration, if the cost of repair or rebuilding the damaged or destroyed portion of the common elements exceeds the amount of available insurance proceeds for said loss by more than \$100,000.00, the owners of the individual units, by vote of not less than 80% of those entitled to vote, in person or by proxy, and 75% of the eligible holders of first mortgages to the units which are mortgaged at a duly constituted owners' meeting held within sixty (60) days from the date of such damage or destruction, shall determine whether the Board shall be authorized to proceed with the repair or reconstruction, or whether The Trailside Condominiums shall be sold.

In the event of a determination to rebuild or repair, the Board shall have prepared the necessary plans, specifications, and maps, and shall execute the necessary documents to effect such reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner.

In the event of a determination not to rebuild, the project shall be considered removed from the Unit Ownership Act as provided in Section 70-23-803, MCA, and the Board shall offer the property for sale forthwith at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, and by the owners as a whole on the project, including coverage on the units and the common elements, shall be distributed to the owners in the proportions set out in this Declaration, as established pursuant to paragraph 5 herein. The balance then due on any individual encumbrance executed in good faith and for value shall be first paid before the distribution of any proceeds to the owner whose unit is so encumbered.

- (3) In the event that common elements or unit or units are repaired or reconstructed pursuant to the provisions of subparagraph (1) or (2) of this subparagraph (f) and there is a deficiency between the insurance proceeds paid for the damage to the common elements or unit and units and the contract price for repairing or rebuilding the general common elements, limited common elements, unit or units, the Board shall levy a special

assessment to make up such deficiency. All such assessments shall be in proportion to the owner's percentage of ownership of general common elements or limited common elements as set forth in paragraph 5. If any owner shall fail to pay said special assessments within thirty (30) days after the levy thereof, the Board shall make up the deficiency by paying from the fund for common expenses and the remaining owners shall be entitled to the same remedies as those provided in paragraph 12 of this Declaration, covering a default of any owner in the payment of assessments for common expenses.

- (4) In the event the estimated cost of repair or reconstruction exceeds the total of the annual assessments for common expenses made during the year in which the casualty occurred, whether or not all or any part of said cost is covered by the insurance proceeds, or upon request of a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, the monies deposited in the special trust account hereinabove referred to shall be disbursed for the purpose of said repair or reconstruction. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund was established, such balance shall be distributed jointly to the unit owners and their mortgagees who are the beneficial owners of the fund.
- (5) In the event of a dispute among the owners and mortgagees respecting the provisions of this paragraph, any such party may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association.

In the event of arbitration, the party requesting the arbitration will give immediate notice thereof to the Board, which shall notify all other owners and mortgagees as promptly as possible after the reference to arbitration is made, giving all such parties an opportunity to appear at such arbitration proceedings. The decision of the arbitrator in this matter shall be final and conclusive upon all of the parties. The arbitrator may include in his determination an award for costs and/or attorneys' fees against any one or more parties to the arbitration.

(g) The Board is authorized to provide coverage for payment of maintenance charges which are abated hereunder in behalf of an

owner whose unit is rendered uninhabitable by a peril insured against. Maximum period of abatement may not exceed four (4) months.

(h) Insurance coverage will be analyzed by the Board, or its representative, at least every year from the date hereof and the insurance program revised accordingly.

11. Each owner, his successors and assigns, shall be governed by and shall comply with the terms of this Declaration, as adopted under Chapter 23 of Title 70 of the Montana Code Annotated and bylaws and regulations adopted pursuant thereto, and such bylaws and regulations as they may be amended from time to time. A default shall entitle the Association or other owners to the following relief:

(a) Failure to comply with any of the terms of the Declaration, bylaws or regulations adopted pursuant thereto, shall be ground for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved unit owner.

(b) All owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association; provided that nothing herein contained shall be construed to modify any waiver by insurance companies of right of subrogation.

(c) In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

(d) The failure of the Association or of an owner to enforce any right, provision, covenant or condition which may be granted by the declaration or bylaws shall not constitute a waiver of the right of the Association or owner to enforce such right, provisions, covenant or condition in the future.

(e) All rights, remedies and privileges granted to the Association or a unit owner pursuant to any terms, provisions, covenants or conditions of the Declaration or bylaws shall be deemed to be 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 party by the Declaration, bylaws or law or in equity.

(f) The Grantor covenants that each unit sold shall be free and clear of all liens.

12. All provisions of this Declaration and of the bylaws validly adopted pursuant hereto, shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every unit and every unit owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all of the provisions of this Declaration and bylaws.

13. This Declaration of Unit Ownership shall be terminated, if at all, in the manner provided in Sections 70-23-801 through 70-23-804, inclusive, Montana Code Annotated.

14. If any term, covenant, provision, phrase or other element of this Declaration is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element in this Declaration.

1<sup>st</sup> WITNESS WHEREOF, the Grantor has executed this Declaration the 1<sup>st</sup> day of November, 1984.

Henry Glasser  
HENRY GLASSER,  
Grantor

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

On this 1<sup>st</sup> day of November, 1984, before me, the undersigned, a Notary Public for the State of Montana, personally appeared HENRY GLASSER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

Cynthia Yager  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission expires 2/4/86

