



Gallatin River Preserve

BOZEMAN, MONTANA



CHRISTIE'S
INTERNATIONAL REAL ESTATE



MIKE SCHLAUCH

Agent | Owner

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SALLY UHLMANN

Agent | Owner

406.223.5964

sally@suplatinum.com

SCHLAUCH UHLMANN PLATINUM PROPERTIES

1612 West Main Street Bozeman, Montana | SUPlatinum.com | BozemanLuxuryRealEstate.com

QUICK FACT SHEET



BOZEMAN, MONTANA

TYPE	ADDRESS	ACRES	PRICE	MLS#
Condo	Lot 4 River Woods Road	2.604	\$185,000	206684
Condo	Lot 1 Riverway Road	2.791	\$200,000	206680
Condo	Lot 2 River Farm Road	3.429	\$225,000	206681
Condo	Lot 3 River Farm Road	3.944	\$225,000	206682
Residential	Lot 4 GRP	3.099	\$179,000	194494
Residential	Lot 5 GRP	3.934	\$250,000	194495
Residential	Lot 6 GRP	4.839	\$325,000	194497
Residential	Lot 12 GRP	5.102	\$385,000	194504
Residential	Lot 10 GRP	4.591	\$385,000	194502
Commercial	Lot C-1 GRP	1.277	\$125,000	
Commercial	Lot C-2 GRP	1.261	\$130,000	
Commercial	Lot C-3 GRP	1.369	\$130,000	

- ▶ Pre-defined building envelopes are positioned to maximize privacy and to augment open space for all owners
- ▶ As a member of the Owner's Association, property owners will have ownership of the common areas, open spaces and enjoy access to approximately 1 mile of the Gallatin River that flows through the Preserve
- ▶ Hiking, fly fishing, bird and wildlife watching, archery hunting and other outdoor seasonal events enhance the property for owners and their guests
- ▶ All owners have private fishing on the canal that runs through the Preserve as well as private access to the state land that borders the Preserve

*Lots 3, 4 & 5 will be responsible for their individual septic systems while lots 6 through 12 are on the community septic system. All lots will be responsible for their own individual wells.



The Gallatin River Preserve is secluded in the heart of the Gallatin Valley in Montana.

This special fly fishing property provides over 1½ miles of walk-out-your-back-door private access to some of Montana's best trout waters. Property owners enjoy private fishing, and hiking trails provide opportunities to observe numerous animals and birds in a secluded and protected environment.



The owners' vision to protect all of this and share an exclusive area of river frontage for a limited number of property owners led to the creation of the Preserve and the hiring of renowned development planner, Jimmy Pepper. Jimmy's credentials and reputation for high standards of stewardship to the land made him the perfect choice to design this truly unique property—a legacy to be enjoyed for generations. Preserving the history, the timeless beauty, the wildlife refuge, and the legendary blue-ribbon trout waters of the Gallatin River was the vision that started it all.



Based on the vision, the plan was developed. A very special place was created to be shared with a few fortunate owners. Pre-defined building envelopes were laid out to maximize low inter-visibility and privacy and to augment open space for all owners.

When you purchase your home site, you take ownership of a whole lot more. As a member of the Owner's Association, property owners will have ownership of the common areas, open spaces and enjoy access to 10 miles of the Gallatin River that flows through the Preserve. Owner's also have private fishing on the canal that runs through the preserve.



Hiking, fly fishing, bird and wildlife watching, archery hunting, and other outdoor seasonal events enhance the property for owners and their guests. A bonus feature of the property is private access to the state land that borders the Preserve.

Thoughtful design and exceptional detail will allow owners to live responsibly within this unspoiled natural preserve of awe-inspiring 360 degree mountain views, large areas of grasslands, tall stands of Cottonwoods and Aspen trees, river tributaries and abundant wildlife.



Pre-defined building sites will enhance the open space and privacy for each owner.

Architectural guidelines will require that all of the homes and other buildings will sufficiently ensure that your investment will be enhanced as the development builds out. All owners will be mandatory members of the Owner's Association, giving them an undivided interest ownership in the deed restricted open space and common areas of the Preserve which cannot be developed. The shared private ownership model has been proven to be the most ideal for optimal stewardship of the River Corridor.

The GRP Owner's Association will manage road and utility access, road maintenance, snow removal, and dead fall burning or removal from the common areas.



Situated in the heart of the Gallatin Valley of Montana, this secluded outdoor utopia is less than 10 minutes from Gallatin Field Airport, which offers direct commercial flights on most of the major airlines to Salt Lake City, Denver, Seattle, and seasonal direct flights to Chicago, Los Angeles, Atlanta, and Las Vegas. Easy access and daily flights means you can get here, get back to nature and live your dream now.

While private access and fishing on the blue ribbon free-running waters of the Gallatin River are out-your-back-door, this mecca of fly-fishing offers other great opportunities to wet your fly with the Yellowstone and Madison rivers just minutes away.



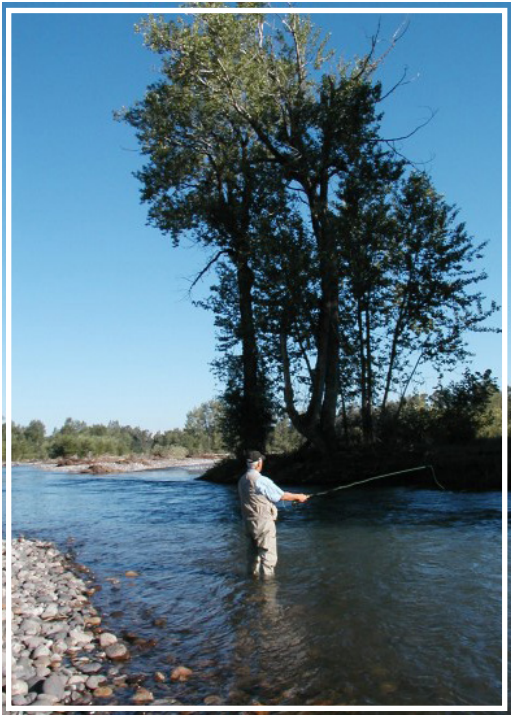
This recreational wonderland is also home to other unparalleled outdoor activities.

Nearby are Bridger Bowl, Big Sky and Moonlight Basin ski areas.

Three private and two public golf courses are just minutes away.

Spectacular hiking, mountain biking, horseback riding and camping opportunities abound in the nearby mountain ranges.

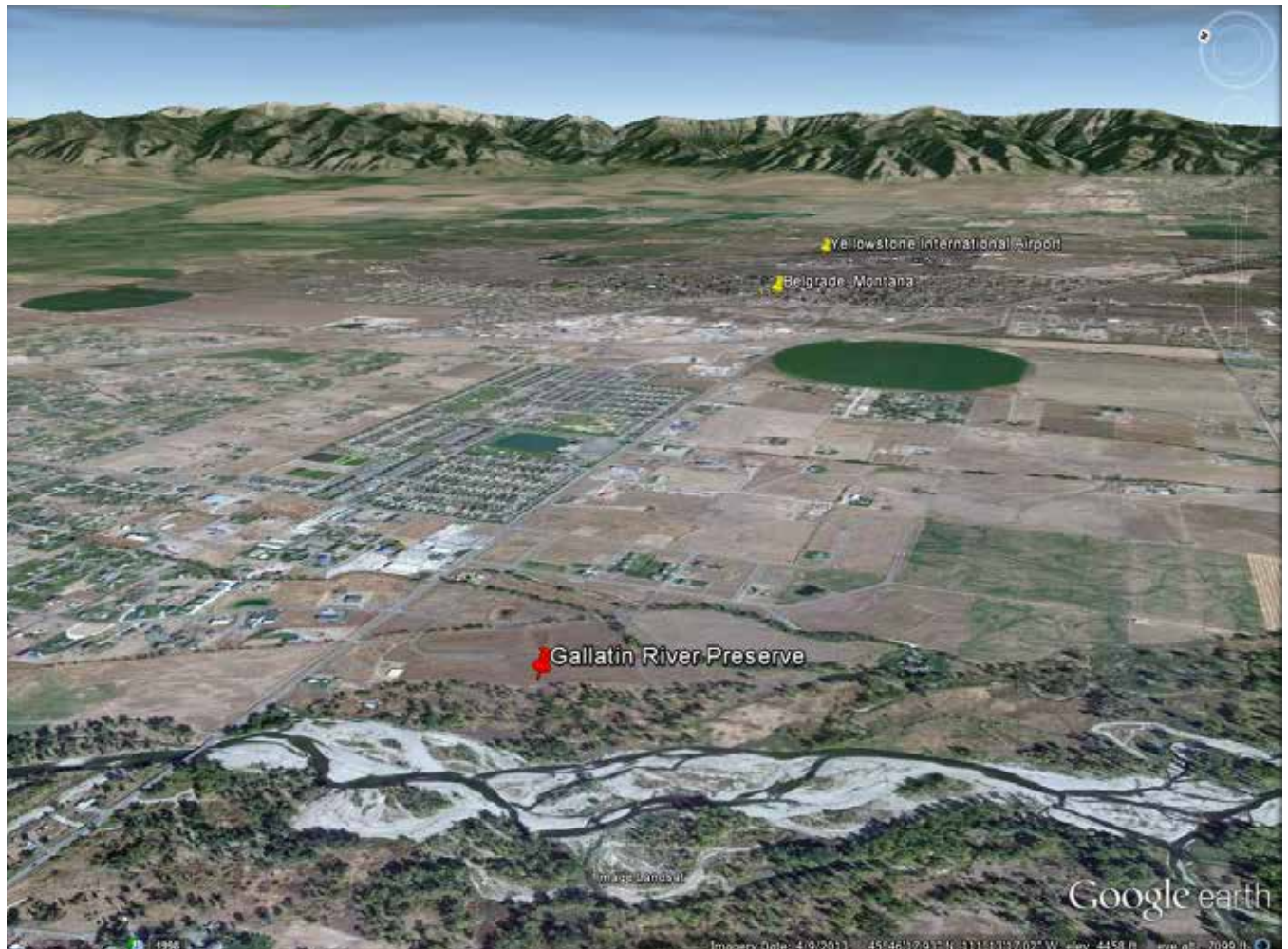
And the incredible Yellowstone Park, is just an hour south for an easy day trip any time of year.



Surrounded by thick stands of tall trees, the isolation, and seclusion of this wild west private outdoor paradise belies its unbelievable convenient access!

Less than 5 minutes to Belgrade, its a quick trip to the grocery store from the Gallatin River Preserve. But even closer is the I-90 Interstate that provides an easy 15-minute trip to Costco and the idyllic community of Bozeman.

Bozeman has a quaint historic downtown, is home to Montana State University, and the world-renowned Museum of the Rockies. Superb restaurants, upper-end shops, fine art galleries, and cultural offerings like the Bozeman Symphony, and annual Ballet and Opera productions with celebrities who've performed at the Met and other world-class venues are delightful surprise offerings in Bozeman.





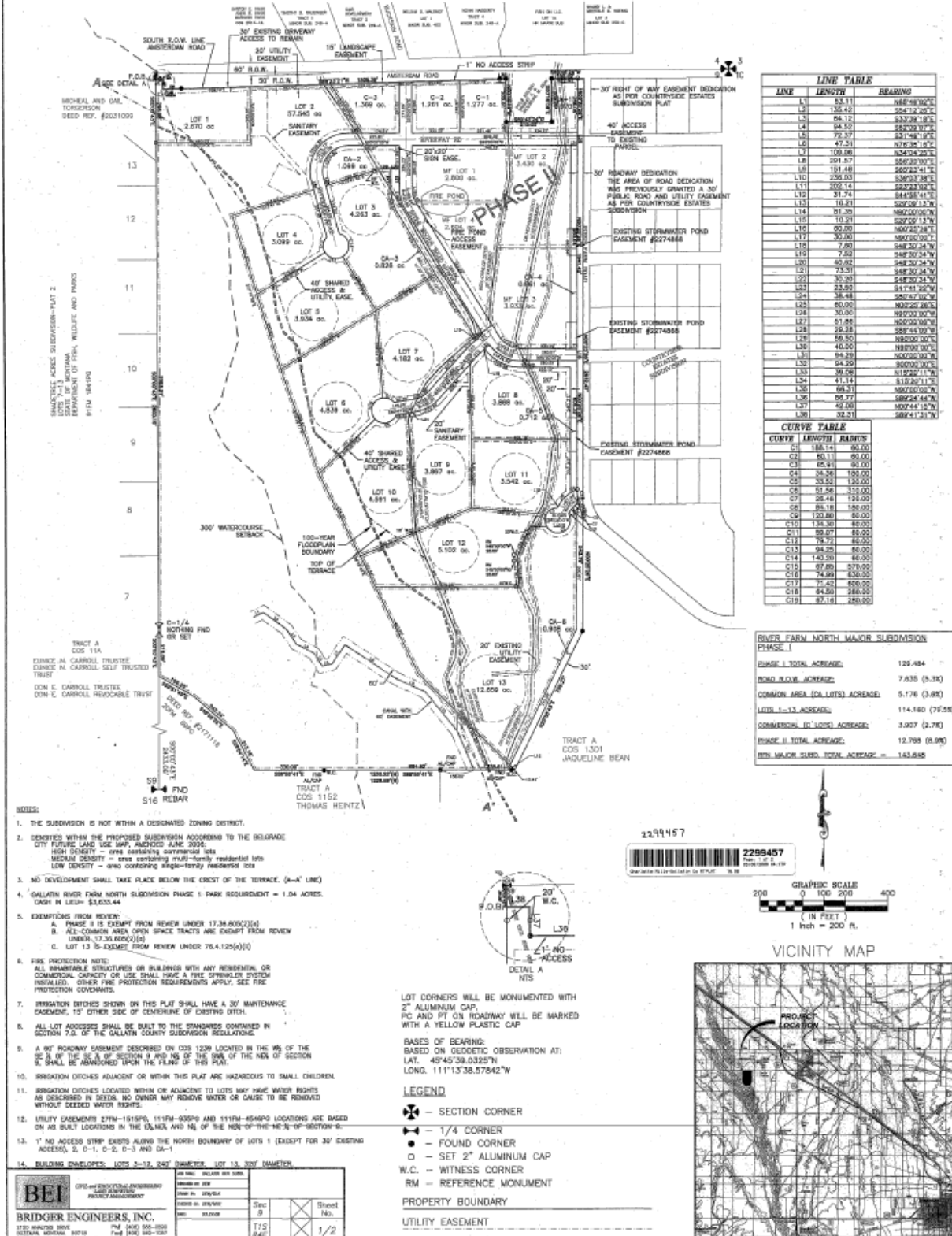
GALLATIN RIVER FARM NORTH MAJOR SUBDIVISION PHASE 1 - FINAL PLAT

J-491

A TRACT OF LAND BEING TRACT A OF COS 2648 LOCATED IN THE NE1/4, AND SE1/4
OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 4 EAST, P.M.M., GALLATIN COUNTY, MT

PURPOSE OF SURVEY: TO CREATE A 22 LOT SUBDIVISION

PREPARED FOR: RIVER FARM ESTATES, INC.



GALLATIN RIVER FARM NORTH MAJOR SUBDIVISION

PHASE 1 - FINAL PLAT

J-491

A TRACT OF LAND BEING TRACT A OF COS 2648, LOCATED IN THE NE $\frac{1}{4}$ AND SE $\frac{1}{4}$
OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 4 EAST, P.M.M., GALLATIN COUNTY, MT

PURPOSE OF SURVEY: TO CREATE A 22 LOT SUBDIVISION

PREPARED FOR: RIVER FARM ESTATES, INC.

CERTIFICATE OF DEDICATION

We, the undersigned property owner(s), do hereby certify that (We), have caused to be surveyed, subdivided and platified into lots, parcels, blocks, roads and ways, and other divisions and dedications, as shown by this plat hereunto attached, the following described tract of land, to wit:

LEGAL DESCRIPTION

Tract of land located in the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 9, Township 1 South, Range 4 East, P.M.M., Gallatin County, Montana.

From the North $\frac{1}{4}$ corner of Section 9, T1S, R4E, P4M, Thence S07°02'43"E at a distance of 30.00' to the Point of Beginning.

Thence S07°02'43"E at a distance of 280.11' along the east section line of Section 9, Thence S07°02'43"E at a distance of 218.88' along said section line, Thence S29°51'40"E at a distance of 158.50', Thence S48°53'25"E at a distance of 242.24', Thence S29°04'14"E at a distance of 213.18', Thence S89°59'41"E at a distance of 1230.22', Thence N02°50'43"E at a distance of 720.37', Thence N02°50'43"E at a distance of 2012.47' to a point of the south R.O.W. Line of Anteville Road, Thence S89°45'25"W at a distance of 193.60' along said R.O.W. Thence leaving said R.O.W. S07°18'30"E at a distance of 202.07', Thence S89°43'24"W at a distance of 215.00', Thence N07°18'18"W at a distance of 202.67' to a point of the South R.O.W. line of Anteville Road, Thence along said R.O.W. S89°44'08"W at a distance of 29.28', Thence along said R.O.W. S89°23'21"W at a distance of 1506.36', Thence along said R.O.W. S89°20'47"W at a distance of 186.77', Thence along said R.O.W. N02°44'15"W at a distance of 45.08', Thence along said R.O.W. S89°41'31"W at a distance of 32.21' to the Point of Beginning.

Said tract contains 142.648 Acres and is subject to all existing encumbrances.

We, the undersigned property owner(s) of this subdivision do hereby waive the right to protest creation of Rural Improvement Districts, the creation of Sewer and/or Water Districts and annexation into the City of Bozeman, in doing so, We do not waive any right to connect and or amend any assessment territory which may be proposed if, We believe it to be inequitable. The waiver shall be binding upon the heirs, assigns, and purchasers of all lots within this subdivision.

The undersigned hereby grants unto each and every person or firm, whether public or private, providing or offering to provide telephone, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of or easement for the construction, maintenance, repair and removal of their lines and other facilities, its, over, under and across such area designated on this plat as "Utility Easement" to have and to hold forever.

The above described tract of land is to be known as and designated as Gallatin River Farm North Major Subdivision, Gallatin County, Montana, and the lands included in it, roads, easements, ways, and other or public spaces shown on said plat are hereby granted and dedicated to the use of the public forever. The roadways dedicated to the public are accepted for public use, but the County accepts no responsibility for maintaining the same. The owner(s) agree that the County has no obligation to maintain the roads hereby dedicated to public use.

DATED this 29th day of March, A.D., 2008

(Signature) Bradley J. Boer
Bradley J. Boer, President
River Farm Estates, Inc.

State of Montana

County of Gallatin

On this day 29th day of March, in the year of 2008

before me, the undersigned, a Notary Public in and for the said state, personally appeared

Bradley J. Boer, known to be the person whose name is subscribed to the

foregoing and acknowledged to me that they executed the same.

Jennifer Baker

NOTARY PUBLIC FOR THE STATE OF MONTANA

RESIDING AT Bozeman

MY COMMISSION EXPIRES October 16, 2009



CERTIFICATE OF COMPLETION

(I), Bradley J. Boer, and I, Edward Matos, a Registered Professional Engineer licensed to practice in the State of Montana, hereby certify that the public improvements, shown on the plat of approval of GP 2648, have been installed in accordance with the approved engineering specifications and plans, or bonded improvement agreement.

Bradley J. Boer

Bradley J. Boer, President

River Farm Estates, Inc.

3/27/08

(DATE)

E. Matos

Edward Matos, BE125, State of Montana

3/27/2008

(DATE)

CERTIFICATE OF COUNTY COMMISSIONERS

William A. Munk, Chairman of the Board of County Commissioners, do hereby certify that the accompanying plat has been duly examined and have found the same to conform to the law, sections 5, and hereby accept the dedication to public use of any and all lands shown on the plat to be dedicated to such use.

DATED this 30th day of April, A.D., 2008

William A. Munk

Chairman, Board of County Commissioners, Gallatin County, Montana

CERTIFICATE OF COUNTY TREASURER

I, Kimberly Buchanan hereby certify that pursuant to Section 70-3-307(2)(A), that all real property taxes assessed and levied on the land to be divided have been paid.

Dated this 6th day of May, 2008

Deanne Stahl, Deputy

Treasurer, Gallatin County, Montana

CERTIFICATE OF SURVEYOR

I, the undersigned, David E. Wilson (for Bridger Engineers, Inc.), do hereby certify that between June 1, 2008, and June 1, 2008, I surveyed Subdivision, and described the same shown on the accompanying plat and platified in accordance with the provisions of the Montana Subdivision and Platting Act, 78-3-101 through 78-3-625 MCA, and the Gallatin County Subdivision Regulations.

Dated on this day of April, A.D., 2008

David E. Wilson

Montana Registration No. 122125

CERTIFICATE OF CLERK AND RECORDER

I, Carrie Jones, Clerk, Clerk and Recorder of Gallatin County, Montana, do hereby certify that the foregoing instrument was filed in my office at Bozeman, Montana, on this day of May, A.D., 2008, and recorded in Book 229 of Page 456 Records of the Clerk and Recorder, Gallatin County, Montana.

Carrie Jones, Clerk

Clerk and Recorder, Gallatin County, Montana

2299459 ASA County

2299460 ASA State

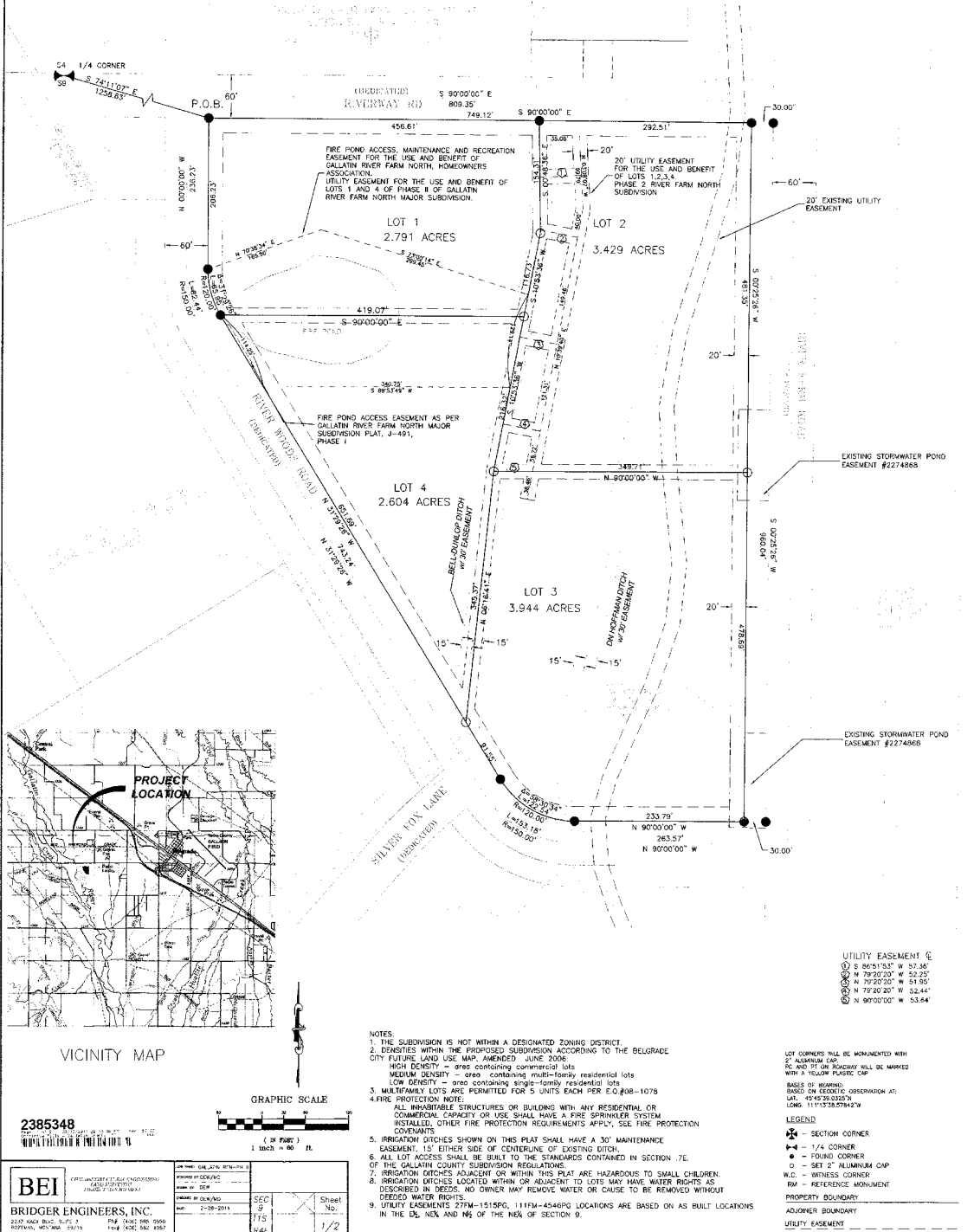


GALLATIN RIVER FARM NORTH MAJOR SUBDIVISION J-504 PHASE 2 - FINAL PLAT

A TRACT OF LAND BEING PHASE II OF GALLATIN RIVER FARM NORTH MAJOR SUBDIVISION, PLAT J-491, LOCATED IN THE NE 1/4 OF SECTION 9, TOWNSHIP 1, SOUTH, RANGE 4 EAST, P.M.M., GALLATIN COUNTY, MONTANA

PURPOSE OF SURVEY: TO CREATE A 4 MULTIFAMILY LOT SUBDIVISION

PREPARED FOR: RIVER FARM ESTATES, INC.



J-504

GALLATIN RIVER FARM NORTH MAJOR SUBDIVISION PHASE 2 - FINAL PLAT

A TRACT OF LAND BEING PHASE II OF GALLATIN RIVER FARM NORTH MAJOR SUBDIVISION, PLAT J-491, LOCATED IN THE NE ¼ OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 4 EAST, P.M.M., GALLATIN COUNTY, MONTANA

PURPOSE OF SURVEY: TO CREATE A 4 MULTIFAMILY LOT SUBDIVISION

PREPARED FOR: RIVER FARM ESTATES, INC.

CERTIFICATE OF DEDICATION

(We, the undersigned property owner(s), do hereby certify that (We), have caused to be surveyed, subdivided and platted into lots, parcels, blocks, roads and alleys, and other divisions and dedications, as shown by this plat hereunto attached, the following described tract of land, to wit:

LEGAL DESCRIPTION

Tract of land located in the NE ¼ of Section 9, Township 1 South, Range 4 East, P.M.M., Gallatin County, Montana.

From the North 1/4 corner of Section 9, T1S, R4E, P.M.M., Thence S74°11'07"E at a distance of 1258.63' to the Point of Beginning.

Thence S80°00'00"E at a distance of 749.12'; Thence S02°25'25"W at a distance of 960.04'; Thence N90°00'00"W at a distance of 233.22'; Thence on a curve to the right with a radius of 120.00', length of 122.54' and a delta of 50.30°34"; Thence N31°28'26"W at a distance of 743.24'; Thence on a curve to the right with a radius of 120.00', length of 65.85' and delta of 31°52'26"; Thence N02°00'00"W at a distance of 208.23' to the Point of Beginning. Said tract contains 12.768 Acres and is subject to all existing easements.

We, the undersigned property owner(s) of this subdivision do hereby waive the right to protest creation of Rural Improvement Districts, the creation of Sewer and/or Water Districts and annexation into the City of Bozeman. In doing so, We do not waive any right to comment and/or oppose any assessment formula which may be proposed if We believe it to be inequitable. The waiver shall be binding upon the heirs, assigns, and purchasers of all lots within the subdivision.

The undersigned hereby grants unto each and every person or firm, whether public or private, providing or offering to provide telephone, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each one designated on this plat as "Utility Easement" to have and to hold forever.

The above described tract of land is to be known as and designated as Gallatin River Farm North Major Subdivision Phase II, Gallatin County, Montana and the lands included in all roads, parking, alleys, and parks or public squares shown on said plat are hereby granted and donated to the use of the public forever. The roadways dedicated to the public are accepted for public use, but the County accepts no responsibility for maintaining the same. The owner(s) agree that the County has no obligation to maintain the roads hereby dedicated to public use.

DATED this 22nd day of March, A.D., 2011.

(Signature) Bradley J. Bach, President
River Farm Estates, Inc.

State of Montana

County of Gallatin

On this day 22nd day of March, in the year of 2011, before me the undersigned, a Notary Public in and for the said state, personally appeared Bradley J. Bach, President known to be the persons whose names are subscribed to the within instrument and acknowledged to that they executed the same.

NOTARY PUBLIC FOR THE STATE OF

RECORD AT _____
MY COMMISSION EXPIRES March 1, 2012

CERTIFICATE OF COMPLETION

(I, Edward Matos, and I, Edward Matos, a Registered Professional Engineer licensed to practice in the State of Montana, hereby certify that the public improvements, required as a condition of approval of Phase II have been installed in conformance with the approved engineering specifications and plans, or bonded improvement agreement.

Bradley J. Bach, President
River Farm Estates, Inc.

(DATE) March 22, 2011

Edward Matos, 96126, State of Montana

(DATE) March 22, 2011

CERTIFICATE OF COUNTY COMMISSIONERS

I, William O. Muehlen, Chairman of the Board of County Commissioners, do hereby certify that the accompanying plat has been duly examined and have found the same to conform to the law, approve it, and hereby accept the dedication to public use of any and all lands shown on this plat to be dedicated to such use.

DATED this 22nd day of March, A.D., 2011.

William O. Muehlen
Chairman, Board of County Commissioners, Gallatin County, Montana

CERTIFICATE OF COUNTY TREASURER

I Kimberly Buchanan hereby certify that pursuant to Section 76-3-207(3)(MCA), that all real property taxes assessed and levied on the land to be divided have been paid.

Dated this 22nd day of March, 2011.

Kimberly Buchanan
Treasurer, Gallatin County, Montana

CERTIFICATE OF CLERK AND RECORDER

I, David E. Wilson, Clerk and Recorder of Gallatin County, Montana, do hereby certify that the foregoing instrument was filed in my office of 22nd day of March, A.D., 2011, and recorded in Book 238 of Plats on Page 272 of the Records of the Clerk and Recorder, Gallatin County, Montana.

Clerk and Recorder, Gallatin County, Montana

CERTIFICATE OF SURVEYOR

I, the undersigned, David E. Wilson (for Bridger Engineers, Inc.), do hereby certify that between March 1, 2011 and March 22, 2011, I surveyed Gallatin River Farm North Major Subdivision—Phase II, and described the as shown on the accompanying plat and platted in accordance with the provisions of the Montana Subdivision and Platting Act, 76-3-101 through 76-3-625. Dated on this day of March, A.D., 2011.

DAVID E. WILSON
Montana Registration No. 122125

BEI BRIDGER ENGINEERS, INC. 233 N. East Blvd., Suite 3 Bozeman, Montana 59718 Tel: (406) 582-1557	PROJECT: GALLATIN RIVER FARM NORTH MAJOR SUBDIVISION PHASE II SHEET: 2/2	DATE: 2-28-2011 BY: D.E.W.	SEC: 9 T1S R4E	Sheet No. 2/2
	2385348			
	2385348			
	2385348			



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Page: 1 of 38
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Charlotte Mills-Gallatin Co MTMISC 286.00

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
THE GALLATIN RIVER FARM

This Declaration made this 27th day of March, 2008, by River Farm Estates, Inc., a Montana Corporation, hereinafter referred to as "Declarant."

RECITALS:

1. Declarant is the owner of the following-described property situated in Gallatin County, Montana:

See Exhibit "A" attached hereto and incorporated herein by reference.

2. Declarant intends to sell and convey the real property above described, comprised of Gallatin River Farm North and Gallatin River Farm South subdivisions, and collectively hereinafter to be known as The Gallatin River Farm, and referred to herein as the "Property." The Property shall be comprised solely of the Gallatin River Farm North subdivision, until such time as final plat approval is obtained for Gallatin River Farm South, at which time the Property shall be comprised of both Gallatin River Farm North and Gallatin River Farm South subdivisions.

3. Declarant desires to subject residential lots of said real property thereof to protective and restrictive covenants, conditions, restrictions, and reservations herein set forth and referred to as "Covenants," each and all of which is and are for the benefit of said property, lots, and subdivisions and the owners thereof, and shall run with the land applying to and binding the present owners and all future owners and successors in interest.

4. Development Concept and Architectural Design Philosophy. The Gallatin River Farm design concept is based on a conservation approach to land and landscape planning and design. The improved environment--roads, buildings, human-made landscape--is integrated into the ecological setting of the West Gallatin River system, respecting both the natural qualities of the site as well as preserving a significant portion of the site as open space.

NOW, THEREFORE, Declarant does hereby establish, dedicate, publish, and impose upon the premises, the following protective and restrictive covenants which shall run with the land and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs,



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Charlotte Mills-Gallatin Co MTMISC 285.00

successors, and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the premises, and all improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned, and said covenants shall inure to and pass with each and every parcel, tract, lot, or division. Said covenants are as follows:

ARTICLE I.
DEFINITIONS.

Section 1. "Association" shall mean The Gallatin River Farm Homeowners' Association, Inc., its successors and assigns. The Association may be incorporated as a Montana nonprofit corporation with the lot owners as its members.

Section 2. "Member" shall mean any person or entity owning or purchasing a lot in The Gallatin River Farm. Each lot owner shall be a member of the Association and agrees to abide by and be bound by these Covenants, and the Articles of Incorporation, Bylaws, and Resolutions of the Association, if any.

Section 3. "Owner" and "Lot Owner" shall mean the legal title holders, or contract purchasers, whether one or more persons or entities, owning or purchasing a fee simple title to any lot but excluding those having an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of each portion of the properties for value, owner shall mean Declarant. Prior to such conveyance or contract sale, Declarant shall have the right to retain such rights incidental to ownership hereunder as it may desire in its discretion.

Section 4. "Property" shall mean all of the real property described in Exhibit "A" attached hereto, according to the official plats thereof filed of record in the office of the Clerk and Recorder of Gallatin County, Montana. "Lot" shall mean each individual and separate tract of land contained within the Certificates of Survey described in Exhibit "A."

Section 5. "Common Area" shall refer to those areas set aside for the common use and enjoyment of all the Owners, including common roads, trails, and common easements as designated herein or on the recorded plat.

Section 6. "Common Roads" shall mean the public roadways within the Property which provide access to individual driveways but which do not include driveways. The Common Roads are open for travel by all the Owners and the guests, invitees and tenants of all Owners. All common roads are dedicated to the public as a sixty (60) foot right-of-way.



Section 7. "Building Envelope" shall mean that designated area as shown on Exhibit A for each lot upon which a residence, guest house / caretaker unit, and all other approved structures may be constructed. The Architectural Review Committee shall have the right to adjust the location of the building envelope upon the request of an owner so long as the resulting location is consistent with the provisions of these Covenants and the Design Guidelines.

Section 8. "Principal Residence" shall mean the single family residential structure, constructed within the building envelope on any lot of the Property, which is the principal use of such lot, and to which other authorized structures are accessory.

Section 9. "Riparian Corridor" shall mean those areas surrounding the streams, canals, ditches, ponds and West Gallatin River located on the Property as delineated on Exhibit A. The Riparian Corridors are intended to be used to protect and enhance the fishery and wildlife resources on the Property as well as provide a place for recreation and enjoyment for the Owners.

Section 10. "Directors of Homeowners' Association." Directors of The Gallatin River Farm Homeowners' Association shall not be less than three individuals elected on an annual basis by the Members or appointed by the Declarant as provided in the Bylaws of such Association. The Directors shall act on all matters and shall have such powers as shall be reasonably necessary to carry out the purposes of the Association. The Directors shall act by majority vote.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS.

Each Lot Owner, including contract purchasers, shall automatically be a Member of the Association, and the membership in the Association shall be appurtenant to each Lot. Except as provided otherwise in the Bylaws of the Association, and below, each Lot Owner shall have one vote per Lot, and in the event of ownership by more than one person or entity, the Owners shall designate one person to be the agent for receiving notices hereunder, and for the purpose of voting. Notwithstanding the foregoing, so long as the Declarant owns ten (10) or more lots in Gallatin River Farm, the Declarant shall have three (3) votes for each lot owned. Each Lot Owner shall be responsible for advising the Association in writing of their current address and the person designated to vote. The Association shall be deemed to have complied with notice requirements and these Covenants by mailing notice to the address of the designated Lot Owner which is on file in writing with the Association.



ARTICLE III.
MAINTENANCE, ASSESSMENTS, AND ASSOCIATION RESPONSIBILITY.

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments and Association Responsibility. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents on the properties and common areas within The Gallatin River Farm; and the Association shall bear the responsibility for the improvement, repair, and maintenance of the main subdivision road(s) and any common trail systems, for maintaining any landscaped areas and fencing for which the Association is responsible, for the maintenance and protection of the riparian corridors, for providing for snow removal, for the control and maintenance and protection of wildlife, for the maintenance of common areas, for the control of county declared noxious weeds on common areas, for the maintenance of the fire protection water supply, for the establishment of a reserve fund, and for promoting generally the enjoyment and standard of living of the Members of the Association.

Section 3. Annual Assessments. The Association shall make no annual assessments until after the Board of Directors elects to do so. The maximum assessment per Lot which may be made by the Association in every calendar year shall not substantially exceed the actual and reasonable cost incurred by the Association in carrying out the purposes herein set forth. The amount of the annual assessments shall be fixed by the Board of Directors of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of roads, and other capital improvements on the properties, including fixtures and personal property related



thereto, provided that any such assessment shall have the assent of sixty-six and two thirds percent (66 2/3%) or more of all of the votes of membership who are present in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum of Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under these Covenants shall be sent to all members not less than fifteen days or more than forty days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments for the members must be fixed at the same basis or any other basis as shall be determined by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments--Due Dates. Except as herein provided, the annual and special assessments provided for herein, shall commence as to all lots on the date determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of the due date of each annual assessment and ninety (90) days in advance of a special assessment. Written notice of the annual assessments shall be sent to each Owner or Member subject thereto. The due date of the annual assessments shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the past due date at the rate of twelve percent (12%) per annum. Any past due assessment on any Lot may be recorded at the office of the Clerk and Recorder of Gallatin County, Montana, and from the date of recording shall be notice of the lien of the assessment to all third parties. The Association may bring an action at law against the Owners personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of the Lot.

Section 9. Sale or Transfer of a Lot. Sale or transfer or encumbrance of any Lot shall not affect the assessment lien if recorded in the records of Gallatin County, or the personal



liability of the Owner except to the extent extinguished by Montana law pertaining to liens, mortgages and trust indentures. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such Lot from the liability for any outstanding assessments or from any assessments thereafter becoming due or from the recorded lien thereof.

Section 10. Habitat Management Plan. The Association shall develop, maintain, and enforce a Habitat Management Plan, providing special protection for, and management of, the Riparian Zone.

The Habitat Management Plan will include the following general development guidelines that are applicable to the subject subdivision:

- Protect riparian habitat;
- Prohibit free-ranging domestic animals in the Riparian Zone;
- Leave/maintain some "snags" in residential areas in order to provide habitat for species that require them for habitat;
- Minimize vegetation removal in sensitive habitat areas such as the flood-plain and riparian corridor;
- Maintain selected habitat areas with sufficient forest litter and debris, including stumps and downed timber/logs to provide food and cover for species requiring such habitat; and,
- Maintain inter-connected riparian corridors along all ditches, providing linkages to adjoining lands as well as between and along the boundaries of adjoining lots.

ARTICLE IV.
DESIGN/ARCHITECTURAL APPROVAL.

Section 1. Submission of Plans Before Construction. No residential or other structure, and no fence, wall, garage, outbuilding, or other structure, and no landscaping shall be created, made, erected, altered, placed, or permitted to remain upon the properties until the plans and specifications showing the design, nature, kind, size, shape, height, material, use, and location of the same shall have been submitted to a Design Review Committee consisting of three individuals appointed by the Board of Directors of the Homeowners' Association and approval in writing by the Committee as to compliance with the covenants. The plans submitted shall include such detail and information as the Committee shall reasonably deem necessary to enable the Committee to determine whether the plans comply with the criteria set forth herein. Changes or modifications to approved plans must be resubmitted for review and approval. A fee for any such review may be imposed by the Association. All plans and review of such



plans will be subject to the "Architectural Standards and Design Guidelines" document to be included prior to final plat approval.

Section 2. Approval or Failure to Disapprove. In the event the Design Review Committee fails to approve or disapprove such design, location, construction, and materials within thirty (30) days after the detailed plans and specifications have been submitted to it, provided the plans include the information set forth above, approval shall not be required and this Article will be deemed to have been fully complied with, provided the stipulations set forth in these covenants are complied with. Any plans, specifications, and proposals so approved, either expressly in writing or by the expiration of the thirty (30) day period hereinabove provided, shall then permit the Owner to commence construction in accordance with said plan, provided that the structure and plan must conform to the Minimum Building and Use Restrictions, but any deviation from said plan which in the judgment of the Committee is substantial deviation from the plan, shall be corrected to conform with the plan as submitted.

Section 3. After Approval, Eighteen Months to be Completed. Any structure to be erected or improvement to be made in accordance with approval so given must be erected and completed within eighteen months of approval or new approval obtained. If any structure or improvement is begun and is not completed in accordance with the plans within eighteen months of the commencement of construction in the judgment of the Directors of the Homeowners' Association, at their option, it may take such action as may be necessary in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening or covering of the structure, or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be an obligation of the Owner and a lien on the property and may be recorded and shall be enforceable by an action at law. The Design Review Committee shall act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof. In addition, the construction of any approved structure must be commenced within one (1) year of the date of approval.

Section 4. Neither the Association, the Declarant, the Design Review Committee, nor the individual members thereof, may be held liable to any person for any damages for any Committee action taken pursuant to these Covenants, including, but not by the way of limitation, damages which may result from correction, amendment, changes or rejection of plans, the issuance of building permits, or any delays, associated with such action on the part of the Committee.

Section 5. The Design Review Committee may grant a variance from the Building and Use Restriction only upon written



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application of an Owner for good cause shown in cases of hardship or in cases where such variance will not substantially detract from the developing character and aesthetics of the neighborhood, or the spirit of these covenants.

Section 6. The approval by the Design Review Committee of any plans, drawing, or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Design Review Committee under these covenants, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

ARTICLE V.
MINIMUM BUILDING AND USE RESTRICTIONS.

A. INTRODUCTORY INFORMATION.

Section 1. Purpose. To insure that the placement and appearance of new and existing structures are in harmony with the original character and aesthetic qualities of the subdivision, and that the use of the Property promotes the highest standard of living.

Section 2. Jurisdiction. These standards apply to all the Lots comprising the Property.

B. SITE.

Section 1. Building Envelope. The Declarant shall establish for each residential lot greater than 3.0 acres it owns, a "building envelope" the center of which shall be marked by a pin or stake and shown on Exhibit A for The Gallatin River Farm maintained by the Association. A Lot Owner must site his or her primary residence and all other outbuildings within a one hundred twenty (120) foot radius of such marker. Upon written application to the Design Review Committee by a lot Owner, such Committee at its discretion may authorize the placement of certain outbuildings or other improvements outside the building envelope. No Lot Owner may construct any improvement, fence, or wall, other than landscaping, outside the bounds of said building envelopes, except for access driveways, utility installations, and an ownership sign. The remainder of the Lot shall be maintained as open space as provided herein. The Association shall provide each Lot Owner and, upon inquiry, any prospective Lot purchaser with a copy of the Site Plan (Exhibit "A") of the Property indicating such building envelope.

Section 2. Setback Requirements. On any residential lot less than 3.0 acres, any and all buildings and other improvements must be set back a minimum of fifty (50) feet from any front Lot



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boundary and thirty feet (30') from any side or rear lot boundary. A fifteen (15) foot setback from the centerline of any irrigation ditch or water course shall apply to all lots.

Section 3. Building Orientation. Placement should take into consideration the location of roads and neighboring dwellings, with allowance for views and solar gains.

Section 4. Temporary Structures.

a) One (1) temporary building, such as a storage shed or shop, may be used on any tract during the course of continuous construction.

b) No permanent dwelling building can be used as a dwelling until the Principal Residence is completely enclosed, including but not limited to the completion of all of the dwellings external aspects; such as finished roofing, siding, windows, porches, fireplaces and painting, and a Certificate of Occupancy has been issued by the appropriate governmental agency. In the event of any conflict between this provision of these Covenants and any applicable ordinance or regulation, the ordinance or regulation shall govern.

c) One (1) house trailer will be permitted only during construction of the main dwelling house for use as a construction office and for storage only, not for occupancy; and construction must be continuously prosecuted. No sewer or water facilities shall be supplied or attached to such trailer.

Section 5. Driveways. Placement of all driveways shall be as shown on the site plan (Exhibit A). Shared driveways shall be located within the 40' driveway and utility easement shown on the plat.

Section 6. Grading. No fill, dirt, muck, or rock shall be removed from the premises, nor shall the elevation thereof be changed in any manner, if by so doing it shall result in a detriment to adjacent parcels.

Section 7. Drainage.

a) No Lot Owner shall obstruct, divert, or alter by unnatural means, the flow of water or any water course on the lands of The Gallatin River Farm. No lake or pond shall be constructed, filled, or altered without prior written consent of the Board.

b) Each Lot Owner shall be responsible for the maintenance of any pond, irrigation ditch, or water course located on his Lot. The Association may intervene as necessary to insure water quality control, bank stabilization, or to fulfill irrigation or



maintenance needs. In the event the Association intervenes, water quality and bank stabilization solutions shall be determined by the Association.

Section 8. Sanitary Restrictions. No building or shelter, the use of which necessitates supplying water, sewage, or waste disposal, shall be used as a dwelling until the water supply system, including location and construction thereof, together with location and construction of sewage or waste disposal system, shall comply with the standards, rules, or regulations of the State Board of Health or any other governing body having jurisdiction thereof.

C. ARCHITECTURE.

Section 1. General. Only single family homes are permitted on the residential Lots 3 thru 13 of the Gallatin River Farm North Subdivision and all lots within the Gallatin River Farm South Subdivision. Multiplex dwellings are only permitted on the multi-family lots 1 thru 4. Commercial structures are only permitted on the commercial lots 1 thru 3.

Section 2. Building Size and Height. No single family dwelling house shall have less than three thousand (3000) or more than twelve thousand (12,000) square feet. This is exclusive of garages, carports, porches, or any other addition thereto. Any Guest House shall have a minimum living area of six hundred (600) square feet and a maximum living area of three thousand (3,000) square feet.

Section 3. Variance. The Design Review Committee may grant a variance of the square footage requirements herein, in the case of a uniform design, upon application of the Lot Owner in writing.

Section 4. Siding and Trim. These elements on each proposed structure shall be subject to review and approval by the Design Review Committee and shall conform to the standards and decisions of such committee. Suggested materials are wood or shingle siding, brick, hand-hewn or round logs, and stone. Materials that are prohibited are aluminum, tin and vinyl siding, compressed wood, and exposed unfinished concrete.

Section 5. Roofs. Design should be consistent with building size, shape, and form. Solar collectors and skylights should appear to be part of the overall roof design and must be placed flush with the slope of the roof or integrated into the design of the roof. "Yurts" are prohibited. Flat and geodesic domed roofs are prohibited. Roofing materials that are encouraged for use consist of cedar shingles, high quality asphalt or tile shingles, and standing seam or metal roofs that are color sensitive to the natural surroundings and surrounding homes, avoiding a glaring galvanized finish.



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Section 6. Fireplaces, Chimneys, and Flues. Spark arresters shall be attached to all chimneys.

Section 7. Outbuildings. All plans for outbuildings, including detached garages that are constructed contemporaneously with or subsequent to the main dwelling, are subject to review and approval and must conform to these standards. Placement within the building or landscape envelope should give consideration to enhancing the appearance of the subdivision and respecting the view sheds of surrounding lots. Outbuildings should incorporate or complement materials that have been chosen for the main residence. No outbuilding shall have a ground floor area exceeding 3000 square feet.

Section 8. County Fire Requirements. All structures must meet the fire flow requirements and all residential structures shall have fire sprinklers installed as outlined in the current adopted edition of the Uniform Fire Code unless alternative provisions are approved by the Fire Chief. Site plans of all lots must be submitted for review and approval by the Central Valley Fire District. See Exhibit "B" for the Fire Protection Plan and Covenants.

D. LANDSCAPE ELEMENTS.

Section 1. General. Graded areas must be smoothed and then sodded or seeded. Planting of trees and shrubs is encouraged. A landscape plan must be submitted to the Design Review Committee for approval prior to commencing any landscape work. All plans and review of such plans will be subject to the "Landscape Standards and Guidelines" document to be included prior to final plat approval.

Section 2. Fences/Privacy Screens. All fences and landscape envelope fences should be of treated wooden rail and post construction substantially similar in design, appearance, and quality to the wood fencing to be located at the entrance to The Gallatin River Farm property from Amsterdam Road. The inside of rail fences may be lined with inconspicuous wire fencing for the purpose of containing dogs. Privacy screens should be constructed of natural wood or stone or brick materials.

Section 3. Exterior Lighting. Incandescent lighting is encouraged and the use of mercury vapor and other obtrusive flood lighting is prohibited.

E. GENERAL.

Section 1. Lots may not be split or divided or subdivided. Boundary realignments may be consummated with Architectural Committee approval; such realignments shall not, however increase the number of lots, nor decrease the area of any lot below eighty-



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five percent (85%) of its original size.

Section 2. The dwellings and residences shall be occupied by a single family, their household guests, or servants and employees.

Section 3. Any campers, trailers, boats, or other recreational vehicles must be stored in appropriately constructed enclosed outbuildings or enclosures on the premises within the building envelope. Such outbuildings shall not be used as permanent residences, or for commercial purposes.

Section 4. Residences and all outbuildings built from the date hereof shall be on a foundation. Non-permanent tents and teepees for seasonal recreational use are permitted, however, and need not be on a foundation.

Section 5. No mobile homes or trailer homes, including double-wide mobile homes or modular homes, or like or similar dwellings, shall be allowed upon any Lot, except as provided herein for construction purposes.

Section 6. Each Lot and all buildings and improvements thereon shall be maintained in a clean, safe, and sightly condition. Refuse, trash, garbage and any other unsightly items shall at all times be kept in covered containers, and such containers shall be screened from view or kept in an enclosed structure. Each Owner shall be responsible for the disposal of all such trash and garbage.

Section 7. Mailboxes and mailbox posts shall be erected in a location and shall conform to a uniform design established by the Architecture Committee.

Section 8. No signs shall be erected on the property or on a subdivision Lot thereof, except a discrete sign, the uniform design of which shall be established by the Architecture Committee, to identify the Owner of the Property and excepting also temporary "For Sale" signs which shall be allowed upon the Property Lot being sold.

Section 9. Utilities shall be installed underground. Each satellite dish shall be attached to the house it services or positioned in unobtrusive locations with respect given to local aesthetics and views from adjacent properties. Only small satellite dishes of 36" diameter or less are permitted. Ham, short wave, or citizen's band radios and such antennas are prohibited.

Section 10. No aircraft of any kind shall be stored or operated on the Property. No "dirt bikes," "go-carts," ATV's, mopeds, non-street legal motorcycles, or snowmobiles shall be



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operated on the Property, including any Lot or common area.

Section 11. Domestic pets are allowed. No Owner shall maintain any commercial operation with respect to such animals. Each Owner shall insure that all pets are confined to that Owner's Lot unless accompanied by the Owner. Any animal kennels must be placed in an area which is inconspicuous and removed from the direct view of neighbors and the primary road. Roping or chaining of pets outside is prohibited. No Owner shall permit his or her pet to be a nuisance to other Lot Owners or to harass wildlife, livestock, or humans. Each Lot Owner shall observe all local, county, and state laws and regulations, as the same may be applicable, to the keeping of such pets. No more than three (3) dogs shall be kept on any one Lot without the written approval of the Association. Dogs shall not be left out at night or allowed to bark continuously at any time of the day. The Association may impose a fine not to exceed \$500 per occurrence against any member whose pet is determined by the Board to be a nuisance. Such fine shall be added to and considered a part of the assessment for such Lot.

Section 12. The Property shall be used for rural residential purposes, and no commercial business, except on commercial Lots C1, C2 and C3, commercial livestock yards, or feed lots, wrecking yards, storage yards, stores, gas stations, or the like shall be allowed to be located thereon, and no dumps, commercial dog farms, trash, junk, or junked cars shall be maintained or stored upon the property, nor shall any noxious or offensive activities be permitted to be done on the property which are a nuisance or might become a nuisance to the Owner or Owners of any of the said described Lots. A portion of a lot within the building envelope may be used for agricultural gardens for the Owner's use, provided that the products there from are not sold or distributed to the public commercially on-site. No Lot shall be used in any manner or for any purpose which might endanger the health and safety of the residents of any Lots within the Property.

Section 13. Unless otherwise provided herein, no livestock shall be kept on any lot, including but not limited to horses, mules, cattle, sheep, pigs, goats, chickens, and llamas.

Section 14. All open space on each lot outside the building envelopes shall be kept open and maintained by each Lot Owner.

Section 15. Each Lot Owner, shall be responsible for the conduct and actions of their guests using any common trail system or accessing the West Gallatin River via any common trail system or the Owner's lot. Guests shall only be permitted to use the common trail system or common areas when accompanied by a Lot Owner. Only pedestrian use of common trail system or common areas is permitted, and no motorized vehicles, bicycles or horses shall be permitted.



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Section 16. The Owner of each lot shall control the weeds, algae, and all noxious plants on his lot; provided, however, that the use of poisons harmful to humans or animals and the enjoyment of the occupants of said Property is not permitted. In the event the Owner shall not control the weeds, algae, and noxious plants, the Homeowners' Association may cause the weeds, algae, or noxious plants to be controlled, and may assess the Lot Owner for the costs thereof.

Section 17. Each Lot Owner shall be responsible for the prompt repair of any erosion, loss of vegetation and riparian habitat, or other damage to his lot caused by annual high water, flood, or ice floes.

Section 18. Each Lot Owner must assume the burden of supplying and developing water and sewer systems for his own domestic use. Wells and water systems shall be drilled, installed, and maintained at all times in accordance with all applicable rules and regulations of any public agency and in accordance with any rules established by the Declarant not inconsistent with such rules and regulations of the public agency or with provisions of this Declaration of Covenants.

Section 19. There shall be no incineration or burning of garbage, trash, or other waste or debris on any building Lot. All such waste material, except that which may be cleanly and efficiently disposed of through the use of sanitary sewer systems shall be hauled for disposition to the Logan garbage and trash disposal dump at Logan, Montana, or to such other publicly maintained and operated place of disposition as may be convenient, or shall be disposed of in such other manner as may be designated by the Declarant. No junk, garbage, trash, slash, debris, or other waste shall be allowed to permanently accumulate on any Lot (and temporary accumulation shall be kept in sanitary bear proof containers screened from view by appropriate fencing), and shall be disposed of regularly.

Section 20. Except to the extent permitted by the developer to enable the building of roads, structures, and improvements on a building site, there shall be no cutting of existing trees located on a Lot unless such trees are dead or creating a hazardous condition.

Section 21. The digging of dirt or gravel or the removal of the same from any Lot is expressly prohibited, except as necessary in conjunction with the roads, approved ponds, landscaping of, or construction on such Lot. All mining of any sort is prohibited. Drilling for any substance other than water is prohibited.

Section 22. Each Owner shall be solely responsible for utility service expenses from the primary Lot line to his residence, including any additions to the primary line which may



be required by location of the improvements on the Lot.

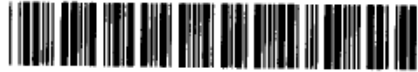
Section 23. The interior subdivision roads, as the same are designated in Exhibit "A," shall be constructed by the Declarant and thereafter maintained by the Association. The roads constitute shared access roads for the benefit of all Lots. An easement forty feet (40') in width for purposes of ingress, egress, and the provision of utilities shall exist for all such interior subdivision roads over and across the affected Lots for the benefit of all the Lots, Lot Owners, and the Association of the Gallatin River Farm. In addition, where designated on the Plat, certain lots shall share a common access driveway, and may not construct a driveway in a location other than as designated on the Plat.

Each Lot Owner shall be responsible for building and maintaining his own driveway from the applicable interior subdivision road accessing his Lot to his improvements thereon, or in the case of a shared driveway, the cost of construction may be, and maintenance shall be, shared by the lots benefited. In this connection, whenever any Lot Owner constructs a driveway, the Design Review Committee shall review its proposed location determine if culverts are necessary. If culverts are deemed necessary, the Owner shall then install in the locations and to the specifications as determined by the Committee at his own expense.

Section 24. All fences shall be set back at least fifteen feet (15') from the centerline of any irrigation ditch.

Section 25. A twenty foot (20') utility easement is reserved unto Declarant, its successors and assigns, along all front property lines and a twenty foot (20') utility easement is reserved along all side and rear lot lines (10' on either side of the property line).

Section 26. An easement of fifteen feet (15') in width adjacent to and paralleling Amsterdam Road, for purposes of an entry corridor landscaping area, shall exist over and across all affected lots for the benefit of the Association. In addition, a common area tract thirty feet (30') in width will extend from the southern most point of lot 13 along that lot's eastern border to its intersection with River Meadow Lane is reserved for the benefit of the Association. In addition, a common area tract of thirty feet (30') across the easterly sides of lots 11 and 8 is reserved for the benefit of the Association and a common area tract of thirty feet (30') on the south and west side of the River Woods Road across lots 8, 7, 3 are reserved for the benefit of the Association. The Association shall be solely responsible for the maintenance, upkeep, and appearance of these landscaped areas or common areas. No improvements may be constructed by the Owners in such areas. Any existing improvements within such areas shall be



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kept, maintained, and used at the discretion of the Association, and may include trails.

Section 27. All owners must be aware that the area contains and support a large variety of wildlife. No firearms may be discharged on any lot or in the common area, unless approved by the Association for game management purposes. The Association may permit bow hunting on the common area by owners or non-owners, but in all events, bow hunting shall occur with Association permission only.

Section 28. All zoning and all other laws, rules, and regulations of any government or agency under whose jurisdiction the land lies are considered to be part of these Covenants and enforceable hereunder, and all the Owners of said lands shall be bound by such laws, rules, and regulations.

Section 29. Lot owners and tenants of the subdivision are informed that adjacent uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in dust, animal odors, flies, smoke, and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.

Section 30. All fences bordering agricultural lands shall be maintained by the respective Lot Owners and/or the Homeowner's Association in accordance with State Law.

Section 31. All public roads within the Subdivision shall be maintained by the Homeowners' Association. A plan for the long-term road maintenance and road maintenance while construction of the Subdivision occurs shall be adopted by the Board of Directors of the Association.

Section 32. Each owner of property within Gallatin River Farm, as individuals and as members of the Association, acknowledges the presence of Gallatin Field Airport. Each owner of property within Gallatin River Farm Subdivision, as individuals and members of the Association, acknowledges that air traffic could cause noise, vibration, dust, fumes, smoke, vapors and other effects as may be inherent for navigation or flight in air, use of airspace, landing or take off from Gallatin Field. By this acknowledgement, each owner of property within Gallatin River Farm, as individuals and as members of the Association assumes the normal and ordinary consequences of their actions when in, next to or in the vicinity of Gallatin Field and air traffic therefrom.

Each owner of property within Gallatin River Farm, as individuals, agrees by acceptance of this covenant to hold harmless Gallatin Field and its successors in interest, Declarant, and successors in interest, and the homeowners association for injury to persons,



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property and animals and damage due to use by air traffic of the airspace over Gallatin River Farm.

Section 33. In addition to all the covenants and restrictions contained herein, the covenants and restrictions set forth in Exhibit "C", as required by Gallatin County, are incorporated herein by reference.

Section 34. These restrictions, conditions, and limitations shall run with the land and shall be binding upon the present Owners and all subsequent Owners of any portion of the area included within the aforesaid plat. The grantee of any portion of said Property covenants and agrees by the acceptance of a conveyance, faithfully to observe and comply with the said restrictions, conditions, and limitations applicable thereof.

ARTICLE VI. SALE OR LEASE OF LOTS.

Section 1. The leasing of a main residence together with its guest house is permitted, provided the leasehold term is for a minimum of six (6) months. No guest house may be rented or leased separately from the main residence, and no main residence may be rented or leased separately from the guest house.

ARTICLE VII. TERM, ENFORCEMENT, APPLICABILITY, AND CHANGE.

Section 1. These Restrictive Covenants shall remain in full force and effect until the anniversary date of their execution in the year 2015. After that date, the said Covenants shall automatically be extended for additional five (5) year periods until terminated or modified as hereinafter set forth by recording an acknowledged instruments signed by a majority of the Lot Owners in the subdivision. Each Owner shall have one vote per Lot, and the Covenants and Conditions herein contained are to run with the land.

Section 2. Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate any covenant; and the legal proceedings may be either to restrain violation of the Covenants or to recover damages, or both. In the event of any action to enforce these Covenants, the prevailing party shall be entitled to recover costs and reasonable attorney's fees to be set by the court. In any such action, if the relief applied for is granted either in whole or in part, the applicant shall be deemed the prevailing party. Any Lot Owner, Declarant, or the Association may enforce these covenants.



Section 3. Any failure by the Declarant hereto, or of any subsequent Lot Owner, to enforce any Covenant or Restriction contained herein, shall in no event be deemed a waiver or in any way prejudice the rights to enforce that Covenant or any other Covenant thereafter, or to collect damages for any subsequent breach of these Covenants.

Section 4. 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.

Section 5. In any conveyance or the above-described real property or of any tract thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to the Restrictions and Covenants herein contained, without setting forth such Restrictions and Covenants verbatim or in substance in said deed. All of the above-described real property and Lots shall be subject to the Restrictions and Covenants set forth, whether or not there is a reference to the same in a deed or conveyance.

Section 6. 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 tract or portion of the real property or any improvements thereon. However, the said Restrictions and Covenants shall be binding upon and inure to the benefit of any subsequent Owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 7. These Covenants may not be changed in whole or in part except by a two-thirds (2/3) vote or more of the Members, as provided in Article II, and the execution, acknowledgment and recording of an instrument in writing setting forth the change signed by all of the Lot Owners in the subdivision who have voted in favor of such amendment.

Any covenant which is included herein as a condition of preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.

ARTICLE VIII.
RESERVATIONS.

Section 1. The Declarant hereby expressly reserves all water, ditch rights and development rights attendant thereto, to the real property described in Exhibit "A".



Section 2. The Declarant hereby expressly reserves the approval right to the placement and construction of internal trails, ponds, ditches and or streams to be developed upon the real property described in Exhibit "A". However, said right shall not obligate the Declarant to place or construct any ponds or streams upon the real property.

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

Section 3. The Declarant hereby expressly reserves the right to amend this Declaration for purposes of including Gallatin River Farm South within the Association, and making Gallatin River Farm South subject to the restrictions contained herein.

Section 4. The Declarant hereby expressly reserves the right to amend this Declaration for purposes of allowing the multi-family housing, Lots 1 - 4, legally described as "Gallatin River Farm North - Phase II", to permit pedestrian access for such residences on the common trail system and West Gallatin River common area within the Gallatin River Farm, in exchange for a cost and maintenance sharing agreement for the common trail system and West Gallatin River common area with the homeowner's association of such multi-family housing. The Declarant hereby expressly reserves the right to negotiate on behalf of the Association and the subdivision the cost and maintenance sharing agreement with the multi-family housing tracts.

Section 5. The Declarant hereby expressly reserves the right to negotiate on behalf of the Association and the subdivision a cost and maintenance sharing agreement with Countryside Estates Subdivision for the roads common to both subdivisions.

Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. Any change in these Covenants shall not affect existing structures and uses of the Lots.



IN WITNESS WHEREOF, the Declarant has hereunto set its hand
as of this 27th day of March, 2008.

River Farm Estates, Inc., a
Montana Corporation

By: Bradley J. Bean
Bradley J. Bean, its President

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

On this 27 day of March, 2008, before me personally
appeared Bradley J. Bean, as President of River Farm Estates, Inc.
and whose identity is personally known to me (or proved to me on
the basis of satisfactory evidence) and who acknowledged to me
that he executed this instrument.

Jennifer Baker
Notary Public for the State of Montana
Printed Name: Jennifer Baker
Residing at Belgrade, Montana
My Commission Expires: Oct 6, 2009

(SEAL)

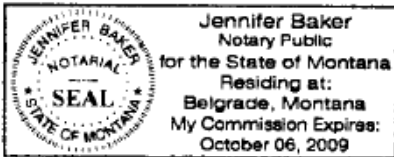


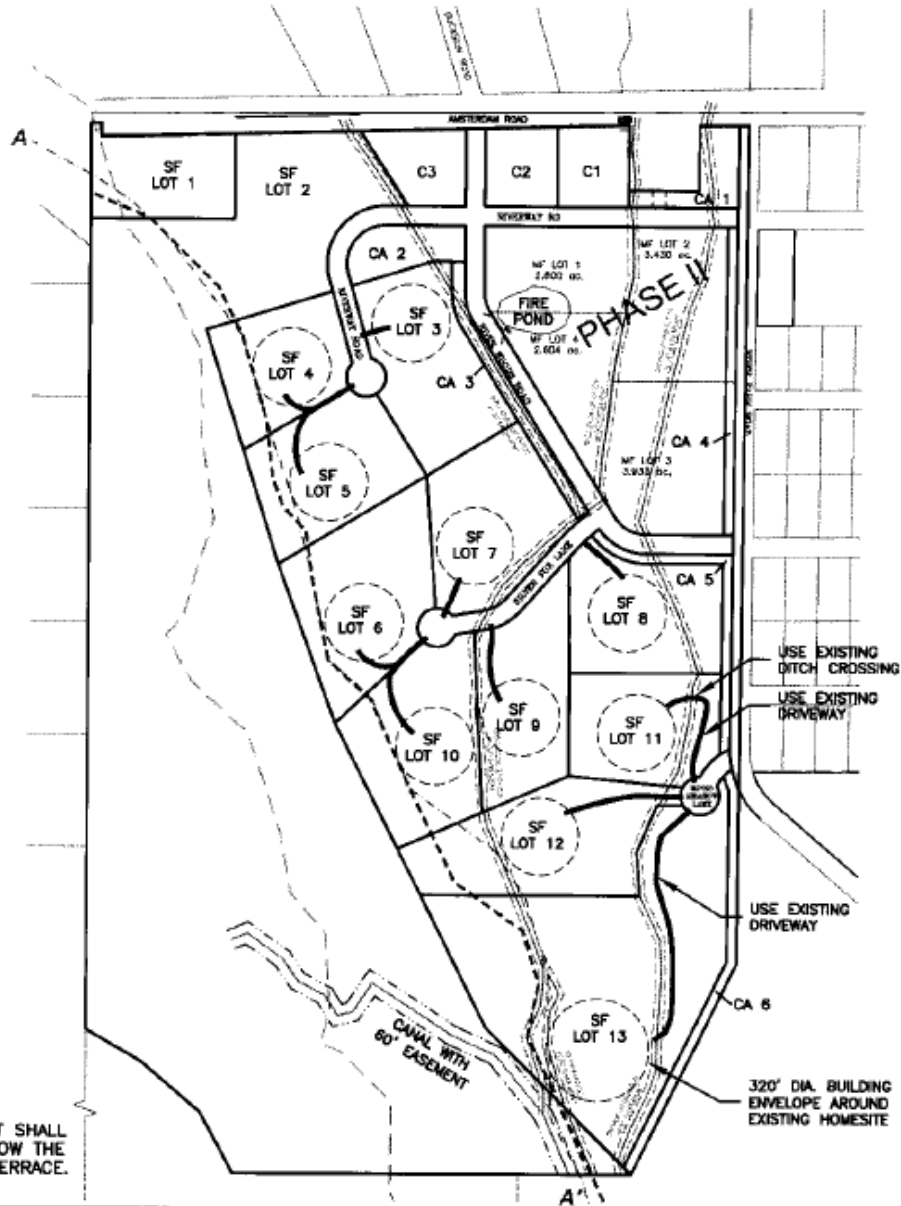
EXHIBIT "A"

**GALLATIN RIVER FARM NORTH SUBDIVISION – FINAL PLAT
SITE PLAN**

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NOTE:
NO DEVELOPMENT SHALL
TAKE PLACE BELOW THE
CREST OF THE TERRACE.
(A-A' LINE)

LEGEND

- SF SINGLE-FAMILY RESIDENTIAL LOT
- C COMMERCIAL LOT
- MF MULTI-FAMILY LOT
- CA COMMON AREA OPEN SPACE
- 100-YR FLOODPLAIN BOUNDARY
- TERRACE (A-A' LINE)
- 300-FT WATERCOURSE SETBACK
- IRRIGATION DITCH WITH 30' EASEMENT
- DRIVEWAY LOCATION

240' DIAMETER
BUILDING ENVELOPE
(1.04 ACRES)

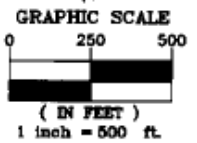


EXHIBIT "B"

I. FIRE PROTECTION PLAN & COVENANTS

This Fire Protection Plan follows the requirements outlined in Section 6.E.1 and Appendix I of the Gallatin County Subdivision Regulations.

- A. The proposed subdivision falls within the Central Valley Fire District. The Central Valley Fire Department is located at 205 E. Main St. in Belgrade, Montana.
- B. Fire Protection Covenants as addressed under Section 1 of Appendix I - General Fire Protection Requirements of the Gallatin County Subdivision Regulations:
 - B.1 All structures must meet the fire flow requirements and all residential and commercial structures shall have fire sprinklers installed as outlined in the current adopted edition of the Uniform Fire Code. Site plans of all lots must be submitted for review and approval by the Central Valley Fire District.
 - B.2 All fire protection fill site features must be maintained to their original performance capability in perpetuity by, and at the expense of, the property owners. The fire department shall have unrestricted use, in perpetuity (at no cost to the fire department) of the fire protection features including but not limited to the water sources, pumps, hydrants, and access.
 - B.3 The separation between all structures protected by approved fire sprinkler systems and all detached, non-sprinkler protected structures, including accessory buildings, shall be a minimum of 50 feet.
 - B.4 To allow for emergency vehicle access to structures, the property owner shall provide a driveway meeting the following requirements: a minimum unobstructed driving surface of 12 feet for driveways less than 300 feet long and a 16 foot driving surface for any driveway over 300 feet long; a vertical clearance of 15 feet, and a four foot zone of reduced vegetation on each side of the driving surface. For all buildings or structure sites on driveways over 300 feet in

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EXHIBIT "B"

length, the property owner shall provide a turnaround including but not limited to a drive-through, cul-de-sac or hammerhead turn-a-round.

- B.5 All gates, bridges, culverts, and all related constructs affecting access shall be a minimum of two feet wider on each side of the driveway. The entire driveway shall have a 30-ton minimum rating for two-axle trucks including all bridges, culverts, and all other constructs of the driveways.
- B.6 Addressing on the building shall be contrasting on the building and reflective on the street. Number size shall be four-inch (4'') minimum height. Sign numbers and the background shall be made of retro-reflective material.
- B.7 A fire apparatus shall be able to park on a roadway, driveway, or fire apparatus parking area within 150 feet of all parts of the exterior of a building. The roadway, driveway, or fire apparatus parking area shall be engineered and constructed to safely support a 30-ton, two-axle fire apparatus.
- B.8 A Fire Protection Sprinkler/Fire Alarm System Project Tracking Process shall be required where a structure has a fire protection sprinkler system installed. The tracking process may be administered by the Fire Protection Authority Having Jurisdiction (FPAHJ).

The tracking process requirements are as follows:

- a. The property owner shall provide to the FPAHJ, a 14-day written notice of intent to build a structure with fire protection sprinkler system, and where applicable, fire alarm system, engineered by a PE. A plans review fee shall be paid by the owner to the FPAHJ.
- b. The property owner shall provide written certification by a PE that the fire protection sprinkler system and, where applicable, fire alarm system, are installed and fully operational prior to enclosure with sheet rock



EXHIBIT "B"

or interior wall covering installation. The FPAHJ shall be permitted to witness the testing with a minimum of 48 hours advanced notice.

- c. The property owner shall provide written certification, to the FPAHJ, by a PE and the property owner that all fire protection requirements have been met prior to final occupancy. The FPAHJ shall be permitted to witness inspections. The property owner shall provide the FPAHJ with 48 hours notice of the inspections.
 - d. Occupancy shall be permitted only when all fire protection requirements have been met as determined by the FPAHJ.
- B.9 Each commercial structure that is required to provide fire detection and/or fire protection sprinkler systems, shall have installed a lock box to hold keys to the exterior and interior doors. The lock box make and model, and the location shall be approved by the FPAHJ. The lock box shall contain current contact information for a local, responsible party or parties who will respond to fire alarms or fire sprinkler system alarms.
- B.10 All commercial structures that are required to provide fire detection and/or fire protection sprinkler systems, either by code or as part of the Fire Protection Plan, shall have the plans reviewed and approved by the FPAHJ. These systems shall comply with the current edition of the Fire Code, as adopted by the State of Montana, for design and installation.
- B.11 All structures shall be built meeting or exceeding the requirements of the current editions of the Fire and Building codes, as adopted by the State of Montana.

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EXHIBIT "B"**II. OPEN SPACE FUEL MANAGEMENT PLAN & COVENANTS**

This Open Space Fuel Management Plan addresses the management and maintenance of the common open space areas (floodplain/riparian corridors and trail corridors), the lot area outside of building envelopes, and the defensible space inside building envelopes within the Gallatin River Farm.

The Gallatin River Farm contains two very distinctive regions. One is the riparian area within the 100-year floodplain and the other is the previously-agricultural land located outside of the floodplain. All residential development shall occur outside of the floodplain and within designated building envelopes. Fire breaks between the future structures consist of the existing irrigation ditches, roads, and the defensible space around each structure.

A. Open Space Fuel Management Covenants

- A.1 All management and maintenance of the common open space areas (floodplain/riparian corridors and trail corridors) shall be the responsibility of the Homeowner's Association.
- A.2 All management and maintenance of all land within an individual lot shall be the responsibility of the Homeowner.
- A.3 All structures shall contain a minimum of 30 feet of defensible space around the perimeter and within the building envelopes. Within this defensible space, all ground fuels shall be mowed, mulched, converted to compost, etc. All dead material shall be removed and live vegetation shall be thinned and pruned to reduce fire intensity and rate of spread. All defensible space maintenance shall be the responsibility of the homeowner. The homeowner shall be required to constantly maintain this area.
- A.4 The area within the floodplain contains a great deal of trees and shrubs. Fuel-reduction measures, within fifty (50) feet of a building envelope, shall include removal of excessive slash, snags, ground and ladder fuels, and dead trees. Care shall be taken to minimize vegetation removal in some

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selected habitat areas with sufficient forest litter and debris, including stumps and downed timber/logs to provide food and cover for species requiring such habitat. This maintenance shall take place annually; late fall to early winter. The homeowners association shall be responsible for this maintenance within fifty (50) feet of a building envelope.





EXHIBIT "C"

COVENANTS REQUIRED BY GALLATIN COUNTY

The following covenant provisions are required to be recorded with the final plat.

- a. Requiring control of county noxious weeds.
- b. A section addressing possible problems associated with adjacent farming practices, and affirming neighboring landowner's right-to-farm. The language shall state as follows: Lot owners and tenants of the subdivision are informed that adjacent uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in dust, animal odors, flies, smoke and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.
- c. All Fences bordering agricultural lands shall be maintained by the Homeowners in accordance with State Law.
- d. 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.
- e. Site plans of all lots must be submitted for review and approval by the Central Valley Fire District.
- f. All commercial structures shall be required to obtain building permits from the State of Montana Codes Bureau.
- g. All proposed residential and commercial structures shall have fire sprinkler systems installed. The sprinkler system plans shall be submitted for review by the Central Valley Fire Department and the Fire Department shall be contacted to inspect the systems before occupancy.
- h. A Property Owners Association shall be established and be required to maintain all interior subdivision roads and shall participate with the lot owners of the Countryside Estates Subdivision for the shared maintenance of common roads.



EXHIBIT "C"

- i. Each owner of property within River Farm Subdivision, as individuals and as members of the Association, acknowledges the presence of Gallatin Field Airport. Each owner of property within River Farm Subdivision, as individuals and members of the Association, acknowledges that air traffic could cause noise, vibration, dust, fumes, smoke, vapors and other effects as may be inherent for navigation or flight in air, use of airspace, landing or take off from Gallatin Field. By this acknowledgement, each owner of property within River Farm Subdivision, as individuals and as members of the Association assumes the normal and ordinary consequences of their actions when in, next to or in the vicinity of Gallatin Field and air traffic therefrom.

Each owner of property within River Farm Subdivision, as individuals, agrees by acceptance of this covenant to hold harmless Gallatin Field and its successors in interest, Bradley and Jacqueline Bean, and successors in interest, and the homeowners association for injury to persons, property and animals and damage due to use by air traffic of the airspace over the River Farm Subdivision.

- j. Any covenant which is included herein as a condition of preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.
- k. Open space vegetation/fuels management plan approved by the Central Valley Fire Department for the open space shall be enforced by the homeowners association.
- l. Lots C1-C3 will be used for commercial purposes (light manufacturing or retail uses).
- m. Multi-family lots shall be limited to 5 dwellings units each.
- n. A habitat management plan containing, but not limited to, the provisions recommended by the Montana Fish Wildlife and Parks.
- o. No lot owner may remove water or cause to be removed water from irrigation ditches without deeded water rights, and



EXHIBIT "C"

before any maintenance or improvements are performed on any of the ditches, the owner of the waterway must give written permission for the work to be done.

- p. The property owners association is responsible for the maintenance of the fire protection water supply.
- q. Further subdivision of lots is prohibited.
- r. Trail access shall be provided to the Gallatin River via Lot 2.
- s. No new structures on Lot 2 shall be constructed in the 100 year floodplain.



**BY - LAWS OF
GALLATIN RIVER FARM NORTH
HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
APPLICATION OF BY-LAWS**

Section 1. Name. The name of the Association is GALLATIN RIVER FARM NORTH HOMEOWNERS' ASSOCIATION, INC. The principal office of the Association shall be located in Gallatin County, Montana.

Section 2. Project. Gallatin River Farm North Subdivision, which is a subdivision of Gallatin County, Montana, together with all improvements located or situated thereon, shall comprise the "Property" as referred to herein.

Section 3. By-laws Applicability. The provisions of these By-laws are applicable to the Property and to the members of the Association.

Section 4. Personal Application. All present and future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-laws and to the Declaration of Covenants, Conditions and Restrictions for Gallatin River Farm North Subdivision, (hereinafter referred to as "Declarations") recorded contemporaneously with the filing of the Final Plat of such subdivision.

The mere acquisition or rental of any of the units of the property or the mere act of occupancy of any of the units will signify that these By-laws are accepted, ratified, and will be complied with.

Section 5. Consolidation and Mergers. To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit associations organized for the same purposes as this association, provided that any such merger or consolidation shall have the assent of a majority of the voting power of members voting in person or by proxy at a meeting duly called for this purpose.

**ARTICLE II
MEMBERSHIP VOTING MAJORITY OF OWNERS, QUORUM, PROXIES**

Section 1. Membership and Voting. A member of the Association is a person or entity entitled to membership pursuant to the Declarations.



A member shall be entitled to one vote for each lot owned. When more than one person owns any lot all such persons shall collectively represent one member. The vote for such lot shall be exercised as its owners determine, but in no event shall more than one vote be cast with respect to any lot.

Notwithstanding the foregoing, so long as River Farm Estates, Inc. owns ten (10) or more lots in Gallatin River Farm North, River Farm Estates, Inc. shall have three (3) votes for each lot owned.

Voting rights of an owner shall not vest until any outstanding Association assessments which have been levied against the ownership of a lot have been paid in full.

Section 2. Majority of Owners. As used in these By-laws, the term "majority" of owners shall mean those owners holding more than fifty percent (50%) of the votes.

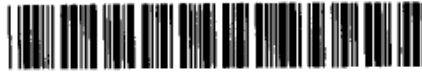
Section 3. Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of 35% of the members of the Association shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing, dated, signed by the members and filed with the Secretary before the appointed time of each meeting. No proxy shall extend beyond 11 months after filing with the Secretary and shall automatically cease upon the sale of the member's lot.

ARTICLE III ADMINISTRATION

Section 1. Association Responsibilities. The Association shall have the responsibility of administering the Property, approving the annual budget, and establishing and collecting assessments and such other responsibilities as may be set forth in the Declarations. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the owners and within Gallatin County as may be designated by the Board of Directors.

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Section 3. Annual Meetings. The first annual meeting shall be held not later than twelve months after sale of the first seven lots within the Property. Thereafter, an annual meeting shall be held every twelve months. At such meetings, there shall be elected by a ballot of the members a Board of Directors upon notice in accord with the requirements of Section 5 of Article III of these By-laws. The members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. A special meeting of the members may be called at any time by any of the following: the Board of Directors, the President, or by written request by members representing not less than fifteen percent (15%) of the total voting power of the Association.

If a special meeting is called by members other than the President or Board of Directors, the request shall be submitted by such members in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the President or the Secretary of the association. The officer receiving the request shall cause notice to be promptly given to the members entitled to vote, in accordance with the provisions of Section 5 of this Article III, that meeting will be held, and the date for such meeting, which date shall not be less than 20 or more than 45 days following the receipt of the request. If the notice is not given within 10 days after receipt of the request, the persons requesting the meeting may give the notice. Nothing contained in this subsection shall be construed as limiting, fixing, or affecting the time when a meeting of members may be held when the meeting is called by action of the Board of Directors.

Section 5. Notice of Meetings. All notices of meetings of members shall be sent or otherwise given in accordance with this Section 5 of this Article III not less than 10 or more than 90 days before the date of the meeting. The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, and that no other business may in that case be transacted, or (ii) in the case of the annual meeting, those matters which the Board of Directors, at the time of giving the notice, intends to present for action by the members.

Notice of any meeting shall be given either personally or by first-class mail or other written communication.



ARTICLE IV BOARD OF DIRECTORS

Section 1. Number and Qualifications. Notwithstanding any other provision contained herein, so long as River Farm Estates, Inc. owns more than ten (10) lots within the Gallatin River Farm North Subdivision, the affairs of the Association shall be governed by a Board of Directors comprised of three members, to be appointed annually by River Farm Estates, Inc. Thereafter, the number of the Board of Directors shall be as it may be determined from time to time; but in no event less than three (3).

Section 2. Powers and Duties. The Board of Directors shall have the powers set forth in the Articles, the Declarations, and the powers and duties necessary for the administration of affairs of the Association and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members. Except upon the written vote or written assent of a majority of voting power of the Association, the Board shall not: (a) enter into a contract with a third person to provide goods or services for the Association for term longer than three years unless it be a contract with a public utility, (b) incur aggregate expenditures for capital improvements in any fiscal year in excess of 20% of the budgeted gross expenses of the Association for that fiscal year; (c) sell during any fiscal year property of the Association having any aggregate fair market value greater than 5% of the budgeted gross expenses of the Association for that fiscal year; (d) pay compensation to members of the Board or to officers of the Association business but said persons may be reimbursed for actual expenses so incurred.

The Board may delegate its functions and powers to committees and each such committee shall have as a member at least one member of the Board. The Board may also delegate its functions and powers to officers of the Association or a management agent.

Section 3. Other Duties. In addition to duties imposed by these By-laws or by regulations of the Association, the Board of Directors shall be responsible for the following: (a) care, upkeep and surveillance of the Property; (b) collection of all assessments from the members; (c) contracting for goods and repairs and services; (d) payment of taxes and assessments which are or could become a lien upon the Property or a portion thereof; (e) formulation of rules and policies for operation of the facilities owned or controlled by the Association, and (f) maintaining a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles.



Section 4. Election and Term of Office. Election to the Board of Directors shall be by written secret ballot. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declarations and cumulative voting shall be permitted whenever two or more directors are to be elected. Persons receiving the largest number of votes shall be elected to office.

Members elected to the Board of Directors shall serve a twelve month term with said election to occur at the Association's annual meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be director until a successor is selected by the owners at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the members and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 7. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such a meeting at which a quorum is present shall be recorded in the minutes of the Board of Directors. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided however, if the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjournment meeting to the directors who were not present at the time of the adjournment.

Section 8. Conduct of Meeting. Regular and Special meetings of the Board shall be open to all members of the Association provided that members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by a vote of a majority of a quorum of the Board. The Board may, upon the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The

BY-LAWS OF
GALLATIN RIVER FARM NORTH
HOMEOWNERS' ASSOCIATION, INC.
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nature of all business to be considered in executive session shall first be announced in open session.

ARTICLE V OFFICERS

Section 1. Designation. The principal officers of the Association shall be President, such Vice-Presidents as the Board of Directors may from time to time determine necessary, a Secretary, and a Treasurer. One individual may hold one or more offices of the Association except for the offices of President and Secretary which must be held by separate individuals.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause and his or her successor elected at any regular meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of President, including but not limited to the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary/Treasurer. The Secretary/Treasurer shall keep the Minutes of all meetings of the Association; he or she shall have charge of such books, accounts, and papers as the Board of Directors may direct; and he or she shall, in general, perform all of the duties incident to the office of the Secretary/Treasurer. The Board of Directors may elect one individual to perform the duties of Secretary/Treasurer or may elect two



individuals, one to perform the duties of Secretary and one to perform the duties of Treasurer, such duties to be assigned by the Board of Directors.

ARTICLE VI OBLIGATIONS OF THE MEMBERS

Section 1. General and Special Assessments. All members are obligated to pay general and special assessments imposed by the Association to meet all Property communal expenses, which may include a liability insurance policy premium. Both annual and special assessments must be fixed at a uniform rate for all lots, and shall be collected in a manner prescribed by the Board of Directors.

Each lot within the Property shall be assessed an amount annually, to be determined by the Board of Directors, payable within thirty (30) days of mailing of a notice of assessment. No regular yearly general assessment may be increased by more than 15% over the previous year's assessment without the vote of two-thirds (2/3) of the voting power of the Association.

All delinquencies in the payment of assessments shall be enforced, collected, or foreclosed in the manner provided in the Declarations.

ARTICLE VII ARCHITECTURAL CONTROL – DESIGN REVIEW COMMITTEE

Section 1. General. There shall be a Design Review Committee of the Association which shall be responsible for reviewing all proposed new construction and additions to, or modifications of, existing structures.

Section 2. Membership. The Design Review Committee shall be initially comprised of a representative of River Farm Estates, Inc. After the first annual meeting of the Association, the committee shall be enlarged to three (3) members.

Section 3. Submission of Plans and Construction. Any member seeking to install or construct a residential structure, garage, out building or other structure, a septic tank, well, antenna or exterior ornament of any kind, or any addition, alteration or remodeling shall submit plans and specifications showing the nature, kind, shape, height, materials, and location of the same to the Design Review Committee for approval in writing by the Committee as to harmony of external design, location in relation to surrounding structures and topography, construction and the materials to be used in the construction, and compliance with the restrictions of the Declarations.



In addition to the information required by the Declarations, plans shall describe the estimated cost of such construction or modifications and shall include such additional information as may be specified by the committee. No residence or structure shall be installed or constructed, and no existing residence or structure shall be modified, without prior written approval of a majority of the committee.

Section 4. Review Standards. The Design Review Committee shall not approve plans for proposed construction or modifications of existing structures unless the plans for such proposed construction or modifications comply with law or regulations imposed by applicable governmental entities; comply with the Declarations; and insure development of the Property consistent with prevailing standards within its area.

Section 5. Procedure for Review. The procedure for review by the Design Review Committee of members' plans shall be specified in the Declarations. Failure of the committee to approve or disapprove within the time specified by the Declarations, shall not, however, relieve or exempt a member from compliance with all applicable laws, regulations, and the Declarations.

ARTICLE VIII AMENDMENT TO BY-LAWS OR DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS

These By-laws and the Declarations may be amended by the Association in a duly constituted meeting called for such purpose and no amendment shall take effect unless approved as follows:

- a. Any amendment that would materially alter any of the requirements imposed by the governing body of Gallatin County, which requirements were made mandatory for the process of final subdivision approval, shall be approved by the governing body of Gallatin County prior to amendment.
- b. Any amendment must be recorded.
- c. By-laws may be amended upon a two-thirds majority vote of the total voting power of the Association.
- d. The Declarations may be amended only in accordance with the amendment procedures and requirements as established in the Declarations.



ARTICLE IX RECORDS AND REPORTS

Section 1. Maintenance and Inspection of Association Records. The membership register, books of account, and minutes of meetings of the Board of Directors and general membership meetings shall be available for inspection and copying by any member or by his or her duly appointed representative during regular business hours at the office of the Association.

Section 2. Annual Report to Members. The Association shall provide a written annual financial report to every member. Such report shall contain, in appropriate detail, the following: assets and liabilities, revenue or receipts of the Association, expenses or disbursements of the Association, and any information required by Montana Corporations Codes.

ARTICLE X INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

The Association may, to the maximum extent permitted by Montana law, indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was an agent of the Association. For purposes of this Article, an "agent" of the Association is or was serving at the request of the Association as director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

RIVER FARM ESTATES, INC., a Montana
Corporation

Dated: 1-14-08

By: Bradley J. Bean, Its: President
Bradley J. Bean

RETURN DOCUMENT TO:
American Land Title Company
1800 W. Koch, Bozeman, MT 59715
Order No: 1-98607

**FIRST AMENDMENT TO
DECLARATIONS OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE GALLATIN RIVER FARM**

The undersigned, River Farm Estates, Inc., a Montana Corporation, hereinafter referred to as "Declarant," hereby establishes and declares on behalf of itself, its successors and assigns, the following amendments to the Declarations of Protective Covenants and Restrictions, recorded on the 8th day of May, 2008, as Document 2299461 of the records of Gallatin County, Montana, hereinafter the "Declarations."

Recitals:

WHEREAS, Declarant is the owner of certain real property consisting of thirteen residential, and three commercial lots within Gallatin River Farm, which is a subdivision of Gallatin County, Montana, hereinafter referred to as the "Property", and more particularly described as follows, to-wit:

Residential lots SF1 through SF13, and commercial lots C1 through C3, of Gallatin River Farm North Subdivision, Phase 1, a tract of land being Tract A of Certificate of Survey No. 2648, located in the NE1/4 and SE1/4 of Section 9, Township 1 South, Range 4 East, P.M.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Gallatin County, Montana (Plat Reference: J-491)

WHEREAS, the Declarations of Protective Covenants and Restrictions were recorded on the 8th day of May, 2008, as Document 2299461, of the records of Gallatin County, Montana;

WHEREAS, the Declarant is desirous of amending the Declarations;

WHEREAS, as owner of 100% of the lots in the Gallatin River Farm subdivision, the Declarant is the sole Member of the Association, and owns sufficient number of lots to approve this amendment to the Declaration, as required under Article II and Article VII, Section 7 of said Declarations;

NOW THEREFORE, the Declarations of Protective Covenants and Restrictions for Gallatin River Farm shall be amended as follows:

1. Article V, E, Section 10 of the Declarations is hereby supplemented to include the following:

Notwithstanding the foregoing, an ATV may be used on Lot 13 solely for purposes of maintaining said lot.

FIRST AMENDMENT TO DECLARATIONS
THE GALLATIN RIVER FARM
PAGE 1

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Charlotte Mills - Gallatin County, MT MISC


2. Article V, E, Section 13 of the Declarations is hereby supplemented to include the following:

Notwithstanding the foregoing, Lot 13 may have no more than three horses and three chickens.

3. Article V, E, Section 15 of the Declarations is hereby amended in its entirety to read as follows:

Section 15. Each Lot Owner, shall be responsible for the conduct and actions of their guests using any common trail system or accessing the West Gallatin River via any common trail system or the Owner's lot. Guests shall only be permitted to use the common trail system or common areas when accompanied by a Lot Owner. Only pedestrian, horseback riding or bicycles shall be permitted on the common trail system or common areas. No motorized vehicles are permitted. Bicycle use shall not include the construction of jumps, race tracks or in any other use that disturbs the quiet enjoyment of the common area by others or disturbs the natural conditions.

4. Article V, E, Section 26 of the Declarations is hereby supplemented to include the following:

Notwithstanding any provision in the provision or the Declarations to the contrary, that portion of the common area designated as CA-6 on the Final Plat of Phase 1 Gallatin River North Major Subdivision, is intended to be open space only, and shall not be utilized by homeowners or their guests for trails, recreation, access to or from the Gallatin River, or to access lots within the subdivision or neighboring properties. Moreover, that triangular portion of the common area which is east of the canal running along the southwestern-most property boundary of Lot 13 is intended to be open space only, and shall not be utilized by homeowners or their guests for trails, recreation, or access to or from the Gallatin River. The common areas described in this provision may only be accessed by the homeowner's association for purposes of common area maintenance.

5. In addition to those requirements for amendment set forth in the original Declarations, the provisions set forth in Paragraphs 1 through 4 above may only be further modified with the consent of the owner of Lot 13.
6. Other than as set forth herein, all other restrictions set forth in the original Declarations of Protective Covenants and Restrictions, remain in full force and effect.

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J-491



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Charlotte Mills-Gallatin Co MTMISC 44.00

ROAD MAINTENANCE AGREEMENT

GALLATIN RIVER FARM NORTH HOMEOWNER'S ASSOCIATION, INC., a Montana Nonprofit Corporation, of 2320 Amsterdam Road, Belgrade, Montana, 59714 is the homeowner association for Gallatin River Farm North Subdivision, Belgrade, County of Gallatin, State of Montana, more particularly described in Exhibit A attached hereto and incorporated herein by reference.

COUNTRYSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., a Montana Nonprofit Corporation, of 257 Eze Street, Belgrade, Montana, 59714, is the homeowner association for Meadow View Subdivision (aka Countryside Estates), Belgrade, County of Gallatin, State of Montana, more particularly described in Exhibit B attached hereto and incorporated herein by reference.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above-referenced parties hereby enter into this agreement regarding road maintenance as follows:

1. Definition of "Shared Road"

The term "Shared Road" as used in this Agreement, means that segment of River Farm Road shared by both subdivisions and that extends from Amsterdam Road on the north to River Meadow Lane on the south.

2. Agreement for Maintenance and Repair

Both parties agree to share the costs and expenses of the cost of snow removal, and the maintenance and repair of the Shared Road. The scope and extent of such snow removal, repairs and maintenance shall be, prior to being undertaken, agreed upon by the parties hereto. The cost and expenses for such costs and expenses shall be borne two-thirds by Countryside Estates Homeowners Association, Inc, and one-third by Gallatin River Farm North Homeowner's Association, Inc.

IN WITNESS WHEREOF, this Road Maintenance Agreement has been executed on the day of February, 2008.

GALLATIN RIVER FARM NORTH HOMEOWNER'S ASSOCIATION, INC., a Montana Nonprofit Corporation	COUNTRYSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., a Montana Nonprofit Corporation
By <u>Brad Bean</u>	By <u>David Graham</u>
Its: <u>President</u>	Its: <u>President</u>

2299462

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Charlotte Mills-Gallatin Co MTMISC 44.00

STATE OF Montana)

: ss.

County of Gallatin)

On this 20 day of February, 2008, before me personally appeared David Bean* whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same, as President of Gallatin River Farm North Homeowners Association, Inc.



Christina Schindler
Notary Public for the State of Montana
Printed Name: Christina Schindler
Residing at: Bozeman
My commission expires: 2-4-2009

STATE OF Montana)

: ss.

County of Gallatin)

On this 20 day of February, 2008, before me personally appeared David Graham* whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same, as President of Countryside Estates Homeowner's Association, Inc.



Christina Schindler
Notary Public for the State of Montana
Printed Name: Christina Schindler
Residing at: Bozeman
My commission expires: 2-4-2009



Exhibit A

Gallatin River Farm North Legal Description

Tract of land located in the NE 1/4 and SE 1/4 of Section 9, Township 1 South, Range 4 East, P.M.M., Gallatin County, Montana.

From the North 1/4 corner of Section 9, T1S, R4E, PMM, Thence S00°00'43"E at a distance of 30.00' to the Point of Beginning.

Thence S00°00'43"E at a distance of 2600.19' along the mid section line of Section 9. Thence S00°00'43"E at a distance of 218.89' along said section line. Thence S59°51'49"E at a distance of 196.20. Thence S48°59'25"E at a distance of 242.34'. Thence S28°04'14"E at a distance of 213.18'. Thence S89°59'41"E at a distance of 1230.22'. Thence N25°58'43"E at a distance of 729.27'. Thence N00°25'26"E at a distance of 543.76' to a point of curvature. Thence on a curve to the right with a radial bearing of N63°39'30"E, length of 131.66', radius of 280.00' and delta of 26°56'29". Thence N00°25'26"E at a distance of 1941.42' to a point of the south R.O.W. Line of Amsterdam Road. Thence S89°46'26"W at a distance of 122.62' along said R.O.W.. Thence leaving said ROW S00°16'58"E at a distance of 202.67. Thence S89°43'24"W at a distance of 215.00', Thence N00°19'19"W at a distance of 202.61' to a point of the South Row line of Amsterdam Road. Thence along said ROW S89°44'09"W at a distance of 29.28'. Thence along said ROWS88°23'21"W at a distance of 1506.39'. Thence along said R.O.W. S89°24'44"W at a distance of 86.77'. Thence along said ROW N00°44'15"W at a distance of 42.08'. Thence along said ROW S89°41'31"W at a distance of 32.31' to the Point of Beginning.

Said Tract contains 142.252 Acres and is subject to all existing easements.

Exhibit BCountryside Estates Legal Description**2299462**Page: 4 of 4
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Charlotte Mills-Gallatin Co MTMISC 44.00

The East Half of the Northeast Quarter of the Northeast Quarter, the East Half of the Southeast Quarter of the Northeast Quarter, Section 9, Township 1 South, Range 4 East of P.M.M., EXCEPT that part conveyed to the state of Montana for highway right of way as recorded on Book 104 of Deeds, Page 411, records of the office of the Clerk and Recorder, Gallatin County, Montana, and the South Half of the Southwest Quarter of the Northwest Quarter of Section 10, Township 1 South, Range 4 East of P.M.M., Gallatin County, Montana, and further described as follows:

Commencing at the northeast corner of said Section 9; thence southerly $180^{\circ}52'03''$, assumed azimuth from north, 45.34 feet along the east line of the Northeast Quarter of said Section 9, to the point of beginning; thence southerly $180^{\circ}52'03''$ azimuth 1949.02 feet along said east line; thence easterly $089^{\circ}50'26''$ azimuth 1323.65 feet along the north line of the South Half of the Southwest Quarter of the Northwest Quarter of said Section 10; thence southerly $180^{\circ}48'37''$ azimuth 664.54 feet along the east line of said South Half of the Southwest Quarter of the Northwest Quarter; thence westerly $269^{\circ}48'37''$ azimuth 1324.27 feet along the south line of the Northwest Quarter of said Section 10; thence westerly $270^{\circ}22'30''$ azimuth 667.27 feet along the south line of the Northeast Quarter of said Section 9; thence northerly $000^{\circ}41'41''$ azimuth 2609.74 feet along the west line of the East Half of the Southeast Quarter of the Northeast Quarter and the west line of the East Half of the Northeast Quarter of the Northeast Quarter of said Section 9; thence easterly $089^{\circ}59'44''$ azimuth 675.13 feet along the south right-of-way line of Amsterdam Road to the point of beginning.

Area = 2,633,177 square feet, 60.4494 acres or 244,630.1 square meters. Subject to existing easements.

J-491

Return To

Name:

Address:

City, State, Zip:



**GALLATIN CITY-COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SERVICES
SUBDIVISION PLAT OR CERTIFICATE OF SURVEY
LOCAL HEALTH OFFICER APPROVAL
(Section 50-2-116(1)(i), Montana Codes Annotated)**

TO: Gallatin County Clerk and Recorder
311 W. Main
Bozeman, Montana

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as:

GALLATIN RIVER FARM NORTH, PHASE I

Tract A of COS 1239, the NW $\frac{1}{4}$ NE $\frac{1}{4}$, the SW $\frac{1}{4}$ NE $\frac{1}{4}$, the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, Township 1 South, Range 4 East, P.M.M., Gallatin County, Montana as found in the records of the Gallatin County Clerk & Recorder, consisting of 147.82 acres and subject to any existing easements.

Consisting of twenty-three parcels, with 13 lots (Lot 1, 3-12, C1, C2,&C3) having been reviewed by the Gallatin City-County Health Department, Environmental Health Services, with Lot 2 not subject to review because it is > 20 acres in size, with 6 Open Space tracts not subject to review under 17.36.605(2)(a) ARM, with Phase II tract being exempt under 17.36.605(2)(a) ARM, and with Lot 13 exempt from review under 76-4-125(2)(c) MCA, and,

THAT the approval of the Plat of said subdivision is made with the understanding that the following conditions shall be met:

THAT IN ADDITION to the requirements described on the MDEQ Certificate of Subdivision Plat Approval for **GALLATIN RIVER FARM NORTH, PHASE I**, E.Q.# 07-1674 dated October 29, 2007, any onsite wastewater treatment system siting, design and construction must comply with the Gallatin County Regulations for Wastewater Treatment Systems, and,

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Gallatin County, Montana
Local Health Officer Approval

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THAT when a new well is drilled, the top of the well casing shall be sealed with a screened, vented sanitary well seal which, when installed, creates a watertight seal to prevent the entrance of water or foreign material into the well.

THAT the replacement septic system for LOT 1 (GCCHD WWT Permit# 14935) shall be installed before 1/11/2009, and,

Pursuant to Section 76-4-122(2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and the local board of health under section 50-2-116(1)(i) MCA, before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this Local Health Officer Approval by attaching it to the (Plat or Certificate of Survey) filed in your office as required by law.

DATED this 29th day of October, 2007.

REVIEWED AND APPROVED BY:


Tim Roark, RS

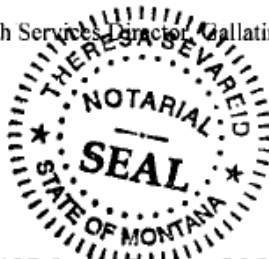
Environmental Health Services Director
Gallatin City-County Health Department

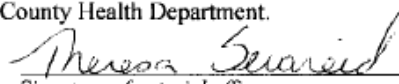
Notary:

State of Montana §

County of Gallatin §

This instrument was acknowledged before me on October 30, 2007 by Tim Roark RS,
Environmental Health Services Director, Gallatin City-County Health Department.




Signature of notarial officer

Notary Public for the State of Montana
Residing at Belgrade
My commission expires: June 20, 2010

cc: Robert Trousil PE, Bridger Engineers, P.O. Box 1363, Bozeman, MT 59771
Subdivision Program, MDEQ Permitting & Compliance Div., P.O. Box 200901, Helena, MT 59620-0901
Bradley Bean, 2320 Amsterdam Road, Belgrade, MT 59714

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Gallatin County, Montana
Local Health Officer Approval

J-491

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION APPROVAL
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder
Gallatin County
Bozeman, Montana

E.Q. # 07-1674

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as:
GALLATIN RIVER FARM NORTH, PHASE I

Tract A of COS 1239, the NW $\frac{1}{4}$ NE $\frac{1}{4}$, the SW $\frac{1}{4}$ NE $\frac{1}{4}$, the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, Township 1 South, Range 4 East, P.M.M., Gallatin County, Montana as found in the records of the Gallatin County Clerk & Recorder, consisting of 147.82 acres and subject to any existing easements.

Consisting of twenty-three parcels, with 13 lots (Lot 1, 3-12, C1, C2, & C3) having been reviewed by personnel of the Permitting and Compliance Division, with Lot 2 not subject to review because it is > 20 acres in size, with 6 Open Space tracts not subject to review under 17.36.605(2)(a) ARM, with Phase II tract being exempt under 17.36.605(2)(a) ARM, and with Lot 13 exempt from review under 76-4-125(2)(e) MCA, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT approval of the Plat of said subdivision is made with the understanding that the following conditions shall be met:

THAT the lot sizes as indicated on the Plat to be filed with the County Clerk and Recorder will not be further altered without approval, and,

THAT LOTS C1, C2 & C3 shall be used for a commercial business not to exceed 312 gpd design flow, LOT 1 shall be used for an existing single family dwelling, LOTS 4, 5, 6, 10 and 12 shall be used for one (1) single family dwelling limited to a maximum of 4-bedrooms and one (1) guest-cabin limited to a maximum of 2-bedrooms, and LOTS 3, 7, 8, 9, and 11 shall be used for one (1) single family dwelling limited to a maximum of 6-bedrooms, and,

THAT the Multiuser Wastewater Treatment System shall be operated and maintained by the Gallatin River Farm Homeowners Association according to the approved "Declaration of Residential Protective Covenants and Restrictions for The River Farm" which shall be filed with the Gallatin County Clerk & Recorder, and,

LOT 1:

THAT the existing well will be properly abandoned according to 36.21.670 ARM, and,

THAT the new individual water supply system will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, chapter 36, Sub-Chapters 1, 3 & 6 ARM, and the most current standards of the Department of Environmental Quality, and,

THAT the top of the well casing shall be sealed with a screened, vented sanitary well seal which, when installed, creates a watertight seal to prevent the entrance of water or foreign materials into the well, and,

THAT data provided indicates an acceptable water source at a depth of approximately 80 feet, and,

THAT the existing wastewater treatment system shall be properly abandoned according to Chapter 3, Gallatin City-county Health Code, Regulations for Wastewater Treatment Systems, and,

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THAT the new individual wastewater treatment system will consist of a septic tank, effluent filter and gravelless, pressure-dosed, subsurface drainfield of such size and descriptions as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3 & 6 ARM, and Gallatin City-County Regulations for Wastewater Treatment Systems, and shall be constructed in accordance with the approved plans and specifications, or by equivalent plans and specifications, and,

THAT the gravelless, pressure-dosed, subsurface drainfield shall have an absorption area of sufficient size to provide an application rate of 0.8 gallons per square foot per day, and,

THAT the onsite wastewater treatment system shall be protected from both vehicular traffic and livestock trampling, and,

LOTS C-1, C-2 & C-3:

THAT the individual water supply system will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, chapter 36, Sub-Chapters 1, 3 & 6 ARM, and the most current standards of the Department of Environmental Quality, and,

THAT the top of the well casing shall be sealed with a screened, vented sanitary well seal which, when installed, creates a watertight seal to prevent the entrance of water or foreign materials into the well, and,

THAT data provided indicates an acceptable water source at a depth of approximately 80-feet, and,

THAT the well location will need to be staked by the engineer prior to any construction on the Lot, and,

THAT the individual wastewater treatment system will consist of a septic tank, effluent filter and pressure-dosed, gravelless subsurface drainfield of such size and descriptions as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3 & 6 ARM, and Gallatin City-County Regulations for Wastewater Treatment Systems, and shall be constructed in accordance with the approved plans and specifications, and,

THAT the pressure-dosed, gravelless subsurface drainfield will be constructed in accordance with Department Circular DEQ-4 and the approved plans provided by Robert Trousil PE of Bridger Engineering, Bozeman, MT, or equivalent plans and specifications, and shall have an absorption area of sufficient size to provide for the following application rates:

LOT C-1	0.3 gpd/SF	LOT C-3	0.6 gpd/SF
LOT C-2	0.6 gpd/SF		

THAT the pressure-dosed, gravelless subsurface absorption trenches shall be excavated no deeper than 18-inches below natural ground surface, and,

THAT the drainfield and replacement drainfield locations will need to be staked by the engineer prior to any construction on the lot, and,

THAT for nondegradation purposes, the subsurface drainfield shall have an absorption area configured so that the LOT C-1 drainfield is a minimum of 68-feet and the LOT C 2 & LOT C3 drainfields are a minimum of 140 feet in length perpendicular to groundwater gradient flow as illustrated on the attached site plan, and,

THAT the onsite wastewater treatment system shall be protected from both vehicular traffic and livestock trampling, and,

THAT the commercial units on lots shall not dispose of hazardous/deleterious waste substances in the wastewater treatment system, and,

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THAT onsite wastewater treatment systems shall accept wastewater having a strength and chemical make-up typical of residential toilet, sink and shower waste. Any business, proposed or existing, which produces non-typical wastewater shall be evaluated on a case-by-case basis and shall be required to install a wastewater treatment system which adequately treats the wastewater stream, and,

THAT each commercial unit shall not service 25 or more people for more than sixty (60) days per year unless approval is first obtained from the Department for the expanded use.

LOTS 3, 4 & 5:

THAT the individual water supply system will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, chapter 36, Sub-Chapters 1, 3 & 6 ARM, and the most current standards of the Department of Environmental Quality, and,

THAT the top of the well casing shall be sealed with a screened, vented sanitary well seal which, when installed, creates a watertight seal to prevent the entrance of water or foreign materials into the well, and,

THAT data provided indicates an acceptable water source at a depth of approximately 80-feet, and,

THAT the well location will need to be staked by the engineer prior to any construction on the Lot, and,

THAT the individual wastewater treatment system will consist of a septic tank, effluent filter and pressure-dosed, gravelless subsurface drainfield of such size and descriptions as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3 & 6 ARM, and Gallatin City-County Regulations for Wastewater Treatment Systems, and shall be constructed in accordance with the approved plans and specifications, and,

THAT the pressure-dosed, gravelless subsurface drainfield will be constructed in accordance with Department Circular DEQ-4 and the approved plans provided by Robert Trousil PE of Bridger Engineering, Bozeman, MT, or equivalent plans and specifications and shall have an absorption area of sufficient size to provide for the following application rates (plus a 25% reduction for use of gravelless chambers):

LOT 3	0.5 gpd/SF	LOT 5	0.8 gpd/SF
LOT 4	0.4 gpd/SF		

THAT the pressure-dosed, gravelless subsurface absorption trenches shall be excavated no deeper than 18-inches below natural ground surface, and,

THAT the drainfield and replacement drainfield locations will need to be staked by the engineer prior to any construction on the lot, and,

THAT for nondegradation purposes, the subsurface drainfield shall have an absorption area configured so that the LOT 4 drainfield is a minimum of 90-feet and the LOT 3 & LOT 5 drainfields are a minimum of 60-feet in length perpendicular to groundwater gradient flow as illustrated on the attached site plan, and,

THAT the onsite wastewater treatment system shall be protected from both vehicular traffic and livestock trampling, and,

LOTS 6-12:

THAT the individual water supply system will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, chapter 36, Sub-Chapters 1, 3 & 6 ARM, and the most current standards of the Department of Environmental Quality, and,

THAT the top of the well casing shall be sealed with a screened, vented sanitary well seal which, when installed, creates a watertight seal to prevent the entrance of water or foreign materials into the well, and,

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E.Q. # 07-1674



THAT data provided indicates an acceptable water source at a depth of approximately 80-feet, and,

THAT the well location will need to be staked by the engineer prior to any construction on the Lot, and,

THAT Lots 6, 7, 8, 9, 10, 11 and 12 will be served by extension and connection to a multi-user on-site wastewater treatment system, and,

THAT the multi-user wastewater treatment system will be installed, owned, operated and maintained by the owner until such time as it is taken over by the **River Farm Homeowner's Association, Inc.**, and,

THAT the individual sewage treatment system for Lots 6, 7, 8, 9, 10, 11 and 12 shall consist of a 2,600 gallon septic tank with an effluent filter and a 1,300 gallon pump tank followed by a connection to a low pressure private sewer system, and,

THAT the pump for all individual sewage treatment systems for each lot connected to the multi-user wastewater treatment system shall be sized by a Professional Engineer registered in the State of Montana to insure that the pump size is adequate to meet the pressure requirements of the low pressure sewer system, and, that a Gallatin County Septic Permit is required for each connection, and,

THAT the extensions to the multi-user wastewater treatment system will consist of approximately 2,010 lineal feet of 1.5-inch DR-17 HDPE Sewer Force Main; 8 HDPE risers with 8 clean-outs and 8 air-bleed valves; one(1) 2,000 gallon Xerxes dose tank with dual pumps located in an external dry tank adjacent to the dose tank and appurtenances, followed by a pressure-dosed subsurface infiltrator drainfield, located by easement on Lot 2 and sized based upon an application rate of 0.6 gallons per day per square foot with a 25% final size reduction allowed for use of infiltrator chambers and shall have fourteen(14) laterals, each 105-feet in length with an end manifold and shall be constructed in accordance with the approved plans and specifications prepared by Robert Emil Trousil PE #14228PE of Bridger Engineers, Inc., of Bozeman, dated 7/03/07, last revised 8/13/07 and received by the Department on 8/29/07, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum high water level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the daily wastewater flow into the multi-user wastewater treatment system shall not exceed 3,525 gallons per day, and,

THAT project certification shall be accompanied by a complete set of "as-built" drawings bearing the signature and seal of the professional engineer, and, a copy of the final Operation & Maintenance Manual for the multi-user wastewater treatment system, and,

THAT the stormwater conveyance and retention structures shall be constructed in accordance with the approved plans and specifications prepared by Robert Emil Trousil PE #14228PE of Bridger Engineers, Inc., of Bozeman, and,

ALL LOTS:

THAT the bottom of the drainfield shall be at least four (4) feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

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THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT if construction disturbance will exceed 1-acre, a construction stormwater permit from the department will be required, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer shall provide the purchaser of the property with a copy of the Certificate of Survey approved location of the water supply and sewage treatment systems as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

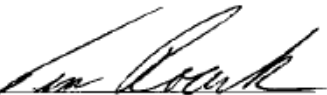
THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapter 1, 3 & 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122(2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

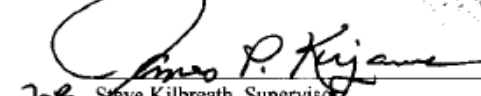
YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 29th day of October, 2007.

REVIEWED AND APPROVED BY:


Tim Roark, RS
Environmental Health Services Director
Gallatin City-County Health Department

RICHARD OPPER
DIRECTOR


for Steve Kilbreath, Supervisor
Subdivision Review Section
Permitting and Compliance Division
Department of Environmental Quality

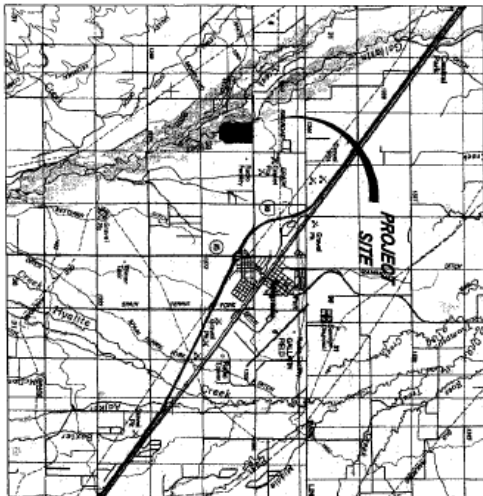


Owner's Name: Bradley Bean

- The following specifications and code apply and supersede those listed and specified:
- ACI 318-99 Building Code Requirements for Reinforced Concrete
- ACI 308R-99 Building Code Requirements for Shored Concrete
- Uniform Building Code, 1997 Edition
- National Building Code, 1999 Edition
- NFPA, Local Ordinances and Rules, for State Plumbing Code
- MUTC, 1988 Edition & Revision 1, 1993

The Contractor is requested to give 24 hour notice to all utilities within the project area of pending construction. Existing utilities may exist at locations not shown on this plan. A location of each system has been set up to facilitate requests for underground facility locate information. The Contractor is cautioned that all utilities are WFO on this system. The on call dispatcher number is 1-800-624-5555.

UNIMATED & UNREPAIRED LOSS IN W. & TR. Section 8, Township 7 South, Range 4 East,
P.M.M., Goshute County, Nevada.



VICINITY MAP (Scale: 1" = 1 Mile)

IN GENERAL, THE PROJECT INCLUDES THE CONSTRUCTION OF A SEWER MAIN EXTENSION

The Work is to be financed by MGN-PUBLIC funds. Bids are by invitation only. The Owner reserves the right to negotiate a final contract with any Contractor invited to submit a proposal and further reserves the right to reject any and all proposals and to make improvements.

- Engineer or Owner shall not be responsible for the means, methods, techniques, or procedures of construction selected by Contractor.
- Engineer or Owner shall not be responsible for safety precautions and programs required by law of Contractor.
- It is the sole responsibility of Contractor to attend, maintain, and supervise all safety precautions and programs in connection with the Work.
- It is the sole responsibility of Contractor to install and maintain, modify, alter, remove, and replace all safety precautions and programs required by law of Contractor, including safety signs, temporary signals and other protective devices that conform to "Traffic Control in Construction and Maintenance" Manual Zones or published by the Federal Highway Administration.

COMMUNITY WASTEWATER SYSTEM

BELGRADE, MONTANA

OWNER:

Bradley & Jacqueline Bean
2320 Amador Road
Berkeley, CA 94714

JULY, 2007

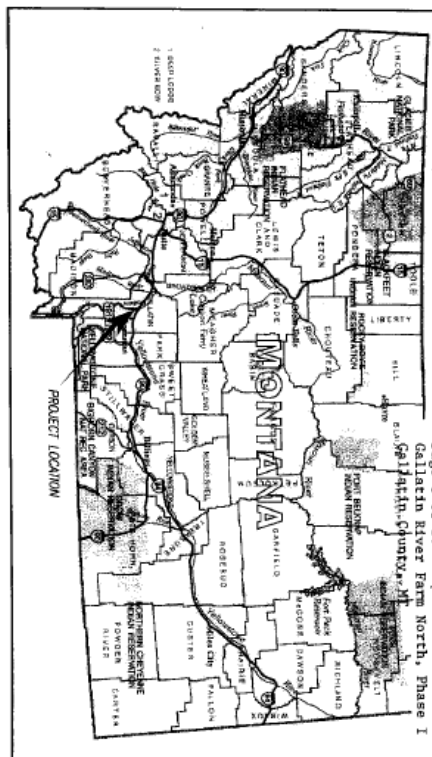
CIVIL and STRUCTURAL ENGINEERING
PROJECT MANAGEMENT

BRIDGER ENGINEERS, INC.

2150 Analysis Drive
BOZEMAN, MONTANA 59718
Ph# (406) 585-0590
Fax# (406) 582-1051

Ph# (406) 585-0590
Fax# (406) 582-1057

DEPT. OF ENVIRO. QUALITY REVIEW SET
EQ #07-1674



Page 6 of 16 EQ# 07-1674
Gallatin River Farm North, Phase I

SHEET INDEX

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AT THE PUBLIC MEETING OF THE BOARD OF DIRECTORS OF THE CITY OF NEW YORK, HELD AT THE CITY CLERK'S OFFICE, ON THE 11TH DAY OF JANUARY, 1901.



Reviewed by the Local Reviewing Authority
Under contract with the

1

Department of Environmental Quality/PCD

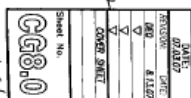
Legal Reviewer: Debra J. Haddock, J.D. Date: 10/29

Date _____

Accepted under contract

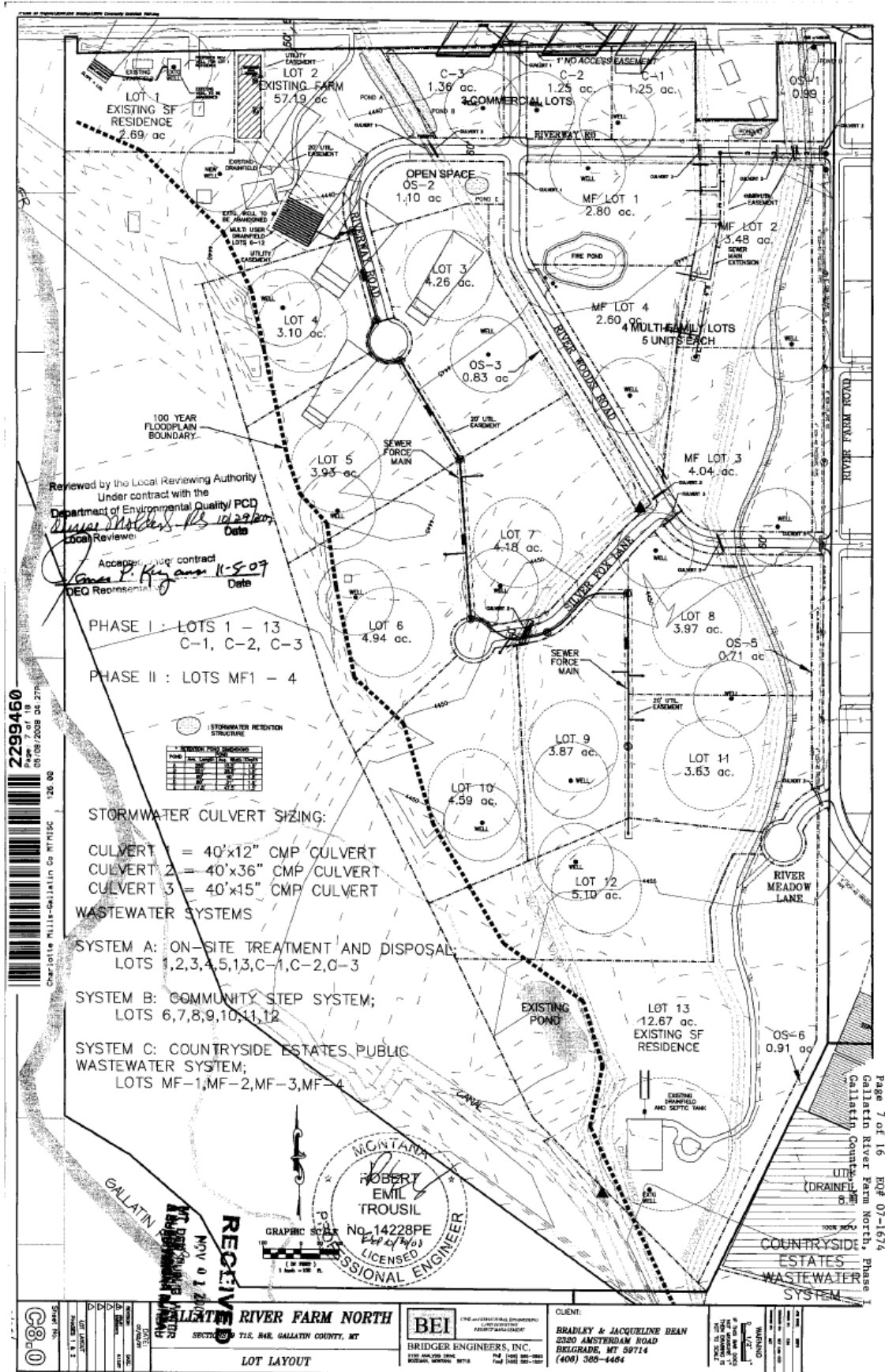
 Date _____
 DEQ Representative _____

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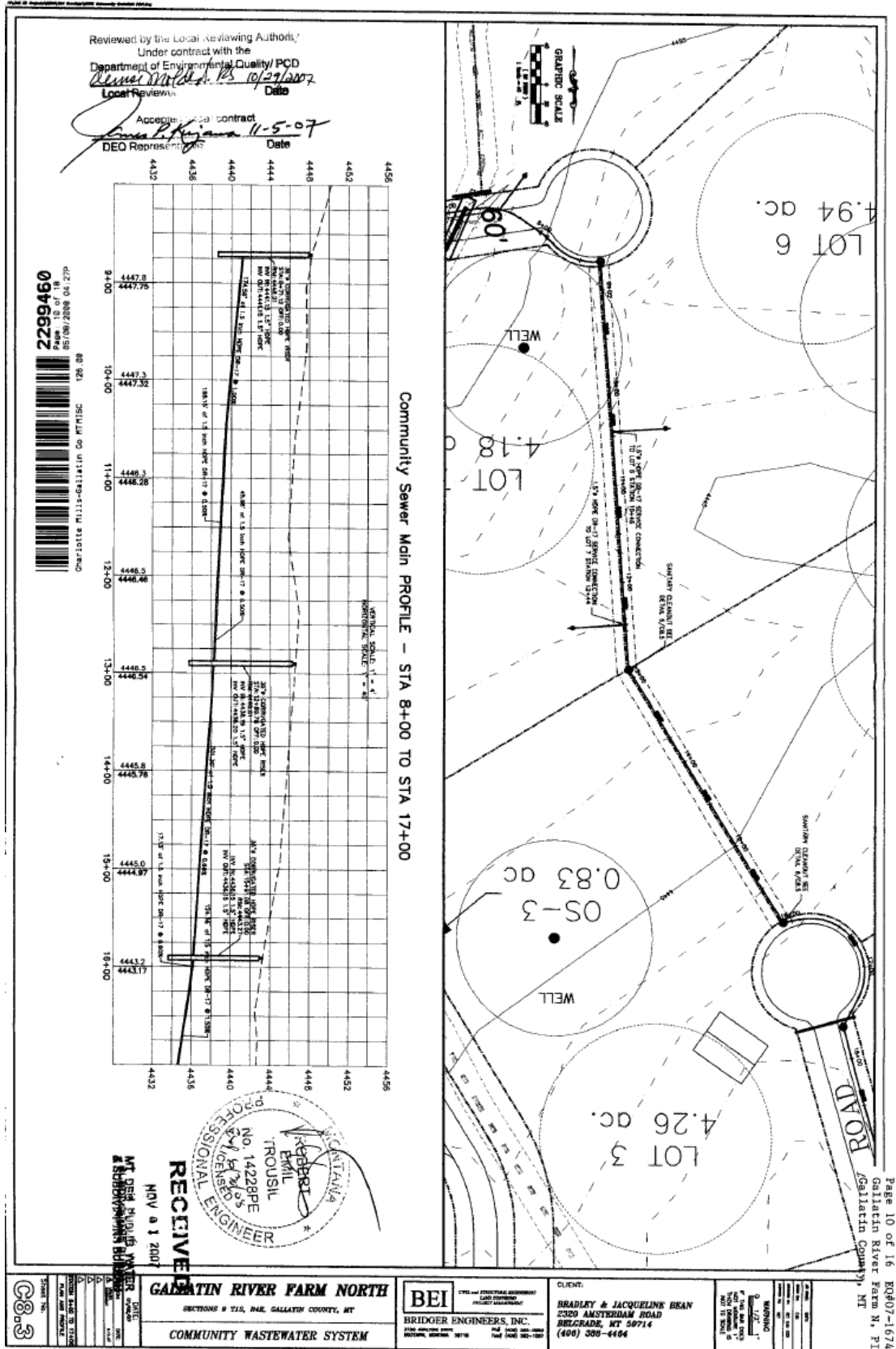


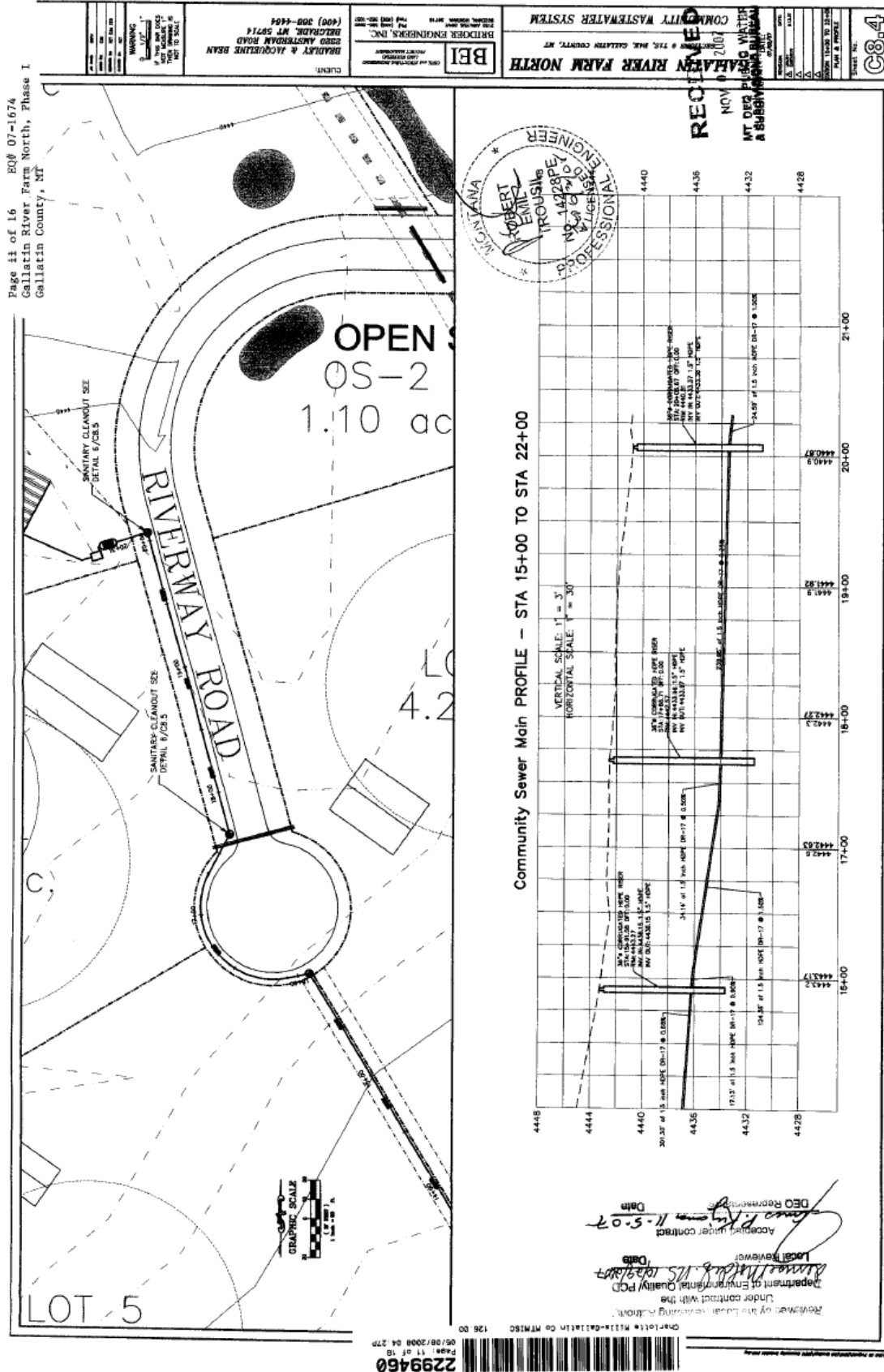
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Page: 6 of 18

Charlotte Mills-Gallatin Co MT MISC	128.00
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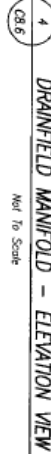
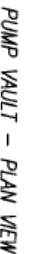








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Page 13 of 16 EQ# 07-1674
Gallatin River Farm North, Phase I
Gallatin County, MT

Department of Environmental Quality/PC
Dennis Holden, NS 10/29/

Local Reviewer _____ Date _____
Accepted under contract _____
DEQ Representative Chris P. Kuyama 11-5-07 Date _____

A circular professional engineer seal for the State of Indiana. The outer ring contains the text "STATE OF INDIANA" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The center of the seal contains the name "ROBERT J. EMILL" in a stylized font, with "EMILL" on the second line. Below the name is the word "LICENSED" in a smaller font. To the left of the name is the number "No. 14228PE". A signature is written across the seal, overlapping the name and the word "LICENSED".

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U.S. WATER
AIR QUALITY

GALLATIN RIVER FARM NORTH
SECTIONS 9 OF T15, R4E, GALLATIN COUNTY, MT
COMMUNITY WASTEWATER SYSTEM

BEI CIVIL AND STRUCTURAL ENGINEERING
LAND AND MARINE
PROJECT MANAGEMENT

BRIDGER ENGINEERS, INC.
2150 ANALYSTS DRIVE
BOZEMAN, MONTANA 59718
PH (406) 586-0880
FAX (406) 582-1087

CLIENT:
BRADLEY & LACQUELINE BEAN
2320 AMSTERDAM ROAD
BELGRADE, MT 59714
(406) 386-4464

WARNING

THIS SAW CUTS
NOT ADJUSTING 1"
THEY DANGEROUS
NOT TO SCALE

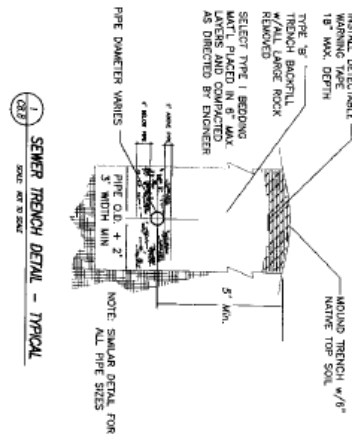
58.7 Sheet No.	REVISIONS NO. DATE BY	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518
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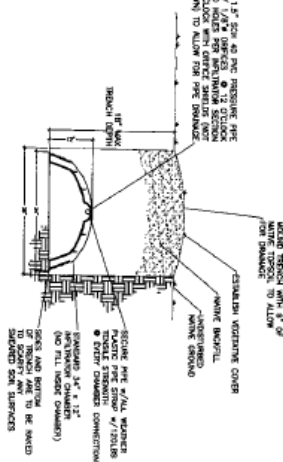
Chandler & Miller Co. MTRISC 126 00
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Page 14 of 18
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Authorizing agency, including approval number, and date of approval. The approval number is the number assigned to the project by the agency.

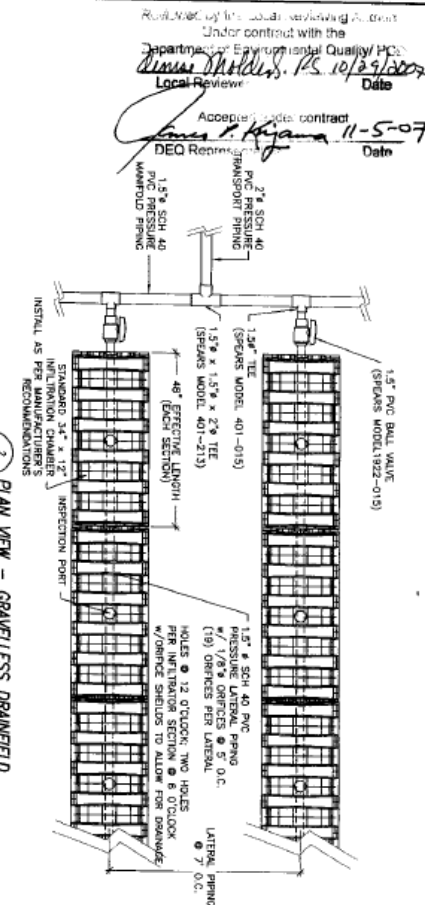
Page 15 of 16 EQ# 07-1674
Gallatin River Farm North, Phase I
Gallatin County, MT



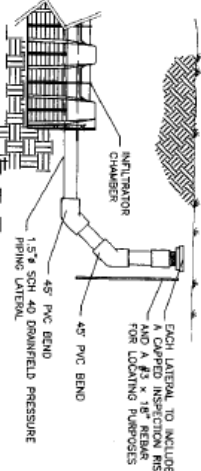
1 SEWER TRENCH DETAIL - TYPICAL
SCALE: 1/2\"/>



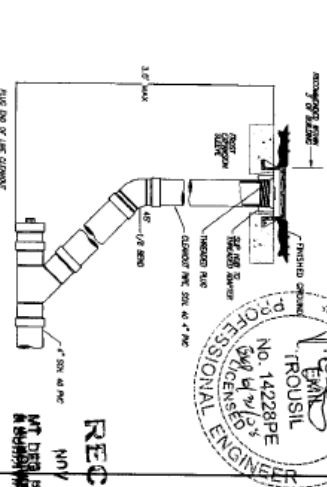
3 DRAINFIELD TRENCH DETAIL
SCALE: NOT TO SCALE



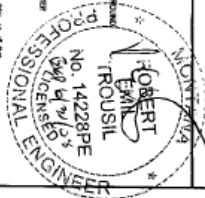
2 PLAN VIEW - GRAVELLESS DRAINFIELD
SCALE: NOT TO SCALE



4 DRAINFIELD CLEANOUT DETAIL
SCALE: NOT TO SCALE

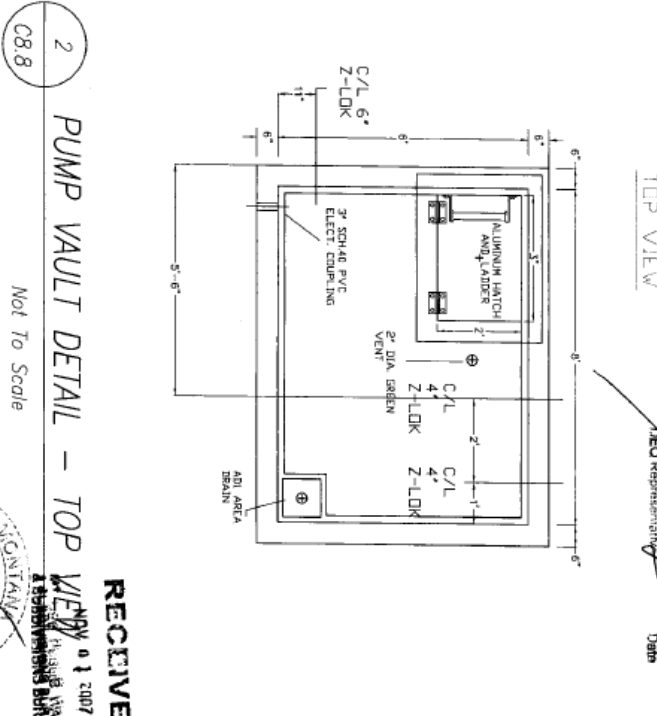


5 SAN. SEWER CLEANOUT
SCALE: NOT TO SCALE



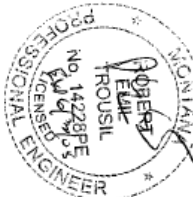
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<p>BRIDGER ENGINEERS, INC. 2320 AMSTERDAM ROAD BELGRADE, MT 59714 (406) 386-4464</p>	<p>CLIENT: BRADLEY BEAN 3320 AMSTERDAM ROAD BELGRADE, MT 59714 (406) 386-4464</p>	<p>PROJECT: GALLATIN RIVER FARM NORTH INDIVIDUAL LOTS R3 - 5 T15, R4E, GALLATIN COUNTY, MT</p>
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Page 16 of 16 EQ# 07-1674
Gallatin River Farm North, Phase I
Gallatin County, MT

Accepted, signed contract
Date 11-5-07
CEO Representative Anna P. Ryan



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	SHEET NO. _____ OF _____	DATE _____ BY _____	PROJECT NO. _____ PROJECT NAME _____	APPROVED _____ DATE _____	TITLE _____	SCALE _____	DRAWING NO. _____	PROJECT NO. _____ PROJECT NAME _____	CLIENT: _____	PROJECT NO. _____ PROJECT NAME _____	DRAWING NO. _____
	SHEET NO. _____ OF _____	DATE _____ BY _____	PROJECT NO. _____ PROJECT NAME _____	APPROVED _____ DATE _____	TITLE _____	SCALE _____	DRAWING NO. _____	PROJECT NO. _____ PROJECT NAME _____	CLIENT: _____	PROJECT NO. _____ PROJECT NAME _____	DRAWING NO. _____

SUBDIVISION SIGNIFICANCE DETERMINATION CHECKLIST MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)		
Subdivision Name <u>Gallatin River Farm North, Phase I</u>		
EQ Number <u>07-1674</u>		Date Reviewed <u>10/24/2007</u>
Reviewer <u>Moldroski (Gallatin CCHD reviewer)</u>		2nd Reviewer _____
Determination: <u>Significant</u> XX <u>Non-Significant</u> <u>Incomplete</u> rev. 01/2000		
Part I: Applicability/Exclusions	YES/NI	Notes / Basis for decision.
ARM 17.30.701(1) & 75-5-103(9), MCA 1. Are any high quality waters affected? (Include downstream and downgradient) If NO, the nondegradation requirements are not applicable.	YES	
ARM 17.30.702(16) & 17.30.705(1) 2. New or increased source of pollutants? If NO, the nondegradation requirements are not applicable.	YES	Creating 23 parcels out of 147.82 acres. 6 Open Space lots < 20 acres in size, 3 commercial lots < 20 acres, 12 SFD lots < 20 acres, 1 farm lot > 20 acres, one PHASE II Parcel < 20 acres in size. Two of the lots (Lots 1 & 13) contain existing developments, with Lot 13 being exempt from review. Lot 6 contains an old farmhouse proposed to be abandoned. Phase II Parcel will be developed later with multifamily units hooked up to the public wastewater system in the subdivision to the east (Countryside Estates). I assume they will exempt the Phase II Parcel at this time. Lots 1,3,4,5,C-1,C-2 & C-3 are proposed for onsite well and standard PD DF septic systems. The southern 7 lots (Lots 6-12) were denied onsite systems due to nondeg concerns, and so a MU wwt system was proposed to be located on Lot 2 to serve these lots, with Lots 7,8,9 & 11 proposed for one 6-bd SFD and Lots 6,10 & 12 proposed for one 4-bd SFD + one 2-bd GH. Minimum length drainfield laterals needed to meet nondegradation.
3. Activity categorically excluded under ARM 17.30.716 or 75-5-317, MCA? If YES, the Activity is Non-Significant.	NO	
4. Non-Significant under ARM 17.30.715(3)? (Public Notice Required) If YES, the Activity is Non-Significant.	NO	
ARM 17.30 sub-chapter 5 5. Is this determination contingent upon granting a mixing zone? If YES, determine if a mixing zone can be granted before going on to Part II. If NO, continue on to Part II.	YES	All drainfields approved with Source specific Mixing Zones of 200 feet.
Part II: Significance Determination	YES/NI	Notes / Basis for decision.
ARM 17.30.715(1)(a) 6. Change in mean monthly flow of the surface water > 15%, or change in 7Q10 flow > 10%.	NO	
ARM 17.30.715(1)(b) 7. Concentration of carcinogen or parameter with BCF > 300 in discharge greater than receiving water.	NO	
ARM 17.30.715(1)(c) 8. Increase in toxics or nutrients > trigger value and concentration after mixing > 15% of lowest applicable standard. For nutrients, if the answer is YES, the criteria in question #10 must also be exceeded for the activity to be significant.	NO	RECEIVED NOV 01 2007 MT DEP PUBLIC WATER & SUBDIVISIONS BUREAU
ARM 17.30.715(1)(f) 9. Increase of a harmful parameter > 10% of applicable standard and existing water quality > 40% of applicable standard.	NO	
ARM 17.30.715(1)(g) 10. Measurable effect on a beneficial use or measurable changes in aquatic life or ecological integrity from a narrative parameter.	NO	
11. Increase in nitrate-nitrogen in groundwater at a mixing zone boundary exceeds that allowed in ARM 17.30.715(1)(d).	NO	Hydraulic Conductivity: 243.86 (onsite pump testing) Hydraulic Gradient and Direction: 0.014 ft/ft; N35°W (site specific measurements) Background Nitrate: 0.20 mg/L Cumulative Effects Considered: yes, worst case line starts with MU DF on Lot 2 and proceeds through Lot C-3, and then through 11 more lots to the north before the



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Charlotte Mills-Gallatin Co MTMISC 125.00

		<p>Increment is changing so slowly that it is unlikely to reach 10 ppm after that.</p> <p>Worst Case Nt cum for MUDF, C-3, Tract 2 MS249A, Tract 2 MS402, Tract 3 MS402, Lot 5A High K, Lot 15, High K, Lot 4 Claire, Lot 3 Claire Sub, Lot 2 Claire Sub, Lot 1 Claire Sub, Lot 1 Royal K Sub & Lot 4 Wells BR was 2.18, 0.86, .084, 3.57, 3.64, 3.85, 3.84, 3.82, 3.91, 4.00, 4.20, 4.97 & 4.66 mg/L nitrate respectively.</p>
<p>ARM 17.30.715(1)(e)</p> <p>12. Increases in phosphorus in groundwater where adsorptive capacity of soils will be exceeded within 50 years and will reach surface water, or the activity does not employ department approved water quality protection practices.</p>	NO	<p>Surface Water: Gallatin River (nearest ditches are losing and groundwater depth is > 20 feet BGS)</p> <p>Distance to Surface Water: ~ 3 miles along the gradient, but used 500 feet as default distance value in calculation, unless next downgradient DF was < than that.</p> <p>Cum line: MU DF on Lot 2 to C-3 to Tract 2 MS249A was 97 yrs, 43 yrs and 136 years respectively.</p> <p>Cum line: C2 to Tract 4MS249A was 229 yr and 154 yrs respectively</p> <p>Cum line: C1, R3, & R4 using 500+ ft to next DF = 106 yrs, 105 yrs & 102 yrs respectively</p> <p>Cum line: R5 to R3 was 52 yrs.</p>
13. Significant under ARM 17.30.715(2)?	NO	
<p>If any answer to Questions #6 through #13 is YES, the Activity is Significant (except for question #8 as applied to nutrients).</p>		

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**MT DSG PUBLIC WATER
& SUBDIVISIONS BUREAU**



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Page: 18 of 18
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Charlotte Mills-Gallatin Co MTMISC 126.00

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Return To
Name:
Address:
City, State, Zip:

2385350

Page: 1 of 2 03/30/2011 02:13:06 PM Fee: \$14.00
Charlotte Mills - Gallatin County, MT MISC

**GALLATIN CITY-COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SERVICES
SUBDIVISION PLAT OR CERTIFICATE OF SURVEY
LOCAL HEALTH OFFICER APPROVAL
(Section 50-2-116(1)(i), Montana Codes Annotated)**

TO: Gallatin County Clerk and Recorder
311 West Main
Bozeman, Montana

GCCHOA # 09-051

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as:

GALLATIN RIVER FARM NORTH MAJOR SUBDIVISION, PHASE II

A tract of land located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and Tract A of COS NO.1239 located in Section 9, Township 1 South, Range 4 East, P.M.M., Gallatin County, Montana as found in the records of the Gallatin County Clerk & Recorder, consisting of 147.82 acres (of which Phase II is 13.40 acres) and subject to any existing easements.

Consisting of four (4) lots which have been reviewed by the Gallatin City-County Health Department, Environmental Health Services, and,

THAT the approval of the Plat of said subdivision is made with the understanding that the following conditions shall be met:

THAT IN ADDITION to the requirements described on the Montana Department of Environmental Quality Certificate of Subdivision Plat Approval for GALLATIN RIVER FARM NORTH MAJOR SUBDIVISION, PHASE II, E.Q. # 08-1078, any onsite wastewater treatment system siting, design and construction must comply with the Gallatin County Regulations for Wastewater Treatment Systems, and,

THAT when a new well is drilled, the top of the well casing shall be sealed with a screened, vented sanitary well seal which, when installed, creates a watertight seal to prevent the entrance of water or foreign material into the well.

Pursuant to Section 76-4-122(2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and the local Board of Health under Section 50-2-116(1)(i) MCA, before filing a subdivision plat with the county Clerk and Recorder.


Page 1 of 2
Gallatin River Farm North Major Subdivision, Phase II
Gallatin County, Montana
Gallatin City-County Health Officer # 08-1078

2385350 Page 2 of 2 03/30/2011 02:13:06 PM

YOU ARE REQUESTED to record this Local Health Officer Approval by attaching it to the Plat filed in your office as required by law.

DATED this 31st day of December, 2008.

REVIEWED AND APPROVED BY:


Tim Roark, R.S.
Environmental Health Services Director
Gallatin City-County Health Department

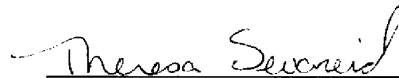
Notary:

State of Montana

County of Gallatin

This instrument was acknowledged before me on December 31, 2008 by Tim Roark, R.S.,
Environmental Health Services Director, Gallatin City-County Health Department.




Signature of notarial officer
Printed Name Theresa Severeid
Notary Public for the State of Montana
Residing at Belgrade
My commission expires: June 20, 2010

CC Original: Bob Trousil PE, Bridger Engineers Inc., 2150 Analysis Drive, Bozeman, MT 59718
Subdivision Program, MDEQ Permitting & Compliance Div., P.O. Box 200901, Helena, MT 59620-0901
Bradley Bean, 2320 Amsterdam Road, Belgrade, MT 59714

Page 2 of 2
Gallatin River Farm North Major Subdivision, Phase II
Gallatin County, Montana
Gallatin City-County Health Officer # 08-1078

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Page: 1 of 14 03/30/2011 02:13:05 PM Fee: \$98.00
Charlotte Mills - Gallatin County, MT MISC

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder E.Q. #08-1078
Gallatin County 08-05gal
Bozeman, Montana

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Gallatin River Farm North Major Subdivision, Phase II:**

A tract of land located in the NW1/4NE1/4, SW1/4NE1/4, W1/2NE1/4NE1/4, W1/2SE1/4NE1/4, and Tract A of COS 1239 of Section 9, Township 1 South, Range 4 East, PMM., Gallatin County, Montana

consisting of four(4) lots which have been reviewed by personnel of the Permitting and Compliance Division, and,

THAT the documents and data required by ARM Title 17 Chapter 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the plat is made with the understanding that the following conditions shall be met:

THAT the lot size as indicated on the plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT the each lot shall be used for five(5) Condominium Units in one(1) building, limited to 3-bedrooms each, and,

THAT each lot will have one(1) on-site multi-user water supply system that will serve the five(5) unit condominium building on that lot, and,

THAT each lots multi-user on-site water supply system will consist of one(1) new well constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality; and

THAT the multi-user on-site water supply system will consist of a heated pump house, variable speed pumps and appurtenances and shall be constructed in accordance with the approved plans and specifications prepared by Robert Emil Trousil PE #14228PE of Bridger Engineers, Inc., of Bozeman, dated 10/19/07 and received by the Department on 11/01/07, and,

THAT data provided indicates an acceptable water source at a depth of approximately 25 to 100-feet, and,

THAT ultraviolet disinfection for any of the multi-user wells is required if the static water level of the well is at 25-feet or less below the natural ground surface and the disinfection unit shall be constructed in accordance with the approved plans and specifications prepared by Robert Emil Trousil PE #14228PE of Bridger Engineers, Inc., of Bozeman, dated 10/19/07 and received by the Department on 11/01/07, and,

Page 2 of 3

Gallatin River Farm North Major Subdivision, Phase II

Gallatin County

E.Q.#08-1078

THAT each Multi-User Water Supply System shall not serve more than 24 persons, and

THAT the Multi-User Water Supply System will be owned, operated and maintained by the owner, until such time as the **Gallatin River Farm Homeowner's Association** takes over ownership, and,

THAT each lot will be served by extension & connection to the Countryside Estates Subdivision Community Wastewater Treatment system, and,

THAT the individual sewage treatment system shall consist of a minimum 1,000 gallon septic tank with an effluent filter for each condominium unit; if units are combined, the size of the septic tank increases accordingly (i.e., 2-units in 1-building requires a 2,000 gallon septic tank; 3-units in 1-building requires a 3,000 gallon septic tank capacity (smaller tanks may be connected in series to meet the required capacity); 5-units in 1-building requires a 5,000 gallon septic tank capacity, etc); followed by connection to an effluent only gravity sewer system, and,

THAT the extensions to the public wastewater treatment system shall consist of approximately 360 lineal feet of 4-inch SDR 35 PVC gravity sewer main; 470 lineal feet of 6-inch SDR 35 PVC gravity sewer main; 3 new manholes and appurtenances, constructed in accordance with the approved plans and specifications prepared by Robert Emil Trousil PE #14228PE of Bridger Engineers, Inc., of Bozeman, dated 10/19/07 and received by the Department on 11/01/07, and,

THAT the stormwater conveyance and retention structures will be constructed in accordance with the Department approved plans and specifications, prepared by Robert Emil Trousil PE #14228PE of Bridger Engineers, Inc., of Bozeman, and,

THAT construction will be completed within three years of the date of this approval. If more than three years pass before beginning construction, it shall be necessary to resubmit the plans and specifications. This expiration period does not extend any compliance schedule requirements pursuant to enforcement action against a public water/sewage system, and,

THAT within 90 days after construction is completed upon a public water system, wastewater system, or storm drainage system, or upon an extension of or addition to such a system, the professional engineer shall certify to the Department that the construction, alteration or extension was completed in accordance with the plans and specifications approved by the Department, and,

THAT project certification shall be accompanied by a complete set of "as-built" drawings bearing the signature and seal of the professional engineer, and,

THAT water supply and sewage treatment systems will be located as shown on the approved plans, and,

THAT the plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Sub-Chapters 3 and 9, and,

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Page 3 of 3

Gallatin River Farm North Major Subdivision, Phase II

Gallatin County

E.Q.#08-1078

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

YOU ARE REQUESTED to record this certificate by attaching it to the plat filed in your office as required by law.

DATED this 29th day of December, 2008.

Richard H Opper
Director

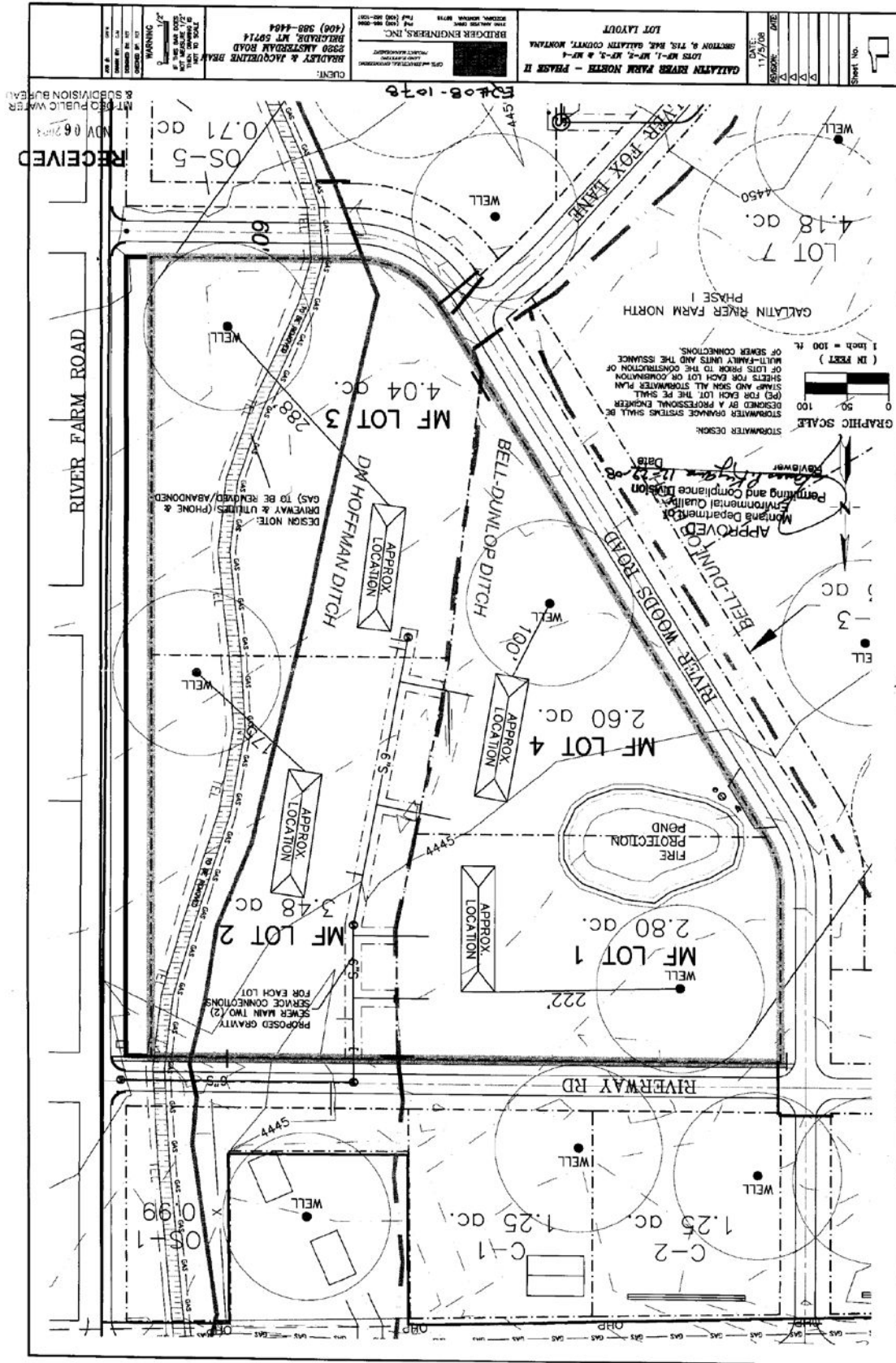
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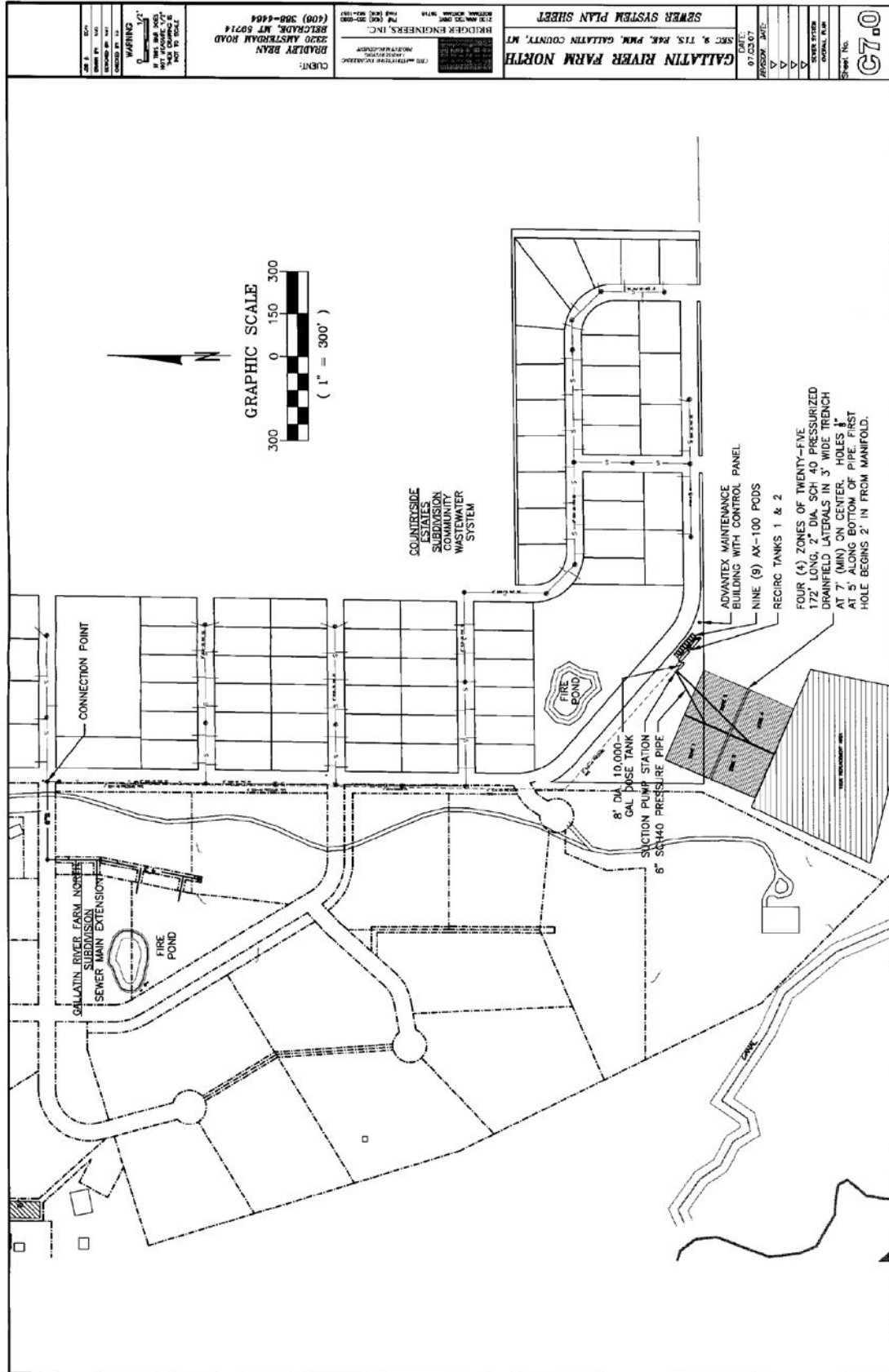
For

Steve P. Kilbreath
Steve Kilbreath, Supervisor
Subdivision Review Section
Permitting and Compliance Division
Department of Environmental Quality

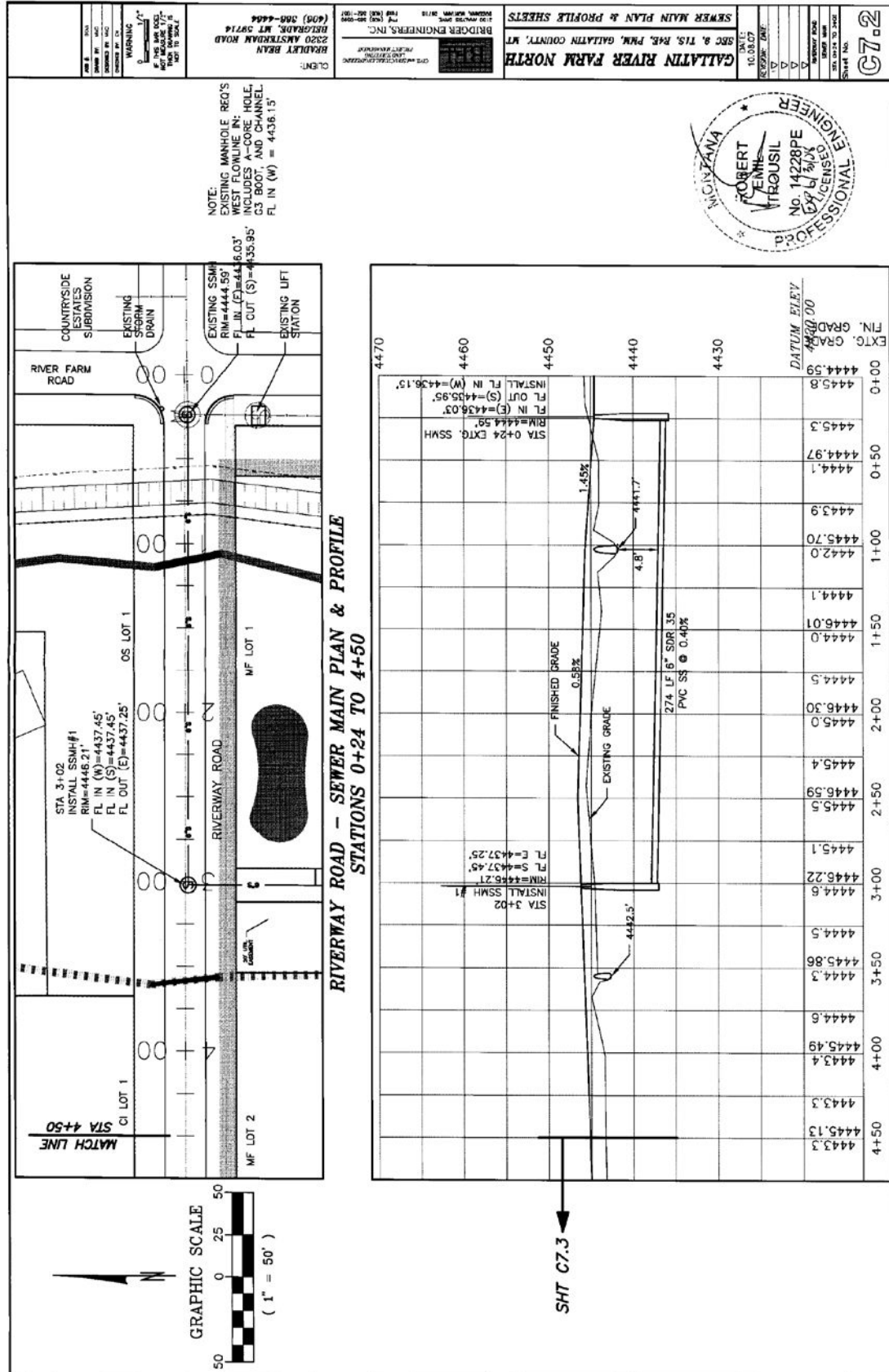


Owner's Name: Bradley & Jacqueline Bean





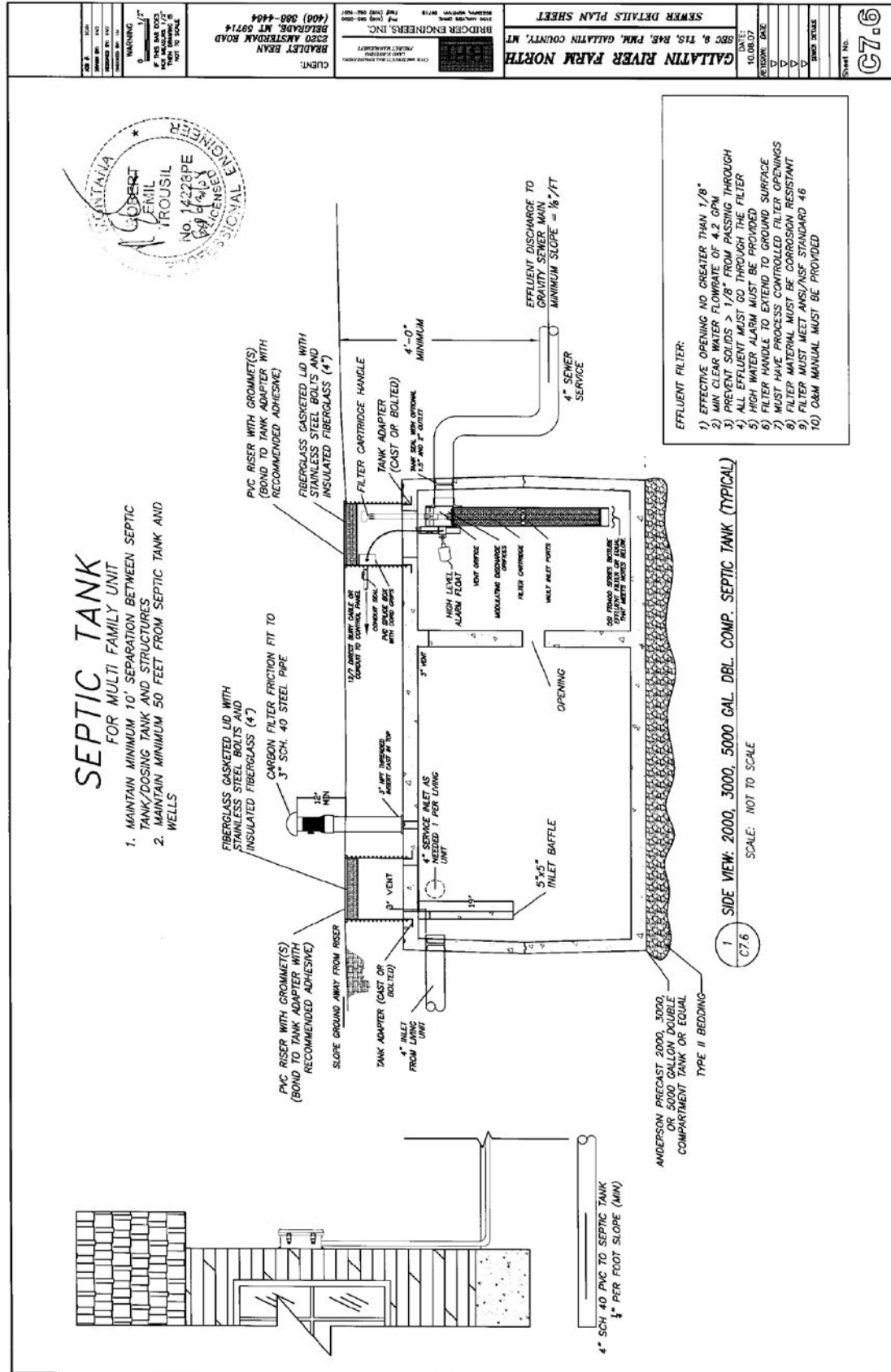


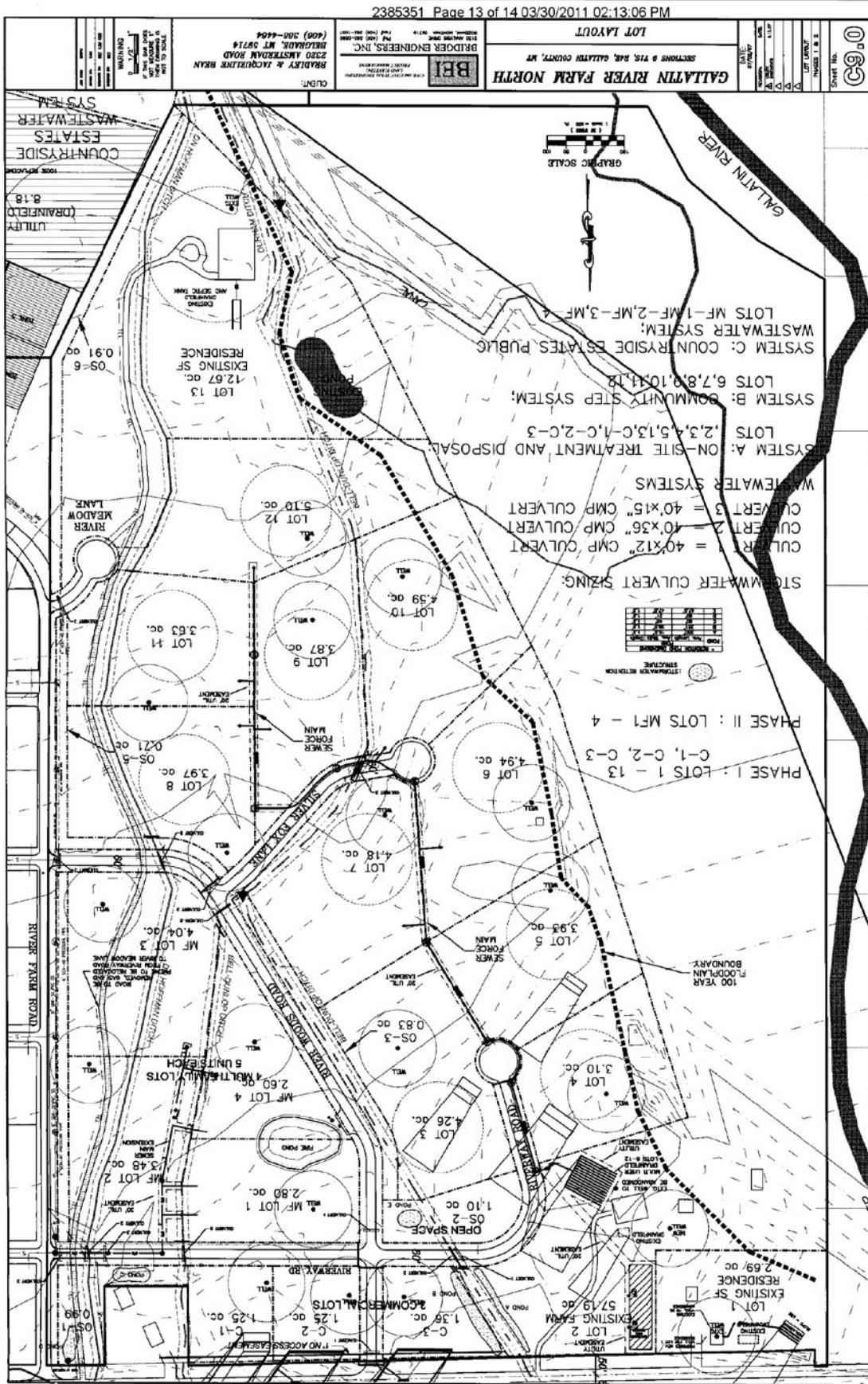


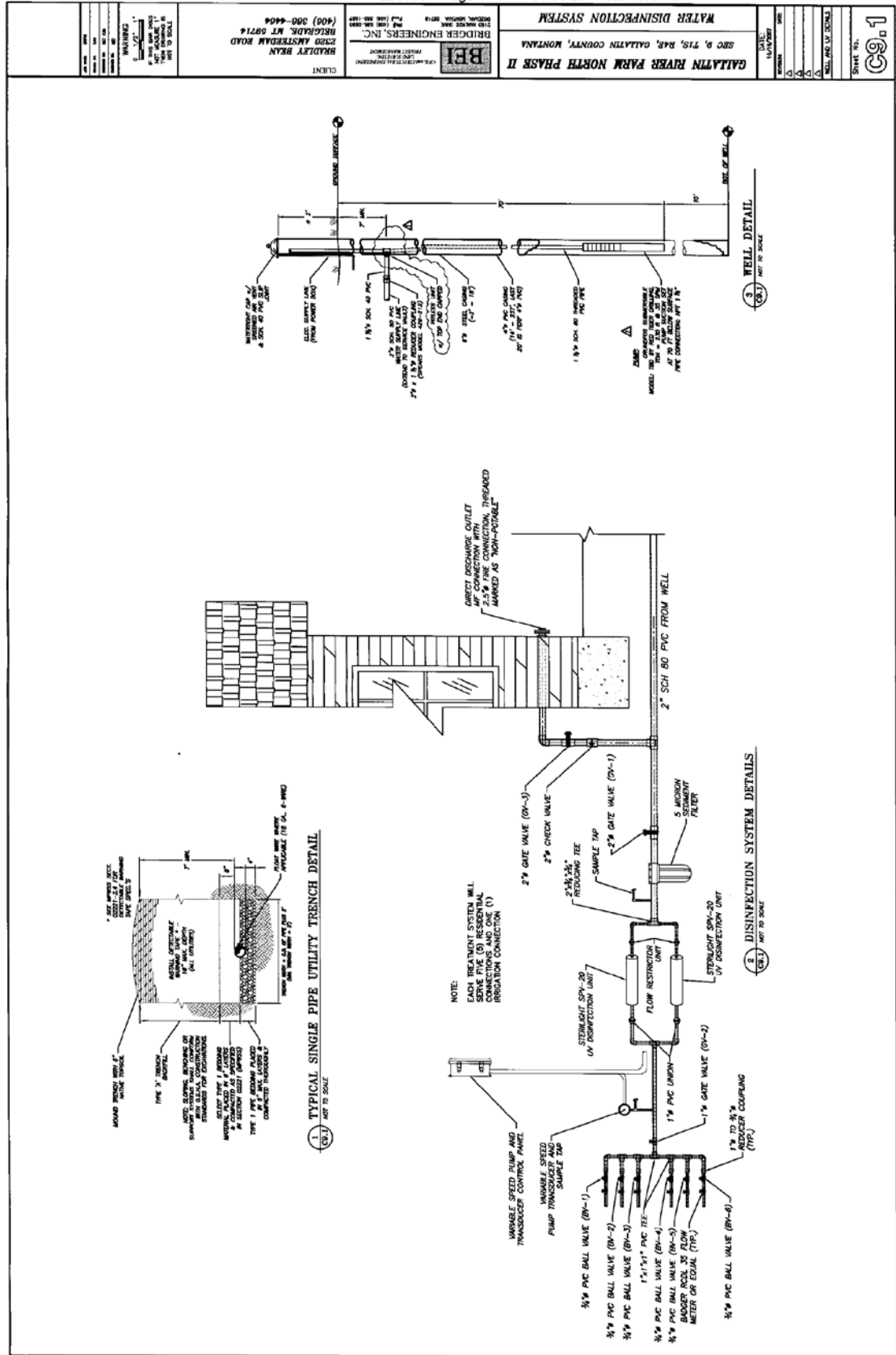












**AGREEMENT
TO ACCEPT RIVER FARM NORTH SUBDIVISION PHASE II
INTO THE COUNTRYSIDE ESTATES SUBDIVISION
SEWER SYSTEM**

Pursuant with the requirements of the Montana Ground Water Pollution Control System Permit No.: MTX000177 permit fact sheet dated January 3, 2007 (Exhibit "A"), River Farm North Phase II Subdivision (located on the Bean property) hereby requests authorization to connect to and use the Countryside Estates Subdivision sewage system district in perpetuity (dated this day: December 7, 2010).

And

As required in the Findings of Fact and Order for the Final Plat approval of the River Farm Major Subdivision, Order No. 19 (Exhibit "B") for Phase II that, the Phase II lots shall be connected to and included into the Countryside Estates sewer district.

Therefore:

The Countryside Estates Subdivision Homeowners Association hereby approves and accepts the four multi-family lots (with the sewer capacity for the twenty (20) three bedroom homes) located in the River Farm North Subdivision Phase II as part of the Countryside Estates Subdivision sewer district.

The River Farm North Subdivision Phase II has completed the required sewer line extension into the Countryside Estates sewer system and has completed all required inspections and approvals (Exhibit "C").

Countryside Estates Subdivision
Homeowners Association

By: [Signature]

Title: President Countryside HOA Ex

River Farm North Subdivision

By: [Signature]

Title: Owner

Kim Fitzgerald
Notary Public for the State of Montana
Residing at Belgrade, Montana
My Commission Expires October 4, 2012

dated: 12/7/10

Kim Fitzgerald
Notary Public for the State of Montana
Residing at Belgrade, Montana
My Commission Expires October 4, 2012


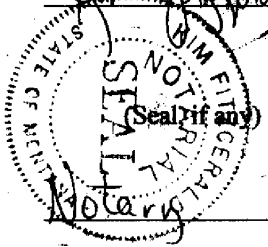
dated: December 10, 2010

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Page: 1 of 6
04/01/2011 10:05:23 AM
Charlotte Mills - Gallatin County, MT
Fee: \$62.00
MISC

2385522 Page 2 of 6 04/01/2011 10:05:23 AM

State of Montana
County of Gallatin

This instrument was acknowledged before me on 3/31/11 by
Bradley J. Bean as an owner on of the River Farm North Subdivision.

(Signature of notarial officer)

Kim Fitzgerald
Notary Public for the State of Montana
Residing at Belgrade, Montana
My Commission Expires October 4, 2012

Title (and Rank)

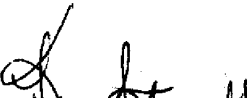
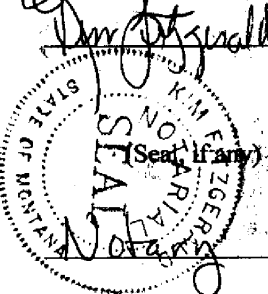
Belgrade

(Residing at)

[My commission expires: 10-4-2012]

State of Montana
County of Gallatin

This instrument was acknowledged before me on 3/31/11 by
David N. Graham as a President of the Countryside Estates Subdivision Homeowners
Association.

(Signature of notarial officer)

Kim Fitzgerald
Notary Public for the State of Montana
Residing at Belgrade, Montana
My Commission Expires October 4, 2012

Title (and Rank)

Belgrade

(Residing at)

[My commission expires: 10-4-2012]

Fact Sheet
 Permit No.: MTX000177
 Page 1 of 19

EXHIBIT "A" page 1

**Permit Fact Sheet
 Montana Ground Water Pollution Control System (MGWPCS)**

Permittee: Graham Development, LLC

Permit No.: MTX000177

Facility Name: Countryside Estates Subdivision

Facility Location: Southwest corner of Royal Road and Amsterdam intersection.
 Northeast ¼ of Section 9 and NW¼ of Section 10, Township 1
 South, Range 4 East, Gallatin County

Facility Contact: David Graham/owner
 257 Eze Street
 Belgrade, Montana 59714
 Phone: (406)580-8312
 Fax: (406)358-1566

Receiving Water: Class I Ground Water

Number of Outfalls: 1

Outfall(s)/Type: 001 - Subsurface Drainfield

I. PERMIT STATUS

This statement of basis is for the issuance of a new wastewater discharge permit for Countryside Estates Subdivision (CES), which is owned by David Graham, pursuant to the Montana Ground Water Pollution Control System (MGWPCS). Graham Development, LLC, the permittee submitted a permit application (GW-1) that was received by the Department on March 28, 2006. The application was determined to be deficient on April 4, 2006, June 23, 2006, and July 19, 2006. This application was determined to be complete on August 8, 2006.

On October 18, 2006, following the public comment period for the draft permit, the project engineer submitted major modifications to the information provided in the original application as presented in the draft permit. A new GW-1 application reflecting these modifications was received by the Department on November 17, 2006. This new application was determined to be complete on January 3, 2007. This is a new source and is therefore subject to the Montana Nondegradation Policy (75-5-303, MCA) and administrative rules (ARM 17.30.701, et seq.).

This proposed subdivision is also subject to review and approval under the Montana Sanitation in Subdivision Act. The applicant submitted plans and specifications for review on March 20, 2006 to the Department's subdivision section. A Certificate of Subdivision Plat Approval is pending for EQ#06-2669.

PAGE 01/02
 P. 1

GRAHAM ENTERPRISES

4063801566

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EXHIBIT "A" page 2

II. FACILITY INFORMATION

A. General Description

CES will consist of 67 lots. There will be 62 lots for single-family residential homes, four (4) lots for commercial office buildings, and a 9-unit apartment building. There are also lots for twenty (20) three-bedroom homes included in this development that will be built in the future (on the "Bean" property), for a total of 87 lots. The proposed development will encompass approximately 76 total acres. CES will be located approximately two (2) miles west of the town of Belgrade.

B. Wastewater Collection, Treatment, and Disposal

Each lot will have an individual septic tank with a filter to remove floatable and settleable solids in the raw sewage. Residential lots will have at least a 1,000-gallon septic tank. Each of the four (4) commercial lots will have a 1,500-gallon septic tank, and the multi-family building will have a 7,000-gallon septic tank. The Bean lots will also have individual septic tanks with filters.

Wastewater collected from the septic tanks will gravity drain to a 72-inch (i.d.) liftstation via a sanitary sewer collection system. A force main will take the wastewater to a 30,000-gallon recirculation tank. The influent wastewater will leave the recirculation tank at a ratio no less than four (4) treated effluent parts, to one (1) part untreated wastewater. Level II wastewater treatment will occur in an Orenco AdvanTex AX100 9 POD recirculating trickling filter system. The effluent will be discharged to a 10,000-gallon dose tank with four (4) 20 horsepower pumps. After exiting the dose tank, flow volumes will be metered on each effluent flow line, separately, through four (4) Badger 6-inch recordall turbo flow meters, prior to discharging to a subsurface drainfield. The drainfield will consist of four (4) zones (see Attachment 1).

The design capacity for the CES wastewater treatment system is 30,920 gallons per day (gpd). The four commercial office buildings are proposed to contribute a maximum of 520 gpd of wastewater to the system.

III. DESCRIPTION OF THE DISCHARGE

A. Outfall Location

The proposed permit authorizes the permittee to discharge residential strength wastewater from an Advantex treatment system to a subsurface drainfield (Outfall 001).

- Outfall 001 is located in the southwest corner of the CES at 45 degrees 46 minutes 2 seconds North latitude and 111 degrees 13 minutes 38 seconds West longitude. The Bean property is northwest of the proposed drainfield area (Outfall 001).

B. Past Monitoring Data/Effluent Characteristics

1. Past Monitoring Data

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EXHIBIT "B" page 1 item 19

lot in River Farm Subdivision to the County Road Department. The funds shall be used by the Road Department to make any necessary improvements to the Royal Road intersection with Amsterdam Road. The improvements agreement shall be reviewed and approved by the County Attorney prior to final plat approval.

- 18. The developer shall make a pro-rata contribution, based on the new traffic counts to Gallatin County on behalf of MDOT for their share of the designed upgrade (provided by the developers of the Cobblestone Subdivision) of the intersection of Amsterdam Road and Jackrabbit Lane.
- 19. The multi-family lots (Phase 2) shall be served by the Countryside Estates subdivision sewer system. The Lots shall also be included in the Countryside Estates sewer district. In the event that the lots cannot connect to Countryside Estates, an amended preliminary plat shall be submitted to the Commission for review and approval with a modified sewage disposal proposal to be reviewed and approved prior to final plat approval of Phase 2.
- 20. The developer shall submit a cash-in-lieu of parkland donation with each phase in accordance with County Subdivision Regulations Section 6-G.
- 21. A sidewalk shall be constructed along Riverway Road adjacent to the proposed MF Lots 1 and 2 to allow pedestrian traffic to enter the Countryside Estates Subdivision prior to final plat approval of Phase 1.
- 22. The flood plain that is shown on the preliminary plat shall be shown on the final plat. The final plat shall clearly identify the 300 foot watercourse setback, the 100 year flood plain boundary (based on survey elevations, and the top of the terrace (A-A' line).
- 23. The final plat shall state that no development shall take place below the crest of the terrace (west of the A-A' line).
- 24. The final plat shall show building envelopes for the lots. No building envelopes shall be located within the 100 year floodplain.

The conditions are imposed to insure compliance with the Montana subdivision and Platting Act, Gallatin County Subdivision regulations, and protect public health, safety, and general welfare. A party, as defined by 76-30-625 Montana Codes Annotated, who is aggrieved by a decision of the Commission may, within thirty (30) days after this decision, appeal to the Gallatin County district court.

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EXHIBIT "C" page 14 of 19

BRIDGER ENGINEERS, INC.

P.O. Box 1363
Bozeman, MT 59771
(406) 585-0890
(406) 582-1087 fax

October 14, 2010

Montana Dept of Environmental Quality
PO Box 20091
Helena, MT 59620-0901

Gallatin City County Health Dept
215 W Mendenhall
Bozeman, MT 59715

RE: System Installation Certification & As-Built Drawings,
Gallatin River Farm North Subdivision - Phase II
GCCHOA Permit #09-051
EQ #08-1078

Dear Reviewer:

This letter and enclosed as-built drawing set are being submitted for Phase II of the Gallatin River Farm North Subdivision in Belgrade, Montana. Phase I of this subdivision was approved under EQ #07-1674 & GCCHD #15308 with certification and as-builts submitted in July of 2008. It consisted of a pressurized community wastewater system. Phase II consists of a gravity sewer main extension from the adjacent Countryside Estates Subdivision approved under EQ #08-1078 & GCCHOA #09-051. Construction of this extension was recently completed in September of this year.

With reference to the Certificate of Subdivision Approval jointly issued by the Montana Department of Environmental Quality, (DEQ) and the Gallatin City County Health Department, (GCCHD) for the above Phase II project,

"THAT within 90 days after construction is completed upon a public water system, wastewater system, or storm drainage system, or upon an extension of or addition to such a system, the professional engineer shall certify to the Department that the construction, alteration or extension was completed in accordance with the plans and specifications approved by the Department, and,

THAT project certification shall be accompanied by a complete set of "as-built" drawings bearing the signature and seal of the professional engineer..."

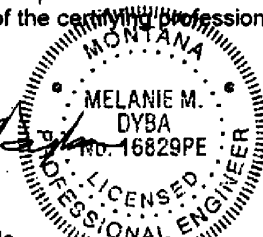
please find enclosed a complete set of stamped as-built drawings (C7.0 through C7.6) for the gravity sewer main extension.

The enclosed as-built drawings, in addition to this letter, serve as certification that the extension was completed in accordance with the approved plans and specifications. Testing of the sewer main and manholes was performed on 9-24-2010 in accordance with the Montana Public Works and in the presence of the certifying professional engineer. If you have any questions, please feel free to contact me.

Sincerely,

Melanie Dyba

Melanie Dyba, P.E.



Cc: Brad Bean, File

Encl: Phase II As-Built Drawings - Gravity Sewer Main Extension



CHRISTIE'S

INTERNATIONAL REAL ESTATE

As an exclusive affiliate of Christie's International Real Estate in Montana, Pure West breaks the traditional method of selling real estate and give sellers exposure to discerning and interested buyers worldwide.

Christie's International Real Estate is a wholly owned subsidiary of Christie's, the oldest auction house of fine art in the world. The Christie's network includes more than 900 real estate offices and over 25,000 sales associates in over 40 countries. Combined annual sales volume of all affiliate real estate companies is approximately \$80 billion.

To become a Christie's affiliate, brokers must have a leading market share, meet strict standards of service excellence, and demonstrate proven records of success in handling distinctive properties.

In addition to local support, properties listed with PureWest - Christie's International benefit from an exclusive system of advertising, marketing, and listing tools including Global Marketing Programs and Bespoke Marketing Programs.



CHRISTIE'S INTERNATIONAL REAL ESTATE NETWORK

NUMBER OF SALES ASSOCIATES: 25, 185

NUMBER OF OFFICES: 920

2012 TRANSACTION VOLUME: \$80 Billion

Real Estate Offices in 41 Countries

CIRE Network, December 2012

MIKE SCHLAUCH, SALLY UHLMANN, TORREY BENSON, and BRETT EVJE
comprise **PLATINUM PROPERTIES**, which is part of
PUREWEST CHRISTIE'S INTERNATIONAL REAL ESTATE in Bozeman, Montana.
Our combined backgrounds, unique business and marketing experiences,
and focus on service yields proven results.

WE KNOW: IT'S ALL ABOUT YOU.



MIKE SCHLAUCH

Agent | Owner

406.580.8380 | mike@suplatinum.com

Mike, a native Montanan, graduated from Montana State University with a degree in Construction Engineering Technology. He spent the next 13 years working throughout the U.S., managing complex construction projects in the mining, utility, manufacturing, and refining industries before returning to Montana in 1997. He co- founded Schlauch/Bottcher Construction, Inc. (SBC), on of the largest and most-respected custom home construction companies in the region. As a member of the Platinum team, Mike brings his solid work ethic, extensive construction and business knowledge, along with his love, history, and respect for Montana to all of his clients and transactions.



SALLY UHLMANN

Agent | Owner

406.223.5964 | sally@suplatinum.com

Sally is invested in the Gallatin Valley, owning properties, building high-end homes, hosting numerous non-profit events, and consistently ranking as one of Bozeman's Top Producing real estate agents. For nearly a decade, she has specialized in high-end properties and in providing clients with concierge-level service. Her solid expertise is built on experience, beginning with her designer clothing company, Salaminder, then raising 3-Day Event horses, followed by helping found Ariat, an internationally acclaimed boot and clothing company. Sally is affiliated with Who's Who in Luxury Real Estate, and duPont Registry.



TORREY BENSON

Platinum Properties Associate

720.284.8045 | torrey@suplatinum.com

Real Estate is in Torrey Benson's DNA. A 40-year family business in commercial real estate laid the framework for Torrey's career path. Growing up in the western suburbs of Minnesota, Torrey spent her childhood learning the ins and outs of client relationships, deal making, hard work, and ethics. A fierce competitor in sports, she served as captain of her high school tennis, softball, and downhill ski teams, winning state championships, and participating in the Junior Olympics. She now channels her desire to win to bringing in the best deals for her clients.

Torrey's professional real estate career spans many aspects of the industry from serving as Marketing Director for historic development in Denver, being a Commercial Broker in Denver, selling luxury real estate in Vail, and now serving both buyers and sellers in Bozeman.



BRETT EVJE

Platinum Properties Associate

406.223.8332 | brett@suplatinum.com

Brett is an entrepreneur, businessman and fifth generation Montanan. Born and raised in Southwest Montana, Brett has an affinity for travel, innovative design, and working with clients on an individual basis to create a custom, expertly crafted home buying experience. He is a restaurant owner, project developer and former published stone mason. He loves old cars, fine wine, his amazing daughter and extraordinary wife. Brett has a passion for Montana real estate, and the authenticity of people who choose to live here.



BOZEMAN, MONTANA



CHRISTIE'S
INTERNATIONAL REAL ESTATE

MEET THE PLATINUM PROPERTIES TEAM



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Agent | Owner

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mike@suplatinum.com

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Agent | Owner

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TORREY BENSON
Agent | Associate

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SCHLAUCH UHLMANN PLATINUM PROPERTIES

1612 West Main Street Bozeman, Montana | SUPlatinum.com | BozemanLuxuryRealEstate.com