

496911

After recording return to:

Vincent G. Rieger  
Law Office of Vincent G. Rieger, P.C.  
4 Meridian Court  
Kalispell, MT 59901

STATE OF MONTANA, COUNTY OF LAKE  
Recorded At 1:43 O'clock P M MAR 31 2009  
Microfilm 496911 RUTH E. HODGES Recorder  
Fees \$ 139.00 By [Signature] Deputy

**DECLARATION OF COVENANTS,**  
**CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**HIDDEN HARBOR MARINA**

THIS DECLARATION is made this 2<sup>nd</sup> day of March, 2009 by Frontier Mgt. LLC, a Minnesota limited liability company, herein after referred to as the "Declarant."

**RECITALS:**

A. Declarant is the owner of land described on attached Exhibit "A" in Lake County, Montana, a portion of which is covered by water of a private lagoon known as the "Hidden Harbor Lagoon" and hereinafter referred to as the "Hidden Harbor Marina" or the "Marina."

B. Declarant has and will enter into various long term and seasonal leases for boat slips within the Marina.

C. The Hidden Harbor Association, a Montana non-profit corporation (the "Association"), is the association established to represent the various slip lessees that have leased boat slips within the Marina. The Association shall have various rights and responsibilities to administer, operate, manage, repair, and maintain the Marina facilities as established by agreement between Declarant and Association.

D. The members of the Association shall be the slip lessees that have leased boat slips within the Marina.

E. The Marina is presently operated and shall continue to be operated as a recreational marina facility. A schematic depiction of the Marina is shown on the Site Map which is attached hereto as Exhibit "B."

F. The Declarant intends by this document to impose upon the Marina and upon the members of the Association, mutually beneficial restrictions under a general plan of operation for the benefit of the Marina and the members of the Association.

G. Accordingly, the Declarant declares that from the date of recording this Declaration forward, the Marina will be held, conveyed, and leased subject to the following covenants, conditions, restrictions and easements (collectively, these "Covenants"). These Covenants will run with the land and will be binding upon all persons or entities having any right, title, or interest in all or any part of the Marina (including Declarant) and their heirs, successors, and assigns, and their tenants, subtenants, employees, guests, and invitees. These Covenants will inure to the benefit of each boat slip and each slip lessee.

## **ARTICLE I**

### **RECITALS**

All of the above and foregoing Recitals form a part of the operative and substantive provisions of this Declaration.

## **ARTICLE II**

### **LEGAL DESCRIPTION**

The real property of the Hidden Harbor Marina is described on Exhibit "A" attached hereto and by this reference made a part hereof.

## **ARTICLE III**

### **DEFINITIONS**

The following terms, as used in this Declaration, are defined as follows:

A. "Articles of Incorporation" means the Articles of Incorporation of the Hidden Harbor Association, which have been filed with the Secretary of State of Montana, as such articles may be amended from time to time.

B. "Assessments" means the Annual, Special, and Default Assessments levied pursuant to Article V to meet the estimated cash requirements of the Association.

C. "Association" means the Hidden Harbor Association, a Montana nonprofit corporation, and any successor of that entity by whatever name.

D. "Association Documents" means the basic documents creating and governing the Hidden Harbor Marina and the relationship between the Declarant, the Association, and the Association's Members, including, but not limited to, the Leases, this Declaration, the Articles of

Incorporation, the Bylaws, and the Rules and Regulations, all as may be amended from time to time.

E. "Board of Directors" means the Board of Directors of the Association.

F. "Boat Slip" means either a Wet Slip or a Dry Stack Slip within the Marina.

G. "Bylaws" means the bylaws of the Association which establish the methods and procedures of its operation, as such bylaws may be amended from time to time.

H. "Common Area" means any real property specifically designated as common area and any other property in which the Association owns an interest or is responsible for managing for the common use, benefit and enjoyment of some or all of the Members and such other persons as may be permitted to use the Common Area under the terms of this Declaration or any contract between the Declarant and the Association.

I. "Common Expenses" means (i) premiums for the insurance carried by the Association; (ii) all other expenses incurred by the Association in administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Area and any improvements thereon; (iii) all expenses expressly declared to be Common Expenses by the Association Documents; (iv) all expenses lawfully determined to be Common Expenses by the Board of Directors; and (v) all expenses to be allocated among the Owners as provided in Article V.

J. "Declarant" shall mean Frontier Mgt. LLC, a Minnesota limited liability company, whose mailing address is P.O. Box 136, Bigfork, Montana 59911. Declarant is the owner of the real property upon which the Marina is situated.

K. "Dry Stack Slip" means that numbered, identified, and designated space in the Hidden Harbor Marina Dry Stack Facility, as to which space the Slip Lessee thereof has the right of use and occupancy throughout the term of his or her Lease together with non-exclusive appurtenant easements for access thereto across land and water.

L. "Hidden Harbor Dry Stack Facility" means the proposed dry stack boat storage facility which is intended to be located on the real property described on Exhibit "A" or on adjacent real property owned or controlled by Declarant. If Declarant develops such a facility, the facility will be annexed into the Marina and become subject to the Association Documents. Tenants of such facility shall become Members of the Association with the same rights as existing Slip Lessees.

M. "Hidden Harbor Lagoon" means the private lagoon within the Hidden Harbor Marina.

N. "Hidden Harbor Marina" or "Marina" means all of the real property and improvements constructed thereon as depicted on the Site Map attached hereto as Exhibit "B."

Upon the completion of any expansion of or modifications to the Marina, an updated site map may be recorded to supplement this Declaration and further identify the Hidden Harbor Marina.

O. "Lease" shall mean the long-term or seasonal lease between the Declarant and the Slip Lessee.

P. "Mortgagee" means any person holding an interest in a Slip Lessee's Lease as security for the payment or performance of any obligation.

Q. "Rules and Regulations" means the rules and regulations adopted by the Board of Directors, as periodically amended.

R. "Period of Declarant Control" means the period beginning on the date this Declaration is recorded in the office of the Clerk and Recorder of Lake County, Montana, and ending on the date 10 years later.

S. "Site Map" means the schematic drawing of the Marina, the dock system, and the Common Area which shows the physical layout of the Marina the Boat Slips. The Site Map is attached hereto as Exhibit "B." The Site Map will be supplemented when, and if, the Hidden Harbor Dry Stack Facility is annexed into the Marina or other major changes are made to the Marina.

T. "Slip Lessee" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which leases one or more Boat Slips in the Marina.

U. "Wet Slip" means that numbered, identified, and designated space in the Hidden Harbor Lagoon, as to which space the Slip Lessee thereof has the right of use and occupancy throughout the term of his or her Lease together with non-exclusive appurtenant easements for access thereto across land and water.

## ARTICLE IV

### REPAIRS AND REPLACEMENT

As the owner of the Marina and all of the improvements contained therein, Declarant is legally responsible for and shall pay all real property taxes, costs of operation, maintenance, repair, and replacement of Marina facilities. However, the Association shall pay to and reimburse Declarant for a percentage of such costs. Such percentage shall be based on a reasonable calculation of the percentage of the Marina and its improvements utilized or occupied by the Association and its Members versus the percentage of the Marina and its improvements utilized by Declarant or others. Such percentage will be documented from time to time in an Agreement between Declarant and Association and may be periodically amended based on changed usage or circumstances. A portion of the Annual Assessments and Special Assessments levied by the Association shall be utilized to make the payment to Declarant described in this paragraph.

## ARTICLE V

### ASSESSMENTS

A. Creation of Lien and Personal Obligation for Assessments. Declarant hereby covenants, and each Slip Lessee, by entering into a slip Lease, is deemed to covenant to pay to the Association (1) the Annual Assessments imposed by the Board of Directors as necessary to fund and to generally carry out the functions of the Association; (2) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (3) Default Assessments which may be assessed against a Boat Slip and the Slip Lessee pursuant to the Association Documents for the Slip Lessee's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of or caused by the Slip Lessee. All of the Assessments are subject to the following:

(1) Declarant is exempt from the Assessments described in this Declaration.

(2) All Assessments, together with fines, interest, costs, and reasonable attorneys' (and legal assistants') fees, will be a continuing lien upon the Boat Slip against which each such Assessment is made until paid.

(3) Each such Assessment, together with fines, interest, costs, and reasonable attorneys' (and legal assistants') fees, will also be the personal and individual obligation of the Slip Lessee as of the time the Assessment falls due. No Slip Lessee may exempt himself from liability for any Assessment by abandonment of his Boat Slip or by waiver of the use or enjoyment of the Common Area. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

B. Purpose of Assessments. The Assessments levied by the Association will be used exclusively to promote the recreation, health, safety, and welfare of the Slip Lessees and the other users of the Marina.

C. Annual Assessments.

(1) Calculation of Annual Assessments. The Board of Directors will prepare a budget before the close of each fiscal year of the Association. Annual Assessments for Common Expenses will be based upon the estimated net cash flow requirements of the Association to cover items including, without limitation, the cost of routine maintenance, repair and operation of the Common Area, expenses of management, and premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping, care of grounds and common lighting within the Common Area, routine renovations within the Common Area, wages, common water and utility charges for the Common Area, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration (including reimbursing Declarant for property taxes and insurance costs), payment of any deficit remaining from a previous Assessment period, and the supplementing of the reserve

fund for general, routine maintenance, repairs and replacement of improvements within the Common Area on a periodic basis, as needed.

(2) Apportionment of Annual Assessments. Each Slip Lessee will be responsible for that Slip Lessee's share of the Common Expenses, which will be divided equally among the leased Boat Slips (wet and dry stack) in the Marina under this Declaration from time to time. Accordingly, at any given time, an Owner's share of Common Expenses will be determined as a fraction, the numerator of which is the number of Boat Slips leased by the Slip Lessee, and the denominator of which is the number of Boat Slips (wet and dry stack) incorporated into the Marina and leased by the Declarant. Notwithstanding the preceding sentence, any Common Expenses or portion thereof benefiting fewer than all of the Boat Slips will be assessed exclusively against the Boat Slips benefited. Further, the costs of insurance may be assessed in proportion to risk, and the costs of utilities may be assessed in proportion to usage.

(3) Collection. Annual Assessments will be collected in an annual lump sum installment which shall be due and payable on April 15 of each year. The omission or failure of the Association to fix the Annual Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Slip Lessees from their obligation to pay the same.

(4) Date of Commencement of Annual Assessments. The Annual Assessments will commence on April 15, 2009.

(5) Reserve Account. The Association will establish and maintain an adequate reserve fund from Annual Assessments levied for the maintenance, repair, or replacement of the Common Area and the improvements located within the Common Area that must be replaced on a periodic basis and for any other facilities made available to the Association that must be replaced on a periodic basis with contributions from the Association.

D. Special Assessments.

(1) Determination by Board. The Board of Directors may levy in any fiscal year one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or, after adopting and submitting a revised budget to the Association as may be required to make up any shortfall in the current year's budget.

(2) Apportionment and Collection of Special Assessments. The Board will apportion Special Assessments amongst the Boat Slips in the same manner as for Annual Assessments.

(3) Notice. Notice of the amount and due dates for such Special Assessments must be sent to each Slip Lessee at least thirty (30) days prior to the due date.

E. Default Assessments. All monetary fines, penalties, interest or other charges or fees (excluding Annual and Special Assessments) levied against a Slip Lessee pursuant to the

Association Documents, or any expense of the Association which is the obligation of a Slip Lessee or which is incurred by the Association on behalf of the Slip Lessee pursuant to the Association Documents, and any expense (including without limitation attorneys' and legal assistants' fees) incurred by the Association as a result of the failure of an Owner to abide by the Association Documents, constitutes a Default Assessment, enforceable as provided in this Declaration below.

F. General Remedies of Association for Nonpayment of Assessment. Any installment of an Annual Assessment or Special Assessment which is not paid within thirty (30) days after its due date will be delinquent. In the event that an installment of an Annual Assessment or Special Assessment becomes delinquent, or in the event any Default Assessment is established under this Declaration, the Association, in its sole discretion, may take any or all of the following actions:

- (1) Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time;
- (2) Charge interest from the date of delinquency at the default rate which shall be deemed to be ten percent (10%) per annum;
- (3) Suspend the voting rights of the Slip Lessee during any period of delinquency;
- (4) Prevent access to or usage of the Slip;
- (5) Bring an action at law against any Slip Lessee personally obligated to pay the delinquent Assessment charges;
- (6) File a statement of lien with respect to the Boat Slip and foreclose as set forth in more detail below; and
- (7) Suspend utility and other services to the Boat Slip.

The remedies provided under this Declaration will not be exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

G. Assessment Lien. Any Assessment chargeable to a Boat Slip will constitute a lien on the Boat Slip, effective the due date of the Assessment. To evidence the lien, the Association may, but will not be obligated to, prepare a written lien statement with respect to the Boat Slip, setting forth the name of the Slip Lessee, the legal description of the Boat Slip, the name of the Association, and the delinquent Assessment amounts then owing. Any such statement will be duly signed and acknowledged by an officer or Director of the Association or by the Manager, and will be served upon the Slip Lessee by mail to the address the Association has in its records for the Slip Lessee. At least 10 days after the Association mails the statement to the Slip Lessee, the Association may record the statement in the office of the Clerk and Recorder of Lake County, Montana. Thirty days following the mailing of such notice to the Slip

Lessee, the Association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Montana.

Alternatively, the Association may assign its rights to the Declarant and the Declarant may consider the default a default under the Lease and may undertake any remedies provided the lessor under the Lease. If the Declarant recovers possession of the Boat Slip via the default remedy provisions in the Lease, the Declarant shall pay the Association the delinquent Assessments due and payable within thirty (30) days of taking uncontested possession of the Boat Slip.

H. Successor's Liability for Assessment. The sale or transfer of a leasehold interest shall not affect any Assessment lien or relieve the holder(s) thereof from any liability therefore. All successor Slip Lessees, will be jointly and severally liable with the prior Slip Lessee thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' and legal assistants' fees against such Boat Slip without prejudice to any such successor's right to recover from any prior Slip Lessee any amounts paid by such successor.

I. Statement of Status of Assessments. Upon request, the Association will furnish to a Slip Lessee or to any Mortgagee a statement setting forth the amount of unpaid Assessments then levied against the Boat Slip in which the Slip Lessee or Mortgagee has an interest. The information contained in such statement, when signed by an officer or Director of the Association or the Manager, will be conclusive upon the Association, the Board, and every Owner as to the person or persons to whom such statement is issued and who rely on it in good faith.

J. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Slip Lessee an Assessment notice will not be deemed a waiver, modification, or a release of any Slip Lessee from the obligation to pay Assessments. In such event, each Slip Lessee will continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

## ARTICLE VI

### EASEMENTS

The Declarant hereby grants the following non-exclusive easements on, over, under and across the real property described on Exhibit "A":

A. To the Association. Reasonable and necessary easements for the operation, inspection, maintenance, repair, and replacement of the Marina and its facilities for which the Association may, from time to time, be responsible.

B. To Public Utilities. All public utility service providers shall have the right of reasonable access to the real property, at such times as may be reasonable, for the installation, repair, maintenance, and repair of the utility systems that provide utility service to the Marina.



C. To Slip Lessees. During the term of any duly executed and valid slip Lease, an easement for ingress and egress to and from their respective Boat Slips by land, across the docks and moorage walkways in the Marina, and across the waters of the Hidden Harbor Lagoon. Additionally, an easement for reasonable and necessary vehicular ingress and egress on the private roadways and boat launch ramp within the Marina.

## ARTICLE VII

### USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Marina and the Boat Slips shall be subject to the terms, conditions, restrictions, and limitations contained in the Rules and Regulations duly adopted by the Association, as amended from time to time. A copy of the Rules and Regulations in effect will be distributed to each Member of the Association, and any change in the Rules and Regulations will be distributed or made available to each Member within a reasonable time following the effective date of the change. The Board of Directors will provide for enforcement of the Rules and Regulations as set forth in the Bylaws.

## ARTICLE VIII

### MANAGEMENT

The Association may employ or contract for the services of a Manager to act for the Association and the Board and the officers according to the powers and duties delegated to the Manager pursuant to the Bylaws or duly adopted resolution of the Board. Neither the Board nor any officer of the Association will be liable for any omission or improper exercise by a Manager of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board. The Manager may be the Declarant or a party related to Declarant.

## ARTICLE IX

### EXPANDABLE MARINA AND ASSOCIATION

The Marina and the Association's membership are expandable in accordance with the provisions of this Article.

A. There shall be no limitations on the Declarant's right to expand the Marina, the number of Wet Slips or Dry Stack Slips contained therein, or the size of the Association's membership. Upon expansion of the Marina, Declarant shall record a declaration of expansion or an amendment to this Declaration specifying all essential elements of the expansion. At the conclusion of the expansion of the Marina, an updated Site Map showing the expanded Marina shall be prepared and recorded in the records of Lake County, Montana, by the Declarant.

B. Any amendment to the Declaration which alters the number of Boat Slips (wet or dry stack) in the Marina shall proportionately readjust the apportioned expenses of the Association to preserve a total share of one hundred (100%) percent for the entire Marina.

C. Declarant reserves the right to withdraw any portion of the Marina or any Boat Slip from the jurisdiction of these Covenants.

## ARTICLE X

### ASSIGNMENT AND SUBLEASING OF BOAT SLIPS

Slip Lessees may only assign their leasehold interests in their Boat Slips or sublease their Boat Slips in accordance with the provisions regarding the same contained in their Leases. Slip Lessees shall provide both the Declarant and the Association thirty (30) days advance written notice of any proposed assignment or sublease. Such notice shall include submission of an Assignee Slip Lease Application or a Sublessee Slip Lease Application.

## ARTICLE XI

### INSURANCE

A. By Declarant. As the owner of the Marina and all of the improvements contained therein, Declarant shall obtain and maintain fire and extended casualty insurance as well as comprehensive general liability insurance covering the Marina. The Association shall pay to and reimburse Declarant for a percentage of such insurance costs. Such percentage shall be based on a reasonable calculation of the percentage of the Marina and its improvements utilized or occupied by the Association and its Members versus the percentage of the Marina and its improvements utilized by Declarant or others. Such percentage will be documented from time to time in an Agreement between Declarant and Association and may be periodically amended based on changed usage or circumstances. A portion of the Annual Assessments levied shall be utilized by Association to make the payment to Declarant described in this paragraph.

B. By Association. The Association may obtain and maintain supplemental liability coverage as determined by the Board of Directors. Fidelity bonds or insurance coverage may be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees, and employees, and on the part of all others who handle or are responsible for handling Members' funds.

C. By Slip Lessees. Slip Lessees shall maintain the insurance coverage specified in their Slip Leases.

## ARTICLE XII

### MORTGAGEE PROTECTION

A. Cure of Delinquent Assessments. A Mortgagee will be entitled to cure any delinquency of the Slip Lessee related to failure to make payments of Assessments involving the

Boat Slip encumbered by Mortgagee's loan. In that event, the Mortgagee will be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

B. Title Taken by Mortgagee. Any Mortgagee who assumes a Boat Slip Lease pursuant to the remedies provided in the Mortgagee's loan documents, including foreclosure, will be liable for all Assessments due and payable as of the date the Lease is assumed by the Mortgagee.

## ARTICLE XIII

### TERM AND AMENDMENTS

A. Term. This Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the 50<sup>th</sup> anniversary of the date this Declaration is first recorded in the office of the Clerk and Recorder of Lake County, Montana. Thereafter these Covenants will be automatically extended for five successive periods of 10 years each, unless otherwise terminated or modified as provided below.

B. Amendment. This Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked as follows:

(1) Prior to the Leasing of Slips. Prior to the leasing of any Boat Slip, Declarant may terminate, extend, modify, amend or revoke this Declaration by recording in the records of Lake County, Montana, a document signed by the Declarant stating the action taken.

(2) After the Leasing of Slips but During Period of Declarant Control. After the leasing of Boat Slips but before expiration of the Period of Declarant Control, Declarant may terminate, extend, modify, amend or revoke this Declaration. A copy of the document stating the action intended to be taken by the Declarant and a notice of the Slip Lessee's rights under this Section shall be mailed to each Slip Lessee by first class mail, postage prepaid, to the address of the Lessee on the records of the Declarant. Unless written objection is received by the Declarant from Slip Lessees entitled to cast 80% or more of the votes within thirty (30) days of the mailing of the notice to the Slip Lessees, the action proposed to be taken by the Declarant shall be considered approved and shall become final. The Declarant shall then record in the records of Lake County, Montana, a document stating the action taken, together with a certificate certifying that notice was given to the Slip Lessees as required herein and that fewer than 80% of the Slip Lessees objected to the action.

(3) After the Period of Declarant Control. After the Period of Declarant Control, this Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked upon the written consent of Slip Lessees entitled to cast a majority of the votes in the Association. Any document will be immediately effective upon recording in the records of Lake County, Montana, a copy of such executed and acknowledged by the necessary number of Slip Lessees, or alternatively, upon the recording in the records of Lake County, Montana, of a copy of the document together with a certificate signed by an officer of the Association stating that the required number of consents of Slip Lessees were obtained.

C. Effect of Amendments. Amendments made pursuant to this Article will inure to the benefit of and be binding upon all Slip Lessees, their families, guests, invitees and employees, and their respective heirs, successors, and assigns. Joinder of Mortgagees shall not be required in order to effect an amendment.

## ARTICLE XIV

### COMPLIANCE WITH DECLARATION

A. Violations Deemed a Nuisance. Every violation of this Declaration or any of the other Association Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or equity against anyone in violation of this Declaration will be available.

B. Compliance. Each Slip Lessee or other occupant of any part of the Marina will comply with the provisions of the Association Documents as the same may be amended from time to time.

C. Failure to Comply. Failure to comply with the Association Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the Bylaws will be given to the delinquent party prior to commencing any legal proceedings.

D. Who may Enforce. Any action to enforce the Association Documents may be brought by Declarant, the Board, or the Manager in the name of the Association on behalf of the Slip Lessees. If, after a written request from an aggrieved Slip Lessee, none of the foregoing persons or entities commences an action to enforce the Association Documents, then the aggrieved Slip Lessee may bring such an action.

E. Nonexclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

F. No Waiver. The failure of the Board of Directors, Declarant, the Manager, or any aggrieved Slip Lessee to enforce the Association Documents in any one or more instances will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Association Documents at any future time.

G. No Liability. No member of the Board of Directors, the Declarant, the Manager or any Slip Lessee will be liable to any other Slip Lessee for the failure of the Association to enforce any of the Association Documents at any time.

H. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Association Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Association Documents or the restraint of violations of the Association Documents, the prevailing party will be entitled to recover all costs

incurred by it in such action, including reasonable attorneys' fees (and legal assistant fees) as may be incurred, or if suit is brought, as may be determined by the court.

## ARTICLE XV

### RESOLUTION OF DISPUTES

If any dispute or question arises between Members or between Members and the Association or relating to the interpretation, performance or nonperformance, violation, or enforcement of the Association Documents, such dispute or violation may be subject to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws.


## ARTICLE XVI

### ACCEPTANCE

By executing this Declaration, the Association hereby accepts and agrees to all of the foregoing terms and conditions and assumes and undertakes the performance of all of the duties and obligations hereunder.

IN WITNESS WHEREOF, Declarant has signed this Declaration on the Date shown above.

FRONTIER MGT. LLC

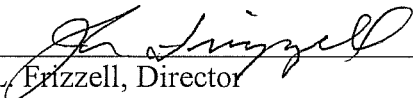
  
\_\_\_\_\_  
Jim L. Frizzell, Manager

  
\_\_\_\_\_  
Douglas D. Averill, Manager

ACCEPTANCE

The undersigned directors of the Hidden Harbor Association, on behalf of the Association, hereby accept and agree to all of the foregoing terms and conditions and assumes and agrees to undertake all of the duties and obligations of the Association hereunder.

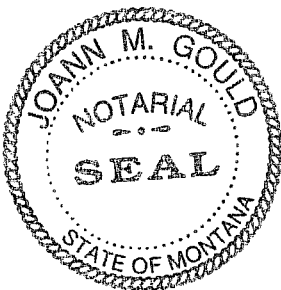
## HIDDEN HARBOR ASSOCIATION

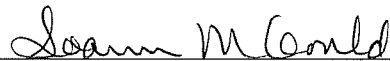
  
 \_\_\_\_\_  
 Jim L. Frizzell, Director

  
 \_\_\_\_\_  
 Douglas D. Averill, Director

STATE OF MONTANA                    )  
   :SS  
 County of Flathead                 )

This instrument was acknowledged before me on this 2<sup>nd</sup> day of March, 2009, by Jim L. Frizzell, Manager of Frontier Mgt., LLC and Director of Hidden Harbor Association.

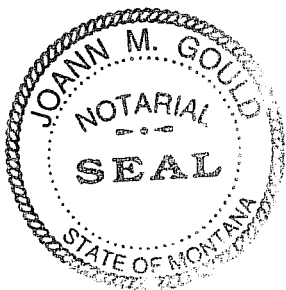


  
 \_\_\_\_\_  
 Signature of Notary Public  
 JOANN M GOULD  
 \_\_\_\_\_  
 Printed Name of Notary Public  
 Notary Public for the State of Montana  
 Residing at Kalispell, Montana  
 My commission expires: 04/05/09

496911

STATE OF MONTANA                     )  
  :SS  
County of Flathead                     )

This instrument was acknowledged before me on this 2<sup>nd</sup> day of March, 2009, by Douglas D. Averill, Manager of Frontier Mgt., LLC and Director of Hidden Harbor Association.



Joann M. Gould  
Signature of Notary Public  
JOANN M. GOULD  
Printed Name of Notary Public  
Notary Public for the State of Montana  
Residing at KALISPELL, Montana  
My commission expires: 04/05/09

EXHIBIT A**LEGAL DESCRIPTION - MARINA TRACT**

That portion of Government Lot 4, Section 19, Township 26 North, Range 19 West, Lake County, Montana, described as follows:

Beginning at the corner described as the True Point of Beginning of Tract 1 on Certificate of Survey No. 6227 RB, records of Lake County, Montana; thence North 86°56'01" East 171.49 feet to the westerly right-of-way line of Yenne Point Road; thence crossing Yenne Point Road, South 04°04'22" East 110.81 feet to the easterly right-of-way line of Yenne Point Road; thence South 89°58'24" East 152.80 feet; thence South 17°48'24" East 52.50 feet; thence

North 89°58'52" West 182.02 feet to the easterly right-of-way line of Yenne Point Road; thence along said easterly right-of-way line, North 14°45'09" East 51.70 feet; thence crossing Yenne Point Road, North 04°04'22" West 110.81 feet to the westerly right-of-way line of Yenne Point Road; thence along said westerly right-of-way line, South 14°44'09" West 310.78 feet; thence continuing along said westerly right-of-way line, South 04°35'54" East 120.49 feet; thence continuing along said westerly right-of-way line, South 05°32'16" West 70.40 feet to the beginning of a 30.00 foot radius curve concave northwesterly with a radial bearing of

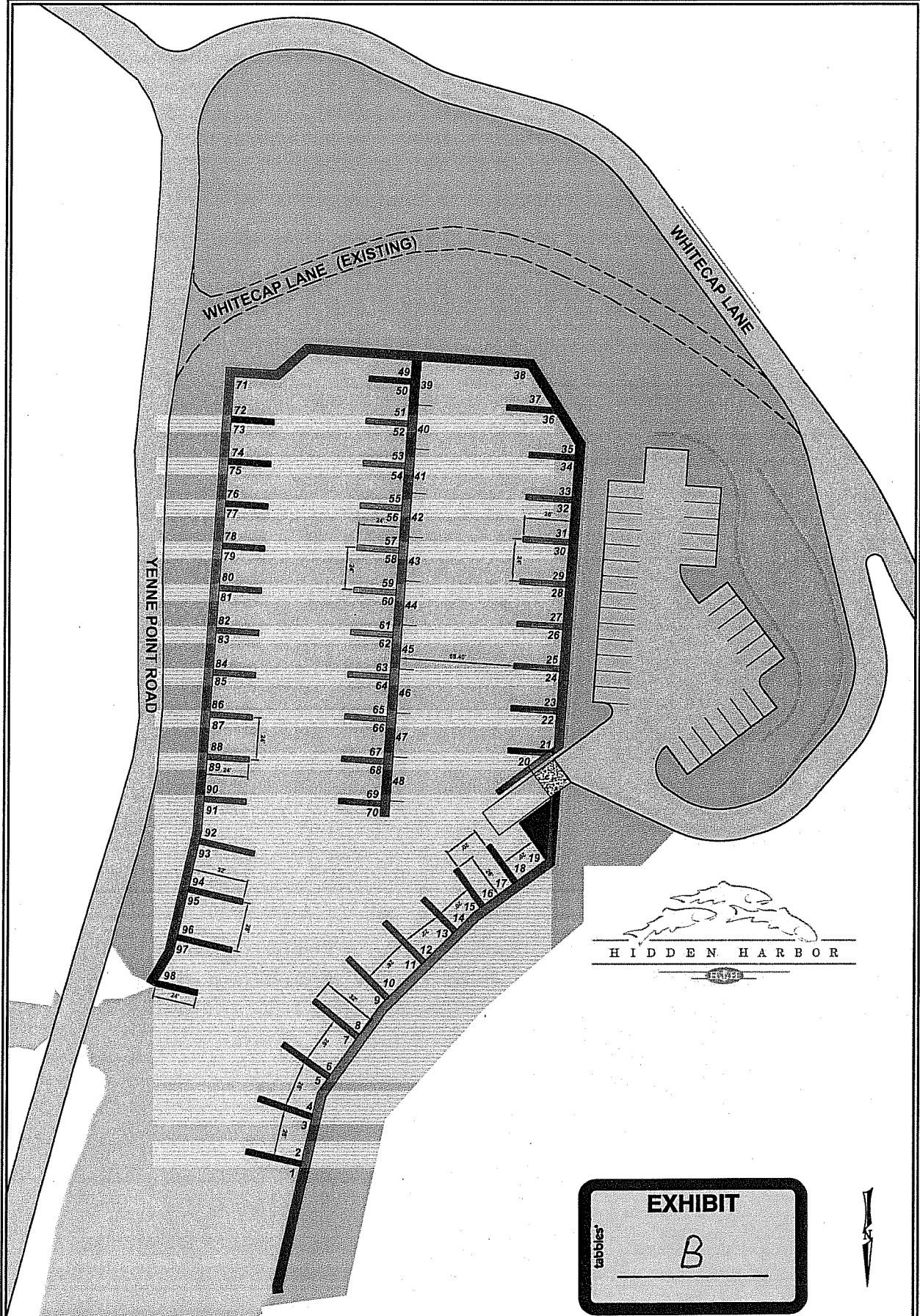
North 71°46'39" West; thence along said curve and continuing along said westerly right-of-way line, through a central angle of 19°42'20", an arc length of 10.32 feet; thence continuing along said westerly right-of-way line, South 05°55'54" West 152.49 feet; thence continuing along said westerly right-of-way line, South 19°04'38" East 4.99 feet to the northerly right-of-way line of Whitecap Lane and the beginning of an 80.00 foot radius curve concave northerly with a radial bearing of North 29°09'25" West; thence along said northerly right-of-way line and said curve, through a central angle of 58°42'40", an arc length of 81.98 feet; thence continuing along said northerly right-of-way line, North 60°26'45" West 23.98 feet to the beginning of a 120.00 foot radius curve concave southwesterly; thence along said curve and continuing along said northerly right-of-way line, through a central angle of 13°49'02", an arc length of 28.94 feet; thence continuing along said northerly right-of-way line, North 74°15'46" West 52.79 feet to the beginning of an 80.00 foot radius curve concave northeasterly; thence along said curve and continuing along said northerly right-of-way line, through a central angle of 38°09'19", an arc length of 53.27 feet; thence continuing along said northerly right-of-way line,

North 36°06'27" West 187.51 feet to the beginning of a 280.00 foot radius curve concave northeasterly; thence along said curve and continuing along said northerly right-of-way line, through a central angle of 7°12'21", an arc length of 35.21 feet; thence North 13°06'20" West 87.15 feet; thence North 19°17'52" East 33.26 feet; thence North 41°30'41" East 62.99 feet; thence North 73°26'15" East 87.61 feet; thence North 54°24'31" East 94.36 feet; thence

North 39°52'36" East 68.15 feet; thence North 31°44'30" East 75.10 feet; thence

North 05°42'34" West 39.14 feet to the Point of Beginning, containing 4.224 acres of land.






**EXHIBIT**

B



SHEET	SHEET TITLE	PROJECT TITLE	DESIGNED BY	DATE	SYM	REVISION	BY	APPR	DATE		
	HIDDEN HARBOR SITE PLAN	HIDDEN HARBOR <i>Bigfork, Montana</i>	DRAWN BY	PROJECT NO.							
			CHECKED BY	Exhibit-J. HHS							
				FILE							



After recording please return to:

498079

Vincent G. Rieger  
Law Office of Vincent G. Rieger, P.C.  
4 Meridian Court  
Kalispell, MT 59901

**STATE OF MONTANA, COUNTY OF LAKE**

Recorded At 10:50 clock A M MAY 12 2009

Microfilm 498079 RUTH E. HODGES Recorder

Fees \$ 2800 By [Signature] Deputy

**FIRST AMENDMENT**  
**TO**  
**DECLARATION**  
**OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS FOR**  
**HIDDEN HARBOR MARINA**

THIS AMENDMENT (the "Amendment") to the Declaration of Covenants, Conditions, Restrictions and Easements for Hidden Harbor Marina (the "Declaration") is made this 7<sup>th</sup> day of May, 2009, by Frontier Mgt. LLC, a Minnesota limited liability company (sometimes called the "Company" in this Declaration).

**RECITALS:**

A. On March 31, 2009, the Declaration was recorded at the office of the Clerk and Recorder of Lake County, Montana at Microfilm No. 496911.

B. In Article XIII of the Declaration, the Company reserved the right to modify the Declaration.

NOW THEREFORE, pursuant to the powers reserved by the Company in the Declaration:

1. Amendment. The Company hereby amends the Declaration in accordance with Article XIII B. (1).
2. Plat of Real Property. A new Article XVII shall be added to the Declaration and shall read:

**ARTICLE XVII**

**PLAT OF REAL PROPERTY**

The Declarant shall, at Declarant's sole discretion, be entitled to amend or update the survey or plat of the real property described on Exhibit "A" without the consent or approval of any interested party (such as lenders or lessees) on the condition that any such change does not negatively affect the real property or the rights of the interested parties in any material manner.

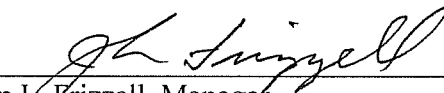
3. Exhibit A. Exhibit A to the Declaration is hereby revised in accordance with the new Exhibit A which is attached hereto and incorporated by reference.

4. Exhibit B. Exhibit B to the Declaration is hereby revised in accordance with the new Exhibit B which is attached hereto and incorporated by reference.

All other provisions of the Declaration not herein amended or in conflict herewith, are hereby ratified and reaffirmed.

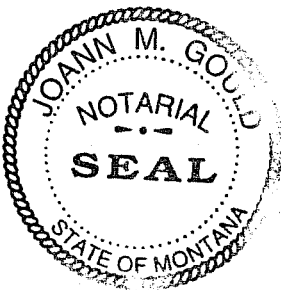
IN WITNESS WHEREOF, an authorized officer of Frontier Mgt. LLC has signed this Amendment on the Date shown above.

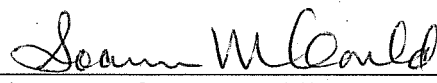
FRONTIER MGT. LLC

  
 \_\_\_\_\_  
 Jim L. Frizzell, Manager

STATE OF MONTANA                     )  
   :SS  
 County of Flathead                    )

This instrument was acknowledged before me on this 7<sup>th</sup> day of May, 2009, by Jim L. Frizzell, Manager of Frontier Mgt. LLC.



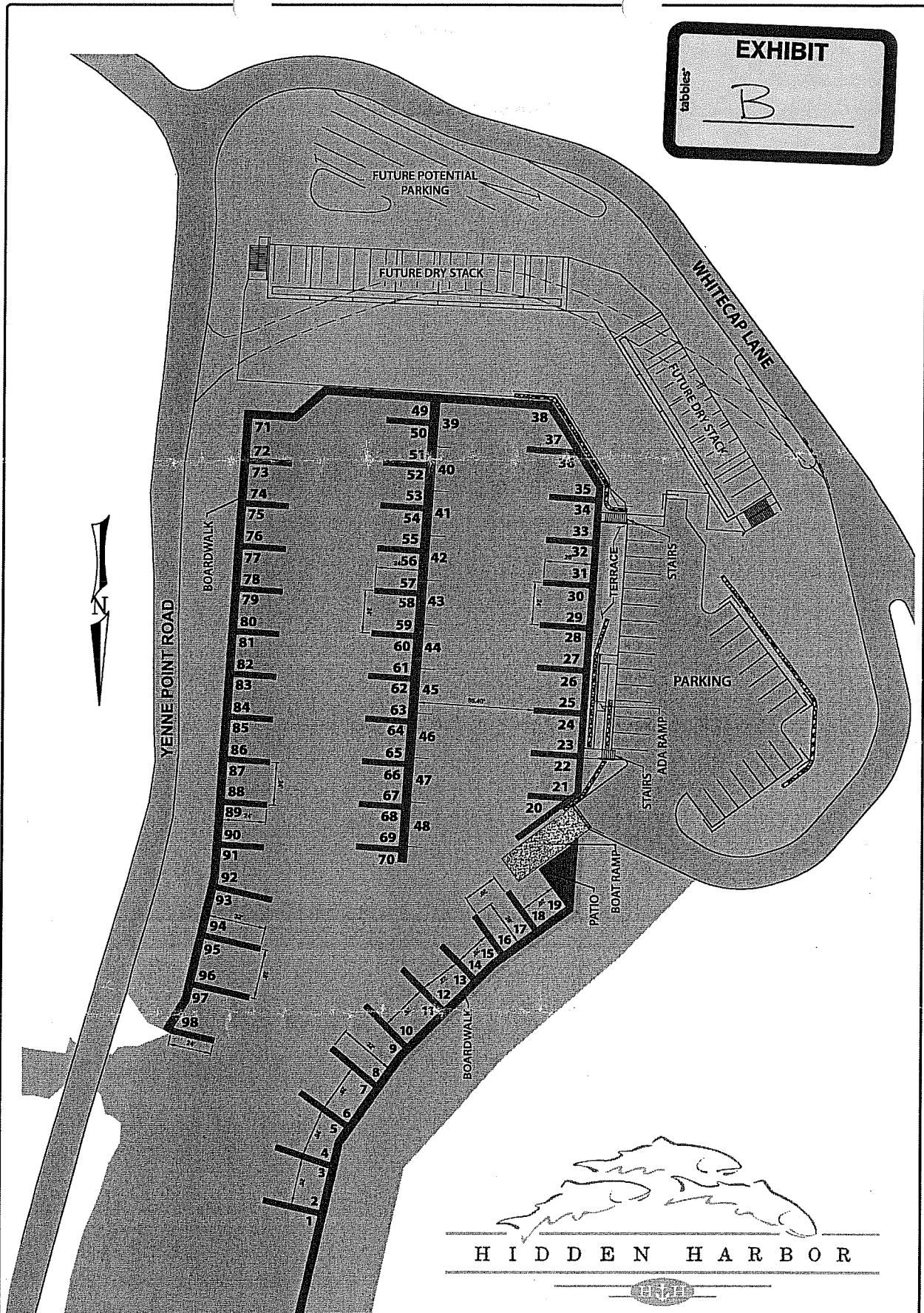
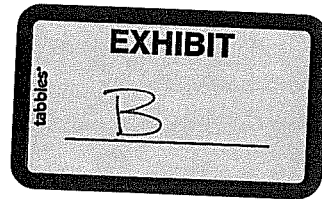
  
 \_\_\_\_\_  
 Signature of Notary Public  
JOANN M GOULD  
 \_\_\_\_\_  
 Printed Name of Notary Public  
 Notary Public for the State of Montana  
 Residing at KALISPELL, Montana  
 My commission expires: 04/05/2013

498079

EXHIBIT A

LEGAL DESCRIPTION

**A TRACT OF LAND AND BEING A PORTION OF GOVERNMENT LOT 4  
OF SECTION 19, TOWNSHIP 26 NORTH, RANGE 19 WEST, P.M.M.,  
LAKE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS  
TRACT 1 OF CERTIFICATE OF SURVEY NO. 6227-RB.**



HIDDEN HARBOR

After recording please return to:

Vincent G. Rieger  
Law Office of Vincent G. Rieger, P.C.  
4 Meridian Court  
Kalispell, MT 59901

**STATE OF MONTANA, COUNTY OF LAKE**  
Recorded At 4:27 O'clock P. M JUN 30 2009  
Microfilm 499574 **RUTH E. HODGES** Recorder  
Fees \$ 6900 By Judy Muniz Deputy

**SECOND AMENDMENT**  
**TO**  
**DECLARATION**  
**OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS FOR**  
**HIDDEN HARBOR MARINA**

THIS AMENDMENT (the "Amendment") to the Declaration of Covenants, Conditions, Restrictions and Easements for Hidden Harbor Marina (the "Declaration") is made this 30<sup>th</sup> day of June, 2009, by Frontier Mgt. LLC, a Minnesota limited liability company (sometimes called the "Company" in this Declaration).

**RECITALS:**

- A. On March 31, 2009, the Declaration was recorded at the office of the Clerk and Recorder of Lake County, Montana at Microfilm No. 496911.
- B. On May 12, 2009, the First Amendment to the Declaration was recorded at the office of the Clerk and Recorder of Lake County, Montana at Microfilm. No. 498079.
- C. In Article XVII of the Declaration, the Company reserved the right to amend or update the survey or plat of the real property.
- D. On June 16, 2009, the Company recorded an Amended Plat enlarging the Marina tract to 4.224 acres.
- E. The Company desires to amend the Declaration accordingly.

NOW THEREFORE, pursuant to the powers reserved by the Company in the Declaration:


1. Exhibit A - Legal Description. Exhibit A to the Declaration is hereby revised in accordance with the updated Exhibit A which is attached hereto and incorporated by reference.

2. Exhibit C - Amended Plat. A copy of the Amended Plat of Tracts 1 and 2 of Mauzey Tracts and Portions of Government Lots 3 & 4 is attached hereto as new Exhibit C to the Declaration. Tract 1 is the Marina Tract. Tracts 2, 3 and 4 are not part of the Marina nor subject to the Declaration.

All other provisions of the Declaration not herein amended or in conflict herewith, are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, an authorized officer of Frontier Mgt. LLC has signed this Amendment on the Date shown above.

FRONTIER MGT. LLC

  
 \_\_\_\_\_  
 Jim L. Frizzell, Manager

STATE OF MONTANA                     )  
   :SS  
 County of Flathead                    )

This instrument was acknowledged before me on this 30<sup>th</sup> day of June, 2009, by Jim L. Frizzell, Manager of Frontier Mgt. LLC.



JULIE DARLING  
 NOTARY PUBLIC-MONTANA  
 Residing at Somers, Montana  
 My Comm. Expires Feb. 10, 2010

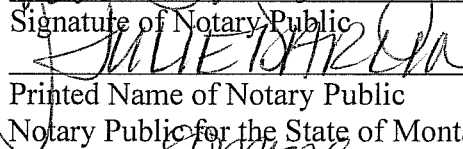
  
 \_\_\_\_\_  
 Signature of Notary Public  
 JULIE DARLING  
 \_\_\_\_\_  
 Printed Name of Notary Public  
 Notary Public for the State of Montana  
 Residing at SOMERS Montana  
 My commission expires: 2/10/2010

EXHIBIT ALEGAL DESCRIPTION - MARINA TRACT

That portion of Government Lot 4, Section 19, Township 26 North, Range 19 West, P.M.,M., Lake County, Montana, described as follows:

Beginning at the corner described as the True Point of Beginning of Tract 1 on Certificate of Survey No. 6227 RB, records of Lake County, Montana; thence North 86°56'01" East 171.49 feet to the westerly right-of-way line of Yenne Point Road; thence crossing Yenne Point Road,

South 04°04'22" East 110.81 feet to the easterly right-of-way line of Yenne Point Road; thence South 89°58'24" East 152.80 feet; thence South 17°48'24" East 52.50 feet; thence

North 89°58'52" West 182.02 feet to the easterly right-of-way line of Yenne Point Road; thence along said easterly right-of-way line, North 14°45'09" East 51.70 feet; thence crossing Yenne Point Road, North 04°04'22" West 110.81 feet to the westerly right-of-way line of Yenne Point Road; thence along said westerly right-of-way line, South 14°44'09" West 310.78 feet; thence continuing along said westerly right-of-way line, South 04°35'54" East 120.49 feet; thence continuing along said westerly right-of-way line, South 05°32'16" West 70.40 feet to the beginning of a 30.00 foot radius curve concave northwesterly with a radial bearing of

North 71°46'39" West; thence along said curve and continuing along said westerly right-of-way line, through a central angle of 19°42'20", an arc length of 10.32 feet; thence continuing along said westerly right-of-way line, South 05°55'54" West 152.49 feet; thence continuing along said westerly right-of-way line, South 19°04'38" East 4.99 feet to the northerly right-of-way line of Whitecap Lane and the beginning of an 80.00 foot radius curve concave northerly with a radial bearing of North 29°09'25" West; thence along said northerly right-of-way line and said curve, through a central angle of 58°42'40", an arc length of 81.98 feet; thence continuing along said northerly right-of-way line, North 60°26'45" West 23.98 feet to the beginning of a 120.00 foot radius curve concave southwesterly; thence along said curve and continuing along said northerly right-of-way line, through a central angle of 13°49'01", an arc length of 28.94 feet; thence continuing along said northerly right-of-way line, North 74°15'46" West 52.79 feet to the beginning of an 80.00 foot radius curve concave northeasterly; thence along said curve and continuing along said northerly right-of-way line, through a central angle of 38°09'19", an arc length of 53.27 feet; thence continuing along said northerly right-of-way line,

North 36°06'27" West 187.51 feet to the beginning of a 280.00 foot radius curve concave northeasterly; thence along said curve and continuing along said northerly right-of-way line, through a central angle of 7°12'21", an arc length of 35.21 feet; thence North 13°06'20" West 87.15 feet; thence North 19°17'52" East 33.26 feet; thence North 41°30'41" East 62.99 feet; thence North 73°26'15" East 87.61 feet; thence North 54°24'31" East 94.36 feet; thence

North 39°52'36" East 68.15 feet; thence North 31°44'30" East 75.10 feet; thence

North 05°42'34" West 39.14 feet to the Point of Beginning, containing 4.224 acres of land, more or less.



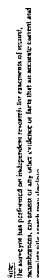
Also known as Tract 1 of the Amended Plat of Tract 1 & 2 of Mauzey Tracts and Portions of Government Lots 3 & 4.

499574

**EXHIBIT C**

**AMENDED PLAT**

*Located in Government Lots 3 & 4,  
Section 19, Township 26 North, Range 19 West, P.M., M.,  
Lake County, Montana*



**LEGEND:**

- Found 5/8" Ribbed with Yellow Plastic Cap marked, "CARBIDE 904415"
- Found 5/8" Ribbed with Aluminum Cap marked, "NUTRIUM 1025"
- Found 5/8" Ribbed with Yellow Plastic Cap marked, "DYNAL 2616"
- Found 5/8" Ribbed with Yellow Plastic Cap marked, "DYNAL 2616"
- Found 5/8" Ribbed with Yellow Plastic Cap marked, "HOBAS 29115"
- Found 5/8" Ribbed with Yellow Plastic Cap marked, "WESTER 4139"
- Found Rebar Grade
- Found 5/8" Ribbed, no cap or unremovable cap
- Found PVC
- Found 5/8" Ribbed with Yellow Plastic Cap marked, "DUFFEY 162415"
- Found 5/8" Ribbed with Yellow Plastic Cap marked, "DUFFEY 162415"

**Keyed Information:**

- 11 - Record Information per Certificate of Survey No. 42272B
- 12 - Record Information per the Amended Plat of Lot 1, Roman Estate and Portions of (Lots 1, 2, 3 & 4)

[illegible]



After recording please return to:

Vincent G. Rieger  
Law Office of Vincent G. Rieger, P.C.  
4 Meridian Court  
Kalispell, MT 59901

500917 COVENANTS Pages: 3  
STATE OF MONTANA LAKE COUNTY  
RECORDED: 08/20/2009 4:08 KOI: COVENANTS  
RUTH E. HODGES CLERK AND RECORDER  
FEE: \$21.00 BY: *Carla J. Buys, Dep*  
TO: ,

**THIRD AMENDMENT**  
**TO**  
**DECLARATION**  
**OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS FOR**  
  
**HIDDEN HARBOR MARINA**

THIS AMENDMENT (the "Amendment") to the Declaration of Covenants, Conditions, Restrictions and Easements for Hidden Harbor Marina (the "Declaration") is made this 12<sup>th</sup> day of August, 2009, by Frontier Mgt. LLC, a Minnesota limited liability company (sometimes called the "Company" in this Declaration).

**RECITALS:**

- A. On March 31, 2009, the Declaration was recorded at the office of the Clerk and Recorder of Lake County, Montana at Microfilm No. 496911.
- B. On May 12, 2009, the First Amendment to the Declaration was recorded at the office of the Clerk and Recorder of Lake County, Montana at Microfilm. No. 498079.
- C. On June 30, 2009, the Second Amendment to the Declaration was recorded at the office of the Clerk and Recorder of Lake County, Montana at Microfilm. No. 499574.
- D. In Article XIII of the Declaration, the Company reserved the right to modify the Declaration and the Company desires to modify the Declaration as set forth herein.
- E. Pursuant to Article XIII B (2) of the Declaration, notice of the proposed modifications was served on all Slip Lessees and less than 80% of the Slip Lessee's objected to the proposed modifications.

NOW THEREFORE, pursuant to the powers reserved by the Company in the Declaration:

1. Certification. The Company hereby certifies that the notice prescribed by Article XIII B (2) of the Declaration was provided to the Slip Lessees and less than 80% of the Slip Lessees objected to the proposed modification of the Declaration within thirty (30) days of mailing of the notice.

2. Article V A (1). Article V A (1) of the Declaration is hereby amended to read:

(1) Except as provided in this Article V A. (1), Declarant shall be exempt from all of the Assessments described in this Declaration.

(a) Declarant shall pay a portion of and not be exempt from Assessments related to real property taxes on the Marina real property and the fire, extended casualty, and liability insurance premiums on the improvements located within the Marina that the Declarant is obligated to pay pursuant to the Leases.

(b) Declarant's portion of the Assessments shall be a fractional share whose numerator is the total number of constructed Boat Slips (either wet or dry) that are not leased (either seasonal or long-term) and whose denominator is the total number of constructed Boat Slips that are able to be leased multiplied by the total amount of real property taxes on the Marina real property and the total cost of the premiums for the fire, extended casualty, and liability coverage on the improvements located within the Marina.

(c) Declarant's partial exemption from assessments shall terminate on August 8, 2029. At that time, if Declarant is the lessee or owner of any Boat Slips, Declarant shall be subject to full assessments, on the same basis as the other Boat Slip Lessees.

3. Article VI C - Easement. Article VI C of the Declaration is hereby amended to read:

C. To Slip Lessees. During the term of any duly executed and valid slip Lease, a non-exclusive easement for ingress and egress to and from their respective Boat Slips by land, across the docks and moorage walkways in the Marina, and across the waters of the Hidden Harbor Lagoon. Additionally, a non-exclusive easement for reasonable and necessary vehicular ingress and egress on the private roadways, over the parking lot, and on the boat launch ramp within the Marina and an easement for day-use parking in the designated parking lot or lots.

4. New Article XVIII. A new Article XVIII shall be added to the Declaration and shall read:

## ARTICLE XVIII

### CONVEYANCE OF REAL PROPERTY TO ASSOCIATION

A. Declarant shall, at no cost to the Association, assign, convey, and transfer the real property described on Exhibit A, and all improvements located thereon, to the Association within one hundred and eighty (180) days of the date that is the earlier of:

(1) The sale or other conveyance to third parties of ninety-five percent (95%) of the existing Wet Slips and the to be built Dry Slips located within the Marina; or



After recording please return to:

Vincent G. Rieger  
Law Office of Vincent G. Rieger, P.C.  
4 Meridian Court  
Kalispell, MT 59901

504210 COVENANTS Pages: 2  
STATE OF MONTANA LAKE COUNTY  
RECORDED: 01/11/2010 3:19 KOI: COVENANTS  
RUTH E. HODGES CLERK AND RECORDER  
FEE: \$14.00 BY: gmurphy dep  
TO: ,

**FOURTH AMENDMENT**  
**TO**  
**DECLARATION**  
**OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS FOR**  
  
**HIDDEN HARBOR MARINA**

THIS FOURTH AMENDMENT (the "Amendment") to the Declaration of Covenants, Conditions, Restrictions and Easements for Hidden Harbor Marina (the "Declaration") is made this 24th day of November, 2009, by Frontier Mgt. LLC, a Minnesota limited liability company (sometimes called the "Company" in this Declaration).

**RECITALS:**

- A. On March 31, 2009, the Declaration was recorded at the office of the Clerk and Recorder of Lake County, Montana at Microfilm No. 496911.
- B. On May 12, 2009, the First Amendment to the Declaration was recorded at the office of the Clerk and Recorder of Lake County, Montana at Microfilm. No. 498079.
- C. On June 30, 2009, the Second Amendment to the Declaration was recorded at the office of the Clerk and Recorder of Lake County, Montana at Microfilm. No. 499574.
- D. On August 20, 2009, the Third Amendment to the Declaration was recorded at the office of the Clerk and Recorder of Lake County, Montana at Microfilm. No. 500917.
- E. In Article XIII of the Declaration, the Company reserved the right to modify the Declaration and the Company desires to modify the Declaration as set forth herein.
- F. Pursuant to Article XIII B (2) of the Declaration, notice of the proposed modifications was served on all Slip Lessees and less than 80% of the Slip Lessee's objected to the proposed modifications.



NOW THEREFORE, pursuant to the powers reserved by the Company in the Declaration:

1. Certification. The Company hereby certifies that the notice prescribed by Article XIII B (2) of the Declaration was provided to the Slip Lessees and less than 80% of the Slip Lessees objected to the proposed modification of the Declaration within thirty (30) days of mailing of the notice.
2. Article XVII. New Article XVII shall be added and shall state:

## ARTICLE XVII

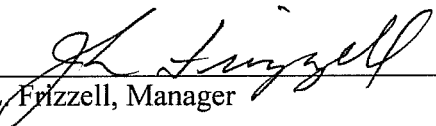
### NOTICE

Any notice to be given pursuant to this Declaration or in any way involving Association business shall be in writing and shall be given electronically via e-mail at the e-mail address provided by the Slip Lessee in the Hidden Harbor Slip Lease. Any Slip Lessee or other party wishing to change its designated e-mail address shall do so by providing notice in writing to the Declarant and the Association. Rejection or other refusal to accept or the inability to deliver because of a changed e-mail address of which no notice was given shall be deemed to be a receipt of the notice.

All other provisions of the Declaration not herein amended or in conflict herewith, are hereby ratified and reaffirmed.

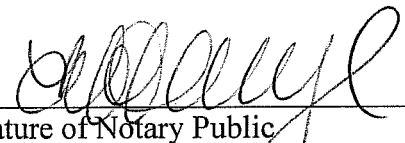
IN WITNESS WHEREOF, an authorized officer of Frontier Mgt. LLC has signed this Amendment on the Date shown above.

FRONTIER MGT. LLC

  
\_\_\_\_\_  
Jim L. Frizzell, Manager

STATE OF MONTANA                     )  
  :SS  
County of Flathead                     )

This instrument was acknowledged before me on this 24 day of November, 2009, by Jim L. Frizzell, Manager of Frontier Mgt. LLC.

  
\_\_\_\_\_  
Signature of Notary Public

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



TIFFANY HAGEN  
NOTARY PUBLIC - MONTANA  
Residing at Bigfork, Montana  
My Comm. Expires May 16, 2013