

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF Vigilante Major Subdivision**

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Jerry Kittson and Daryl South, Managing Members, Vigilante Developers, LLC., of East Helena, Montana, herein referred to as Declarant;

**W I T N E S S E T H:**

WHEREAS, Declarant is the owner of certain property in Lewis and Clark County, Montana, which is more particularly described as follows:

Vigilante Major Subdivision, East Helena, Montana, Lewis and Clark County: Section 24, Township 10 North, Range 03 West.

WHEREAS, Declarant is desirous of subjecting said property and each and every portion thereof, to certain restrictive and protective covenants, easements and reservations as hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

All persons or corporations who now or shall hereafter acquire any interest in and to the herein described real property, or any part thereof, shall take and hold the same, and agree and covenant with the owners of any and all other parts thereof, and with their heirs, successors and assigns, to conform to and observe the following covenants, conditions and restrictions as to the use thereof as to the construction of dwellings and improvements thereon.

ARTICLE I

DEFINITIONS

1. Association shall mean and refer to the Declarant and his successors and

assigns.

2. Owner shall mean and refer to every person or entity who is a record owner of a fee, or undivided fee interest in any lot which is subject by covenants of record to assessment by the association. Record owners who have sold any lot under a recorded contract (or recorded notice of purchasers' interest of that contract) shall not be considered owners, while the purchasers of any lot, which is a part of the properties, under a recorded contract (or recorded notice of purchasers' interest), shall be considered the owner for all purposes herein. Persons or entities have an interest in any lot merely as security for the performance of an obligation are hereby excluded.

3. Property shall mean and refer to that certain real property herein described in the Vigilante Major Subdivision Master Plan.

4. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the property.

5. Declarant shall mean and refer to Vigilante Developers LL., its successors and assigns to the property.

## ARTICLE II

### PROPERTY RIGHTS

1. Every owner shall have a right and easement of enjoyment in and to the roads within the property, which shall be transferred to the City of East Helena. The use of the public roads shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the association to charge reasonable fees for any necessary expenses that may arise from any governmental regulations, emergencies, need to retain legal counsel and attorneys, or any other unforeseen expense of the association that may arise in the future.

(b) The right of the association to suspend the voting rights of an owner for a period during which any assessment, charge or fee against his/her lot remains unpaid.

## ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot, which is subject by covenants of record to assessment by the association shall be a member of the association, excepting, however, any person or entity who has sold or is selling any lot under a recorded contract (or recorded notice of purchasers' interest) shall not qualify as a member. Every person or entity purchasing any lot under a recorded contract (or recorded notice of purchasers' interest) shall be a member of the association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment by the association. Ownership of such lot shall be the sole qualification for membership.

2. Voting Rights. The association shall have only one (1) class of voting membership. The members shall be all owners of lots and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

ARTICLE IV

ASSESSMENTS

1. The Declarant, for each lot owned by him within the property, hereby covenants and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agrees to pay to the association special assessments for expenses which may arise from time to time, including any legal fees incurred for the purpose of enforcing these covenants.

2. The assessments levied by the association shall be used to enforce covenants and to pay for any unforeseen expense that may arise that the association may vote to provide.

3. The association may levy in any assessment year, an assessment applicable

to that year for the purpose of defraying, in whole or in part, the costs of any legal expenses, or other expenses that the association has incurred. If an expense arises, other than legal fees for enforcing the covenants, any such assessment shall have the assent of eighty percent (80%) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

4. Written notice of any meeting called for the purpose of taking any action authorized by Article IV, paragraph 3, above, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast eighty percent (80%) of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. At the subsequent meeting only 80% of those members present need approve the resolution for it to pass.

5. Assessments must be fixed at a uniform rate and may be collected on a bimonthly, quarterly or annual basis. The board may set a figure that they deem reasonable for a reserve in the association account. Once that reserve has been met the Board at its discretion may suspend assessments until such time as the reserve has been used and the account balance has dropped below the reserve amount, at which time the Board may again start charging the assessment. The assessment will be set by the Board from time to time, dependent on the needs of the association.

6. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, plus a reasonable attorney's fee may be assessed should an attorney be retained for the collection of said assessment. The association may bring an action at law against the owner 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 abandonment of his/her lot.

7. The assessments, together with such interest thereon, and costs of collection thereof as herein provided, shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection

thereof as herein provided, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon. The liens herein created shall be deemed to be mechanic's or materialmen's liens as the same are defined by the laws of the State of Montana, and shall be impressed and enforced in accordance with the applicable state law concerning the same and any person buying any property herein thereby waives any right to contest the same if said lien is impressed or enforced according to the provisions of these covenants.

9. The Homeowners Association shall be responsible for all weed control in the common areas. All weed control in the subdivision shall be pursuant to the rules and regulations of the City of East Helena Weed Control Regulations.

10. The Homeowners Association shall be responsible for maintaining architectural control of the properties and buildings constructed on all lots contained in the subdivision. To facilitate said architectural control, the Board of Directors of the Homeowners Association shall create a "Design Review Committee" or Architectural Control Committee who shall maintain architectural control pursuant to Article XXII below.

#### ARTICLE V

1. Land Use. The herein described property, and each and every separate parcel or lot hereafter created therefrom, shall be used for single family residential purposes only. There shall be no more than one single family dwelling constructed or located on each such parcel or lot. A private garage shall be permitted. All garages and outbuildings shall be of similar materials and design as the dwellings.

No drain field or private well shall be placed on any lot.

The Association and any other person or entity appointed by the Association and all governmental authorities shall have legal access rights to all roads for police protection, fire protection, garbage service and other services necessary to the maintenance and preservation of Vigilante Major Subdivision.

No manufacturing, commercial enterprise, industrial enterprise, mining of any type, or any other enterprise of any kind for profit, shall be carried on, upon, in front of or in connection with any lot without the approval and permission of the association.

2. Maintenance. Each property owner shall provide exterior maintenance. The premises, improvements, and appurtenances shall be maintained in a safe, clean, neat and orderly condition. No rubbish or other wastes shall be allowed to accumulate on the property. All containers for the storage or disposal of garbage shall be kept in a clean and orderly condition and shall be kept in an enclosure approved by the architectural control committee. No junk vehicles, shanties, or any unsightly things shall be allowed to accumulate.

3. Temporary Structures. No structure of a temporary character, including but not limited to trailers, mobile homes, set together or expanding trailer houses or basement, tent, shack, barn or outbuilding, other than as above described, shall be constructed, placed or used on any lot at anytime as a residence or otherwise, nor shall any residential structure be occupied until the exterior is completed and in has been hooked to the City of East Helena water supply and sewer system.

4. Nuisances. No obnoxious or offensive activity shall be carried on or permitted on any lot; nor shall the property be used in any way which may endanger the health or safety of, or unreasonably disturb the neighborhood.

5. Animals and Livestock. No horse, cow, mule, donkey, bison, llama, hog, goat, sheep, ducks, chickens, poultry or fowl, or similar animal shall be kept or maintained on the herein described property or on any parcel or lot created therefrom. No person owning any portion of said property shall raise animals or pets for sale or commercial purposes thereon. However, the owner of any parcel or lot may keep the usual house pets which can and must be kept without any continuous or audible disturbance or nuisance to other persons residing in the area. All pets

must be kept under control and on their owner's property and not allowed to wander on adjoining properties.

6. Sanitary Restrictions. All lot owners will follow the City of East Helena Laws, Ordinances and Regulations. No outside toilets shall be constructed except in connection with the construction of a residential dwelling and only for such period that is reasonably necessary to complete the construction of such dwelling. Such toilet shall be a portable toilet that is pumped and maintained weekly.

7. Fences. All property owners may fence their respective lots excepting that all fences must be well built, of good materials and well kept up so as not to adversely affect the aesthetic value of any adjoining property. All fences over 6 feet in height will require a City of East Helena Building Permit. Any fence or other structure placed on the property will need to meet all setbacks and requirements of the City of East Helena. All fences must be approved by the architectural control committee.

8. Utility Easements. Easements shown on the survey/plat of the property are reserved for the installation, maintenance and repair of electric lines, telephone lines, natural gas lines, television cable lines, irrigation and domestic water lines. Any and all surface disturbance to the land resulting from the installation, maintenance or repair of any such lines or utilities shall be timely repaired and the land shall be restored to the natural-appearing condition. All streets and roads shall serve as utility easements, as well as any other easements and right of ways shown on the plats/surveys of the Vigilante Major Subdivision.

9. Building Type. All dwellings and outbuildings shall be of good quality, shall be constructed on the site using new materials, shall be affixed to the land on permanent foundations, and shall be aesthetically compatible with other structures on the property and any lot created therefrom. Each dwelling shall not have less than one thousand three hundred fifty (1350) square feet on the main floor measured on the outside perimeter of the tip of the foundation, exclusive of porches, basements and garages.

No dwellings commonly known as "mobile homes" or "trailers", whether "single wide" or "double wide" or any other nature, and regardless of whether the same is

on wheels or permanent foundations, shall be allowed. No asphalt, plastic, composite or metal siding and no metal, plastic, or wooden roofing shall be used in the construction of any building or outbuilding. All dwellings and outbuildings shall be completely finished on the exterior and interior before the dwelling is occupied as a residence and before human habitation is allowed. No structure of a temporary nature, and no trailers, mobile homes, set together or expanding trailer houses, basements, campers, pickup campers, tents, shacks, barns, garages, or outbuildings shall be used upon the property or any parcel or lot at any times as a residence or for the purpose of human habitation or for camping, either temporarily or permanently. No old buildings, whether intended for use in whole or in part as a residential dwelling, garage, or other outbuilding, shall be moved upon the property or any parcel or lot thereof.

10. Building Construction. All dwelling units shall be constructed to specifications which meet or exceed equivalent provisions in the Uniform Building Code for this seismic zone and approved as to design and location by the architectural control committee.

11. Building Location. No buildings shall be constructed or located closer than fifteen (15) feet front and rear setbacks to the property line and side yard and 10 feet along interior lot lines. Under no circumstance shall any building be allowed on the prohibited areas within these lots. Prior to any building being built, the owner is responsible to verify and follow any additional setback requirements required by the City of East Helena.

12. Motor Vehicles. No trucks, other than passenger or pickup or utility trucks with a capacity of one ton or less, shall be parked, stored or in any manner kept or placed on the property or on any parcel, lot or road within the above-described property. This restriction shall not, however, be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to any portion of the property.

No motor vehicle which cannot be moved under its own power may be left on said property or any lot, other than in a garage, for more than seventy-two (72) hours, or left on any road within said property. Scrap or junk vehicles, or any parts



thereof, shall not be placed or stored on said property or on any lot. On-site parking shall be provided by the owner of each parcel or lot for all his automobiles, trucks, trailers or other vehicles.

13. Recreational Vehicles Use. No recreation vehicles, including motorcycles, snowmobiles, all-terrain vehicles, go-carts, dune buggies, or any other types of recreational vehicle, shall be operated or used on the property or on any parcel or lot in any manner which creates a nuisance or annoyance to any owner or resident or in any manner which violates state law. No unauthorized motorized recreational vehicles shall be on streets or sidewalks. Unoccupied campers, pickup campers, motor homes, boats and boat trailers, snowmobiles and snowmobile trailers, and other recreational vehicles shall be parked in driveways, garages, or carports, and not upon any road.

14. Signs and Billboards. No sign of any kind shall be displayed to the public view on or from the property or any lot except:

(a) Signs as may be required for legal proceedings;

(b) Residential identification signs of combined total area of two (2) square feet or less for each residence.

(c) During the time of construction of any new building or other improvement, job identification signs have a maximum face area of four (4) square feet per sign of the type usually employed by contractors, sub-contractors, and tradesmen; or

(d) "For Sale", "For Rent" or "Beware of Dog" signs of customary and reasonable dimensions.

15. Garbage and Fires. No portion of the property, nor any lot, shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied on a regular basis. No such receptacles shall be placed close to the front property line of any parcel or lot unless the same are constructed so as to be located underground or to be completely screened from sight by a suitable enclosure which does not create any unsightly area or interfere with the surrounding residential development or the beauty of the area and approved as to design and location by the architectural control committee. On any garbage collection days,

garbage cans may be placed in a location convenient for collection. No trash or rubbish may be burned anywhere on the property, and no open fires shall be allowed for any reason or at any time, except in properly designated and constructed barbecue facilities.

16. Chattel Storage. No furniture, fixtures, appliances or other goods and chattels, not in active use, shall be located or stored in any building or open area or on any lot in such manner that such material is visible from any road or from neighboring lot.

17. Water System. The subdivision is services by the City of East Helena water system. Each residence shall be hooked to the City of East Helena Water System at the expense of the own. The owner will pay all current costs and fees to the City of East Helena. Those costs are currently \$500 for a water meter and \$50 for a city inspection. The City of East Helena may change may change those cost from time to time. The lot owner will be responsible for those costs. No lot shall be allowed to drill and construct their own well.

18. Community Wastewater System. The City of East Helena will provide waste water services. The lot owner will be responsible for all hook up fees and charges.

19. Maintenance of Improvements, Maintenance and Landscaping of Lots. The owner of each parcel or lot shall maintain the building or buildings upon each parcel or lot he owns, and all walkways and driveways, in good condition, performing all painting and make all appropriate repairs and replacements as often as the same shall be necessary. Each owner shall complete the landscaping within twelve (12) months of the completion of the dwelling. Each such owner shall maintain the landscaping upon his lot in good condition removing all noxious weeds, and maintaining the same as shall become necessary. After the natural surface of the ground has been disturbed for road building or other construction, it shall be seeded with grass to control and prevent weed growth. Owners are required to keep grass mowed.

20. Night Time Illumination. Outdoor lights shall be directed downward and not be visible from adjacent lots. Lights for occasional outdoor illumination must be attached to buildings. Free standing light poles will not be permitted. All lighting will adhere to the City of East Helena Lighting Ordinance.

21. Subdivision or Resale. Any tract purchased from Declarant can be resold without restriction, excepting these covenants and any bylaws which may be established from time to time by the Homeowners Association. No subdivision of any lot will be permitted.

22. The Lot owners waive the right to protest an RID that may arise regarding the subdivision roads. The lot owner's do not waive the right to protest an RID on a road outside the subdivision.

## ARTICLE VI

### ARCHITECTURAL CONTROL

1. Declarants, Jerry Kittson and Daryl South, or their appointees, shall constitute the architectural control committee until such time as 80% of the lots in Phase 1 through Phase 4 have been sold. Declarants, at their sole discretion, have the right to relinquish their positions as the Architectural Control Committee sooner. At that time the architectural control committee shall be set up according to the provisions contained herein.

2. No residential or other structure and no fence, wall, garage, outbuilding or other structure, nor wire, pipe, septic tank, walkway, hedge, driveway, antenna, or exterior ornament of any kind, or any addition, alteration or remodeling thereof shall be made, erected, altered, placed or permitted to remain upon the properties until plans and specifications showing the nature, kind, height, materials and location of the same shall have been submitted to a Design Review Committee consisting of three members appointed by the Board of Directors of the Homeowners Association and approved in writing by the Committee as to harmony of external design, location in relation to surrounding structures and topography, and the construction and the materials to be used in the construction. At least two of the three committee members shall be members of the Homeowners Association; and it is

suggested that one of the members have professional qualifications in the area of architecture, construction, design or land planning.

In the event the Design Review Committee fails to approve such design, location, construction, and materials within thirty (30) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article will be deemed to have been fully complied with. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the thirty-day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgment of said committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted. Any structure to be erected in accordance with approval so given must be erected and completed within twelve (12) months of approval or new approval obtained. If any structure is begun and is not completed twelve (12) months of the commencement of construction, and in the judgment of the Design Review Committee is of offensive or unsightly appearance, the said committee or the Directors of the Homeowners Association at the option of either 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 in similar operations, and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by an action at law. The Design Review Committee may 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.

3. Neither the Association, the Design Review Committee, nor the individual members thereof, may be held liable by any person for any damages for any committee action taken pursuant to these covenants, including, but not by way of limitation, damage 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.

4. Variances. The Design Review Committee may, after notice to the members

of the Association and hearing, conditionally approve, deny or approve a request to modify the Minimum Building and Use restrictions imposed by Articles II, III, IV, and V according to the following procedure where such approval would not be contrary to the intent of the Article and does not require the consent of the other parties:

(a) Applications. Applications for modifications shall be delivered to each of the members of the Design Review Committee, either in person or by certified mail. The application shall be accompanied by a fee in an amount sufficient to provide for mailing notice to the membership as provided in (b) below. The Design Review Committee shall cause to be made such investigation of facts bearing on the application as will provide necessary information to assure that the action on each such application is consistent with the intent and purpose of these covenants.

(b) Notice of Hearing. Notice of hearing on the application for modifications shall be mailed to each member of the Association by the Design Review Committee at least fifteen (15) days prior to the date set for hearing, and shall be accompanied by a copy of the application for modification. The hearing shall be at the appointed time and place, testimony may be taken by the Design Review Committee from persons affected by the modifications and any experts called by either applicant or a member opposed to modification for the purpose of aiding the Design Review Committee in their deliberations.

(c) Rules for Approval. After hearing and prior to approval of any such application for modification, the Design Review Committee shall designate such conditions as will secure substantial compliance with these Covenants from the applicant and shall find as follows:

(i) Such modifications will not be inconsistent with the intent and purpose of these Covenants and the general plan of the subdivision.

(ii) That strict compliance with the provisions of Articles II, III, IV and V would create unnecessary hardship or unreasonable situations on a particular property due to unusual or extreme topography, unusual shape of the property, or the prevalence of similar conditions in the immediate vicinity of the property.

(iii) That such modifications will have minimal adverse effect on abutting properties or the permitted use thereof.

(iv) That the applicant has agreed in writing to be bound by the conditions imposed by the Design Review Committee for granting such modification and has posted a performance bond in an amount sufficient to insure compliance with the conditions imposed by the Design Review Committee.

(d) Appeal from the Design Review Committee's Decision. An appeal from the Design Review Committee's decision to the membership of the Homeowners Association may be made by either the applicant or any member of the Association opposing modification. Notice of Appeal shall be in writing and shall be delivered to the President of the Homeowners Association or a member of the Board within fifteen (15) days after action of the decision of the Design Review Committee is rendered. Thereafter, the President of the Board of Directors shall call a special meeting of the membership pursuant to the requirements of the bylaws of the Homeowners Association governing special meetings. A quorum for purposes of a special meeting to hear an appeal from the Design Review Committee's decision shall be members representing three-quarters (3/4) of all the votes of members, who must be present in person or by written proxy. If a quorum is present, the proponents and opponents shall then present their respective cases to the membership. If a quorum is not present, the meeting shall be adjourned and the decision of the Design Committee shall stand. An affirmative vote of three-quarters (3/4) of the members present and constituting a quorum shall be required to reverse the action taken by the Design Review Committee.

## ARTICLE VII

### DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any lot, parcel, or portion of the property subject to this Declaration, and by his respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by all

owners of the parcels or lots as then recorded, and thereafter by owners of eighty percent (80%) of the parcels or lots as recorded. Any amendments to be effective must be properly recorded and must have the consent of the declarant if amended prior to Declarant selling 80% of the lots.

#### ARTICLE VIII

##### GENERAL PROVISIONS

1. Notice. Any notice required to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent when mailed by certified or registered mail, postage prepaid to the last known address of the person who appears as member or owner on the records of the association at the time of such mailing.

2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants; and, failure by the association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Invalidation. Invalidation of one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

4. Attorney's Fee. In any action brought by the association to enforce the provisions hereof, whether legal or equitable, the association shall be entitled to a reasonable attorney's fee fixed by the court if it is the prevailing party to the action.

5. Incorporation. The association may incorporate upon the vote of eighty percent of the members who are voting in person or by proxy at a meeting duly called for this purpose. If the association does not incorporate, it shall operate as an unincorporated association, and may adopt bylaws to govern such association upon a vote of eighty percent (80%) of the members who are voting in person or by proxy at a meeting duly called for such purpose.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jerry Kittson, Managing Member

\_\_\_\_\_  
Daryl South, Managing Member

STATE OF MONTANA )  
County of Lewis and Clark ) : ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jerry Kittson and Daryl South, Managing Member, Vigilante Developers, LLC., known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at: Helena, Montana  
My commission expires: \_\_\_\_\_