

Return to:
Jack Ramirez
360 E Loch Lloyd Parkway
Loch Lloyd, MO 64012

JR
~~First Amendment~~ **AMENDED**
AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

OF FAR AND AWAY ESTATES SUBDIVISION

**Re-recording to remove "FIRST AMENDMENT" from the title.*

This document replaces and supersedes the DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF FAR AND AWAY ESTATES SUBDIVISION dated April 28, 2020, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No. 3925216.

WHEREAS, the undersigned are all the owners of the land described in the above-described Document No. 3925216; and

WHEREAS, the boundaries of certain tracts described in said Document No. 3925216 have been modified; and

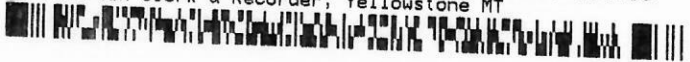
WHEREAS, the undersigned are all of the owners of the tracts now described as the following land located in the North ½ of Section 15, T-1N, R-24E, M.P.M. Yellowstone County, Montana,

Tracts 1A, 5A, 6A, 7A, 8A, 16A, 17A, 18A, 19A, and 22A, Certificate of Survey 781, 2nd Amended, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No.3883466, and Tracts 9A-2 and 10A-2, Certificate of Survey 781, 3rd Amended, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No. 3900687, and Tracts 20A-2 and 21A-2, Certificate of Survey 781, 4th Amended, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No. 3922577; and Tracts 11A-1, 12A-1, 13A-1, 14A-1, 15A-1, and 16A-1, Certificate of Survey 781, 5th Amended, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana as Document No. 3974297; and

WHEREAS, the undersigned owners intend that said land be sold, improved and maintained pursuant to a common plan of development and desire to place the following amended restrictions, covenants and conditions upon the tracts and lots for the benefit of the owners of all of said lands, and

WHEREAS, the undersigned owners will hereinafter be referred to as Developers to distinguish them from Grantees and other future owners.

NOW, THEREFORE, the undersigned hereby declare that all of the above-described property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the above-described real property.



The Grantees of any portion of the above-described real property, by acceptance of a conveyance, covenant and agree faithfully to observe and abide by all of said restrictions, covenants and conditions. The restrictions, covenants and conditions herein shall run with the land and be binding on all parties and all persons claiming under them.

1. Tracts and lots must be used only for private residential purposes and not for agricultural uses. The term "residential purposes" as used herein shall be construed to exclude the raising of sheep, llamas, cattle, goats, chickens, ostriches, swine, poultry, or any other farm animal or livestock, or any reptile, or any animal ordinarily found in the wild, on any tract or lot of any size, but will be construed to include not more than three (3) dogs and two (2) cats, and to also include not more than one horse on a tract or lot of at least five (5) acres in size and not more than two (2) horses on a lot or tract of at least eight (8) acres in size. With respect to the care and feeding of horses, owners must comply with the zoning and other rules and regulations of Yellowstone County, Montana, regarding the necessity of providing sufficient supplementary feed for the horse or horses to avoid overgrazing of the non-irrigated land and to prevent and control noxious weeds. In addition, these amended restrictions hereby require the necessity of providing sufficient supplementary feed for the horse or horses to avoid overgrazing of the tract, to prevent and control noxious weeds, and to keep the tract from becoming an eyesore because of the lack of grass. In the event of an Owner' failure to comply with the aforementioned rules, regulations or restrictions, the Far And Away Homeowners Association, after giving such Owner reasonable notice, an opportunity to be heard, and a reasonable opportunity to correct the situation, may deny that Owner the privilege of having horses on the property either temporarily or permanently as circumstances warrant.

2. Buildings and other structures must be located no less than thirty (30) feet from any property line; provided, however, because of the nature of the terrain, a residence on Tract 21A may be located within 10 (ten) feet of the west boundary of said tract at the recommended building site designated by the Developers. Feeding and watering troughs, as well as any corrals, must be located at least 100 feet from the road. Water or other storage tanks must be underground. All agricultural and recreational equipment must be stored and parked in garages or accessory buildings when not in use.

3. Any building or structure, or the enlargement of any building or structure, must not exceed two stories in height, excluding a basement. The lowest level of the structure will be deemed a basement if at least one overall dimension of the lowest level is no more than two (2) feet above ground level. Any residence erected on any lot or tract must have a ground floor area of not less than sixteen hundred (1600) square feet in the main structure within the perimeter of the exterior walls, exclusive of open porches and attached garages. Each residence must have a two, three or four car attached or detached, enclosed garage.

4. All residences, buildings and structures must be of new construction and materials. No old buildings shall be moved onto any lot or tract. Mobile homes and newly constructed modular or factory built residences are prohibited. Modular or factory built accessory buildings are permitted provided they meet the other requirements for accessory buildings contained herein. Construction equipment or materials of any nature must not be moved onto a lot or tract more than sixty (60) days prior to the start of construction, and a building started must be substantially completed, inside and outside, within one year from the time construction is commenced. A dwelling must be substantially completed before the dwelling is occupied. No excavation shall be permitted on any lot or tract until



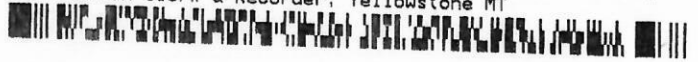
such time as the actual construction of the building is to begin, except that the owners may test the supply of water under said lands and may drill and excavate for that purpose, as well as test for subsoil conditions, provided that such test sites are replaced to their original condition. No accessory building(s) shall be erected on a tract or lot prior to the completion of construction of a single family residence.

5. A maximum of three (3) accessory buildings – two (2) accessory buildings and one (1) garage -- are permitted on each tract or lot. An accessory building may be designed and used for horses, storage, an additional garage for not more than four vehicles, and/or a one-bedroom guest suite. Only one of the accessory buildings may have a one-bedroom guest suite. No other types of accessory buildings are permitted. An accessory building must not exceed twenty-five hundred (2500) square feet of ground floor area and two (2) stories in height. The distance between any accessory building and a dwelling must not be less than eight (8) feet nor more than one hundred (100) feet. The Plan Review Committee, however, may in its sole discretion permit a different location for an accessory building if the Committee finds that the terrain or other pertinent factors makes it significantly more practical or desirable for the accessory building to be more than one hundred (100) from the dwelling, and the Committee further determines that the alternative location does not adversely and significantly affect adjacent tracts. All accessory buildings must be constructed to be in harmony with the residence located on said premises, with the same color of siding and roof as used on the main residential structure. All accessory buildings must be kept in a good state of repair and must not be allowed to become rundown or an eyesore to the neighbors. Partially enclosed carports or other partially enclosed buildings are not permitted. All accessory buildings must have four (4) walls. No flat roofs are permitted.

6. All utility lines and pipes must be placed underground; no overhead lines are permitted. The Grantees are responsible for all line extensions to their point of use. All line extensions for electrical, internet and telephone service must be underground. The Grantees must assume any monthly charges for electrical, internet and telephone services that are assessed to their tract or lot by the utility company.

7. New buildings must not be constructed upon any tract or lot until the construction plans and building specifications, samples or photos of exterior finishes, and a site plan showing the proposed locations of the building and driveway upon the tract or lot have been approved by a majority of the members of the Plan Review Committee as to compliance with these restrictions; compatibility of the external design with existing structures and the natural surroundings; and the location on the tract or lot. The residence on any tract or lot must be constructed on the recommended building site designated by the Developers, unless written permission for another site is obtained in advance from the Plan Review Committee. All exterior finishes and elements are subject to review by the Plan Review Committee. No wood shakes or shingles, and no rough-finished wood siding, will be permitted. Roofs must be architectural shingles of asphalt composite, metal, tile, concrete, or approved synthetic material.

a. The Plan Review Committee is composed of James Hertz, Jack Ramirez, and Todd Hertz. Each member of the committee may designate a representative to act for him or her. In the event of the death or resignation of any member, the remaining members shall have full authority to designate a successor or successors. Approval or disapproval by the Plan Review Committee shall be in writing. In the event the committee fails to approve or disapprove proposed plans within thirty (30) days after



submission of all required plans, specifications, samples, photos and information, the plans will be deemed approved.

b. At such time as a primary residence has been constructed on all tracts or lots, or, at the option of the Plan Review Committee, at any time the Plan Review Committee provides written notice to the Far And Away Estate Homeowners Association (hereinafter referred to in these restrictions as the "Far And Away Estates HOA") of the committee members' desire to relinquish their authority under these restrictions, all authority to appoint members to the Plan Review Committee will be assumed by the Far And Away Estates HOA .

8. The tracts or lots subject to these restrictions, and any building or improvement erected thereon, must not at any time be used for the purpose of any trade, profession, manufacturing, or business of any description, except that in-home trades, professions and businesses are permitted provided that the owner has no outside employees working in the home and provided that the business or trade does not increase vehicle traffic to the home by more than three vehicles per day.

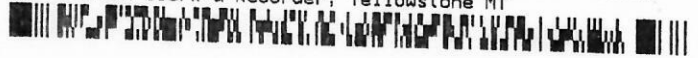
9. No noxious or offensive activity shall be carried on, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

10. No tree on any tract or lot shall be cut down, dug up, removed or intentionally killed by means of chemicals, salt, drilling or any other means without the prior written approval of the Plan Review Committee.

11. To avoid the risk of fires, open fire or open burning on any tract is not permitted. Open fire or open burning means outdoor fire, including, but not limited to, campfires, warming fires, garbage burning barrels, the lighting of any fused explosives and fireworks of any kind or brand, the lighting of model rockets, and the burning of fence lines, range lands, trash or debris. Residential use of indoor fireplaces or outdoor patio fireplaces, including patio charcoal or gas grills, chimineas or other portable patio fireplaces or fire pits is permitted.

12. No trailer, tent, basement, garage, or accessory building shall at any time be used as a residence, temporarily or permanently, nor shall any temporary structure be used as a residence; provided, however that a guest, other than a member of the immediate family of the owner, may not occupy a one bedroom suite in an accessory building for more than 15 days per year.

13. No on-street parking is allowed, except for guests not staying overnight. No trucks over three-quarter ton may be parked on any street. There must be at least four (4) permanently maintained automobile parking spaces on each tract or lot. Inoperable or unlicensed vehicles, vacation-type trailers, motor homes, recreational vehicles of all types and boats may be parked only in enclosed garages or accessory buildings; provided, however, that one (1) vacation-type trailer, motor home, recreational vehicle, or boat may be parked or stored adjacent to a home, garage or accessory building on a concrete or paved pad. Except for (a) vehicles involved in construction work within the tracts or lots, (b) vehicles making a delivery, and (c) emergency vehicles, no vehicle exceeding 8000 GVW is allowed to be parked on any lot or tract except in an enclosed garage or accessory building. No vehicles used in a trade or business shall be stored outside on any tract or lot or on the streets, except vehicles used by building contractors during construction.



14. All pets must be kept on the tract or lot owned or leased by the occupant under the control of the occupant. No animals shall be raised or cared for on a commercial basis. No resident may keep a pet that is a nuisance to other residents.

15. No junk, trash, debris, or organic or inorganic waste shall be permitted to accumulate on any lot or tract or in any street. All junk must be promptly and effectively disposed of, and no tract or lot may be used as a dumping ground or burial pit. Garbage containers must be stored within a building or concealed from view by fences, hedges or other means, except on pickup days. Equipment and building materials must not be stored on any tract or lot, unless enclosed, except during construction of a residence or accessory building.

16. Owners must control all noxious weeds on their tract or lot, including the roadway and barrow pit adjoining their tract or lot.

17. No sign of any kind shall be displayed to the public view except as follows:

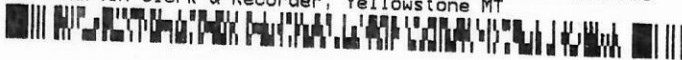
- (a) One sign of not more than 25 square feet for each subdivision or group of contiguous tracts or lots advertising tracts or lots within such subdivision or group for sale.
- (b) One sign on any tract or lot of not more than 25 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- (c) Road signs and street markers.
- (d) Address number posted at the driveway approach to each tract or lot. The address must be visible from both directions on the adjacent roadway. The numbers are to be at least 4" in height on contrasting background and mounted on a permanent material;
- (e) Permanent signs approved by the Plan Review Committee at entrances to the subdivision identifying the area as part of Far And Away Estates.

18. No permanent clotheslines shall be permitted on any of the tracts or lots. Removable or retractable clotheslines are permitted.

19. No television or satellite dishes shall be permitted on any tract or lot unless the dish is no larger than 3 feet in diameter and placed in an inconspicuous location. No antennas or aerials for reception or transmission shall be permitted except indoors; provided, however, outdoor wireless cable, television and cell phone booster antennas approved by the Plan Review Committee are permitted but must be placed in an inconspicuous location.

20. All owners must keep their homes and accessory buildings in good repair. Owners must not permit peeling paint, broken sidewalks or driveways, broken shingles, or any other unsightly condition on their property,

21. Owners must maintain any perimeter fences surrounding their tract or lot, and any other fences on their property, in good repair. All fences must be built to a minimum of 4 wires and steel posts. It is the intention of all parties that the construction of all fences and gates is to protect the road



pavement from cattle damage, not affect the cattle operation on the tracts or lots owned by the Developers, and, if applicable, to contain any horse or horses kept on a tract or lot. If an owner keeps a horse or horses on the property, that owner must have a perimeter fence; provided, however, that the Plan Review Committee may in its discretion permit a variance from this requirement if the terrain of a tract or lot is such that fencing all or some portions of the tract or lot on the perimeter is impractical. The owner must maintain the fences and gates that are built within the road easement. In addition, the owner must maintain any fences that border State Land. Before constructing any fence, the owner must have the specifications, materials and design of the fence approved by the Plan Review Committee.

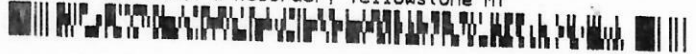
22. Any septic tank or sewage or waste disposal system, and any private water supply systems, including wells, must be located, installed and maintained at all times in compliance with standards established by the Montana Department of Health and Environmental Sciences and by any other governmental agency having jurisdiction, and all of the above-described tracts or lots are subject to the sanitary restrictions and requirements of the State of Montana as prescribed in Title 76, Chapter 4, Part 1, Montana Code Annotated, as amended, and regulations pertaining thereto.

23. Above ground swimming pools are not permitted, with the exception of children's wading pools.

DIVISION OR SUBDIVISION OF TRACTS

The property described above, or any tracts or lots described therein, cannot be divided or subdivided, or boundaries altered, by anyone other than the Developers, except as described below.

- a. Any rights to divide or subdivide, or to alter the boundaries, of any tract or lot are deemed and agreed to be appurtenant to the land, and no such rights can be transferred to any person separate and apart from a conveyance or transfer of a fee interest in the property.
- b. No future purchaser of any of the tracts involved, or smaller tracts or lots as Developers might create by division in the future, shall accrue any of Developers' rights to divide, subdivide or alter the boundaries of any such tracts or lots, unless said rights are specifically and expressly conveyed in a deed to the purchaser from the Developers or from a party or parties that have acquired such rights from Developers as provided herein.
- c. If a Developer's fee interest in the above described land passes by will, trust, or intestate succession, to any heir, legatee, devisee, or trustee, then that Developer's rights to divide, subdivide, or alter the boundaries will be deemed to pass to such heir, legatee, devisee or trustee, whether or not such rights are expressly referenced or conveyed in the will, deed, trust, order or other written instrument.
- d. At such time as (1) the Developers, and (2) their heirs, legatees, devisees, or trustees as provided in subparagraph b, above, and (3) any purchasers to whom division rights were specifically and expressly conveyed as provided in subparagraph c, above, no longer have a fee interest in any tracts or lot, then any owner of a tract or lot shall have the right to divide, subdivide or alter the boundaries if expressly approved by the Far And Away Estates HOA and the owners of at least 60 percent of the then existing tracts or lots.



ROAD MAINTENANCE AND USE

The above described Tracts are subject to the AMENDED ROAD MAINTENANCE AGREEMENT on file and of record in the office of the County clerk and Recorder of Yellowstone County, Montana, as document No. 3981860. Because the maintenance of the roads is provided at the cost of the owners, no owner, without the express written consent of the Far And Away Estates HOA, shall grant any person or entity, entering from property adjacent to Far And Away Estates Subdivision, an easement or other permission, temporary or permanent, to cross any portion of the owner's property to obtain access to and the use of any roads in Far and Away Estates Subdivision; provided, however, the Developers may reserve an easement for such purposes if Developers determine such an easement would be in the best interests of Far and Away Estates Subdivision.

FAR AWAY TRAIL

The portion of Far Away Trail lying north of the cul de sac and constructed along or within Tracts 20A-2, 21A-2, and 7A is hereby designated as an emergency road. Construction of the emergency road was required by the County, primarily for the purpose of providing additional access for firefighting and other emergency equipment in the case of wildfires threatening any portion of Far And Away Estates or the surrounding area. Use of the portion of Far Away Trail referenced above in this paragraph shall be limited to emergency vehicles and to an access driveway for Tracts 7A, 20A-2 and 21A-2. This portion of Far Away Trail may be controlled by emergency gates that may block through traffic, and/or by signs that indicate the road can be used only in an emergency or by emergency vehicles or by invitees of the Owners of Tracts 7A, 20A-2, and 21A-2. If, at any time in the future, Tracts 7A, 20A-2, or 21A-2 are divided or subdivided into smaller tracts that use that portion of Far Away Trail for access, the party dividing or subdividing must widen that portion of Far Away Trail and the use limitations set forth in this paragraph will be deemed removed.

HOMEOWNERS ASSOCIATION

Every owner of the above described Tracts, excluding the Developers, must become members of the Far And Away Estates HOA. Every owner, excluding the Developers, acknowledges and agrees that they are required to be, and by virtue of the ownership of a tract or lot are, Members of the Far And Away Estates HOA.

Developers are not and cannot be members of the Far And Away Estates HOA but must be given notice of each special or regular meeting of the Board of Directors or the Members, and may attend and speak at such meetings.

Far And Away Estates HOA shall have the authority to assess members for the ordinary, usual and necessary expenses of a homeowners association, including road maintenance. The Far And Away Estates HOA shall, among other things, administer the road maintenance obligations of the members set forth in the Road Maintenance Agreement referred to above. Any expenses incurred or maintenance undertaken must be duly authorized in accordance with the articles and bylaws of the Far And Away Estates HOA.

If any member of the Far And Away Estates HOA fails or refuses to pay an assessment for road maintenance or any other ordinary, usual and necessary expenses of a homeowners association, Far And Away Estates HOA shall have a lien against the tract or lot of the non-paying member for the



amount of the unpaid assessment, and shall have the right to foreclose on such lien to collect the unpaid assessment. A notice of such lien shall be recorded in the office of the Clerk and Recorder of Yellowstone County. Such lien shall not have priority over a first mortgage or trust indenture of record. In the event of foreclosure of the lien, the prevailing party shall be entitled to an award of costs and reasonable attorney fees.

No action of the Far And Away Estates HOA can alter, nullify or overrule any provision in these Restrictions, Covenants and Conditions, which can only be changed as provided herein.

RIGHT TO ENFORCE

The owner or owners of any part of the above described real property, and/or the Far And Away Estates HOA, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions, covenants and conditions set forth herein, in addition to an ordinary legal action for damages, and the failure of any owners or the Far And Away Estates HOA to enforce these restrictions at the time of any violation thereof shall not be construed as a waiver of the right to do so at a later time. In the event of a suit to enforce these Restrictions, Covenants and Conditions, the losing party shall be obligated to pay all costs and attorney fees incurred by the prevailing party.

AMENDMENT

These Restrictions, Covenants and Conditions may be amended or rescinded, in whole or in part, only with written consent of the owners of at least sixty (60%) percent of the area of the real property subject to these restrictions; PROVIDED, however, that no amendment or rescission may be made without the written consent of the Developers so long as the Developers have ownership of a tract or any land previously a portion of a tract described above. No amendment or revocation of these restrictions shall be effective unless it is signed by the requisite owners and filed of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

ZONING REGULATIONS

Some of the tracts or lots subject to this Declaration of Restrictions, Covenants and Conditions are within the boundaries of Yellowstone County Zoning District No. 12 created on August 25, 1970 by resolution of the County Commissioners of Yellowstone County, Montana. The restrictions, covenants and conditions herein take precedence over the said Zoning Regulations except in any situation where the Zoning Regulations are more restrictive than those contained herein.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictions, Covenants and Conditions as of this 27 day of July, 2020.



James Hertz
James Hertz

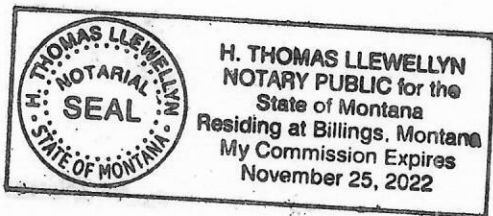
STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 27 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

H. Thomas Llewellyn

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____



Constance R. Hertz Bypass Trust
Constance R. Hertz Bypass Trust
By James Hertz, Trustee By James Hertz Trustee

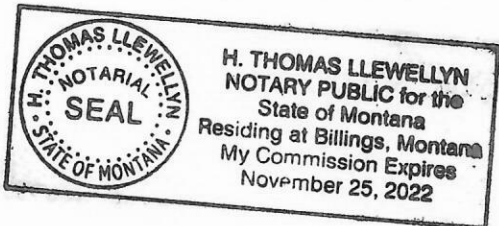
STATE OF MONTANA)
 :SS
County of Yellowstone)

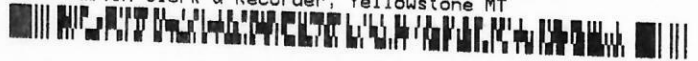
On this 27 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz, Trustee of Constance R. Hertz Bypass Trust, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

H. Thomas Llewellyn

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____





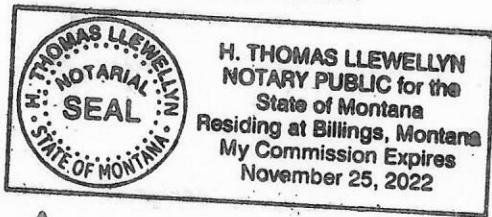
James Todd Hertz
James Todd Hertz

By: James Hertz Attorney in Fact for Todd Hertz
James Hertz, Attorney in Fact for James Todd Hertz

STATE OF MONTANA)
:SS
County of Yellowstone)

On this 27 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact for James Todd Hertz and acknowledged to me that he subscribed the name of James Todd Hertz as principal and his own name as Attorney in Fact.

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



H. Thomas Llewellyn
Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

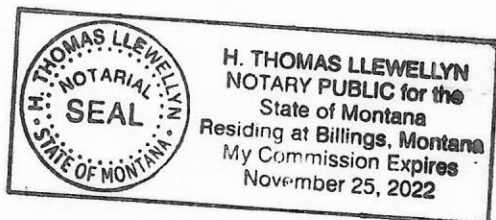
Kerrie Ann Robertson
Kerrie Ann Robertson

By: James Hertz Attorney in Fact for Kerrie Ann Robertson
James Hertz, Attorney in Fact for Kerrie Ann Robertson

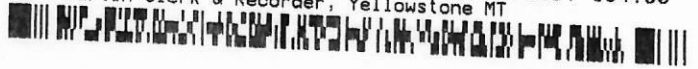
STATE OF MONTANA)
:SS
County of Yellowstone)

On this 27 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact for Kerrie Ann Robertson and acknowledged to me that he subscribed the name of Kerrie Ann Robertson as principal and his own name as Attorney in Fact.

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



H. Thomas Llewellyn
Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____



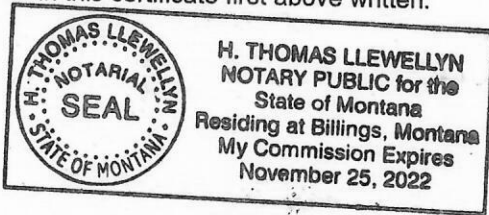
Paul A. Miron
Paul A. Miron

By: James Hertz Attorney in Fact for Paul A. Miron
James Hertz, Attorney in Fact for Paul A. Miron
for Paul A. Miron
STATE OF MONTANA)

:SS
County of Yellowstone)

On this 27 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact for Paul A. Miron and acknowledged to me that he subscribed the name of Paul A. Miron as principal and his own name as Attorney in Fact.

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



H. Thomas Llewellyn
Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

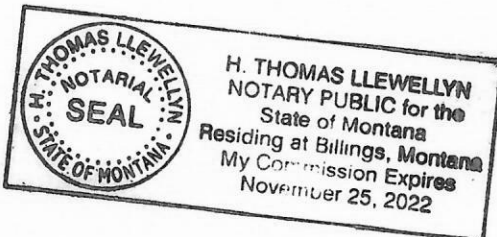
Jamie H. Miron
Jamie H. Miron

By: James Hertz Attorney in Fact for Jamie H. Miron
James Hertz, Attorney in Fact for Jamie H. Miron
for Jamie H. Miron
STATE OF MONTANA)

:SS
County of Yellowstone)

On this 27 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact for Jamie H. Miron and acknowledged to me that he subscribed the name of Jamie H. Miron as principal and his own name as Attorney in Fact.

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



H. Thomas Llewellyn
Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____



Sandra R Fuller

Sandra R. Fuller

By: By Jack S. Ramirez, Attorney in fact
for Sandra R. Fuller
Jack S. Ramirez, Attorney in Fact for Sandra R. Fuller

STATE OF Kansas

County of Johnson :SS

On this 19 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Kansas, personally appeared Jack S. Ramirez known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact for Sandra R. Fuller and acknowledged to me that he subscribed the name of Sandra R. Fuller as principal and his own name as Attorney in Fact.

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

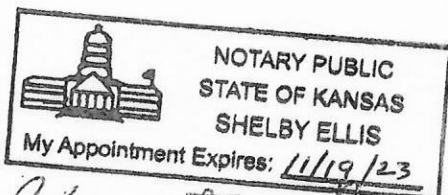
Shelby Ellis

Notary Public in and for the State of Kansas

Printed name: Shelby Ellis

Residing at: 13100 State Line Rd Leawood, KS

My commission expires: 11/19/23 66209



Christine R. Arensberg

Christine R. Arensberg

By: By Jack S. Ramirez, Attorney in fact
for Christine R. Arensberg
Jack S. Ramirez, Attorney in Fact for Christine R. Arensberg

STATE OF Kansas

County of Johnson :SS

On this 19 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Kansas, personally appeared Jack S. Ramirez known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact for Christine R. Arensberg and acknowledged to me that he subscribed the name of Christine R. Arensberg as principal and his own name as Attorney in Fact.

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

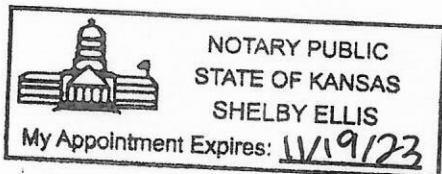
Shelby Ellis

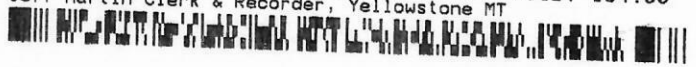
Notary Public in and for the State of Kansas

Printed name: Shelby Ellis

Residing at: 13100 State Line Rd Leawood, KS

My commission expires: 11/19/23 66209





Yellowstone Farms, LLC
Yellowstone Farms, LLC

Jack S. Ramirez, Member Representative

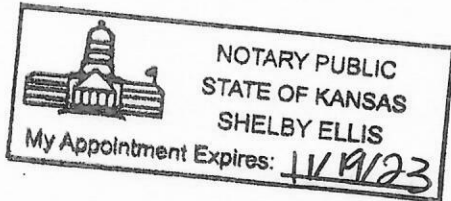
By Jack S. Ramirez
~~Member Representative~~ Member Representative

STATE OF Kansas)

County of Johnson)^{:SS}

On this 19 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Kansas, personally appeared Jack S. Ramirez, Member Representative of Yellowstone Farms, LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Shelby Ellis

Notary Public in and for the State of Kansas

Printed name: Shelby Ellis

Residing at: 13100 State Line Rd Leawood, KS

My commission expires: 11/19/23

66209