

**MEMORANDUM OF HOMEOWNERS ASSOCIATION CONTRACT AND  
 NOTICE OF INCLUSION IN HOMEOWNERS ASSESSMENTS FOR  
 MANDATORY TELECOMMUNICATION SERVICES**

This MEMORANDUM OF HOMEOWNERS ASSOCIATION CONTRACT AND NOTICE OF INCLUSION IN HOMEOWNERSOWNERS ASSESSMENTS FOR MANDATORY TELECOMMUNICATION SERVICES ("Memorandum") is made as of the 27<sup>th</sup> day of November, 2007, by and between Baxter Meadows South LLC, a Montana limited liability company ("Developer"), and Baxter Meadows Master Community Homeowners Association, Inc., a Montana nonprofit corporation (the "HOA").

WHEREAS, Developer is the developer of a mixed residential use real estate development project located in Bozeman, Montana known as "The Crossing at Baxter Meadows" and also as "Baxter Meadows Phase 4a", (the "Development"); and

WHEREAS, the Development is a residential community the legal description of which is attached as Exhibit A; and

WHEREAS, Developer has entered into a contract with LightNex Communications, Inc (formerly named Vivid Networks, Inc.) a Montana corporation ("LCI") to provide telecommunication infrastructure and provide telecommunications services to the Development; and

WHEREAS, telecommunication services may include but are not limited to include, telephone, cable and or satellite television, home security monitoring, high-speed internet access services and wireless communications services.

WHEREAS, the HOA is a homeowners association solely for the Development pursuant to the Declaration of Covenants, Conditions and Restrictions for the Development to be recorded by Developer as Declarant among the Land Records (the "Covenants"); and

WHEREAS, the HOA on its behalf and on behalf of all future owners of homes within the Development (individually "Owner" and collectively "Owners") entered into an Agreement to Obtain Telecommunications Services (the "Agreement"), whereby the HOA engaged LCI to provide telecommunication infrastructure and telecommunications services to Owners hereinafter "Services".

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto give notice of the following:



- 1) The foregoing Recitals are hereby incorporated into this Memorandum as if fully restated and set forth in this first Paragraph.
  
- 2) The Agreement obligates the HOA to make payments to LCI for Services, as designated by LCI regardless of whether Owners use such Services or obtain equivalent services from another provider. To fund such obligation, the Covenants will require all Owners to pay dues and/or assessments for such Services, which may increase from time to time, regardless of whether Owners use such Services or obtain equivalent services from one or more other providers. The obligation of each Owner to pay dues and/or assessments for such Services will be a mandatory obligation that runs with the land and will be secured by a lien on each Owner's home. The Agreement has an initial term of twenty-five (25) years, and no change in control of the HOA shall terminate or modify the Agreement or each Owner's obligation to pay dues and/or assessments for such Services. The HOA's failure to collect dues/assessments for Services will not affect the HOA's obligation to pay the Service Provider(s) as designated by LCI under the Agreement.
  
- 3) This Memorandum is solely for recording and notice purposes, and does not alter, modify, limit, amend or supplement the Covenants or Agreement in any respect.
  
- 4) This Memorandum is not a summary of the Agreement or the Covenants. Reference should be made to the Agreement and Covenants for each of their respective terms, provisions and conditions thereof.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

DEVELOPER:

BAXTER MEADOWS SOUTH, LLC  
a Montana limited liability Company

By: Thomas L. Clinton VP  
Thomas L. Clinton

STATE OF MONTANA  
COUNTY OF GALLATIN

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November, 2007, by Thomas L. Clinton, as Vice President of Potter Clinton Development, the sole member of Baxter Meadows South LLC, on behalf of such company.

My commission expires: 11.02.2011



Shoni Whiteside  
SHONI WHITESIDE Notary Public  
Residing At: BOTHEMAN

[Additional Signature Page Follows]



HOA:

Charlotte Mills-Gallatin Co MTMISC 55.00

BAXTER MEADOWS HOMEOWNERS COMMUNITY  
ASSOCIATION, INC.,  
a Montana nonprofit corporation

By: David L. Blauksma

Name: David L. Blauksma

Title: President / Director

STATE OF MONTANA  
COUNTY OF GALLATIN

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of November, 2007, by David L. Blauksma as President/Director of The Baxter Meadows Master Community Association, Inc., a Montana nonprofit corporation, on behalf of such company.

My commission expires: 11.02.2011



Shoni Whiteside  
Notary Public  
Residing At: Bozeman



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Page: 5 of 5  
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Charlotte Mills-Gallatin Co MTMISC 55.00

Exhibit A

Plat of Baxter Meadows Subdivision, Phase 4a, a parcel of land being Lot 3 of Minor Subdivision No. 400 located in the NE 1/4 of Section 3, T2S, R5E, P.M.M., City of Bozeman, Gallatin County, Montana