

CERTIFICATE OF REGISTERED ARCHITECT

The undersigned, a registered architect, in the State of Montana, hereby certifies and verifies that the floor plans for THE BAXTER which are contained in Exhibit "B" of the THE BAXTER Declaration, are an accurate copy of the plans filed with and approved by the city and county officers having jurisdiction to issue building permits and said plans fully and accurately depict the layout, location, unit description and dimensions of each unit as built.

DATED this 21st day of May, 1982.

George Mattson

STATE OF MONTANA)
 : ss
County of Gallatin)

On this 21 day of May, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George Mattson, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same.

Edmund P. Sevin
Notary Public for the State of MT
Residing at Bozeman, MT
My commission expires: May 9, 1984



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 THE BAXTER

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DECLARATION FORTHE BAXTER

By this Declaration made this 21 day of MAY, 1982, by ROGER L. CRAFT and NORMA J. CRAFT, husband and wife, of 715 West Koch, of Bozeman, Montana, lands and property hereafter described submitted to the provisions of Title 70, Chapter 23 of the Montana Codes Annotated, which Chapter is also known as the "Unit Ownership Act", as a condominium.

This property subject to this Declaration shall be known as THE BAXTER. The address of THE BAXTER is 105 West Main Street, Bozeman, Montana, 59715,

I. DEFINITIONS

Unless the context expressly provides otherwise, the following definitions shall pertain through this Declaration and in the interpretation thereof:

1. Aggregate Voting shall mean the entire number of votes or persons present or available to vote in a particular circumstance.
2. Association or Association of Unit Owners means all of the Unit Owners acting as a group and in accordance with duly adopted By-Laws and this Declaration.
3. Board or Board of Directors shall mean the Board of Directors of the Association as more particularly defined in the By-Laws.
4. Building means a multiple unit building or buildings comprising a part of the property.
5. By-Laws means the By-Laws promulgated by the Association under this Declaration and the Unit Ownership Act.
6. Common Elements means both general common elements and limited common elements.

a) General common elements include all those elements which are for the use of all Unit Owners and guests of Unit Owners of THE BAXTER. Specifically included are:

1) The land upon which the building is constructed, as described above, in this Declaration, and grounds surrounding the same except any portion thereof included in a unit, or for expansion, or made a limited common element by this Declaration.

2) The foundations, columns, girders, beams, supports, main-walls, roofs, lobbies, stairs, foyers, fire escapes, entrances, plumbing and electric chases, cement floor slabs and exits of the building.

3) The yards, gardens and sidewalks outside the building except as designated a limited common element below.

4) Installations of central services such as power, light, gas, hot and cold water and waste disposal.

5) The passenger elevator, tanks, pumps, motors, fans, compressors, ducts, pipes, and in general all apparatus and installations existing for common use.

6) All other elements of the building necessary or convenient to its existence, maintenance, health and safety or normally in common use.

7) Any portions of the building designated on the floor plan as common to all units.

This list is not inclusive and the Association of Unit Owners may add or delete elements pursuant to the method of amendment as hereinafter described.

b) Limited common elements as used in this Declaration shall mean those common elements which are reserved for the use of fewer than all the Unit Owners and guests of Unit Owners of THE BAXTER and exclusive to other such owners and guests. Specifically included are

the following:

1) The hallways on all floors shall be limited common elements to the owners of the units on each respective floor. However, the main lobby and east entrance are part of a designated unit, LH, as is the mezzanine lobby a designated unit, ME, and are not common elements, but all Unit Owners and their guests shall have the right of ingress through each said unit. The routine upkeep and maintenance of these two units shall be the responsibility of the Unit Owner, but all other expenses such as, but not limited to, taxes, insurance, assessments, etc., shall be paid by the Owners Association as common expenses.

2) The central heating and air system shall be limited to the use by Unit Owners owning units on the basement, ground and mezzanine floors.

3) The freight elevator shall be limited to the use by Unit Owners owning units on the basement, ground and mezzanine floors.

4) The percentage of the limited common elements shall be computed by determining the number of units that have use of the limited common elements and dividing that number into the total value of those limited common elements.

7. Common Expenses means expenses of administration, maintenance, repair or replacement of general common elements, expenses agreed upon by the Association of all Unit Owners, expenses declared common by Sections 70-23-610 and 70-23-612, M.C.A., and the expenses for Units LH and ME as set forth in 6 (b)(1) above.

8. Declaration means this document and all parts attached thereto or incorporated by reference.

9. Limited Expenses means the expenses attributable to the maintenance, repair and replacement of limited common elements and are expenses only for owners of units within the respective building for which expenses are accrued.

10. Manager means the manager, the Board of Directors, management corporation, or any other person or group of persons retained or appointed by the Association of Unit Owners for the purpose of conducting the day-to-day operations of THE BAXTER.

11. Property means all of the land, buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the Unit Ownership Act of Montana.

12. Record Officer means the county officer charged with the duty of filing and recording the deeds, mortgages and all other instruments and documents relating to this Declaration and the property which is its subject.

13. Unit shall be the separate condominium units of THE BAXTER and is a parcel of real property included and containing one or more rooms occupying one or more floors or a part or parts thereof, intended for any type of independent use and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

14. Unit Designation is the combination of letters, numbers and works which identify the designated units.

15. Unit Owner means person owning a fee simple absolute or one who is co-owner in any real estate tenancy relationship that is recognized under the laws of Montana in one or more units of THE BAXTER.

II. REAL ESTATE

Description

1. The real property which is by this Declaration submitted to the Unit Ownership Act of Montana is described in Exhibit "A" attached hereto.

Condominium Units

2. Each unit, together with the appurtenant undivided interest in the general common elements of each Unit Owner's building, shall

together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, devised or encumbered not only as a condominium but as a parcel of real property.

Encroachment

3. If any portion of the general common elements or limited common elements encroaches upon a unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a unit encroaches upon the general common elements or limited common elements, or upon an adjoining unit or units, a valid easement for the encroachment and for the maintenance for same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements, or on the units for purposes or marketability of title.

Unit Boundaries

4. Each unit shall include the part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

a) Upper and lower boundaries - the upper and lower boundaries of the units shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1) Upper boundary - the plane of the lowest surfaces of the ceiling concrete slab for all units except for the units on the sixth floor, the plane of the lowest surface of the ceiling not including beams.

2) Lower boundary - the plane of the highest surface of the floor concrete slab.

b) Perimetrical boundaries - the perimetrical boundaries of the

unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

1) Exterior building walls - the plane formed by the center line of the exterior walls of the building except that such boundary shall be extended so as to include within it all windows in the unit and glass doors in the unit, and when there is attached to the building a fixture or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all such structures and fixtures thereon.

2) Interior building walls for boundary units - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries. Where walls between units are of varying thicknesses the plane of the centerline of a boundary wall shall be the median line drawn between the two outermost boundaries of such wall.

III. EASEMENT, COMMON ELEMENT - REMODELING

1. Common Element Easements: A nonexclusive right of ingress and egress and support through the general limited common elements within the building is appurtenant to each unit and all the general limited common elements are subject to such rights.

2. Interior Remodeling: Each Unit Owner shall have the exclusive right to paint, repaint, tile, wax, paper, panel, carpet, brick or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, floors, windows, and doors bounding his own unit, and the interior thereof, so long as such owner does not affect the structural integrity of the building.

IV. OWNERSHIP AND VOTING

Percentile Interest

1. Each Unit Owner shall be entitled to the exclusive own-

ership, use and possession of his unit. Additionally, each Unit Owner shall have a percentile undivided interest in the general common elements which shall also control his liability for common expenses and his voting interest in all matters within the province of the Association of Unit Owners and this Declaration. The percentage of interest for the respective owners shall be computed in the approximate relation that the value of the unit at the date of the Declaration bears to the then combined value of all of the units having an interest in such common elements, and such percentile interest are as listed under Column A as follows:

Unit Description	Column A	Column B
	Undivided Interest (%) (Percentile Interest)	Undivided Interest (%) (Percentile Interest)
6A	2.90614	2.51416
B	2.89176	2.50172
C	2.05732	1.77983
D	1.66888	1.44378
E	1.64010	1.41888
5A	2.90614	2.51416
B	2.89176	2.50172
C	2.05732	1.77983
D	1.66888	1.44378
E	1.64010	1.41888
4A	2.90614	2.51416
B	2.89176	2.50172
C	2.05732	1.77983
D	1.66888	1.44378
E	1.64010	1.41888
3A	2.90614	2.51416
B	2.89176	2.50172
C	2.05732	1.77983
D	1.66888	1.44378
E	1.64010	1.41888
2A	11.16420	9.65837
MA	2.55782	3.94938
B	5.68588	8.77925
C	.93884	.81222
D	.93885	.81222
E	.96922	.83851
F	1.03318	.89383
G	.71078	.61492
H	.60545	.52390
J	.58346	.50477

Unit Description	Column A	Column B
	Undivided Interest (%) (Percentile Interest)	Undivided Interest (%) (Percentile Interest)
1A	3.16978	4.89428
B	2.42398	3.74274
C	1.07046	1.65284
D	2.22437	3.43452
E	1.32057	2.03903
F	3.77740	3.26791
G	3.09305	2.67587
H	2.45828	2.12672
J	.11410	.09872
K	6.19957	5.36338
BA	.30928	.26757
B	.07791	.06741
C	.03836	.03320
D	.11410	.09872
E	.05049	.04369
F	.07672	.06638
G	.28522	.24676
H	.03944	.03413
J	.28403	.43855
K	.04421	.03826
L	.51518	.79546
M	.22151	.19164
N	.61423	.94840
P	.29616	.25622
Q	.03185	.02756
R	.03067	.02654
S	.25011	.21639
T	.31372	.27142
U	.19527	.16894
V	.15927	.13780
W	.35623	.30810

30.5

With regards to unit 2A, this unit currently represents the entire second floor of the building. Declarant reserves the right to designate, divide and design the floor into separate units and to designate the percentile interest of all such units by subsequent amendments to this Declaration, which total of percentile interest shall be equal to the current percentile interest of unit 2.

2. Units MA, MB, 1A, 1B, 1C, 1D, 1E and BA, BJ, BL and BN are by this Declaration given the joint right to expand the size of their units at their expense onto land adjacent and running from the northern exterior wall or existing basement wall of the unit to the north property line. In the event the Unit Owners jointly exercise this right and upon completion of construction, the percentile interest of the general common elements will be changed to those as set forth under Column B, above, and those percentiles will also represent the ownership interests, liabilities and voting interests as above set forth.

Floor Plans and Exhibits

3. THE BAXTER consists of a building and the real property described in Exhibit "A" which contains residential and commercial units. There is a basement in the building and seven (7) floors height. For identification and descriptive purposes, Exhibit B is attached and by reference hereto incorporated into and made a part of this Declaration, which Exhibit B includes the basic unit floor plans for floors designated basement, first, mezzanine, second, third, fourth, fifth and sixth of THE BAXTER and the area of each and the number and types of units contained on each.

Construction Materials

4. The principal materials of construction of the units are reinforce concrete for the floors and walls, wood for the framing, structural and finish work, sheetrock, plywood and wood paneling for the interior, and brick for exterior surfaces. Asphalt is used on the roof of the building.

Service of Process

5. The name of the person to receive service of process for THE BAXTER until other designation is filed of record shall be Roger L. Craft, 715 West Koch, Bozeman, Montana, 59715.



Use

6. The use of all of the units in THE BAXTER other than units on the basement, first, mezzanine and second floors shall be for residential purposes only and there shall be no commercial use whatsoever except that nothing shall prohibit a Unit Owner of any unit from leasing or renting his unit to third parties or holding it out for lease or rental, or entering into an agreement or contract with others for the lease or rental of his unit for residential use. The use of the general common areas shall be for the enjoyment of the Unit Owners, their guests, tenants, leasees and invitees. Units on the basement, first, mezzanine and second floors shall be for all lawful commercial uses not otherwise prohibited by zoning ordinances but may be used for residential purposes. Further, the units and common elements shall be occupied and used as follows:

a) There shall be no obstruction of the common elements nor shall anything be stored in or on the common elements without prior consent of the Association. Each owner shall be obligated to maintain and keep in good order and repair the interior of his own unit.

b) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of the building, or contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be permitted on the common elements.

c) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a building and no sign, awning, canopy, radio or television

antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior consent of the Association except units 1F, 1G and 1K shall be permitted to display their commercial signs on the outside of each said unit, which signs shall be no greater in size, nor more offensive to other Unit Owners than the signs existing outside these units at the date of this Declaration. Also an appropriate sign signifying the name "THE BAXTER" shall be constructed and maintained by the Association on the top and/or front of the building.

d) No animals of any kind, including but not limited to dogs and reptiles, shall be raised, bred or kept in any unit except that cats or other household pets, such as birds and fish, may be kept in units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose.

e) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the property by its residents. No offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

f) Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein.

g) Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Association.

Exclusive Ownership

7. Each owner or owners shall be entitled to exclusive owner-

ship and possession of their unit. Such owners may use the general and limited common elements in accordance with the purposes for which they were intended and as they may otherwise agree between themselves, so long as they do not hinder or encroach upon the lawful rights of other Unit Owners.

V. THE ASSOCIATION

Membership

1. An owner of a unit in THE BAXTER shall automatically upon becoming the owner of said unit, be a member of THE BAXTER Unit Ownership Association, hereinafter referred to as the Association, and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. The membership shall be limited to Unit Owners as defined in this Declaration.

Function

2. There shall be formed an Association of Unit Owners. Membership shall be limited to owners as defined in this Declaration. It shall be the function of the Association to:

- a) Adopt By-Laws of the governance of the Association
- b) Make provision for the general management of the condominium.
- c) Levy assessments as provided for in this Declaration, the By-Laws and the Unit Ownership Act of Montana.
- d) Adopt and implement a policy for the affairs of the condominium.
- e) Enter into contracts or hire personnel for the management of the affairs of the Association and the maintenance and repair of the common areas.

Vote

3. On all matters, unless excluded by this Declaration, to be

decided by the Association each Unit Owner shall have a vote equal to his percentile interest in the general common elements. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and remain a member for the period of his unit ownership. Except as otherwise provided in this Declaration, a majority of the aggregate interest at any meeting or by proxy shall be sufficient to act on matters brought before the Association. Meetings of the Association shall only be conducted when a quorum is present, as defined in the Association By-Laws.

Failure to Comply

4. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may lawfully be amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement to all attorneys' fees incurred in connection therewith, which action shall be maintainable by the manager in the name of the Association, on behalf of the owner, or in the proper case, by an aggrieved owner.

Payment of Assessments

5. All assessments shall be due three (3) days from the date of mailing of such assessment following the meeting at which time assessments are levied by the Association and may be payable in one annual payment or in quarterly installments, at the option of the owner. The amount of the common expenses assessed against each condominium unit and the amount of the limited common expenses assessed against such condominium shall be the personal and individual debt of the owner thereof. No owner may exempt himself from liability for his contribution toward the common expenses and the limited expenses by waiver of the use or enjoyment of any of the general

common elements or limited common elements or by abandonment of his unit. All assessments which are not paid within fifteen (15) days from the date they are due and payable become delinquent and are subject to interest and penalty charges. The manager shall have the responsibility of taking prompt action to collect any unpaid assessment which becomes delinquent. In the event of delinquency in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from due date thereof, together with all expenses, including attorneys' fees incurred, together with such late charges as provided by the By-Laws of the Association. Suit to recover a money judgment for unpaid common expenses and limited expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Unpaid Assessments

6. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any unit shall constitute a lien on such unit prior to all the liens except only (1) tax liens on the unit in favor of the assessing unit and special district, and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit, by the manager or Board of Directors, acting on behalf of the owners of the unit, in like manner as a mortgage on real property. In any foreclosure the Unit Owner shall be required to pay a reasonable rental for the unit, if so provided in the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the owners of the units, shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid common

expenses shall be maintainable without foreclosure or waiving the lien securing the same.

Unpaid Assessment - Mortgagee

7. Where the mortgagee of a first mortgage of record or other purchaser of a unit contains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the units including such acquirer, his successors and assigns.

Levying Assessments

8. The Association of Unit Owners shall levy assessments upon the Unit Owners in the following manner and for the following reasons:

a) Assessments shall be made as a part of the regular business of the Association at any regular or special meeting thereof. Notice of the assessment, the amount thereof, and the purpose for which it is made, including an annual budget for expenditures and operation, shall be served upon all Unit Owners affected by mailing a copy of the notice to said owners at their address of record, at least ten (10) days prior to the date of such meeting.

b) Assessments shall be made for the repair, replacement and general maintenance, management and administration of general common elements, fees, costs and expenses of the manager, taxes for common elements, and for the Unit Owner's percentage share of any special improvement district assessments. Assessments shall be based upon and computed by using the percentile interest that each Unit Owner

has in the general common elements.

c) Assessments may also be made for the payment of limited expenses such that the Unit Owners are chargeable only for the expenses relating to their respective units in accordance with the ratio or percentile interest the value of a unit associated with such limited common elements bears to the combined percentile interest of the other unit or units sharing or having an interest in the limited common elements concerned. If only one unit is associated with the limited common elements involved, then the entire cost of such repair, maintenance or replacement shall be borne by that unit.

d) Assessments may also be made for the payment of limited common element expenses such that the Unit Owners are chargeable only for the expenses relating to their respective units or building. Unit Owners shall share in the payment for limited expenses for the repair, maintenance and replacement of limited common elements for their respective units in accordance with the percentage the condominium unit or units have in the limited common element for which the assessment is being made. If only one unit is associated with the limited common elements involved, then the entire cost of such repair, maintenance or replacement shall be borne by that unit.

e) Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Unit Ownership Act of Montana.

f) Common expenses and profits, if any, of THE BAXTER shall be distributed among and charged to, the Unit Owners according to the percentage of undivided interest of each and the common elements.

g) In a voluntary conveyance of a unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his

Owners, such amendment may be proposed as a resolution by any Unit Owner. Upon adoption of the resolution by majority vote of those present the amendment shall be made a subject for consideration at the next succeeding meeting of the Association with notice thereof, together with a copy of the amendment to be furnished to each owner no later than thirty (30) days in advance of such meeting. At such meeting the amendment shall be approved by receiving the favorable vote of seventy-five percent (75%) of the total percentile vote of all the Unit Owners. If so approved, it shall be the responsibility of the manager to file the amendment with the recording officer of Gallatin County and the County Assessor. The amendment shall become effective upon being filed with the recording officer. Notwithstanding anything stated above, Declarant reserves the right to set the number of units and their boundaries on the second floor by filing an amendment hereto without the requirement of holding a meeting or receiving a vote of any other Unit Owners.

Also, Declarants reserve the right to change the use from residential to commercial of all units on the third floor, being units 3A, 3B, 3C, 3D and 3 E, and to change the designated floor plans for said units at any time prior to the sale of any one of the designated units on the thrid floor by filing amendments hereto, without the requirement of holding a meeting or receiving a vote of any other Unit Owner.

VIII. CHANGES, REPAIRS AND LIENS

Alterations by Unit Owners

1. The interior plan of a unit may be changed by its owner and the boundaries between units may be changed only by the owners of the units affected. No units (other than as are on the basement, first, mezzanine and second floors) may be subdivided. No change in the boundaries of units shall encroach upon the boundaries of the common

elements. Boundary walls must be equal in quality of design and construction to the existing boundary walls. A change in the boundaries between units shall be set forth in an amendment of this Declaration. In addition to compliance with the provisions of paragraph VII above, such amendment must further set forth and contain plans of the units concerned showing the units after the change of boundaries, which plans shall be by an architect licensed to practice in Montana, and attached to the amendment as exhibits, together with the certificate of an architect or engineer required by the Unit Ownership Act. Such an amendment shall be signed and acknowledged by the owners of such units concerned and if Declarant is not such an owner or if the amendment does not pertain to units on the basement, first, mezzanine and second floors, then the amendment shall be also approved by the Board of Directors of the Association and signed and acknowledged by all lienors and mortgagees of the units concerned. This provision shall not apply to units owned by Declarant until such units have been initially sold by the Declarant.

Maintenance by Unit Owners

2. An owner shall maintain and keep in repair the interior of his own unit, including the fixtures thereof. All fixtures and equipment installed in the unit commencing at a point where the utilities enter the unit shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement. An owner shall also keep any balcony, entrance or deck area appurtenant to this unit in a clean and sanitary condition. The right of each owner to repair, alter and remodel is coupled with the obligation to replace any finishing or other materials removed with similar or other types or kinds of materials. All glass replacement shall be with similar quality, shade and design. No act or alteration, repairing or remodeling by any Unit Owner shall impair in

DECLARATION AND BY-LAWS FOR
THE BAXTER CONDOMINIUM

INDEXED
PLATED

State of Montana } ss. 99107
County of Gallatin }
Filed June 23, 1982
at 9:05 AM., and
Recorded in book 70 of
MISCELLANEOUS Page 1029
Lucille C. Bridges
County Clerk & Recorder
By Carol M. Taylor
Deputy
Fee \$ 110.00
Rt: American Land Title

Floor and Site Plans in File Drawer

CERTIFICATE

The undersigned, being the duly authorized agent of the Department of Revenue of the State of Montana and within the County of Gallatin, herein executes the following certificate relating to the THE BAXTER situated on the following:

Lots 1, 2, 3 and the east 18 feet of Lot 4 in Block "B" of Tracy's First Addition to the City of Bozeman, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

1. The name THE BAXTER is not the same as, similar to or pronounced the same as, a word in the name of any other property or subdivision within Gallatin County, and

2. All taxes and assessments due and payable for the same THE BAXTER have been paid to date.

DATED this 23 day of June, 1982.

Ransom Putt

any way the integrity of the units of adjoining owners or the integrity of limited common elements or general common elements.

Liens for Alterations

3. Labor performed or materials furnished and incorporated into a unit with the consent or at the request of the Unit Owner, his agent, his contractor or subcontractor shall be the basis for the filing of a lien against the units of the Unit Owner consenting to or requesting the same. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit or any other owner or against the general common elements, or limited common elements for construction performed or for labor, materials, services or other products incorporated into the owner's unit at such owner's request.

Exterior Alterations

4. No owner may change, alter or remodel the exterior of his unit without the prior written consent of the Association.

Liens For Assessments

5. All sums assessed but unpaid for the share of common expenses and limited expenses chargeable to any condominium unit shall constitute a lien on such unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the unit in favor of any assessing authority, and all sums unpaid on a first mortgage or a first trust indenture of record, including all unpaid obligatory sums as may be provided by such encumbrance. To evidence such lien, the manager shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the owner of the condominium unit and a description of the condominium unit. Such notice shall be signed and verified by one of the officers of the Association or by the manager, or his authorized agent, and shall be recorded in the office of the Clerk and Recorder

of Gallatin County, State of Montana. Such lien shall attach from the date of recording of such notice. Such lien may be enforced by the foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such proceedings the owner may be required to pay the costs, expenses and attorneys' fees incurred for filing a lien and in the event of foreclosure proceedings, additional costs, all expenses and reasonable attorneys' fees incurred.

Foreclosure

6. The Association shall have the power to bid in the condominium unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and vote the votes appurtenant to, convey or otherwise deal with the same. Any encumbrancer holding a lien on a condominium unit may pay, but shall not be required to pay, any unpaid common expenses or limited expenses payable with respect as to such unit, and upon such payment such encumbrancer shall have a lien on said unit for the amounts paid of the same priority as the lien of his encumbrance without the necessity of having to file a notice or claim of such lien.

Insurance

7.1 Purchase

All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Montana.

a) Name insured - the name insured shall be the Association individuals and as agent for the Unit Owners without naming them. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee. Unit Owners may obtain insurance coverage, at their own expense, upon their own personal

property and for their personal liability and living expense.

b) Copies to Mortgagees - One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee of a Unit Owner on request.

7.2 Coverage

a) Casualty - All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against:

1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement; and

2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to, vandalism and malicious mischief.

The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings; inside paint and other inside wall finishes.

b) Public liability - In such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to hired automobile and nonowned automobile coverages, and with cross-liability endorsement to cover

liabilities of the Unit Owners as a group to a Unit Owner.

c) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable and as may be required by the Federal and State laws.

7.3 Premiums

Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use, for other than a residence, misuse, occupancy, or abandonment of a unit or its appurtenances or of the common elements by a Unit Owner shall be assessed against the owner. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

7.4 Insurance Trustee

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Montana with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the insurance trustee. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners and their mortgagees in the following shares, but

which shares need not be set forth on the records of the insurance trustee:

a) Unit Owners - An undivided share for each Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

b) Mortgagees - In the event a mortgagee endorsement has been issued as to a unit, the share of the Unit Owner shall be held in trust for the mortgage and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee pursuant to the provision of this Declaration.

7.5 Distribution of Proceeds

Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

a) Miscellaneous Expenses - Miscellaneous expenses of administration, insurance trustee and construction or remodeling supervision shall be considered as part of the cost of reconstruction or repair and shall be first paid.

b) Reconstruction or Repair - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners,

remittances to Unit Owners and their mortgagees being payable jointly to them.

c) Failure to Reconstruct or Repair - If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

d) Certificate - In making distribution to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association made by its representative or manager as to the names of the Unit Owners and their respective shares of the distribution.

7.6 Association as Agent

The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a suit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

7.7 Benefit to Mortgagees

Certain provisions in this paragraph entitled "insurance" are for the benefit of mortgagees of condominium parcels, and all of such provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

Reconstruction

8.1 Repair After Casualty

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

a) Lesser Damage - If a unit or units are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be repaired.

b) If a unit or units are found by the Board of Directors to be not tenantable after the casualty, the damaged property will be reconstructed or rebuilt.

c) Certificate - The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

8.2 Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements or if not, then according to plans and specifications approved by the Board of Directors of the Association and by more than seventy-five percent (75%) of the Unit Owners, including the owners of all units the plans for which are to be altered. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to this Declaration, which amendment shall be prepared and filed of record in accordance with the provisions of such amended filing, more particularly set forth in paragraph VII and paragraph VIII, subparagraph 1 hereinabove.

8.3 Responsibility

The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair in the condominium property.

8.4 Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair for which the Association

is responsible, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owner's percentile interest.

8.5 Construction Funds

The funds for payment of costs of reconstruction or repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in the sound discretion of the trustee and according to the contract of reconstruction or repair, which contract must have the approval of the Board and the Unit Owners involved.

a) Surplus - It shall be presumed that the first monies disbursed in payment of costs or reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be paid to the Association for the use and benefit of the Unit Owners.

IX. REMOVAL OR PARTITION - SUBDIVISION

THE BAXTER may only be removed from condominium ownership and may only be partitioned or sold upon compliance with each of the conditions hereof:

a) The Board of Directors of the Association must approve the plans of removal, partition or sale, including the details of how any partition or sale and the distribution of the property or funds shall be accomplished.

b) The plan of removal, partition or sale must be approved as provided in the Montana Unit Ownership Act. Upon obtaining such ap-

proval the Board of the Association shall be empowered to implement and carry out the removal or partition plan.

c) No unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, except as provided above.

d) This section shall not apply to the sale of individual condominium units and shall not be considered as a right of first refusal.

e) The common elements of THE BAXTER shall not be abandoned, partitioned, subdivided, encumbered, sold or transferred without compliance with all of the above requirements.

X. INTERPRETATION

The provisions of the Declaration and of the By-Laws to be promulgated and recorded herewith, shall be liberally construed to effectuate the purposes of the said Declaration and By-Laws and to create a building or buildings subject to and under the provisions of the Unit Ownership Act.

XI. REMEDIES

All remedies provided for in the said Declaration and By-Laws shall not be exclusive of any other remedies which may now be or are hereafter available to the parties hereto as provided for by law.

XII. SEVERABILITY

The provisions hereby shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more provisions shall not effect the validity or enforceability of any other provision hereof.

XIII. MISCELLANEOUS

Utility Easements

1. Easements are reserved through the condominium property as

may be required for utility services, including heat, water, sewer, air conditioning, electrical power, cable and telephone in order to serve the condominium adequately; provided, however, such easements through the property or through a unit shall be only according to the plans and specifications for the unit building, as set forth in the recorded plat, or as the building is constructed, unless approved in writing by the Unit Owner.

Irrevocable Right

2. The Association shall have the irrevocable right, to be exercised by the manager, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the limited common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another unit. Damage to the interior or any part of the unit resulting from the maintenance, repair, emergency repair or replacement of any of the general or limited common elements or as a result of any emergency repair within another unit at the instance of the Association, shall be designated either limited or common expenses by the Association and assessed in accordance with said designation.

Expenditures

3. No expenditures or debts in excess of \$900.00 may be made or incurred by the Association or manager without the prior approval of seventy-five percent (75%) of the Unit Owners, according to their percentile interest.

Benefit

4. Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of ROGER L. CRAFT and NORMA J. CRAFT, the Association and each Unit Owner and the heirs,

personal representatives, successors and assigns of each.

Warranties

5. The Declarants expressly make no warranties or representations concerning the property, the units, the Declaration, By-Laws, or deeds of conveyance except as specifically set forth therein and no one may rely upon such warranty or representation not so specifically expressed therein. Estimates of common expenses are deemed accurate, but no warranty or guarantee is made nor is intended nor may one be relied upon.

IN WITNESS WHEREOF, the undersigned, ROGER L. CRAFT and NORMA J. CRAFT, have caused this Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A.

Roger L. Craft

Roger L. Craft
Norma J. Craft

Norma J. Craft

STATE OF MONTANA)
 : ss
County of Gallatin)

On this 21 day of May, 1982 before me, a notary public for the State of Montana, personally appeared ROGER L. CRAFT and NORMA J. CRAFT, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day first above written.



Edmund P. Sedivy

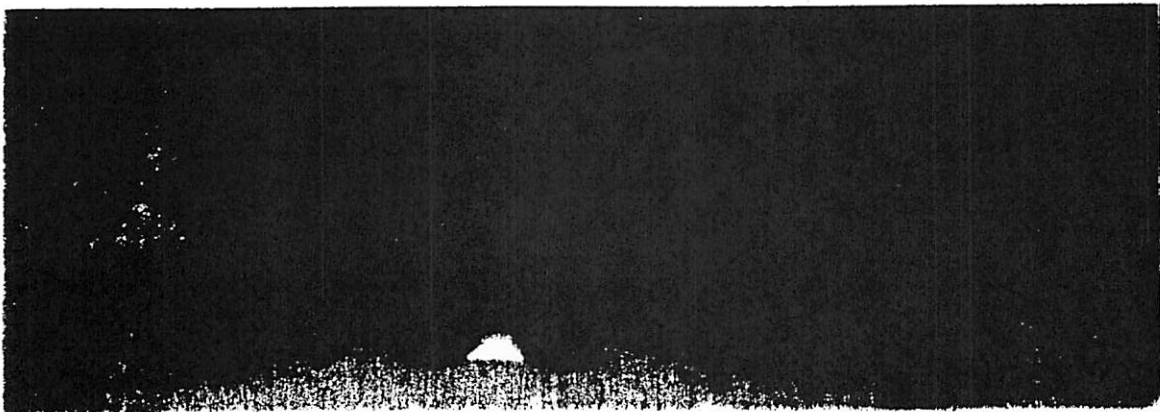
Notary Public for the State of MT.
Residing at Bozeman, MT
My commission expires: May 9, 1984



EXHIBIT "A"

FILM 70 PAGE 1064

Lots 1, 2, 3 and the east 18 feet of Lot 4 in Block "B" of Tracy's First Addition to the City of Bozeman, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.



BY-LAWS OF THE ASSOCIATION OF
UNIT OWNERS OF

THE BAXTER

I.

Purpose and Application

These Articles are and shall be the By-Laws of the Association of Unit Owners of THE BAXTER. These By-Laws shall, upon being recorded with the Clerk and Recorder of Gallatin County, State of Montana, govern and control the administration of THE BAXTER. All Unit Owners, their guests and any renters or subleasees, present and future, shall have the rights and responsibilities described in these By-Laws and shall be subject to the provisions thereof.

The acquisition of ownership interest in THE BAXTER signifies that the owner accepts, ratifies and agrees to comply with these By-Laws.

II.

Membership

Persons owning a unit in THE BAXTER or an interest in a unit, or owning a unit in any real estate tenancy relationship recognized by the State of Montana, shall be a member of the Association of Unit Owners ("Association"). An owner may not decline membership in the Association. Membership begins concurrently with the acquisition of ownership interest and terminates at the time ownership interest is terminated. Such termination shall not relieve any owner of liability for obligations incurred while a member of the Association; further, membership in the Association does not in any way negate or impair any owner's legal remedies, right to bring legal action, or defenses to any and all actions

involving the Association, other Unit Owners, or the management which may arise from or be incidents of unit ownership.

III.

Obligations

Each Unit Owner shall be obligated to comply with these By-Laws, the Declaration, and the laws of the County of Gallatin and the State of Montana. Such obligation shall include, but not be limited to, the paying of assessments levied by the Association, and the adherence to the protective covenants which are a part of the Declaration. Failure of the owner to abide by these By-Laws, and all rules made pursuant thereto, the Declaration, and the laws of the County of Gallatin and the State of Montana, shall be grounds for appropriate legal action by the Association of Unit Owners or by any aggrieved Unit Owner against such noncomplying owner.

IV.

Meetings and Voting

There shall be a regular meeting of the Association annually on the first Monday in March of each year, or on such other date properly announced by the Association.

Pursuant to these By-Laws, the Association may at any time hold special meetings. Such special meetings may be called on the initiative of the Chairman of the Association, by the Board of Directors, a signed request of the manager, or a petition signed by twenty-five percent (25%) of the Unit Owners. Notice of any special meeting must specify the reason for said meeting and the matters to be raised. Only matters set forth in the petition or request may be brought before such meeting unless more than two-

thirds (2/3) of the aggregate interest present agree otherwise.

a) Notice

Notice of all meetings regular or special shall be mailed by the Association's secretary to every Unit Owner of record at his address of record at least ten (10) days prior to the time for holding such meeting. Such notice shall specify the date, time and place of the meeting and shall make provisions to allow for the voting of each Unit Owner's interest by proxy at the discretion of the owner. The mailing of a notice in the manner provided in this paragraph or the personal delivery of such notice by the secretary of the Association shall be considered notice served.

b) Quorum

No meeting regular or special shall be convened to conduct business unless a quorum is present in person or by proxy. A quorum shall consist of forty percent (40%) of the total aggregate interest of THE BAXTER. At any time during any meeting that quorum is not present, such meeting shall be adjourned forthwith.

v.

Voting Interest

Each Unit Owner at Association meetings shall have a voting interest equal to his percentile interest in the general common elements as set forth in the Declaration, a copy of which is being filed concurrently with the filing of these By-Laws with the Clerk and Recorder of Gallatin County, Montana.

Such percentile factor shall be the voting interest of each Unit Owner on all matters affecting the general business of THE BAXTER on all matters affecting the common elements; assessments for the common elements; and on all matters upon which the Association agreed to have voting by the common elements' interests. Voting

upon matters affecting limited common elements and assessments for limited expenses shall be only by owners having a unit or interest in units located in the building affected.

Whenever a quorum is present at the meeting of the Association or the Board of Directors, those present may do any and all acts they are empowered to do unless specific provisions of these By-Laws, the Declaration, or the laws of the State of Montana direct otherwise.

VI.

Board of Directors

The governance of THE BAXTER shall be by the Board of four Directors. Such Board shall have all powers and responsibilities appertaining to the general administration and control of the condominium. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified in these By-Laws.

VII.

Officers of the Board of Directors

The Association shall elect a Board of Directors which shall consist of a: chairman, vice-chairman, secretary, treasurer, and two (2) additional Board members who shall all serve for a term of one (1) year. The manner of election to the Board of Directors shall be as follows: At the first and all subsequent annual meetings of the Association, nominations for position on the Board shall be accepted from any of the Unit Owners present. Voting will be non-cumulative with each Association member having a vote equal to his percentage interest in the general common elements. Board members shall be elected by majority vote of the interests present or voting by proxy at any annual or special meeting. The first Board,

consisting of three (3) persons, as listed below, shall serve until the first annual meeting of the Association, at which time the Board shall be elected by the members. In addition to persons who own any unit in THE BAXTER, other persons eligible to be elected to the Board of Directors of the Association shall include persons who are members of the Board of Directors of any corporation which owns an interest in any unit of THE BAXTER, or nominees of the declarant.

VIII.

Powers and Duties of the Board of Directors

The Board of Directors shall have the following powers and duties:

- a) To call annual meetings of the Association and give due notice thereof.
- b) To conduct elections to the Board of Directors.
- c) To enforce the provisions of the Declaration, By-Laws and protective covenants of THE BAXTER, by appropriate action.
- d) To provide for the management of THE BAXTER, by hiring or contracting with suitable or capable management and personnel for the day-to-day operation, maintenance, upkeep and repair of the common and limited common elements.
- e) To levy assessments as allowed by the Declaration, these By-Laws and the State of Montana and to provide for collection, expenditure and accounting of said assessments.
- f) To pay for the expenses for the maintenance, repair and upkeep of the common elements and limited common elements, and to approve payment vouchers either at regular or special meetings.
- g) To delegate authority to the manager of the routine conduct of condominium business, however, such authority shall be precisely defined with ultimate authority at all times residing in

the Board of Directors.

h) To provide a means of hearing grievances of Unit Owners and respond appropriately thereto.

i) To meet at regular scheduled times and to hold such meetings open to all Unit Owners or their agents.

j) To prepare an annual budget for the condominium in order to determine the amount of the assessments payable by the Unit Owners to meet the common and limited common expenses and allocate and assess such charges among the Unit Owners according to their respective interests in the common and limited common elements.

k) To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses, costs or additional capital expenses, because of emergencies.

l) To take appropriate legal action to collect any delinquent assessments, payments or amounts due from Unit Owners or from person or persons owing money to the condominium, and to levy a penalty and to charge interest on unpaid amounts due and owing.

m) To defend in the name of the Association any and all lawsuits wherein THE BAXTER is a party defendant.

n) To enter into contracts necessary to carry out the duties herein set forth.

o) To establish a bank account for THE BAXTER and to keep therein all funds of the Association; withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

p) In general, to act for and carry on the administration and affairs of the Association as authorized and prescribed by the

Declaration and to do all those things which are necessary and reasonable in order to carry out the governance and operation of THE BAXTER.

q) To establish rules and regulations for the conduct, behavior and use of the common elements and for the occupancy of the units so as to protect from interference with the peace and quiet of all the residents.

r) To make repairs, alterations, additions and improvements to the common and limited common elements consistent with managing the condominium in a first class manner and in the best interest of the Unit Owner.

s) To arrange, keep, maintain and renew the insurance for the Association as set forth in the Declaration.

t) To carry out the duties and responsibilities of the Board in all other matters as may be authorized, needed or required by the Declaration.

IX.

Vacancies and Removal

Should a vacancy occur on the Board of Directors, the Board, subject to the exception described below, shall appoint a person eligible under paragraph VII above to serve the unexpired term. Such vacancy shall be filled no later than the next regular Board meeting after which it occurs. Should such vacancy not be filled by the Board at the next regular meeting of the Association, the Association may fill such vacancy.

At any regular or special meeting of the Association any member of the Board may be removed by a majority of the aggregate interests of the condominium unless the Board member is a Unit Owner.

Such vacancy shall be filled by the Association. Such removal matter must be announced in the notice of such special or regular meeting. The personal delivery of such notice by the secretary of the Association shall be considered notice served.

X.

Compensation

No member of the Board of Directors shall receive any compensation for acting as such. Nothing herein, however, shall be construed to preclude compensation being paid to managers which are hired by the Board of Directors.

XI.

Managers

The manager shall be appointed and/or removed by the Board of Directors. The manager shall be bonded and shall have maintained records of the final affairs of the condominium. Such records shall also detail all assessments made by the Association and the status of payments of said assessments by all Unit Owners. All records shall be available for examination during normal business hours to any Unit Owners or his assigned representative.

a) Accounts. The receipts and expenditures of the Association shall be under the direction of the manager and be classified as appropriate, into common expenses and limited expenses, including the following:

1) Current expenses which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance made for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for

succeeding year.

2) Reserve for deferred maintenance which shall include funds for maintenance items which occur less frequently than annually.

3) Reserve for replacement which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4) Betterments which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which shall be a part of the common elements.

5) Other budget items may be provided for in the discretion of the manager.

b) The manager shall prepare and submit to the Board a budget each calendar year, which must be approved then and adopted by the Board. The budget shall include the estimated funds required to defray the common and limited common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practice.

Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1, preceding the year for which the budget is made. If the budget is subsequently amended, budget shall be furnished to each member.

c) Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the audit report shall be furnished to each member not later than March 1st of each year for which the audit is made.

The manager shall generally operate and manage the condominium for and on behalf of the Unit Owners and shall have such other powers and authority as the Board may delegate.

XII.

Amendment of By-Laws

These By-Laws may be amended at any regular or special meeting of the Association providing that a copy of the proposed revision is included in the notice of such meeting. Upon a vote of over seventy-five percent (75%) of the aggregate interest in the condominium, the amendment shall be declared adopted. The secretary shall as soon as practicable after adoption prepare a copy of these By-Laws as amended for certification by the chairman and secretary of the Association. Such amended and certified By-Laws shall then be filed and recorded in the office of the Clerk and Recorder of Gallatin County, State of Montana. By-Laws as amended shall become effective at the time of such record.

XIII.

Assessments

In accordance with the percentile interest in the general common elements as set forth in the Declaration, each Unit Owner shall be assessed for general common expenses. Such assessments and assessments for limited expenses shall be collected and paid according to the terms and under the procedures more particularly set forth in the Declaration. The amount of assessments described about and any other assessments allowed by these By-Laws, the Declaration and by the State of Montana, shall be fixed by the Board of Directors. Notice of each owner's assessments shall be mailed to said owner at his address of record.

XIV.

The Declaration

The undersigned, ROGER L. CRAFT and NORMA J. CRAFT, have filed along with these By-Laws a Declaration whereby the properties known

as THE BAXTER are submitted to Title 70, Chapter 23, M.C.A. The Declaration shall govern the acts, powers, duties and responsibilities of the Association of Unit Owners and in the event these By-Laws and the Declaration are in conflict, the Declaration shall prevail.

The definition of terms set forth in the Declaration shall be applicable throughout these By-Laws and the interpretation thereof.

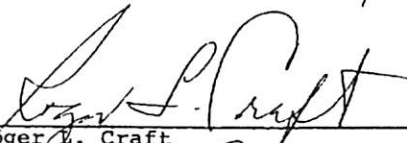
By virtue of the By-Laws and the Declaration each Unit Owner has the right to membership in the Association of Unit Owners, and the Owners Association and additionally, any Unit Owner may be on the Board of Directors of THE BAXTER.

THE BAXTER, Association of Unit Owners and its Board of Directors shall have primary and final authority on all matters solely affecting the condominium area.

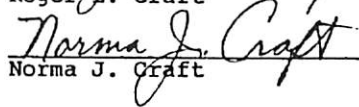
IN WITNESS WHEREOF, the undersigned, as the owner of record of all of the condominium units and 100% of the voting interests of said THE BAXTER as of the date hereof, hereby appointed the following persons to serve on the Board of Directors and as officers until the first annual meeting of the Association, to-wit:

Roger L. Craft	President
Laurie K. Schultz	Treasurer
Norma J. Craft	Secretary

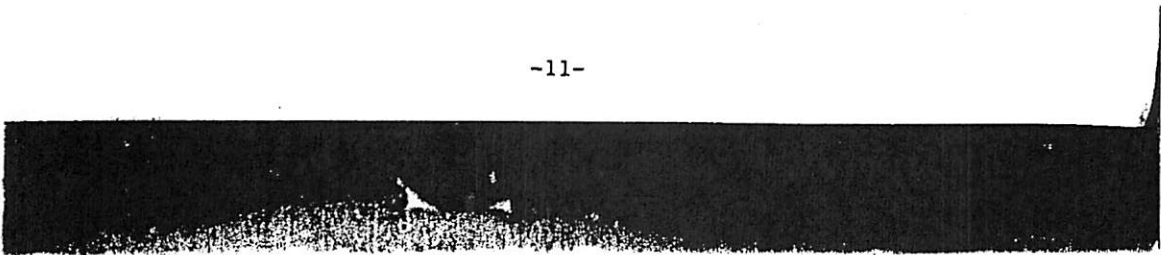
And, Declarants and the said Board hereby declare and affirm the adoption of the foregoing By-Laws on the 21st day of May, 1982.



 Roger L. Craft

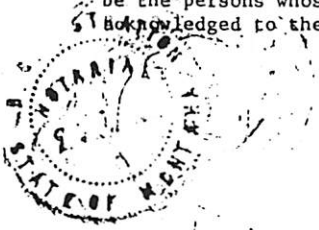


 Norma J. Craft



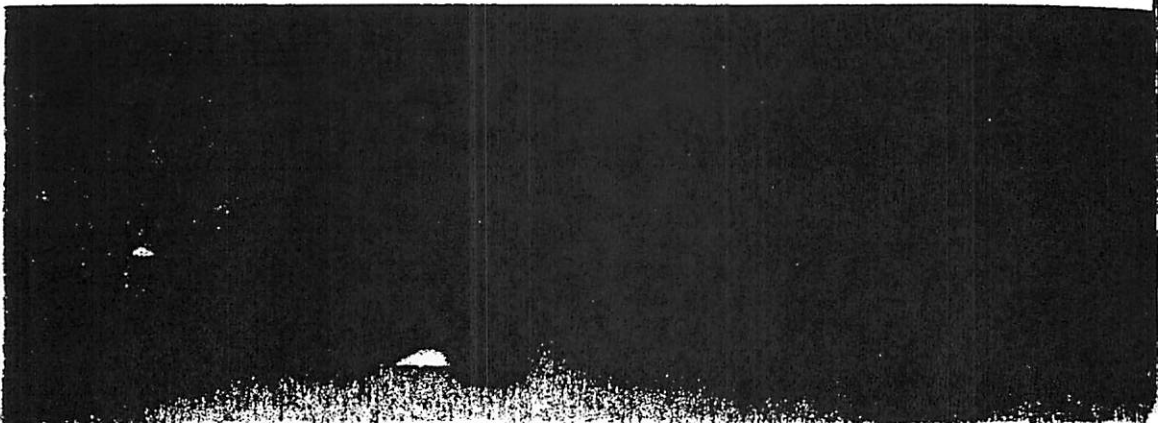
STATE OF MONTANA)
 : ss
COUNTY OF GALLATIN)

On this 21st day of May, 1982, before me, a Notary Public for the State of Montana, personally appeared, ROGER L CRAFT and NORMA J. CRAFT, Known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



A handwritten signature in black ink, appearing to read "R. Strickland", written over a horizontal line.

Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires November 12, 1982



AMENDED DECLARATION FOR THE
BAXTER

Reference is made to the original Declaration and By-Laws for The Baxter, which were Recorded June 23, 1982, in Book 70 of Miscellaneous, Page 1029, Records of Gallatin, County, Montana.

Since the time that the original Declaration and By-Laws were created, changing conditions and the discovery of additional needs have prompted the Association to amend the Declaration and By-Laws. At the annual meeting of the Association, held on March 18, 1997, 82.23224% of the members of the Association voted in favor of the proposed amendments, which are incorporated in this document. For the sake of convenience, this Amended Declaration includes not only the amendments, but also a restatement of those portions of the original Declaration which are unchanged. It is the intention of the Association that this document shall be substituted for the original Declaration, but that it shall be interpreted in such a way that no previous transaction shall be invalidated, voided or questioned, including any previous sale, mortgage, lien, easement, lease or other instrument affecting the condominium, or the individual units.

The property subject to this Declaration shall be known as The Baxter condominium, (hereafter referred to as "condominium" or the "Premises"), located in Bozeman, Montana.

I. DEFINITIONS

Unless the additional definitions contained in this Document, or in context expressly provide otherwise, the definitions contained in §70-23-102, MCA (1995), shall pertain throughout this Declaration and the By-Laws for the condominium and the interpretation of either document:

A. Aggregate Voting shall mean the entire number of votes or persons present or available to vote in person or by proxy in a particular circumstance.

B. Association shall refer to the Association of Unit Owners, which is incorporated as The Baxter Homeowners Association, Inc.

C. Board or Board of Directors shall mean the Board of Directors of the Association, as more particularly defined in the By-Laws.

D. By-Laws means the By-Laws promulgated by the Association under this Declaration and the Unit Ownership Act.

E. Common Elements means both general common elements and limited common elements.

1. General common elements include all those elements which are for the use of all unit Owners and guests of unit owners of THE BAXTER. Specifically included are:

- a. The land upon which the building is constructed, as described below in this Declaration, and grounds surrounding the same, except any portion thereof included in a unit, or for expansion, or made a limited common element by this Declaration.
- b. The foundations, columns, girders, beams, supports, main walls, roofs, lobbies, stairs, foyers, fire escapes, entrances, plumbing and electric chases, concrete floor slabs and exits of the building.
- c. The yards, gardens and sidewalks outside the building except as designated a limited common element below.
- d. Installation of central services such as power, light, gas, hot and cold water, and waste disposal.

- e. The passenger elevator, tanks, pumps, motors, fans, compressors, ducts, pipes, and in general all apparatus and installations existing for common use.
- f. All other elements of the building necessary or convenient to its existence, maintenance, health and safety of its occupants, or normally in common use.
- g. Any portion of the building designated on the floor plan as common to all units.

This list is not inclusive and the Association may add or delete elements pursuant to the method of amendment as hereinafter described.

2. Limited common elements as used in this Declaration shall mean those common elements which are reserved for the use of fewer than all of the unit owners and guests of unit owners of The Baxter and exclusive to other such owners and guests. Specifically included are the following:

- a. The hallways on all floors shall be limited common elements for the benefit of the owners of the units on each floor. The main lobby entrance and east entrance are part of a designated unit, 1H, as is the mezzanine lobby part of a designated unit, ME, and are not common elements, but all unit owners and their guests shall have the right of ingress and egress through each unit. (The routine upkeep and maintenance of these two units shall be the responsibility of the unit owners, but all other expenses such as, but not limited to, taxes, insurance, assessments, etc., shall be paid by the Association as common expenses.)
- b. The central heating and air system shall be limited to the use by unit owners owning units in the basement, ground and mezzanine floors.
- c. The freight elevator shall be limited to the use by unit owners owning units in the basement, ground and mezzanine floors.
- d. The outdoor eating area on the North side of the building shall be designated a limited common element for the benefit of and use by the owner of Unit 1E. The owner(s) of such, shall be solely responsible for all expenses associated with the outdoor eating area, including, but not limited to insurance, taxes, and maintenance.
- e. The lavatories on the mezzanine level shall be limited common elements for the benefit of Units 1A-1K, MA-MH and MJ. Those lavatories are for use by the employees and patrons of those units, which are in single ownership at the time of this Amended Declaration. In the event that ownership of one or more of the units is severed, the expenses attributable to the lavatories shall be prorated among the units in accordance with their percentile interests, unless another allocation is made between the respective owners as a condition of sale.
- f. The percentage of the limited common elements shall be computed by determining the number of units that have use of the limited common elements and dividing that number into the total value of those limited common elements.

F. Common Expenses means expenses of administration, maintenance, repair or replacement of general common elements, expenses agreed upon by all unit owners, expenses declared common by Sections 70-23-610 and 70-23-612, M.C.A., and the expenses for Units 1H and ME as set forth in Article I.E.2.a. above.

G. Declaration means this document and all parts attached thereto or incorporated by reference.

H. Limited Expenses means the expense attributable to the maintenance, repair and replacement of limited common elements and are expenses only for owners of units within the respective building for which expenses are accrued.

I. Mortgagee means any mortgagee or beneficiary under a trust indenture.

II. REAL ESTATE

A. Description: The real property which is, by this Declaration, submitted and subject to the Unit Ownership Act is described as follows:

Lots 1, 2, 3, and the East 18 feet of Lot 4 in Block B of Tracy's First Addition to the City of Bozeman, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Gallatin, County, Montana.

In addition, the Association has a leasehold interest in that parking garage located on Lot 13, Block B, of Tracy's First Addition to the City of Bozeman and Tracts A of Certificate of Survey No. 1163, according to the official Plat and survey thereof, on file and of record in the office of the County Clerk and Recorder of Gallatin, County, Montana. The leasehold interest shall expire on March 2, 2003. During the term of the lease, the parking garage shall be treated as a common element, with rights to use various spaces assigned to individual owners. Expenses for the parking garage shall be divided according to the number of spaces assigned to each owner, as limited common expenses. Should the Association purchase the parking garage, its use, liability and upkeep shall be the same as during the term of the lease.

B. The condominium consists of separate commercial and residential units. The provisions of this Declaration and the By-Laws shall be construed to be covenants running with the land, including every unit, and shall be binding upon the owners of the unit, their heirs, successors, personal representatives and assigns for as long as this Condominium Declaration and By-Laws are in effect.

C. Condominium Units: Each unit, together with the appurtenant undivided interest in the common elements of The Baxter shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a fee simple interest in a parcel of real property.

D. Encroachments: If any portion of the general common elements or limited common elements encroaches upon a unit or units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a unit encroaches upon the general common elements or limited common elements or upon an adjoining unit or units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements or on the units for the purpose of marketability of title. In the event that the building or any portion thereof is destroyed and then rebuilt, the owners of the unit or units agree that minor encroachments of parts of the general common or limited common elements because of such construction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall

exist.

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E. Building: The units comprising the condominium are located in one building, containing, a basement, a ground floor, a mezzanine and 5 upper floors, together with a leased, two-level parking garage, which may, at some future date, be purchased by the Association.

F. Unit Boundaries: Each unit shall include the part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

1. Upper and Lower Boundaries: The upper and lower boundaries of the units shall be the following boundaries, extended to an intersection with the perimeter boundaries:

(a) Upper Boundary: The plane of the lowest surface of the ceiling concrete slabs for all units except for the units on the sixth floor, the plane of the lowest surface of the ceiling not including beams;

(b) Lower Boundary: The plane of the highest surface of the floor concrete slab.

2. Perimeter Boundaries: The perimeter boundaries of the units shall be the following, extended to an intersection with the upper and lower boundaries:

(a) Exterior Building Walls: The plane formed by the center line of the exterior walls of the building, except that such boundary shall be extended so as to include within it all windows in the unit and glass doors in the unit and, when there is attached to the building a fixture of other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all such structures and fixtures thereon.

(b) Interior Building Walls: The vertical planes of the centerline of walls bounding a unit extended to intersections with other perimeter boundaries. Where walls between units are of varying thickness, the plane of the centerline of a boundary wall shall be the median line drawn between the two outermost boundaries of such wall.

3. Finished and Unfinished Surfaces: The owners of the respective units own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective units. The owners shall not be deemed to own pipes, wires, conduits or other public utility lines running through the respective units which are utilized for, or serve more than one (1) unit, except as tenants in common with the other unit owners as provided in this Declaration. The owner shall be deemed to own the interior walls and partitions which are contained in the owners' respective units, (except where the same are structural or bearing walls, which shall be common elements) and also shall be deemed to own the interior and/or finished surfaces of the interior walls, floors and ceilings, including paneling, plaster, paint, carpeting, wallpaper, etc.

4. Construction Materials: The principal material of construction of the units are reinforced concrete for the floors and walls, metal studs for the framing, structural, finish work, sheetrock, and wood paneling for the interior and brick for the exterior surfaces. Asphalt is used on the roof of the building.

III. EASEMENT - COMMON ELEMENT - INTERIOR REMODELING

A. Common Element Easements: A nonexclusive right of ingress and egress and support through the general common elements is appurtenant to each unit and all the general common elements are

subject to such rights. Such easements include an easement for ingress and egress from and to each unit to the public streets or other means of access bounding the Condominium property.

B. Utilities: An easement shall exist over, across and into the general and limited common elements as shown on the site plan and in the condominium units themselves for installation, maintenance and repair of all utilities, including lines, wires, pipes, equipment and other items necessary for supplying light, heat, water, sewer, power, telephone, cable television and other means of communication to the condominium.

C. Interior Remodeling: Each unit owner shall have the exclusive right to paint, repair, tile, wallpaper, panel, carpet, brick or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his or her own unit, and the interior thereof, so long as such work does not affect the structural integrity of the building.

IV. OWNERSHIP AND VOTING - EXHIBITS - USE

A. Percentage of Interest: Each unit owner shall be entitled to the exclusive ownership, use and possession of his or her unit and the percentage of undivided interest of each unit owner in the general common elements as set forth below. Such percentage represents his or her ownership interest in the general common elements, his or her liability for general common expenses and taxes, and the voting interest of the unit owner or owners in all matters concerning the general affairs of the Association. For votes concerning limited common elements, the percentile interest that each owner will be entitled to vote shall be computed by determining the ratio of value of the individual owner(s) unit may have to the value of all other units entitled to vote on the matter concerning the limited common element. The percentages of interest in the general common elements for the owners of units shall be computed by taking the value of each unit at the date of filing this Declaration and dividing it by the then combined value of all of the units having an interest in the general common elements of the condominium. Such percentage of interest and value for each of the units in the condominium shall be according to the percentages set forth below.

<u>UNIT</u> <u>Description</u>	<u>Column A</u> Undivided Interest (%) <u>(Percentile Interest)</u>	<u>Column B</u> Undivided Interest (%) <u>(Percentile Interest)</u>
6A	2.90614	2.51416
B	2.89176	2.50172
C	2.05732	1.77983
D	1.66888	1.44378
E	1.64010	1.41888
5A	2.90614	2.51416
B	2.89176	2.50172
C	2.05732	1.77983
D	1.66888	1.44378
E	1.64010	1.41888
4A	2.90614	2.51416
B	2.89176	2.50172
C	2.05732	1.77983
D	1.66888	1.44378
E	1.64010	1.41888
3A	2.90614	2.51416
B	2.89176	2.50172
C	2.05732	1.77983
D	1.66888	1.44378
E	1.64010	1.41888
2A	11.16420	9.65837
MA	2.55782	3.94938
B	5.68588	8.77925
C	.93884	.81222

<u>UNIT</u> <u>Description</u>	<u>Column A</u> Undivided Interest (%) <u>(Percentile Interest)</u>	<u>Column B</u> Undivided Interest (%) <u>(Percentile Interest)</u>
D	.93885	.81222
E	.96922	.83851
F	1.03318	.89383
G	.71078	.61492
H	.60545	.52390
J	.58346	.50477
1A	3.16978	4.89428
B	2.42398	3.74274
C	1.07046	1.65284
D	2.22437	3.43452
E	1.32057	2.03903
F	3.77740	3.26791
G	3.09305	2.67587
H	2.45828	2.12672
J	.11410	.09872
K	6.19957	5.36338
BA	.30928	.26757
B	.07791	.06741
C	.03836	.03320
D	.11410	.09872
E	.05049	.04369
F	.07672	.06638
G	.28522	.24676
H	.03944	.03413
J	.28403	.43855
K	.04421	.03826
L	.51518	.79546
M	.22151	.19164
N	.61423	.94840
P	.29616	.25622
Q	.03185	.02756
R	.03067	.02654
S	.25011	.21639
T	.31372	.27142
U	.19527	.16894
V	.15927	.13780
W	.35623	.30810

B. Unit 2A currently represents the entire second floor of the building. The owner of Unit 2A shall have the right to designate, divide and design the floor into separate units and to designate the percentile interest of all such units by subsequent amendments to this Declaration, which total of percentile interest shall be equal to the current percentile interest of Unit 2A, less hallways, which shall become limited common elements.

*C. The owners of Units MA, MB, 1A, 1B, 1C, 1D, 1E,, BA, BJ, BL and BN are, by this Declaration, given the joint right to expand the size of their units, at their expense, onto that portion of the condominium property adjacent to the building, running from the northern exterior wall or the northern existing basement wall, to the north property line of the condominium. In the event that the owners exercise this right, the percentile interests of the general common elements shall be changed upon completion of construction, to those set forth in Column B above, which shall then represent the percentile interest, liabilities and voting interests of the owners of the units.

D. Exhibits: The Baxter consists of the real property described above, and a total of 6 separate Condominium Units as shown on the floor plans. For identification and descriptive purposes the following Exhibits are attached and by reference hereto incorporated into and made a part of this Declaration:

Exhibit A: The original site plan of The Baxter, which is on file in the office of the Gallatin County Clerk

and Recorder is incorporated by this reference.

Exhibit B: Showing the floor plans for each of the units of The Baxter, the area of each, the dimensions and the designation for each unit.

E. Use: The units and common elements shall be occupied and used as follows:

1. The use of all the units in The Baxter, other than units on the basement, ground, mezzanine, and second floors shall be for residential purposes only. There shall be no commercial use whatsoever, except that nothing shall prohibit a unit owner of any unit of leasing or renting his or her unit to third parties or holding the unit out for lease or rental, or entering into an agreement or contract for lease or rental of his or her unit for residential use; provided that such leases of rental Agreement are for periods of at least 30 days. Units on the basement, ground, mezzanine and second floors shall be for all lawful commercial businesses not otherwise prohibited by zoning ordinances, but may be used for residential purposes as well. The units on the third floor shall be utilized for residential purposes only, unless the owners are 100% of the units on the third floor elect that the third floor, in whole or in part, be for commercial use. In such case an Amendment to this Declaration, executed by 100% of the owners on the third floor, shall be recorded with the Clerk and Recorder of Gallatin, County Montana. Thereafter, the third floor, or portions of the third floor, may be utilized for commercial purposes set forth in the Amendment.
2. The use of the general common area and the limited common areas shall be for the enjoyment of the unit owners, their guests, tenants, lessees, and invitees, as their interest may be defined and as set forth below. There shall be no obstruction of the common elements nor shall anything be stored in or on the common elements without the prior written consent of the Association. Each owner shall be obligated to maintain and keep in good order and repair his or her own unit. Should any person obstruct any common area, without the prior express consent of the Board, such obstruction may be removed by the Association and the costs of removal and storage shall be borne by the person causing such obstruction. Such costs shall be paid prior to return of the item.
3. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the building or contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his or her unit or in the common elements which will result in the cancellation of insurance on the buildings, or any part of the building, or contents thereof, or which would be in violation of any law, this Declaration, or the Association By-Laws. No waste will be permitted in the common elements.
4. Owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows, other than plain shades, curtains, or drapes, or placed on the outside walls of the building and no sign, awning, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof, without the prior written consent of the

Association; except that the owners of Units 1E, 1F, 1G, and 1K, or their tenants, shall be permitted to display their commercial signs on the outside of each unit, or limited common areas appurtenant to such unit, which signs shall be no greater in size, nor different in character from those signs allowed by the sign code of the City of Bozeman, Montana. Furthermore, such signs shall not differ in character from the signs existing outside those units from the date of this Amended Declaration. In addition, an appropriate sign, displaying the name "The Baxter" shall be constructed and maintained by the Association on the top and /or the front of the building.

5. No pets or other animals of any kind shall be raised, bred or kept in any unit, except that household pets such cats, birds and fish may be kept in the units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose. In the event that any pet is found in any area of the building, while not under the strict control of the pet owner, the pet will be immediately removed to the Humane Society Animal Shelter and the owner of the pet shall be responsible for all fees charged by the Humane Society for the return of the animal.
6. No nuisances shall be allowed upon the property, nor shall any use or practice be allowed which is a source of annoyance to residents of the Condominium, or which interferes with the peaceful possession and proper use of the property by its residents. It shall be considered to be a nuisance for any owner to use any general or limited common element for any purpose other than ingress or egress, without the express prior written consent of the Association Board. No immoral, improper, offensive or unlawful use shall be made of the property, nor any part thereof, and all valid laws, zoning ordinances and regulations or all governmental bodies having jurisdiction thereof shall be observed.
- * 7. Use of the lobby and mezzanine for ingress and egress, and use of the passenger elevator shall be controlled in order to secure the safety of the occupants and their possessions. In that regard, all owners shall keep the lobby entrance locked during holidays (Thanksgiving Day, Christmas Day.) and non-business hours (12:00 a.m. to 6 a.m.) and the elevator shall remain locked at all times. After use of the elevator, each owner shall verify that the elevator is locked. In the event that an owner fails to lock the elevator or lobby door, the Association may take reasonable steps to provide security, which may entail changing the lock system for the building and elevator, in order to prevent future failures. In such event, the cost of a new lock system shall be borne by the owner or owners causing the need for the new system. Such expense shall constitute a lien upon the unit owned by the offending owner and such a lien may be filed with the Clerk and Recorder of Gallatin, County, Montana and may be foreclosed upon in the same manner as an assessment lien.
8. Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the building or which would structurally change the building, except as is otherwise provided herein.

9. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Association.
10. Use by the owners of the units in the Condominium shall at all times be in compliance with all of the laws of the State of Montana. Such compliance shall also include and extend to any repair, remodeling or refurbishing of the units.

E. Exclusive Ownership: Each owner(s) shall be entitled to exclusive ownership and possession of his or her unit. Owners may use the general and limited common elements in accordance with the purposes for which they are intended and as they may otherwise agree between themselves, so long as they do not hinder or encroach upon the lawful rights of other unit owners.

F. Use of Limited Common Elements: Although each unit owner shall have the use of any limited common elements associated with the owner's unit, such owner may not use or occupy such area in a manner which adversely affects the value or aesthetics of the remaining units, nor the use and enjoyment of such other owners of their limited common elements.

V. THE ASSOCIATION

A. Membership: An owner of a unit in the Condominium shall automatically, upon becoming the owner of the unit, be a member of The Baxter Homeowners Association, hereinafter referred to as the Association, and shall remain a member of the Association until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall cease. Membership shall be limited to unit owners as defined in this Declaration.

B. Function: It shall be the function of the Association to:

1. Be responsible for the upkeep, maintenance, repair, refurbishing and remodeling of the common elements of the condominium including the lands, grounds, landscaping, shrubbery, trees as well as the exteriors of the units including the walls and roofs, as well as any fences bounding the condominium.
2. Adopt By-Laws for the governance of the Association.
3. Make provisions for the general management of the Condominium.
4. Levy and collect assessments as provided for in the Declaration, By-Laws, and the Unit Ownership Act.
5. Adopt and implement policies for the affairs of the Condominium.
6. Enter into employment contracts for the management of the affairs of the Association and the maintenance and repair of the common area.
7. To represent the owners of the Condominium in all affairs affecting the Condominium, and to collect the assessments from the owners as set forth.
8. Additionally, the Association shall have the power to do such other things and take such other action as are deemed necessary, reasonable and proper to carry out its functions and as are allowed by law.

C. Vote: On all matters to be decided by the Association, unless excluded by this Declaration, each unit owner shall have a vote equal to his or her percentage of interest in the general common elements; except that when a unit is owned by more than

one person, the vote associated with that unit may not be split between the various owners. It shall be the responsibility of the owners of each unit to appoint one person who shall be entitled to cast the vote for that unit. Except as otherwise provided in the Unit Ownership Act, this Declaration or the By-Laws, a majority of the aggregate interest present at any meeting, or by proxy, and entitled to vote on the matter at issue, shall be sufficient to act on matters brought before the Association. Meetings of the Association shall only be conducted when a quorum is present, as defined in the Association By-Laws.

D. Failure to Comply: Each owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association, as the same may be lawfully amended from time to time as well as the rules, regulations, decisions and resolutions of the Association adopted pursuant to the Declaration and By-Laws. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all costs, including attorneys' fees incurred in connection therewith, which action shall be maintainable by the manager in the name of the Association, on behalf of the owner, or by an aggrieved owner where there has been a failure of the Association to bring such action within a reasonable time.

E. Payment of Assessments - When Due: All assessments shall be due no later than the 10th day of each, following the meeting at which the assessments are levied by the Association. The amount of the common expenses assessed against each unit, whether general or limited, shall be the personal and individual debt of the owner thereof. No owner may exempt himself or herself from liability for this contribution toward the common expenses by waiver of the use or enjoyment of any of the general common elements or limited common elements or by abandonment of his or her unit. All assessments which are not paid within Fifteen (15) days from the date they are due and payable become delinquent and are subject to interest and penalty charges. The Association or manager shall have the responsibility of taking prompt action to collect any unpaid assessments which becomes delinquent. In the event of delinquency in the payment of the assessment, the unit owner shall be obligated to pay a late charge of ten dollars (\$10) per month, for each month, or portion thereof, in which the assessment is delinquent, or interest at a rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, whichever is greater. The interest rate shall not exceed that which is allowed by law and shall be stated at the time of the assessments. Suit to recover a money judgment for unpaid common expenses and limited expenses may be maintainable without foreclosing or waiving the lien securing the same, in which case the prevailing party shall be entitled to recover court costs and reasonable attorney fees.

1. Common expenses and common profits, if any, and limited common expenses of the Condominium shall be distributed among, and charged to the unit owners according to the percentage of interest of each in the common elements; except as modified by the Board to address circumstances in which percentages of interest do not accurately address usages, such as for water and garbage.

a. Bank charges, bookkeeping, legal fees, accounting fees, official supplies, postage, and copies shall be equally assessed on a per owner basis. For purposes of this paragraph, a person or persons owning more than one unit shall be considered to be a single owner.

b. The expenses for garbage, water, and sewer allocated as follows:

i. Garbage:

Floors 3-6	24%
2nd Floor	6%
Commercial (basement, first, and mezzanine floors)	70%

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ii. Water and sewer:

Floors 3-6	32%
2nd Floor	8%
Commercial (basement, first and mezzanine floors)	60%

c. All other common expenses, general or limited, shall be assessed in accordance with the percentile interest of each owner.

F. Unpaid Assessments - Mortgagee: Where a lienholder or other purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage or trust indenture, such party acquiring title, as well as his or her successors and assigns, shall not be liable for the share of common expenses or assessments by the Association chargeable to such unit, which became due prior to the acquisition of title of such unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the units including such acquirer, his or her successors and assigns.

G. Levying Assessments - When Made - Purposes: The Association shall levy assessments upon the unit owners (except as otherwise herein in the following manner and for the following reasons:

1. Assessments shall be made as a part of the regular, annual business meeting of the Association as provided in the By-Laws of the Association, or assessments can be made for special purposes at any other regular or special meeting thereof. All assessments shall be fixed by resolution of the Board of Directors. For regular annual assessments, notice of the assessment, including an annual budget for expenditures and operation, shall be served on all unit owners affected, by delivering a copy of the same to the owner personally or by mailing a copy of the notice to the owners at their address of record at least ten (10) days prior to the date for such meeting. Such notice may allow the owner to pay in annual or monthly payments.

2. Assessments shall be made for the repair, replacement, insurance, general maintenance, creation of reserves, management and administration of common elements, fees, costs and expenses of the manager, taxes for common areas if any, and as more particularly provided in the Unit Ownership Act (Section 70-23-101, et. seq., MCA) as well as assessments for special improvement districts and special acquisitions. Specifically included within the meaning of special acquisitions shall be the right of the Association to make assessments for the acquisition of the parking garage, which is currently under lease. Assessments shall be based upon and computed by using the percentage of interest that each unit owner has in relation to the common elements.

3. Assessments may also be made for the payment of limited expenses, which are expenses chargeable to the unit owners only for the expenses relating to their respective units. Such expenses shall be based upon the ratio of percentile interest which such unit bears to the percentile interest of the other unit or units sharing or having an interest in the limited common

elements. If only one unit is associated with the limited common elements involved, then the entire costs of such repair, maintenance or replacement shall be born by that unit. Specifically the hallways on floors 2-6 shall be treated as limited common elements for those floors, with the owners of those units on each of those floors to be responsible for the upkeep and maintenance of the hallway on each floor. In addition, the lavatories on the mezzanine level shall be treated as limited common elements, with the upkeep and maintenance shall be charged to the owner or owners of Units 1A-1K and MA-MH and MJ. The outside eating area on the North side of the building shall be a limited common element, with the maintenance and upkeep of the same be charged to the owner of Unit 1E.

*4. Although the exterior of the building is a general common element, for assessment purposes, maintenance of windows and doors shall be treated as limited common expenses. Those owners of the ground floor, Mezzanine and second floors may decide between themselves when and how to maintain the exterior windows and doors on those floors and the owners of floors 3-6 shall be entitled to determine their maintenance schedule; provided, however, that if, in the opinion of the Board, maintenance is not properly carried out, the Board may enter into a contract to complete the necessary maintenance and make the appropriate assessment for the same. Nothing shall preclude the owners of all the floors from carrying out maintenance at the same time, with the cost of such maintenance to be equitably allocated among the owners.

5. The Association shall have the authority to impose additional charges upon a unit for disproportionate use of a common element by the owners of a particular unit, their guests and invitees, or for misuse of the common areas, or areas to which the owner has access, such as the lobby. As an example, repeated failure of an owner to lock the lobby door after business hours, or a failure to lock the elevator at any time, may result in a charge to the offending owner to cure the problem created by such owner, as set forth above.

6. Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Montana Unit Ownership Act.

*7. In a voluntary conveyance of a unit, the Grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his or her share of the common expenses, up to the time of the grant or conveyance, without prejudice to the Grantee's rights to recover from the Grantor the amounts paid by the Grantee therefore. Any such Grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of such unpaid assessments against the Grantor due the Association. Such Grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

8. At the time that the Association holds its first meeting, a reserve account may be set up to which initial assessments shall then be deposited, in an amount to be determined by the association.

9. Liens and Foreclosure: All sums assessed but unpaid for the share of general common expenses and limited common expenses chargeable to any condominium unit

shall constitute a lien on such unit superior to all other liens and encumbrances, except only for taxes and special assessment liens on the unit in favor of any assessing authority, and all sums unpaid on the first mortgage or a first trust indenture of record, including all unpaid obligatory sums as may be provided by such encumbrance. To evidence such lien, the manager shall prepare a written notice of lien assessment, setting forth the amount of such unpaid indebtedness, the amount of accrued interest and late charges thereon, the name of the owner of the unit and a description of the unit. Such notice shall be signed and verified by one of the officers of the Association or by the manager, or his or her authorized agent, and shall be recorded in the office of the County Clerk and Recorder of Gallatin County, Montana. Copies of such notice shall be mailed to the owner against whose interest the lien has been filed and the holder of any first lien of record and shall attach from the date of recording such notice. Such lien may be enforced by the foreclosure of the defaulting owner's unit by the Association in the manner provided in the Unit Ownership Act. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the unit and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure, or waiving the lien securing the same. In any such proceeding the owner may be required to pay the costs, expenses and attorney's fees incurred in filing a lien and, in the event of foreclosure proceedings, additional costs, expenses and attorney's fees incurred.

10. Bidding at Foreclosure: The Board of Directors of the Association, on behalf of the other unit owners, shall have the power to bid on and purchase the unit at a foreclosure or other legal sale, including the appurtenant interest in the common elements. Any lienholder holding a lien on a unit may pay, but shall not be required to pay, any unpaid general common expenses, or limited common expenses payable with respect to any such unit, and upon such payment, such lienholder shall have a lien on the unit for the amounts paid of the same rank as the lien of his or her encumbrance, without the necessity of having to file a notice or claim of such lien.

VI. AMENDMENT

A. Amendment of this Declaration by the Association, shall be made in the following manner:

1. At any regular or special meeting of the Association of unit owners, such amendment may be proposed as a resolution by any unit owner or by the manager. Upon adoption of the resolution by a majority vote of those present, the amendment shall be made subject for consideration at the next succeeding regular or special meeting of the Association with notice thereof, together with a copy of the amendment to be furnished to each owner and each holder of a first lien on any unit or ownership interest in any unit, no later than thirty (30) days in advance of such meeting. At such meeting, the amendment shall be approved upon receiving the favorable vote of seventy-five percent (75%) of the unit owners, unless another percentage is required by the Montana Unit Ownership Act, in which case the latter percentage shall apply. If so approved, it shall be the responsibility of the Association to file the amendment with the office of the County Clerk and Recorder of Gallatin County, Montana. Notwithstanding the foregoing, the owner of the second floor shall have the right

to subdivide the second floor into two or more units by filing an Amendment to this Declaration with the Clerk and Recorder of Gallatin, County, Montana. Such Amendment may be made without holding a meeting or receiving a vote of any other unit owners.

VII. CHANGES, REPAIRS AND LIENS

A. Alterations by Unit Owners: The interior plan of a unit may be changed by its owner, with the exception of the bearing walls, which may not be moved. Although No units may be subdivided, unless specifically provided for in this Declaration Prior to such alterations, however, the owner(s) of the unit to be altered shall give at least 30 days notice to the Association of the intent to alter the unit, together with all necessary information to conclusively establish that such alteration shall not impair the structural integrity or any of the common elements of the building. No change in the boundaries of the units shall encroach upon the boundaries of the common elements, except by amendment to this Declaration. Altered boundary walls must be equal to the quality of design and construction of the existing boundary walls. A change in the boundaries between units may be made, provided that such change shall be set forth in an amendment to this Declaration. In addition to compliance with the provisions of article VI above, such an amendment must further set forth and contain plans for the units concerned, showing the units after the change in boundaries, which shall be attached to the amendment as exhibits. Such an amendment shall be signed and acknowledged by the owners of the units concerned, as well as those owners with an interest in any common elements affected, together with words of conveyance in the amendment conveying interests acquired in the units or common elements by such change. The amendment shall also be approved by the Board of Directors of the Association and signed and acknowledged by all lienholders and mortgagees of the units concerned.

B. Maintenance by Unit Owner: An owner shall maintain and keep in repair the interior of his or her own unit and the fixtures thereof; all fixtures, utility lines and equipment installed in the unit commencing at a point where the utilities enter the unit shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement. An owner shall also keep all areas and limited common elements appurtenant to his or her unit in a clean and sanitary condition. The right of each owner to repair, alter, and remodel is coupled with the obligation to replace any finishing or other materials removed with similar types or kinds of materials. No acts of alteration, repairing or remodeling by any unit owner shall impair in any way the structural integrity of the adjoining units or the structural integrity of limited common elements or general common elements.

C. Exterior Alterations: No owner may change, alter or remodel the exterior of his or her unit without the prior written approval of the Board of Directors of the Association.

D. Exterior Maintenance by Homeowner's Association: The Homeowner's Association shall take all necessary steps, including, but not limited to, painting, lawn care, roof maintenance and repair, repair and maintenance of exterior walls, doors, windows, entrances, concrete repairs, ice and snow removal and replacement or repair of all broken or worn parts, to ensure that the building does not unnecessarily deteriorate. The Board of Directors of the Association shall annually inspect the building and proceed with any necessary maintenance or repairs. Failure by the Board of Directors of the Association to make annual inspections and/or proceed with any necessary maintenance shall give any mortgagee or beneficiary of any trust indenture the right to order such work done and bill the Association therefore, after notice to the Association of such intent by the lienholder and giving the Association a reasonable time to perform such work. Any lienholder, or representative of the same, upon written request, shall have the right to join the annual

inspection made by the Board of Directors and suggest needed repairs and maintenance necessary to preserve the security value of the condominium project.

E. Liens for Alterations: Labor performed and materials furnished and incorporated into a unit with the consent of or at the request of the unit owner, the owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against the unit or the unit owner consenting to or requesting the same. Each unit owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit or against the general common elements or limited common elements for construction performed, or for labor, materials, services or other products incorporated in the owner's unit at such owner's request.

IX. INSURANCE

A. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Montana.

1. Named Insured - Personal Property: The named insured shall be the Association, as agent for the unit owners. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses for alternate accommodations if they are dispossessed.

2. Copies to Mortgagees: One (1) copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee of a unit owner on request.

B. Coverage:

1. Property: All buildings and improvements upon the land, and all personal property included in the common elements shall be insured to any amount equal to the full insurable replacement value, and all personal property included in the common elements shall be insured for its value, subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against:

a. Loss or damage to the common elements by fire and other hazards covered by a standard coverage endorsement for residential or commercial condominiums, and such other coverage deemed appropriate by the Board or Association as a whole. In no event shall insurance coverage be in an amount less than the replacement value of the condominium. Should additional premiums be charged to cover limited common elements, the owner of any unit entitled to the use of any such limited common element shall be responsible for the additional premium;

b. Such other risks as may from time to time occur shall customarily be covered with respect to buildings similar in construction, location and use as the buildings on the land; and

c. Errors and Omissions insurance for the Directors, Officers and managers if the Association so desires, in amounts to be determined by the Board.

2. The policy shall state whether the following items are included within the coverage in order that the unit owners may insure themselves if the items are not insured by the Association:

Airhandling equipment for space cooling and heating,
service equipment such as dishwashers, disposals,
washers, dryers, refrigerators, stoves, ovens,
whether or not such items are built-in equipment,

interior fixtures such as electrical and plumbing fixtures, floor coverings, inside paint and other inside wall finishings.

2. Public Liability: In such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to hired automobile and non-owned automobile coverage, if applicable. Should any use result in higher premiums for public liability insurance, the owner(s) engaged in such use shall share the additional premium expense, commensurate with the additional expense attributable to such owner's use.

3. Other Insurance: Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable and as may be required by the Federal and State laws.

C. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except as otherwise set forth in this Declaration. Increases occasioned by use for other than a purpose stated in this Declaration, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against the owner. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each lienholder listed in the roster of lienholders.

D. Insurance Trustee: All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear. Such policies shall provide that all proceeds covering property losses shall be paid to such bank in Montana with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the insurance trustee. The insurance trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees as follows:

1. Unit Owners: An undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his or her unit.

2. Mortgagees: In the event that a mortgagee endorsement has been issued for a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have the right to apply or have applied any insurance proceeds to the reduction of a mortgage debt, except, distributions thereof made to a unit owner and mortgagee pursuant to the provisions of this Declaration. The Association shall notify the holder of any first lien on any of the units of the occurrence of any loss in excess of \$10,000.00, within 30 days of such loss.

E. Distribution of Proceeds: Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners and mortgagees in the following manner only:

1. Miscellaneous: Expenses of administration, insurance trustee and construction or remodeling supervision shall be considered as part of the cost of construction, replacement or

repair, and shall be paid first.

2. Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners. In the event that a lien exists upon the unit, the proceeds shall be payable to the owner and lienholder jointly.

3. If there is no reconstruction or repair, the first proceeds for distribution after paying the insurance trustee shall be made to the first lienholders for such units before distribution to the unit owner.

4. Certificate: In making distribution to unit owners and their lienholders, the insurance trustee may rely upon a certificate of the Association made by its representative or manager as to the names of the unit owners and their respective shares of the distribution.

5. Association as Agent: The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

6. Benefit of Mortgagees: Certain provisions in this paragraph entitled "Insurance" are for the benefit of mortgagees or trust indenture beneficiaries of condominium parcels, and all such provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee or beneficiary.

7. Reconstruction:

1. Repair after Casualty: If any part of the condominium property shall be damaged by casualty, whether or not it shall be constructed or repaired shall be determined in the following manner:

i. If a unit or units are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be repaired.

ii. If a unit or units are found by the Board of Directors to be not tenantable after the casualty, the damaged property may be rebuilt or reconstructed, or, if not, then the property shall be subject to the applicable provisions of the Unit Ownership Act.

iii. In the event that the Association elects not to rebuild as herein provided and set forth in the Unit Ownership Act, the insurance proceeds shall be first used to satisfy any outstanding liens or encumbrances on the property. The only circumstances under which the Association can elect not to rebuild the condominium units after a casualty loss is if the units in the building are damaged to the extent that they are untenable.

iv. Certificate: The insurance trustee may rely upon a certificate of the Association made by its President or manager to determine whether or not the damaged property is to be reconstructed.

9. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by not less than

seventy-five percent (75%) of the unit owners, including the owners of all units which are to be altered, unless another percentage is required by the Montana Unit Ownership Act, in which case the latter percentage shall apply. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to the Declaration, which amendment shall be prepared and filed of record in accordance with the provisions of such amended filing, more particularly set forth in Articles VI, and VII hereinabove.

10. Responsibility: The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair in the condominium property.

11. Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair for which the Association is responsible or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owner's percentage of interest in the general common elements

12. Construction Funds: The funds for payment of costs of reconstruction or repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in the sound discretion of the trustee and according to the contract of reconstruction or repair, which contract must have the approval of the Board of the unit owners involved.

13. Surplus: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be paid to the Association for the use and benefit of the unit owners.

X. REMOVAL OR PARTITION - SUBDIVISION

A. The Condominium may only be removed from condominium ownership, and may only be partitioned or sold, upon compliance with each of the conditions hereof:

1. The Board of Directors of the Association must approve the plan of removal, partition or sale, including the details of how any partition or sale and the distribution of property or funds shall be accomplished.

2. The plan of removal, partition, subdivision, abandonment, termination or sale must be approved as provided in the Unit Ownership Act. If approval for any of the foregoing is not required by the Unit Ownership Act, then approval shall be required from at least seventy-five percent (75%) of the owners, or first lienholders in the condominium project, unless another percentage is required by the Montana Unit Ownership Act, in which case the latter percentage shall apply. Upon obtaining such approval, the Board shall be empowered to implement and carry out the plan of removal, partition, subdivision, abandonment, termination or sale.

3. No unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, except as provided above.

4. This section shall not apply to the sale of individual condominium units and shall not be considered as a right of first refusal.

5. The common elements of the Condominium shall not be abandoned, partitioned, subdivided, encumbered, sold or transferred without compliance with all of the above requirements.

XI. INTERPRETATION

The provisions of this Declaration and of the By-Laws to be promulgated and recorded herewith, shall be liberally construed to effectuate the purposes of this Declaration and By-Laws and to create a building or buildings subject to and under the provisions of the Unit Ownership Act.

XII. REMEDIES

The remedies provided for in this Declaration and By-Laws shall not be exclusive of any other remedies which may now be, or are hereafter, available to the parties hereto as provided for by law.

XIII. SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more provisions shall not affect the validity or enforceability of any other provision hereof.

XIV. MISCELLANEOUS

A. Utility and Structural Easement: Easements are reserved through the condominium property as may be required for utility services, including water, sewer, power, telephone, natural gas and cable television, in order to serve the condominium adequately; provided however, such easements through the property or through a unit shall only be according to the plans and specifications for the unit or building, as set forth in the recorded plat, or as the building is constructed, unless approved in writing by the unit owner. Every portion of a unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common elements.

B. Right of Access: The Association shall have the irrevocable right, to be exercised by the manager, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the limited common elements therein or accessible therefrom or for making repairs therein necessary for the maintenance, repair or replacement of any of the limited common elements therein necessary to prevent damage to the general or limited common elements or to any unit. Such access shall be upon reasonable notice to the unit owner, except in emergencies. Reasonable notice shall mean notice of more than 24 hours. Damage to the interior or any part of the unit resulting from maintenance, repair, emergency repair or replacement of any of the general or limited common elements or as a result of any emergency repair within another unit at the instance of the Association shall be designated either limited or general common expenses by the Association and assessed in accordance with such designation. Each owner, his or her guests, invitees, tenants or lessees shall have an unrestricted right of ingress and egress to his or her unit over and across the general common elements of the condominium.

* C. Expenditures: No single expenditure or debt in excess of \$1,000.00 may be made or incurred by the Association or manager without the prior approval of a majority of the unit owners.

D. Benefit: Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of the Association and each unit owner, and the heirs, personal representatives, successors and assigns of each, as well as holders of any liens or encumbrances.

E. Service of Process: The name and address of the person to receive service of process for The Baxter until another designation is filed of record, shall be Laurie Shadoan of 105 West Main Street, Bozeman, Montana 59715.

F. A first lienholder, upon request, will be entitled to written notification from the Association of any default in the performance by an individual unit owner of any obligation under the condominium documents which is not cured within sixty (60) days.

G. First lienholders shall have the right to examine the books and records of the Association and any manager for the condominium project upon reasonable notice during regular business hours.

H. In every instance provided in this Declaration for notification of lienholders, such obligations shall not arise until such time as the Association is provided with the name and address of the lienholder, the basis for the lien, the name of the unit owner against whom the lien is claimed and the legal description of the unit.

I. The Association expressly makes no warranties or representations concerning the property, the units, the Declaration, the By-Laws or deeds of conveyance, except as specifically set forth therein and no one may rely upon such warranty or representation not so specifically expressed therein. Estimates of common expenses are deemed accurate, but no warranty or guarantee is made or is intended, nor may one be relied upon.

IN WITNESS WHEREOF, the Association has caused this Amended Declaration to be made and executed according to the provisions of the Unit Ownership Act, Section 70-23-101, et. seq., MCA.

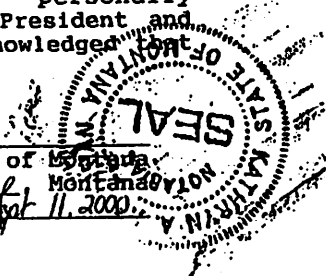
By: [Signature]
its President

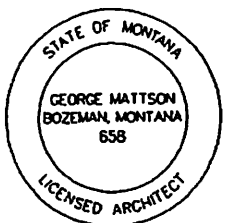
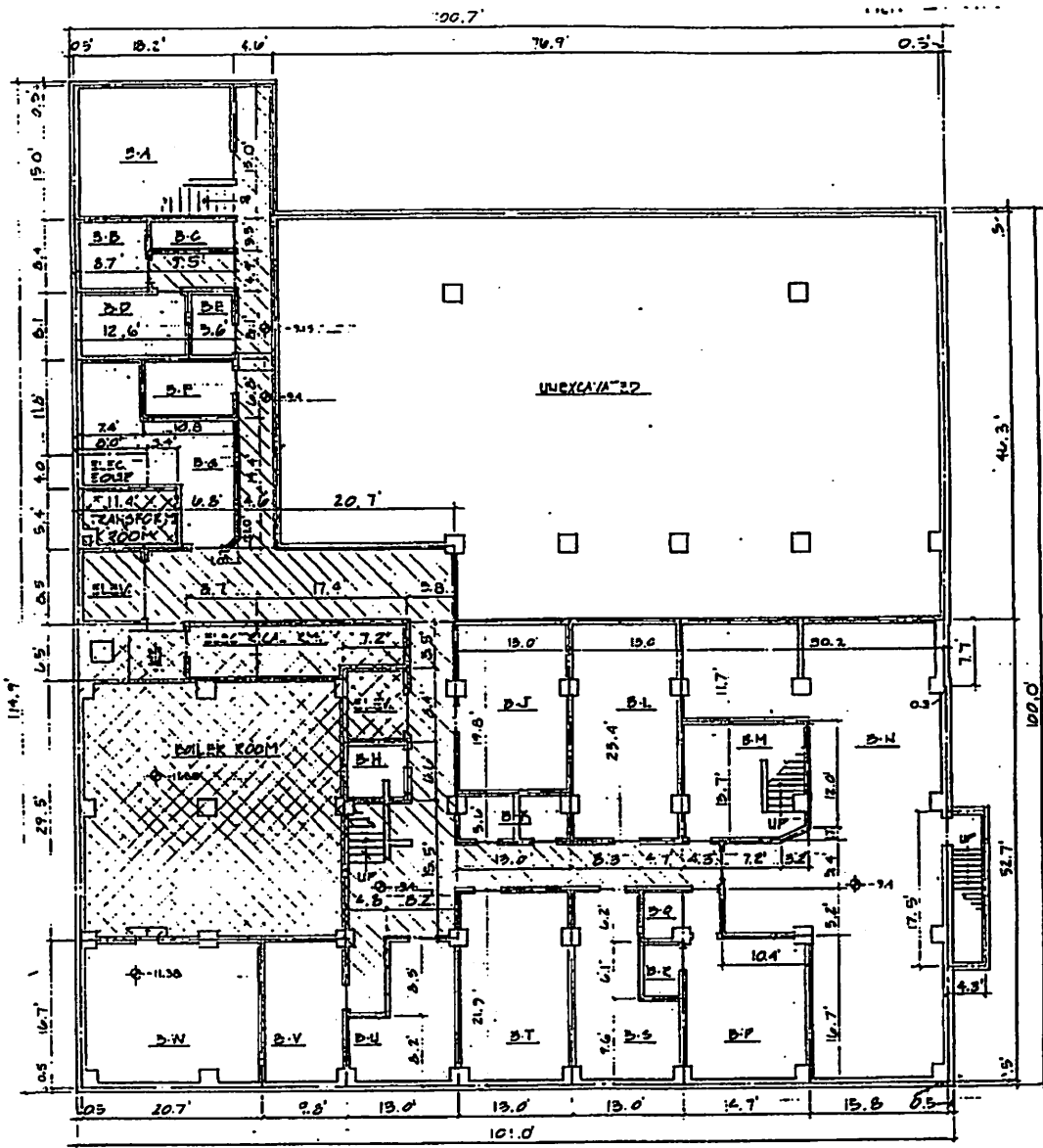
By: [Signature]
its Secretary

STATE OF MONTANA)
: ss.
COUNTY OF GALLATIN)

On this 26th day of March, 1997, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Marcia Tolstedt and Laurie Shadoan, the President and Secretary of the Association respectively, who acknowledged they executed the foregoing Amended Declaration.

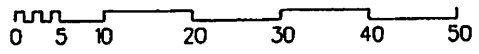
[Signature]
Notary Public for the State of Montana
Residing at Gallatin County, Montana
My Commission Expires: April 11, 2000





 GENERAL COMMON AREAS
 LIMITED COMMON AREAS

DIMENSIONED LINES ARE CENTERLINES OF WALLS
 DIMENSIONS ARE IN FEET



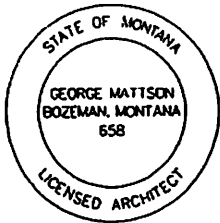
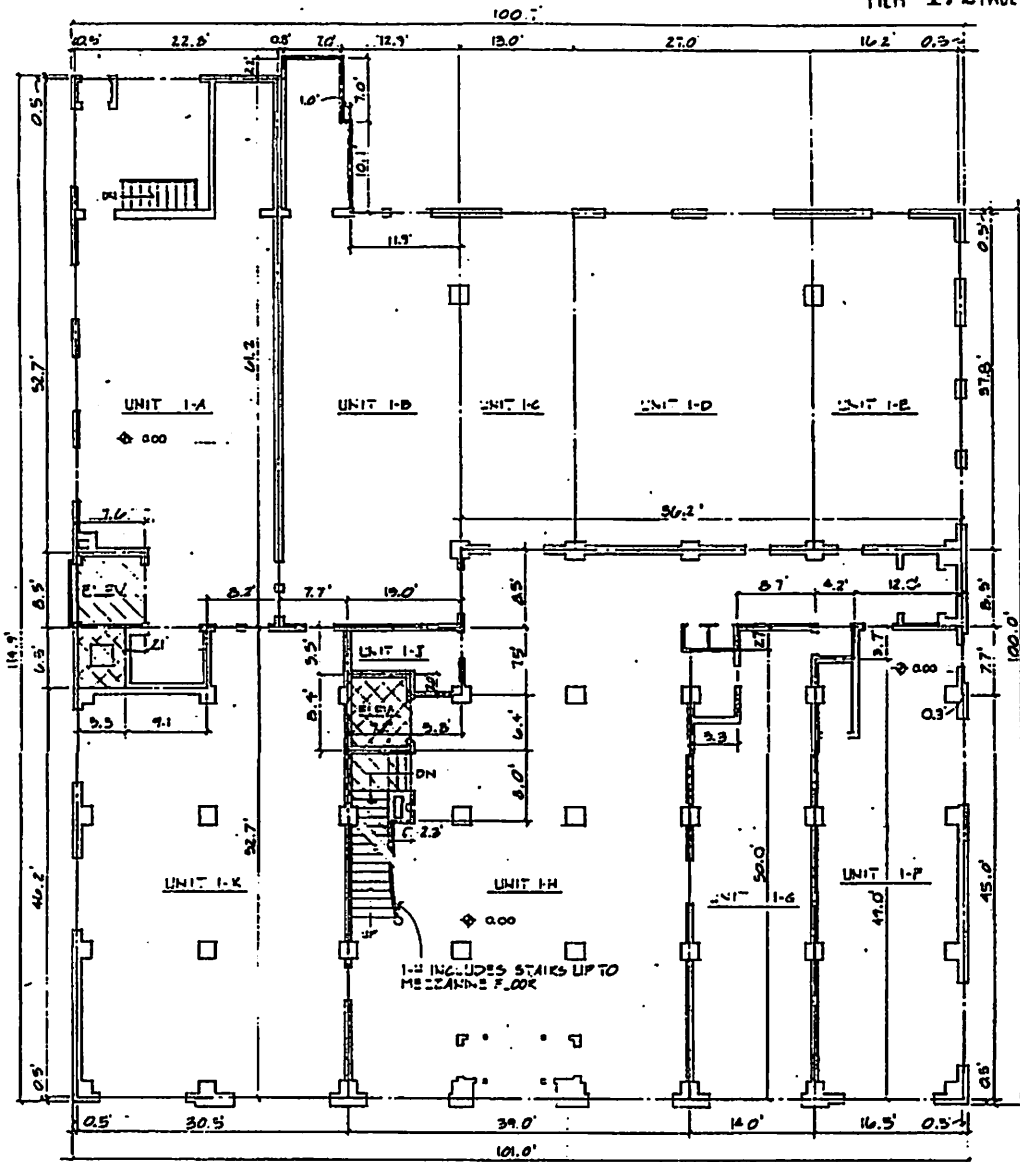
THE BAXTER CENTER - BASEMENT



1/16" = 1' 0"

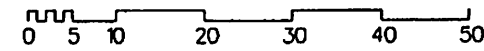
EXHIBIT "B"

PAGE 1 OF 3



 GENERAL COMMON AREAS
  LIMITED COMMON AREAS

DIMENSIONED LINES ARE CENTERLINES OF WALLS
 DIMENSIONS ARE IN FEET



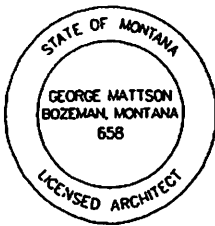
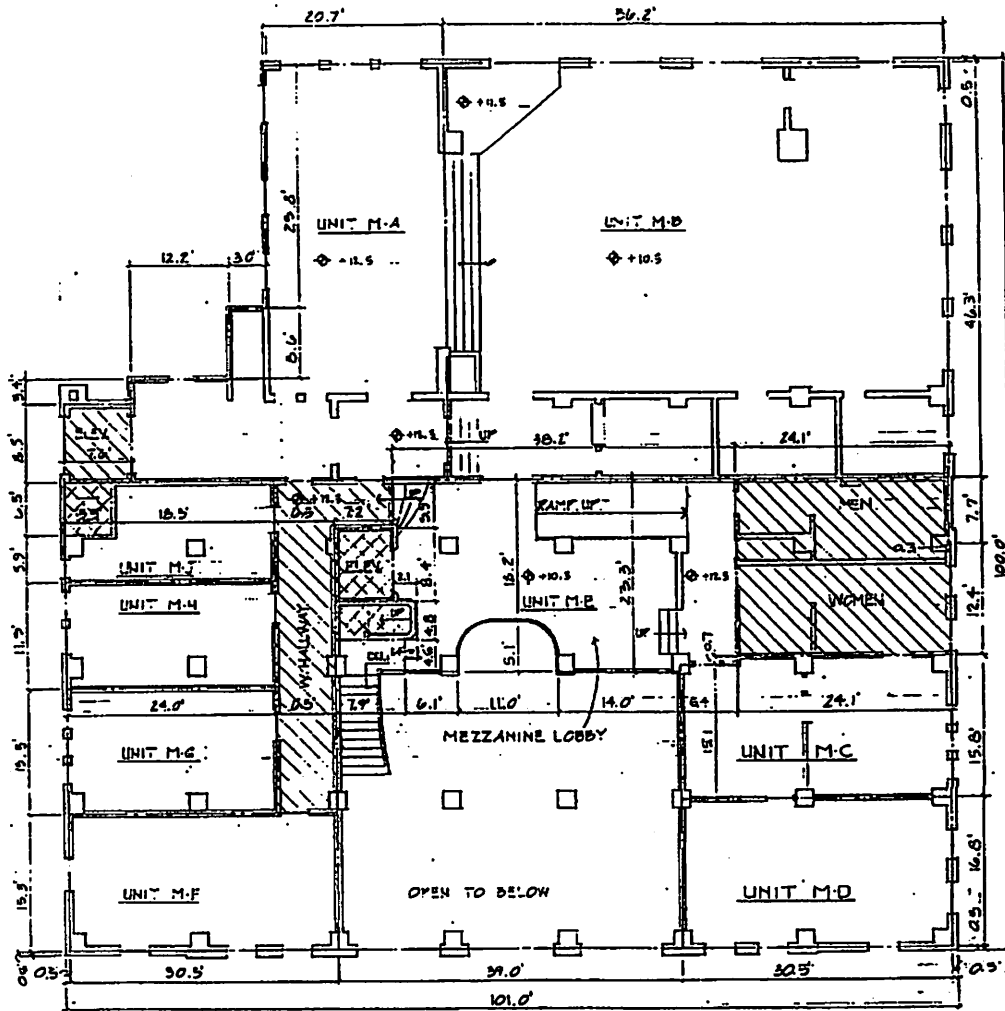
THE BAXTER CENTER - FIRST FLOOR



1/16" = 1' 0"

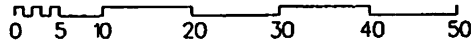
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PAGE 2 OF 8



 GENERAL COMMON AREAS
 LIMITED COMMON AREAS

DIMENSIONED LINES ARE CENTERLINES OF WALLS
 DIMENSIONS ARE IN FEET



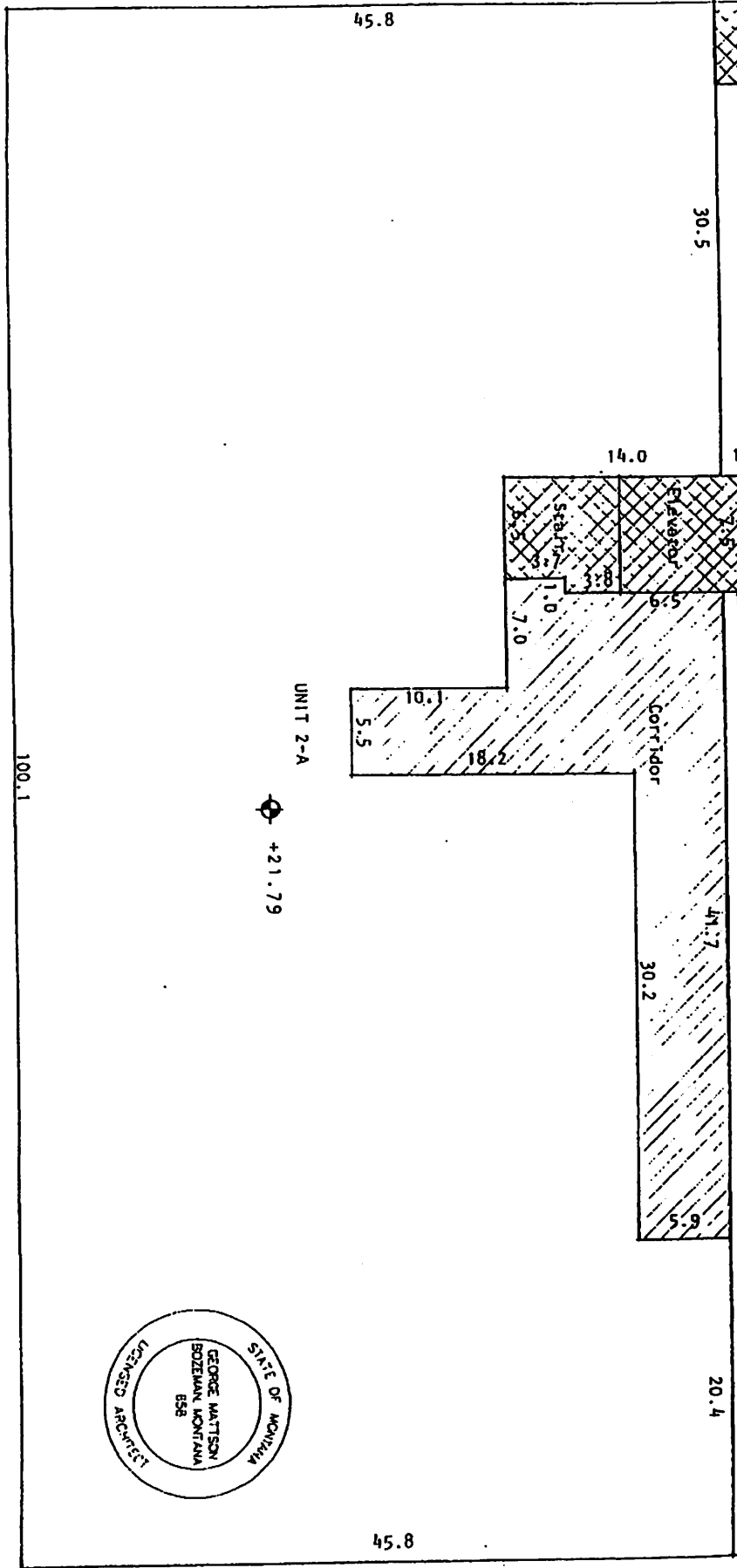
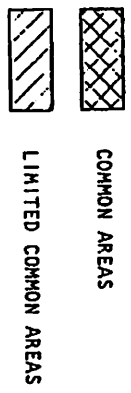
THE BAXTER CENTER - MEZZANINE



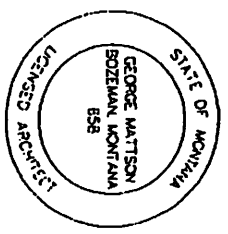
1/16" = 1' 0"

EXHIBIT "B"
 PAGE 3 OF 8

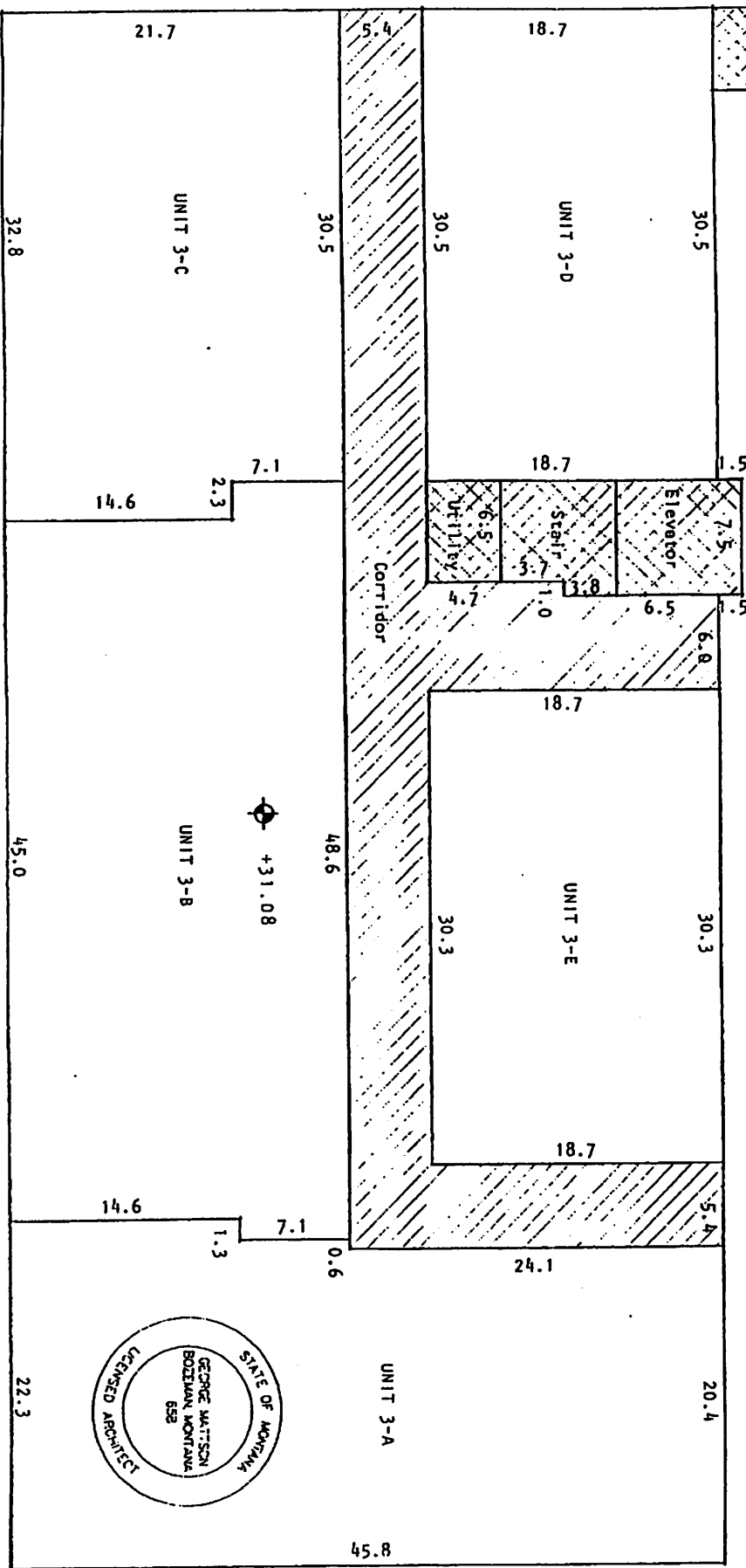
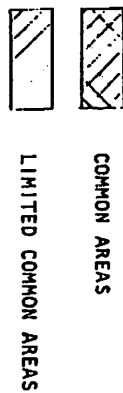
Dimensioned Lines are Centerlines of Walls
 Dimensions are in Feet



UNIT 2-A
 +21.79



Dimensioned Lines are Centerlines of Walls
Dimensions are in Feet

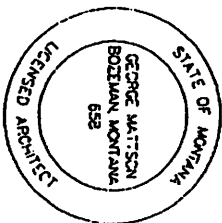


North
1/8" = 1'-0"

THE BAXTER CENTER - THIRD FLOOR

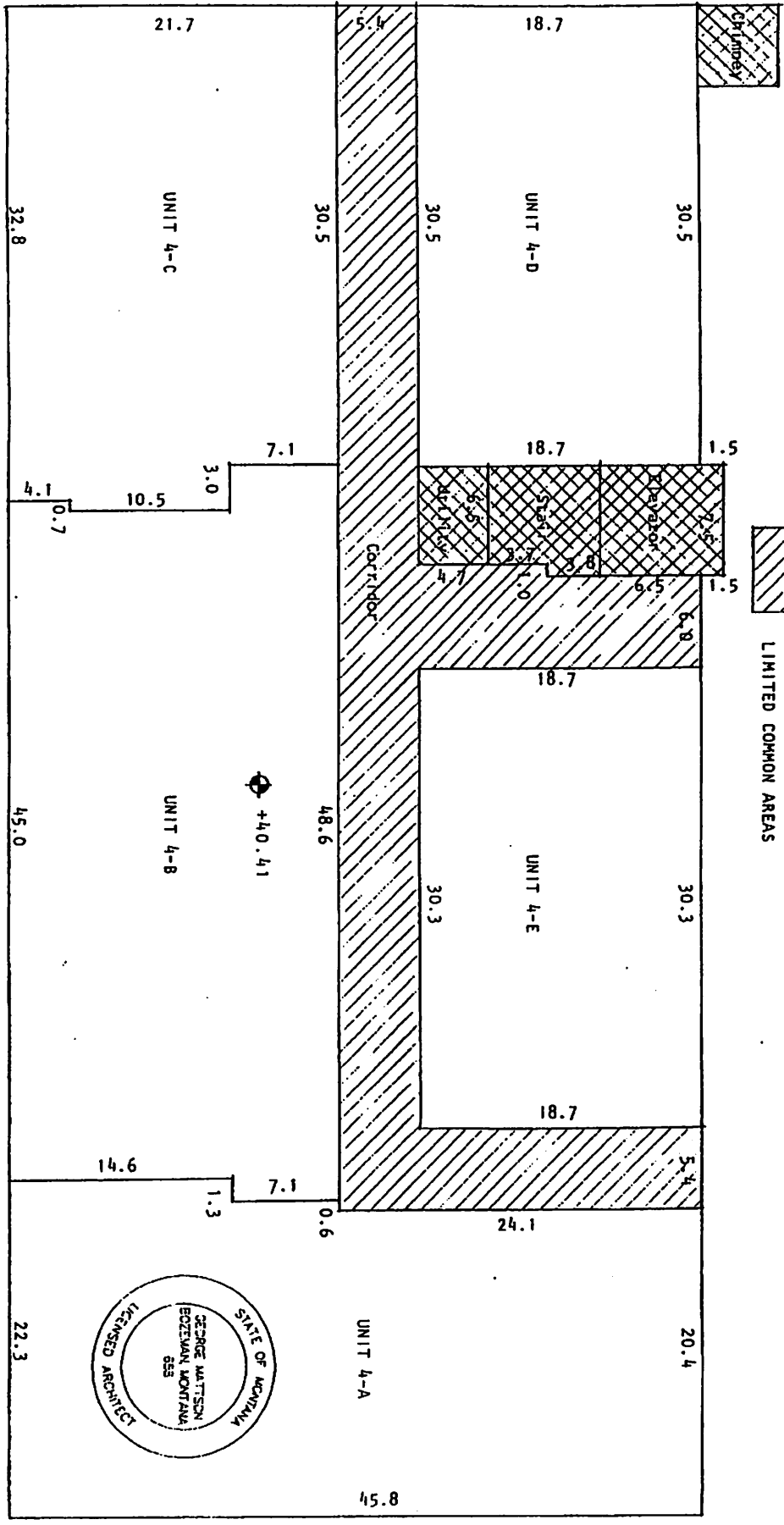
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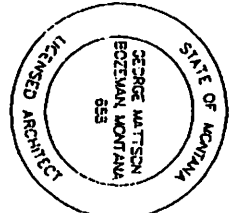


Dimensioned Lines are Centerlines of Walls
Dimensions are in Feet

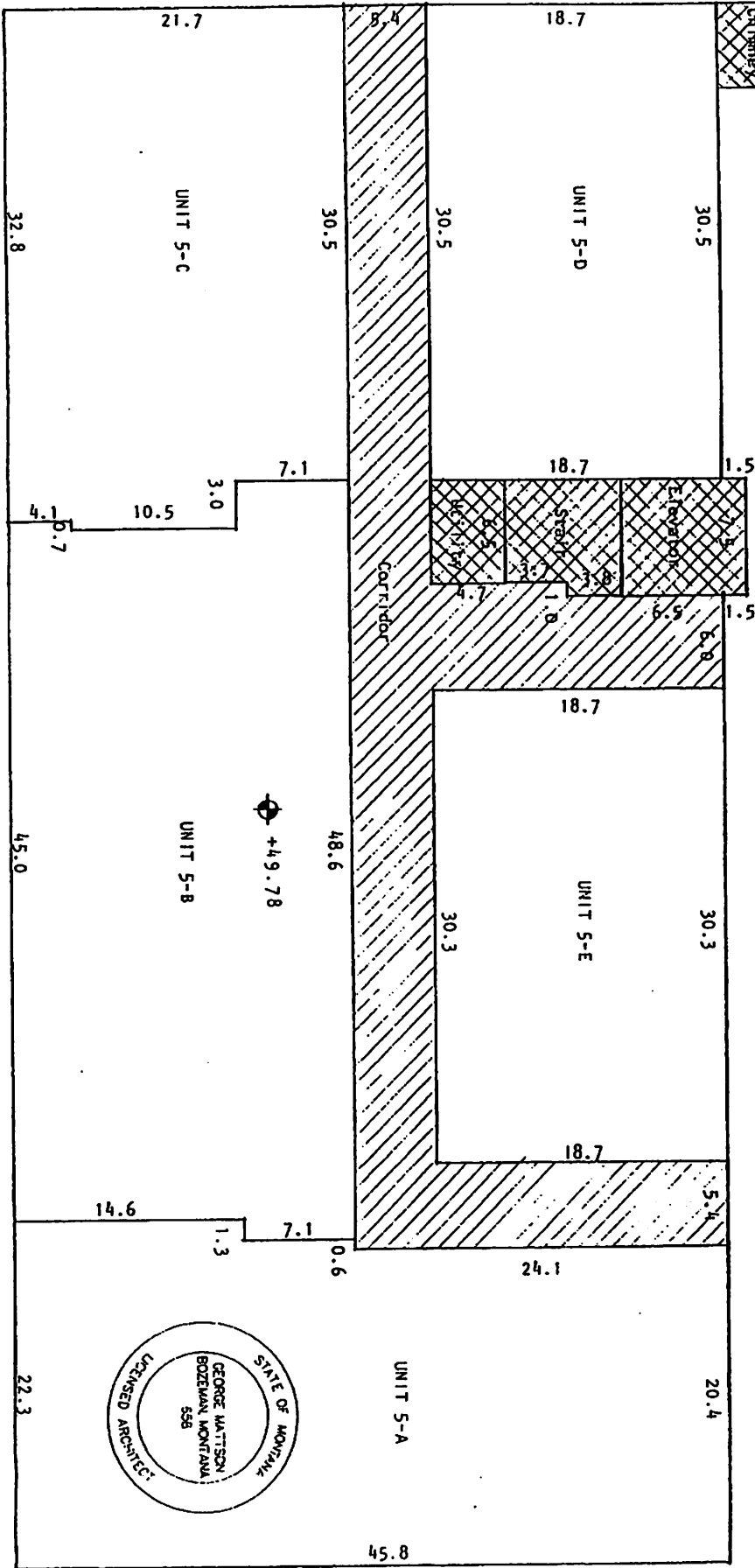
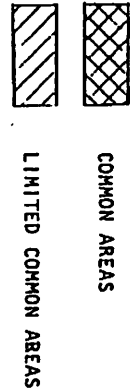
North 
1/8" = 1'-0"



THE BAXTER CENTER - FOURTH FLOOR



Dimensioned Lines are Centerlines of Walls
Dimensions are in Feet

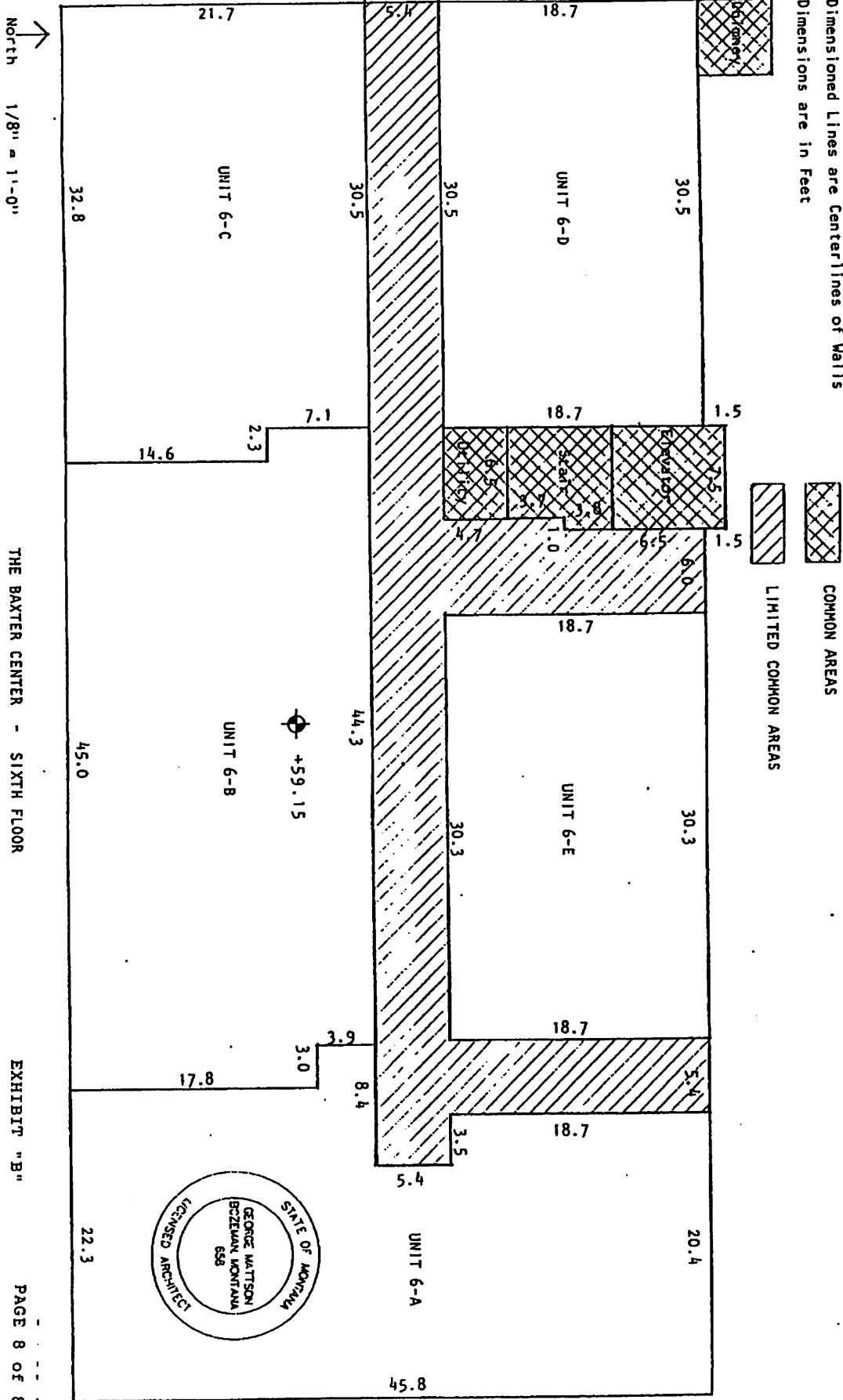


THE BAXTER CENTER - FIFTH FLOOR

EXHIBIT "B"

PAGE 7 OF 8

Dimensioned Lines are Centerlines of Walls
Dimensions are in Feet



THE BAXTER CENTER - SIXTH FLOOR

EXHIBIT "B"

PAGE 8 OF 8

Roger Craft
Box 159
Boz. \$10.00pd

AMENDED DECLARATION FOR **127359**
THE BAXTER

INDEXED
PLATTED

By this Amended Declaration made this 27 day of July, 1984, by ROGER L. CRAFT and NORMA J. CRAFT, of Bozeman, Montana, the undersigned, amend the prior Declaration for The Baxter filed with the Clerk and Recorder of Gallatin County, Montana, on June 23, 1982 at 9:05 a.m. in Film Box 70, page 1029, according to the records of the Clerk and Recorder of Gallatin County. This amendment is made pursuant to Article VI and other appropriate provisions of said Declaration and is done to alter the boundary between Unit 6A and Unit 6B and does not change the boundary of the general common elements.

1. The floor plan of the sixth floor of The Baxter, showing the boundaries of Units 6A and 6B, being Exhibit "C" attached hereto, are filed herein, altering the prior common boundary of said units, as set forth in the prior floor plan of the sixth floor.

2. Except as amended as above set forth, the Declaration for The Baxter shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amended Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the prior Declaration for The Baxter.

Roger L. Craft
Roger L. Craft
Norma J. Craft
Norma J. Craft

STATE OF MONTANA)
: ss
County of Gallatin)

On this 27 day of July, 1984, before me, a Notary Public for the State of Montana, personally appeared ROGER L. CRAFT and NORMA J. CRAFT, known to

me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.




Shannon Kay Riegan
Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: Jan 29, 1987

CERTIFICATE OF REGISTERED ARCHITECT

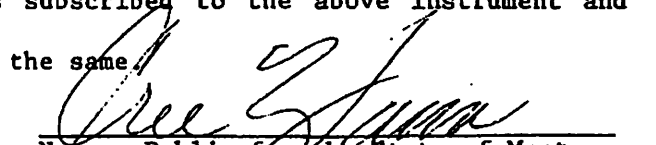
The undersigned, a registered architect, in the State of Montana, hereby certifies and verifies that the floor plan for the sixth floor of The Baxter dated December 7, 1983, which is contained in Exhibit "C" of the Amended Declaration for The Baxter, is an accurate copy of the plan and fully and accurately depicts the layout, location, unit description and dimensions of each unit as built.

DATED this 30th day of July, 1984.


George Mattson

STATE OF MONTANA)
 : ss
County of Gallatin)

On this 30 day of July, 1984, before me, the undersigned, a Notary Public for the State of Montana, personally appeared GEORGE MATTSON, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same.


Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: Oct 11 1985

Dimensions are Centerlines of Walls
 Dimensions are in Feet

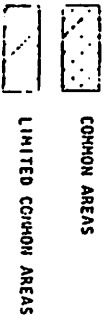
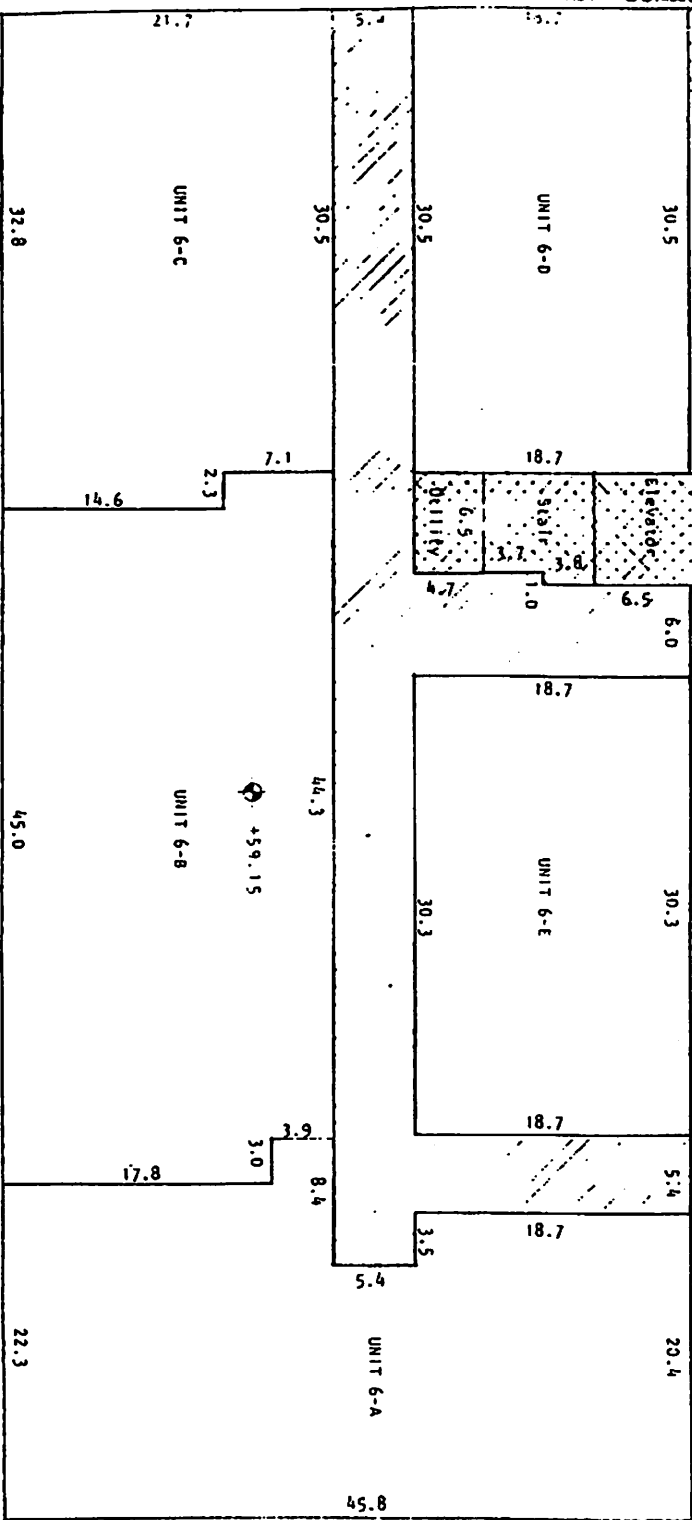


EXHIBIT "C"

MATTSON, PRUGH & LENON
 Architects
 27 East Main Street (408) 987-1255
 BOZEMAN, MONTANA 59715



THE BAXTER CENTER - SIXTH FLOOR

DEC 7, 1983

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