

TWENTY FOURTH AMENDED DECLARATION

for the CT Condominium, Articles I-III & V-XIII

Fully superseding and replacing all prior amendments and declarations, except for Article IV and the Exhibits (Floor plans, Certificates)

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TWENTY FOURTH AMENDED DECLARATION FOR THE CT CONDOMINIUM, ARTICLES I-III
& V-XIII FULLY SUPERSEDING ALL PRIOR AMENDMENTS EXCEPT FOR ARTICLE IV AND
THE FLOOR PLANS AND CERTIFICATES OF FLOOR PLANS

The foregoing recitals are incorporated into this Declaration as if fully recited herein.

A. WHEREAS, governing documents were recorded for the CT Condominiums property as legally described in Exhibit A (Hereinafter referred to as the "Condominium," "Property" or "Project") and those lands and property were submitted and subject to the Montana Unit Ownership Act pursuant to Chapter 23, Title 70, MCA (2017), as amended;

B. WHEREAS, the owners of seventy-five percent (75%) of the Unit Owners voted to amend and restate the condominium declaration for the CT Condominium.

C. NOW, THEREFORE, the Owners hereby declare that the Project and the property in each subsequent phase, as applicable, to the extent it becomes developed as described herein shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved subject to the declarations, limitations, covenants, conditions, restrictions, and easements contained in this Amended Declaration, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Project for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part of it. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants that run with the land and are binding upon, and inure to the benefit of the Association and all parties having or acquiring any right, title, or interest in or to any part of the Project or the Property in the Project. NOTE: No new Units are being declared by this Amended Declaration.

D. Excepting the former Site Plans, Construction Materials, Certificates of Floor plans and Floor plans which are adopted by this document, and Article IV, this Amended Declaration shall replace and supersede the original governing documents listed in Appendix A, shall apply to all the real property and improvements placed or constructed thereon, and shall be in existence in perpetuity unless amended or terminated by operation of law. In the event any provision of this Amended Declaration is judged to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Twenty-Fourth Amended Declaration is made pursuant to Article VI and other appropriate provisions of said Declaration. All of the Units in the condominium regime are for residential use only.

I. DEFINITIONS

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

1. Assessments

- a. Base Assessments are defined in the Declaration, Article V

- b. Limited Common Element Assessments are defined in the Declaration, Article V
- c. Reimbursement Assessments are defined in the Declaration, Article V
- d. Reserve Assessments are defined in the Declaration, Article V
- e. Other Assessments are defined in the Declaration, Article V
- f. Special Assessments are defined in the Declaration, Article V
- g. As noted in the Declaration, Article V, "Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Montana Unit Ownership Act."

2. Association or Association of Unit Owners shall mean all of the Unit Owners acting as a group and in accordance with duly adopted Bylaws and this Declaration. Currently, the name of the Association is CT Condominium, a Montana non-profit.

3. Board or Board of Directors shall mean the Board of Directors of the Association as more particularly defined in the Bylaws.

4. Building shall mean a multiple Unit building or buildings comprising a part of the property.

5. Bylaws shall mean the Bylaws promulgated by the Association under this Declaration and the Unit Ownership Act.

6. Common Elements shall mean 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, invitees, and guests of Unit Owners of CT Condominium.

Specifically included are: grounds surrounding the building(s), the land on which the buildings are located, streets, paths, sidewalks and walkways, any portion of the parking areas not specifically allocated to a particular Unit, any irrigation system placed on the property for landscape maintenance, storm water drainage facilities, any portions of the buildings designated on the floor plans as common to all Units, electrical, gas, communication, water, and sewer lines and connections serving multiple buildings, landscaping, plants and other materials and improvements separate from and outside of the buildings containing the Units, and other elements necessary for the safety, maintenance and existence of CT Condominium in which each Unit Owner shall have its/his/her designated percentage of interest, as set forth in the Appendices.

General Common Elements specifically include foundations, siding, flashing and roofs. It also includes pipes, conduits, and wires that serve all of the Units. Excluded are those components specifically listed in the definition of Limited Common Element.

b. Limited Common Elements as used in this Declaration shall mean those Common Elements which are reserved for the use of less than all of the Units that are not specifically listed as a General Common Element.

Specifically included are: flues; chimneys; ducts; cables; conduits; public utility lines; water, sewer, electrical, gas, and communication lines; hot and cold water pipes (all such utility pipes and lines are Limited Common Elements where they service only one or two Units; where they service all Units, they shall be General Common Elements); furnaces, garages, boilers, and hot water tanks and fixtures; exterior air conditioning units; all exterior doors (including garage doors) and windows; entrances; stoops; patios; fences and gates; driveways; or other portions of the building servicing only a particular Unit or less than all of the Units. The percentage of the separate Unit's interest in 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.

Limited Common Elements shall be considered General Common Elements when they are damaged as a result of a defect in a General Common Element.

If a Unit Owner requests that the Board invoke the power to consider a Limited Common Element to be a General Common Element under this clause, the Unit Owner must present proof satisfactory to the Board that the damage was caused by a defect in a General Common Element (such as an expert opinion by a qualified contractor or engineer). If the Board agrees, the Board may treat the expense of obtaining the proof as a cost of repair or replacement of the damaged Limited Common Element.

7. Common Expenses shall mean expenses of administration, maintenance, repair or replacement of General Common Elements, expenses agreed upon as common by the Association of all Unit Owners, and expenses declared common by the Unit Ownership Act.

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

9. Governing Documents shall mean and include the Declaration and Bylaws (as amended), and Rules & Regulations adopted pursuant to the Bylaws.

10. Limited Expenses shall mean 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 the expenses are accrued.

11. Manager shall mean 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 CT Condominium.

12. Property shall mean the land, building, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the provisions of the Unit Ownership Act.

13. Recording Officer shall mean the county officer charged with the duty of filing and recording deeds, mortgages and all other instruments or documents relating to this Declaration and the property which is its subject.

14. Rules and Regulations: means the specific rules, regulations and policies that may be adopted by the Board from time to time for governance and management of the Project in accordance with this Declaration.

15. Taxes and SIDs Each Unit shall be responsible for the payment of that portion of real estate tax and special improvement assessment assessed against the real property subject to this Declaration.

16. Unit shall be the separate condominium Units of CT Condominium and is a parcel of real property including and containing one or more rooms occupying one or more floors or a part of 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.

17. Unit Designation shall mean the combination of letters, numbers or words which identifies the designated Units. See Appendix B.

18. Unit Owner shall mean the person or persons owning a fee simple absolute, or one who is a co -owner in any real estate tenancy relationship that is recognized under the laws of the State of Montana, in one or more Units of CT Condominium.

II. REAL ESTATE

A. Description

1. The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as Tract 2B of Minor Subdivision 365A, located in the SW1/4 of Section 10, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana. The legal description for that portion of Tract 2B of Minor Subdivision 365A, which is now described as Lots 2C and 2D of Minor Subdivision 365A are not governed by the CT Condominium regime.

2. The Condominium Units consist of One Hundred and Fifty-Five (155) Units. (See Appendix B) The provisions of this Declaration and the bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as this CT Condominium Declaration and Bylaws are in effect.

3. The real estate description of CT Condominiums may be amended pursuant to the provisions stated herein for removal of real property for business/ commercial development.

B. Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of CT Condominium shall together comprise one condominium Unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium Unit. The Units comprising the condominiums are contained in 78 buildings.

C. 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 Unit encroaches upon the General Common Elements, the Limited Common Elements, or on the Units for the purpose of marketability of title 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 Unit for the purpose of marketability of title.

D. Parking Areas

1. The Limited Common Elements include parking areas on the driveways in front of each garage for automobiles of Unit Owners and their guests, invitees and designees
2. These areas shall be assigned to each Unit. The right to use the parking space on the driveway in front of the garage of each Unit shall be an appurtenance to each Unit. Subsequent use and assignment of parking spaces shall be pursuant to the regulation of the Association provided that no change in the designation of parking spaces shall be made for the benefit of the Unit Owner which discriminates against another Unit Owner without the latter's consent.

E. 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:

- a. Upper and Lower Boundaries: the upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 1. Upper Boundary: the plane of the lowest surfaces of the upper floor or ceiling joists for all units.
 2. Lower Boundary: The upper surface of the Foundation.
- b. Perimetrical Boundaries: the parametrical 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 exterior of perimeter walls of the buildings and such boundary (windows, exterior doors and garage doors are not included in the Unit) shall be to the center line of any common wall.
 2. Interior Building Walls: the vertical planes of the centerline of the walls bounding a Unit extended to an intersection 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.

- c. The Units include the garages and any air conditioning equipment installed on the General Common Element.

III. EASEMENT, COMMON ELEMENT & REMODELING

A. Common Element Easements

A non-exclusive right of ingress, egress and support through the Limited Common Elements within the buildings is appurtenant to each Unit, and all of the General Common Elements are subject to such rights.

B. Easement for Utilities

Each Unit may have its air space penetrated by electrical wires and lines, gas lines, mechanical equipment including air handling ducts, hot and cold water lines, waste water lines and vents and other utility and mechanical lines, pipes or equipment. A non-exclusive easement shall exist through, over and across each Unit for inspection, installation, maintenance, replacement and repair of such utility lines and mechanical equipment for the use of all of the Unit Owners or the Unit Owners being serviced by the air space being penetrated by such lines and/or equipment to a minimum, ingress and egress for the purpose of such inspection, installation, maintenance, replacement or repair of such easement rights shall only be done under the direction and approval and with the authority of the Owners Association and/or the Manager unless an emergency exists in which event any action may reasonably be taken which is justified under the circumstances to minimize damage which would otherwise occur as a consequence of such emergency.

C. 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 in which its/his/her Unit is located. The Owner shall keep the exterior of his/her/its Unit clean and free of garbage and debris, but the Association will be responsible for the general maintenance, repair and replacement of the General Common Elements (unless otherwise agreed to by the Board and the affected Unit Owner in writing.)

V. THE ASSOCIATION

A. Membership

An Owner of a Unit in CT Condominium shall automatically, upon assuming ownership, be a member of the CT Condominium, hereinafter referred to as the Association, and shall remain a member of said Association until such time as his membership in said

Association shall automatically cease. The membership shall be limited to Unit Owners as defined in this Declaration.

B. Function

Rights of Association. The Association, by and through its duly elected Board of Directors, shall have and may exercise any right or privilege given to it expressly by the Governing Documents or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association, in the governance and management of the business and assets of the Association, may be exercised by or under the authority of the Board, without the necessity of a vote of the Unit Owners, except as required by law or other provisions of the Declaration (as amended) or the Bylaws (as amended). The powers and rights of the Association include, but are not limited to, the right to:

1. Apply and enforce Bylaws provided for the governance of the Association;
2. Make provisions for the general management, repairs and maintenance of the General Common Elements, Limited Common Elements, and any other provisions for the benefit of the Association. The Association in conformance with this Declaration, has the right to repair and maintain Limited Common Elements.
3. Express authority to review, accept, condition, modify or deny all plans for all Construction Activity on the Association's Property;
4. Adopt Design Guidelines and/or reasonable Rules and Regulations for the administration and procedures for carrying out its duties including but not limited to the authority to require reasonable fees and deposits to be paid to the Association. This includes the ability to adopt fines but only if the Board adopts an appeal process along with the fines.
5. Make capital expenditures, incur liabilities, enter into contracts and agreements, and provide services and functions as are necessary to effect the business of the Association, including, but not limited to, hiring and discharging managing agents and other employees, agents, and independent contractors;
6. Perform any function as set forth in this Declaration, including, without limitation, by, through or under contractual agreements, licenses, or other arrangements with any governmental, quasi-governmental, private entity or any non-profit organization, as may be necessary or desirable;
7. Enter any Unit in accordance with this Declaration;
8. Adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;
9. Pay the expenses of the Association, and provide for the use and disposition of any insurance proceeds in the event of loss or damage
10. Purchase insurance to protect the real and personal property of the Association, including the Common Elements, against casualty or loss, and to

protect the Association, officers, directors, and staff (when acting in their official capacity) from liability (the extent and specific nature of coverage shall be determined by the Board in accordance with this Declaration);

11. Provide for the indemnification of the Association's officers and directors when acting in their official capacity;

12. Borrow funds in order to pay for any expenditure or outlay authorized by the Governing Documents, and to execute all such instruments evidencing such indebtedness as may be necessary or advisable; and assign its right to future income, including, without limitation, the right to receive Assessments, as security for any borrowed funds; provided, however, that the Association shall not use in excess of seventy-five percent (75%) of the Association's total reserve funds or pledge assets with a value in excess of seventy-five percent (75%) of the total value of all Association assets as collateral for any borrowed funds without the affirmative vote of a majority of the Owners;

13. Pay or cause to be paid all ad valorem real estate taxes, special improvement and other assessments (ordinary and extraordinary), ad valorem personal property taxes, and all other taxes, duties, charges, fees and payments required to be made to any governmental or quasi-governmental entity which shall be imposed, assessed or levied upon, or arise in connection with, the real or personal property owned by the Association.

14. Obtain and pay for legal, accounting and other professional and expert services;

15. Deal with agencies, officers, boards, commissions, departments, and other governmental bodies on a local, state and federal basis to carry out the powers, duties and responsibilities herein;

16. Institute, defend or intervene in litigation, arbitration, mediation, or an administrative proceeding in its own name on behalf of itself on matters affecting the Property or take such action as it deems necessary to enforce the Governing Documents;

17. In its discretion, contract with an individual or other entity to generally supervise and control the business of the Association and delegate certain powers, duties and responsibilities to such individual or entity;

18. Adopt, amend, enforce and repeal Rules and Regulations applicable that apply to the CT Condominium, Unit Owners and their guests and invitees.

Such Regulations may govern use of the Common Elements and Units, the personal conduct of Unit Owners and their family members, guests and invitees, and may govern construction and design criteria and aesthetic standards so as to further the use, enjoyment and aesthetics of the CT Condominium for the Owners, including, but not limited to, Rules and Regulations to:

- a. prevent or reduce fire hazard;
- b. prevent disorder and disturbances of the peace;

- c. regulate pedestrian and vehicular traffic;
- d. regulate household animals, the environment and environmental practices;
- e. regulate signs;
- f. regulate any use of the General Common Elements to assure fullest enjoyment of use by the Persons entitled to enjoy and use the same;
- g. promote the general health, safety and welfare of persons within the property; and
- h. protect and preserve property and property rights.

Such Regulations may also establish enforcement mechanisms, including penalties and monetary fines for violation thereof. Following adoption, amendment or repeal of any Rules and Regulations the Board shall provide Unit Owners with notice thereof. Copies of all such Rules and Regulations and amendments thereto in effect from time to time shall be furnished to Unit Owners upon request.

19. Exercise all the powers that may be exercised by the Association under the Unit Ownership Act.

C. Voting

On all matters, unless excluded by this Declaration, to be decided by the Association, each Unit Owner shall have one vote per Unit. 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 the Unit Ownership Act, this Declaration or the Bylaws, a majority of the Unit Owners present 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 Bylaws.

D. Failure to Comply

Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully 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 of all costs, including attorney's 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. Failure to comply may also result in fines pursuant to Rules and Regulations adopted by the Board of Directors

E. Levying Assessments - When Made - Purposes

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

1. Assessments shall be made as a part of the regular business of the Association at any regular or special meeting thereof as provided in the Bylaws of the Association. Notice of the assessment, amount thereof, and the purpose for which it is made, whether regular or special, 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 addresses of record at least ten (10) days prior to the date for such meeting.
2. Base Assessments. Assessments shall be made for the repair, replacement, general maintenance, management and administration of Common Elements, fees, costs and expenses of the manager, if any, and for the Unit Owner's percentage share of any Special Improvement District Assessments. Unit Owners shall share equally in the assessment, except for Insurance Premiums, Limited Common Element Assessments and Reimbursement Assessments.
3. Special Assessments. The Association may levy "Special Assessments" from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration, any Special Assessment for Association Expenses for the general benefit of all Owners shall require the Affirmative Vote of a majority of the Owners present at a meeting at which a quorum is present. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.
4. Reserve Assessments. The Board shall establish and levy annually "Reserve Assessments" in the amount that the Board estimates will be sufficient to raise the funds needed to build reserves to maintain and replace the Common Elements. The Board may levy Reserve Assessments against the Units that are specific to the circumstances of the respective unit types. Reserve Assessments may be collected for use by the Association for insurance deductibles, the repair and replacement of capital items such as roofs, equipment, infrastructure and amenities within CT Condominium.

5. Limited Common Element Assessments. Unit Owners are chargeable only for those Limited Common Element Assessments expenses relating to their respective Units or building. Affected Unit Owners shall share equally in the payment for Limited Expenses for the repair, maintenance, and replacement of Limited Common Elements of their respective Units. 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.

6. Reimbursement Assessments. Notwithstanding anything to the contrary contained herein, if any harm, cost or expense of the Association is caused by (a) the negligence or misconduct of a Unit Owner or the Unit Owner's family member, employee, agent, Licensee or Invitee, or (b) a violation of any provision of a Governing Document by a Unit Owner or the Unit Owner's family member, employee, agent, Licensee or Invitee, the Association may, if the Board deems necessary or advisable, levy an Assessment against such Owner. Such assessments may include fines, late fees, costs and attorney's fees, including the costs and attorney's fees for collection of judgment.

7. Other Assessments may be made for purposes contemplated by this Declaration and the Montana Unit Ownership Act.

8. In a voluntary conveyance of a Unit, the Grantee(s) of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his/her/its share of the Common Expenses up to the time of the grant of conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Association, setting forth the amount of said unpaid assessments against the Grantor due the Association and 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.

F. Payment of Assessments

1. All Base and Reserve assessments shall be paid on the first day of the month, quarter, or year beginning in January following the yearly annual meeting. If other than monthly, the Unit Owner shall notify the Manager of the payment interval for purposes of budgeting.

2. Special Assessments shall be due ten (10) days from the date of mailing such assessment following the meeting at which time assessments are levied by the Association.

3. Limited Common Assessments shall be due ten (10) days from the date of mailing such assessment, following the Association's receipt of the invoice for the Work completed.

4. Reimbursement assessments, based on negligence, misconduct, or violation of the Governing Documents shall be due ten (10) days from the date of mailing such assessment following any event causing the Assessment to accrue.

5. In the event the Unit Owner cannot pay the Special Assessment, Other Assessment or Limited Common Assessment in a lump sum when due, the Unit Owner may apply to the

Manager for an exception and payment plan. The Board of Directors shall have the discretion in granting a payment plan and the terms thereof

6. The amount of all assessments shall be the personal and individual debt of the Owner thereof and the individual owners are deemed to waive any protections afforded them through transferring ownership to a trust, corporation, limited liability company or other entity (i.e., the underlying owners are individually liable for any nonpayment of any assessment). No Owner may exempt himself from liability for the assessments 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 thirty (30) days from the date they are due and payable become delinquent and are subject to interest and penalty charges, and will run with ownership of the Unit and be an automatic lien on the Unit

G. Unpaid Assessments.

1. All assessments that are not paid within thirty (30) days from the date they are due and payable become delinquent and are subject to interest charges to be determined by the Board and penalty charges equal to ten percent (10%) of the delinquent Assessment. The Board or Manager shall have the responsibility of taking prompt action to collect any unpaid Assessments that become delinquent. Such action shall be any remedy available at law to the Association including, but not limited to, the rights set forth in this Declaration. However, as the obligation to pay Assessments is a covenant that runs with the land, the Association is not required to lien the Unit in order to recover past due amount(s), regardless of any sale of the Unit. Suit to recover a money judgment for unpaid Common Expenses and Limited Expenses may be maintainable without foreclosing or waiving any lien securing the same.

2. 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 acquirer of title, his successors and assigns, shall not be liable for the share of 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 assessments shall be deemed to be Common Expenses collectable from all of the Units including such acquirer and such acquirer's successors and assigns.

H. Enforcement For Failure to Pay Assessments.

1. Liens. All sums assessed but unpaid for shall constitute an automatic 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. Since the obligation to pay Assessments is a covenant that runs with ownership of the Unit, the Association is not required to lien the Unit in order to recover past due amount(s), regardless of any sale of the Unit. Should the Association desire, the Manager or other Board agent may prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest and penalties thereon, the name of the Owner of the Unit and the legal description of the Unit. Such notice may be signed and verified by one of the officers of the Association or by the Manager, or his authorized agent, and it may be recorded in the

office of the Clerk and Recorder of Gallatin County, Montana. Regardless of the filing date, the assessment lien attaches from the date the Assessment is first levied.

2. Foreclosure and Bidding at Foreclosure. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit by the Association in the manner provided in the Act and as provide by the foreclosure of a mortgage on real property upon the recording of a notice of a claim thereof. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the Unit and the Plaintiff in such foreclosure actions 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. The Board on behalf of the other Owners shall have the power to bid on the Unit at a foreclosure or other legal sale and to acquire and hold, lease, mortgage and convey or otherwise deal with the same. 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 said Unit for the amounts paid of the same rank as the lien of his encumbrance without the necessity of having to file notice or claim of such lien without foreclosing or waiving the lien securing the same.

I. Waiver of Homestead.

By purchasing a Unit, a Unit Owner agrees that any filed Homestead Exemption does NOT apply to any amounts owed under the Governing Documents, including but not limited to Assessments and all court costs, monies, attorney's fees and judgment interest owed to the Association as a result of any case involving the Association where the Association is awarded such case, including the costs of collection.

J. Availability of Declaration, Bylaw. and Accountings.

1. All Unit Owners, lenders. holders and insurers of first mortgage on any Unit are entitled to copies of the current Declarations, Bylaws, and Rules and Regulations governing the CT Condominium (available on the website) and all records and financial statements of the Association upon a written request to the Board of Directors pursuant to the terms of the Non-Profit Act.

2. The same shall be made available to prospective purchasers by the Association upon the request of the prospective purchaser.

VI. AMENDMENT

Amendment of this Declaration shall be made in the following manner:

This Declaration may be amended, in whole or in part, for any reason and for any purpose, by the affirmative vote or written consent, or any combination thereof, of at least seventy-five percent (75%) of the Unit Owners. If so approved, it shall be the responsibility of the Association to file the amendment with the Clerk and Recorder's office of Gallatin County, Montana. Such

amendment(s) shall become effective at the time of such recording. Such amendment(s) shall also be sent (via email or US first class mail) to all Unit Owners.

VII. CHANGES, REPAIRS AND LIENS

A. Alterations by Unit Owners Association

1. The interior plan of a Unit may be changed by the owner. The boundaries between Units may be changed only by the Owners of the Units affected. No Units may be subdivided. No change in the boundaries of Units shall encroach upon the boundaries of the Common Elements.
2. 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 to this Declaration. In addition to compliance with the provisions of Article VI above, such amendment must further set forth and contain plans for the Units concerned showing the Units after the change in boundaries, which plans shall be drawn by an architect licensed to practice in Montana, and attached to the amendment as exhibits, together with the certificate of architect or engineer required by the Unit Ownership Act. 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 element affected. The amendment shall also be approved by the Board of Directors of the Association and signed and acknowledged by all lienors and mortgagees of the Units concerned.

B. Maintenance by Unit Owners

1. Each Owner shall maintain and keep in repair the interior of his/her/its 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.
2. Each Owner shall also keep any entrance or patio area appurtenant to his/her/its 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 type or kinds of materials. No act or alteration, repairing or remodeling by any Unit Owner shall impair in any way the integrity of the adjoining Units or the integrity of Limited Common Elements or General Common Elements.

C. Exterior Alterations

No Owner may change, alter or remodel the exterior of its/his/her Unit without the prior written approval of the Association. The Association shall be responsible for the repair and maintenance of the exterior of buildings as defined in Article I, Subsection 6 a (General Common Elements). "Exterior of buildings" includes, but is not limited to, walls, roof, roof gutters, and roof drain pipes.

D. 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, his agent, his contractor or subcontractor shall be the basis for the filing of a lien against the Unit or the Unit Owner consenting to 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 any other Owner or against the General 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.

E. Notice.

A holder, insurer or guarantor of a first mortgage, upon written request to the Association, is entitled to notice of

1. Any proposed amendment to the Declarations or Bylaws that affect a change in the
 - (a) boundaries of any Unit or the exclusive easement rights appertaining thereto,
 - (b) the interests in the General or Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, and
 - (c) the number of the Owners within CT Condominium;
2. Any proposed termination of the condominium regime;
3. Any condemnation loss or any casualty loss which affects a material portion of the conditions or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
4. Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insured or guarantor, where such delinquency has continued for a period of sixty (60) days;
5. Any lapse, cancellation or material modification of any insurance policy maintained by the Owners' Association.
6. Said notice must include the name and address of such holder, insurer or guarantor on the Unit number.
7. Consent to disclosure of such information is hereby given by each Unit Owner.

VIII. INSURANCE

A. Purchase

All insurance policies upon CT 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: The named insured shall be the Association individually 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 are responsible for obtaining insurance coverage, at their own expense, upon their own personal property and for their personal liability and living expense.
2. 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.

B. Coverage

1. Casualty: All buildings and improvements upon the land shall be insured in an amount equal to the full insurable replacement value, and all personal property included in the common elements shall be fully insured, with all such insurance to be based on current replacement value, as determined annually by the Board of Directors, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such insurance is referred to as "all in" insurance. Such coverage shall afford protection against:

- a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
- b. 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.
- c. Errors or Omissions Insurance for the Directors, Officers and Managers, if the Association so desires, in amounts to be determined by the Board.
- d. The policies shall state whether air handling or service equipment, interior fixtures and carpets are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association.

2. Should the Board be unable to purchase "all in" insurance, then the Board shall purchase lesser coverage and inform the Unit Owners of this change. Owners shall then be required to purchase insurance coverage for their Units (currently HO6 insurance) and provide a copy to the Board.

3. 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, and with cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

4. 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 for 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, 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.

Assessment of the Premium: Percentage of Interest will be used to determine the cost of Insurance for each Unit. The premium costs for insuring the residential condominium structure shall be pro-rated based on the percentage of interest. The percentage of interest for the respective owners shall be computed by taking the square footage of each Unit at the date of filing this Declaration and dividing it by the total square footage of all of the Units having an interest in the general common elements of CT Condominium. Such percentage of interest owned by each of the Units in CT Condominium shall be according to the percentages set forth in Appendix C.

D. Insurance Trustee

1. 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.

2. 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 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 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.

E. Distribution of Proceeds

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

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 from the Association made by its representative or Manager as to the names of the Unit Owners and their respective shares of the distribution.

F. 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.

G. Benefit to 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.

H. Reconstruction

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. Greater Damage_- If a Unit or Units are found by the Board of Directors to be not tenantable after the casualty, the damaged property shall 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.

2. Plans and Specifications.

Any reconstruction or repair must be substantially in accordance with the plans and specifications for and the original improvements, or if not, then according to plans and specifications approved by seventy-five (75%) of the Unit Owners and the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated is obtained. 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 Article VI and VII hereinabove.

3. Responsibility.

The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair of the condominium property, and the Association shall work with the insurance trustee to carry out the provisions of this Article.

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 to the payment of such costs. Such assessments shall be in proportion to the Owner's percentage of interest in the general common elements.

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.

6. 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.

7. Limitations in Actions of Unit Owners Association.

Except as provided by statute, in case of condemnation or substantial loss to the Units and/or common elements of the condominium project, the condominium association is not entitled to take any of the following actions, unless at least two-thirds (2/3) of the first mortgages or Unit Owners give their consent:

- a. Seek to abandon or terminate the condominium project by act or omission.
- b. Change the pro rata interest or obligations of any condominium Unit in order to levy assessments or charges, allocate the distribution of hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each condominium Unit in the Common Element, except as those modifications are allowed by the expansion provision and removal of commercial-business property set forth herein.
- c. Partition or subdivide any condominium Unit.
- d. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the condominium project is not a transfer in the meaning of this clause.
- e. Use hazard insurance proceeds for losses to any condominium property, whether Units or common elements, for other than the repair, replacement, or reconstruction of the condominium project.

8. Termination of Regime- Destruction

Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium's property must require the approval of seventy-five (75%) of the Unit Owners and the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated.

IX. REMOVAL OR PARTITION - SUBDIVISION

CT Condominium 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 now any partition or sale, and the distribution of 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. If approval for any of the foregoing is not required by the Unit Ownership Act, then approval shall be required by from seventy-five percent (75%) of the Unit Owners. Upon obtaining such approval, the Board shall be empowered to implement and carry out the plan of removal, partition or sale.

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 Units and shall not be considered as a right of first refusal.

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

X. REMEDIES

All remedies provided in this Declaration and Bylaws 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.

XI SEVERABILITY

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

XII INTERPRETATION

The provisions of the Declaration and of the Bylaws to be promulgated and recorded herewith, shall be liberally construed to effectuate the purpose of the Declaration and Bylaws and to create a building or buildings subject to and under the provisions of the Unit Ownership Act.

XIII. MISCELLANEOUS

A. Utility Easements

In addition to the easements provided for herein, easements are reserved through the condominium property as may be required for utility services, including heat, air conditioning, water, sewer, power, communication, natural gas, and cable television, in order to serve CT Condominium adequately. However, such easement through the property or Units 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.

B. Right of Access

1. The Association shall have the irrevocable right, to be exercised by the Manager or Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair and 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 any other Unit.
2. In addition, a Unit Owner in a residential structure and/or a contractor hired by such Owner shall have a right to access limited common areas shared with another Unit Owner in the same structure, such as attic space and crawl space, in the event of emergencies, routine repairs or approved modifications (upon reasonable notice) during reasonable hours. In the event that a Unit is rented, and access is required in an emergency, the Manager or Board of Directors may authorize such access (upon reasonable notice) during reasonable hours.
3. 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 an 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.

C. Expenditures

Except for Special Assessments, no single expenditure or debt in excess of \$10,000.00 not included in the yearly operating budget 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.

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, estates, personal representatives, successors and assigns of each.

E. Binding Effect.

The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land and shall include every Unit and shall be binding upon the Unit Owners (and any other person having an ownership interest in a Unit), their heirs, personal representatives, successors and assigns for as long as this Declaration and the Bylaws are in effect.

F. Service of Process

The name and address of the person to receive service of process for the Association until another designation is filed of record shall be the registered agent for the Association on file with the Montana Secretary of State.

G. Signs

The size, location and placement of all signs must be approved by the Owners Association before installation. All signs must be in conformity with city zoning and sign ordinances then in effect.

H. Conflicts

In the event that there is any conflict or inconsistency between or among the provisions of Montana law, this Amended Declaration, the Articles, the Bylaws and the Rules and Regulations, the provisions of Montana law, this Amended Declaration, the Articles, the Bylaws and the Rules and Regulations (in that order) shall prevail.

IN WITNESS WHEREOF, the undersigned has caused this Twenty-Fourth 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 Declaration for CT Condominium.

ATTEST:

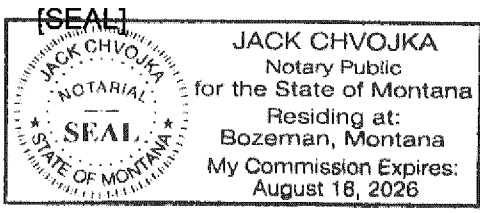
Ira Smotherman
Ira (Mickey) Smotherman, President

Laura Nichols
Laura Nichols, Secretary

STATE of MONTANA)
) : ss.
County of Gallatin)

On this 15 day of July, 2013, before me, a Notary Public in and for said State, personally appeared IRA SMOTHERMAN as the President of the CT Condominium, and acknowledged to me that he executed the same on behalf of the corporation pursuant to the power and authority vested in him.

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



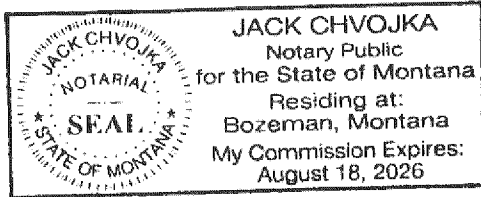
Jack Chvojka
Jack Chvojka [print name]
Notary Public for the State of Montana
Residing at: Bozeman, MT
My commission expires: August 18, 2026

STATE of MONTANA)
) : ss.
County of Gallatin)

On this 15th day of July, 2023, before me, a Notary Public in and for said State, personally appeared **Laura Nichols as the Secretary of the CT Condominium**, and acknowledged to me that she executed the same on behalf of the corporation pursuant to the power and authority vested in her.

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

[SEAL]



Jack Chvojka
Jack Chvojka [print name]
 Notary Public for the State of Montana
 Residing at: Bozeman, MT.
 My commission expires: August 18, 2026

APPENDICES**Appendix A. The documents superseded by this Declaration include:**

| Name | Date | Document Number |
|--|-------------------|-----------------------|
| Declaration for CT Condominium | November 15, 2005 | Document No. 2209463 |
| Amendment to the Declaration for the CT Condominium | April 10, 2006 | Document No. 2224166; |
| Second Amendment to the Declaration for the CT Condominium | April 17, 2006 | Document No. 2225043 |
| Supplemental Declaration for the CT Condominium | September 7, 2006 | Document No. 2240937 |
| Second Supplemental Declaration for the CT Condominium | September 9, 2008 | Document No. 228803 |
| Third Supplemental Declaration for the CT Condominium | May 14, 2009 | Document No. 2330166 |
| Fourth Supplemental Declaration for the CT Condominium | November 6, 2009 | Document No. 2346421 |
| Fifth Supplemental Declaration for the CT Condominium | April 27, 2010 | Document No. 2359564 |
| Sixth Supplemental Declaration for the CT Condominium | October 13, 2010 | Document No. 2372490 |
| Seventh Supplemental Declaration for the CT Condominium | October 12, 2011 | Document No. 2398875 |
| Eighth Supplemental Declaration for the CT | August 16, 2012 | Document No. 2423687 |

| | | |
|---|-------------------|----------------------|
| Condominium | | |
| Ninth Supplemental Declaration for the CT Condominium | January 24, 2013 | Document No. 2438546 |
| Tenth Supplemental Declaration for the CT Condominium | August 20, 2013 | Document No. 2459961 |
| Eleventh Supplemental Declaration for the CT Condominium | March 10, 2014 | Document No. 2476032 |
| Twelfth Supplemental Declaration for the CT Condominium | August 15, 2014 | Document No. 2489341 |
| Thirteenth Supplemental Declaration for the CT Condominium | June 10, 2015 | Document No. 2513901 |
| Fourteenth Supplemental Declaration for the CT Condominium | February 18, 2016 | Document No. 2537923 |
| Fifteenth Supplemental Declaration for the CT Condominium | June 22, 2016 | Document No. 2548830 |
| Sixteenth Supplemental Declaration for the CT Condominium | December 12, 2016 | Document No. 2565964 |
| Seventeenth Supplemental Declaration for the CT Condominium | June 27, 2017 | Document No. 2583924 |
| Eighteenth Supplemental Declaration for the CT Condominium | February 13, 2018 | Document No. 2605836 |
| Nineteenth Supplemental Declaration for the CT Condominium | August 27, 2018 | Document No. 2624511 |

| | | |
|---|--------------------|----------------------|
| Twentieth Supplemental Declaration for the CT Condominium | September 17, 2018 | Document No. 2626725 |
| Amendment to the Declaration for the CT Condominium | November 25, 2014 | Document No. 2498050 |
| Twenty-First Supplemental Declaration | June 13, 2019 | Document No. 2647425 |
| Twenty-Second Supplemental Declaration | August 21, 2020 | Document No. 2696241 |
| Twenty-Third Supplemental Declaration | November 2, 2020 | Document No. 2707106 |

Appendix B. The property subject to this Declaration shall be known as the CT Condominium. The addresses of Phases 1 through 21a, which are Units 1 through 155 of CT Condominium, are as follows:

Phase 1

Unit 1 491 Stillwater Creek Drive
Unit 2 475 Stillwater Creek Drive
Unit 3 480 Stillwater Creek Drive
Unit 4 462 Stillwater Creek Drive
Unit 5 451 Stillwater Creek Drive
Unit 6 433 Stillwater Creek Drive
Unit 7 466 Stillwater Creek Drive
Unit 8 438 Stillwater Creek Drive
Unit 9 398 Stillwater Creek Drive
Unit 10 386 Stillwater Creek Drive

Phase 2

Unit 11 427 Slough Creek Drive
Unit 12 423 Slough Creek Drive
Unit 13 417 Slough Creek Drive
Unit 14 413 Slough Creek Drive
Unit 15 409 Slough Creek Drive
Unit 16 403 Slough Creek Drive
Unit 17 393 Slough Creek Drive
Unit 18 387 Slough Creek Drive
Unit 19 376 Slough Creek Drive
Unit 20 354 Slough Creek Drive
Unit 21 365 Slough Creek Drive
Unit 22 343 Slough Creek Drive

Phase 3

Unit 23 331 Slough Creek Drive
Unit 24 317 Slough Creek Drive
Unit 25 322 Slough Creek Drive
Unit 26 308 Slough Creek Drive
Unit 27 289 Slough Creek Drive
Unit 28 265 Slough Creek Drive
Unit 29 298 Slough Creek Drive
Unit 30 271 Slough Creek Drive

Phase 4

Unit 31 241 Slough Creek Drive
Unit 32 223 Slough Creek Drive
Unit 33 254 Slough Creek Drive
Unit 34 236 Slough Creek Drive
Unit 35 215 Slough Creek Drive
Unit 36 209 Slough Creek Drive
Unit 37 212 Slough Creek Drive
Unit 38 204 Slough Creek Drive

Phase 5a

Unit 51 277 Stillwater Creek Drive
Unit 52 251 Stillwater Creek Drive

Phase 5b

Unit 42 332 Stillwater Creek Drive
Unit 43 341 Stillwater Creek Drive
Unit 49 292 Stillwater Creek Drive
Unit 44 323 Stillwater Creek Drive
Unit 45 316 Stillwater Creek Drive
Unit 46 312 Stillwater Creek Drive
Unit 47 307 Stillwater Creek Drive
Unit 48 303 Stillwater Creek Drive
Unit 50 284 Stillwater Creek Drive
Unit 55 223 Stillwater Creek Drive
Unit 56 205 Stillwater Creek Drive

Phase 5c

Unit 53 268 Stillwater Creek Drive
Unit 54 246 Stillwater Creek Drive
Unit 57 234 Stillwater Creek Drive
Unit 58 210 Stillwater Creek Drive

Phase 6

Unit 39 375 Stillwater Creek Drive
Unit 40 369 Stillwater Creek Drive
Unit 41 354 Stillwater Creek Drive

Phase 7a

Unit 59 397 Hanley Avenue
Unit 60 373 Hanley Avenue
Unit 63 351 Hanley Avenue
Unit 64 339 Hanley Avenue

Phase 7b

Unit 61 382 Hanley Avenue
Unit 62 360 Hanley Avenue
Unit 65 344 Hanley Avenue
Unit 66 332 Hanley Avenue

Phase 8

Unit 67 327 Hanley Avenue
Unit 68 321 Hanley Avenue
Unit 69 316 Hanley Avenue
Unit 70 308 Hanley Avenue
Unit 71 313 Hanley Avenue
Unit 72 301 Hanley Avenue

Phase 9a

Unit 73 275 Hanley Avenue
Unit 74 253 Hanley Avenue

Phase 9b

Unit 75 288 Hanley Avenue
Unit 76 262 Hanley Avenue
Unit 77 231 Hanley Avenue
Unit 78 215 Hanley Avenue
Unit 79 246 Hanley Avenue
Unit 80 224 Hanley Avenue

Phase 10

Unit 81 357 Pine Creek Drive
Unit 82 335 Pine Creek Drive
Unit 83 348 Pine Creek Drive
Unit 84 322 Pine Creek Drive
Unit 85 311 Pine Creek Drive
Unit 86 303 Pine Creek Drive
Unit 87 96 Pine Creek Drive
Unit 88 282 Pine Creek Drive

Phase 11

Unit 89 273 Pine Creek Drive
Unit 90 251 Pine Creek Drive
Unit 91 268 Pine Creek Drive
Unit 92 240 Pine Creek Drive
Unit 93 223 Pine Creek Drive
Unit 94 209 Pine Creek Drive
Unit 95 232 Pine Creek Drive
Unit 96 216 Pine Creek Drive

Phase 12

Unit 97 291 Eagle Creek Drive
Unit 98 275 Eagle Creek Drive
Unit 99 280 Eagle Creek Drive
Unit 100 266 Eagle Creek Drive
Unit 103 246 Eagle Creek Drive
Unit 104 224 Eagle Creek Drive

Phase 13

Unit 101 259 Eagle Creek Drive
Unit 102 233 Eagle Creek Drive
Unit 105 215 Eagle Creek Drive
Unit 106 207 Eagle Creek Drive
Unit 107 210 Eagle Creek Drive
Unit 108 202 Eagle Creek Drive

Phase 14

Unit 109 289 Mill Creek Drive
Unit 110 261 Mill Creek Drive
Unit 111 272 Mill Creek Drive

Phase 15

Unit 115 236 Mill Creek Drive
Unit 116 214 Mill Creek Drive
Unit 117 182 Mill Creek Drive

Unit 112 258 Mill Creek Drive
Unit 113 247 Mill Creek Drive
Unit 114 225 Mill Creek Drive

Unit 118 176 Mill Creek Drive
Unit 119 4163 Palisade Drive
Unit 120 4175 Palisade Drive

Phase 16

Unit 121 4203 Palisade Drive
Unit 122 4209 Palisade Drive
Unit 123 4215 Palisade Drive
Unit 124 4221 Palisade Drive
Unit 125 4233 Palisade Drive
Unit 126 4247 Palisade Drive

Phase 17

Unit 127 4259 Palisade Drive
Unit 128 4263 Palisade Drive
129 4275 Palisade Drive
130 4283 Palisade Drive
131 4289 Palisade Drive
132 4297 Palisade Drive

Phase 18

Unit 133 183 Slough Creek Drive
Unit 134 169 Slough Creek Drive
Unit 135 194 Slough Creek Drive
Unit 136 176 Slough Creek Drive
Unit 139 156 Slough Creek Drive
Unit 140 132 Slough Creek Drive

Phase 19

Unit 137 147 Slough Creek Drive
Unit 138 125 Slough Creek Drive
Unit 141 113 Slough Creek Drive
Unit 142 101 Slough Creek Drive
Unit 143 118 Slough Creek Drive
Unit 144 106 Slough Creek Drive

Phase 20

Unit 145 93 Slough Creek Drive
Unit 146 87 Slough Creek Drive
Unit 147 68 Slough Creek Drive
Unit 148 46 Slough Creek Drive
Unit 149 75 Slough Creek Drive
Unit 150 55 Slough Creek Drive

Phase 21

Unit 151 37 Slough Creek Drive
Unit 152 25 Slough Creek Drive
Unit 153 11 Slough Creek Drive

Phase 21a

Unit 154 14 Slough Creek Drive
Unit 155 8 Slough Creek Drive

Appendix C. Percentage of Interest:

| Unit Designation | Square Feet | Percentage of Interest |
|-------------------------|--------------------|-------------------------------|
| Phase 1 | | |
| 1 | 1578 | .560020% |
| 2 | 1530 | .542987% |
| 3 | 1578 | .560020% |
| 4 | 1530 | .542987% |
| 5 | 1758 | .623912% |
| 6 | 1758 | .623912% |
| 7 | 1849 | .656192% |
| 8 | 1849 | .656192% |
| 9 | 1758 | .623912% |
| 10 | 1758 | .623912% |
| | | |
| Phase 2 | | |
| 11 | 1849 | .656192% |
| 12 | 1849 | .656192%, |
| 13 | 1758 | .623912% |
| 14 | 1458 | .517440% |
| 15 | 1758 | .623912% |
| 16 | 1758 | .623912% |
| 17 | 1758 | .623912% |
| 18 | 1530 | .542987% |
| 19 | 1758 | .623912% |
| 20 | 1758 | .623912% |
| 21 | 1530 | .542987%, |
| 22 | 1458 | .517440% |

| | | |
|----------|------|-----------|
| | | |
| Phase 3 | | |
| 23 | 1750 | .621063% |
| 24 | 1774 | .629571% |
| 25 | 2194 | .778623%, |
| 26 | 2194 | .778623% |
| 27 | 1774 | .629571% |
| 28 | 1750 | .621063% |
| 29 | 1750 | .621063% |
| 30 | 1774 | .629571% |
| | | |
| Phase 4 | | |
| 31 | 2194 | .778623% |
| 32 | 2194 | .778623% |
| 33 | 1750 | .621063% |
| 34 | 1774 | .629571% |
| 35 | 1774 | .629571% |
| 36 | 1750 | .621063% |
| 37 | 1774 | .629571% |
| 38 | 1750 | .621063% |
| | | |
| Phase 5a | | |
| 51 | 1774 | .629571% |
| 52 | 1750 | .621063% |
| | | |
| Phase 5b | | |
| 49 | 2194 | .778623% |

| | | |
|----------|------|-----------|
| 50 | 2194 | .778623% |
| 55 | 1774 | .629571% |
| 56 | 1750 | .621063% |
| | | |
| Phase 5c | | |
| 53 | 1530 | .542987% |
| 54 | 1530 | .542987% |
| 57 | 2194 | .778623% |
| 58 | 2194 | .778623% |
| | | |
| Phase 6 | | |
| 39 | 2194 | .778623% |
| 40 | 2194 | .778623%, |
| 41 | 2194 | .778623% |
| 42 | 2194 | .778623%, |
| 43 | 1750 | .621063% |
| 44 | 1766 | .626741% |
| 45 | 1750 | .621063%, |
| 46 | 1750 | .621063%, |
| 47 | 1750 | .621063%, |
| 48 | 1766 | .626741% |
| | | |
| Phase 7a | | |
| 59 | 1750 | .621063% |
| 60 | 1750 | .621063% |
| 63 | 1774 | .629571% |
| 64 | 1774 | .629571% |

| | | |
|----------|------|-----------|
| | | |
| Phase 7b | | |
| 61 | 1750 | .621063% |
| 62 | 1750 | .621063% |
| 65 | 2194 | .778623%, |
| 66 | 2194 | .778623% |
| | | |
| Phase 8 | | |
| 67 | 2194 | .778623% |
| 68 | 2194 | .778623% |
| 69 | 1766 | .626741% |
| 70 | 1766 | .626741% |
| 71 | 1750 | .621063% |
| 72 | 1559 | .553277% |
| | | |
| Phase 9a | | |
| 73 | 1559 | .553277% |
| 74 | 1559 | .553277% |
| | | |
| Phase 9b | | |
| 75 | 1766 | .626741% |
| 76 | 1766 | .626741% |
| 77 | 1559 | .553277% |
| 78 | 1559 | .553277% |
| 79 | 1766 | .626741% |
| 80 | 1750 | .621063%, |
| | | |

| | | |
|----------|------|-----------|
| Phase 10 | | |
| 81 | 1750 | .621063% |
| 82 | 1750 | .621063% |
| 83 | 2087 | .740660% |
| 84 | 2087 | .740660% |
| 85 | 1776 | .630289% |
| 86 | 1776 | .630289% |
| 87 | 2087 | .740660% |
| 88 | 2087 | .740660% |
| | | |
| Phase 11 | | |
| 89 | 1750 | .621063% |
| 90 | 1750 | .621063%, |
| 91 | 2087 | .740660% |
| 92 | 2087 | .740660% |
| 93 | 1776 | .630289%, |
| 94 | 1776 | .630289% |
| 95 | 1559 | .553277% |
| 96 | 1559 | .553277% |
| | | |
| Phase 12 | | |
| 97 | 1750 | .621063% |
| 98 | 1750 | .621063% |
| 99 | 2087 | .740660% |
| 100 | 2087 | .740660%, |
| 103 | 2087 | .740660% |
| 104 | 2087 | .740660% |

| | | |
|----------|------|-----------|
| | | |
| Phase 13 | | |
| 101 | 1776 | .630289% |
| 102 | 1776 | .630289% |
| 105 | 1776 | .630289% |
| 106 | 1750 | .621063% |
| 107 | 2087 | .740660% |
| 108 | 2087 | .740660%, |
| | | |
| Phase 14 | | |
| 109 | 1750 | .621063% |
| 110 | 1750 | .621063% |
| 111 | 1776 | .630289% |
| 112 | 1776 | .630289% |
| 113 | 1776 | .630289% |
| 114 | 1776 | .630289% |
| | | |
| Phase 15 | | |
| 115 | 1817 | .644840% |
| 116 | 1817 | .644840% |
| 117 | 1817 | .644840% |
| 118 | 1817 | .644840% |
| 119 | 1817 | .644840% |
| 120 | 1773 | .629246% |
| | | |
| Phase 16 | | |
| 121 | 1817 | .644840% |

| | | |
|----------|------|-----------------------|
| 122 | 1817 | .644840% |
| 123 | 1773 | .629246% |
| 124 | 1773 | .629426% |
| 125 | 1773 | .629426%, |
| 126 | 1817 | .644840%, |
| | | |
| Phase 17 | | |
| 127 | 1817 | .644840% |
| 128 | 1817 | .644840% |
| 129 | 1773 | .629246% |
| 130 | 1773 | .629246% |
| 131 | 1773 | .629246% |
| 132 | 1773 | .629246% |
| | | |
| Phase 18 | | |
| 133 | 1773 | .629246% |
| 134 | 1817 | .644840% |
| 135 | 1773 | .629246% |
| 136 | 1773 | .629246% |
| 139 | 1773 | .629246% |
| 140 | 1773 | .629246% |
| | | |
| Phase 19 | | |
| 137 | 1817 | .644840% ^o |
| 138 | 1817 | .644840% |
| 141 | 1773 | .629246% |
| 142 | 1773 | .629246% |

| | | |
|--------------|------------------------|-------------|
| 143 | 2087 | .740660% |
| 144 | 2087 | .740660% |
| | | |
| Phase 20 | | |
| 145 | 1773 | .629246% |
| 146 | 1817 | .644840% |
| 147 | 1773 | .629246% |
| 148 | 1773 | .629246% |
| 149 | 1773 | .629246% |
| 150 | 1773 | .629246% |
| | | |
| Phase 21 | | |
| 151 | 1571 | .557535% |
| 152 | 1571 | .557535% |
| 153 | 1838 | .652104% |
| | | |
| Phase 21a | | |
| 154 | 1773 | .629246% |
| 155 | 1773 | .629246% |
| | | |
| Total | 281,776 sq. ft. | 100% |