

**TWENTY FIFTH AMENDMENT TO THE DECLARATION FOR THE CT CONDOMINIUM,
ARTICLE IV**

Fully superseding and replacing Article IV of the original declaration and Article IV of all amendments thereto

The foregoing recitals are incorporated into the Declaration as if fully recited therein.

A. WHEREAS, the Declaration of Condominium for the CT Condominiums property were recorded with the Gallatin County, Montana, Clerk and Recorder on November 1, 2005, as Document 2209463, 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 Article IV of the Declaration for the CT Condominium.

C. WHEREAS, this Amendment to Article IV of the Declaration shall replace and supersede Article IV of the original Declaration (as previously amended), 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 Amendment to the Declaration is judged to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Twenty-Fifth Amendment to the Declaration is made pursuant to Article VI and other appropriate provisions of said Declaration.

IV. USE**A. Percentage of Interest**

Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his Unit. Additionally, each Unit Owner shall have an equal, undivided interest in the General Common Elements of CT Condominium. Such equal interest represents its/his/her ownership interest in the General Common Elements, its/his/her liability for common expenses, and its/his/her voting rights, which shall be further defined as one vote per Unit.

B. Voting Interest

For the purposes of this Declaration and the expanded Declaration as set forth below, the voting interest of the Unit Owner/Owners in all matters concerning the Association of the Unit Owners shall be equal to the other Units in accordance with the Bylaws of the Association of the Unit Owners. Thus, there shall be one vote per Unit regardless of the number of owners of the individual Unit.

C. Floor Plans and Exhibits

CT Condominium Phases 1 through 21a consist of 78 buildings and the real property 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, excepting that portion of Tract 2B of Minor Subdivision 365A, which is now described as Lots 2C and 2D of Minor Subdivision 365A which contain a total of One Hundred Fifty-Five Units. Units as shown on the floor plans attached to the prior Amendment and Supplements which are specifically made a part of this document.

D. Construction Materials

The principal materials of construction of the Units are concrete for the foundations, footings and slabs, wood and wood product for the framing, structural and finish work, sheetrock, composite board, wood, wood products, and plywood for the interior, carpet, wood, wood product, vinyl, or tile for the floors, concrete-based products for siding, stone or false stone and wood products for exterior wall surfaces shingles for the roof of the buildings.

E. Use Restrictions.

The use of the General Common Elements shall be for the recreation and enjoyment of the Unit Owners, their guests, tenants, lessees, and invitees. The use of the Units and Common Elements shall be further limited as follows:

1. Leasing. "Lease" or "Leasing" is defined as allowing a person(s) to occupy all or any part of a Unit in exchange for a monetary consideration or its equivalent. Nothing herein shall preclude a Unit Owner from retaining a live-in healthcare provider. No subleasing shall be permitted.

a. The use of every Unit in CT Condominium shall be for residential purposes only and there shall be no commercial use except for a home office with no more than the number of employees allowed by the Bozeman City Code. Further, nothing shall prohibit a Unit Owner from Leasing the Unit to third persons or holding it out for Lease or entering into an Agreement or contract with others for the Lease of his/her/its Unit for residential use, subject to the conditions and requirements set forth herein. Any Owner acquiring a Leased Unit is on notice that the Lease must end at the end of the Lease term and if the new Owner desires to Lease the Unit, the Unit Owner shall be placed at the end of the wait list (paragraph f below).
Acquirement does not include the following:

- Transfer to an LLC owned by at least 50% of the current ownership;
- Transfer to a Trust owned by at least 50% of the current ownership;
- Transfer as part of a dissolution of marriage or partnership where the new ownership is owned by at least 50% of the current ownership.

The Association has the power and authority to demand any and all documentation that is reasonably necessary to determine ownership of any of the aforementioned entities. The Unit Owners agree to produce the requested documentation.

b. Unit shall not be Leased for any period less than ninety (90) days, or for more than two years. The use of the General Common Elements shall be for the recreation and enjoyment of the Unit Owners, their guests, tenants, lessees, and invitees. No Time Share ownership is allowed. "Time Share" means an arrangement whereby several joint owners have the right to use a Unit at different

times. "Time Share" does not include any agreement between two or more parents who live in the Unit at different times and the children live in the Unit full time.

c. The Unit Owner and Lessee shall have a written Lease that complies with the governing laws of Montana and shall require compliance by the Lessee with this Declaration, Bylaws, and Rules and Regulations ("Governing Documents") as adopted and subsequently amended. Such Lease shall include a copy of the Rules and Regulations. Owners shall be responsible for any violation of the Governing Documents by their lessees.

d. The Leasing of Condominium Units is subject to the Montana Human Rights Act and all the provisions of the applicable Gallatin County Zoning and applicable codes. Units may be Leased according to the conditions set forth in this Article.

e. The maximum number of Leased Units shall be 15% of the total Units in the Association. The ability to Lease a Unit shall be determined on a first come, first served basis. A Unit Owner desiring to Lease must request in writing to the Board of Directors that the Unit become a Leased Unit. If there is less than the approved percentage of the Units Leased at the time of the request, the Board shall grant the request. The Unit Owner will have ninety (90) days from the time of approval to secure a valid, signed Lease. Within five days of securing a Lease agreement for the Unit, Lessors must deliver to the Association a completed Tenant Information Form provided by the Association, containing the information required in the Governing Documents regarding Leasing. The Board will keep a list of which Units are Leased. Should a Unit Owner Lease a Unit without obtaining permission of the Board, the Board shall have the power to enforce this provision as provided for in Bylaws Article VIII.

f. When the maximum number of the Units are Leased, Owners of Units desiring to offer other Units for Lease may make a request to the Board of Directors to be placed on the waiting list to be established, in order of the time the request is received. A waiting list of Unit Owner(s) wanting to Lease their Units shall be established and Units shall be placed on the waiting list on a first-come, first-serve basis. The Owner of first the Unit on the top of the waiting list shall be notified in writing when the number of Leased Units is less than the maximum number of the Units. The Owner will have ninety (90) days from the date of notice to secure a valid, signed Lease. If at the expiration of this ninety (90) day period a Tenant Information Form has not been provided to the Board of Directors, the next Unit in line on the waiting list shall be granted pending permission by the Board of Directors to Lease their Unit.

g. Grandfathering: This subsection augments M.C.A § 70-17-901 (2021, and as amended), which protects Owners, but not successors in interest, from homeowner association requirements which impose more onerous restrictions on uses, including Leases, than existed at the time the Owner purchased. Units owned at the time of the effective date of amendments pertaining to Leasing in IV, E.1 of this Article, and/or any other sections of this Amended Declaration, shall not be subject to this IV.E.1 until the Unit is sold or otherwise changes ownership pursuant to M.C.A. § 70-17-901, and as amended. However, one exception shall be made for natural born persons inheriting a Unit at the death of the Unit Owner. If a Unit Owner passes away, the natural born heirs will be allowed to continue to

Lease the Property. This exception will not apply at the heir's death. Thereafter, Units may be Leased only in accordance with the Leasing provisions included in the Declaration and Bylaws (as amended) and any applicable Rules and Regulations.

h. Lessors must, at Lessor's expense, provide Lessees with copies of the Governing Documents. Leases must specify that the Lessees/occupants must comply with all provisions of these documents.

i. Occupancy of a Leased Unit shall be limited to those individuals named on the lease, except for bona fide short-term (not exceeding fourteen days) guests of the Owners or Lessees. Guests are visitors to the Owners or Lessees who do not provide compensation in cash or otherwise.

j. The Association is not responsible for Leases negotiated by any of its members, nor is it responsible for its members' advertisements seeking Lessees. It is the responsibility of individual Unit Owners to comply with local, state, and federal laws relative to the leasing process.

k. Unit Owners may retain a house sitter or caretaker during periods of Owners' absences. A house sitter and/or caretaker are defined as person or single families temporarily residing in and responsible for Units during temporary absences of the owners or lessees, whether compensated or not. They are subject to the provisions of the Governing Documents of the Association.

l. In the event a Lessee, house sitter, and/caretaker fail to comply with the Governing Documents, or becomes a public nuisance, the Association is specifically granted the power to bring an eviction action against the Lessee/house sitter/caretaker for breach of the Lease agreement on behalf of the Unit Owner. This shall in no way limit the Association's other legal remedies. The prevailing party in such proceedings shall be entitled to an award of reasonable attorney's fee, cost of collection of the judgment and related costs.

2. Restriction on Number of Occupants per Unit. All Units may be used only for residential dwelling purposes and for typical residential activities. No portion of the Property or Unit shall be used for living or sleeping purposes other than in rooms designed for living or sleeping in a Unit. Occupancy of each Unit shall be limited to two persons per designated bedroom in the Unit (as those bedrooms are labeled and depicted on the floor plans attached to the prior Amendment and Supplements which are specifically made a part of this document), except that this restriction shall not be applied to preclude occupancy of a Unit by a family consisting of two persons and one or more children under the age of 18 for whom either or both of such persons are the parent, legal guardian or designee authorized in writing by the child's parent or legal custodian to care for the child.

3. Obstruction of the Common Elements. 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. Some Units may have usable space in the Limited Common Elements beneath the living area of their Unit. This space is not designated to be used for storage or any other use by Owners, and there is no provision for protection from water or other damage. However, Owners of Units which have usable space in the

Limited Common Elements beneath the living area of their Unit may use this space for storage provided that such use does not block any access beneath the Unit or obstruct any easement for utility services, or result in cancellation or rate increase of Association insurance. Any such use of the area beneath a Unit shall be strictly at the risk of the Owner. Each Owner shall be obligated to maintain and keep in good repair and order the interior of his/her/its own Unit.

4. Increased Insurance. 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/her 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.

5. Use of the Common Elements. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of 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 written consent of the Association. Seasonal decorations that are promptly removed after the season and reasonable name plates or identification signs for individual Units may be allowed. No basketball hoops or other permanent attachments may be made to the exterior of any Unit. Television satellite dishes shall be limited to no greater than 18" in overall size, may be installed in a location that is not visible from any street, and shall not demand or interfere with the maintenance of the Common Elements. No other fixtures or attachments shall be permitted on the General or Limited Common Elements.

6. Nuisance. No nuisances shall be allowed upon 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.

7. Junk Vehicles. No Unit or driveway shall be used for the storage of any inoperable vehicle, machinery or equipment, or other personal property of any quantity in excess of the immediate needs and personal use of the Owner of a Unit or the occupants thereof. Other than those vehicle or vehicles intended for the immediate needs and personal use of the Owners of a Unit or the occupants thereof, all equipment and vehicles kept on the property, including recreational vehicles, campers, trailers, motor homes, boats, and other recreational equipment, shall be enclosed in the garage. No one shall reside in such recreational vehicles, motor homes, campers, trailers or other recreational equipment stored on the property. No equipment, vehicle or personal property associated with the Owner of the Unit or guests thereof will be allowed on the streets, sidewalks, or walkways of the Association between the hours of 12:00 a.m. to 6:00 a.m. Such equipment, vehicle, or personal property will be considered in violation of these declarations and subject to removal/towing at the owners' expense. The owner/occupant will be given both a verbal warning and then written warning from the Board before the removal/towing is authorized by the Board.

8. Structure. 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 it otherwise provided herein.

9. Pets and Animals. No animals of any kind shall be raised, bred, or kept in any Unit, except dogs, cats and other household pets may be kept subject to the rules and regulations from time to time adopted or amended by the Association. All pets shall be subject to the City of Bozeman Animal Control regulations and ordinances, and shall be kept on a leash. Pet owners shall immediately clean up after their pets when on any condominium property.

10. Alteration of Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, and no easements, liens or encumbrances placed on the Common Elements, except upon the written consent of two-thirds of the Unit Owners affected by such action.

11. Trash and Debris. No junk, garbage, trash, equipment, parts, metals, lumber, debris, or other waste shall be allowed on the sidewalk, entrance, or driveway of any Unit, or in any of the limited or general common areas. All garbage and trash requirements of the City of Bozeman shall be observed. Garbage cans shall be kept in the garage or other enclosures except on garbage collection days. Garage doors shall be kept closed unless in use.

12. Irrigation, Lawn and Snow. It is acknowledged that there is a common well and sprinkler system for the Units. The Association shall have the responsibility for any required maintenance or repairs of the well and irrigation sprinkler systems. The Board of Directors shall arrange for any necessary maintenance of the well and sprinkler system, and shall arrange for control of the sprinkler system in coordination with the lawn care for the Units. Additionally, lawn care and snow removal shall be arranged for all of the Units by the Board of Directors, and shall be paid for out of Base Assessments.

F. Exclusive Ownership

Each Owner or Owners shall be entitled to exclusive ownership and possession of their Unit. Such 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.

IN WITNESS WHEREOF, the undersigned has caused this Twenty-Fifth Amendment to the Declaration for CT Condominium 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 (Mickey) Smotherman, President

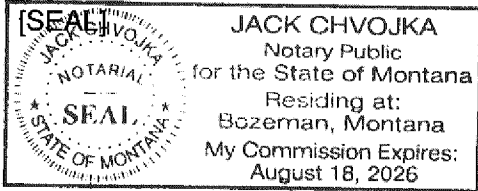


Laura Nichols, Secretary

STATE of MONTANA)
County of Gallatin) : ss.

On this 15th day of July, 2023, before me, a Notary Public in and for said State, personally appeared IRA SNOTHERMAN 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.

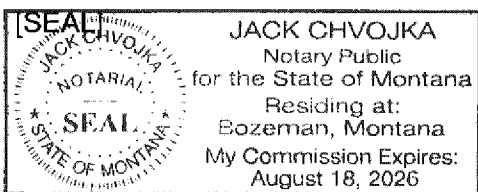


[Signature]
Jack Chvojka [print name]
Notary Public for the State of Montana
Residing at: Bozeman, MT.
My commission expires: August 18, 2026

STATE of MONTANA)
County of Gallatin) : ss.

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.



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