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Eric Semerad - Gallatin County, MT MISC



## **DECLARATION FOR PAUL SON CONDOMINIUM**

This Declaration is hereby made and entered into this 29<sup>th</sup> day of April 2019, by PAUL SON PROJECTS, LLC, a Montana limited liability company, of 4535 Valley Commons Drive, Unit 202, Bozeman, Montana 59718, and ROSA-JOHNSON DEVELOPMENT, LLC, which acquired title as Four Corners Construction, LLC, a Montana limited liability company, whose mailing address is 2264 Jackrabbit Lane, Unit B, Bozeman, Montana, 59718, hereinafter referred collectively to as the "Declarants", whereby the lands and property hereinafter described are submitted and subject to the provisions of MCA 70-23-101, et. seq., and known as the "Unit Ownership Act".

The property subject to this Declaration shall be known as the Paul Son Condominium, (hereinafter referred to as the "condominium" or the "premises"). The condominium is located in Bozeman, Gallatin County, Montana.

### **I. DEFINITIONS**

Unless the context expressly provides otherwise, the following definitions shall pertain throughout this Declaration and the Bylaws for the condominium and the interpretation of either document:

1. Aggregate Votes or Voting shall mean the entire number of votes or persons present or available to vote in person or by proxy in a particular circumstance.
2. Association or Owners' Association means all of the Unit Owners acting as a group and in accordance with duly adopted Bylaws and this Declaration.
3. Board or Board of Directors shall mean the Board of Directors of the Association, as more particularly defined in the Bylaws.
4. Building means the building or buildings containing the condominium units.
5. Bylaws means the Bylaws promulgated by the Association under this Declaration and the Unit Ownership Act.

6. Common Elements means both general common elements and limited common elements.
- a. General Common Elements shall mean the real property described in Article II below and include all those areas which are for the use and benefit of all the Units and of all residents and guests of residents of the Paul Son Condominium. Specifically included are:(except for the portions designated as limited common elements in subparagraph I.6.b below) including the grounds under and surrounding the buildings, and other areas necessary for the safety, maintenance and existence of the condominium in which each Unit Owner shall have his or her designated percentage of interest, as set forth in Article IV below, and as described in the Unit Ownership Act. Each building has a water meter for the Units in that building and the sprinkler system on that lot. The water costs shall be divided equally between all of the owners within the condominium and the sprinkler systems on each lot shall be considered general common elements.
- b. Limited Common Elements as used in this Declaration shall mean those common elements which are reserved for the use of fewer than all of the units in Paul Son Condominium. Specifically, as to any given Unit Owner or Owners, limited common elements shall mean the building in which their Unit is located, together with the following common elements which are located within or affixed to his or her unit:
- Footings, foundation, framework, floors, columns, trusses, walls, supports and other structural components of the buildings, the roofs of the buildings, electrical, cable television, gas and telephone lines and wires and connections serving all of the units within a building; the master water meter for each building; landscaping, plants and other materials and improvements separate from and outside of the buildings containing the units, doors, including garage doors, windows, flues, decks, patios, fences; yards enclosed by fences, chimneys, ducts, cables, conduits, public utility lines, water, water meters, sewer, electrical, cable television lines and hot and cold water pipes, (all such utility pipes and lines are limited common elements where they service only one unit or one building; where they service all of the units they shall be general common elements),and fixtures or other portions of the building servicing only a particular unit.
7. Common Expenses means expenses of administration, maintenance, repair or replacement of general common elements, expenses agreed upon by the Association of all Unit Owners, and expenses declared common by the Unit Ownership Act.
8. Condominium means the Paul Son Condominium as the same is created by this Declaration and the Bylaws and submitted to the Unit Ownership Act and the

condominium units, general common elements, limited common elements, building and land and any other improvements thereon, which constitute the condominium.

9. Declaration means this document and all parts attached hereto or incorporated by reference.
10. Limited Common Expenses or Limited Expenses means the expenses attributable to the maintenance, repair and replacement of limited common elements.
11. Manager means the manager, the Board of Directors, management corporation or any other person or group of persons retained or appointed by the Board, or by the Owners' Association for the purpose of conducting the day-to-day operations of the condominium.
12. Property and/or Premises means all the land described below, buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the Unit Ownership Act.
13. Record Officer means the county officer charged with the duty of filing and recording the deeds, mortgages and all other instruments and documents relating to this Declaration and the property to which it is subject.
14. Unit means the separate units, or dwelling spaces, of the condominium.
15. Unit Designation is the combination of letters, numbers and words which identify the designated units.
16. Unit Owner, Owner, or Condominium Owner means the person or persons owning a Unit in fee simple absolute, or one who is a co-owner in any real estate relationship that is recognized under the laws of the State of Montana in a Unit of the Paul Son Condominium. If two or more individuals own a Unit in the condominium, the term shall refer to all of the owners collectively, unless otherwise specified.
17. Mortgagee means any mortgagee, beneficiary under a trust indenture, or a seller under a contract for deed.

## II. REAL ESTATE

1. Description. The real property which is by this Declaration submitted and subject to the Unit Ownership Act and which will constitute the initial phase is described as follows:

Lot 3 in Block 9 of Correction Plat of Boulder Creek Subdivision, Phase 2, located in the S½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record

in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622A]

and

Lot 3 in Block 10 and Lot 1 in Block 9 of the Plat of Boulder Creek Subdivision, Phase 2, located in the S ½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622]

The initial phase shall consist of three buildings each housing two units, but the condominium may be expanded to include fourteen additional units in seven additional buildings, in accordance with the Plan of Development stated below in Article V. The Declarants shall not be obligated to annex additional property or to build additional buildings, but may do so in their discretion. Only those Units specifically annexed shall be part of the condominium.

2. **Binding Covenants:** The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, including every Unit, and shall be binding upon the Unit's Owners, their heirs, successors, personal representatives and assigns for so long as this Condominium Declaration and Bylaws are in effect. All persons acquiring an ownership interest in any unit created hereby shall also be bound by the Declaration of Protective Covenants and Restrictions for Boulder Creek Subdivision, Bozeman, Montana, including all amendments, restatements, addenda and supplements to such covenants.
3. **Condominium Units:** Each Unit, together with the appurtenant undivided interest in the common elements of the Paul Son Condominium shall together comprise one condominium Unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a fee simple interest in a parcel of real property. Included in all Units, as a part of each Unit, are the porches and patios appurtenant to such unit.
4. **Encroachments:** If any portion of the general common elements or limited common elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Unit encroaches upon the general common elements or limited common elements or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements or on the Units for the purpose of marketability of title. In the event that the building or any portion thereof is destroyed and then rebuilt, the Owners of the Unit or Units agree that minor encroachments of parts of the general common or limited common elements because of such construction shall be permitted and that an easement for

such encroachment and the maintenance and repair of the same shall exist.

5. **Buildings:** The living Units initially comprising the condominium are located in three (3) buildings, containing six (6) Units. Each of the Units consists of a main level, including a one- or two-car garage, and an upper level, as shown on the floor plans. Each of the units contains approximately 2096-2353 square feet of living space. Single car garages are approximately 287 square feet and two-car garages are approximately 480 square feet.
6. **Unit Boundaries:** Each Unit shall include the part of the building containing the Unit that lies within the boundaries of the floors, walls and ceilings of the Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof shall be considered part of the Unit, and all other portions of the unfinished walls, floors, or ceilings are a part of the common elements; provided, however, that to the extent possible, the at such time as the Association procures insurance for the building(s), the Association shall, procure insurance which provides coverage for wallboard, flooring, appliances and fixtures. Beneath each Unit is a crawl space for mechanical systems and additional storage. Such crawl spaces are not considered part of the living areas of the Units, but shall be limited common elements with such usage attached to the Units directly above such spaces. The finished portion of the garage within the boundaries of the interior walls, and the floors and ceilings thereof shall constitute a part of and be appurtenant to such unit.
7. **Construction Materials:** The principal materials of construction of the Units are concrete for the foundations, footings, and slabs; wood for the framing, structural, and finish work; sheetrock for the interior walls and ceilings; carpet, tile or vinyl for the floors; wood or composite siding for the exterior wall surfaces, and asphalt shingles on the roof of the building.

### III. EASEMENT - COMMON ELEMENT - INTERIOR REMODELING

1. **Common Element Easements:** A nonexclusive right of ingress and egress and support through the general common elements is appurtenant to each Unit and all the general common elements are subject to such rights. Such easements include an easement for ingress and egress from and to each Condominium Unit to the public roads or other means of access bounding the Condominium property. As set forth below, Owners shall have the right to enclose a portion of the common elements for their own use. Such enclosures shall not affect the right of the Association, other Owners, contractors, first responders and other parties with legitimate reason to be upon the common elements to enter such enclosures and pass through such areas as circumstances dictate.
2. **Utilities:** An easement shall exist over, across and into the general and limited common elements as shown on the site plan and in the condominium units themselves for installation, maintenance and repair of all utilities for lines, wires, pipes, equipment and other items

necessary for supplying light, heat, water, sewer, power, telephone, any cable television and other means of communication to the condominium.

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

#### IV. OWNERSHIP AND VOTING - EXHIBITS - USE

1. Percentage of Interest: Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his or her Unit and an undivided interest in the general common elements of the Paul Son Condominium as set forth below. Such percentage represents his or her ownership interest in the general common elements, his or her liability for common expenses and taxes, and the voting interests of the Unit Owner or Owners in all matters concerning the Owners' Association, as set forth below. Other than the garages, each of the Units is the same size, has the same features and was constructed at approximately the same time as the other Units. Therefore, each of the Units shall be deemed to have the same approximate value and the percentage of interest for each unit shall be the same. The initial Units and their percentages of interest are as follows:

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
1055A	1/6
1055B	1/6
1060A	1/6
1060B	1/6
1097A	1/6
1097B	1/6

Exhibits: The Paul Son Condominium consist of the real property described above, and a total of six (6) separate Condominium Units as shown on the floor plans for the condominium. For identification and descriptive purposes the following Exhibits are, by this reference, attached hereto and incorporated into and made a part of this Declaration:

Exhibit A: Consisting of four pages, showing the initial site plan of the Paul Son Condominium and the location of the buildings containing the condominium units on the property and the common elements for each lot.

Exhibit B: Showing the floor plans for each of the Units of the Paul Son Condominium, the area of each, the dimensions and the designation for each Unit at 1055 Cassandra Lane.

Exhibit C: Showing the floor plans for each of the Units of the Paul Son Condominium, the area of each, the dimensions and the designation for each Unit at 1060 Cassandra Lane.

Exhibit D: Showing the floor plans for each of the Units of the Paul Son Condominium, the area of each, the dimensions and the designation for each Unit at 1097 Cassandra Lane

Exhibit E: [intentionally left blank]

Exhibit F: [intentionally left blank]

2. Use: The Units and common elements shall be occupied and used as follows:
  - a. No part of the property shall be used for other than single family residential purposes; except that an Owner may use a portion of his or her Unit for a home office or studio, provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant and further that such activities do not violate any applicable zoning regulations or other use restrictions applicable to the property. In the event that the condominium is expanded to include four Units, then up to two Units may be held for investment purposes and rented to third parties, provided that such leases are for a minimum of six months and otherwise in compliance with the terms of this Declaration. For as long as Declarants are the owner of a Unit within the condominium, the Declarants shall be entitled to one of the investment Units, and the other shall be allocated on a “first come, first served” basis. For as long as the condominium consists of only two Units, only one Unit may be rented to third parties and that right shall be reserved to the Declarants for as long as Declarants shall own one of the Units. Upon sale by the Declarants such Unit shall become available for rental on a “first come, first served” basis. Prior to renting a Unit to a third party, an interested Owner shall consult with the board of directors or the manager to determine whether the allotment of investment Units has been filled. If there are no Units rented, or only one Unit rented, then the interested Owner may proceed with renting his or her Unit. If two Units are rented, then no more Units may be rented until one of the two investment Units reverts to an owner-occupied Unit. For purposes of this Declaration, “owner occupied” shall mean a Unit occupied by the actual Owner and the actual Owner’s immediate family, or a Unit occupied by an Owner and a person who is not a member of the

Owner's immediate family if the Owner is also a resident in the Unit for more than one-half of each year. A Unit shall not be considered "owner occupied" if the Owner is not in residence for at least seven months of each calendar year. In the event that the Unit is owned by a limited liability company or a trust, then the Owner shall be the person or persons designated as the manager(s) of the limited liability company or the trustee(s) of the trust.

- b. There shall be no obstruction of the common elements, nor shall anything be stored in or on the common elements, general or limited, without the prior written consent of the Association, except as set forth herein. In particular, there shall be no storage of trailers, boats, snowmobiles, recreational vehicles, inoperable vehicles or any other similar object in or on the general common elements without the express written consent of the Association defining the goods to be stored, the location of such storage, the duration of such storage, and any other condition which may be imposed by the Association in its sole discretion. For purposes of this paragraph, an item shall be deemed stored upon the common elements if it is left in place for more than 48 consecutive hours without moving, or if it is parked or left in place upon the common elements for more than a total of 72 hours within any 10 day period. A car, truck, motorcycle, bicycle or other wheeled vehicle regularly used to transport an Owner, an Owner's family member, or guest for everyday activities shall not be subject to the provisions of this paragraph as long as such vehicle remains operable and is parked or placed in the driveway immediately in front of such Owner's garage. Each Unit shall be entitled to the regular usage of one or two parking spaces within the condominium in front of the garage for such Unit. Motorcycles shall only be parked within designated parking spaces and shall not be stored on patios or decks. Each Owner shall be obligated to maintain and keep in good order and repair his or her own family unit.
- c. Nothing shall be done or kept in any Unit or in the common elements which will increase the rate of insurance on the buildings or contents thereof, above that which may be charged for a residential condominium, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his or her Unit or in the common elements which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law, this Declaration, or the Association Bylaws. No waste will be permitted in the common elements.
- d. Owners shall not cause or permit anything to be hung or displayed in or upon 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 or any part thereof, without the prior written



consent of the Association; except that a "For Sale" sign may be placed in front of a unit to facilitate the sale of that unit, provided that such sign is no greater than five (5) square feet in area. Enforcement of this provision, or any other provision in which the consent of the Association is necessary shall be carried out in such a manner that all unit owners are treated substantially the same.

- e. No pets or other animals of any kind shall be raised, bred or kept in any Unit, except that dogs, cats or other household pets, not to exceed a total of three (3) pets may be kept in any Unit, provided that no Unit houses more than two dogs or two cats. There shall be no chickens, roosters, pigs, goats, sheep, llamas, or other similar animals kept within the condominium and all animals shall be housed within the Units, rather than in outdoor enclosures or kennels. Any animals kept in the Units shall be subject to rules and regulations adopted by the Association and may not be kept, bred or maintained for any commercial purpose. Leash laws are strictly followed and all Owners or persons employed by Owners to care for animals shall immediately remove all waste left by their pets or pets for which they are providing care. Any pet which bites another animal or a human upon the premises shall be immediately removed unless it can be shown by clear and convincing evidence that the animal was unreasonably provoked into such action. For purposes of the foregoing sentence, any animal which is restrained in some reasonable fashion but is approached by another animal or human shall be presumed to be the non-aggressor. Failure to remove the pet(s) can result in a fine not to exceed \$20.00 per day for each day the pet remains on the property or in the unit, which fines shall become part of the assessments for that unit. Failure to pick up after an animal immediately on the common grounds will result in a \$25.00 fine for each offense, which shall also become a part of the assessment for the owner of the unit. Failure of an owner to adhere to pet regulations and requirements shall be grounds for the Owner(s) of the other Unit to maintain an injunctive action to remove the offending pet(s) as a nuisance. The Association shall have authority to ban certain breeds of dogs or individual dogs from the condominium, provided that such actions are based upon objective criteria related to aggressive tendencies of the breed or individual dogs.
- f. No nuisances shall be allowed upon the property, nor shall any use or practice be allowed which is a source of annoyance to residents of the Condominium, or which interferes with the peaceful possession and proper use of the property by its residents. Littering in any form, including cigarette butts, is considered a nuisance. In addition to other potential nuisances, it shall be considered a nuisance if pets, particularly dogs, create noise that can be heard within neighboring Units during times that are considered quiet hours (9:00

p.m. - 7:00 a.m.), or that make noise continuously during the daytime hours. No immoral, improper, offensive or unlawful use shall be made of the property, nor any part thereof, and all valid laws, zoning ordinances and regulations or all governmental bodies having jurisdiction thereof shall be observed. In the event that a nuisance is maintained upon the property, the Association shall provide a written warning to the Unit Owner, regardless of whether the nuisance is maintained by the Owner or an occupant who is not an owner. If the nuisance is not immediately abated, the Association shall be entitled to levy a fine on the owner of the unit to which the nuisance is attributed, in an amount not to exceed \$25.00 per day. In addition, the Association, or any aggrieved owner shall have the right to maintain a court action to enjoin the practice constituting the nuisance if it becomes necessary for the Association to send 3 or more nuisance notices within a one year period.

- g. 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 a building, except as is otherwise provided herein.
- h. Nothing shall be altered or constructed in, or removed from the common elements, except upon the written consent of the Association. Owners shall be entitled to construct 5' fences in the backyards, subject to the following:
  - I) All fences erected shall be in strict compliance with all subdivision covenants, applicable laws and the design standards created by the Declarants, a copy of which is attached hereto as Exhibit G. Such standards include the design of the fence as well as the materials to be utilized.
  - ii) All fences shall be erected only on the rear line of the lot upon which the unit is located and upon that line which is an extension of the common boundary wall between the Units, running from the building to the rear property line of the lot upon which the Units are located. The fence along the side lot line of lot shall run only from the rear lot line to a point which is the intersection with the extended rear line of the building in which the Owner's Unit is located, and the side lot line. Any fence erected upon a rear lot line or the extended boundary wall between the Units shall be erected in such a manner as to not encroach upon the lot or yard space for another Unit. There shall only be one fence upon any lot line or extended center line within the Units.
  - iii) Any Owner electing to erect a fence to enclose a rear yard shall do so

at his or her own expense; provided, however, that in the event an adjacent owner within the condominium thereafter elects to fence the rear lot behind his or her Unit, he or she shall utilize the common fence between the Units as one of the boundaries of his or her yard area and he or she shall, within 15 days of erecting such fence, reimburse the owner(s) of the adjacent Unit(s) whose fence(s) constitute a part of the new enclosure, for the reasonable value of such section of fence utilized, based upon the actual construction costs of such fence. It shall be the responsibility of the owner erecting the first section of fence utilized to maintain such records if no fence is initially erected upon the adjacent yard space. In the event that an owner elects to erect the fence himself or herself, rather than contracting for such fence, he or she shall only be allowed to charge the adjoining owner for the materials utilized for that section of fence, together with a pro-rata portion of any necessary equipment rental for the construction of the fence, such as a posthole digger.

- iv) All fences erected shall include gates allowing access through the entire area fenced, from both sides, which shall be kept unlocked, in order to provide access to the Association for any repairs or maintenance to be performed by the Association, and to allow for access by emergency workers. All such gates shall be aligned, with the hinge side of each gate located 3' from the rear property line, with an opening 3' wide. No gate may be locked, but they may be latched in a manner that allows them to be easily opened from both sides, at all times. No obstructions shall be placed near the gates in any manner which will impede emergency workers passing through the rear yards.
- v) Any Owner erecting a fence shall thereafter be responsible for the maintenance of such fence, on both sides, except in the case of a portion of a fence which is shared between two Units, in which case each Owner shall be responsible for maintenance of the fence on the side facing his or her Unit. In the event that any portion of a shared fence must be replaced, the Owners of the Units sharing the fence shall each pay one-half of the cost of such replacement. Any fence erected shall be re-stained no less than two years after such fence is erected and then no less than every three years thereafter, for as long as such fence remains in existence.
- vi) Any Owner electing to enclose any portion of the rear yard adjacent to his or her Unit shall thereafter be solely responsible for the maintenance of that portion of the yard enclosed and the Association

shall be relieved of the duty of maintaining such area. In such case the Unit Owner shall maintain the yard in an appropriate manner, regularly mowed and free of weeds and unsightly debris.

vii) In the event of a dispute involving any common fence, the parties agree that if they cannot resolve the dispute through direct discussions, they will submit the matter to mediation. In the event that they cannot agree upon a mediator, they parties shall request a list of names from the president of the Gallatin County Bar Association, which shall consist of one more name than the number of parties involved in the dispute, which shall be presumed as two, since each Unit shall be deemed to be one party, regardless of the number of actual Owners of the unit. Upon receipt of the list of potential mediators, each party shall strike one name from the list and the remaining person shall act as the mediator for the parties. The parties shall each be obligated to pay one-half of the fee charged by the mediator. In the event that the parties cannot resolve the matter through mediation, they shall then be free to pursue other remedies available to them through this Declaration or Montana law.

I. Use by the Owners of the units in the Paul Son Condominium shall at all times be in compliance with all applicable laws, regulations and ordinances. Such compliance shall also include and extend to any repair, remodeling or refurbishing of the units.

j. In the event that any Units are rented, the Owners of all rental Units shall be jointly and severally liable with their tenants for any damage that occurs to any common elements of the Condominium. Furthermore, each Owner of a rental Unit shall be responsible for the behavior of his or her tenant(s). Should any tenant create a disturbance, or fail to adhere to the provisions of this Declaration, the Association shall have a separate cause of action for the removal of such tenant from the Condominium, if such behavior is not corrected following notice.

3. Exclusive Ownership: Owners shall be entitled to exclusive ownership and possession of their Units. 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.

#### V. PLAN OF DEVELOPMENT.

1. The Declarants are each bringing separate properties into the Paul Son

Condominium, which will be sold by the Declarant bringing the Unit into the Condominium, with separate warranties for the construction of the units. Bringing each of the Units into the Paul Son Condominium regime is done for the sake of convenience, in order to allow the owners of the Units within the condominium regime to enjoy some economies of scale. Neither of the Declarants shall be responsible for the construction of the Units brought into the condominium by the other party and neither shall be entitled to share in the proceeds of sale of a Unit owned by the other party.

2. The buildings brought into the condominium regime by each of the Declarants will be of differing sizes and designs. As a result, each of the buildings shall constitute limited common elements, for which the Owners in each building shall be responsible. Nevertheless, in order to properly maintain the buildings, the Association shall have the authority to not only assess each owner for the general operating expenses of the Association, but also to establish reserves for each building for larger maintenance projects, such as re-roofing. Such assessments need not be the same for each Unit.
3. The project may be developed in phases by the Declarants, or any successor in interests of the Declarants. At the time of execution of this Declaration, the Declarants intend to add more units located upon Lot 2 of Block 9 and Lot 1 of Block 10 of Boulder Creek Subdivision, Phase 2, Bozeman, Montana, and possibly 10 other Units on other lots in the vicinity. Declarants may add the additional units contemplated herein without the necessity of receiving prior consent from the Association or unit owners, subject to the following conditions:
  - a. Prior to conveyance or occupancy of any unit to be added as stated above, Declarants shall record an amendment to this Declaration with the Gallatin County Clerk and Recorder, which shall include a legal description of the additional land to be annexed into the condominium, floor plans for the new building, a site plan showing the location of the buildings then comprising the condominium and the changes to the percentages of ownership in the common elements. Owners of newly completed units will not be obligated to pay common expenses until such time as the above-described amendment is recorded.
  - b. Upon completion of the project, Declarants shall record a final amendment to this Declaration, setting forth the percentages of interest of each unit in the common elements. Upon completion of the project, each unit owner will have an interest in the common elements as set forth in the final amendment.
  - c. Each new building shall be similar in materials, style and quality to the other building, but Declarants reserve the right to modify the design and mixture

of floor plans to meet market conditions.

- d. All general common elements within a Phase shall be completed prior to conveyance of any unit within a Phase.
- e. Each unit owner and each holder of a mortgage or trust indenture on a unit, by acceptance of the deed or security instrument, hereby consents to all such amendments and grants unto the Declarants, as well as their successors and assigns, a limited irrevocable power of attorney, coupled with an interest, to amend this Declaration in accordance with this plan of development. Recordation of amendments modifying the percentages of interest in common elements attached to each unit shall be deemed a conveyance, transferring title in the common elements in accordance with the amendment.
- f. All liens arising in connection with the Declarants' ownership of, and construction of improvements upon the property to be included in any subsequent phase, including liens for taxes, shall be satisfied at the time of addition to the condominium property and no such lien shall be allowed to adversely affect the rights of any existing unit owners or holders of first mortgages within the condominium.
- g. When additional units are developed, they shall be added to the condominium regime, but shall not be fully included for assessment purposes until they are sold by the Declarant owning such Units, unless that Declarant retains ownership of one or more units, in which case the date of the first occupancy of the units owned by that Declarant shall be deemed the equivalent of a sale by that Declarant for purposes of inclusion in the condominium regime. From the time that they are added to the condominium until the time of the first conveyance or occupancy, the additional units shall be assessed for their share of insurance only.

## VI. THE ASSOCIATION

- 1. Membership: An Owner of a Unit in the Paul Son Condominium shall automatically, upon becoming the Owner of the Unit, be a member of the Paul Son Condominium Unit Owners' Association, hereinafter referred to as the Association, and shall remain a member of the Association until such time as his or her ownership ceases for any reason. Cessation of membership within the Association shall not terminate any obligation to the Association that arises prior to membership termination. Regardless of whether an individual residing in one of the Units within Paul Son Condominium is an Owner of the Unit, he or she shall be obligated to conform to the requirements of this Declaration in the same manner as an Owner.

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

- a. Be responsible for the upkeep, maintenance, repair, refurbishing and remodeling of the common elements of the condominium including the lands, grounds, landscaping, shrubbery, trees, the irrigation system for the condominium, exteriors of the units including the walls, roofs, and any fences bounding the condominium.
- b. To maintain and care for the driveways giving access to the various units. Such maintenance shall be deemed limited common maintenance and shall be assessed against the Owners of the particular units and the buildings to which the driveways give access.
- c. Adopt Bylaws for the governance of the Association.
- d. Make provisions for the general management of the Condominium.
- e. Levy and collect assessments as provided for in the Declaration, Bylaws, and the Unit Ownership Act. Assessments for the condominium shall include an amount necessary to allow the Association to pay any SIDs attached to the property, including street maintenance, lighting, trees, or any other properly implemented SIDs.
- f. Adopt and implement policies for the affairs of the Condominium.
- g. Enter into contracts to hire personnel for the management of the affairs of the Association and the maintenance and repair of the common area.
- h. To represent the Owners of the Paul Son Condominium in all affairs affecting the Condominium, including condemnation proceedings or in any situation in which a partial or total destruction of condominium property is experienced. In all such cases, each unit owner shall be deemed to have appointed the Association as his or her attorney-in-fact to carry out such representation.
- I. Additionally, the Association shall have the power to do such other things and take such other action as are deemed necessary, reasonable and proper to carry out its functions and as are allowed by law.

3. Vote: On all matters to be decided by the Association, unless excluded by this Declaration, each Unit Owner shall have one vote; except that when a Unit is owned by more than one person, the vote associated with that Unit may not be split between the various owners. It shall be the responsibility of the owners of each unit to appoint one person who shall be

entitled to cast the vote for that Unit. A majority vote shall be necessary to act on matters brought before the Association, unless a different percentage is designated for the particular action to be taken. If the matters in question involve only one building, the owners of that building, if in agreement concerning the action to be taken, may proceed without the approval of the owners of the other building, provided that the parties desiring to take the action shall be entirely responsible for the cost of the same.

4. **Failure to Comply:** Each Owner shall comply strictly with the provisions of this Declaration and the Bylaws of the Association, as the same may be lawfully amended from time to time as well as the rules, regulations, decisions and resolutions of the Association adopted pursuant to the Declaration and Bylaws. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all costs, including attorneys fees incurred in connection therewith, which action may be maintained by the Association, or an aggrieved Owner, where there has been a failure of another Owner to correct a breach within a reasonable time and the Association has taken no action with respect to such breach.
  
5. **Payment of Assessments - When Due:** All assessments shall be due thirty (30) days from the date of mailing of such assessments to the Owners by the Association, following the meeting at which the assessments are levied by the Association. Assessments may be payable in installments monthly, quarterly, annually or at any other time at the option of the Board. The amount of the common expenses assessed against each Condominium Unit shall be the personal and individual debt of the Owner or Owners thereof. No Owner may exempt himself or herself from liability for this contribution toward the common expenses by waiver of the use or enjoyment of any of the general common elements or limited common elements or by abandonment of his or her Unit. All assessments which are not paid within thirty (30) days from the date they are due and payable become delinquent and are subject to interest and penalty charges. In the event of delinquency in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the highest rate allowed by Montana law on the amount of the assessment from the due date thereof, which shall be payable to the Association. At the time of the creation of this Declaration, the highest rate allowed by law is fifteen percent (15%) per annum, which shall apply until amended by the Association. Suit to recover a money judgment for unpaid common expenses and limited expenses may be maintainable without foreclosing or waiving the lien securing the same. At the time of creation of this Condominium, entities such as FHA and Fannie Mae have promulgated rules which require condominium associations to aggressively pursue delinquent assessments. Therefore, in the event that any assessment is not paid within thirty days of the due date for such assessment, the Association will, under normal circumstances, initiate a court action for the collection of such assessment. In such case, the prevailing party shall be entitled to recover all reasonable court costs and attorney fees. In addition, the following shall apply:
  - a. Common expenses and common profits, if any, and limited common expenses of the Condominium shall be distributed among, and charged to the Unit Owners according to the percentage of interest of each in the common elements.



- b. Except as otherwise limited in this Declaration, each Unit Owner shall have the right to use the common elements for all purposes incident to the use of and occupancy of the respective family unit as a residence, and such other uses permitted by this Declaration, which rights shall be appurtenant to and run with the unit.
6. Unpaid Assessments - Mortgagee: Where a mortgagee or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage or trust indenture, such party acquiring title, as well as his or her successors and assigns, shall not be liable for the share of common expenses or assessments by the Association chargeable to such Unit, which became due prior to the acquisition of title of such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including such acquirer, his or her successors and assigns. Nothing contained herein shall, however, relieve the owner of the Unit when the assessment is made from his or her liability for the assessment and the non-defaulting owners shall be entitled to recover from the defaulting owner all common expenses or assessments which the non-defaulting owners may have to pay as a result of a foreclosure on the unit owned by the defaulting owner.
7. Levying Assessments - When Made - Purposes: The Owners' Association shall levy assessments upon the Unit Owners (except as provided in paragraph 6 above) in the following manner and for the following reasons:
  - a. The Board of Directors shall prepare an annual budget for income and expenses for the condominium, together with the projected assessments for the upcoming year, which shall then be presented to the members of the Association at the annual meeting and discussed. Following such discussion the Board shall then either approve the budget and assessments as presented, or revise the budget and assessments to take into consideration the discussion at the annual meeting. In the event that the members of the Board cannot agree upon a budget, the annual budget shall be increased by 10% over the previous budget, until such time as a new budget can be agreed upon. In the event that the budget is increased automatically, rather than through agreement of the Board, the Association shall continue to make all payments required to maintain the services acquired in the previous year, to the extent that funding is available, until such time as the Board can agree upon a new budget and spending priorities.
  - b. Assessments shall be made for the repair, replacement, insurance, general maintenance, creation of reserves, management and administration of common elements, fees, costs and expenses of the manager, taxes for common areas if any, and as more particularly provided in the Unit Ownership Act (Section 70-23-101, et. seq., MCA). Assessments shall be

based upon and computed by using the percentage of interest that each Unit Owner has in relation to the common elements.

- c. Assessments may also be made for the payment of limited common element expenses such that the Unit Owners are chargeable only for the expenses relating to their respective units or building. Unit Owners shall share in the payment of limited expenses for the repair, maintenance and replacement of limited common elements of their respective Units in accordance with the percentage of interest they have in the limited common elements for which the assessment is being made. If only one Unit is associated with the limited common element involved, then the entire cost of such repair, maintenance or replacement shall be borne by that Unit.
- d. Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Montana Unit Ownership Act.
- e. In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments for his or her share of the common expenses attached to the Unit up to the time of the grant or conveyance, without prejudice to the Grantee's rights to recover from the Grantor the amounts paid by the Grantee therefore. Any such Grantee shall be entitled to a statement from the Association, setting forth the amount of such unpaid assessments against the Grantor due the Association. Such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.
- f. As each Unit is sold, the initial purchaser of such Unit shall be assessed an amount determined by the Declarants, which shall be used by the Association as part of its initial budget. Prior to the initial sales of units within the condominium, the initial Board shall establish a budget and assessments to be charged to Owners as they acquire units, including a reserve account for capital expenditures, with the initial payment from each purchaser to equal twice the amount of the initial monthly assessment for operating expenses. At the time that the Association holds its first meeting, a reserve account shall be set up to which at least 10% of budgeted income for the Association shall then be deposited. Subsequently, at least 10% of the total amount assessed to the Owners each year shall be placed in such reserve account.

#### VII. DECLARANTS' RIGHT TO CHANGE

The Declarants reserve the right to change the interior design and arrangement of all Units, so long as the Declarants own the Units so altered. No such change shall increase the

number of Units, or alter the boundary of the general common elements, without an amendment of this Declaration.

#### VIII. AMENDMENT

1. Amendment of this Declaration, other than an Amendment by the Declarants to expand the condominium, shall be made by the Unit Owners in the following manner:

- a. At any regular or special meeting of the Owners' Association such amendment may be proposed as a resolution by any Unit Owner. Upon adoption of the resolution by a majority vote of those present, the amendment shall be made subject for consideration at the next succeeding meeting of the Association with notice thereof, together with a copy of the amendment to be furnished to each Owner and each holder of a first lien on any unit or ownership interest in any unit, if required, no later than thirty (30) days in advance of such meeting. At such meeting, the amendment shall be approved upon receiving the favorable vote of seventy-five percent (75%) of Aggregate Votes of the Unit Owners, unless another percentage is required by the Montana Unit Ownership Act, in which case the latter percentage shall apply, and any required mortgagee approval is obtained. If so approved, it shall be the responsibility of the Association to file the amendment with the office of the County Clerk and Recorder of Gallatin County, Montana.
- b. If an amendment is proposed by the Board and notice of the proposed Amendment is given to all of the Owners at least thirty days in advance of the meeting at which the amendment is to be discussed and voted upon, such amendment may be adopted without the need to hold a second meeting. In addition, an amendment may be adopted at any time without a meeting if it is approved in writing by the signatures of one hundred percent (100%) of the Owners and approved by the holders of first liens upon the Units, if required, as set forth below.

2. Mortgagee approvals of Declaration changes shall be as follows:

Eligible Mortgagee Approvals: A change to any of the provisions of the Declaration pertaining to the following items requires the affirmative vote of eligible mortgagees who represent at least fifty-one percent (51%) of the Units that are subject to mortgages held by eligible mortgagees:

- (a) voting rights;
- (b) increases in assessments that increase the previous assessment amount by more than twenty-five percent (25%), assessments liens, or the priority of assessment liens;

- (c) reductions in reserves for maintenance, repair, and replacement of common elements;
- (d) responsibility for maintenance repair;
- (e) reallocation of interests in the general or limited common elements, or rights to their use;
- (f) changes in the descriptions of any unit boundaries;
- (g) convertibility of units to common elements, or vice-versa;
- (h) expansion or contraction of the condominium, annexation or withdrawal of property from the condominium, except an expansion in accordance with the provisions of Article V, above;
- (I) restoration or repair of the condominium (after damage or partial condemnation) in a manner other than that specified in the Declaration;
- (j) any provisions that expressly benefit mortgagees, insurers or guarantors; or
- (k) any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs, or for any other reason.

Deemed Approvals. If any eligible mortgagee fails to attend any meeting, in person or by proxy, which is called for the purpose of amending the Declaration, notice of which is properly sent to the eligible mortgagee by certified mail, return receipt requested, or if any eligible mortgage holder fails to submit a response to any written proposal for an amendment to the Declaration within sixty (60) days after proper notice of the proposal is deemed delivered to the mortgagee by certified mail, return receipt requested, then the eligible mortgagee is deemed to have approved the proposed amendment. Delivery is deemed to be made three days after the document is placed in the United States mail.

#### IX. CHANGES, REPAIRS AND LIENS

1. Alterations by Unit Owners: The interior plan of the Unit may be changed by its Owner, with the exception of the bearing walls, which may not be moved or altered, without the prior approval of the Association. Included in the definition of a change which does not require

approval from the Association or other owners within a building shall be the installation of air conditioning within a Unit; provided, however, that condensers for such air conditioning units shall not be placed in the front yard(s) of the building(s). In the event that an Owner proposes any change to a bearing wall, the Owner must first obtain a certification by a registered architect or engineer that the proposed action will not affect the structural integrity of the building. No Units may be subdivided, nor may any change in the boundaries of the Units encroach upon the boundaries of the common elements, except by amendment to this Declaration. 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 paragraph VIII above, such an amendment must further set forth and contain plans to the Units, showing the Units after the change in boundaries, and shall be attached to the amendment as exhibits. Such an amendment shall be signed and acknowledged by the Owners of the Units concerned, together with words of conveyance in the amendment conveying interests acquired in the Units or common elements by such change. The amendment shall also be signed and acknowledged by all lienholders and mortgagees of the Units concerned. It shall be the responsibility of the Owner(s) causing the change to record the Amendment.

2. **Maintenance by Unit Owner:** An Owner shall maintain and keep in repair the interior of his or her own Unit and the fixtures thereof; all fixtures, utility lines and equipment installed in the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement. An Owner shall also keep all areas and limited common elements appurtenant to his or her Unit in a clean and sanitary condition. The right of each Owner to repair, alter, and remodel is coupled with the obligation to replace any finishing or other materials removed with similar types or kinds of materials. No acts of alteration, repairing or remodeling by any Unit Owner shall impair in any way the structural integrity of the adjoining Units or the structural integrity of limited common elements or general common elements.
3. **Exterior Alterations:** No Owner may change, alter or remodel the exterior of his or her Unit, or the building within which his or her Unit is situated, without the prior written approval of the Association, except as specifically set forth herein.
4. **Exterior Maintenance by Association:** Except as specifically set forth herein, the Association shall take all necessary steps, including, but not limited to, painting and staining, lawn care, roof maintenance and repair, repair and maintenance of exterior walls, entrances, concrete repairs, ice and snow removal and replacement or repair of all broken or worn parts, to ensure that the condominium shall not unnecessarily deteriorate. The Association shall also provide maintenance, upkeep and repair of the driveways. The Board of Directors of the Association, or its agent, shall annually inspect the buildings and proceed with any necessary maintenance or repairs. Failure by the Board of Directors of the Association to make annual inspections and/or proceed with any necessary maintenance shall give any mortgagee or

beneficiary of any trust indenture the right to order such work done and bill the Association therefore, after notice to the Association of such intent by the lienholder and giving the Association a reasonable time to perform such work. Any lienholder, or representative of the same, upon written request, shall have the right to join the annual inspection made by the Board of Directors and suggest needed repairs and maintenance necessary to preserve the value of the condominium project.

5. **Liens for Alterations:** Labor performed and materials furnished and incorporated into a Unit with the consent of or at the request of the Unit Owner, the Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against the Unit or the Unit Owner consenting to or requesting the same. Each Unit Owner shall indemnify and hold harmless the other Owners from and against all liability arising from the claim of any lien against the Unit or against the general common elements, or limited common elements, for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.
6. **Liens and Foreclosure:** All sums assessed, but unpaid, for the share of general common expenses and limited common expenses chargeable to a Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for taxes and special assessment liens on the Unit in favor of any assessing authority, and all sums unpaid on the first mortgage or a first trust indenture of record, including all unpaid obligatory sums as may be provided by such encumbrance. To evidence such lien, the Association shall prepare a written notice of lien assessment, setting forth the amount of such unpaid indebtedness, the amount of accrued interest, the name of the Owner(s) of the Unit and a description of the Unit. Such notice shall be signed and verified by an officer of the Board or the manager filing the lien, and shall be recorded in the office of the County Clerk and Recorder of Gallatin County, Montana. Copies of such notice shall be mailed to the Owner against whose interest the lien has been filed, as well as the holder of any first lien of record, and shall attach from the date of recording such notice. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit by the Association, in the manner provided in the Unit Ownership Act and as provided for the foreclosure of a mortgage on real property, upon the recording of a notice of claim thereof. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same. In any such proceeding the Owner may be required to pay the costs, expenses and attorney's fees incurred in filing a lien, and in the event of foreclosure proceedings or suit for money damages, additional costs, expenses and attorney's fees incurred.
7. **Bidding at Foreclosure:** The Association, acting through its Board, shall have the power to bid on and purchase the Condominium Unit at a foreclosure or other legal sale, including the appurtenant interest in the common elements. Any lienholder holding a lien on a Unit may

pay, but shall not be required to pay, any unpaid general common expenses, or limited common expenses payable with respect to any such Unit, and upon such payment, the Association shall assign to such person or entity its lien upon the Unit, which shall retain the same priority as the lien of the Association.

## X. INSURANCE

1. All insurance policies upon the condominium buildings, common elements and real property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Montana.
  - a. Named Insured - Personal Property: The named insured shall be the Association, as agent for the Unit Owners. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses for alternate accommodations if they are dispossessed.
  - b. Copies to Mortgagees: One (1) copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee of a Unit Owner upon request.
2. Coverage: The Board of Directors shall be empowered to seek appropriate coverage on behalf of the Association and shall not be limited or bound by any language contained in this Declaration in the event that the appropriate insurance product provides for coverage different than that set forth herein. In general, the coverage shall provide for the following:
  - a. Casualty: All buildings and improvements upon the land, and all personal property included as part of the common elements shall be insured to any amount equal to the full insurable replacement value, subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against:
    - I. Loss or damage to the common elements by fire and other hazards covered by a standard coverage endorsement for residential condominiums, and such other coverage deemed appropriate by the Board or Association as a whole. In no event shall insurance coverage be in an amount less than the replacement value of the condominium.
    - ii. Such other risks as may, from time to time, occur shall customarily be covered with respect to buildings similar in construction, location

and use as the building which is the subject of this Declaration, and

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

- b. The policies shall state whether the following items are included within the coverage in order that the Unit Owners may insure themselves if the items are not insured by the Association:
    - I. Airhandling equipment for space cooling and heating, service equipment such as dishwashers, disposals, laundry, fireplaces, refrigerator, stove, oven, whether or not such items are built-in equipment, interior fixtures such as electrical and plumbing fixtures, floor coverings, inside paint and other inside wall finishings.
  - c. 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.
  - d. 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.
3. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements by a Unit Owner shall be assessed against the Owner. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each lienholder listed in the roster of lienholders.
4. Insurance Trustee: All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interest may appear. Such policies shall provide that all proceeds covering property losses shall be paid to such bank in Montana with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the insurance trustee. The insurance trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners and their mortgagees as follows:



- 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 or her Unit.
  - b. **Mortgagees:** In the event that a mortgagee endorsement has been issued for a Unit, the share of the Unit Owner shall be held in Trust for the mortgagee and the Unit Owner as their interests may appear; provided however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have the right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to a Unit Owner and mortgagee pursuant to the provisions of this Declaration. The Association shall notify the holder of any first lien on any of the Units of the occurrence of any loss in excess of \$10,000.00, within 30 days of such loss.
5. **Distribution of Proceeds:** Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial Owners and mortgagees in the following manner only:
- a. **Miscellaneous:** Expenses of administration, 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.
  - c. If there is no reconstruction or repair the first proceeds for distribution after paying the insurance trustee shall be made to the first lienholders for such Units before distribution to the Unit Owner.
  - d. **Certificate:** In making distribution to Unit Owners and their lienholders, the insurance trustee may rely upon a certificate of the Association made by its representative or manager as to the names of the Unit Owners and their respective shares of the distribution.
6. **Association as Agent:** The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a 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.
7. **Benefit of Mortgagees:** Certain provisions in this paragraph entitled "Insurance" are for the benefit of mortgagees or trust indenture beneficiaries of condominium parcels, and all such

provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee or beneficiary.

8. Reconstruction:

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

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

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

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

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

- b. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by not less than seventy-five percent (75%) of the Unit Owners, including the approval of Owners of all Units which are to be altered, unless another percentage is required by the Montana Unit Ownership Act, in which case the latter percentage shall apply. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to the Declaration, which amendment shall be prepared and filed of record in accordance with the provisions of such amended filing, more particularly set forth above.

- c. Responsibility: The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair in the condominium property.
  - d. Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair for which the Association is responsible or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the Owner's percentage of interest in the general common elements
  - e. Construction Funds: The funds for payment of costs of reconstruction or repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in the sound discretion of the trustee and according to the contract of reconstruction or repair, which contract must have the approval of the Board of the Unit Owners involved.
  - f. 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.
9. Payment of insurance deductible: In the event that the condominium sustains any damage for which insurance proceeds are available for reconstruction and it can be shown that the loss is the result of a negligent or intentional act or omission of a particular Owner or Owners, then the Owner or Owners at fault shall be responsible for the payment of the insurance deductible and the Association shall have the right to collect such insurance deductible in the same manner as an unpaid assessment.

#### XI. REMOVAL OR PARTITION - SUBDIVISION

- 1. The Paul Son 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 plan of removal, partition or sale, including the details of how any partition or sale and the distribution of property or funds shall be accomplished.
  - b. The plan of removal, partition, subdivision, abandonment, termination or sale must be unanimously approved. Upon obtaining such approval, the Board

shall be empowered to implement and carry out the plan of removal, partition, subdivision, abandonment, termination or sale.

- c. No Unit may be divided or subdivided into smaller Units, nor any portion thereof sold or otherwise transferred, except as provided above.
- d. This section shall not apply to the sale of individual condominium units and shall not be considered as a right of first refusal.
- e. The common elements of the Paul Son Condominium shall not be abandoned, partitioned, subdivided, encumbered, sold or transferred without compliance with all of the above requirements.
- f. If all of the units are owned by the same party at any time, that party may remove the condominium from the effects of the Unit Ownership Act without the need to comply with sections XI.a.-e. above.

#### XI. INTERPRETATION

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

#### XII. REMEDIES

The remedies provided for in this Declaration and 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.

#### XIII. SEVERABILITY

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

#### XIV. MISCELLANEOUS

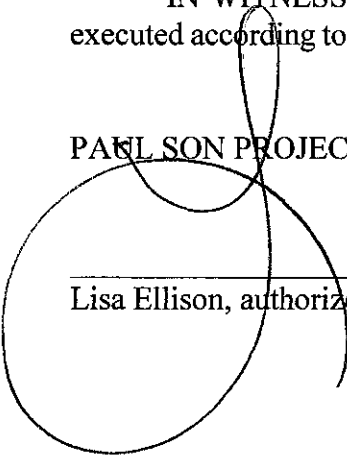
- 1. Utility and Structural Easement: Easements are reserved through the condominium property as may be required for utility services, including water, sewer, power, telephone, natural gas and cable television, in order to serve the condominium adequately; provided however, such easements through the property or through a Unit shall only be according to the plans and specifications for the Unit or building, as set forth in the recorded plat, or as the building is constructed, unless approved in writing by the Unit Owner. Every portion of a unit which

contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common elements.

2. **Benefit:** Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of the Declarants, the Association and each Unit Owner, and the heirs, personal representatives, successors and assigns of each, as well as holders of any liens or encumbrances.
3. **Service of Process:** The name and address of the person to receive service of process for the Paul Son Condominium until another designation is filed of record, shall be Lisa Ellison, whose address is 4535 Valley Commons, Unit 202, Bozeman, Montana, 59718.
4. A first lienholder, upon request, will be entitled to written notification from the Association of any default in the performance by an individual Unit Owner of any obligation under the condominium documents which is not cured within sixty (60) days.
5. First lienholders shall have the right to examine the books and records of the Association and any Manager for the condominium upon reasonable notice during regular business hours.
6. The Declarants expressly make no warranties or representations concerning the property, the units, the Declaration, the Bylaws or deeds of conveyance, except as specifically set forth therein and no one may rely upon such warranty or representation not so specifically expressed therein.

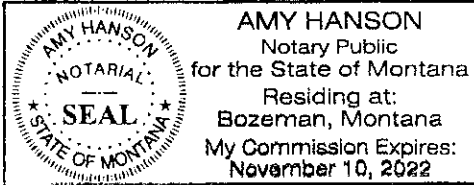
IN WITNESS WHEREOF, the Declarants have caused this Declaration to be made and executed according to the provisions of the Unit Ownership Act, Section 70-23-101, et. seq., MCA.

PAULSON PROJECTS, LLC

  
\_\_\_\_\_  
Lisa Ellison, authorized representative

STATE OF MONTANA )  
 : ss.  
County of Gallatin )

This instrument was executed before me this 29<sup>th</sup> day of April 2019, by Lisa Ellison, authorized representative of Paul Son Projects, LLC.



*Amy Hanson*

Notary Public for the State of Montana  
Printed name: Amy Hanson  
Residing at Bozeman, Montana  
My Commission Expires: November 10, 2022

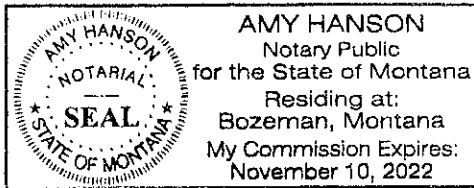
ROSA-JOHNSON DEVELOPMENT, LLC

*[Signature]*  
\_\_\_\_\_  
John Rosa, authorized representative

*[Signature]*  
\_\_\_\_\_  
Scott V. Johnson, authorized representative

STATE OF MONTANA )  
 :ss  
COUNTY OF GALLATIN )

This instrument was acknowledged before me on this 29<sup>th</sup> day of April 2019, by John Rosa, authorized representative of Rosa-Johnson Development, LLC.

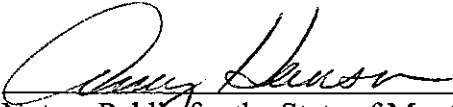


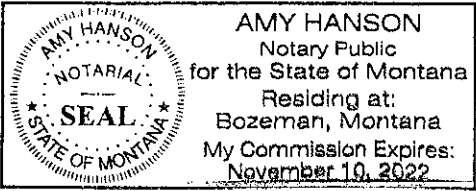
*Amy Hanson*

Notary Public for the State of Montana  
Printed name: Amy Hanson  
Residing at Bozeman, Montana  
My Commission expires: 11/10, 20 22

STATE OF MONTANA     )  
  :SS  
COUNTY OF GALLATIN    )

This instrument was acknowledged before me on this 29<sup>th</sup> day of April 2019, by Scott V. Johnson, authorized representative of Rosa-Johnson Development, LLC.

  
\_\_\_\_\_  
Notary Public for the State of Montana  
Printed name: Amy Hanson  
Residing at Bozeman, Montana  
My Commission expires: 11/10, 2022



# BOZEMAN<sup>MT</sup>

Community Development

## CONDOMINIUM REVIEW DECISION

### APPLICATION

Date: May 13, 2019

File Number: 19177

Original Project File Number, If applicable:

Condominium Name: Paul Son Condominiums

Legal Description: Three two unit condominiums addressed at 1055, 1060, and 1097 Cassandra Lane more fully described as Lots 1 and 3 of Block 9 and Lot3 of Block 10, Boulder Creek Subdivision, Phase 2, situated in the South One-Half (S 1/2) of Section 4, Township Two South (T2S), Range Five East (R5E), P.M.M., City of Bozeman, Gallatin County, Montana.

### STATUTE

Senate Bill 527 amending §76-3-203, M.C.A. was signed into law on April 17, 2007. This bill revised the exemption for the creation of new condominiums from the Subdivision and Platting Act. The amendment had an immediate effective date. The text of the amended section is now as follows:

**Section 1.** Section 76-3-203, M.C.A., is amended to read:

**"76-3-203. Exemption for certain condominiums.** Condominiums constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

- (1) the approval of the original subdivision of land expressly contemplated the construction of the condominiums and any applicable park dedication requirements in 76-3-621 are complied with; or
- (2) the condominium proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect."

### FINDINGS

Pursuant to the above statute, the Department of Community Development has determined that the condominium development noted above:

Does not require subdivision review and has satisfied the exemption criteria.

Has completed review as a subdivision.

### DIRECTOR SIGNATURE



Martin Matsen, AICP, Director, City of Bozeman Department of Community Development

### CONTACT US

Alfred M. Stiff Professional Building  
20 East Olive Street 59715 (FED EX and UPS Only)  
PO Box 1230  
Bozeman, MT 59771

phone 406-582-2260  
fax 406-582-2263  
planning@bozeman.net  
www.bozeman.net



RECEIVED

APR 29 2019

DEPARTMENT OF REVENUE  
FIELD OFFICE  
BOZEMAN, MONTANA

DEPARTMENT OF REVENUE CERTIFICATE

Pursuant to MCA 70-23-304, the undersigned being the duly authorized agent of the Department of Revenue of the State of Montana with the County of Gallatin, herewith executes the following certificate relating to the Paul Son Condominium Declaration, Gallatin County, Montana, situated on the property described as follows:

Lot 3 in Block 9 of Correction Plat of Boulder Creek Subdivision, Phase 2, located in the S½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622A]

and

Lot 3 in Block 10 and Lot 1 in Block 9 of the Plat of Boulder Creek Subdivision, Phase 2, located in the S½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622]

1. That the name Paul Son Condominium is not the same as, similar to or pronounced the same as any word in the name of any other property or subdivision within Gallatin County except for the word "Condominium", and

2. All taxes and assessments due and payable for the land on which the Paul Son Condominium is situated and the improvements thereon have been paid to date.

Dated this 29<sup>th</sup> day of April 2019.

Janice Brown PYS III  
County Assessor

ENGINEER'S CERTIFICATE

The undersigned, being a duly registered professional engineer in the State of Montana, herewith certifies the following:

That pursuant to the provisions of MCA 70-23-306(2), the floor plans for Units 1055 A,1055B, 1060A, 1060B,1097A, and 1097B, located on:

Lot 3 in Block 9 of Correction Plat of Boulder Creek Subdivision, Phase 2, located in the S½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622A]

and

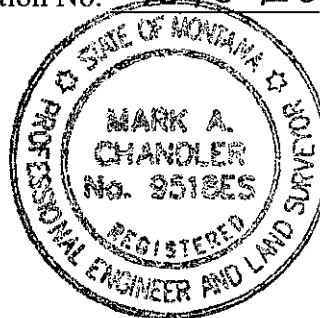
Lot 3 in Block 10 and Lot 1 in Block 9 of the Plat of Boulder Creek Subdivision, Phase 2, located in the S½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622]

as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout of the units and floors of the buildings shown for each lot, as built.

Dated APRIL 30, 2019

Mark A. Chandler

Registration No. 9518 ES

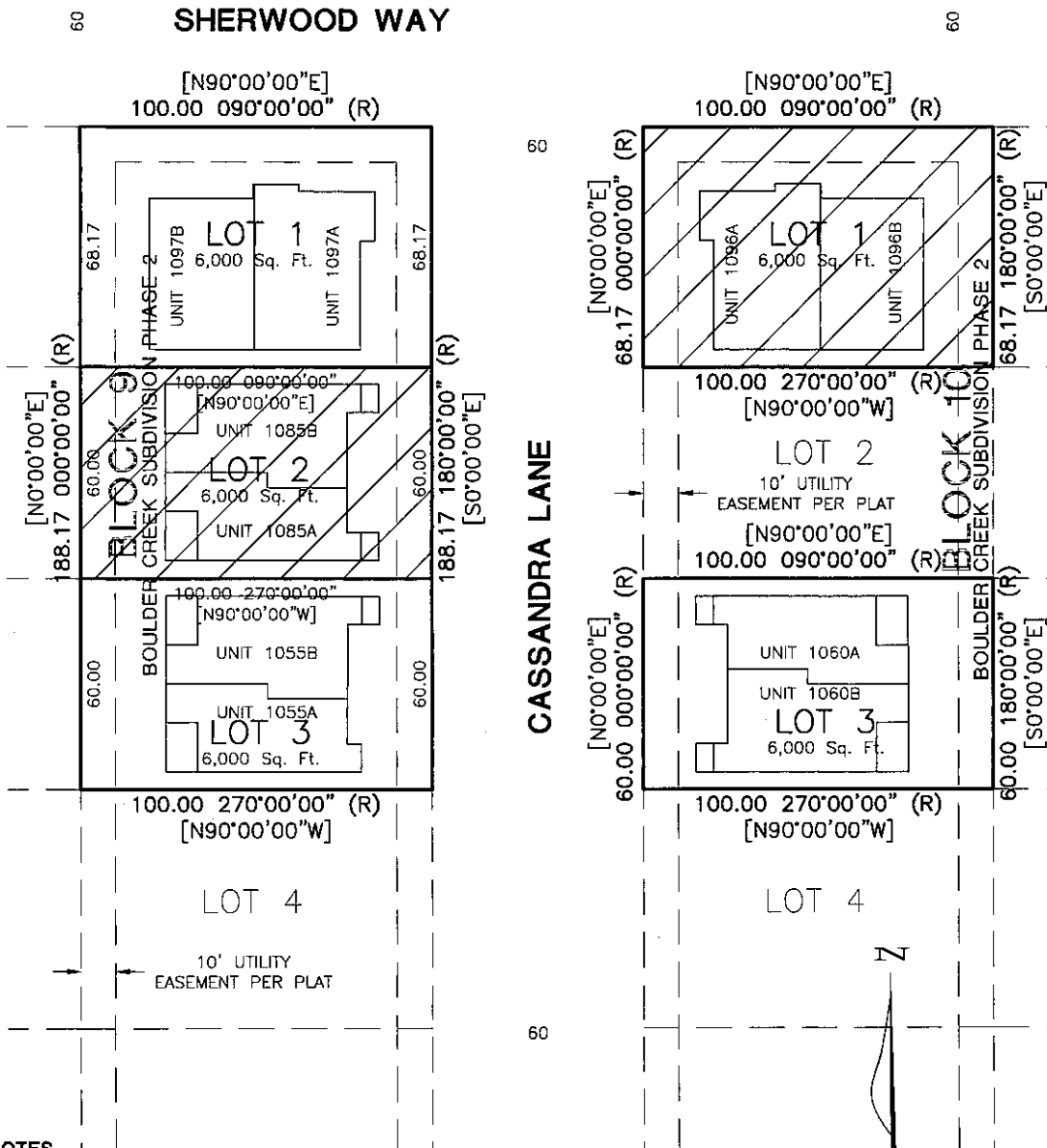


**EXHIBIT A**  
**OVERALL SITE PLAN**  
**PAUL SON CONDOMINIUM**

MEASURED BY: KL 2019.04.18

**LEGAL DESCRIPTION**

LOTS 1-3, BLOCK 9, & LOT 1 AND LOT 3, BLOCK 10, BOULDER CREEK  
 SUBD. PH. 2 [CORRECTION PLAT J-622A]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA



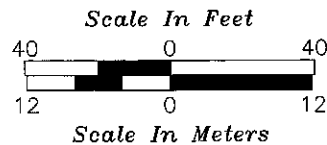
**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
2. UNIT AREAS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE EXTERIOR SURFACE OF THE STUD WALLS ON EXTERIOR WALLS, AND TO THE CENTERLINE OF COMMON WALLS. INTERIOR STAIRWAYS ARE INCLUDED IN THE FLOOR AREA OF THE LOWER LEVEL ONLY. THIS IS DONE TO MATCH THE ASSESSOR'S OFFICE FLOOR AREAS AS THEY CALCULATE THEM. THE ACTUAL UNIT BOUNDARIES ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM.

**LEGEND**



(R) RECORD DISTANCE OR AZIMUTH  
 [Hatched Box] POTENTIAL ADDITIONAL CONDOMINIUM UNITS  
 (UNIT 1085 AND UNIT 1096)



**Engineering and Surveying Inc.**  
 1091 Stoneridge Drive • Bozeman, MT 59718  
 Phone (406) 587-1115 • Fax (406) 587-9768  
 www.chengineers.com • info@chengineers.com

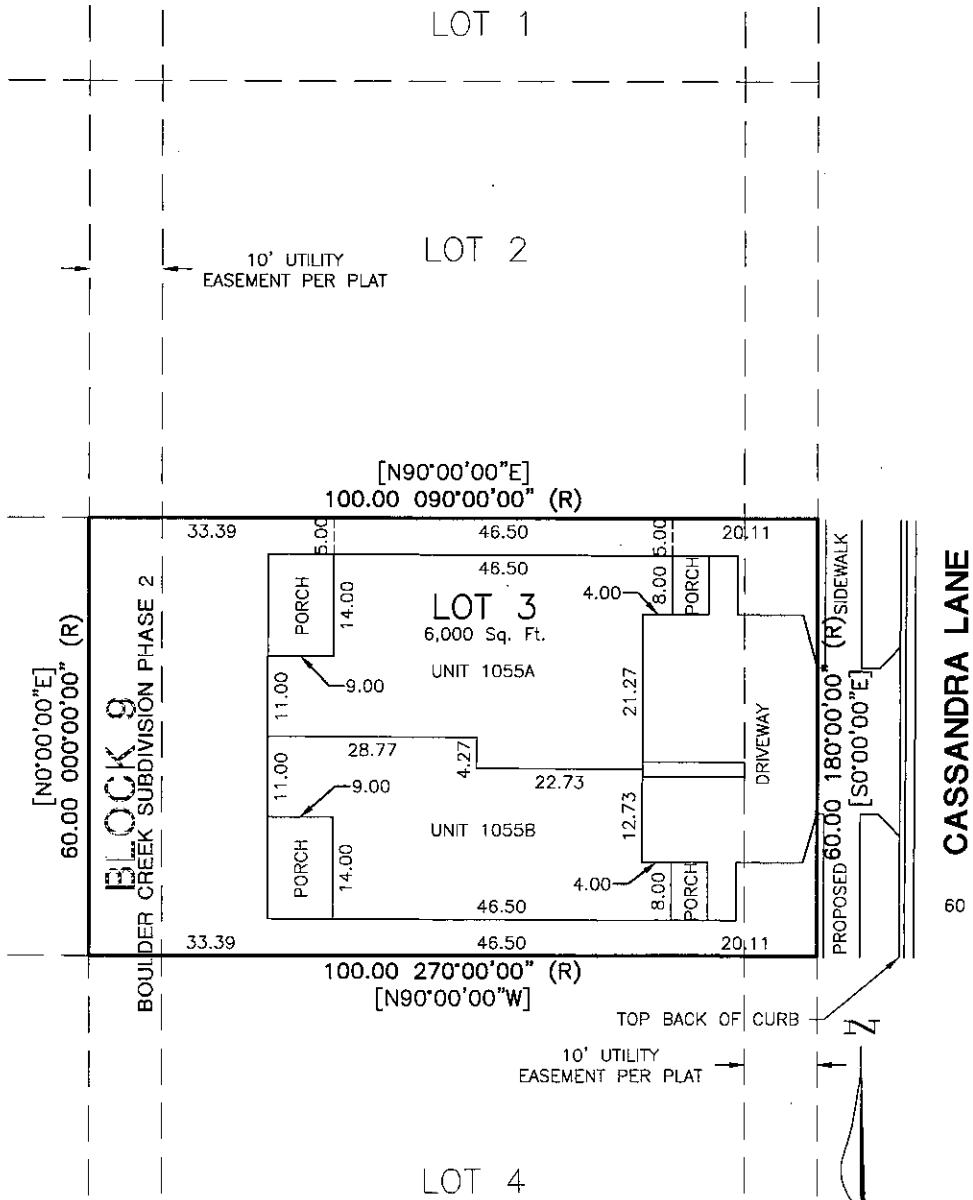
**EXHIBIT A**

MEASURED BY: KL 2019.04.18

**SITE PLAN  
PAUL SON CONDOMINIUM  
1055 CASSANDRA LANE**

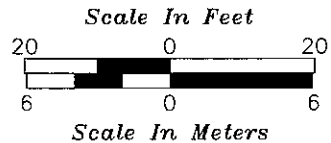
**LEGAL DESCRIPTION**

LOT 3, BLOCK 9, AM. BOULDER CREEK SUBD. PH. 2 [CORRECTION PLAT J-622A]  
LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
BOZEMAN, MONTANA



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
2. UNIT AREAS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE EXTERIOR SURFACE OF THE STUD WALLS ON EXTERIOR WALLS, AND TO THE CENTERLINE OF COMMON WALLS. INTERIOR STAIRWAYS ARE INCLUDED IN THE FLOOR AREA OF THE LOWER LEVEL ONLY. THIS IS DONE TO MATCH THE ASSESSOR'S OFFICE FLOOR AREAS AS THEY CALCULATE THEM. THE ACTUAL UNIT BOUNDARIES ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM.



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www.changineers.com • info@changineers.com

	UNIT AREA, 1055 CASSANDRA LANE		
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1055A	1,096 SF	1,000 SF	2,096 SF
UNIT 1055B	1,291 SF	1,000 SF	2,291 SF
<b>TOTAL</b>	<b>2,387 SF</b>	<b>2,000 SF</b>	<b>4,387 SF</b>

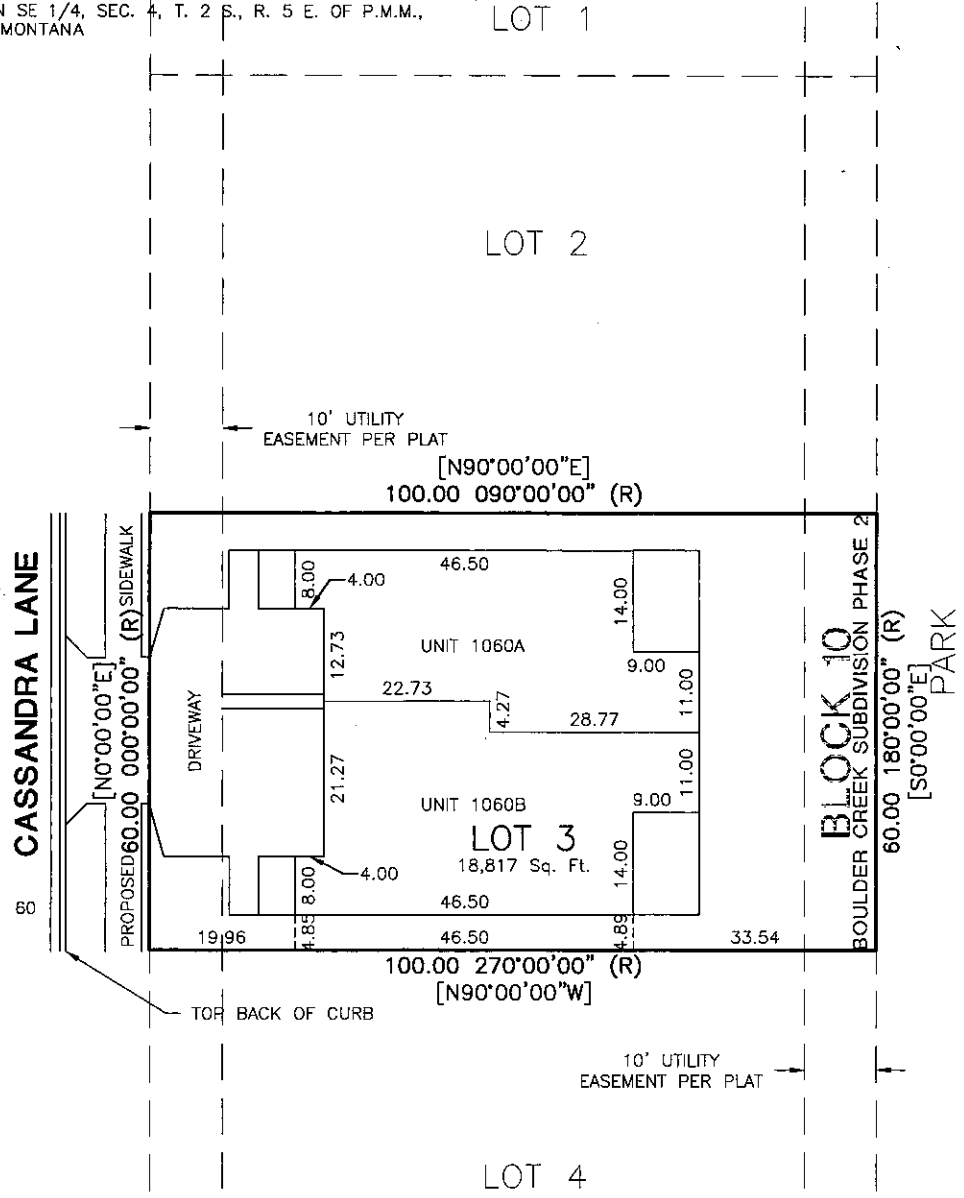
**EXHIBIT A**

MEASURED BY: KL 2019.04.18

**SITE PLAN  
PAUL SON CONDOMINIUM  
1060 CASSANDRA LANE**

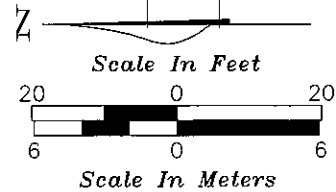
**LEGAL DESCRIPTION**

LOT 3, BLOCK 10, BOULDER CREEK SUBD. PH. 2 [PLAT J-622]  
LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
BOZEMAN, MONTANA



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
2. UNIT AREAS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE EXTERIOR SURFACE OF THE STUD WALLS ON EXTERIOR WALLS, AND TO THE CENTERLINE OF COMMON WALLS. INTERIOR STAIRWAYS ARE INCLUDED IN THE FLOOR AREA OF THE LOWER LEVEL ONLY. THIS IS DONE TO MATCH THE ASSESSOR'S OFFICE FLOOR AREAS AS THEY CALCULATE THEM. THE ACTUAL UNIT BOUNDARIES ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM.



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	UNIT AREA, 1060 CASSANDRA LANE		
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1060A	1,096 SF	1,062 SF	2,158 SF
UNIT 1060B	1,291 SF	1,062 SF	2,353 SF
<b>TOTAL</b>	<b>2,387 SF</b>	<b>2,124 SF</b>	<b>4,511 SF</b>

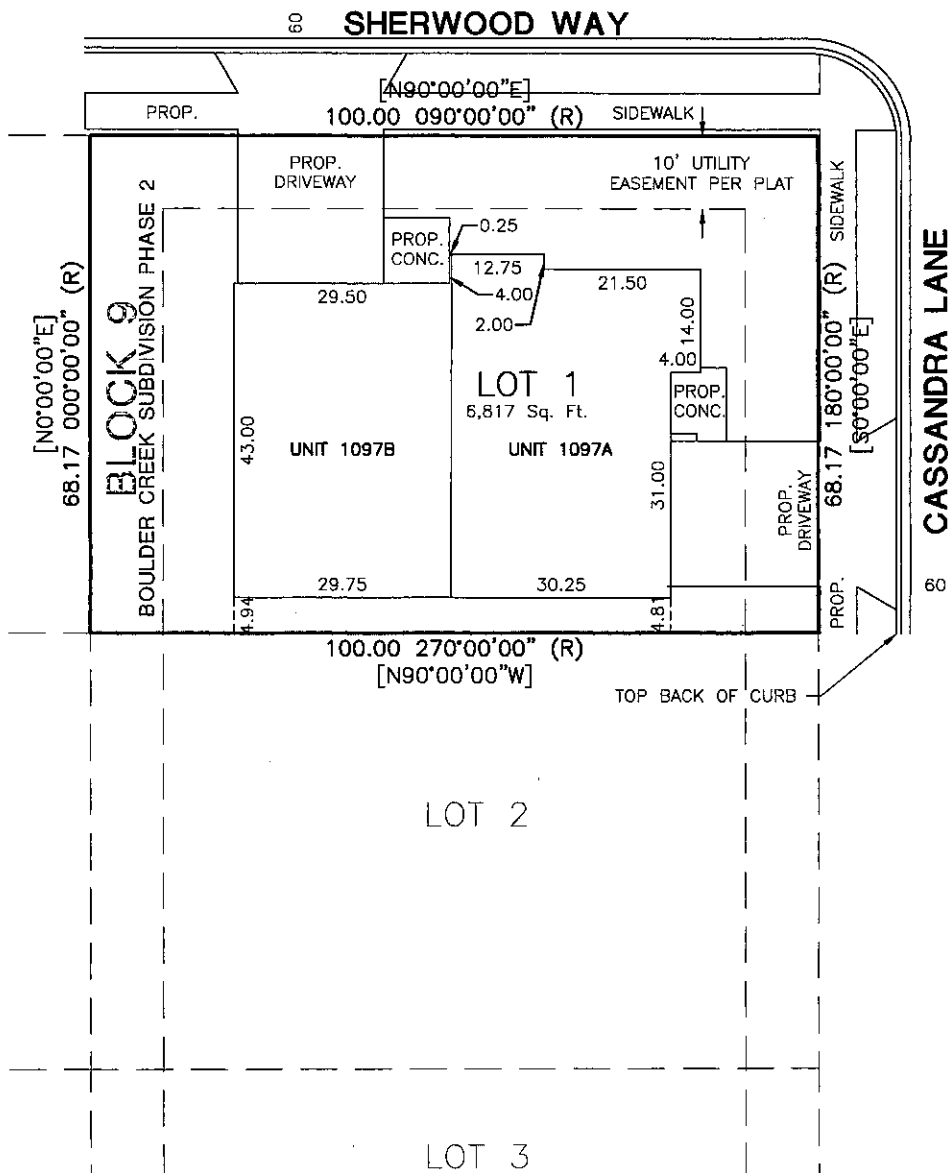
# EXHIBIT A

MEASURED BY: KL 2019.04.18

## SITE PLAN PAUL SON CONDOMINIUM 1097 CASSANDRA LANE

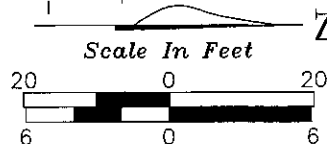
### LEGAL DESCRIPTION

LOT 1, BLOCK 9, BOULDER CREEK SUBD. PH. 2 [PLAT J-622]  
LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
BOZEMAN, MONTANA



### NOTES

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
2. UNIT AREAS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE EXTERIOR SURFACE OF THE STUD WALLS ON EXTERIOR WALLS, AND TO THE CENTERLINE OF COMMON WALLS. INTERIOR STAIRWAYS ARE INCLUDED IN THE FLOOR AREA OF THE LOWER LEVEL ONLY. THIS IS DONE TO MATCH THE ASSESSOR'S OFFICE FLOOR AREAS AS THEY CALCULATE THEM. THE ACTUAL UNIT BOUNDARIES ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM.



### UNIT AREA 1097 CASSANDRA LANE

	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1097A	1,280 SF	1,008 SF	2,288 SF
UNIT 1097B	1,143 SF	1,023 SF	2,166 SF
<b>TOTAL</b>	<b>2,423 SF</b>	<b>2,031 SF</b>	<b>4,454 SF</b>

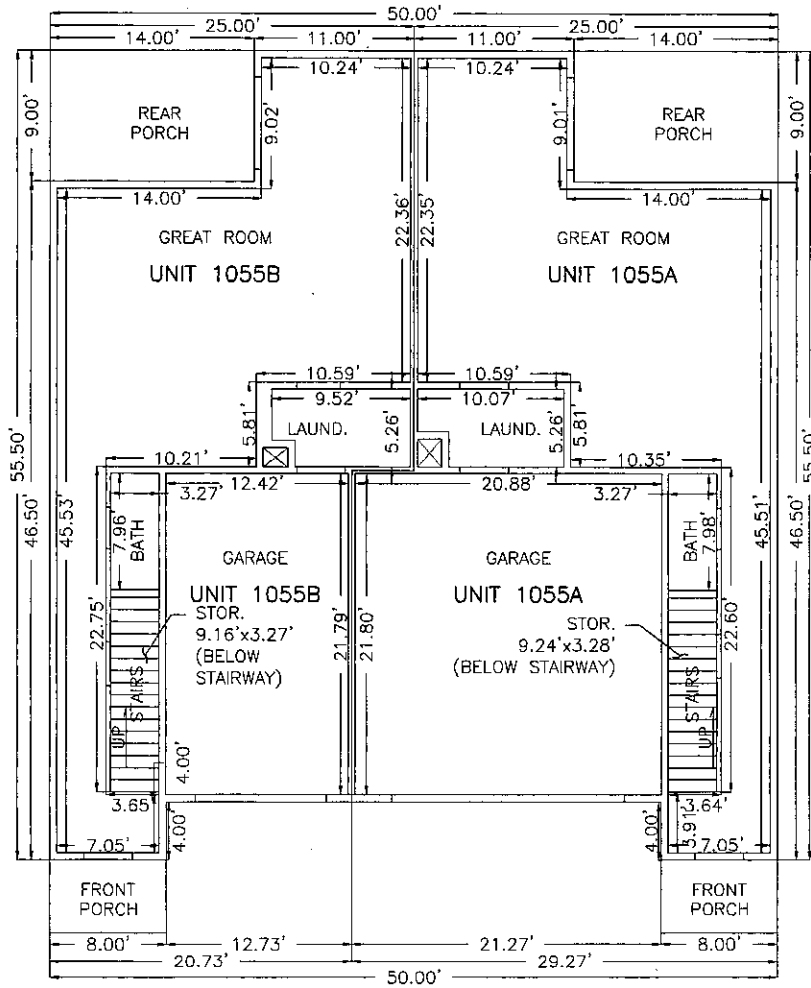


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**EXHIBIT B**  
**FIRST FLOOR PLAN**  
**PAUL SON CONDOMINIUM**  
**1055 CASSANDRA LANE**

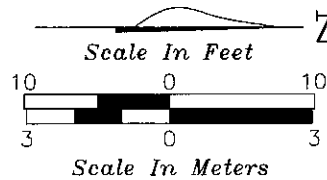
**LEGAL DESCRIPTION**

LOT 3, BLOCK 9, AM. BOULDER CREEK SUBD. PH. 2 [CORRECTION PLAT J-622A]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
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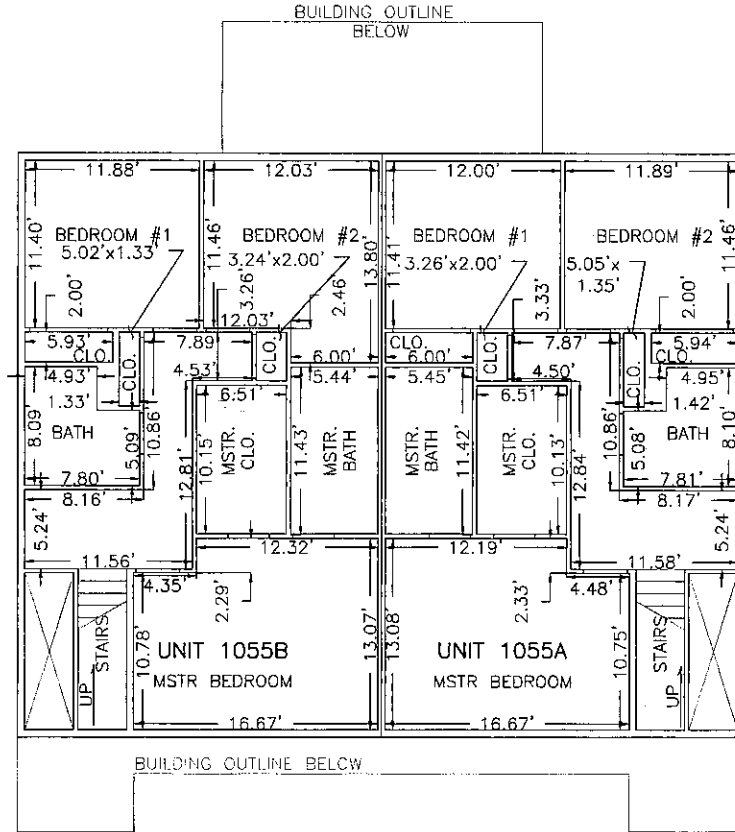
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 www.chengineers.com • info@chengineers.com

	UNIT AREA, 1055 CASSANDRA LANE		
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1055A	1,291 SF	1,000 SF	2,291 SF
UNIT 1055B	1,096 SF	1,000 SF	2,096 SF
<b>TOTAL</b>	<b>2,387 SF</b>	<b>2,000 SF</b>	<b>4,387 SF</b>

**EXHIBIT B**  
**SECOND FLOOR PLAN**  
**PAUL SON CONDOMINIUM**  
**1055 CASSANDRA LANE**

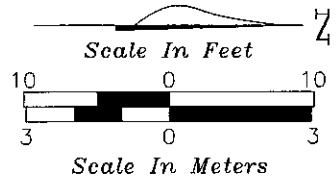
**LEGAL DESCRIPTION**

LOT 3, BLOCK 9, AM. BOULDER CREEK SUBD. PH. 2 [CORRECTION PLAT J-622A]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
2. UNIT AREAS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE EXTERIOR SURFACE OF THE STUD WALLS ON EXTERIOR WALLS, AND TO THE CENTERLINE OF COMMON WALLS. INTERIOR STAIRWAYS ARE INCLUDED IN THE FLOOR AREA OF THE LOWER LEVEL ONLY. THIS IS DONE TO MATCH THE ASSESSOR'S OFFICE FLOOR AREAS AS THEY CALCULATE THEM. THE ACTUAL UNIT BOUNDARIES ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM.



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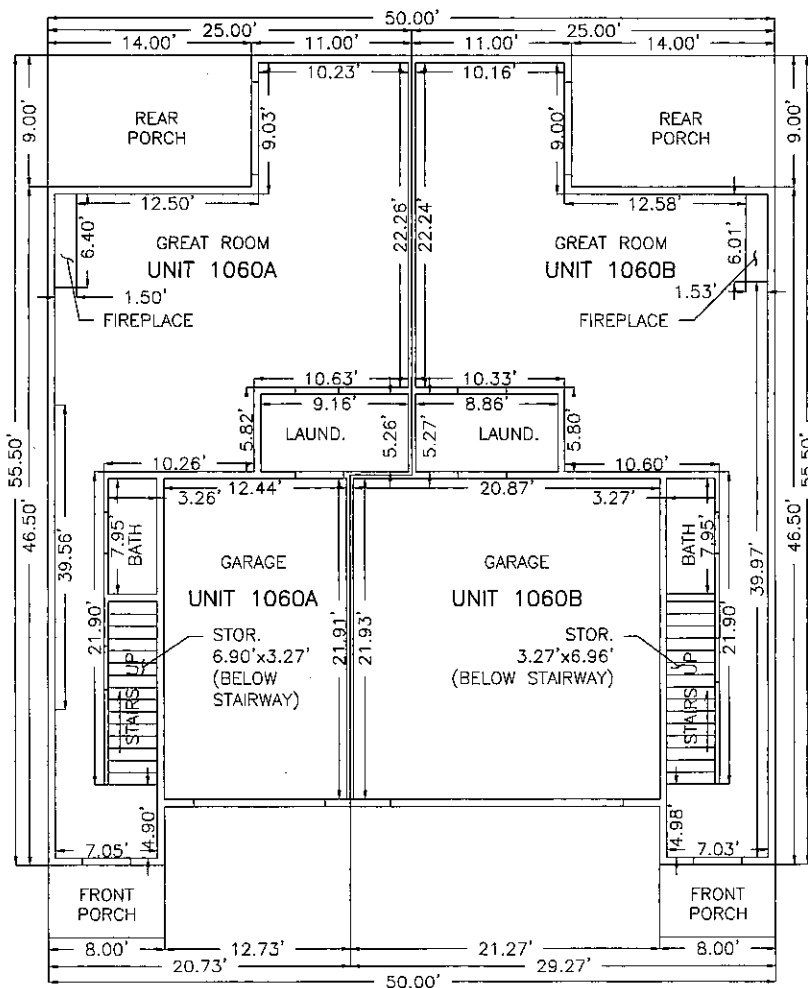
	UNIT AREA, 1055 CASSANDRA LANE		
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1055A	1,291 SF	1,000 SF	2,291 SF
UNIT 1055B	1,096 SF	1,000 SF	2,096 SF
<b>TOTAL</b>	<b>2,387 SF</b>	<b>2,000 SF</b>	<b>4,387 SF</b>



**EXHIBIT C**  
**FIRST FLOOR PLAN**  
**PAUL SON CONDOMINIUM**  
**1060 CASSANDRA LANE**

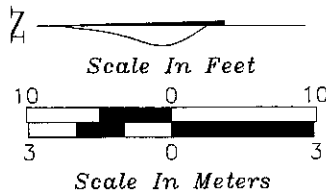
**LEGAL DESCRIPTION**

LOT 3, BLOCK 10, BOULDER CREEK SUBD. PH. 2 [PLAT J-622]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
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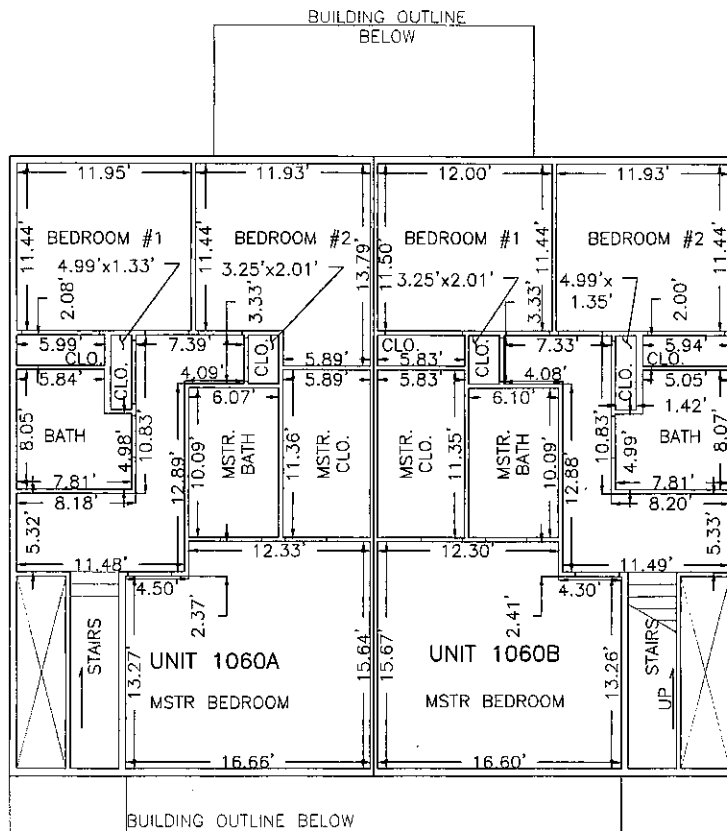
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 www.chengineers.com • info@chengineers.com

	UNIT AREA, 1060 CASSANDRA LANE		TOTAL
	1st FLOOR	2nd FLOOR	
UNIT 1060A	1,096 SF	1,062 SF	2,158 SF
UNIT 1060B	1,291 SF	1,062 SF	2,353 SF
<b>TOTAL</b>	<b>2,387 SF</b>	<b>2,124 SF</b>	<b>4,511 SF</b>

**EXHIBIT C**  
**SECOND FLOOR PLAN**  
**PAUL SON CONDOMINIUM**  
**1060 CASSANDRA LANE**

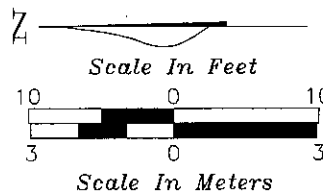
**LEGAL DESCRIPTION**

LOT 3, BLOCK 10, BOULDER CREEK SUBD. PH. 2 [PLAT J-622]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
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	UNIT AREA, 1060 CASSANDRA LANE		TOTAL
	1st FLOOR	2nd FLOOR	
UNIT 1060A	1,096 SF	1,062 SF	2,158 SF
UNIT 1060B	1,291 SF	1,062 SF	2,353 SF
<b>TOTAL</b>	<b>2,387 SF</b>	<b>2,124 SF</b>	<b>4,511 SF</b>

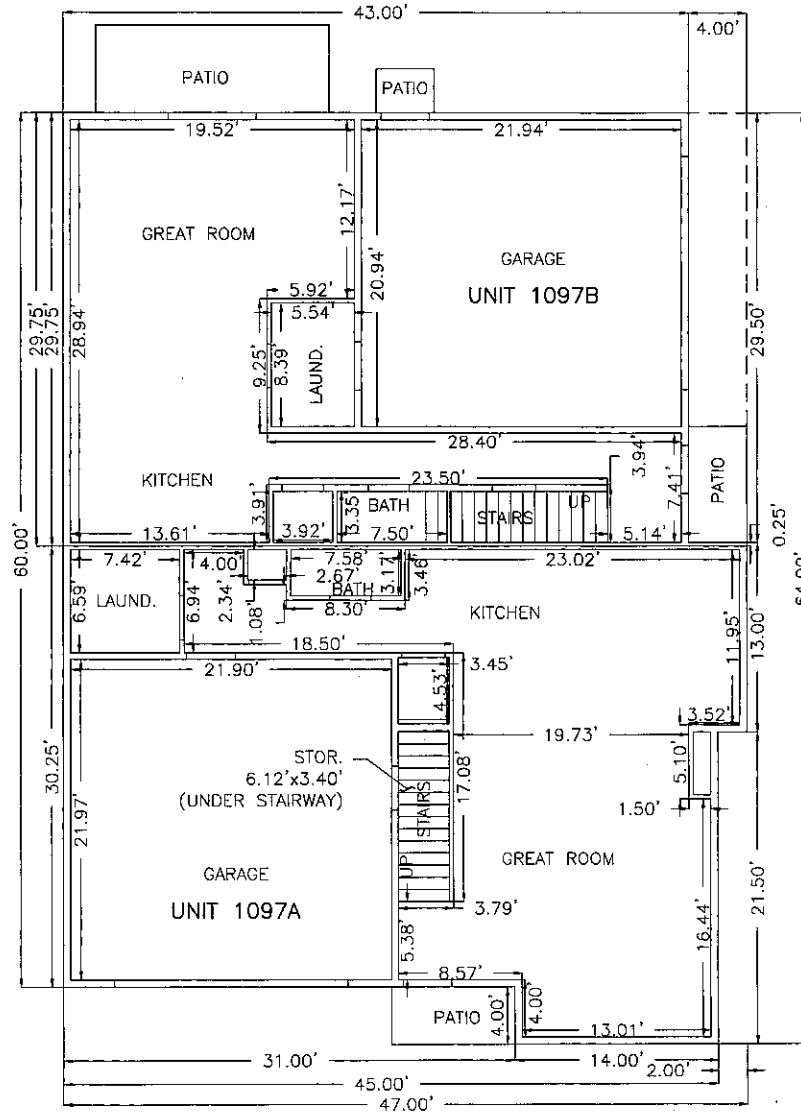


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**EXHIBIT D**  
**FIRST FLOOR PLAN**  
**PAUL SON CONDOMINIUM**  
**1097 CASSANDRA LANE**

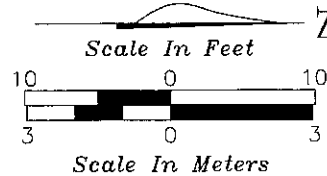
**LEGAL DESCRIPTION**

LOT 1, BLOCK 9, BOULDER CREEK SUBD. PH. 2 [PLAT J-622]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
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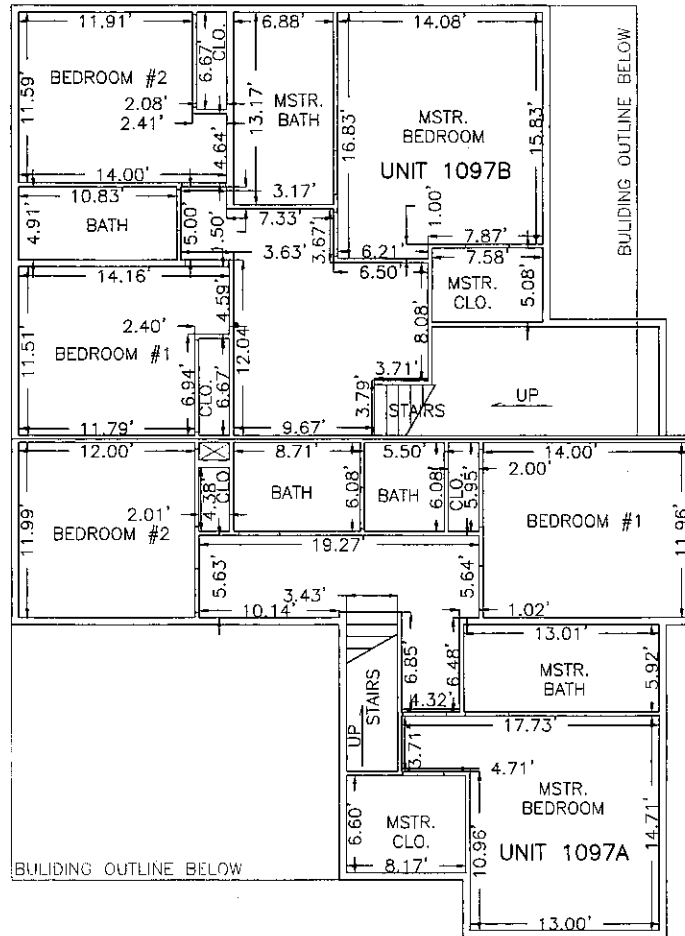
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 www.chengineers.com • info@chengineers.com

	UNIT AREA, 1097 CASSANDRA LANE		TOTAL
	1st FLOOR	2nd FLOOR	
UNIT 1097A	1,280 SF	1,008 SF	2,288 SF
UNIT 1097B	1,143 SF	1,023 SF	2,166 SF
<b>TOTAL</b>	<b>2,423 SF</b>	<b>2,031 SF</b>	<b>4,454 SF</b>

**EXHIBIT D**  
**SECOND FLOOR PLAN**  
**PAUL SON CONDOMINIUM**  
**1097 CASSANDRA LANE**

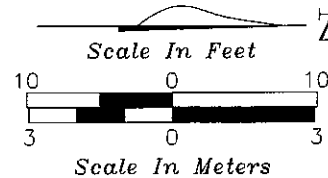
**LEGAL DESCRIPTION**

LOT 1, BLOCK 9, BOULDER CREEK SUBD. PH. 2 [PLAT J-622]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA



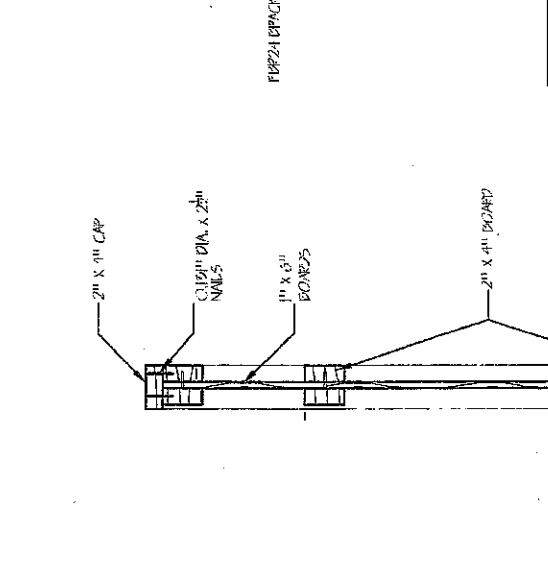
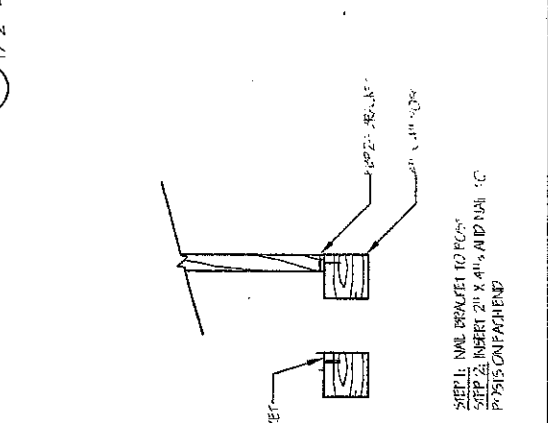
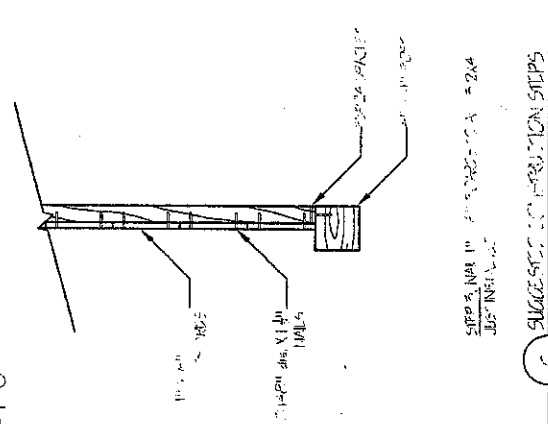
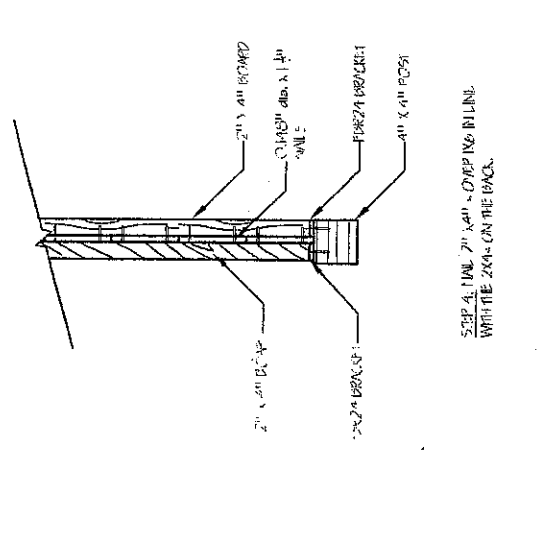
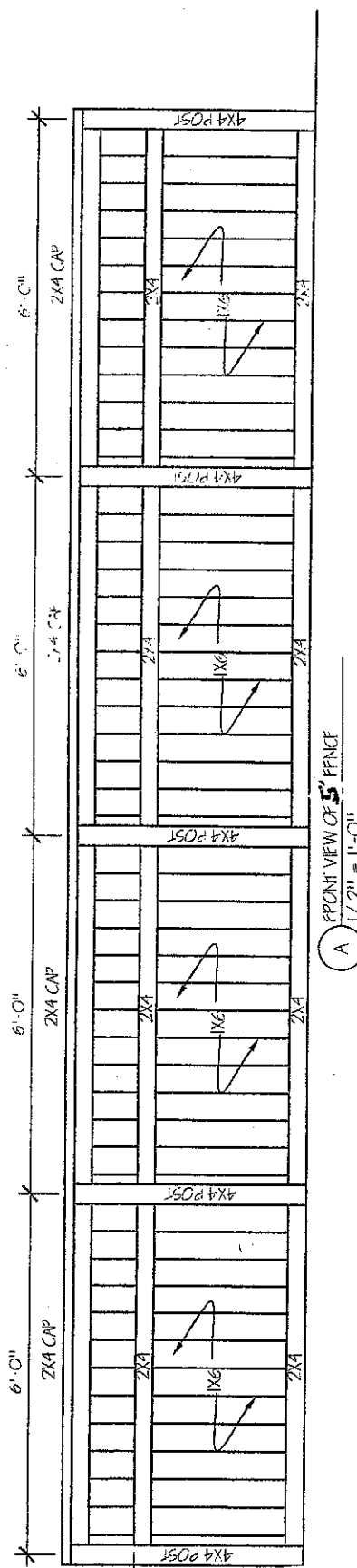
**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
2. UNIT AREAS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE EXTERIOR SURFACE OF THE STUD WALLS ON EXTERIOR WALLS, AND TO THE CENTERLINE OF COMMON WALLS. INTERIOR STAIRWAYS ARE INCLUDED IN THE FLOOR AREA OF THE LOWER LEVEL ONLY. THIS IS DONE TO MATCH THE ASSESSOR'S OFFICE FLOOR AREAS AS THEY CALCULATE THEM. THE ACTUAL UNIT BOUNDARIES ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM.



Engineering and Surveying Inc.  
 1091 Stoneridge Drive • Bozeman, MT 59718  
 Phone (406) 587-1115 • Fax (406) 587-9768  
 www.chengineers.com • info@chengineers.com

	UNIT AREA, 1097 CASSANDRA LANE		
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1097A	1,280 SF	1,008 SF	2,288 SF
UNIT 1097B	1,143 SF	1,023 SF	2,166 SF
<b>TOTAL</b>	<b>2,423 SF</b>	<b>2,031 SF</b>	<b>4,454 SF</b>



STEP 4: NAIL 2" x 4" x OPENING BILING WITH THE 2x4s ON THE BACK.

STEP 5: NAIL 1" x 4" x 2x4 SIMILAR TO STEP 4.

STEP 6: NAIL BRACKET TO POST STEP 2: INSERT 2" x 4" AND NAIL TO POST ON OTHER END.

ITEMS NEEDED FOR FENCE:

- STYLE: FRAMED IN
- BRACKETS: SIMPSON #324 (B24R SIMILAR)
- NAILS: 10d x 1 1/2" = C.148" dia. x 1 1/2" LONG  
8d = 0.131" dia. x 2 1/2" LONG  
8d x 1 1/2" = 0.131" dia. x 1 1/2" LONG
- VERTICAL INTERIOR BOARDS: (APPROX 12.5 PER 6' OF FENCE)
- HORIZONTAL BOARDS: 2" X 4" (3 PER 6' OF FENCE. NOT INC. LIDGING CAP)
- STAIN: **Sherman Williams**  
**Mixed inside store**
- WOOD TYPE: CEDAR

**BYLAWS OF THE PAUL SON CONDOMINIUM  
UNIT OWNERS' ASSOCIATION**

**GALLATIN COUNTY, STATE OF MONTANA**

\*\*\*\*\*

**1. PURPOSE AND APPLICATION:**

These Articles are and shall be the Bylaws of the Paul Son Condominium Unit Owners' Association. These Bylaws shall, upon being recorded with the County Clerk and Recorder, County of Gallatin, State of Montana, become a part of the Declaration for the Paul Son Condominium, and shall govern and control the administration of the Paul Son Condominium. All Unit Owners, their guests and any renters or sub-lessees, present and future, shall have the rights and responsibilities described in these Bylaws and shall be subject to the provisions thereof.

The acquisition of an ownership interest in a unit in the Paul Son Condominium signifies that the Owner accepts, ratifies and agrees to comply with these Bylaws.

**2. MEMBERSHIP:**

Persons owning a Unit in the Paul Son Condominium or owning a unit in any real estate tenancy relationship recognized by the State of Montana, shall be members of the Paul Son Condominium Unit Owners' Association ("Association"), which shall be the same as the Association or Owners' Association or Condominium Association established in the initial Condominium Declaration for the Condominium. Membership begins concurrently with the acquisition of an ownership interest in a unit and terminates at the time such ownership interest is terminated, but such termination shall not relieve any Owner of liability for obligations incurred while a member of the Association. Membership in the Association does not in any way negate or impair any Owner's legal remedies, right to bring legal action, or defenses to any and all actions involving the Association, other Owners, or the Management, which may arise from or be incidents of ownership.

### 3. OBLIGATIONS:

Each Owner, together with that Owner's tenants, where applicable, shall be obligated to comply with the Bylaws, initial Condominium Declaration, and the laws of the County of Gallatin and the State of Montana. Such obligation shall include, but not be limited to, the paying of assessments to the Association. Failure of any Owner to abide by these Bylaws and all rules made pursuant thereto, the Declaration, and the laws of the County of Gallatin and the State of Montana, shall be grounds for appropriate legal action by the Owners' Association or by an aggrieved Owner against such non-complying Owner.

### 4. MEETINGS AND VOTING:

a. Regular Meetings: There shall be an organizational meeting of the Association on or before October 1, 2019, and thereafter the regular meeting of the Association shall be held annually on the second Thursday of February of each year, beginning on February 13, 2020, commencing at a time to be set by the Directors, or on such other date and time properly announced by the Association. Any first lienholder shall have the right to have a representative attend any regular meeting and shall be given notice thereof, provided that the lienholder requests that notice be given to that lienholder. Furthermore, first lienholders will be given notice of any meeting that may adversely affect the interest of a lienholder.

b. Special Meetings: Pursuant to these Bylaws, the Association may at any time hold special meetings, notice of which must be sent to any first lienholders, who shall have the right to have a representative attend upon the same terms and conditions as set forth above for a regular meeting. Such special meetings may be called on the initiative of the Chairperson of the Association, or a signed request of the Manager, should one be appointed. Notice of any special meetings must specify the reason for such meeting and the matters to be raised. Only matters set forth in the petition or request may be brought before such meeting, unless 100% of the aggregate interest present agrees otherwise.

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

d. Quorum: No meeting, regular or special, shall be convened to conduct business, unless a quorum is present in person or by proxy. For as long as the condominium consists of a single building, a quorum shall consist of the Owners of both Units within the Condominium. In the event that the Condominium is expanded to two buildings and four Units, the quorum requirement shall be changed to one-half (½) of the total aggregate interest of the Condominium. In the event that a

meeting is properly scheduled and a quorum is not present, the Chairperson shall adjourn the meeting and a new meeting shall be scheduled. At any time, during any meeting that a quorum is not present, such meeting shall be adjourned forthwith.

#### 5. VOTING INTEREST:

Each Unit Owner at any Association meeting shall have one vote, as set forth in the Declaration, a copy of which is being recorded concurrently with the recording of these Bylaws with the Clerk and Recorder of Gallatin County, State of Montana.

Such percentage factor shall be the voting interest of each Unit Owner on all matters affecting the general business of the Paul Son Condominium, on all matters affecting the common elements, assessments for the common elements, and on all matters upon which the Association agreed to have voting by the voting interests. Voting upon matters affecting limited common elements and assessments for limited expenses shall be only by Owners having a unit or interest in units located in the building affected.

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

#### 6. BOARD OF DIRECTORS:

The governance of the Paul Son Condominium shall be by a Board of Directors elected from among the Unit Owners. Such Board shall have all powers and responsibilities attendant to the general administration and control necessary to carry into effect the powers and duties specified by these Bylaws. The number of Directors shall initially be three (3), but at the first meeting of the Association after all of the units are sold by the Declarants, or at such time as the Declarants provide notice that the Declarants intend to sell no more units for a period of at least one (1) year the Association may provide for a different number of directors at any time, provided that the number is in compliance with Montana law.

#### 7. OFFICERS OF THE BOARD OF DIRECTORS:

The Board shall elect from its Directors a Chairperson, Secretary and Treasurer, with the latter two offices combined at the discretion of the Association. The initial Directors shall be appointed by the Declarants and the Directors shall thereafter be appointed as specified above. The duties of the officers shall be as follows:

- i. Chairperson: The Chairperson, who may also be designated the president, shall preside at all meetings of the Association and meetings of the Board and shall have such other powers and duties as are provided in the Declaration, these Bylaws or by law, and as are ordinarily exercised by the presiding officer of an association,



including the appointment of committees from among the Owners, and as may be delegated to him or her by the Board or the Association from time to time.

ii. Secretary: The Secretary shall record the proceedings of the meetings of the Board and meetings of the Association, shall keep such records and all other records, documents and other papers of the Board and of the Association and shall have such other powers and duties as may be delegated to him or her by the Board or the Association from time to time.

iii. Treasurer: The Treasurer shall be responsible for the funds of the Association and shall be responsible for keeping and having kept full and accurate financial records and books of account showing all receipts and disbursements of the Association and any other financial data required by the Board or the Association. He or she shall be responsible for the deposit of all funds in the name of the Board of the Association in such depositories as may be designated by the Board from time to time and shall have such other powers and duties as may be delegated to him or her by the Board or the Association from time to time. The Board may delegate such of the Treasurer's powers and duties to the Manager as it deems to be advisable.

#### 8. POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

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

- a. To call annual meetings of the Association and give due notice thereof.
- b. To conduct elections of the Board officers.
- c. To enforce the provisions of the Declaration and Bylaws of the Paul Son Condominium by appropriate action.
- d. To promulgate rules and regulations for the use of the common elements and for the occupancy of the units so as to not interfere with the peace and quiet of all the residents. Such rules may be approved by the Unit Owners at any regular or special meeting of the Association.
- e. To provide for the management of the Paul Son Condominium by hiring or contracting with suitable and capable management personnel for the day-to-day operation, maintenance, upkeep and repair of the general common and limited common elements, if deemed appropriate.
- f. To levy assessments as allowed by the Declaration, these Bylaws, and the State of Montana, and to provide for the collection, expenditure and accounting of the assessments.

- g. To collect the assessments for the Paul Son Condominium Owners Association.
- h. To pay for the expenses of the maintenance, repair and upkeep of the general common elements and the limited common elements, and to approve payment vouchers, either at regular or special meetings.
- i. To delegate authority to the Manager, if appropriate, for the conduct of condominium business, to carry out the duties and powers of the Board; provided, however, that such authority shall be precisely defined with ultimate authority at all times residing in the Board of Directors.
- j. To provide a means of hearing grievances and foreclosure proceedings of Unit Owners and to observe all due process requirements imposed upon owners associations for condominiums.
- k. To meet at regularly scheduled times and hold such meetings open to all Unit Owners or their agents.
- l. To prepare an annual budget for the condominium in order to determine the amount of the assessments payable by the Unit Owners to meet the general common and limited common expenses. To allocate and assess such charges among the Unit Owners according to their respective interests in the general common and limited common elements and to submit such budget to the Unit Owners on or before the date of the annual meeting.
- m. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses, costs, or additional capital expenses, or because of emergencies.
- n. To take appropriate legal action to collect any delinquent assessments, payments or amounts due from Unit Owners or from any person or persons owing money to the condominium, and to levy a penalty and to charge interest on unpaid amounts due and owing.
- o. To defend in the name of the Association any and all lawsuits wherein the Paul Son Condominium is a party defendant.
- p. To enter into contracts with third parties to carry out the duties set forth, for and in behalf of the Board of the Association.
- q. To establish a bank account for the Paul Son Condominium and to keep therein all funds of the Association. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

r. In general, to act for and carry on the administration and affairs of the Association as authorized and prescribed by the Declaration and to do all those things which are necessary and reasonable in order to carry out the governance and operation of the Condominium.

s. To make repairs, alterations and improvements to the general common and limited common elements consistent with managing the condominiums in a first class manner and in the best interests of the Unit Owners.

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

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

v. To allow first lienholders to inspect Association and Board records upon proper notice and during reasonable business hours.

#### 9. COMPENSATION:

No member of the Board of Directors shall receive any compensation for acting as such, except to be reimbursed for expenses incurred in attending Board meetings or carrying out Board functions. Nothing herein however, shall be construed to preclude compensation being paid to Managers who are hired by the Board.

#### 10. LIABILITY OF MEMBERS OF THE BOARD OF DIRECTORS:

No member shall be liable to the Association, any of the members, Owners, or any third party for harm, injury, loss or damage suffered because of any action taken or omitted to be taken by any member of the Board serving as Board member in good faith if:

a. The Board member exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or

b. The Board member took or did not take action in reliance upon advice of counsel or upon statements or information of other Owners or employees of the Association which he or she has reasonable grounds to believe.

#### 11. MANAGERS:

A Manager may be appointed and/or removed by the Board of Directors. The Manager, or any member of the Board, handling Association funds, or having power to withdraw or spend such

funds, shall be bonded, unless such requirement is specifically waived by the Board, and shall maintain records of the financial affairs of the condominium. Such records shall also detail all assessments made by the Association and the status of payments of assessments by all Unit Owners. All records shall be available for examination during normal business hours by any Owner, or his or her assigned representative. All functions and duties herein provided for the Manager may be performed by the Board, or the Chairperson, if the Board should decide not to have a manager.

a. Accounts: The receipts and expenditures of the Association shall be under the direction of the Manager and be classified as appropriate into general common expenses and limited common expenses and shall include a provision for:

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

2. Reserve for Deferred Maintenance: Which shall include funds for maintenance and items which occur less frequently than annually.

3. Reserve for Replacement: Which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

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

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

Copies of the proposed budget and proposed assessments shall be transmitted to each member along with the notice of the annual meeting at which such budget will be adopted. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

c. The Board shall provide a financial report of the accounts of the Association on an annual basis, which report shall be furnished to each member at the annual meeting.

The Manager shall generally operate and manage the condominium for and on behalf of the Unit Owners and shall have such other powers and authority as the Board may designate. If there is

no Manager or if the Manager resigns, is terminated or his or her contract expires and a successor is not chosen, the Board shall perform all the duties of the Manager until a Manager is hired or the former manager is replaced.

#### 12. AMENDMENT OF BYLAWS:

These Bylaws may be amended at any regular or special meeting of the Association providing that a copy of the proposed revision is included in the notice of such meeting. Upon a vote of seventy-five percent (75%) of the aggregate interest in the condominium, or upon the signing of the Amendment by one hundred percent (100%) of the Owners, the amendment shall be declared adopted. The Secretary shall, as soon as practicable after adoption, prepare a copy of these Bylaws as amended for certification by the Chairperson and Secretary of the Association. Such amended and certified Bylaws shall then be filed and recorded in the office of the County Clerk and Recorder of Gallatin County, State of Montana. Bylaws as amended shall become effective at the time of such recording.

#### 13. ASSESSMENTS:

In accordance with the percentage of interest in the general common elements as set forth in the Declaration, each Owner shall be assessed for general common expenses. Such assessments, and assessments for limited common expenses, shall be collected and paid according to the terms and under the procedures more particularly set forth in the Declaration. The amounts of assessments described above and any other assessments allowed by these Bylaws, the Declaration and by the State of Montana, shall be fixed by the Board of Directors. Notice of each Owner's assessments shall be mailed to the Owner at his or her address of record.

#### 14. NOTICE OF DEFAULT TO LIENHOLDERS:

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

#### 15. NOTICES - DAMAGES:

The Association shall notify all first lienholders in writing of any loss to or taking of the common elements of the condominium if such loss or taking exceeds \$10,000.00, or damage to an individual unit securing a mortgage held by the first lienholder exceeds \$1,000.00.

#### 16. FISCAL YEAR:

The fiscal year of the Association shall commence on January 1 of each year and end on December 31 of each year.

17. DUE PROCESS:

In the event there shall be default, except for the payment of assessments, by a Unit Owner or violation of any of the provisions of the Declaration or Bylaws, or non-compliance, notice of the same shall be sent to the Owner in writing by the Board of Directors, setting forth the nature of the violation or non-compliance and providing for a time certain when the Unit Owner shall be confronted by the Board to respond. At such hearing the Unit Owner shall be confronted by the person or persons bringing the charges if they are individuals other than the Board members; the Owner shall have an opportunity to cross-examine such individuals and present his or her own witnesses, exhibits or testimony in his or her own behalf. At such hearing, if the Owner desires, he or she may request an impartial hearing examiner to be present to conduct the proceedings. Following such hearing the Board shall enter its findings of fact following the recommendations of any examiner and setting forth its decision and any actions it deems appropriate if it finds in fact that a violation or default has occurred.

18. MISCELLANEOUS:

a. Costs and Attorney's Fees: In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.

b. No Waiver of Rights: The failure of the Association or of an Owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents, shall not constitute a waiver of the right of the Association or Owner to enforce such right, provision, covenant or condition in the future.

c. Election of Remedies: All rights, remedies and privileges granted to the Association or an Owner pursuant to any term, provision, covenant or condition of the condominium documents shall be deemed cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the condominium documents, or at law or in equity.

d. Surplus: Any surplus of common expense payment by Owners over the actual expenses (including the reserve for contingencies and replacements) during a fiscal year of the Association shall be applied towards common expenses for the following year, or shall be applied in any other manner which shall benefit the Association and which, on the basis of any applicable income tax law, regulations and interpretations existing from time to time, in the sole discretion of the Board, is most likely to avoid taxation of such surplus; provided that such application is consistent with the proportional interest of all the Owners, and is not precluded by the terms of the Act, as amended from time to time.

e. Parliamentary Rules: Roberts Rules of Order (latest edition) shall govern the conduct of

the Association's meetings when not in conflict with the Unit Ownership Act, the Declaration or these Bylaws, unless other rules governing the procedures of the Association are properly adopted.

f. Invalidity: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance hereof, or the Declaration.

19. THE DECLARATION:

The Declarants have filed along with these Bylaws, a Declaration whereby the property known as the Paul Son Condominium is submitted, subject to Section 70-23-101 et. seq., MCA. The Declaration shall govern the acts, powers, duties and responsibilities of the Association and in the event these Bylaws and Declaration are in conflict, the Declaration shall prevail.

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

By virtue of these Bylaws and the Declaration, each Owner has the right to membership in the Owners' Association and any Owner may be on the Board of the Paul Son Condominium.

The Paul Son Condominium Owners' Association and its Board of Directors shall have the primary and final authority on all matters solely affecting the condominium area, subject to the laws, rules and regulations of the County of Gallatin and the State of Montana.

IN WITNESS WHEREOF, Lisa Ellison, as authorized representative of Paul Son Projects, LLC, and Scott V. Johnson and John Rosa, authorized representatives of Rosa-Johnson Development, LLC, owners of record of all of the condominium units and 100% of the voting interest of the Paul Son Condominium as of the date hereof, hereby appoints the following persons to serve on the Board of Directors until the first meeting of the Association, to-wit:

CHAIRPERSON:	Lisa Ellison
SECRETARY:	John Rosa
TREASURER:	Scott V. Johnson

and the undersigned record Owners and the Board hereby certify, declare and affirm the adoption of the foregoing Bylaws on the 29<sup>th</sup> day of April 2019.

DECLARANTS/OWNERS:

PAUL SON PROJECTS, LLC

*[Handwritten Signature]*  
Lisa Ellison, authorized representative

ROSA-JOHNSON DEVELOPMENT, LLC

*[Handwritten Signature]*  
John Rosa, authorized agent

*[Handwritten Signature]*  
Scott V. Johnson, authorized agent

BOARD OF DIRECTORS:

*[Handwritten Signature]*  
Lisa Ellison

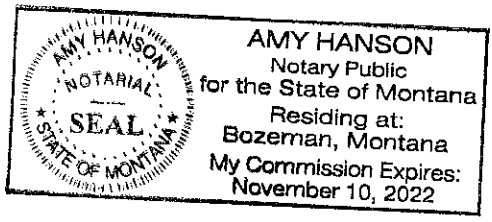
*[Handwritten Signature]*  
John Rosa

*[Handwritten Signature]*  
Scott V. Johnson

**ACKNOWLEDGMENTS**

STATE OF MONTANA      )  
  : ss.  
County of Gallatin      )

This instrument was executed before me this 29th day of April 2019, by Lisa Ellison, authorized representative of Paul Son Projects, LLC, and as an initial director of the Paul Son Condominium Unit Owners' Association.

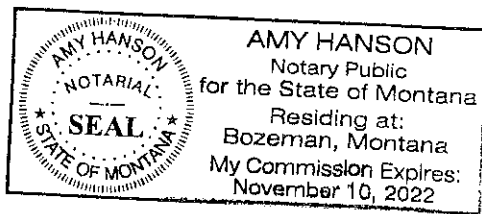


*[Handwritten Signature]*  
Notary Public for the State of Montana  
Printed name: Amy Hanson  
Residing at Bozeman, Montana  
My Commission Expires: 11/10, 2022



STATE OF MONTANA )  
 :SS  
COUNTY OF GALLATIN )

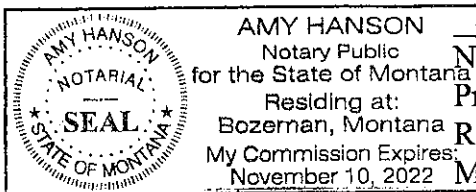
This instrument was acknowledged before me on this 29<sup>th</sup> day of April 2019, by Scott V. Johnson, authorized agent of Rosa-Johnson Development, LLC and as an initial director of the Paul Son Condominium Unit Owners' Association.



*Amy Hanson*  
Notary Public for the State of Montana  
Printed name: Amy Hanson  
Residing at Bozeman, Montana  
My Commission expires: 11/10, 20 22

STATE OF MONTANA )  
 :SS  
COUNTY OF GALLATIN )

This instrument was acknowledged before me on this 29<sup>th</sup> day of April 2019, by John Rosa, authorized agent of Rosa-Johnson Development, LLC and as an initial director of the Paul Son Condominium Unit Owners' Association.



*Amy Hanson*  
Notary Public for the State of Montana  
Printed name: Amy Hanson  
Residing at Bozeman, Montana  
My Commission expires: 11/10, 20 22

Upon Recording, please  
return to:

Jennings Law Office, P.C.  
517 South 22<sup>nd</sup> Avenue, Suite 3  
Bozeman, Montana 59718

2667814

Page: 1 of 15 12/18/2019 10:13:04 AM Fee: \$115.00  
Eric Semerad - Gallatin County, MT MISC



### AMENDMENT TO DECLARATION FOR PAUL SON CONDOMINIUM

The Declarants, PAUL SON PROJECTS, LLC, a Montana limited liability company, of 4535 Valley Commons Drive, Unit 202, Bozeman, Montana 59718 and ROSA-JOHNSON DEVELOPMENT, LLC, which acquired title as Four Corners Construction, LLC, a Montana limited liability company, whose mailing address is 2264 Jackrabbit Lane, Unit B, Bozeman, Montana, 59718, do hereby adopt the following amendment to the Declaration for Paul Son Condominium, which was recorded on May 14, 2019, as document number 2644733, records of Gallatin County, Montana (the "Declaration").

#### RECITALS

1. In accordance with the terms of Article V of the Declaration, the Declarants are authorized to expand the condominium with the inclusion of additional lots, one of which is Lot 1 of Block 10 of Boulder Creek Subdivision, Phase 2, Bozeman, Montana.
2. By the terms of this Amendment, the Declarants wish to include the two unit building located on Lot 1 of Block 10 of Boulder Creek Subdivision, Phase 2, Bozeman, Montana, into the condominium.

Therefore, the Declarants do declare that the above-described Declaration is amended as follows:

1. Article II.1. of the Declaration referenced above, shall be deleted in its entirety and the following substituted in its place:
  1. Description. The real property which is by this Declaration submitted and subject to the Unit Ownership Act and which will constitute the condominium is described as follows:

Lot 3 in Block 9 of Correction Plat of Boulder Creek Subdivision, Phase 2, located in the S½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622A]

and

Lots 1 and 3 in Block 10, and Lot 1 in Block 9 of the Plat of Boulder Creek Subdivision, Phase 2, located in the S½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622]

The condominium consists of four buildings each housing two units, but the condominium may be expanded to include twelve additional units in six additional buildings, in accordance with the Plan of Development stated below in Article V. The Declarants shall not be obligated to annex additional property or to build additional buildings, but may do so in their discretion. Only those Units specifically annexed shall be part of the condominium.

Health Requirement Compliance: On October 11, 2019, a document titled “Boulder Creek Subdivision, Phase 2 Affidavit of Compliance with Sewer, Water and Storm Drainage Requirements” was recorded in the office of the Gallatin County Clerk and Recorder as document no 2661042, and re-recorded on October 22, 2019, as document no. 2662166. Attached to the Affidavit is a capacity letter from the City of Bozeman, Montana, dated June 25, 2015, stating that the City of Bozeman has the capacity to provide municipal services to Boulder Creek Subdivision, Phase 2, and the Municipal Facilities Exclusion letter from the Montana Department of Environmental Quality for Boulder Creek Subdivision. The Affidavit establishes that the property described above is approved as a two-household lot and that the City of Bozeman Director of Public Works has certified that the City of Bozeman has the capacity to meet the health requirements of §76-4-122, MCA for the Boulder Creek Subdivision, Phase 2, including the lot described in paragraph 1 immediately above.

2. Article II.5. of the Declaration referenced above, shall be deleted in its entirety and the following substituted in its place:
  5. Buildings: The living Units initially comprising the condominium are located in four (4) buildings, containing eight (8) Units. Each of the Units consists of a main level, including a one- or two-car garage, and an upper level, as shown on the floor plans. Each of the units contains approximately 2096-2453 square feet of living space. Single car garages are approximately 287 square feet and two-car garages range from approximately 440 to 480 square feet.

3. Article IV.1. of the Declaration referenced above, shall be deleted in its entirety and the following substituted in its place:

1. Percentage of Interest: Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his or her Unit and an undivided interest in the general common elements of the Paul Son Condominium as set forth below. Such percentage represents his or her ownership interest in the general common elements, his or her liability for common expenses and taxes, and the voting interests of the Unit Owner or Owners in all matters concerning the Owners' Association, as set forth below. Other than the garages, each of the Units is the same size, has the same features and was constructed at approximately the same time as the other Units. Therefore, each of the Units shall be deemed to have the same approximate value and the percentage of interest for each unit shall be the same. The initial Units and their percentages of interest are as follows:

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
1055A	12.5%
1055B	12.5%
1060A	12.5%
1060B	12.5%
1096A	12.5%
1096B	12.5%
1097A	12.5%
1097B	12.5%

Exhibits: The Paul Son Condominium consist of the real property described above, and a total of eight (8) separate Condominium Units as shown on the floor plans for the condominium. For identification and descriptive purposes the following Exhibits are, by this reference, attached hereto and incorporated into and made a part of this Declaration:

Exhibit A-1: Showing the site plan of the Paul Son Condominium and the location of the buildings containing the condominium units on the property and the common elements for the condominium. Exhibit A-1 shall constitute the site plan for the condominium.

Exhibit E: Showing the floor plans for each of the Units of the current phase of the Paul Son Condominium, the area of each, the dimensions and the designation for each Unit at 1096 Cassandra Lane.

All previous floor plans attached to the Declaration described above are hereby included by this reference as if they were included in their entirety in this Amendment.

- 4. Except as modified, altered or amended by the provisions of this Amendment, the Declaration described above shall remain in full force and effect.

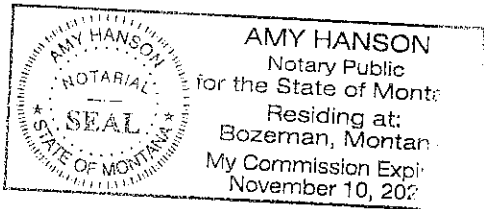
IN WITNESS WHEREOF, this Amendment is executed this 25<sup>th</sup> day of September 2019.

PAUL SON PROJECTS, LLC

[Signature]  
Lisa Ellison, authorized representative

STATE OF MONTANA        )  
  : ss.  
County of Gallatin         )

This instrument was executed before me this 9<sup>th</sup> day of <sup>October</sup> ~~September~~ 2019, by Lisa Ellison, authorized representative of Paul Son Projects, LLC.



[Signature]  
Notary Public for the State of Montana  
Printed name: Amy Hanson  
Residing at Bozeman, Montana  
My Commission Expires: 11/10, 2022

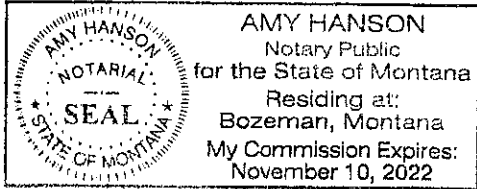
ROSA-JOHNSON DEVELOPMENT, LLC

[Signature]  
John Rosa, authorized representative

[Signature]  
Scott V. Johnson, authorized representative

STATE OF MONTANA )  
 :SS  
County of Gallatin )

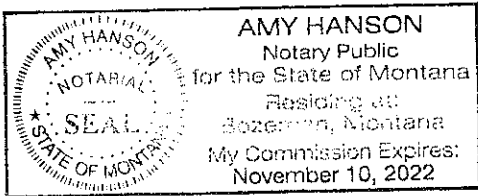
This instrument was acknowledged before me on this 25<sup>th</sup> day of September 2019, by John Rosa, authorized representative of Rosa-Johnson Development, LLC



*Amy Hanson*  
Notary Public for the State of Montana  
Printed name: Amy Hanson  
Residing at Bozeman, Montana  
My Commission expires: 11/10, 20 22

STATE OF MONTANA )  
 :SS  
County of Gallatin )

This instrument was acknowledged before me on this 25<sup>th</sup> day of September 2019, by Scott V. Johnson, authorized representative of Rosa-Johnson Development, LLC



*Amy Hanson*  
Notary Public for the State of Montana  
Printed name: Amy Hanson  
Residing at Bozeman, Montana  
My Commission expires: 11/10, 20 22

DEPARTMENT OF REVENUE CERTIFICATE

Pursuant to MCA 70-23-304, the undersigned being the duly authorized agent of the Department of Revenue of the State of Montana with the County of Gallatin, herewith executes the following certificate relating to the Paul Son Condominium Declaration, Phase 2, Gallatin County, Montana, situated on the property described as follows:

Lot 1 Block 10 of Boulder Creek Subdivision, Phase 2, Bozeman,  
Gallatin County, Montana [Plat reference: J-622].

1. That the name Paul Son Condominium, Phase 2, is not the same as, similar to or pronounced the same as any word in the name of any other property or subdivision within Gallatin County except for the word "Condominium", and

2. All taxes and assessments due and payable for the land on which the Paul Son Condominium, Phase 2, is situated and the improvements thereon have been paid to date.

Dated this 5<sup>th</sup> day of December 2019.

Gayle Brown PVS111  
County Assessor

ENGINEER'S CERTIFICATE

The undersigned, being a duly licensed engineer in the State of Montana, herewith certifies the following:

That pursuant to the provisions of MCA 70-23-306(2), the floor plans for Units 1096A and 1096B of Paul Son Condominium, located on:

Lots 1 in Block 10 of the Plat of Boulder Creek Subdivision, Phase 2, located in the S½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622]

as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout of the units and floors of the building and the building is essentially complete as of this date.

Dated Oct. 3, 2019

Mark A. Chandler

Licensed Engineer

Registration No. 9518 ES





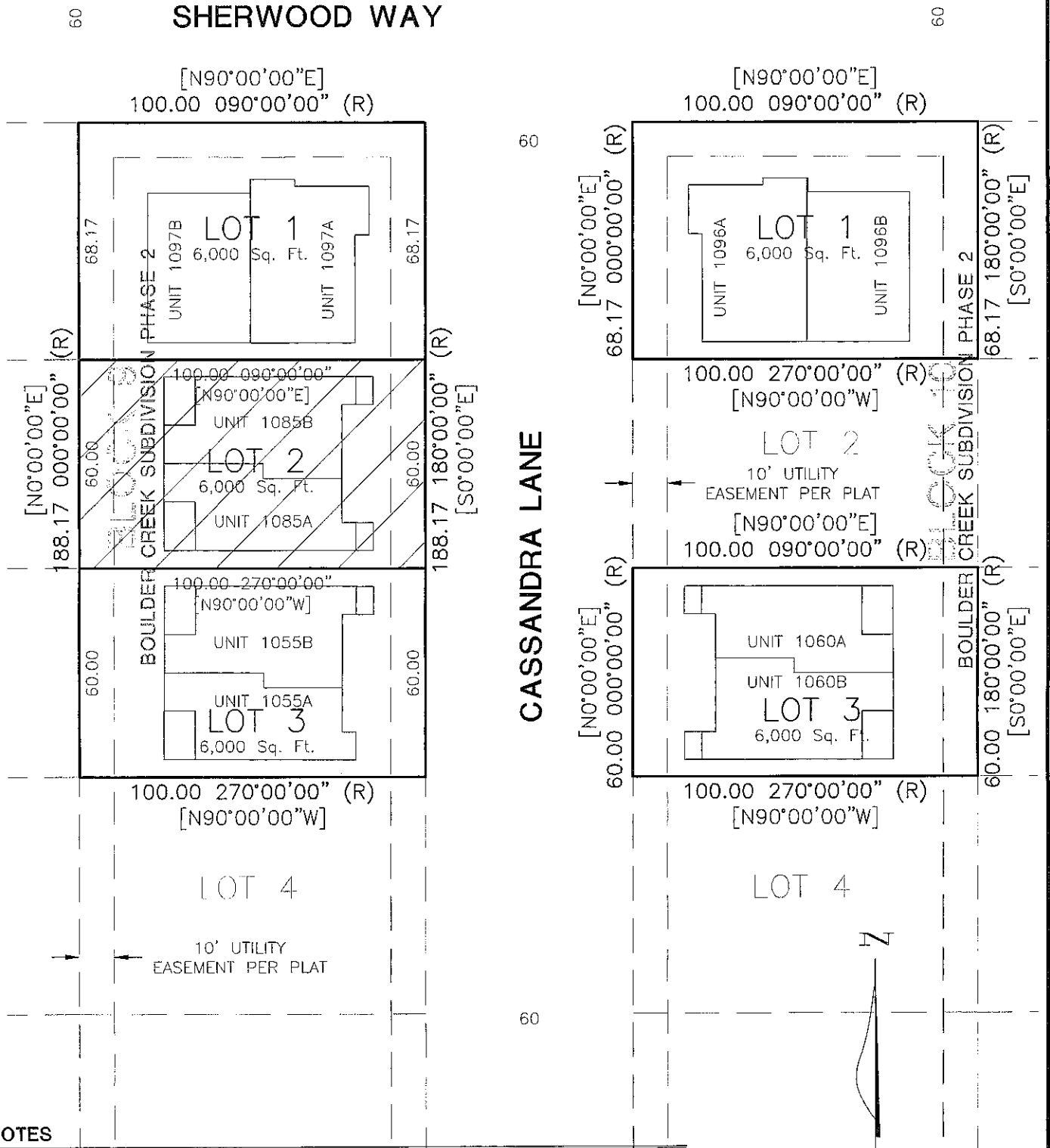
# EXHIBIT A-1

## OVERALL SITE PLAN

### PAUL SON CONDOMINIUM

**LEGAL DESCRIPTION**

LOTS 1-3, BLOCK 9, & LOT 1 AND LOT 3, BLOCK 10, BOULDER CREEK SUBD. PH. 2 [CORRECTION PLAT J-622A]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
2. UNIT AREAS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE EXTERIOR SURFACE OF THE STUD WALLS ON EXTERIOR WALLS, AND TO THE CENTERLINE OF COMMON WALLS. INTERIOR STAIRWAYS ARE INCLUDED IN THE FLOOR AREA OF THE LOWER LEVEL ONLY. THIS IS DONE TO MATCH THE ASSESSOR'S OFFICE FLOOR AREAS AS THEY CALCULATE THEM. THE ACTUAL UNIT BOUNDARIES ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM.

**LEGEND**

- (R) RECORD DISTANCE OR AZIMUTH
- POTENTIAL ADDITIONAL CONDOMINIUM UNIT (UNIT 1085)



**Engineering and Surveying Inc.**  
 1091 Stoneridge Drive • Bozeman, MT 59718  
 Phone (406) 587-1115 • Fax (406) 587-9768  
 www.chengineers.com • info@chengineers.com

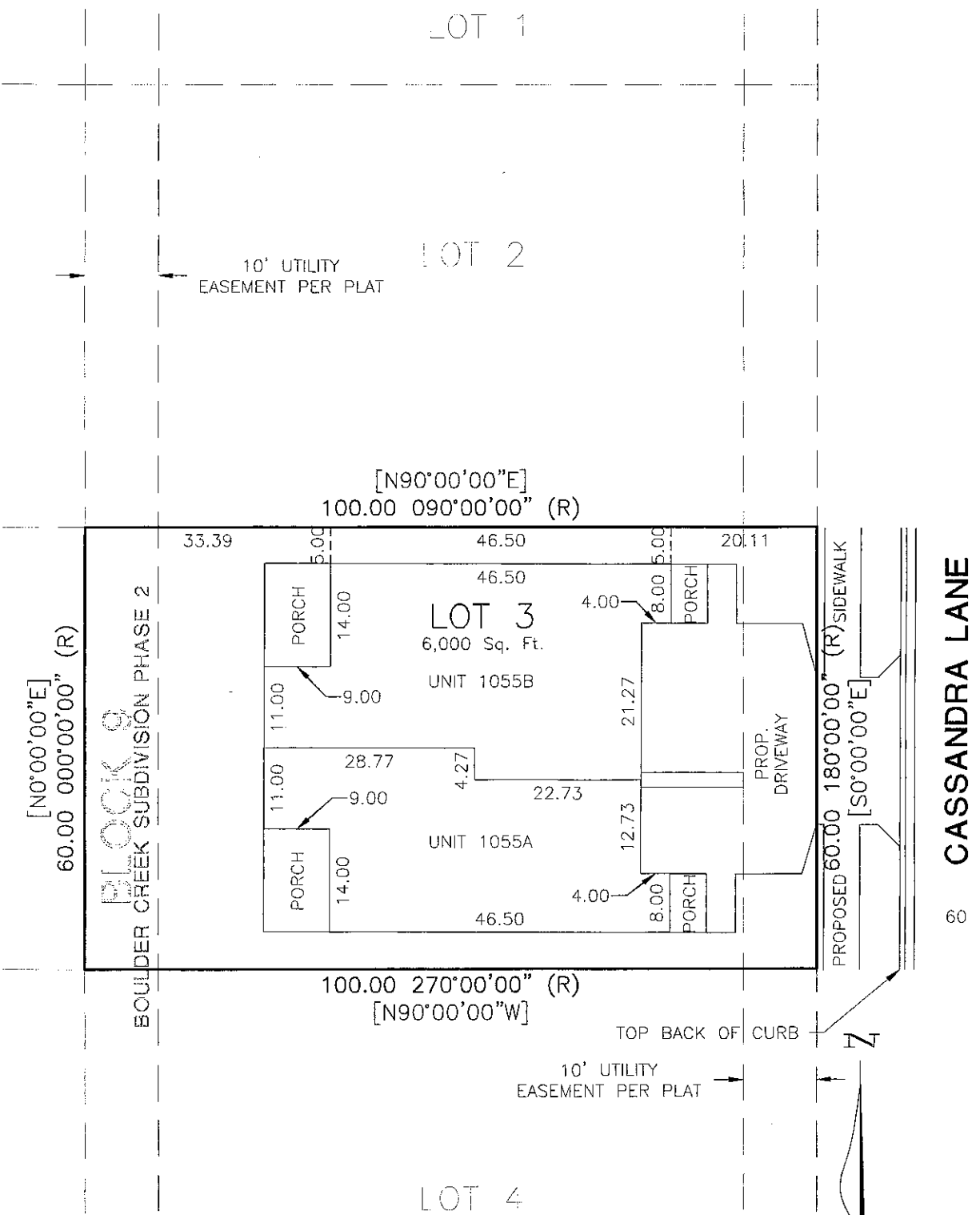
# EXHIBIT A-1

MEASURED BY: KL 2019.04.18

## SITE PLAN PAUL SON CONDOMINIUM 1055 CASSANDRA LANE

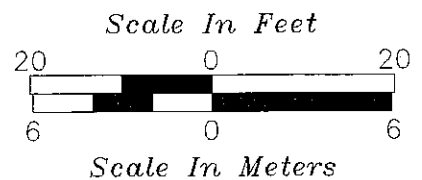
### LEGAL DESCRIPTION

LOT 3, BLOCK 9, AM. BOULDER CREEK SUBD. PH. 2 [CORRECTION PLAT J-622A]  
LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
BOZEMAN, MONTANA



### NOTES

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
2. UNIT AREAS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE EXTERIOR SURFACE OF THE STUD WALLS ON EXTERIOR WALLS, AND TO THE CENTERLINE OF COMMON WALLS. INTERIOR STAIRWAYS ARE INCLUDED IN THE FLOOR AREA OF THE LOWER LEVEL ONLY. THIS IS DONE TO MATCH THE ASSESSOR'S OFFICE FLOOR AREAS AS THEY CALCULATE THEM. THE ACTUAL UNIT BOUNDARIES ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM.



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www.chengineers.com • info@chengineers.com

UNIT AREA, 1055 CASSANDRA LANE			
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1055A	1,096 SF	1,000 SF	2,096 SF
UNIT 1055B	1,291 SF	1,000 SF	2,291 SF
TOTAL	2,387 SF	2,000 SF	4,387 SF

**EXHIBIT A-1**  
**SITE PLAN**  
**PAUL SON CONDOMINIUM**  
**1060 CASSANDRA LANE**

MEASURED BY: KL 2019.04.18

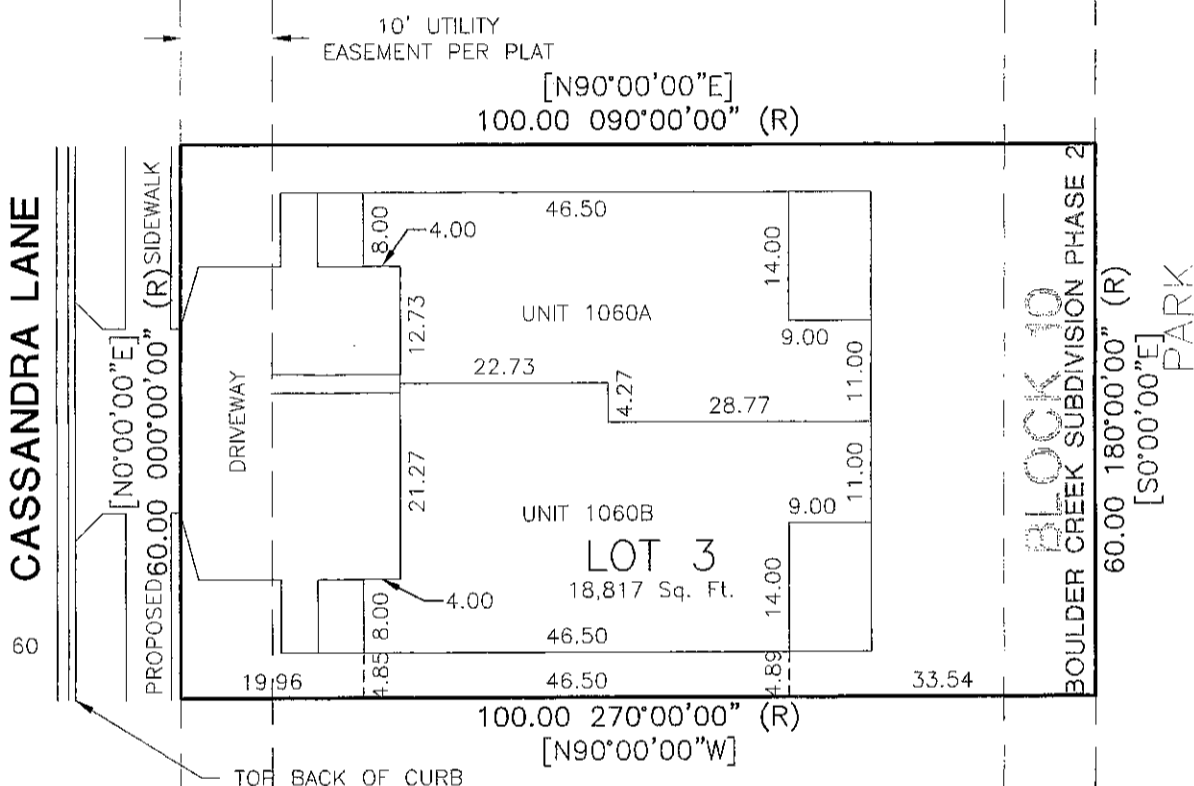
**LEGAL DESCRIPTION**

LOT 3, BLOCK 10, BOULDER CREEK SUBD. PH. 2 [PLAT J-622]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA

LOT 1

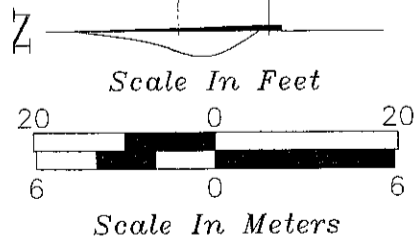
LOT 2

LOT 4



**NOTES**

- ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
- UNIT AREAS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE EXTERIOR SURFACE OF THE STUD WALLS ON EXTERIOR WALLS, AND TO THE CENTERLINE OF COMMON WALLS. INTERIOR STAIRWAYS ARE INCLUDED IN THE FLOOR AREA OF THE LOWER LEVEL ONLY. THIS IS DONE TO MATCH THE ASSESSOR'S OFFICE FLOOR AREAS AS THEY CALCULATE THEM. THE ACTUAL UNIT BOUNDARIES ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM.



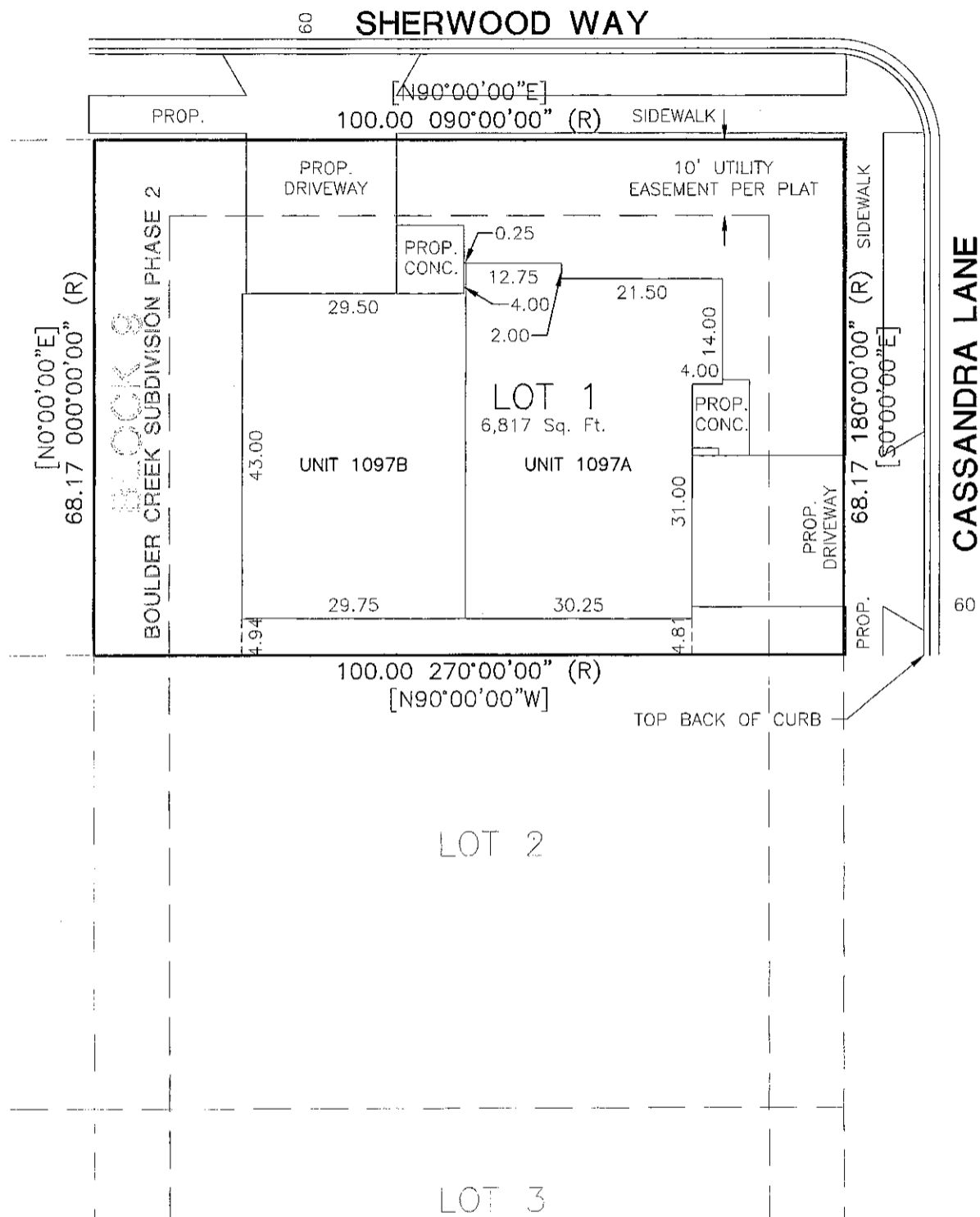
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 Phone (406) 587-1115 • Fax (406) 587-9768  
 www.chengineers.com • info@chengineers.com

	UNIT AREA, 1060 CASSANDRA LANE		
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1060A	1,096 SF	1,062 SF	2,158 SF
UNIT 1060B	1,291 SF	1,062 SF	2,353 SF
TOTAL	2,387 SF	2,124 SF	4,511 SF

**EXHIBIT A-1**  
**SITE PLAN**  
**PAUL SON CONDOMINIUM**  
**1097 CASSANDRA LANE**

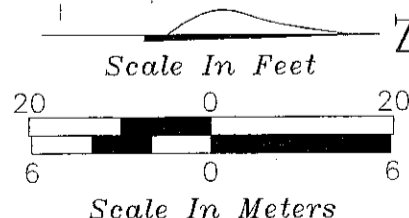
**LEGAL DESCRIPTION**

LOT 1, BLOCK 9, BOULDER CREEK SUBD. PH. 2 [PLAT J-622]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
2. UNIT AREAS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE EXTERIOR SURFACE OF THE STUD WALLS ON EXTERIOR WALLS, AND TO THE CENTERLINE OF COMMON WALLS. INTERIOR STAIRWAYS ARE INCLUDED IN THE FLOOR AREA OF THE LOWER LEVEL ONLY. THIS IS DONE TO MATCH THE ASSESSOR'S OFFICE FLOOR AREAS AS THEY CALCULATE THEM. THE ACTUAL UNIT BOUNDARIES ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM.



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UNIT AREA, 1097 CASSANDRA LANE			
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1097A	1,280 SF	1,008 SF	2,288 SF
UNIT 1097B	1,143 SF	1,023 SF	2,166 SF
TOTAL	2,423 SF	2,031 SF	4,454 SF

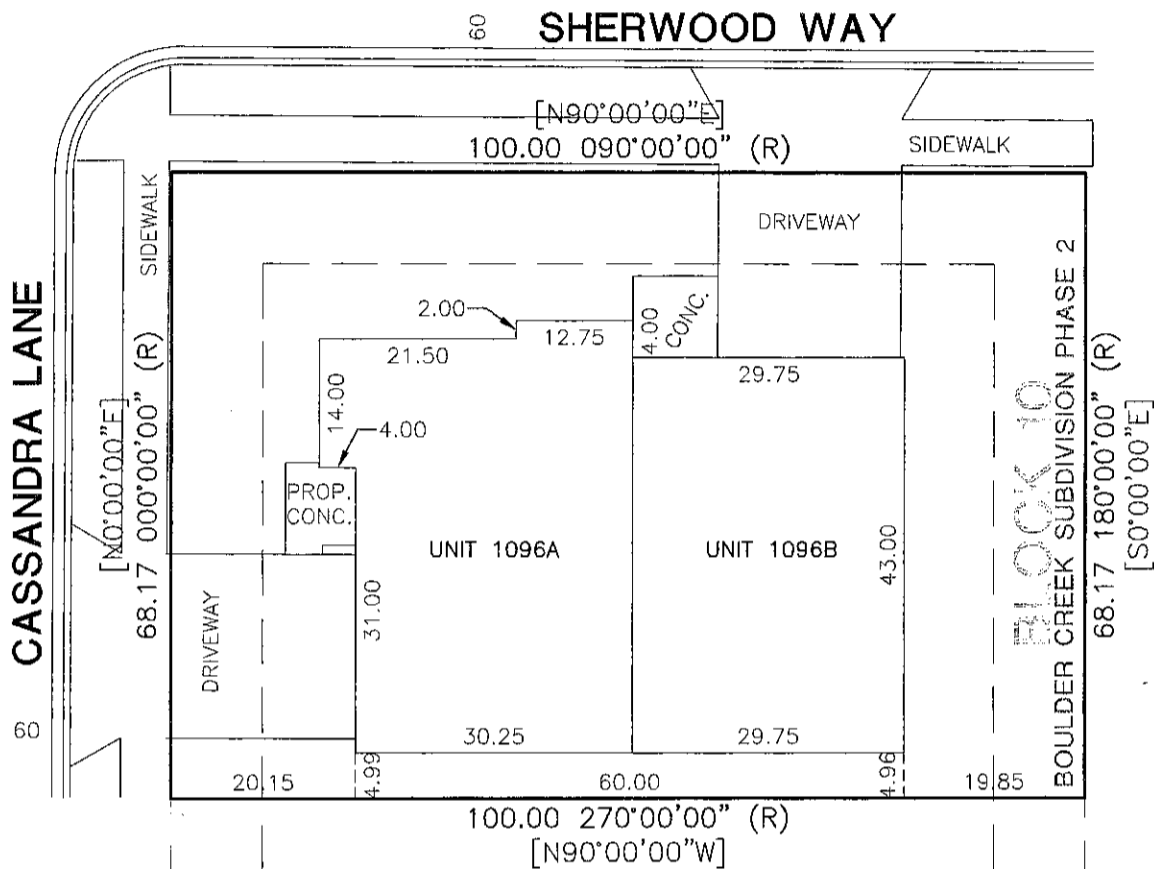
# EXHIBIT A-1

MEASURED BY: KL 2019.04.18

## SITE PLAN PAUL SON CONDOMINIUM 1096 CASSANDRA LANE

### LEGAL DESCRIPTION

LOT 1, BLOCK 10, BOULDER CREEK SUBD. PH. 2 [PLAT J-622]  
LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
BOZEMAN, MONTANA



10' UTILITY  
EASEMENT PER PLAT

LOT 2

N

### NOTES

- ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
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Scale In Feet



Scale In Meters



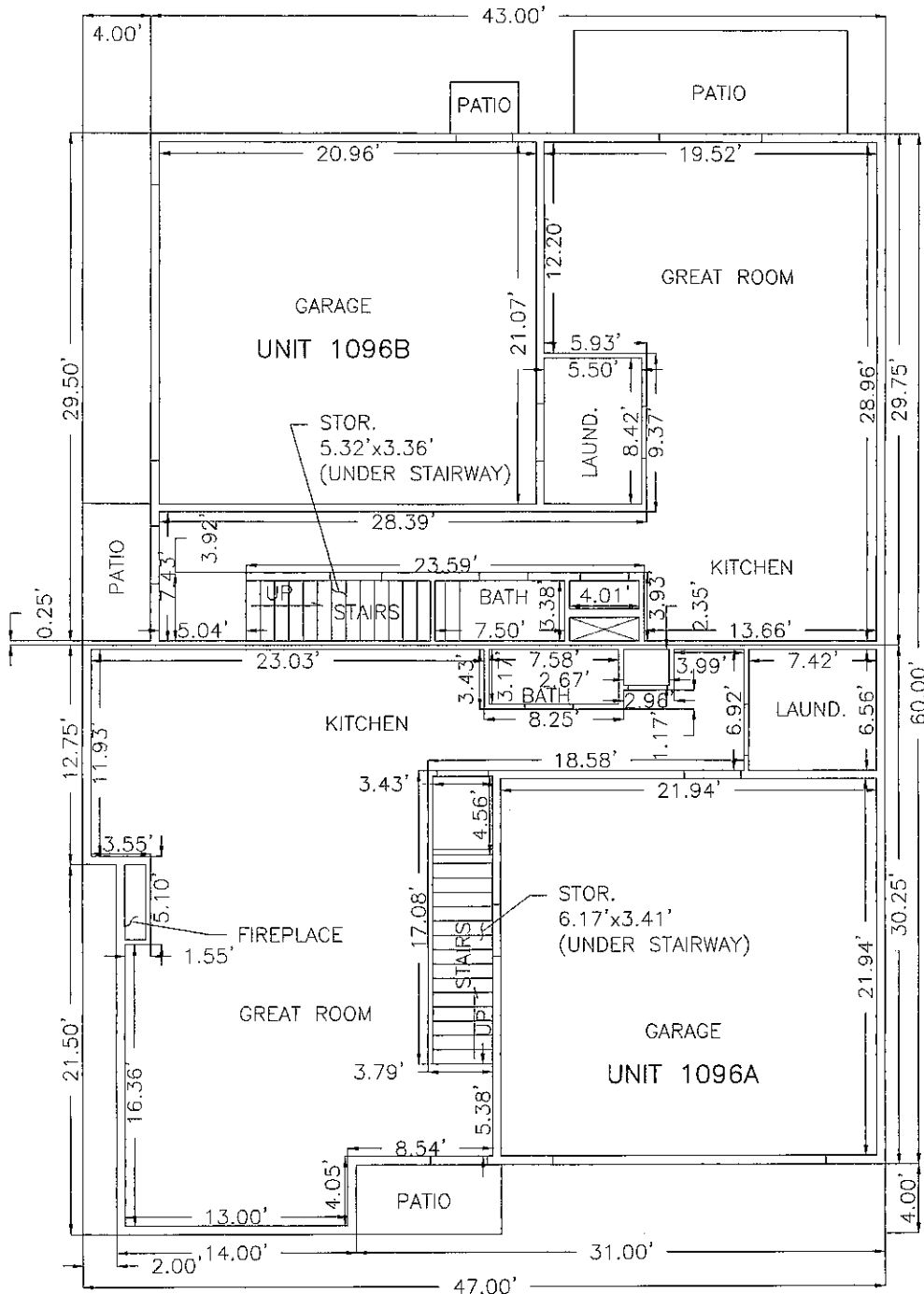
UNIT AREA, 1096 CASSANDRA LANE			
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1096A	1,143 SF	1,008 SF	2,151 SF
UNIT 1096B	1,280 SF	1,023 SF	2,303 SF
TOTAL	2,423 SF	2,031 SF	4,454 SF

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**EXHIBIT F**  
**FIRST FLOOR PLAN**  
**PAUL SON CONDOMINIUM**  
**1096 CASSANDRA LANE**

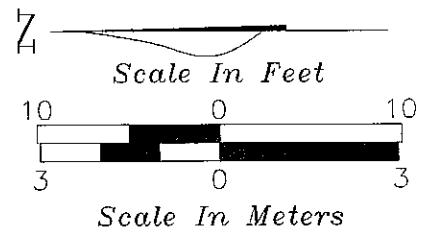
**LEGAL DESCRIPTION**

LOT 1, BLOCK 10, BOULDER CREEK SUBD. PH. 2 [PLAT J-622]  
LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
BOZEMAN, MONTANA



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
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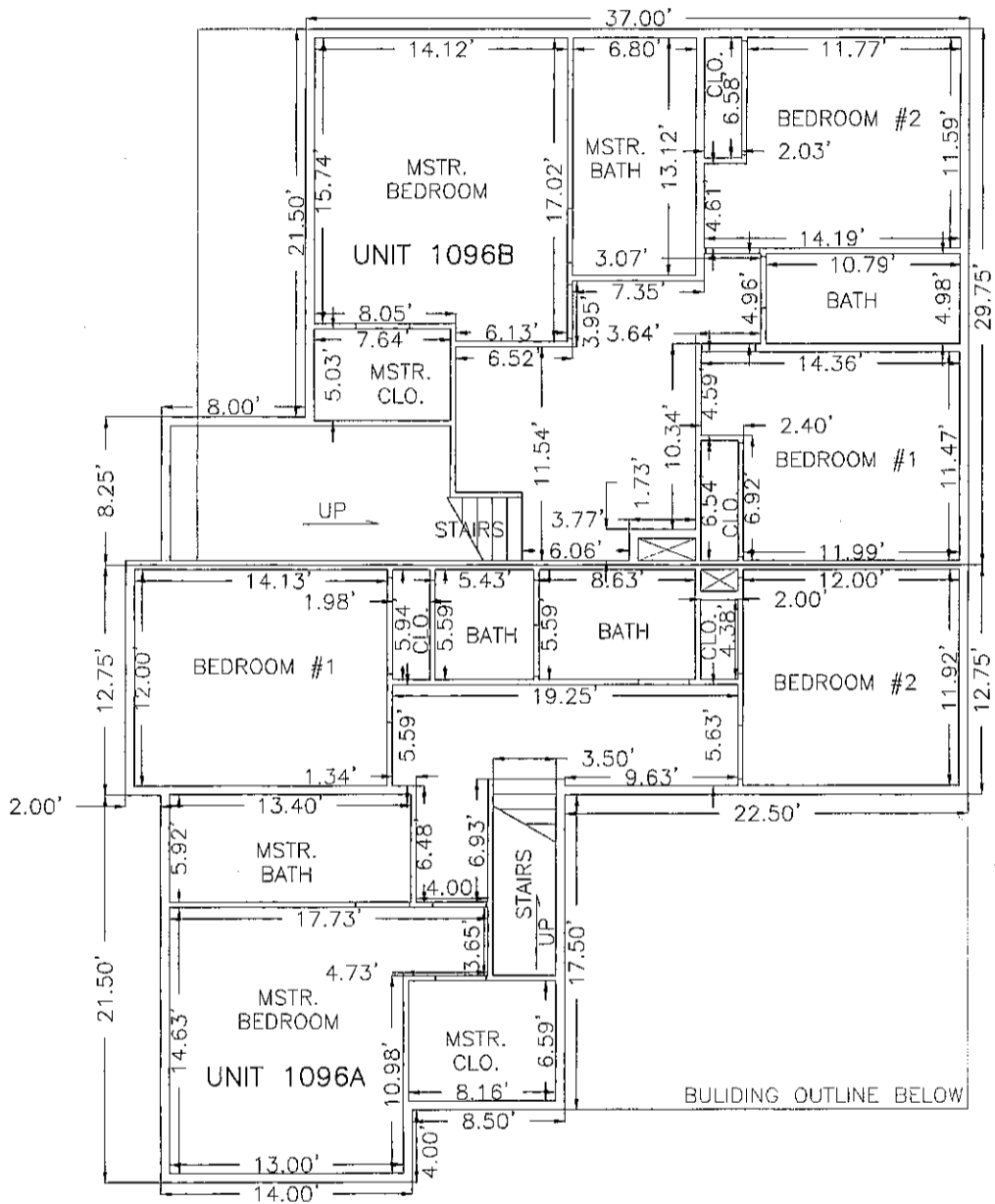
UNIT AREA, 1096 CASSANDRA LANE			
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1096A	1,443 SF	1,010 SF	2,453 SF
UNIT 1096B	1,279 SF	1,026 SF	2,305 SF
<b>TOTAL</b>	<b>2,722 SF</b>	<b>2,036 SF</b>	<b>4,758 SF</b>

MEASURED BY: NM 2019.04.05  
 NM 2019.04.08

**EXHIBIT F**  
**SECOND FLOOR PLAN**  
**PAUL SON CONDOMINIUM**  
**1096 CASSANDRA LANE**

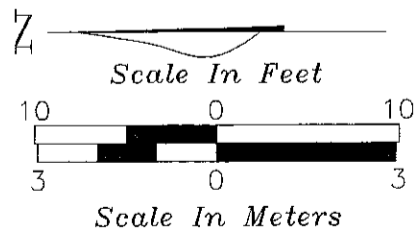
**LEGAL DESCRIPTION**

LOT 1, BLOCK 10, BOULDER CREEK SUBD. PH. 2 [PLAT J-622]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
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	UNIT AREA, 1096 CASSANDRA LANE		
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 1096A	1,443 SF	1,010 SF	2,453 SF
UNIT 1096B	1,279 SF	1,026 SF	2,305 SF
TOTAL	2,722 SF	2,036 SF	4,758 SF

BOZEMAN MT

Community Development

# CONDOMINIUM REVIEW DECISION

## APPLICATION

Date: 11/26/2019

Number of Units total / this phase: 8 du / 2 du

File Number: 19-451

Original Project File number, if applicable:

Condominium Name: Paul Son Condominium

Legal Description: Lots 1 and 3 in Block 9, and Lots 1 and 3 in Block 10, of the plot of Boulder Creek Subdivision, Phase 2, located in the S 1/2 of Section 4, Township 2S, Range 5E, P.M.M., City of Bozeman, Gallatin County, Montana.

## STATUTE

**"76-3-203. Exemption for certain condominiums.** Condominiums constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

- (1) the approval of the original subdivision of land expressly contemplated the construction of the condominiums and any applicable park dedication requirements in 76 -3-621 are complied with; or
- (2) the condominium proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect."

## FINDINGS

Per the above statute, the Department of Community Development finds the condominium development noted above meets the Subdivision & Platting Act (SPA) and Sanitation in Subdivision Act (SiS) by:

- SPA) Does not require subdivision review and has satisfied the exemption criteria.
- SPA) Has completed review as a subdivision.
- SiS) A municipal facilities exemption has been granted (see attached).
- SiS) Exempt from Sanitation Review per:

## DIRECTOR SIGNATURE



Martin Matsen, AICP, Director, City of Bozeman Department of Community Development

## CONTACT US

Alfred M. Stiff Professional Building  
20 East Olive Street 59715 (FED EX and UPS Only)  
PO Box 1230  
Bozeman, MT 59771

phone 406-582-2260  
fax 406-582-2263  
planning@bozeman.net  
www.bozeman.net



Upon Recording, please  
return to:

Jennings Law Office, P.C.  
517 South 22<sup>nd</sup> Avenue, Suite 3  
Bozeman, Montana 59718

↓

**AMENDMENT TO DECLARATION FOR  
PAUL SON CONDOMINIUM**

The Declarants, PAUL SON PROJECTS, LLC, a Montana limited liability company, of 4535 Valley Commons Drive, Unit 202, Bozeman, Montana 59718 and ROSA-JOHNSON DEVELOPMENT, LLC, which acquired title as Four Corners Construction, LLC, a Montana limited liability company, whose mailing address is 2264 Jackrabbit Lane, Unit B, Bozeman, Montana, 59718, do hereby adopt the following amendment to the Declaration for Paul Son Condominium, which was recorded on May 14, 2019, as document number 2644733, records of Gallatin County, Montana (the "Declaration").

**RECITALS**

1. In accordance with the terms of Article V of the Declaration, the Declarants are authorized to expand the condominium with the inclusion of additional lots, one of which is Lot 7 of Block 10 of Boulder Creek Subdivision, Phase 2, Bozeman, Montana.
2. By the terms of this Amendment, the Declarants wish to include the two unit building located on Lot 7 of Block 10 of Boulder Creek Subdivision, Phase 2, Bozeman, Montana, into the condominium.

Therefore, the Declarants do declare that the above-described Declaration is amended as follows:

1. Article II.1. of the Declaration referenced above, shall be deleted in its entirety and the following substituted in its place:
  1. Description. The real property which is by this Declaration submitted and subject to the Unit Ownership Act and which will constitute the condominium is described as follows:

Lot 3 in Block 9 of Correction Plat of Boulder Creek Subdivision, Phase 2, located in the S½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622A]

and

Lots 1, 3 **and** 7 in Block 10, and Lot 1 in Block 9 of the Plat of Boulder Creek Subdivision, Phase 2, located in the S½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622]

These units are for residential purposes only.

The condominium consists of five buildings each housing two units, but the condominium may be expanded to include additional four units in two additional buildings, in accordance with the Plan of Development stated below in Article V. The Declarants shall not be obligated to annex additional property or to build additional buildings, but may do so in their discretion. Only those Units specifically annexed shall be part of the condominium.

Health Requirement Compliance: On October 11, 2019, a document titled “Boulder Creek Subdivision, Phase 2 Affidavit of Compliance with Sewer, Water and Storm Drainage Requirements” was recorded in the office of the Gallatin County Clerk and Recorder as document no 2661042, and re-recorded on October 22, 2019, as document no. 2662166. Attached to the Affidavit is a capacity letter from the City of Bozeman, Montana, dated June 25, 2015, stating that the City of Bozeman has the capacity to provide municipal services to Boulder Creek Subdivision, Phase 2, and the Municipal Facilities Exclusion letter from the Montana Department of Environmental Quality for Boulder Creek Subdivision. The Affidavit establishes that the property described above is approved as a two-household lot and that the City of Bozeman Director of Public Works has certified that the City of Bozeman has the capacity to meet the health requirements of §76-4-122, MCA for the Boulder Creek Subdivision, Phase 2, including the lot described in paragraph 1 immediately above.

2. Article II.5. of the Declaration referenced above, shall be deleted in its entirety and the following substituted in its place:
  5. Buildings: The living Units initially comprising the condominium are located in five (5) buildings, containing ten (10) Units. Each of the Units consists of a main level, including a one- or two-car garage, and an upper level, as shown on the floor plans. Each of the units contains approximately 2096-2353 square feet of living space. Single car garages are approximately 287 square feet and two-car garages are approximately 480 square feet.

3. Article IV.1. of the Declaration referenced above, shall be deleted in its entirety and the following substituted in its place:

1. Percentage of Interest: Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his or her Unit and an undivided interest in the general common elements of the Paul Son Condominium as set forth below. Such percentage represents his or her ownership interest in the general common elements, his or her liability for common expenses and taxes, and the voting interests of the Unit Owner or Owners in all matters concerning the Owners' Association, as set forth below. Other than the garages, each of the Units is the same size, has the same features and was constructed at approximately the same time as the other Units. Therefore, each of the Units shall be deemed to have the same approximate value and the percentage of interest for each unit shall be the same. The initial Units and their percentages of interest are as follows:

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
964A	10.0%
964B	10.0%
1055A	10.0%
1055B	10.0%
1060A	10.0%
1060B	10.0%
1096A	10.0%
1096B	10.0%
1097A	10.0%
1097B	10.0%

Exhibits: The Paul Son Condominium consist of the real property described above, and a total of ten (10) separate Condominium Units as shown on the floor plans for the condominium. For identification and descriptive purposes the following Exhibits are, by this reference, attached hereto and incorporated into and made a part of this Declaration:

Exhibit A-1: Showing the site plan of the Paul Son Condominium and the location of the buildings containing the condominium units on the property and the common elements for the condominium. Exhibit A-1 shall constitute the site plan for the condominium.

Exhibit E: Showing the floor plans for each of the Units of the current phase

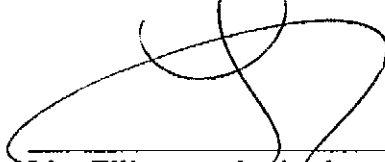
of the Paul Son Condominium, the area of each, the dimensions and the designation for each Unit at 964 Cassandra Lane.

All previous floor plans attached to the Declaration described above are hereby included by this reference as if they were included in their entirety in this Amendment.

- 4. Except as modified, altered or amended by the provisions of this Amendment, the Declaration described above shall remain in full force and effect.

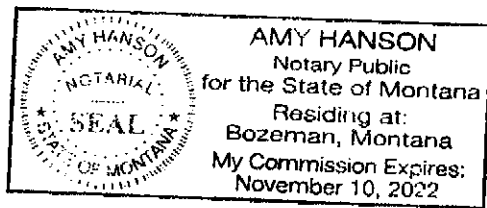
IN WITNESS WHEREOF, this Amendment is executed this 12<sup>th</sup> day of June 2020.


PAUL SON PROJECTS, LLC

  
 \_\_\_\_\_  
 Lisa Ellison, authorized representative

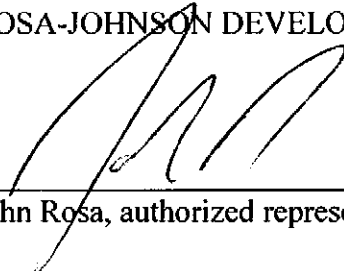
STATE OF MONTANA     )  
   : ss.  
 County of Gallatin     )

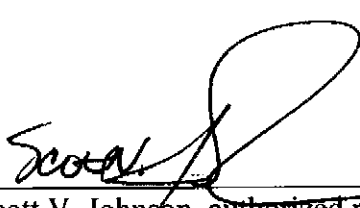
This instrument was executed before me this 12<sup>th</sup> day of June 2020, by Lisa Ellison, authorized representative of Paul Son Projects, LLC.



  
 \_\_\_\_\_  
 Notary Public for the State of Montana  
 Printed name: Amy Hanson  
 Residing at Bozeman, Montana  
 My Commission Expires: November 10, 2022

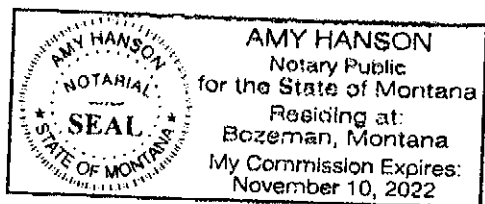
ROSA-JOHNSON DEVELOPMENT, LLC

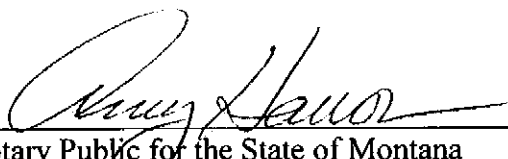
  
\_\_\_\_\_  
John Rosa, authorized representative

  
\_\_\_\_\_  
Scott V. Johnson, authorized representative

STATE OF MONTANA     )  
  :SS  
County of Gallatin     )

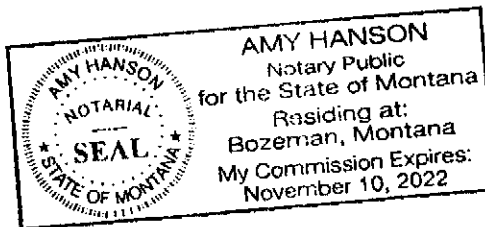
This instrument was acknowledged before me on this 26<sup>th</sup> day of June 2020, by John Rosa, authorized representative of Rosa-Johnson Development, LLC

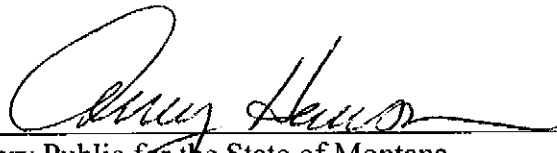


  
\_\_\_\_\_  
Notary Public for the State of Montana  
Printed name: Amy Hanson  
Residing at Bozeman, Montana  
My Commission expires: November 10, 2022

STATE OF MONTANA     )  
  :SS  
County of Gallatin     )

This instrument was acknowledged before me on this 5<sup>th</sup> day of June 2020, by Scott V. Johnson, authorized representative of Rosa-Johnson Development, LLC



  
\_\_\_\_\_  
Notary Public for the State of Montana  
Printed name: Amy Hanson  
Residing at Bozeman, Montana  
My Commission expires: November 10, 2022

# BOZEMAN MT

Community Development

## CONDOMINIUM REVIEW DECISION

### APPLICATION

Date: 07/22/2020

File Number:

20-196

Original Project File

Number,

If applicable:

NA

Condominium

Name:

Paul Son Condominiums 3rd Declaration

Legal

Description:

964 Cassandra Lane, Lot 7, Block 10, Boulder Creek Subdivision Phase 2, Located in Sec. 04, T. 2 S, R. 5 E. of P.M.M., City of Bozeman, Gallatin County, Montana.

### STATUTE

Senate Bill 527 amending §76-3-203, M.C.A. was signed into law on April 17, 2007. This bill revised the exemption for the creation of new condominiums from the Subdivision and Platting Act. The amendment had an immediate effective date. The text of the amended section is now as follows:

**Section 1.** Section 76-3-203, M.C.A., is amended to read:

**“76-3-203. Exemption for certain condominiums.** Condominiums constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

- (1) the approval of the original subdivision of land expressly contemplated the construction of the condominiums and any applicable park dedication requirements in 76-3-621 are complied with; or
- (2) the condominium proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.”

### FINDINGS

Pursuant to the above statute, the Department of Community Development has determined that the condominium development noted above:

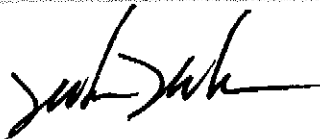


Does not require subdivision review and has satisfied the exemption criteria.



Has completed review as a subdivision.

### DIRECTOR SIGNATURE



Martin Matsen, AICP, Director, City of Bozeman Department of Community Development

### CONTACT US

Alfred M. Stiff Professional Building  
20 East Olive Street 59715 (FED EX and UPS Only)  
PO Box 1230  
Bozeman, MT 59771

phone 406-582-2260  
fax 406-582-2263  
planning@bozeman.net  
www.bozeman.net

ENGINEER'S CERTIFICATE

The undersigned, being a duly registered engineer and land surveyor in the State of Montana, herewith certifies the following:

That pursuant to the provisions of MCA 70-23-306(2), the floor plans for Units 964A and 964B of Paul Son Condominium Phase 3, located on:

Lot 7 in Block 10 of the Plat of Boulder Creek Subdivision, Phase 2, located in the S½ of Section 4, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. [Plat No. J-622]

as duly filed with the Amended Declaration thereof, fully and accurately depict the layout, location, unit designation, and dimensions of each unit, as built.

Dated JUNE 11, 2020



Registered Engineer

Registration No. 9518-ES



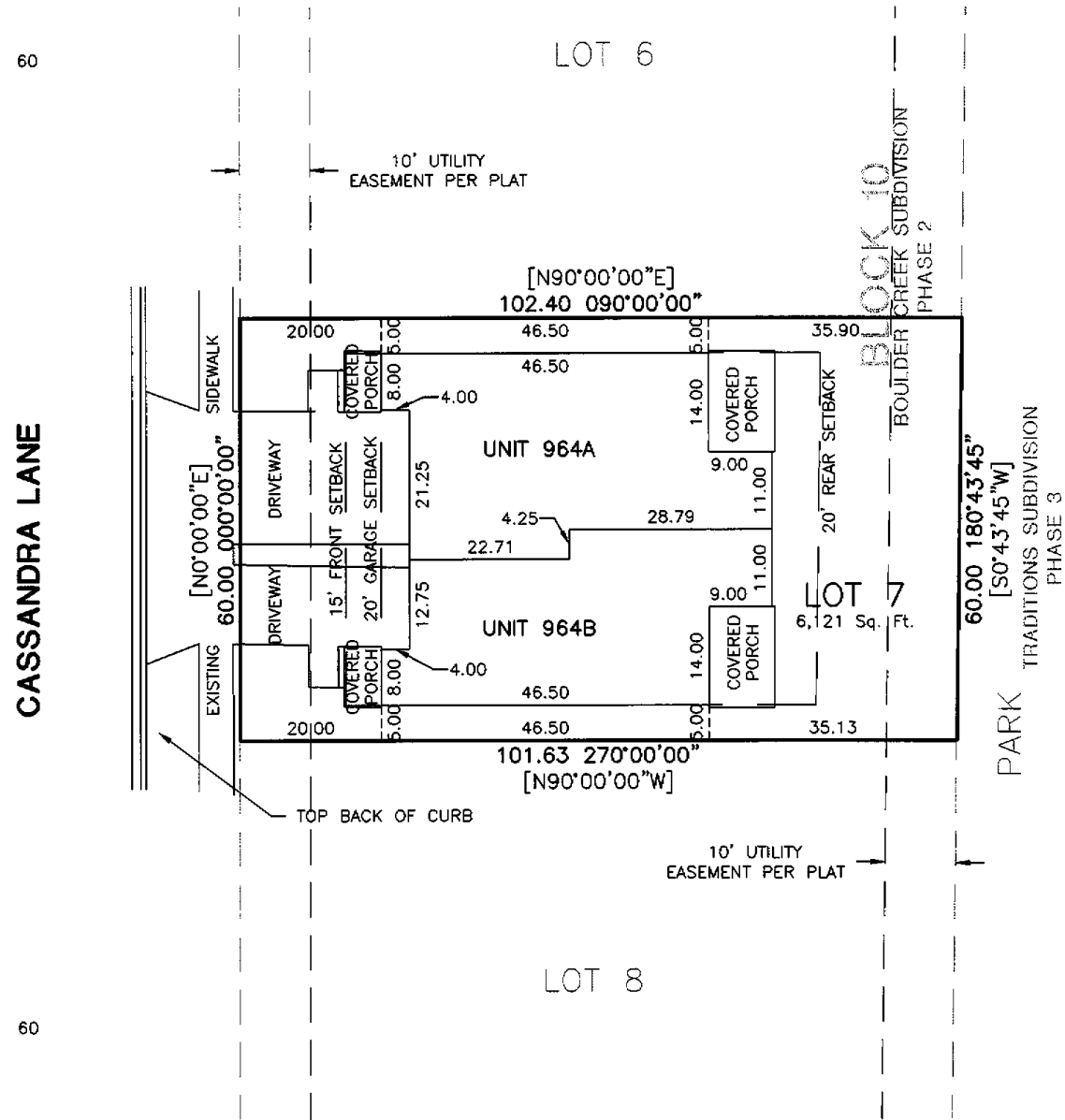
# EXHIBIT A

MEASURED BY: KL/JG 2020.06.10  
BOOK 160, PAGE 7

## SITE PLAN PAUL SON CONDOMINIUM PHASE 3

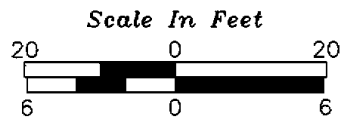
### LEGAL DESCRIPTION

LOT 7, BLOCK 10, BOULDER CREEK SUBDIVISION PH. 2  
[PLAT J-622].  
LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
BOZEMAN, MONTANA



### NOTES

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
2. UNIT AREAS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE EXTERIOR SURFACE OF THE STUD WALLS ON EXTERIOR WALLS, AND TO THE CENTERLINE OF COMMON WALLS. INTERIOR STAIRWAYS ARE INCLUDED IN THE FLOOR AREA OF THE LOWER LEVEL ONLY. THIS IS DONE TO MATCH THE ASSESSOR'S OFFICE FLOOR AREAS AS THEY CALCULATE THEM. THE ACTUAL UNIT BOUNDARIES ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM.



Engineering and Surveying Inc.  
1091 Stoneridge Drive • Bozeman, MT 59718  
Phone (406) 587-1115 • Fax (406) 587-9768  
www.chengineers.com • info@chengineers.com

UNIT AREAS, Paul Son Condominium Phase 3

	1st FLOOR	2nd FLOOR	TOTAL
UNIT 964A	1,290 SF	957 SF	2,247 SF
UNIT 964B	1,097 SF	957 SF	2,054 SF
TOTAL	2,387 SF	1,914 SF	4,301 SF



# EXHIBIT B

## FIRST FLOOR PLAN

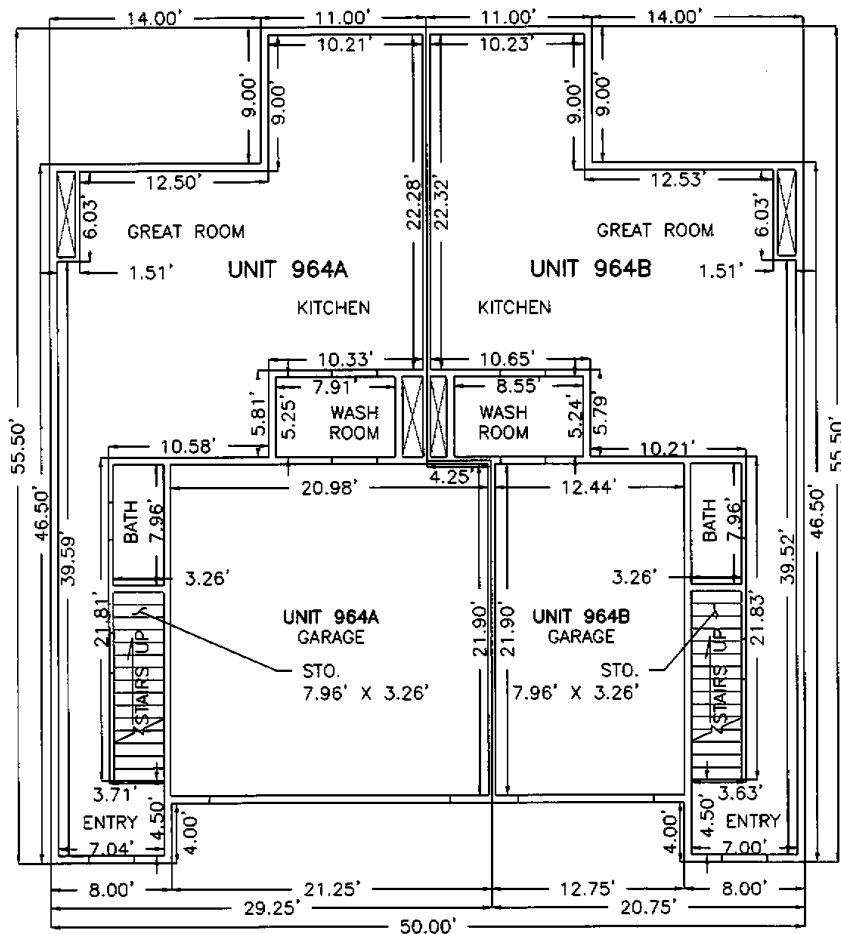
### PAUL SON CONDOMINIUM PHASE 3

**LEGAL DESCRIPTION**

LOT 7, BLOCK 10, BOULDER CREEK SUBDIVISION PH. 2  
 [PLAT J-622]  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA

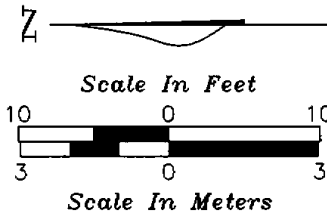
**BUILDING ADDRESS**

964 Cassandra Lane  
 Bozeman, MT 59718



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
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UNIT AREAS, Paul Son Condominium Phase 3			
	1st FLOOR	2nd FLOOR	TOTAL
UNIT 964A	1,290 SF	957 SF	2,247 SF
UNIT 964B	1,097 SF	957 SF	2,054 SF
<b>TOTAL</b>	<b>2,387 SF</b>	<b>1,914 SF</b>	<b>4,301 SF</b>

# EXHIBIT B

## SECOND FLOOR PLAN

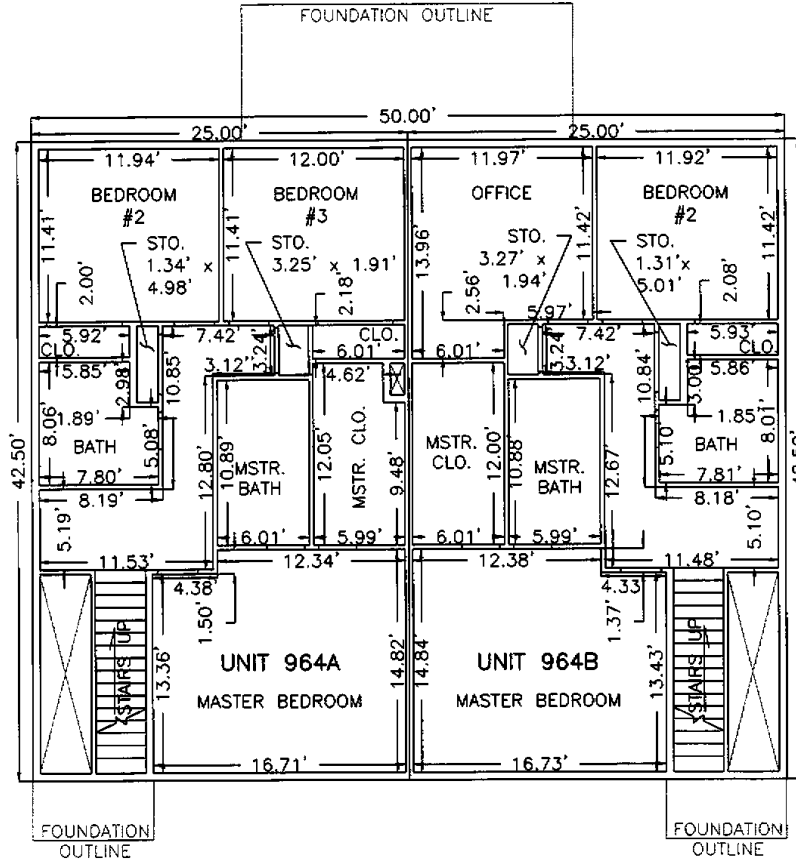
### PAUL SON CONDOMINIUM PHASE 3

**LEGAL DESCRIPTION**

LOT 7, BLOCK 10, BOULDER CREEK SUBDIVISION PH. 2  
 [PLAT J-622].  
 LOCATED IN SE 1/4, SEC. 4, T. 2 S., R. 5 E. OF P.M.M.,  
 BOZEMAN, MONTANA

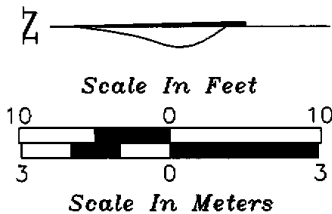
**BUILDING ADDRESS**

964 Cassandra Lane  
 Bozeman, MT 59718



**NOTES**

1. ALL SIDEWALKS, STOOPS, DRIVEWAYS, PATIOS, PORCHES, DECKS AND ATTICS ARE LIMITED COMMON ELEMENTS ALLOCATED TO UNITS THEY ARE ADJACENT TO.
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**UNIT AREAS, Paul Son Condominium Phase 3**

	1st FLOOR	2nd FLOOR	TOTAL
UNIT 964A	1,290 SF	957 SF	2,247 SF
UNIT 964B	1,097 SF	957 SF	2,054 SF
<b>TOTAL</b>	<b>2,387 SF</b>	<b>1,914 SF</b>	<b>4,301 SF</b>