

MTE
MONTANA TITLE AND ESCROW
ORDER # MA-20534

2576489

Page: 1 of 49 04/06/2017 01:16:13 PM Fee: \$353.00
Charlotte Mills - Gallatin County, MT MISC

After recording, please return to:
Waterside Commercial Condominium Owners Association
c/o Minnick Management, Inc.
PO Box 1862
Bozeman, MT 59771

RESTATED DECLARATION AND RESTATED BYLAWS

for

WATERSIDE COMMERCIAL CONDOMINIUMS

RESTATED DECLARATION FOR WATERSIDE COMMERCIAL CONDOMINIUMS

THIS RESTATED DECLARATION FOR WATERSIDE CONDOMINIUMS ("Restated Declaration") and the RESTATED BYLAWS OF WATERSIDE COMMERCIAL CONDOMINIUM OWNERS ASSOCIATION ("Restated Bylaws") filed herewith are hereby made, adopted, and declared by DARREL G. BRIESE, SHIRLEY A. BRIESE, JOHN P. CARLSON, CHERYL A. CARLSON, P. HAROLD WALLAR and ELLA MAE WALLAR, Trustees of The Wallar Family Trust dated December 21, 2004, CDJK PROPERTIES LLC, PETE, LLC, CWD PROPERTIES, LLC, DYKSTRA FAMILY LIMITED PARTNERSHIP, and ARTHUR W. GIEBEL, as all of the Unit Owners of WATERSIDE COMMERCIAL CONDOMINIUMS this 23 day of MARCH, 2017.

This Restated Declaration and the Restated Bylaws replace and supercede, in its entirety, that certain Condominium Declaration and By-Laws for Waterside Commercial Condominiums recorded May 24, 2005 as Document No. 2188642 in the office of the Clerk and Recorder of Gallatin County, Montana, as amended by Amendment to Declaration for Waterside Commercial Condominium recorded February 3, 2016 as Document No. 2536910, all in the office of the Clerk and Recorder of Gallatin County, Montana.

The property subject to this Restated Declaration is known as WATERSIDE COMMERCIAL CONDOMINIUMS. The current address of WATERSIDE COMMERCIAL CONDOMINIUMS is 129 Village Drive, Belgrade, Montana 59714. The lands and property hereinafter described are submitted to the provisions of Chapter 23, Title 70, MCA, also known as the "Unit Ownership Act" as a condominium.

I.

DEFINITIONS

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

1. Aggregate Voting shall mean the entire number of votes or persons present or available to vote in person or by proxy in a particular circumstance.
2. Association or WATERSIDE COMMERCIAL CONDOMINIUMS OWNERS ASSOCIATION shall mean all of the Unit Owners acting as a group and in accordance with duly adopted Restated Bylaws and this Restated Declaration.
3. Board or Board of Directors shall mean the Board of Directors of the Association as more particularly defined in the Restated Bylaws.
4. Building shall mean a multiple Unit building or buildings comprising a part of the property.
5. Bylaws or Restated Bylaws shall mean the Restated Bylaws promulgated by the Association under this Restated Declaration and the Unit Ownership Act.
6. Common Elements shall mean both General Common Elements and Limited Common Elements.
 - a. General Common Elements include all those elements which are for the use of all Unit Owners and guests of Unit Owners of WATERSIDE COMMERCIAL CONDOMINIUMS. Specifically included are: grounds surrounding the Buildings, the land on which the Buildings are located, paths, sidewalks and walkways, the parking areas on the Property or otherwise controlled by the Association, the elevator servicing the Building, any

irrigation system placed on the property for landscape maintenance, any portions of the Building designated on the floor plans as common to all Units, electrical, gas, telephone, water and sewer lines and connections serving all of the Units, landscaping, plants and other materials and improvements separate from and outside of the Building containing the Units, and other elements necessary for the safety, maintenance and existence of WATERSIDE COMMERCIAL CONDOMINIUMS in which each Unit Owner shall have his or her designated percentage of interest, as set forth in Article IV below.

b. Limited Common Elements as used in this Restated Declaration shall mean those Common Elements which are reserved for the use of fewer than all of the Owners and guests of Unit Owners of WATERSIDE COMMERCIAL CONDOMINIUMS, to the exclusion of other such Owners and guests. As to any given Unit Owner or Owners, Limited Common Elements shall mean the Common Elements which are for the use of the Unit Owners and guests of that Unit in which the elements are located or situated on the real property known as WATERSIDE COMMERCIAL CONDOMINIUMS. Specifically included are: flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical, gas, cable television lines, hot and cold water pipes (all such utility pipes and lines are Limited Common Elements where they service only one or two Units; where they service all Units, they shall be General Common Elements), stairways, balconies, entrances, stoops, furnaces, patios, decks, driveways, boilers, hot water tanks, and fixtures, or other portions of the Building servicing only a particular Unit or less than all of the Units. The percentage of the separate Unit's interest in the Limited Common Elements shall be computed by determining the number of Units that have use of the Limited Common Elements and dividing that number into the total value of those Limited Common Elements.

7. Common Expenses shall mean expenses of administration, maintenance, repair or replacement of General Common Elements, expenses agreed upon as common by the Association of all Unit Owners, and expenses declared common by the Unit Ownership Act.
8. Declaration or Restated Declaration shall mean this document and all parts attached thereto or incorporated by reference.
9. Limited Expenses shall mean the expenses attributable to the maintenance, repair and replacement of Limited Common Elements, and are expenses only for Owners of Units within the respective Building for which the expenses are accrued.
10. Manager shall mean the manager, the Board of Directors, management corporation, or any other person or group of persons retained or appointed by the Association of Unit Owners for the purpose of conducting the day-to-day operations of WATERSIDE COMMERCIAL CONDOMINIUMS.
11. Property shall mean the land, Buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the provisions of the Unit Ownership Act.
12. Recording Officer shall mean the county officer charged with the duty of filing and recording deeds, mortgages and all other instruments or documents relating to this Restated Declaration and the property which is its subject.
13. Unit shall be the separate condominium Units of WATERSIDE COMMERCIAL CONDOMINIUMS and is a parcel of real property including and containing one or more rooms occupying one or more floors or a part or parts thereof, intended for any type of independent use, and with a direct exit

to a public street or highway or to a common area or areas leading to a public street or highway.

14. Unit Designation shall mean the combination of letters, numbers, or words which identifies the designated Units. Units are designated by Unit number and letter as: Unit 101, Unit 102, Unit 103, Unit 104, Unit 201A, Unit 201B, Unit 202, Unit 203A, Unit 203B, Unit 204A, Unit 204B, Unit 301A, Unit 301B, Unit 302, and Unit 303.
15. Unit Owner or Owners shall mean the person or persons owning a fee simple absolute, or one who is a co-owner in any real estate tenancy relationship that is recognized under the laws of the State of Montana, in one or more Units of WATERSIDE COMMERCIAL CONDOMINIUMS.

II.

REAL ESTATE

Description

The property which is by this Restated Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lot 5 in Block 20 of River Rock Subdivision, Phase 2A, located in the SW¼ of Section 3, Township 1 South, Range 4 East, P.M.M., 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 J-292]

The condominium Units of WATERSIDE COMMERCIAL CONDOMINIUMS consists of fifteen (15) separate Units, designated as Unit 101, Unit 102, Unit 103, Unit 104, Unit 201A, Unit 201B, Unit 202, Unit 203A, Unit 203B, Unit 204A, Unit 204B, Unit 301A, Unit 301B, Unit 302, and Unit 303.

The provisions of this Restated Declaration and the Restated Bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Restated Declaration and Restated Bylaws for WATERSIDE COMMERCIAL CONDOMINIUMS are in effect.

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of WATERSIDE COMMERCIAL CONDOMINIUMS, shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are contained in one (1) Building.

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 any 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.

Parking

Use and assignment of parking areas on the Property or any adjacent real property available to the WATERSIDE COMMERCIAL CONDOMINIUMS shall be pursuant to regulation of the Association provided that no assignment by the Association shall be made for the benefit of any Unit Owner which discriminates against another Unit Owner without the latter's consent. The Association may apportion available parking spaces based upon a Unit's percentage ownership interest in the Common Elements.

Unit Boundaries

Each Unit shall include the part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

a. Upper and Lower Boundaries: the upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1. Upper Boundary: the plane of the lowest surfaces of the ceiling joists of the uppermost floor for all Units.
2. Lower Boundary: the plane of the highest surface of the floor joists of the lowest floor for all Units.

b. Perimetrical Boundaries: the perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries;

1. Exterior Building Walls: the plane of the innermost interior surface of the exterior walls of the Buildings except that such boundary shall be extended so as to include within it all windows and doors in the Unit.
2. Interior Building Walls: the vertical planes of the centerline of the walls bounding a Unit extended to an intersection with other perimetrical boundaries. Where walls between Units are of varying thicknesses, the plane of the centerline of a boundary wall shall be the median line drawn between the two outermost boundaries of such wall.

III.

EASEMENT, COMMON ELEMENT-INTERIOR REMODELINGCommon Element Easements

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

Easement for Utilities

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

any action may reasonably be taken which is justified under the circumstances to minimize damage which would otherwise occur as a consequence of such emergency.

Interior Remodeling

Each Unit Owner shall have the exclusive right to paint, repaint, tile, wax, paper, panel, carpet, brick or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his or her own Unit, and the interior thereof, so long as such Owner does not affect the structural integrity of the Building in which his or her Unit is located.

IV.

OWNERSHIP AND VOTING - EXHIBITS - USE

Percentage of Interest

Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his or her Unit. Additionally, each Unit Owner shall have a percentage of undivided interest in the General Common Elements of WATERSIDE COMMERCIAL CONDOMINIUMS. Such percentage represents his or her ownership interest in the General Common Elements, his or her voting interest, and his or her liability for Common Expenses. The percentage of interest in the General Common Elements for the respective Owners shall be computed by taking the square footage of each Unit at the date of filing this Restated Declaration and dividing it by the total square footage of all the Units having an interest in the General Common Elements of WATERSIDE COMMERCIAL CONDOMINIUMS. Such percentage of interest owned by each of the Units in WATERSIDE COMMERCIAL CONDOMINIUMS shall be according to the percentages set forth below:

<u>UNIT NO.</u>	<u>SQUARE FOOTAGE[†]</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
101	1403 [†]	9.866%
102	1056 [†]	7.426%
103	1413 [†]	9.936%
104	1226 [†]	8.621%
201A	681 [†]	4.789%
201B	764 [†]	5.372%
202	1235 [†]	8.684%
203A	745 [†]	5.239%
203B	704 [†]	4.950%
204A	625 [†]	4.395%
204B	620 [†]	4.360%
301A	1016 [†]	7.144%
301B	760 [†]	5.344%
302	386 [†]	2.714%
303	1587 [†]	11.160%
TOTAL	[†]14,221	100.00%

[†] The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

Floor Plans and Exhibits

WATERSIDE COMMERCIAL CONDOMINIUMS consists of one (1) Building and the real property described in Article II above which contain a total of fifteen (15) separate WATERSIDE COMMERCIAL CONDOMINIUMS Units as shown on the floor plans. Attached hereto as Exhibit C is the Certificate of Floor Plans executed by a registered professional engineer and land surveyor in the State of Montana certifying that the floor plans render hand representation of the actual Units as built.

For identification and descriptive purposes the following Exhibits are attached and by reference hereto incorporated into and made a part of this Restated Declaration:

Exhibit A: showing the site plan of WATERSIDE COMMERCIAL CONDOMINIUMS and the location of the Building containing WATERSIDE COMMERCIAL CONDOMINIUMS Units on the Property.

Exhibit B: showing the floor plans for each of the Units of WATERSIDE COMMERCIAL CONDOMINIUMS, the square footage of each and designation for each Unit.

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, sheet rock and plywood for the interior, masonite, rock, wood and vinyl siding for exterior wall surfaces, carpet, wood, wood products, vinyl, or tile for the floors, and asphalt shingles for the roof of the Building.

Use

Units 101, 102, 103 and 104 on the lower floor of the WATERSIDE COMMERCIAL CONDOMINIUMS shall be restricted to professional offices, business headquarters, retail sales, and other similar commercial uses (subject to the limitations set forth in this Declaration) unless and until the governing body with jurisdiction amends the applicable zoning regulations to allow residential use of said Units, in which event said Units shall automatically be permitted for residential use without the need for further amendment to this Restated Declaration. All other Units within the WATERSIDE COMMERCIAL CONDOMINIUMS may be used for residential purposes and/or professional offices, business headquarters, retail sales, and other similar commercial uses subject to the limitations set forth in this Restated Declaration. The use of the General Common Elements shall be for the recreation and enjoyment of the Unit Owners, their guests, tenants, lessees and invitees. The Units and Common Elements shall be limited as follows:

- a. There shall be no obstruction of the Common Elements, nor shall anything be stored in or on the General Common Elements without the prior written consent of the Association. Each Owner shall be obligated to maintain and keep in good order and repair the interior of his or her own Unit.
- b. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste will be permitted on the Common Elements.
- c. Except for appropriate signs, as discussed under Miscellaneous below, Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a Building, and no awning, canopy,

radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior written consent of the Association.

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

e. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building, except as is otherwise provided herein.

f. No animals of any kind shall be raised, bred, or kept in any Unit, except that no more than a total of two (2) household pets may be kept in a Unit that is permitted for residential use subject to rules and regulations from time to time adopted or amended by the Association. All dogs must be kept on a leash while on the condominium property. Additionally, Unit Owners, their tenants, and any guests, shall be responsible for the immediate clean-up of any pet waste and the repair of any damage caused by pets to any of the Common Elements. Any pet which bites another animal or a human upon the premises shall be immediately and permanently removed unless it can be shown by clear and convincing evidence, as determined by the Board, that the animal was unreasonably provoked into such action. Failure to timely 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 fine shall become part of the assessments for that Unit. Failure to immediately pick up after an animal belonging to an occupant of the Unit on the common area will result in a \$25.00 fine for each offense, which shall also become a part of the assessment for that Unit, regardless of whether the offending animal is owned by the Unit Owner or by a tenant of the Unit. Failure of an Owner to adhere to pet regulations and requirements shall be grounds for the Association and other Unit Owners to maintain a nuisance action to remove the offending pet(s). The Association shall have the 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. In the event that an Owner leases his or her Unit to a person who has pets, the Owner of the Unit shall be responsible for the enforcement of the pet restrictions and rules, and any fines imposed shall be a charge against the Unit, for which the Association may obtain satisfaction in the same manner as if the Unit Owner failed to pay an assessment imposed against the Unit.

g. Nothing shall be altered or constructed in or removed from the Common Elements, and no easements, liens or encumbrances placed on the Common Elements, except upon the written consent of two-thirds ($\frac{2}{3}$) of the aggregate ownership interest of the Unit Owners affected by such action.

h. No junk, garbage, trash, equipment, parts, metals, lumber, debris, or other waste shall be allowed on the sidewalk or entrance for any Unit, nor on any Common Element. All garbage and trash requirements of any government agencies shall be observed.

i. Campers, trailers, boats and other recreational vehicles may only be brought onto the Property or onto any adjacent real property or street bordering the Property for loading and unloading for immediate use. No inoperable vehicles, and no campers, boats, recreational vehicles, or trailers, shall be left parked in the condominium parking areas or on any street bordering the Property for more than 24 hours at one time. Repeated parking of such vehicles or trailers is also prohibited. No one may reside in any recreational vehicles, trailers, or motor homes

upon the Property. Violators of this paragraph are subject to towing and fines levied by the Board in the Board's discretion.

j. No immoral, improper, or offensive use shall be made of the Property nor any part thereof, including, but not limited to, the sale, rental, or use of any type of pornographic or obscene products. No condominium unit shall be used for the growing or sale of marijuana (medical or otherwise) or for the sale of marijuana or tobacco smoking devices. The Property may not be used for any daycare facilities, schools, academies, centers for providing instruction for dance, beauty colleges, or any other use which would generate noise, odor, light, vibration, traffic or other influence incompatible, inconsistent or disruptive to the use of the balance of the Property.

k. The condominium property shall not be used for the repair of automobiles, trucks, motorcycles, motorhomes, recreational vehicles, boats, or other vehicles. This includes the sale and on-site installation of parts, wheel and brake shops, body and fender shops, and similar repair and service activities. No junk or unlicensed vehicles shall be stored on the condominium property. A junk vehicle is one which cannot be driven away under its own power.

l. Use of balconies may be regulated by the Association. Charcoal grills are prohibited on balconies, and no furniture intended for indoor use may be placed on the balconies. No signs, banners or other objects may be hung from a balcony without first obtaining the written consent of the Association.

Exclusive Ownership

Each Owner or Owners shall be entitled to exclusive ownership and possession of their Unit. Such Owners may use the General Common Elements and Limited Common Elements in accordance with the purposes for which they are intended and this Restated Declaration 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. The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium shall not be restricted by a right of first refusal or similar restriction in the Restated Declaration and Restated Bylaws (or any amendment thereto).

V.

THE ASSOCIATION

Membership

Any Owner of a Unit in WATERSIDE COMMERCIAL CONDOMINIUMS shall automatically, upon becoming the Owner of said Unit, be a member of the WATERSIDE COMMERCIAL CONDOMINIUMS OWNERS ASSOCIATION, a Montana nonprofit corporation, hereinafter referred to as the Association, and shall remain a member of said Association until such time as his or her membership in said Association shall automatically cease. The membership shall be limited to Unit Owners as defined in this Restated Declaration.

Function

It shall be the function of the Association to:

- a. Adopt Bylaws for the governance of the Association.
- b. Make provisions for the general management and/or repairs and maintenance of WATERSIDE COMMERCIAL CONDOMINIUMS.

- c. Levy fines and assessments as provided for in the Restated Declaration, Restated Bylaws and Unit Ownership Act.
- d. Adopt and implement a policy for the affairs of the Association.
- e. Enter into contracts or hire personnel for the management of the affairs of the Association and the maintenance and repair of the common areas.
- f. Be responsible for the perpetual maintenance of the landscaping, common open space, parking lots, and driving lanes.

Voting

On all matters, unless excluded by this Restated Declaration, to be decided by the Unit Owners, each Unit Owner shall have a vote equal to his or her percentage of interest in the General Common Elements. Multiple owners of a single condominium Unit shall collectively have such voting interest. In the event that Unit Owners of the same Unit cannot agree as to how to vote that Unit's interest, said Unit's vote shall be suspended for that particular matter. An owner of a condominium Unit, upon becoming an owner, shall be a member of the Association and remain a member for the period of his or her Unit ownership. Except as otherwise provided in the Unit Ownership Act, this Restated Declaration or the Restated Bylaws, a majority of the Unit ownership percentage present at any meeting or by proxy shall be sufficient to act on matters brought before the Unit Owners. Meetings of the Unit Owners shall only be conducted when a quorum is present, as defined in the Association Restated Bylaws.

Failure to Comply

Each Owner shall comply strictly with the provisions of this Restated Declaration, the Restated Bylaws of the Association, and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all costs, including attorney fees incurred in connection therewith, which action shall be maintainable by the Manager in the name of the Association, on behalf of the Owner, or in the proper case, by an aggrieved Owner. Each Unit Owner shall also comply with any applicable subdivision covenants, rules and regulations for the subdivision in which the Condominium is located.

Fines

The Association, acting through the Board or the Manager, shall have the authority to levy fines against Units for any violation of the covenants set forth herein or for any violation of the rules and regulations duly adopted by the Board. Violations caused by a tenant shall be assessed against the occupied Unit and shall be the responsibility of the Unit Owner. For each violation, the Unit Owner may be fined according to the following fine schedule:

First Offense:	\$25.00
Second Offense:	\$50.00
Third Offense and More:	\$100.00

The fine schedule may be amended by the Board at any duly called meeting provided it is thereafter approved by at least sixty percent (60%) of the aggregate Unit ownership interest at any regular or special meeting of the Association. All fines shall be considered final and shall be considered an assessment and a lien against the Unit unless the Unit Owner makes a written appeal to the Board within ten (10) business days of receiving the fine and the Board subsequently overturns such fine. The Board shall have thirty (30) days to meet and render its decision regarding the fine, which decision shall be final. At the Board hearing, the appellant may present evidence and cross-examine

witnesses. All fines may be collected by the Association in the same manner as an assessment as set forth herein. All fines not paid within thirty (30) days shall accrue interest at the then maximum current legal rate of interest per annum on the amount of the fine from the due date thereof.

Payment of Assessments

All assessments shall be due thirty (30) days from the date of mailing such assessment following the meeting at which time assessments are levied by the Association, and may be payable in one annual payment, or in quarterly or monthly installments, as determined by the Board. The amount of the Common Expenses assessed against each Unit, and the amount of Limited Expenses assessed against each 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 and the Limited Expenses by waiver of the use of 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 at the rate of fifteen percent (15%) per annum.

The Association or Manager shall have the responsibility of taking prompt action to collect any unpaid assessment which becomes delinquent. In the event of delinquency in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the then maximum current legal rate of interest per annum on the amount of the assessment from the due date thereof and any late payment charges assessed, together with all expenses, including attorney fees incurred, as are provided in the Restated Bylaws of 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.

Levying Assessments - When Made - Purposes

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

- a. Assessments shall be made as a part of the regular business of the Board of Directors of the Association at any regular or special meeting thereof as provided in the Restated Bylaws of the Association. Notice of the proposed assessment, amount thereof, and the purpose for which it is made whether regular or special, including an annual budget for expenditures and operation, shall be served on each Unit Owner affected by delivering a copy of the same to the Unit Owner personally or by mailing a copy of the notice to the Unit Owner at his or her address of record at least ten (10) days prior to the date for such meeting. The Board of Directors shall approve the budget and the amount of assessments. In the event that the members of the Board cannot agree upon a budget, the annual budget shall be increased by five percent (5%) 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, general maintenance, management and administration of Common Elements, fees, costs and expenses of the manager, insurance, taxes for common areas if any, and as more particularly provided in the Unit Ownership Act (Section 70-23-101, et. seq., MCA), sidewalks, driveways, weed control, and any other matters that fall within the common elements of the condominium. In addition, the Association shall be responsible for all special improvement district (SIDs) applicable to the condominium, including, but not limited to, lighting districts, street maintenance, tree maintenance or any other properly created SID, and assessments shall be levied

for the same. Assessments shall be based upon and computed by using the percentage of interest that each Unit Owner has in the General Common Elements.

c. Assessments may also be made for the payment of Limited Expenses for Limited Common Elements such that the Unit Owners are chargeable only for the expenses relating to their respective Units or Buildings. Unit Owners shall share in the payment for Limited Expenses for the repair, maintenance and replacement of Limited Common Elements of their respective Units in accordance with the percentage the Unit or Units have in the Limited Common Elements for which the assessment is being made. If only one Unit is associated with the Limited Common Elements involved, then the entire cost of such repair, maintenance or replacement shall be borne by that Unit.

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

e. Common expenses and profits, if any, of the condominium shall be distributed among and charged to, the Unit Owners according to the percentage of undivided interest of each in the Common Elements.

f. In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his or her share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of said unpaid assessments against the Grantor due the Association and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

g. Any lien of the Association for Common Expense charges and assessments becoming payable on or after the date of recordation of the first mortgage or deed of trust, shall be subordinate to the first mortgage or deed of trust on the Unit. Such a lien for Common Expense charges and assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure of a first mortgage or deed of trust shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any common expense charges thereafter becoming due.

h. The Association shall establish a reserve account for repair and replacement of Common Elements as needed to keep such in good condition and repair. Any reserve account established under this section shall be funded by separate reserve assessments against the Units in such amount as the Board may approve as a part of the annual Association budget. Any reserve account shall be established in the name of the Association. The Association shall be responsible for administering the account. Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or Unit Owners.

VI.

AMENDMENT

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

This Restated Declaration may be amended at any regular or special meeting of the Association of Unit Owners provided such amendment receives the favorable vote of at least seventy-five percent (75%) of the aggregate Unit ownership interest. If so approved, it shall be the responsibility of the Association to file the amendment with the Clerk and Recorder's Office of Gallatin County, Montana. An amendment may be adopted at any time without a meeting if it is approved in writing by the notarized signatures of one hundred percent (100%) of the Unit Owners.

VII.

CHANGES, REPAIRS AND LIENS

Alterations and Subdivision

The interior plan of a Unit may be changed by the Owner. The boundaries between Units may be changed only by the Owners of the Units affected. Units may be subdivided by the owners thereof only if such subdivision is approved by the governing body with jurisdiction thereof. No subdivision shall change the percentage ownership interest in any other Unit other than the Units resulting from such subdivision. No change in the boundaries of Units shall encroach upon the boundaries of the Common Elements.

Boundary walls must be equal in quality of design and construction to the existing boundary walls. A change in the boundaries between Units or a subdivision of a Unit shall be set forth in an amendment to this Restated Declaration. In addition to compliance with the provisions of Article VI above, such amendment must further set forth and contain plans for the Units concerned showing the Units after the change in boundaries or subdivision, which plans shall be drawn by an architect, surveyor or engineer licensed to practice in Montana, and attached to the amendment as exhibits, together with the certificate of architect, surveyor or engineer required by the Unit Ownership Act. Such amendment shall also set forth a revised schedule of ownership interest in the Common Elements for the affected Units. Such an amendment shall be signed and acknowledged by the Owners of the Units affected. The amendment shall also be approved by the Board of Directors of the Association, and signed and acknowledged by all lienors and mortgagees of the Units concerned.

Maintenance by Unit Owners

Each Owner shall maintain and keep in good repair the interior of his or her own Unit, including the fixtures thereof. All fixtures and equipment installed in the Unit, commencing at a point where the utilities enter the Unit, shall be maintained and kept in good 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.

Each Owner shall also keep any balcony, patio, entrance or deck area appurtenant to his or her Unit in a clean and sanitary condition. The right of the each Owner to repair, alter, and remodel is coupled with the obligation to replace any finishing or other materials removed with similar type or kinds of materials. All glass replacement shall be with similar quality, shade and design. No act or alteration, repairing or remodeling by any Unit Owner shall impair in any way the integrity of the adjoining Units or the integrity of Limited Common Elements or General Common Elements.

Exterior Alterations

No Owner may change, alter or remodel the exterior of his or her Unit without the prior written approval of the Association.

Liens for Alterations

Labor performed and materials furnished and incorporated into a Unit with the consent of or at the request of the Unit Owner, his or her agent, his or her contractor or

subcontractor shall be the basis for the filing of a lien against the Unit of the Unit Owner consenting to or requesting the same. Each Unit Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit or any other Owner or against the general or Limited Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

Liens and Foreclosure

All sums assessed but unpaid for the share of Common Expenses and Limited Expenses chargeable to any Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the Unit in favor of any assessing authority, and all sums unpaid on a first mortgage, a first deed of trust, or contract for deed, of record. 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 thereon, the name of the Unit Owner, and a description of the Unit. Such notice shall be signed and verified by one of the officers of the Association or by the Manager, or his or her authorized agent, and shall be recorded in the office of the Clerk and Recorder of Gallatin County, Montana. Such lien 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 as provided in the Unit Ownership Act in like manner as foreclosure of a mortgage on real property. In any 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 and Limited Expenses shall be maintainable without foreclosure or waiving the lien securing the same. In any such proceeding the Owner shall be required to pay the costs, expenses and attorney's fees incurred in filing a lien, and in the event of foreclosure proceedings, additional costs, expenses and attorney's fees incurred.

Bidding at Foreclosure

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

VIII.

INSURANCE

Purchase

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

- a. Named Insured: The named insured shall be the Association individually and as agent for the Unit Owners without naming them. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance Trustee. Unit Owners may obtain insurance coverage, at their own expense, upon their own personal property and for their personal liability and living expense.

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

Coverage

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

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
- (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to, vandalism and malicious mischief.
- (3) Errors or Omissions Insurance for the Directors, Officers and Managers if the Association so desires, in amounts to be determined by the Board.

The policies shall state whether air handling or service equipment, interior fixtures and carpets are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association.

b. Public Liability: In such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and 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.

c. 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 Federal and State laws.

d. For all insurance policies, the Association shall only use generally acceptable insurance carriers.

Premiums

Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be assessed against the Owner. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee who has requested, in writing, notification of payment.

Insurance Trustee

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Montana with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the insurance trustee. The insurance trustee shall not be liable for payment of premiums, nor for the renewal or

the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners, and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

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

Distribution of Proceeds

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

- a. Miscellaneous: Expenses of administration, the insurance trustee, and construction or remodeling supervision shall be considered as part of the cost of construction, replacement or repair.
- b. Reconstruction or Repair - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them.
- c. Failure to Reconstruct or Repair - If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.
- d. Certificate - In making distribution to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate from the Association made by its representative or Manager as to the names of the Unit Owners and their respective shares of the distribution.

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.

Benefit to Mortgagees

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

Reconstruction

A. Repair After Casualty

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

1. Lesser Damage - If a Unit or Units are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be repaired.
2. Greater Damage - If a Unit or Units are found by the Board of Directors to be not tenantable after the casualty, the damaged property shall be reconstructed or rebuilt.
3. Certificate - The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans for specifications and the original improvements, or if not, then according to plans and specifications approved by: (1) the Board of Directors; and (2) more than seventy-five percent (75%) of the aggregate unit ownership interest, including the Owners of all Units the plans for which are to be altered. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to the Restated Declaration, which amendment shall be prepared and filed of record in accordance with the provisions of such amended filing, more particularly set forth in Article VI and Article VII hereinabove.

C. Responsibility

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

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 to 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 and 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.

IX.

REMOVAL OR PARTITION - SUBDIVISION

Consent to Removal

All of the Unit Owners may remove the Property from condominium ownership by executing and recording an instrument to that effect if the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided interest of the Unit Owner in the Property after removal from condominium ownership.

Condemnation Representation

For all condemnation issues concerning the Condominium, the Association shall represent the Unit Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof, by the condemning authority. Each Unit Owner hereby appoints the Association as attorney-in-fact for such purpose.

Effect of Removal - Ownership in Common - Liens - Sale

If the Property is removed from condominium ownership as provided in this Article, the Property shall be considered owned in common by all the Unit Owners. The percentage of undivided interest of each Unit Owner in the Property owned in common shall be the same as the percentage of undivided interest previously owned by such Owner in the Common Elements. Liens affecting any Unit shall be liens, in accordance with the then existing priorities, against the undivided interest of the Unit Owner in the Property owned in common. If the Property is removed from condominium ownership as provided in this Article, it shall be subject to an action for partition at the suit of any Unit Owner. The net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among the Unit Owners in proportion to their respective undivided interests after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

X.

REMEDIES

All remedies provided in this Restated Declaration and the Restated Bylaws shall not be exclusive of any other remedies which may be available to the parties hereto as provided for by law. The Association and any aggrieved Unit Owner has a right of action against Unit Owners for failure to comply with the provisions of the Restated Declaration and/or Restated Bylaws or with decisions of the Association which are made pursuant to authority granted the Association by the Restated Declaration and Restated Bylaws. Unit Owners also have a right of action against the Association for failing to comply with the provisions of the Restated Declaration and/or Restated Bylaws.

XI.

SEVERABILITY

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

XII.

INTERPRETATION

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

XIII.

MISCELLANEOUS

Utility Easements

In addition to the easements provided for herein, easements are reserved through the condominium property as may be required for utility services, including heat, air conditioning, water, sewer, power, telephone, natural gas and cable television, in order to serve WATERSIDE COMMERCIAL CONDOMINIUMS adequately. However, such easements through the property or Units shall be only according to the plans and specifications for the Unit Building, as set forth in the recorded plat, or as the Building is constructed, unless approved in writing by the Unit Owner.

Right of Access

The Association shall have the irrevocable right, to be exercised by the Manager or Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Limited Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or Limited Common Elements or to any other Unit.

Damage to the interior or any part of the Unit resulting from maintenance, repair, emergency repair or replacement of any of the general or Limited Common Elements, or as a result of an emergency repair within another Unit at the instance of the Association, shall be designated either limited or general Common Expenses by the Association and assessed in accordance with such designation.

Expenditures

No single expenditure or debt in excess of \$5,000.00 may be made or incurred by the Association or Manager without the prior approval of the majority of the Unit ownership percentage.

Signs

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

Benefit

Except as otherwise provided herein, this Restated Declaration shall be binding upon and shall inure to the benefit of the Unit Owners, the Association, and the heirs, personal representatives, successors and assigns of each.

Service of Process

The name and address of the person to receive service of process for WATERSIDE COMMERCIAL CONDOMINIUMS until another designation is filed of record shall be:

Nathan Minnick
Minnick Management, Inc.
2339 Birdie Dr
Bozeman, MT 59715

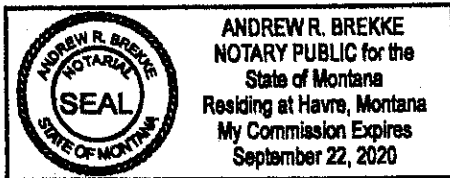
IN WITNESS WHEREOF, all of the Unit Owners have caused this Restated Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Title 70, Section 23, MCA.

Darrel G. Briese
Darrel G. Briese

Shirley A. Briese
Shirley A. Briese

STATE OF MONTANA)
: ss.
County of HILL)

On this 24TH day of JANUARY, 2017, before me, a Notary Public in and for said State, personally appeared DARREL G. BRIESE and SHIRLEYA. BRIESE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Andrew R. Brekke
Printed Name: _____
Notary Public for the State of MONTANA
Residing at HAVRE, MT
My commission expires: 9/22/2020

SIGNATURE PAGE FOR RESTATED DECLARATION FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

DATED this 15 day of February, 2017.

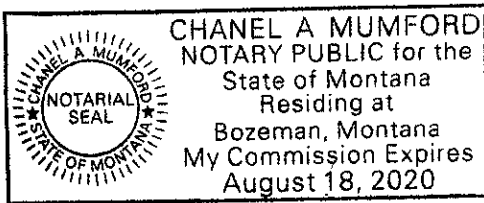
CDJK PROPERTIES LLC, by

CWD PROPERTIES, LLC, Member, by

Curt Dykstra
Curt Dykstra, Managing Member

STATE OF montana)
: ss.
County of Gallatin)

On this 15 day of February, 2017, before me, a Notary Public in and for
said State, personally appeared CURT DYKSTRA, Managing Member of CWD
PROPERTIES, LLC, Member of CDJK PROPERTIES LLC, known to me to be the person
whose name is subscribed to the within instrument and acknowledged to me that the
company executed the same.



Chanel A Mumford
Printed Name: Chanel A Mumford
Notary Public for the State of montana
Residing at Bozeman, montana
My commission expires: August 18, 2020

SIGNATURE PAGE FOR RESTATED DECLARATION FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

DATED this 9 day of MARCH, 2017.

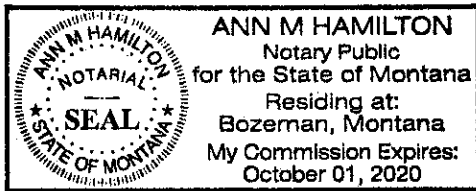
PETE, LLC, by

Ryan Dykstra
Ryan Dykstra, Member

Brandi Dykstra
Brandi Dykstra, Member

STATE OF MT)
County of Gallatin : ss.

On this 9 day of March, 2017, before me, a Notary Public in and for
said State, personally appeared RYAN DYKSTRA and BRANDI DYKSTRA, Members of
PETE, LLC, known to me to be the persons whose names are subscribed to the within
instrument and acknowledged to me that the company executed the same.



Ann M Hamilton
Printed Name: Ann M. Hamilton
Notary Public for the State of Montana
Residing at Bozeman, MT
My commission expires: 10-1-20

SIGNATURE PAGE FOR RESTATED DECLARATION FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

DATED this 1 day of MARCH, 2017.

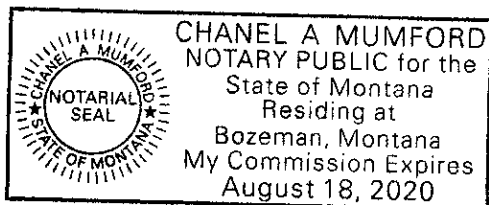
CWD PROPERTIES, LLC, Member, by

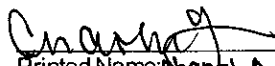

Curt Dykstra, Managing Member

STATE OF MONTANA)
: ss.

County of GALLATIN)

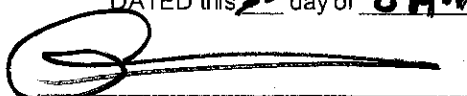
On this 1 day of MARCH, 2017, before me, a Notary Public in and for
said State, personally appeared CURT DYKSTRA, Managing Member of CWD
PROPERTIES, LLC, known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that the company executed the same.




Printed Name: Chanel A. Mumford
Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: August 18, 2020


SIGNATURE PAGE FOR RESTATED DECLARATION FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

31st AD
DATED this 25 day of JANUARY, 2017.


Arthur W. Giebel

STATE OF WASHINGTON)
County of Walla Walla : ss.

On this 31 day of January, 2017, before me, a Notary Public in and
for said State, personally appeared ARTHUR W. GIEBEL, known to me to be the person
whose name is subscribed to the within instrument and acknowledged to me that he
executed the same.


Printed Name Sarah E. Williams
Notary Public for the State of Washington
Residing at Walla Walla, Washington
My commission expires: 07/27/2019

SARAH E. WILLIAMS
NOTARY PUBLIC
STATE OF WASHINGTON
Commission Expires July 27, 2019

SIGNATURE PAGE FOR RESTATED DECLARATION FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

DATED this 9 day of MARCH, 2017.

DYKSTRA FAMILY LIMITED PARTNERSHIP, by

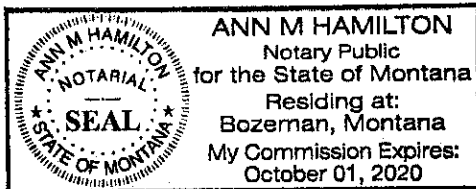
Y HANGING 4 CATTLE COMPANY, INC., General Partner, by

Ryan Dykstra
Ryan Dykstra, President

Linda Dykstra
Linda Dykstra, Secretary

STATE OF MT)
County of Gallatin) ss.

On this 9 day of March, 2017 before me, a Notary Public in and for
said State, personally appeared RYAN DYKSTRA and LINDA DYKSTRA, President and
Secretary, respectively, of Y HANGING 4 CATTLE COMPANY, INC., General Partner of
DYKSTRA FAMILY LIMITED PARTNERSHIP, known to me to be the persons whose
names are subscribed to the within instrument and acknowledged to me that the
partnership executed the same.



Ann M Hamilton
Printed Name: _____
Notary Public for the State of _____
Residing at _____
My commission expires: _____

EXHIBIT A **SITE PLAN - 129 VILLAGE DRIVE** **WATERSIDE CONDOMINIUMS**

LEGAL DESCRIPTION
 LOT 5, BLOCK 20, RIVER ROCK SUBDIVISION PHASE 2A, [PLAT J-292]
 SW 1/4, SEC. 3, T. 1 S., R. 4 E. OF P.M.M.,
 GALLATIN COUNTY, MONTANA

ADDRESS: 129 VILLAGE DRIVE
 BELGRADE, MT 59714

LEGEND

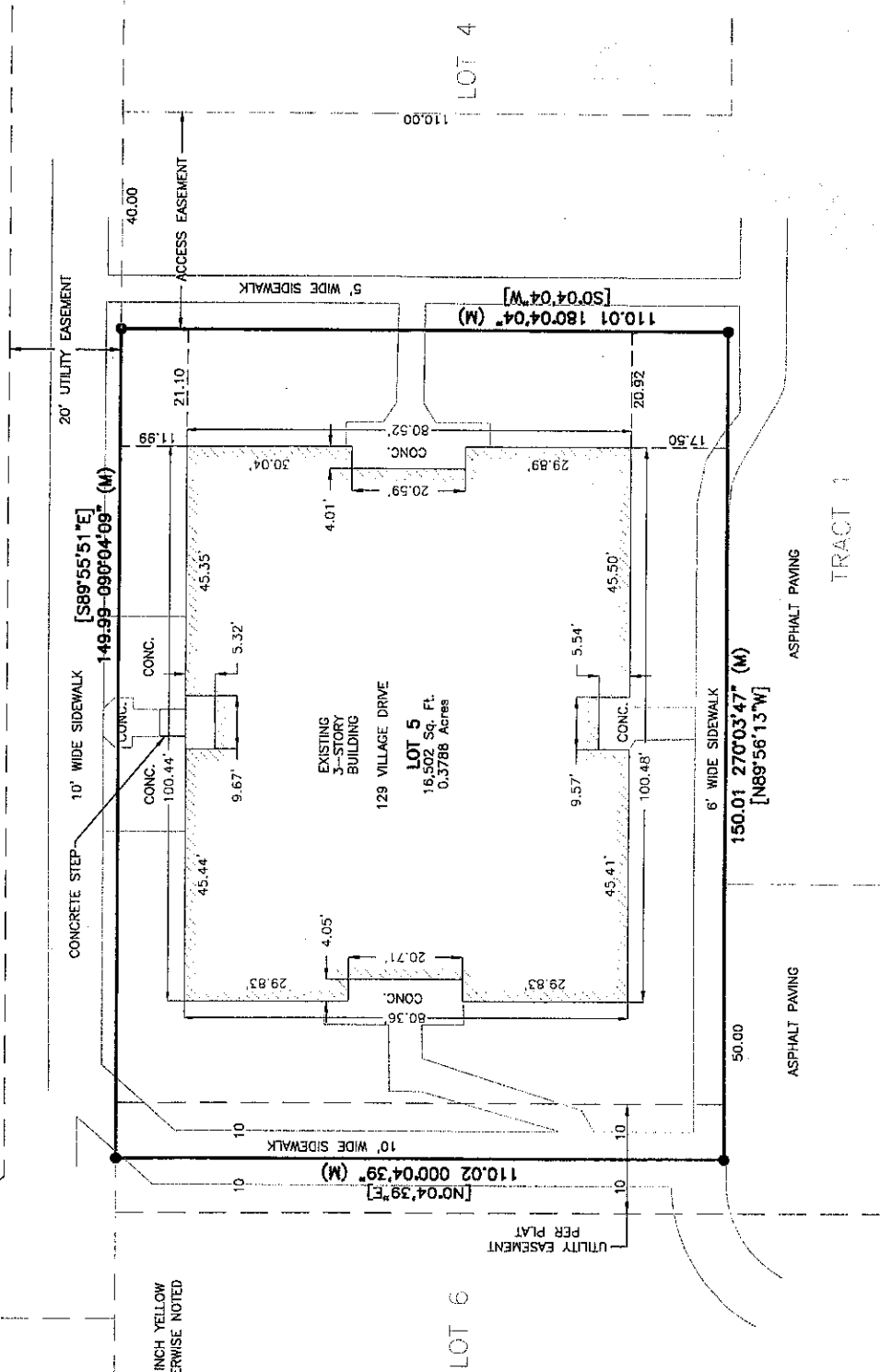
- FOUND 5/8 INCH REBAR WITH 1 1/4 INCH YELLOW PLASTIC CAP MARKED "TD&H" OR OTHERWISE NOTED
- (M) MEASURED DISTANCE OR AZIMUTH
- PROPERTY BOUNDARY LINE
- SURROUNDING PROPERTY LINE
- EASEMENT LINE



C&H
 Engineering and Surveying, Inc.
 1081 Sawledge Drive • Belgrade, MT 59719
 Phone (406) 587-1115 • Fax (406) 587-9768
 www.candh-engineers.com

Sheet 1 of 1

TURQUOISE
 PARK



#16302.1

EXHIBIT B **FIRST FLOOR PLAN - 129 VILLAGE DRIVE** **WATERSIDE CONDOMINIUMS**

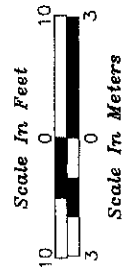
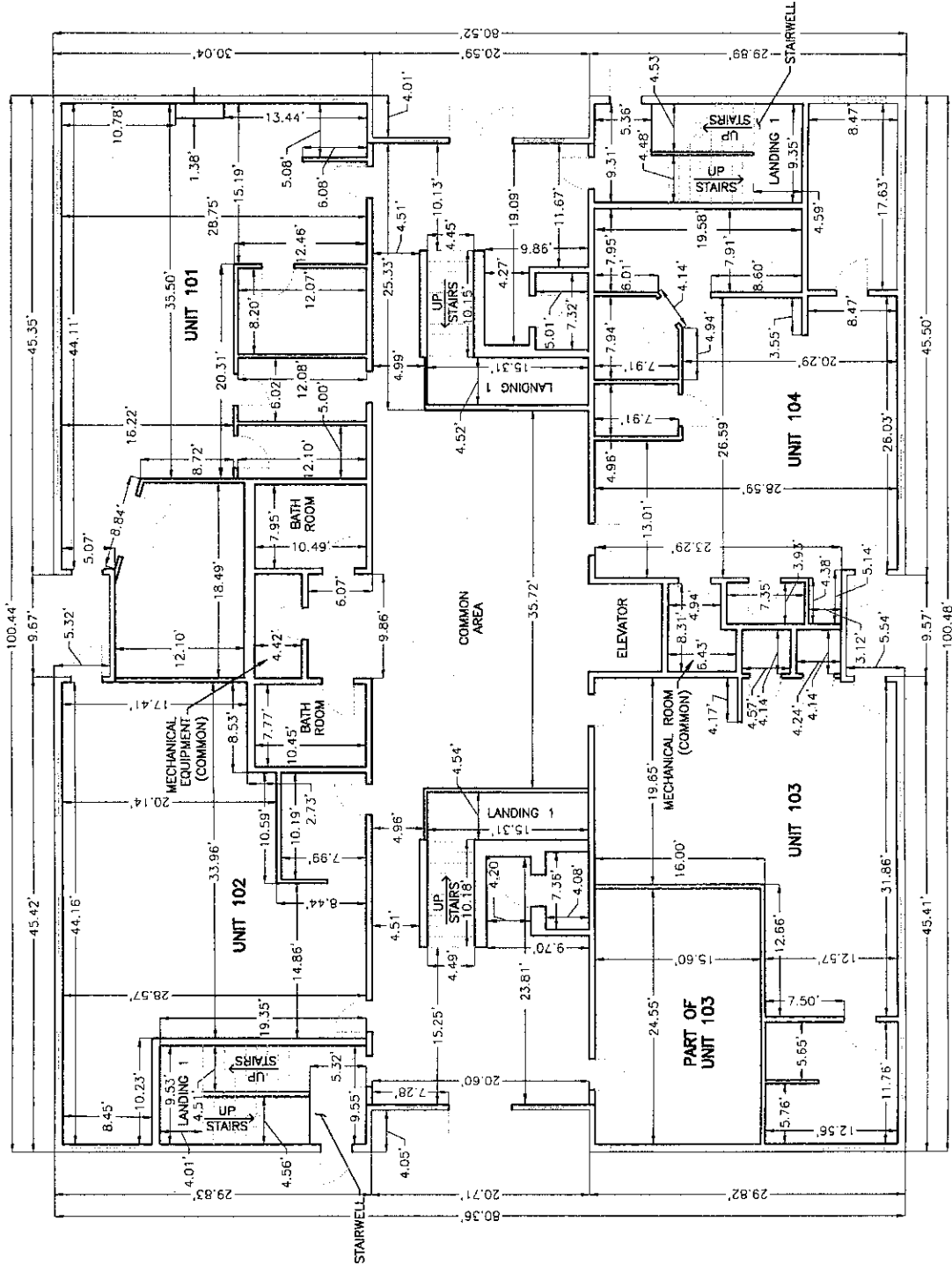
LEGAL DESCRIPTION

LOT 5, BLOCK 20, RIVER ROCK - PHASE 2A,
 SW 1/4, SEC. 3, T. 1 S., R. 4 E. OF P.M.M.,
 GALLATIN COUNTY, MONTANA

ADDRESS: 129 VILLAGE DRIVE
 BELGRADE, MT 59714

FIRST FLOOR UNIT AREAS

UNIT 101	1403 SF
UNIT 102	1056 SF
UNIT 103	1413 SF
UNIT 104	1226 SF
TOTAL	5098 SF



Engineering and Surveying, Inc.
 1001 Sprague Drive • Bozeman, MT 59718
 Phone: (406) 597-1115 • Fax: (406) 597-9788
 www.candh-engineers.com • candh-engineers.com

Sheet 1 of 3

#16302.1

EXHIBIT B **SECOND FLOOR PLAN - 129 VILLAGE DRIVE** **WATERSIDE CONDOMINIUMS**

LEGAL DESCRIPTION

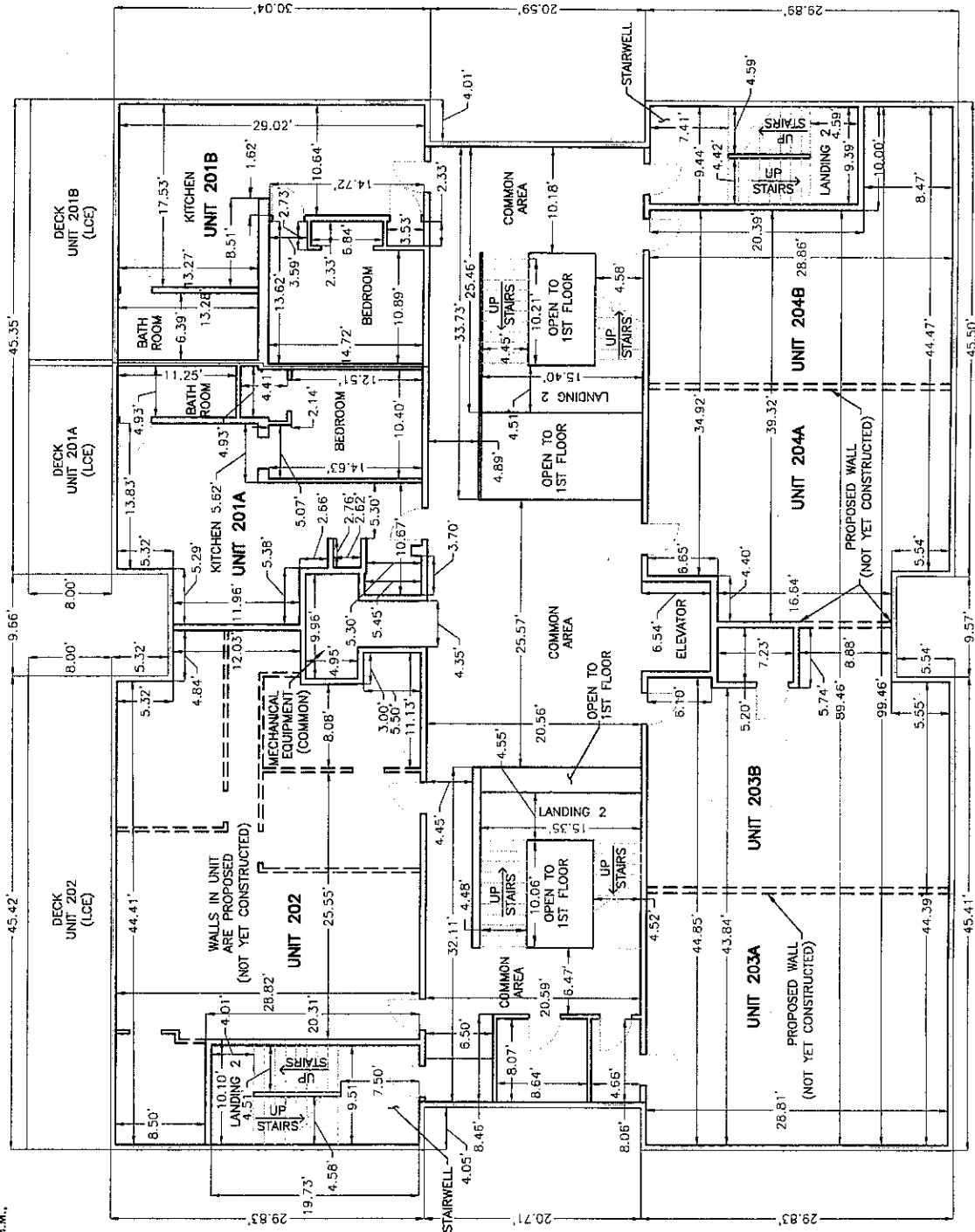
LOT 5, BLOCK 20, RIVER ROCK - PHASE 2A,
 SW 1/4, SEC. 3, T. 1 S., R. 4 E. OF P.M.M.,
 GALLATIN COUNTY, MONTANA

ADDRESS: 129 VILLAGE DRIVE
 BELGRADE, MT 59714

SECOND FLOOR UNIT AREAS

UNIT 201A	681	SF
UNIT 201B	764	SF
UNIT 202	1235	SF
UNIT 203A	745	SF
UNIT 203B	704	SF
UNIT 204A	625	SF
UNIT 204B	620	SF
TOTAL	5374	SF

NOTE:
 SECOND FLOOR WAS UNDER
 CONSTRUCTION AT TIME OF
 SURVEY AND MANY OF THE
 UNITS WERE UNFINISHED.



Engineering and Surveying Inc.
 1051 Shoreline Drive • Bozeman, MT 59718
 Phone (406) 587-1115 • Fax (406) 587-9788
 www.oandhinc.com • info@oandhinc.com

EXHIBIT B **THIRD FLOOR PLAN - 129 VILLAGE DRIVE** **WATERSIDE CONDOMINIUMS**

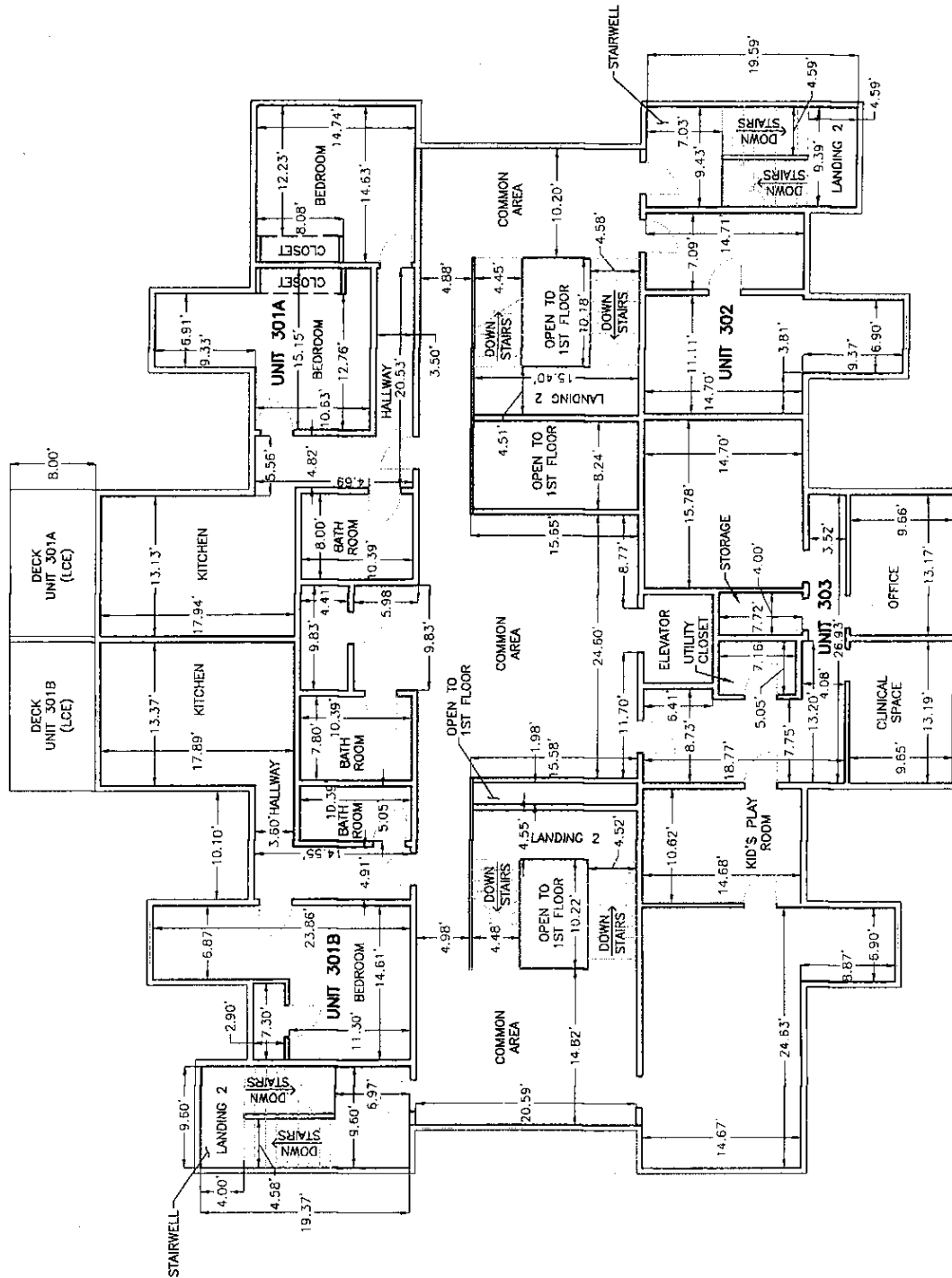
LEGAL DESCRIPTION

LOT 5, BLOCK 20, RIVER ROCK - PHASE 2A,
 SW 1/4, SEC. 3, T. 1 S., R. 4 E. OF P.M.M.,
 GALLATIN COUNTY, MONTANA

ADDRESS: 129 VILLAGE DRIVE
 BELGRADE, MT 59714

THIRD FLOOR UNIT AREAS

UNIT 301A	1016 SF
UNIT 301B	760 SF
UNIT 302	386 SF
UNIT 303	1587 SF
TOTAL	3749 SF



Scale In Feet
 0 10
 3
 Scale In Meters
 0 3



Engineering and Surveying, Inc.
 1000 Highway 100, Suite 100
 Belgrade, MT 59714
 Phone (406) 860-1115 • Fax (406) 587-8768
 www.chengrains.com • info@chengrains.com

Sheet 3 of 3

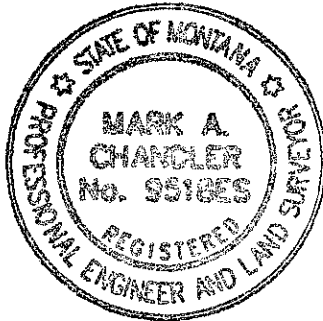
#16302.1


EXHIBIT "C" - CERTIFICATE OF FLOOR PLANS

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

That the floor plans for WATERSIDE COMMERCIAL CONDOMINIUMS, situated on Lot 5 in Block 20 of River Rock Subdivision, Phase 2A, located in the SW¼ of Section 3, Township 1 South, Range 4 East, P.M.M., 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 J-292] as duly filed with the RESTATED DECLARATION FOR WATERSIDE COMMERCIAL CONDOMINIUMS, fully and accurately depict the layout, location, unit designation and dimensions of WATERSIDE COMMERCIAL CONDOMINIUMS as of this date, and that such floor and site plans are an accurate copy of the plans filed with and approved by the officials and officers having jurisdiction to issue building permits. Such floor and site plans render hand representation of the actual units as built.

Dated: FEB. 13, 2017




Mark A. Chandler
Registered Professional Engineer and Land Surveyor
License No. 9518ES

CONSENT OF MORTGAGEE

COMES NOW, BANK OF MONTANA as the Beneficiary/Lender under the following described Deeds of Trust:

- (1) Deed of Trust recorded April 1, 2016 as Document No. 2541237;
- (2) Deed of Trust recorded October 1, 2010 as Document No. 2371483;
- (3) Deed of Trust recorded November 16, 2010 as Document No. 2375536; and
- (4) Deed of Trust recorded October 1, 2010 as Document No. 2371486,

all recorded in the office of the Clerk and Recorder of Gallatin County, Montana, and hereby consents to the foregoing Restated Declaration and Restated Bylaws of Waterside Commercial Condominiums.

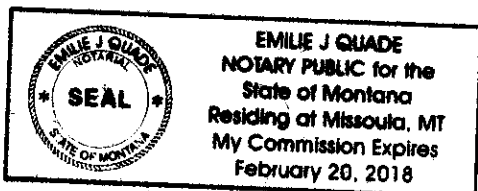
DATED this 13 day of January, 2017.

BANK OF MONTANA, by

DD SVP
Daniel Day, 1/13/2017

STATE OF MONTANA)
County of Missoula) ss.

On this 13 day of January, 2017, before me, a Notary Public in and for said State, personally appeared Daniel Day, SVP of BANK OF MONTANA, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the corporation executed the same.



Emilie Quade
Printed Name: Emilie Quade
Notary Public for the State of Montana.
Residing at Missoula, MT, Montana.
My commission expires: 2/20/18

CONSENT OF MORTGAGEE

COMES NOW, STOCKMAN BANK OF MONTANA as the Beneficiary/Lender under the following described Deeds of Trust:

- (1) Construction Deed of Trust recorded May 16, 2016 as Document No. 2545277;
- (2) Construction Deed of Trust recorded May 16, 2016 as Document No. 2545268;
- (3) Construction Deed of Trust recorded May 16, 2016 as Document No. 2545275;
- (4) Deed of Trust recorded May 16, 2016 as Document No. 2545276; and
- (5) Deed of Trust recorded March 21, 2016 as Document No. 2540216

all recorded in the office of the Clerk and Recorder of Gallatin County, Montana, and hereby consents to the foregoing Restated Declaration and Restated Bylaws of Waterside Commercial Condominiums.

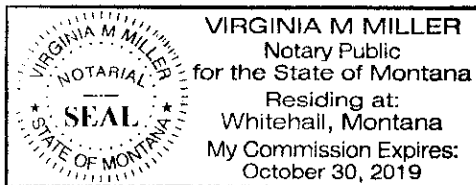
DATED this 28th day of February, 2017.

STOCKMAN BANK OF MONTANA, by

[Signature] VP, Ag & Comm'l Lender

STATE OF MONTANA)
) ss.
County of Gallatin)

On this 28th day of February, 2017, before me, a Notary Public in and for said State, personally appeared Brent Poppe, VP & Comm'l Lender of STOCKMAN BANK OF MONTANA, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the corporation executed the same.



Virginia M. Miller
Printed Name: _____
Notary Public for the State of Montana.
Residing at Whitehall, Montana.
My commission expires: 10/30/2019



GALLATIN COUNTY

CERTIFICATE OF EXEMPTION FROM SUBDIVISION REVIEW

I, Manager of Subdivision and Zoning for Gallatin County, Montana, do hereby certify that the RESTATED DECLARATION AND RESTATED BYLAWS for WATERSIDE COMMERCIAL CONDOMINIUMS made March 23, 2017, by DARREL G. BRIESE, SHIRLEY A. BRIESE, JOHN P. CARLSON, CHERYL A. CARLSON, P. HAROLD WALLAR and ELLA MAE WALLAR, Trustees of The Wallar Family Trust dated December 21, 2004, CDJK PROPERTIES LLC, PETE, LLC, CWD PROPERTIES, LLC, DYKSTRA FAMILY LIMITED PARTNERSHIP, and ARTHUR W. GIEBEL, pursuant to Title 70, Chapter 23, Montana Code Annotated, is exempt from review under the Montana Subdivision and Platting Act pursuant to Section 76-3-203(1)(2), MCA.

The Condominiums are to be located on the following described real property:

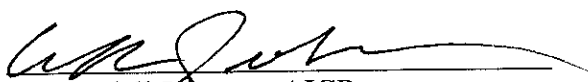
Lot 5 in Block 20 of River Rock Subdivision, Phase 2A, Gallatin County, Montana, according to the official plat thereof on file in the Gallatin County Clerk and Recorder's Office, Gallatin County, Montana. (Plat reference: J-292)

The Declaration is exempt because the condominiums are to be constructed on land that was subdivided in compliance with Parts 5 and 6 of the Subdivision and Platting Act. The preliminary plat approval for the River Rock Subdivision Phase 2, Block 20 expressly contemplated the construction of commercial use buildings within Lot 5. Furthermore, the commercial unit subject to this Declaration are exempt because the subject condominiums are in conformance with the requirements of the River Rock Zoning Regulations.

Any future amendment to the Preliminary Declaration for the Waterside Commercial Condominiums or to any final Declaration that adds units to the Condominium Declaration for the Waterside Commercial Condominiums within Lot 5 of River Rock Subdivision Phase 2, Block 20 requires, for each amendment, an additional certification of condominium exemption from the Gallatin County Planning Department.

This Certificate of Exemption in no way obviates the declarants' responsibility to file a final declaration as required under the Montana Unit Ownership Act.

DATED this 5th Day of March, 2017


W. Randall Johnson, AICP;
Manager, Subdivision and Zoning

RESTATED BYLAWS
OF
WATERSIDE COMMERCIAL CONDOMINIUM OWNERS ASSOCIATION

I.

PURPOSE AND APPLICATION

These Articles are and shall be the Restated Bylaws of the WATERSIDE COMMERCIAL CONDOMINIUMS OWNERS ASSOCIATION. These Restated Bylaws shall, upon being recorded with the Clerk and Recorder of Gallatin County, State of Montana, govern and control the administration of WATERSIDE COMMERCIAL CONDOMINIUMS and shall replace and supercede any previous bylaws for the WATERSIDE COMMERCIAL CONDOMINIUMS OWNERS ASSOCIATION. All Unit Owners, their employees, business invitees, guests and any renters or sublessees, present and future, shall have the rights and responsibilities described in these Restated Bylaws and shall be subject to the provisions thereof.

The acquisition of an ownership interest in a Unit in WATERSIDE COMMERCIAL CONDOMINIUMS signifies that the Owner accepts, ratifies and agrees to comply with these Restated Bylaws.

II.

MEMBERSHIP

Persons owning a Unit in WATERSIDE COMMERCIAL CONDOMINIUMS or an interest in a Unit, shall be a member of the Association. An owner may not decline membership in the Association. Membership begins concurrently with the acquisition of an ownership interest and terminates at the time such ownership interest is terminated. Such termination shall not relieve any owner of liability for obligations incurred while a member of the Association; further, membership in the Association does not in any way negate or impair any owner's legal remedies, right to bring legal action, or defenses to any and all actions involving the Association, other Unit Owners, or the Management, which may arise from or be incidents of unit ownership.

III.

OBLIGATIONS

Each Unit Owner shall be obligated to comply with these Restated Bylaws, the Restated Declaration, and the laws of Gallatin County, the State of Montana and any other governing body with jurisdiction. Such obligations shall include, but not be limited to, the paying of assessments levied by the Association, and the adherence to the protective covenants which are a part of the Restated Declaration. Failure of any owner to abide by these Restated Bylaws, and all rules made pursuant thereto, the Restated Declaration, and the laws of Gallatin County and the State of Montana, shall be grounds for appropriate legal action by the Association or by an aggrieved Unit Owner against such noncomplying Owner. Each Unit Owner shall also comply with any applicable subdivision covenants, rules and regulations for the subdivision in which the Condominium is located.

IV.

MEETING AND VOTING

There shall be a regular meeting of the Association annually at a date, time, and place fixed by the Board. Pursuant to these Restated Bylaws, the Association may at any

time hold special meetings. Such special meetings may be called: on the initiative of the President of the Association; by the Board of Directors; by a signed request of the Manager; or by a petition signed by Unit Owners representing at least fifty percent (50%) of the Unit ownership interest in the Condominium. Notice of any special meeting 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 at least fifty percent (50%) of the Unit ownership interest present agree otherwise.

A. Notice.

Notice of all meetings, regular or special, shall be mailed by the Association's Secretary to every Unit Owner of record at his address of record at least ten (10) business days prior to the time for holding such meeting. Notice may be given by email in lieu of regular U.S. mail if a Unit provides the Board with a designated email address for such Unit. Any Unit without a designated email address shall continue to receive notice via U.S. mail. Such notice shall specify the date, time and place of the meeting and shall make provisions to allow for the voting of each Unit Owner's interest by proxy or written ballot at the discretion of the Unit Owner. The emailing or 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.

B. Quorum.

No meeting, regular or special, shall be convened to conduct business unless a quorum is present in person or by proxy. A quorum shall consist of at least fifty percent (50%) of the Units ownership interest of WATERSIDE COMMERCIAL CONDOMINIUMS. A Unit Owner may participate in any meeting by means of a conference telephone or similar communication equipment through which all persons participating in the meeting may communicate with the other participants. Participation in a meeting pursuant to this section constitutes presence in person at the meeting. At any time, during any meeting that a quorum is not present, such meeting shall be adjourned forthwith.

V.

VOTING INTEREST

Each Unit at Association meetings shall have a vote equal to said Unit's percentage of interest in the General Common Elements as set forth in the Restated Declaration, a copy of which is being filed concurrently with the filing of these Restated Bylaws with the Clerk and Recorder of Gallatin County, State of Montana.

In the event that Unit Owners of the same Unit cannot agree as to how to vote that Unit's interest, said Unit's vote shall be suspended for that particular matter. Voting upon matters affecting Limited Common Elements and assessments for Limited Expenses shall be only by owners having a Unit or interest in Units affected. In the event that a Unit is delinquent in payment of assessments, that Unit's vote shall be suspended until such time as said delinquent assessment is brought current.

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 provisions of these Restated Bylaws, the Restated Declaration, or the laws of the State of Montana direct otherwise.

VI.

BOARD OF DIRECTORS

The governance of WATERSIDE COMMERCIAL CONDOMINIUMS shall be by a Board of three (3) Directors, elected among the Unit Owners. The Board shall have all powers and responsibilities attendant to the general administration and control of the

condominium. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified by these Restated Bylaws.

VII.

OFFICERS OF THE BOARD OF DIRECTORS

The Association shall elect from its membership a Board of Directors which shall consist of a President, Secretary, and Treasurer, who shall all serve for a term of one (1) year. The manner of election of the Board of Directors shall be as follows:

At the first and all subsequent annual meetings of the Association, nominations for positions on the Board shall be accepted from any of the Unit Owners present. Voting will be noncumulative, with each Unit having a vote equal to said Unit's ownership percentage for each nominated person. Board members shall be elected by majority vote of the Unit ownership percentage present or voting by proxy at any annual or special meeting at which a quorum is reached.

VIII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- A. To call annual meetings of the Association and give due notice thereof.
- B. To conduct elections of the Board of Directors.
- C. To enforce the provisions of the Restated Declaration, Restated Bylaws, and protective covenants of WATERSIDE COMMERCIAL CONDOMINIUMS by appropriate action.
- D. To promulgate and adopt rules and regulations for the use of the Common Elements and for the occupancy of the Units so as not to interfere with the peace and quiet of all the residents. Such rules must be approved by two-thirds the aggregate unit ownership interest in the condominium at any regular or special meeting of the Association.
- E. To provide for the management of WATERSIDE COMMERCIAL CONDOMINIUMS by hiring or contracting with suitable and capable management and personnel for the day-to-day operation, maintenance, upkeep and repair of the General Common Elements and Limited Common Elements.
- F. To levy assessments as allowed by the Restated Declaration, these Restated Bylaws and the State of Montana, and to provide for the collection, expenditure and accounting of said assessments.
- G. 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.
- H. To delegate authority to the Manager for the routine conduct of condominium business, however, such authority shall be precisely defined with ultimate authority at all time residing in the Board of Directors.
- I. To provide a means of hearing grievances of Unit Owners and to respond appropriately thereto.
- J. To meet at regularly scheduled times and to hold such meetings open to all

Unit Owners or their agents.

- K. To prepare an annual budget for the condominium in order to determine the amount of the assessments payable by the Unit Owners to meet the Common Expenses and Limited Expenses, and allocate and assess such charges among the Unit Owners according to their respective interests in the General Common Elements and Limited Common Elements.
- L. 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.
- M. 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. However, other than for the collection of delinquent assessments or accounts, the Board shall not initiate any litigation or lawsuit without prior approval of at least two-thirds (2/3) of the aggregate unit ownership in the condominium.
- N. To defend in the name of the Association any and all lawsuits wherein WATERSIDE COMMERCIAL CONDOMINIUMS is a party defendant.
- O. To enter into contracts necessary to carry out the duties herein set forth.
- P. To establish a bank account for WATERSIDE COMMERCIAL CONDOMINIUMS, 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.
- Q. In general, to act for and carry on the administration and affairs of the Association as authorized and prescribed by the Restated Declaration, and to do all those things which are necessary and reasonable in order to carry out the governance and operation of WATERSIDE COMMERCIAL CONDOMINIUMS.
- R. To make repairs, alterations, additions, and improvements to the General Common Elements and Limited Common Elements consistent with managing the condominium in a first class manner and in the best interest of the Unit Owners.
- S. To provide for the perpetual maintenance of the general common open area and landscaping, the parking areas and driving lanes, and any stream/ditch and irrigation canals, and to make any assessments necessary for such maintenance as provided herein. Such maintenance shall specifically include the control of County declared noxious weeds.
- T. To arrange, keep, maintain and renew the insurance for the Association as set forth in the Restated Declaration.
- U. If applicable, to receive and make payment for common utility expenses for all of the condominium Units. The pro-rata portion of the utility expenses shall be paid by the unit owners as part of, or in addition to, their condominium assessment, with the method of payment to be determined by the Board.
- V. To levy fines as more particularly set forth in the Restated Declaration.
- W. To carry out the duties and responsibilities of the Board in all other matters

as may be authorized, needed or required by the Restated Declaration.

IX.

VACANCIES AND REMOVAL

Should a vacancy occur on the Board of Directors, the Board shall appoint a member of the Association to serve for the unexpired term. Such vacancy shall be filled no later than the next regular Board meeting after which it occurs. Should such vacancy not be filled by the Board by the next regular meeting of the Association, the Association may fill such vacancy. A vacancy may be filled at any time by a special meeting of the Unit Owners. At any regular or special meeting of the Association, any member of the Board may be removed by majority vote of the aggregate unit ownership interest. Such vacancy shall be filled by the Association's members. Such removal matter must be announced in the notice of such regular or special meeting.

X.

COMPENSATION

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

XI.

MANAGERS

If the Board elects to hire a Manager, said Manager shall be appointed and/or removed by the Board of Directors. The Manager (or any member of the Board or Association handling Association funds or having power to withdraw or spend such funds) shall be bonded if required by the Board of Directors, and shall maintain the records of the financial affairs of the condominium.

- A. Accounts: The Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The receipts and expenditures of the Association shall be under the direction of the Manager and be classified as appropriate into Common Expenses and Limited Expenses, and shall include a provision for 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 reserves or 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. Other budget items may be provided for in the discretion of the Manager. All records shall be available for examination during normal business hours to any Unit Owner or his or her assigned representative. All functions and duties herein provided for the Manager may be performed by the Board, or the President, if the Board should decide not to have a Manager.
- B. Budget: The Manager shall prepare and submit to the Board each calendar year, a budget, which must be approved and adopted by the Board. The budget shall include the estimated funds required to defray the Common Expenses and Limited Expenses and to provide and maintain funds for the foregoing accounts according to good accounting practices.

Copies of the budget and proposed assessments shall be transmitted to each Unit Owner at least ten (10) days before the meeting in which such

budget is to be considered and adopted..

- C. Financial Report: A financial report of the accounts of the Association may be made annually by a Certified Public Accountant, if required by the Board of Directors, and a copy of the report shall be furnished to each Unit Owner no later than March 1st of each year for which the audit is made.
- D. Inspection Rights: The Association shall make available, for inspection upon request during normal business hours, to Unit Owners, lenders, prospective purchasers, and the holders and insurers of the first mortgage on any Unit, current copies of the Restated Declaration, Restated Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association.

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 its contract expires, the Board shall perform all the duties of the Manager.

XII.

AMENDMENT OF RESTATED BYLAWS

These Restated Bylaws may be amended at any regular or special meeting of the Association. Upon a vote of at least seventy-five percent (75%) of the Unit ownership percentage, the amendment shall be declared adopted.

An amendment may also be adopted at any time without a meeting if it is approved in writing by the notarized signatures of one hundred percent (100%) of the Unit Owners.

The Secretary shall as soon as practicable after adoption, prepare a copy of the amendment for certification by the President and Secretary of the Association. Such amended and certified Restated Bylaws shall then be filed and recorded in the office of the Clerk and Recorder of Gallatin County, State of Montana. The amendment shall become effective at the time of such recording.

XIII.

ASSESSMENTS

In accordance with the percentage of interest in the General Common Elements as set forth in the Restated Declaration, each Unit Owner shall be assessed for Common Expenses, which shall include the expenses of any properly created special improvement districts (SIDs) affecting the property, including, but not limited to, lighting districts, street maintenance and tree maintenance. Such assessments, and assessments for Limited Expenses, shall be collected and paid according to the terms and under the procedures more particularly set forth in the Restated Declaration. The amount of assessments described above and any other assessments allowed by these Restated Bylaws, the Restated Declaration, and by the State of Montana, shall be fixed by the Board of Directors at any regular or special meeting. Notice of each Unit Owner's assessments shall be mailed to said owner at his or her address of record.

XIV.

THE RESTATED DECLARATION

The undersigned has filed, along with these Restated Bylaws, a Restated Declaration whereby the properties known as WATERSIDE COMMERCIAL CONDOMINIUMS are submitted subject to Title 70, Chapter 23, M.C.A. The Restated

Declaration shall govern the acts, powers, duties and responsibilities of the Association, and in the event these Restated Bylaws and the Restated Declaration are in conflict, the Restated Declaration shall prevail.

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

By virtue of these Restated Bylaws and the Restated Declaration, each Unit Owner has the right to membership in the Association and any Unit Owner may be on the Board of Directors of WATERSIDE COMMERCIAL CONDOMINIUMS.

The 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 Gallatin County and the State of Montana.

IN WITNESS WHEREOF, the undersigned, as the owner of record of all of the Units of WATERSIDE COMMERCIAL CONDOMINIUMS and one hundred percent (100%) of the voting interests of WATERSIDE COMMERCIAL CONDOMINIUMS OWNERS ASSOCIATION as of the date hereof, hereby adopts the foregoing Restated Bylaws on the 24 day of January, 2017.

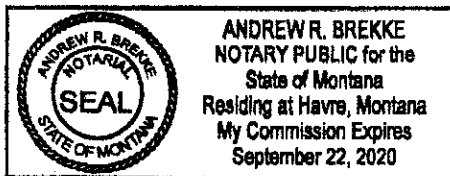
IN WITNESS WHEREOF, all of the Unit Owners have caused this Restated Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Title 70, Section 23, MCA.

Darrel G. Briese
Darrel G. Briese

Shirley A. Briese
Shirley A. Briese

STATE OF MONTANA)
) ss.
County of HILL)

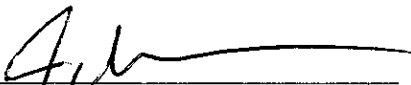
On this 24th day of JANUARY, 2017, before me, a Notary Public in and for said State, personally appeared DARREL G. BRIESE and SHIRLEY A. BRIESE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.




Andrew R. Brekke
Printed Name: ANDREW R. BREKKE
Notary Public for the State of MONTANA
Residing at HAVRE, MT
My commission expires: 9/22/2020

SIGNATURE PAGE FOR RESTATED BYLAWS FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

DATED this 26 day of January, 2017.



John P. Carlson



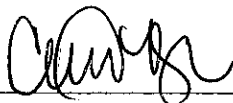
Cheryl A. Carlson

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
: ss.
County of San Bernardino

On this 26th day of January, 2017 before me, Christina Mojarro,
a Notary Public in and for said State, personally appeared JOHN P. CARLSON and
CHERYL A. CARLSON, who proved to me on the basis of satisfactory evidence to be the
persons whose names are subscribed to the within instrument and acknowledged to me
that they executed the same in their authorized capacities, and that by their signatures on
the instrument the persons, or the entity upon behalf of which the persons acted, executed
the instrument.

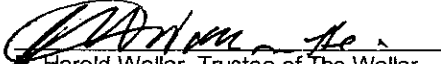
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.
WITNESS my hand and official seal.

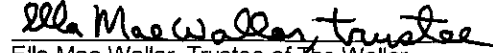
Signature  (Seal)



SIGNATURE PAGE FOR RESTATED BYLAWS FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

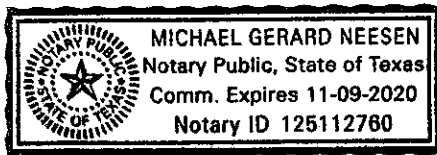
DATED this 6 day of Jan., 2017



P. Harold Wallar, Trustee of The Wallar
Family Trust dated December 21, 2004


Ella Mae Wallar, Trustee of The Wallar
Family Trust dated December 21, 2004

STATE OF Texas)
: ss.
County of Tarrant)

On this 5th day of January, 2017, before me, a Notary Public in and
for said State, personally appeared P. HAROLD WALLAR and ELLA MAE WALLAR,
Trustees of The Wallar Family Trust dated December 21, 2004, known to me to be the
persons whose names are subscribed to the within instrument and acknowledged to me
that they executed the same.




Printed Name: Michael Gerard Neesen
Notary Public for the State of Texas
Residing at 970 Hwy 287 N, Ste 106, Mansfield, TX 76063
My commission expires: 11/9/2020

SIGNATURE PAGE FOR RESTATED BYLAWS FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

DATED this 15 day of February, 2017.

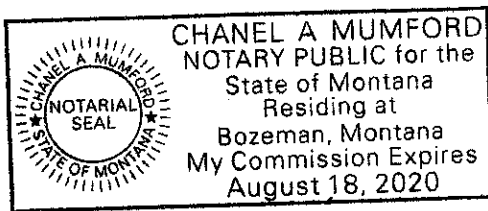
CDJK PROPERTIES LLC, by

CWD PROPERTIES, LLC, Member, by

Curt Dykstra
Curt Dykstra, Managing Member

STATE OF montana)
: ss.
County of Gallatin)

On this 15 day of February, 2017, before me, a Notary Public in and for
said State, personally appeared CURT DYKSTRA, Managing Member of CWD
PROPERTIES, LLC, Member of CDJK PROPERTIES LLC, known to me to be the person
whose name is subscribed to the within instrument and acknowledged to me that the
company executed the same.



Chanel A Mumford
Printed Name: Chanel A Mumford
Notary Public for the State of montana
Residing at Bozeman, montana
My commission expires: August 18, 2020

SIGNATURE PAGE FOR RESTATED BYLAWS FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

DATED this 2 day of Feb, 2017.

PETE, LLC, by

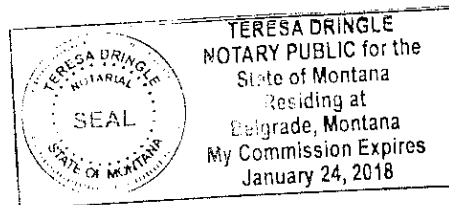
Ryan Dykstra
Ryan Dykstra, Member

Brandi Dykstra
Brandi Dykstra, Member

STATE OF Montana
County of Beauregard, ss.

On this 2 day of February, 2017 before me, a Notary Public in and for
said State, personally appeared RYAN DYKSTRA and BRANDI DYKSTRA, Members of
PETE, LLC, known to me to be the persons whose names are subscribed to the within
instrument and acknowledged to me that the company executed the same.

Teresa Dringle
Printed Name: Teresa Dringle
Notary Public for the State of Montana
Residing at Belgrade, MT
My commission expires: 01/24/2018



SIGNATURE PAGE FOR RESTATED BYLAWS FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

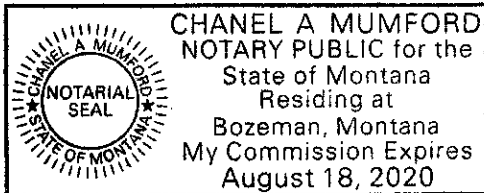
DATED this 1 day of MARCH, 2017.

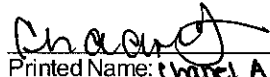
CWD PROPERTIES, LLC, Member, by


Curt Dykstra, Managing Member

STATE OF MONTANA)
: ss.
County of GALLATIN)

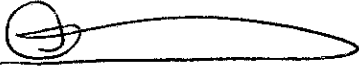
On this 1 day of MARCH, 2017, before me, a Notary Public in and for
said State, personally appeared CURT DYKSTRA, Managing Member of CWD
PROPERTIES, LLC, known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that the company executed the same.




Printed Name: Chanel A. Mumford
Notary Public for the State of Montana
Residing at Bozeman, MONTANA
My commission expires: August 18, 2020

SIGNATURE PAGE FOR RESTATED BYLAWS FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

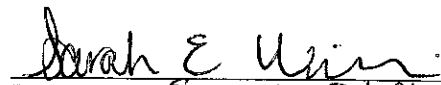
DATED this 31 day of JANUARY, 2017.



Arthur W. Giebel

STATE OF WASHINGTON)
: ss.
County of Walla Walla)

On this 31 day of January, 2017, before me, a Notary Public in and
for said State, personally appeared ARTHUR W. GIEBEL, known to me to be the person
whose name is subscribed to the within instrument and acknowledged to me that he
executed the same.


Printed Name Sarah E. Williams
Notary Public for the State of Washington
Residing at Walla Walla, Washington
My commission expires: 07/27/2019

SARAH E. WILLIAMS
NOTARY PUBLIC
STATE OF WASHINGTON
Commission Expires July 27, 2019

SIGNATURE PAGE FOR RESTATED BYLAWS FOR WATERSIDE COMMERCIAL
CONDOMINIUMS

DATED this 14 day of FEBRUARY, 2017.

DYKSTRA FAMILY LIMITED PARTNERSHIP, by

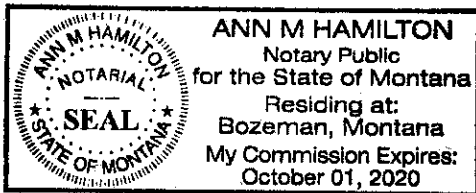
Y HANGING 4 CATTLE COMPANY, INC., General Partner, by

Ryan Dykstra
Ryan Dykstra, President

Linda Dykstra
Linda Dykstra, Secretary

STATE OF Montana)
County of Gallatin) : ss.

On this 14 day of February, 2017 before me, a Notary Public in and for said State, personally appeared RYAN DYKSTRA and LINDA DYKSTRA, President and Secretary, respectively, of Y HANGING 4 CATTLE COMPANY, INC., General Partner of DYKSTRA FAMILY LIMITED PARTNERSHIP, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that the partnership executed the same.



Ann M. Hamilton
Printed Name: Ann M. Hamilton
Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: 10-1-20