

# DECLARATION OF CONDOMINIUM

FOR

## Yucaipa Ridge CONDOMINIUMS

Westworks Building Company, Inc. ( the "Declarant" ), executes this Declaration of Condominium for Yucaipa Ridge Condominiums (the "Declaration") to submit the real property described herein to the provisions of § 70-23-101, et seq., Montana Code Annotated, known as the Unit Ownership Act, to be known as Yucaipa Ridge Condominiums (the "Condominium"), to take effect when filed for record in the office of the Gallatin County, Montana, Clerk and Recorder, and as otherwise required by law.

### ARTICLE I

#### PURPOSE AND CERTAIN DEFINITIONS

1. Purpose. The purpose of this Declaration is to submit and convey the land described in this Declaration, and the buildings and other improvements constructed or to be constructed on the lands, to the condominium form of ownership and use pursuant to § 70-23-101, et seq., Montana Code Annotated, known as the Unit Ownership Act.

2. Use of Terms and Definitions. The terms employed in this Declaration have the meanings given them in the Unit Ownership Act, unless the context or the more particular provisions of any Condominium Document requires a different one. Certain terms are used as follows:

- (a) Plural and Gender. All words or phrases shall be taken to include the singular or plural, according to context, and to include the female, male, or neuter gender as may be applicable.
- (b) Tense. Upon the effective date of this Declaration, use of the present tense shall include the future tense and use of the future tense shall include the past or present tense as may be applicable, particularly where the subject matter relates to completion of an improvement that has not been or already has been completed, as the case may be.



- (c) Successors. References to Declarant, owner, or to any entity or association shall include the respective successors, grantees, and assigns thereof.
- (d) Units. The term "Unit" means generally an area defined by surfaces or planes which is capable of being owned as a separate parcel of real property under the Unit Ownership Act, which includes, but is not limited to, the living areas.
- (e) Buildings. The term "Building" shall refer to any structure containing one or more Units which is constructed on the land submitted to condominium ownership pursuant to the Unit Ownership Act.
- (f) Condominium Documents and Property. This Declaration, the Bylaws, all other attached exhibits, and all supplements and amendments constitute the "Condominium Documents." The terms "Condominium Property" or the "Property" include all property, real, personal, or mixed, including such as are sometimes referred to as "facilities," submitted now or later to condominium ownership pursuant to the Unit Ownership Act or owned by the Association if context requires, other than the sole personal property of Declarant or any owner.
- (g) Eligible Mortgage Holder. An eligible mortgage holder is the holder of a first mortgage on a Unit estate who has submitted a written request that the Association notify it of any proposed action requiring the consent of a specified percentage of eligible mortgage holders.
- (h) Garage Structure. The term "Garage Structure" means a structure which contains designated, separately - identifiable garage stalls and which is constructed on the land submitted to condominium ownership pursuant to the Unit Ownership Act.
- (i) Association. The term "Association" means the Yucaipa Ridge Condominiums Owners Association, Inc., a non-profit corporation organized under § 35-2-101, et seq., Montana Code Annotated, to serve as the association of the owners of the Units.



- (j) Bylaws. The term "Bylaws" means the Bylaws of the Association.

## ARTICLE II

### DESCRIPTION OF LAND AND BUILDINGS; PRINCIPAL MATERIALS

1. Land. The land conveyed and submitted to the Unit Ownership Act is situated in Gallatin County, Montana, and is legally described as follows:

Lot 235 of Valley West Subdivision Phase 3D, City Of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. (hereafter, the "Land").

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in any ways appertaining, and easements for ingress and egress, sewer and water systems, telephone, power, other utilities, and cable services to each Building and Unit as shown or delineated on the subdivision plat or certificate of survey, site plan, and other documents filed or recorded with the Clerk and Recorder of Gallatin County, Montana, and reserving the non-exclusive use thereof to the Unit owners and a general easement therefore to the Association.

The real property submitted to the Unit Ownership Act is subject to existing easements, covenants, articles of incorporation, bylaws, terms, conditions, obligations, disclosures, reservations, restrictions, dedications, conditions shown and delineated in the Condominium Documents, plats, site plans, and other documents filed or recorded with the Clerk and Recorder of Gallatin County, Montana, or the state of Montana, and subject to applicable zoning ordinances and land use restrictions, if any, laws and regulations of the state of Montana and the United States of America, and also subject to taxes, assessments, and charges levied by Gallatin County, improvement districts, sewer and water districts, fire districts, and any other district or taxing authority, if any.

The real property is also subject to the Declaration of Covenants, Conditions, and Restrictions for Valley West Subdivision and Valley West Subdivision Phase 3D, Gallatin County, Montana, filed and recorded in the office of the Clerk and Recorder of Gallatin County, Montana, Document No. 2072118 and Document No. 2269547, and as those documents may be amended. In addition to assessments upon Units as provided by the Condominium Documents, assessments may also be levied upon Units, and payable by the owners of Units, by and through the Valley West Subdivision Property Owners Association.



2. Site Plan and Description. Attached hereto as Exhibit A is the Site Plan which shows the Land and Buildings. The Condominium contains five (5) Units.

3. Use. The use for the Building, each Unit contained therein, the garage structure, and all common and limited common elements is for residential purposes only.

4. Service of Process. The name and address of the person designated to receive service of process for the Condominium, until another designation is filed of record, is Justin Tribitt, 1039 Stoneridge Drive, Suite 1, Bozeman, Montana, 59718.

5. Particulars of Units; Certificate of Architect. Attached to this Declaration as Exhibit B are the floor plans for the Units, which show the layout of each Unit including the Unit designation, location and approximate dimensions and square footage, and the common areas to which each Unit has access. Attached to this Declaration as Exhibit C is a Certificate of a registered professional engineer containing the certification required by § 70-23-306, Montana Code Annotated.

6. Principal Materials. Attached to this Declaration as Exhibit D is a description of the principal construction materials used in each Building and Unit.

### ARTICLE III

#### IDENTIFICATION OF UNITS

Each Unit is identified by a number and street address (all of which are in Bozeman, Montana, 59718) as follows:

<u>Unit</u>	<u>Address</u>	<u>Percent of Ownership</u>
A	445 Ferguson	20%
B	445 Ferguson	20%
C	445 Ferguson	20%
D	445 Ferguson	20%
E	445 Ferguson	20%



## ARTICLE IV

### DESCRIPTION/DEFINITION OF COMMON ELEMENTS AND UNITS

The condominium consists of Units that are separate parcels of real estate individually owned and of common property ("common elements") that may be used by the Unit owners. The common elements are either "general common elements" or "limited common elements".

1. General Common Elements. The general common elements are the land and all improvements, devices and installations existing for the common use, except the Units and such common elements as are specifically defined as limited common elements. The general common elements include, without being limited thereto, the land, the well, common water systems and meters, common lighting systems, all landscaping and plantings, outside lighting systems and fixtures that are not reserved as a limited common element for the use of a specific Unit, and all devices or installations existing for common use. All general sewer, water, electrical, gas, telephone and other utility or service lines that are not reserved for the use of a particular Unit are general common elements. The general common elements shall include easements to Units for all such lines, wiring, ducts and the like above referred to for the furnishing of utility and other services or systems to the other Units and to the common property and easements of support in every portion of a Unit which contributes to the support of the improvements.

2. Limited Common Elements. The limited common elements include such common property that is reserved for the use of a particular Unit to the exclusion of other Units. The common property that is specified and determined to constitute a limited common element for the sole use of a Unit includes, but is not limited to, (i) all of the external and internal structural and non-structural elements of a Unit, including the foundations, basements, floors, exterior walls, ceilings, roofs, stairways, decks, patios, entrances and exits of a particular Unit, and (ii) all fixtures, attachments, machines, equipment, utility lines, service lines, driveways, sidewalks, landscaping, plantings and outside lighting systems and fixtures that pertain to the use of a particular Unit and (iii) the Garage Structure which corresponds to the unit number.

3. Units. Each Unit shall consist of the area between the interior surfaces of its perimeter walls (including windows and sliding doors or windows, and including the interior surface of the exterior door(s)), and between the lower surface of the ceiling and the upper surface of the concrete slab or the floor. In all cases, a Unit shall include and be defined by the surfaces referred to and shall include any non-load bearing partitions within.



## ARTICLE V

### FRACTIONAL INTEREST OF EACH UNIT IN THE COMMON ELEMENTS; VOTING RIGHTS

1. Fractional Ownership Interest. The owner of each Unit shall own as an appurtenance an undivided interest in the lands and other common elements of the Condominium, both limited and general. Such interest shall be the same in both the limited common elements and the general common elements, notwithstanding any exclusive right of use of any limited common element which may be appurtenant to a particular Unit.

2. Voting Rights. The total number of votes outstanding and entitled to be cast by the owners is five (5), which is equal to the number of Units in the completed project. The owner or owners (collectively) of each Unit, as such and as an Association member (if applicable) shall be entitled to cast one vote for each Unit.

3. Suspension of Voting Rights for Nonpayment. If any assessment or amount owing to the Association remains unpaid as of the date of any meeting of the members, the owner of the Unit on which the unpaid assessment or amount is due shall not be eligible to cast a vote at such meeting, and such owner's consent shall not be required in order to adopt any amendment to the Declaration or otherwise transact business at such meeting.

## ARTICLE VI

### APPURTENANCES TO UNIT OWNERSHIP AND TRANSFER; SUBDIVISION

1. Appurtenances. The ownership of each Unit shall include all of the appurtenances, including, but not limited to, the following:

- (a) Fractional Interest of Ownership of Common Elements and Funds; Liabilities for Expenses. There shall be appurtenant to each Unit and the ownership thereof an undivided fractional interest of ownership in and liability for (1) the general common elements, (2) the limited common elements, (3) the funds and surplus, if any, of the Association, and (4) except as otherwise specifically provided in this Declaration, the common expenses and liabilities of the Association. Such undivided fractional interest of ownership or liability shall be identical as to each of the four aspects above named, and the amount of such fractional interest or liability shall be the fraction (as may be



adjusted as provided in this Declaration) fixed pursuant to and as set forth in or adjusted pursuant to Article V.

- (b) Encroachment Easements. If any portion of the common elements encroaches upon any Unit or any other portion of the common elements, or if any Unit encroaches upon any other Unit or upon any portion of the common elements, or if any of such encroachments shall occur hereafter as a result of shifting or settling of a Building or from alteration, repair or improvement to the common elements and/or as a result of repair or restoration of the common elements or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the Buildings, common elements and Units exist.
  
- (c) Cross Easements. The appurtenances shall include, so long as the Buildings, common elements and Units exist, easements from each Unit owner to each other Unit owner and to the Association and from the Association to the respective Unit owners as required as follows:
  - (i) Ingress, Egress and Maintenance. Easements are reserved for ingress and egress through the common areas for access to the Units and through the common areas and the Units for purposes of maintenance, repair, replacement or reconstruction of each as authorized;
  
  - (ii) Support. Every portion of a Unit contributing to the support of a Building is burdened with an easement of support for the benefit of all other Units and common elements in or of the Building;
  
  - (iii) Utilities and Other Services. Easements are reserved through the Units and common elements for conduits, ducts, plumbing, wiring, piping and other facilities for the furnishing of utility or other services and facilities to the other Units and common areas, provided such easements through a Unit shall be only according to the plans and specifications for a Building as and if varied during construction as permitted in this Declaration unless otherwise agreed by the Unit owner.

(d) Possession and Use of Unit, Including Air Space. In addition to the fee simple ownership of a Unit, there shall be as an appurtenance an exclusive easement for the possession and use of the air or room space within the Unit and to the limited common elements of that Unit as the same exists from time to time or as altered or reconstructed from time to time subject to necessary and authorized easements for maintenance, repair and the like; which appurtenance shall be terminated automatically in the event of termination of the Condominium.

2. Assignment or Transfer of Appurtenances; Severance. The ownership of each Unit shall include and there shall pass and be transferred in the event of any transfer of ownership of such Unit as a parcel of realty or of any owner's right, title or interest in the Unit, whether by deed, mortgage, other instrument or otherwise than by an instrument, all of the appurtenances whether enumerated and separately described or not; and no part of the appurtenant interest of any Unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other distribution of the Unit itself or all Units in the Condominium.

3. Subdivision; Partition. No Unit shall be subdivided, nor shall any Unit be partitioned.

4. Liens. Taxes, assessments, judgments and any other matter against a Unit owner which may give rise to a lien shall be a lien only against the Unit owner's Unit and not against any other Unit or the common elements.

## ARTICLE VII

### MANAGEMENT OF THE CONDOMINIUM

1. Association of Owners; Membership, Vote or Other Action of Owners. The business and affairs of the Condominium shall be governed and managed by the Yucaipa Ridge Condominiums Owners Association, a non-profit membership corporation organized and existing under § 35-2-101, et seq., Montana Code Annotated, which corporation is and shall constitute the council of the co-owners of the Units and common elements submitted to the Unit Ownership Act. Copies of the Bylaws of the Association are filed simultaneously with this Declaration. All owners of Units shall automatically be members of the Association, and membership in the Association shall automatically cease upon termination of such ownership interest. Whenever a vote or other action of owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association and the Bylaws.





2. Agreements and Compliance. All owners, tenants, families, guests and other persons using or occupying a Unit shall be bound by and strictly comply with the provisions of the Bylaws of the Association and the applicable provisions of the other condominium documents, and all rules and regulations and all agreements and determinations lawfully made by the Association and its directors, officers, or agents shall be binding on all such owners and other persons. A failure to comply with the Bylaws or the provisions of the other condominium documents or any agreements or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any owner as applicable and for mandatory or other injunctive relief, and the election of one such remedy shall not constitute the waiver of any other.

3. Included Powers; Foreclosure of Lien, Waiver of Partition. Each owner agrees that the Association has and shall exercise all powers, rights, and authority granted unto it by the Unit Ownership Act, § 70-23-101, et seq., Montana Code Annotated, and such as are more particularly set forth in the Condominium Documents, including the making of assessments chargeable to owners and a lien on a Unit for any common expenses, and the right to foreclose the lien on a Unit and acquire a Unit at foreclosure sale and to hold, lease, mortgage or convey the same, but such acquisition shall be on behalf of all Unit owners, all of whom, however, shall be deemed to have waived all rights of partition with respect to the Unit.

4. No Avoidance by Waiver of Use; Right of Entry. The liability of an owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of a Unit for which an assessment is made. Except in the event of an emergency, the Association shall have the right exercisable at reasonable hours to enter a Unit as may be necessary or advisable to exercise its rights or responsibilities. In the event of an emergency the Association shall have the right to enter a Unit at any time as may be necessary or advisable to exercise its rights or responsibilities.

5. Management Contract. Pursuant to authority granted in its Bylaws, the Association may, but is not required to, enter into a contract for professional management of its affairs, and the management fee and other obligations or of any subsequent management contract shall be a common expense.

6. Association as Attorney-in-Fact for Owners. The Association is irrevocably appointed attorney-in-fact for the owners of each and every Unit, to manage, control, and deal with the interest of such owners in the common elements so as to permit the Association to fulfill all of its duties and obligations, and to exercise all of its rights, to deal with the Condominium upon its destruction or obsolescence as provided in this Declaration and to deal with and handle insurance and insurance proceeds and condemnation and condemnation awards. The



Association is designated and appointed to represent the Unit owners in any related proceedings, negotiations, settlements, or agreements. Any costs incurred by the Association in pursuing legal proceedings against a Unit Owner for violation and/or non-compliance of the Covenants shall be reimbursable by the Unit Owner upon successful litigation by the association. Any proceeds from a settlement must be payable to the Association and used for the benefit of the Unit owners and their mortgage holders, if any. Any distribution of funds made by the Association in connection with the termination of the Condominium shall be based on the relative value of each Unit, which shall be rebuttably presumed to be in proportion to the Unit owner's individual interest in the common elements. The acceptance by any person or entity of any interest in any Unit shall constitute an appointment of the Association as an attorney-in-fact as provided above.

7. Subordination of Assessment Liens. If any Unit subject to a lien created by any provision in this Declaration shall be subject to the lien of a first Mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and (ii) the foreclosure of the lien of such Mortgage or the acceptance of a deed in lieu of the foreclosure by the Mortgage, shall not operate to affect or impair the lien except that assessment liens, if any, that shall have come due up to the time of foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser and successor purchasers taking title free of assessments, if any, that have come due up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to assessment liens that come due subsequent to the foreclosure or deed given in lieu of foreclosure. All assessment liens as shall have come due up to foreclosure or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect the sums from the defaulting owner personally.

8. Project Documents Held by Association. The Association shall maintain, at its offices, and make available for inspection during normal business hours, current copies of the Declaration, Articles of Incorporation of the Association, Bylaws of the Association, and all other rules concerning the Condominium, as well as the Association's own books, records, and financial statements, all of which shall be current and shall include, as appropriate, all amendments to any of these documents. These documents shall be available for inspection by Unit owners or by holders, insurers, or guarantors of first mortgages that are secured by Units in the Condominium.

9. Commencement of Assessments. Assessments on Units will commence as determined by the Board of Directors of the Association. The Association may provide for the allocation of a reduced assessment for unsold Units if they are not occupied. In any event, full assessments for all Units in a building



must commence and be allocated no later than sixty (60) days after the first Unit in that building is conveyed.

10. Rights of Action. The Association, and any aggrieved Unit Owner, has a right of action against Unit owners who fail to comply with the provisions of this Declaration, the Association Bylaws, rules, regulations, or any other provisions of documents relating to the Condominium or the decisions made by the Association.

11. Written Notice. Upon receipt of a written request from the holder, insurer, or guarantor of a mortgage on any Unit, the Association must provide timely written notice, to the address specified in the writing from the holder, insurer, or guarantor, of any of the following:

- (a) any condemnation or casualty loss that affects either a material portion of the Condominium project or the Unit securing the mortgage;
- (b) any 60-day delinquency in the payment of assessments or charges by the owner of any Unit on which it holds the mortgage;
- (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (d) any proposed action that requires the consent of a specified, eligible mortgage holder.

In any such written request for notice, the mortgage holder, insurer, or guarantor must identify the name and address of the mortgage holder, insurer, or guarantor and the number or address of the applicable Unit.

## ARTICLE VIII

### MAINTENANCE, ALTERATION AND IMPROVEMENTS

1. Terms. Although the use of one shall not be deemed to exclude the applicability of another unless specifically so stated or required by the context, the following terms shall be defined as follows: "maintenance" is used generally to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the condominium property in the same condition as when first constructed and completed; "alteration" relates to changes from such state other than maintenance; "improvement" as distinguished from alteration relates generally to the addition of new and different structures, elements or facilities other than those referred to in this Declaration.



2. Maintenance by Association.

- (a) All common elements, limited common elements, the garage structure, and facilities, limited or general, shall be maintained by the association as a common expense unless responsibility is otherwise imposed on the Unit owner by Paragraph 3 of this Article, or otherwise.
- (b) Incidental damage caused to a Unit through maintenance by the Association shall be repaired by the Association as common expense.
- (c) The Association shall determine from time to time what maintenance may be required with respect to a particular Unit or Units. If a Unit owner defaults in his or her responsibilities of maintenance, the Association shall assume the same and perform the maintenance as a common expense and levy a special assessment against the Unit and against the Unit Owner, collectible as other assessments.
- (d) The Association shall arrange for all lawn care, landscaping and maintenance, all required snow removal from city sidewalks and driveways to be paid as a common expense.

3. Maintenance by Owner.

- (a) It shall be the responsibility of each Unit owner, and at the owner's expense, to provide all maintenance of and within the owner's Unit as defined in Article IV, Paragraph 3.
- (b) The Unit owner shall maintain at his or her expense any improvements or alterations subsequently added by him or her.
- (c) The Owner shall perform all maintenance required to be performed by the Owner without disturbing the rights of other Unit owners.

4. Responsibility of Owner; Insurance Proceeds. The owner of a Unit shall be responsible and liable for the expense of any maintenance rendered necessary by his or her act, neglect or carelessness or that of his or her family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates occasioned thereby, provided this requirement shall not preclude the proceeds of insurance maintained by the Association or any Owner from being



applied to discharge such expense, in whole or in part; provided further, nothing in this Declaration shall be construed to modify subrogation rights of or any modification of subrogation rights by insurance companies.

5. Maintenance Involving More Than One Unit. If maintenance is required involving more than one Unit, the Association, in order to provide centralized direction, may assume responsibility therefore and provide for the same, in whole or in part, as a common expense assessable to the owners of the Units involved.

6. Alteration or Improvements by Unit Owner. No Unit owner shall make any alteration of or improvements to a Unit or to any of the common elements or remove any portion without approval of the board of directors of the Association as to the proper insurance of such alterations or improvements under any master insurance policy purchased by the Association or by an insurance policy purchased by the owner and as to arrangements for bearing the expense of such insurance. In addition, no alteration or improvements to a Unit shall be made unless the board of directors shall approve the design and safety and no work by an owner is permitted which will jeopardize the soundness of a building or impair any easement. Any alteration or improvements of a Unit shall neither increase nor decrease the fractional interest in the common elements appurtenant to that Unit.

7. Alteration or Improvement by the Association or All Owners. The board of directors is authorized to make minor alterations and improvements to buildings or other common elements, which minor alteration or improvement shall be defined to be minor if the total cost of the alteration or improvement project in any calendar year is less than one percent (1%) of the total annual dues of the Association. Except as provided in Paragraph 6 above for alteration or improvement of a Unit, there shall be no other alteration of a Building or other common elements, the Garage Structure, or further improvements added to the land or other common elements, without the approval of all owners, provided upon the question. Being put to a vote by referendum ballot or membership meeting provided in the bylaws any such alteration or improvement may be done sixty percent (60%) of the total number of votes outstanding and entitled to be cast are voted in favor of the alteration or improvement and if the dissenting owners are relieved from the cost and their share of the of the cost is borne by the assenting owners. Bids shall be taken and the cost accurately estimated before such vote is conducted. An alteration or improvement pursuant to this paragraph shall not alter the fractional interest appurtenant to each Unit in the common elements and such interest shall remain as before, irrespective of whether the owner voted in favor of or against the alteration or improvement.

## ARTICLE IX



## CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE AND ENJOYMENT

The ownership, use, occupation and enjoyment of each Unit and of its appurtenances and of the common elements of the Condominium shall be subject to covenants, conditions, easements, or other encumbrances of record and to the provisions of the Bylaws and Articles of Incorporation of the Association and of this Declaration, all of which provisions, irrespective of where set forth or classified as such, shall with equal status constitute such a covenant, condition, restriction, and requirement as shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against all Units and the owners and their respective assigns, lessees, tenants, occupants, and successors in interest. The following particular covenants, conditions, restrictions and requirements are noted and set forth:

1. Conveyance/Mortgage/Lease. No owner of a Unit shall convey, mortgage or lease such Unit unless and until all sums due the Association by way of assessment of any kind or other charge and whether evidenced by recorded liens or not are currently paid and not delinquent and in the event of delinquency the grantee, mortgagee or lessee, if notified before paying or disbursing to the owner, shall apply the proceeds of such transaction first to payment of the delinquent amounts before payment of any sum to the owner. The Association shall in any event issue a written statement under signature of an officer or management contractor to such grantee, mortgagee or lessee verifying the status of all delinquencies or upon payment of delinquencies as shown shall constitute conclusive evidence of compliance with this paragraph.

2. Exterior Facade. No Unit owner may paint or in any manner decorate the exterior facade of the walls or add or connect equipment, structures or facilities or erect any For Sale or other sign or otherwise disturb or affect the same without complying with the condominium documents and without the prior consent of the board of directors.

3. Parking/Vehicles. The Association, acting through its board of directors, shall have the right to designate and control the manner of use of the outside parking spaces and to reserve a space or spaces for service purposes and to otherwise permit or prohibit the use of any such space or spaces by a particular owner and family, including their guests or invitees. Vehicles shall not be stored on general common elements for more than fourteen (48) continuous hours, and no recreational vehicles, motorcycles, disabled motor vehicles, boats, campers or similar vehicles can be parked on limited or general common elements. Violation may result in the vehicle(s) being towed by the Association at owner's expense and liability. Except when a garage door is open to permit the ingress or egress of a



vehicle, garage doors must remain closed.

4. Activity Affecting Insurance. The owner of each Unit covenants and agrees not to engage or permit any activity or condition as would cause a termination of or increase the premium for insurance carried by the Association or by any Owner.

5. Pets; Procedure for Removal of Uncontrolled Pets.

- (a) No pets or animals of any kind may be kept on the land or in any Unit except as follows:
  - (i) Two dogs may be kept in each Unit; and
  - (ii) Two cats may be kept in each Unit.
- (b) The breeding or marketing of any pet or its offspring is not permitted and may not occur.
- (c) No pet may run free, unleashed, or unattended anywhere outside its owner's Unit, except in the fenced backyard. Owners must immediately clean up after a pet, whether such pet is owned by a unit owner or a guest of said unit owner, if it defecates or urinates outside the owner's Unit, on Condominium property. The Association shall have the power to assess fines and cleaning costs against any violating unit owner, which shall be a lien against the owner's unit. The failure of any unit owner to abide by this subparagraph (c) on two or more occasions, and the Association's receipt of written complaints to that effect by two or more Unit owners, shall permit the board of directors of the Association, by majority vote, following a hearing on the issue, to require the owner to permanently remove the pet from the Condominium property within seventy-two (72) hours of the board's decision.

6. Structures/Refuse/Compliance. No sheds, fences or other outbuilding or structure of any kind shall be erected on the land other than the Buildings. No doghouses may be erected without approval by majority vote of the association. No activity is allowed which unduly interferes with the peaceful possession and the proper use of the property by its owners. No fire hazard or unsightly accumulation of refuse is allowed. All laws, ordinances and the regulations of governmental bodies shall be observed by the owners and the Association.



7. Repair, Maintenance and Reconstruction. Each Unit owner covenants and agrees with all other Unit owners to repair and maintain, rebuild and reconstruct his or her own Unit and keep the same in good repair for the benefit of all such other owners, as may be required and applicable, and to pay his or her separately metered utility expenses and assessments.

8. Liens. A Unit owner shall give notice to the Association of every lien against his Unit other than permitted mortgages, taxes and Association assessments, and of any suit or other proceeding which may affect the title to his or her Unit within ten days after the lien attaches or the owner receives notice of such suit.

9. Additional Rules, Restrictions and Regulations. The Association, acting through its board of directors, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of the condominium property, and without limiting the scope of the Board's authority, the following in particular shall govern: The board (a) may approve temporary structures, the same being otherwise prohibited, (b) may regulate or prohibit the ownership and use of motorcycles or other power driven equipment, (c) may have, at the expense of the vehicle owner, any vehicles towed that remain parked on general common elements longer than 48 continuous hours, (d) may prohibit the use of flags, banners and decorations and (e) may permit the enclosure of a deck or patio area, the same being an alteration or improvement otherwise not permissible without approval by the board of directors.

10. Use of Units, Leases and Liability.

(a) Units shall be used and occupied for single family dwellings purposes only.

(b) No Unit may be leased until the Association has received, in advance of signing of any lease, a request from the Unit owner to lease that Unit and, in addition, has been granted written approval to lease the Unit. No more than forty percent (40%) of the Units can be leased at any time. Failure of the Unit owner to obtain prior written approval from the Association to lease the Unit shall render the lease null and void, and the Association shall have the right to exclude or evict any tenant who is attempting to occupy or who is occupying a Unit pursuant to an unauthorized lease. All costs incurred by the Association as a result of enforcement of this provision are chargeable to the Owner of the affected Unit. The Association shall develop rules and procedures by which Unit owners may make application to the Association for approval to lease a Unit, rules and procedures for developing a waiting list for the grant of lease approval when the forty percent (40%)





maximum has been reached, and any other rules and procedures necessary for the implementation of this provision. A Unit may be rented or leased by the owner provided the entire unit is rented, the lease or rental agreement is reduced to writing, and a copy of said lease or rental agreement is filed with the Association prior to the renter or lessee taking possession. No lease or rental agreement shall relieve an owner from any responsibility or liability imposed by the condominium documents. No renter, lessee, or tenant shall have the right to sublet a Unit under any circumstances.

- (c) The terms "lease" and "rental agreement" shall include any form of occupancy, whether technically a lease or tenancy and whether for consideration or not. An owner shall be liable to the Association and other owners, as the case may be, for damage to common elements or property of other owners.

11. No Waiver. Failure of the Association or any owner to enforce any covenant, condition, restriction, or other provision of the Unit Ownership Act, this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

12. Additional Regulations. In addition to all of the foregoing provisions, the use of a Unit and the common elements shall be in accordance with and subject to the following provisions:

- (a) An owner has the right to decorate windows in his or her Unit, however, this right is limited to the extent that only drapers, curtains, sheers, and shutters may be used that must be lined so that they appear white from the outside of the building. Nothing shall be hung between the interior surface of the window and the drapes, curtains, sheers or shutters used..
- (b) No noxious or offensive activity shall be carried on inside or outside of any Unit, and nothing shall be done or be permitted to remain in any Unit, including any pet, which may be or become a nuisance or annoyance to occupant Owners and/or other occupants. Occupant Owners and other occupants of Units shall exercise extreme care not to disturb other owners or occupants with excessive noise. No nuisances shall be allowed upon the property, nor shall any use or practice be allowed which is a source of annoyance to residents of the Condominium, or which interferes with the peaceful



possession and proper use of the property by its residents. No immoral, improper, offensive or unlawful use shall be made of the property, nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. For purposes of the foregoing, any activity within one Unit or common areas which can be heard within another Unit in which the windows are open shall be considered a nuisance if such activity occurs between ten (10) p.m. and eight (8) a.m. The first such occurrence shall result in a warning from the Board and thereafter further offenses may be subject to a fine of up \$100.00 for the second offense and \$200.00 for each subsequent offense. In the event that fines are levied and not paid, the Association, acting through the Board, may file a lien against the Unit in the same manner as an assessment lien, and may foreclose upon such lien as provided herein.

- (c) There shall be no obstruction of and nothing shall be stored upon any common elements, other than internal limited common elements reserved to the use of a specific Unit, without the approval of the Association.
- (d) No signs of any character which are visible from the outside of a Unit shall be erected, posted or displayed upon, from or about any Unit, unless first reviewed and approved by the Association, provided however that one "for sale" or "for rent" sign may be displayed on the premises.
- (e) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used materials, or trash of any other kind shall be permitted within any Unit or be permitted to remain in public view.
- (f) No owner or other person shall install any electrical or telephone wire, television antenna, or other antenna, or other machine or device on the exterior of a Building. Provided, however that each owner shall be allowed to install one standard size eighteen inch (18") satellite dish on the exterior of his or her unit.
- (g) Nothing shall be altered in, constructed in, or removed from the common elements, except upon written consent of the board of directors of the Association which may be given through regulations of the Association, and further provided



that any holder of a first mortgage which acquires possession of a Unit by foreclosure or by deed in lieu of foreclosures shall have the right to post signs for the sale or rental of such Unit until such Unit is sold or a rental agreement is signed.

- (h) No activity shall be allowed which unduly interferes with the peaceful possession and use of the condominium property by the Unit owners.
- (i) Agents of or contractors hired by the Association may enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the owners as practicable and upon reasonable prior notice.
- (j) Each Unit occupant shall keep his or her Unit and limited common elements to which he or she has sole access in a good state of repair, presentation and cleanliness.
- (k) No hunting, target practice, discharge of firearms, or disturbance of the natural state of the property, including the removal of living trees, plants, shrubs, bushes, grass, or top soil, damage to any of the foregoing is permitted without the prior consent in writing of the board of directors.
- (l) Window air conditioning units may be installed in condominium Unit windows only on the backyard side of the Unit and only between June 1 and September 30 of each calendar year. No air conditioning units may remain in any Unit window between October 1 and May 31. Permanent air conditioning units may be installed only on the backyard side of the buildings.

## ARTICLE X

### INSURANCE

The insurance that shall be carried on the condominium property and the property of the Unit owners shall be governed by the following provisions:

1. Casualty, Common Elements. The Association shall purchase casualty and extended coverage insurance upon the condominium property, including the Units and limited common elements, for the benefit of the Unit owners,



and their respective mortgagees, it not being necessary in the policies to name the owners or mortgagees. Payments for losses shall be paid to the Association as the agent for the owners and their respective mortgagees.

2. Casualty, Units. Each Unit owner shall obtain fire and extended coverage insurance at his or her own expense upon the owner's Unit from the "studs in" portion of the Building in which his or her Unit is located, including all limited common elements which pertain to his or her Unit. Such insurance shall be in a form and an amount approved by the Association. Such policies shall provide that payments for losses by the insurer shall be paid to the owner, the owner's mortgagee and the Association as their interests may appear. In such event, a copy of all such policies and endorsements shall be deposited with the Association.

3. Personal Property and Liability. Each Unit owner shall obtain insurance at the owner's own expense affording coverage for such owner's personal property within the Unit and for such owner's liability. The Association shall have no responsibility for obtaining or maintaining insurance affording coverage upon any owner's personal property.

4. Coverage, Casualty Insurance. All Units and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually for the insurance company affording such coverage. All personal property included in the common elements shall be insured for its value. Any insurance so obtained shall be subject to such deductible clauses as may be approved by the Association in order to obtain coverage at reasonable costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

5. Coverage, Public Liability. Public liability insurance shall be purchased by the Association in such amounts and with such coverage as shall be required by the board of directors, including, but not limited to, water damage, off premises employee coverage, hired automobile and non-owned automobile liability coverages.

6. Cross-Liability Endorsements; Subrogation Waiver. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit owners as a group to a Unit owner. All fire and extended coverage insurance shall provide that the insurer waives its right of subrogation as to any claim against the Unit owners, the Association and their respective employees, agents and guests.



7. Other Insurance. The Board shall obtain workmen's compensation policies to meet the requirements of law and shall obtain such other insurance as the board of directors determines desirable.

8. General Policy Provisions. If agreeable to the respective insurers, the policies procured by the Association and the owners shall, where applicable, include provisions that they shall be without contribution or pro ration and that the doctrine of "no other insurance" shall not apply; that the conduct or default of any one or more owners will not constitute grounds for avoiding liability under doctrines of warranties, conditions or forfeiture with respect to increase in hazard or vacancy clauses or other conditions or warranties purporting to relieve a carrier of its obligations; for payment of common expenses with respect to damaged Units during the period of reconstruction patterned after "use and occupancy" riders; for sub-policies specifying the portion of any master policy earmarked for each owner's interest. Reference to all or any of the foregoing provisions is for the purpose of providing flexibility and certainty and is not to be interpreted as constituting an admission that any of the doctrines or rights referred to are applicable or would exist in the absence of a specific provision or waiver referring to the same.

9. Use of Proceeds. If the damage for which the proceeds of casualty insurance are paid to either the Association or any owner, as the case may be, is to be repaired or reconstructed, the insurance proceeds shall be paid to defray the cost as provided in this Declaration. If any proceeds are remaining after defraying such costs, such proceeds shall be retained by the named insured or his or her mortgagee, as their interest may appear.

10. Enforcement by Mortgagees. Certain provisions in this Article are for the benefit of mortgagees as well as owners of Units, and all of such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

11. Owner Failure to Insure. If an owner fails to obtain and keep in force the insurance required to be maintained by the owner, the Association may obtain such insurance and assess the cost to the owner and such owner's Unit. Such assessment shall be a lien against the Unit and shall be collectible as other assessments.

## ARTICLE XI

### RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property. Specifically, the Unit owner shall be responsible for reconstruction and



repair after casualty of the Unit, his or her limited common elements and that portion of the building in which the Unit is located. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

2. Caliber of Work. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, as available from the exhibits and amendments of this Declaration unless a change is permitted by the approval of at least eighty percent (80%) of the owners of Units voting at a meeting of the Association called for such purpose.

3. Payment of Costs. If the Unit owner does not, within fifteen days of the date of the damage or destruction to his or her Unit and the limited common elements whose use is reserved to the Unit, advise the Association in writing of the owner's determination to repair, reconstruct or rebuild, the Association may, in the manner provided in this Declaration, determine to so repair, reconstruct or rebuild, as the case may be, and in such event:

- (a) The insurance proceeds payable on account of such casualty shall be utilized by the Association and the owner to defray the expenses, and
- (b) To the extent that such insurance proceeds are inadequate to defray such expenses, the Association shall have a lien against the Unit to the extent of such inadequate coverage and shall levy a special assessment in that amount against the Unit collectible as other assessments.

In the event the Association so proceeds with repair, reconstruction or rebuilding as contemplated, the determination of its board of directors as to what constitutes adequate repair, reconstruction or rebuilding shall be binding on the owner and the owner shall have no claim of any kind against the Association or any of its officers, directors or representatives on account of such repair, reconstruction or rebuilding or on account of any claimed failure in that regard.

## ARTICLE XII

### AMENDMENT

Amendment of this Declaration and the necessity for amendment shall be governed by the following:

1. Fractional Interest or Percentage Interest of Ownership. The fractional interest and percentage interest of ownership of a Unit owner in the common elements of the condominium regime may be amended only by unanimous consent



of owners of all of the Units and their mortgagees, provided, in the event of condemnation of any Unit or of long-term obsolescence, the same may be amended as provided in Paragraph 3 of this Article XII.

2. Contracts Excepted. No lawful agreement entered into by the Association shall require an amendment of this Declaration, provided the same is not in conflict with this Declaration.

3. (a) General Procedure. Except as otherwise provided in this Article, this Declaration may be amended:

- (i) by the written agreement of the owners of eighty percent (80%) of the Units; or
- (ii) by the owners acting through the Association and in accordance with the procedures of its Bylaws at a regular or special membership meeting at which notice of the proposed amendment has been given and upon the favorable vote of eighty percent (80%) of the total number of votes outstanding and entitled to be cast. No amendment shall be adopted at variance with that proposed in the notice, but the notice may contain more than one proposed amendment. Approval of the Board of Directors is not required of an amendment thus adopted.

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

- (i) voting rights;
- (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;
- (iii) reductions in reserves for maintenance, repair, and replacement of common elements;
- (iv) responsibility for maintenance repair;



- (v) reallocation of interests in the general or limited common elements, or rights to their use;
- (vi) re-definition of any Unit boundaries;
- (vii) convertibility of Units to common elements, or vice versa;
- (viii) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project;
- (ix) hazard or fidelity insurance requirements;
- (x) imposition of any restrictions on a Unit owner's right to sell or transYucaipa Ridger his or her Unit;
- (xi) restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Declaration;
- (xii) any provisions that expressly benefit mortgage holders, insurers, or guarantors;
- (xiii) any action to terminate the legal status of the project after substantial destruction or condemnation occurs, or for any other reason; or
- (xiv) the termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property.

(c) Deemed Approvals. If any eligible mortgage holder fails to attend any meeting, in person or by proxy, called for the purposes of amending the Declaration, notice of which is received by the eligible mortgage holder by certified mail with return receipt requested, or if any eligible mortgage holder fails to submit a response to any written proposal for an amendment to the Declaration within sixty (30) days after receipt of a proper notice of the proposal delivered by certified mail, return receipt requested, then each such eligible mortgage holder shall be deemed to have approved the proposed amendment.

4. Execution and Recording. An amendment of this Declaration shall be effective when executed and acknowledged by the required number of owners and





mortgagees, as the case may be, with the formalities of a deed and recorded in the office of the Gallatin County Clerk and Recorder.

### ARTICLE XIII

#### EFFECTIVE DATE; POSSESSION OF COMMON ELEMENTS; CONDEMNATION AND OBSOLESCENCE; PARTITION; SEVERABILITY; ARTICLES OF INCORPORATION AND BYLAWS OF ASSOCIATION

1. Effective Date of Fractional Interest. The fractional ownership interests in the common elements referred to in this Declaration shall come into being and take effect at such time as this Declaration has been recorded and shall exist for all purposes irrespective of any actual occupancy or use and whether the Units are constructed, sold or unsold.

2. Possession of Common Elements. Each Unit owner and the Association may use the common elements other than the limited common elements for the purposes for which they are maintained, but without hindering or encroaching upon the lawful rights of other users.

3. Condemnation and Obsolescence. The contingencies of condemnation and long-term obsolescence have not been provided for in this Declaration and may be governed by appropriate amendments to this Declaration or by Bylaws as the case may be.

4. Severability. The invalidity of any covenant, restriction, agreement, undertaking, or other provisions of any condominium document shall not affect the validity of the remaining portions of this Declaration.

5. Articles of Incorporation and Bylaws of Association. The owners of Units are bound by the terms of the Articles of Incorporation and Bylaws of the Association.

6. Unit Ownership Act and § 35-2-101, et seq., Montana Code Annotated. Wherever reference is made to the Unit Ownership Act or § 35-2-101, et seq., Montana Code Annotated or any section of the chapters of the Montana Code Annotated, it is intended that such reference shall include the provisions of such Code sections as they now exist or may later be amended, and if a question arises at some time in the future, the specific section of the Code in its then form shall be applied.


Dated the 21<sup>st</sup> day of May, 2008.

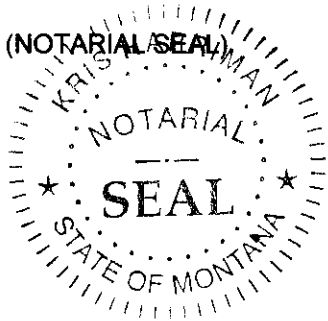


  
Westworks Building Company, Inc

STATE OF MONTANA     )  
COUNTY OF GALLATIN    )

On this 21 day of June, 2008, before me personally appeared <sup>\*</sup>Westworks Building Company, Inc who executed the within instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.  
<sup>\*</sup>Justin Tribitt, President of Westworks Building Company, Inc

  
Notary Public for the State of Montana  
Residing at Bozeman, Montana  
My Commission expires: 08.12.2010  
Kns Harrimon



C E R T I F I C A T E

The undersigned being the duly authorized agent of the Department of Revenue of the State of Montana with the County of Gallatin, herewith executes the following certificate relating to Yucaipa Ridge Condominiums situated on: Lot 235 in Phase 3D of the Valley West Subdivision, Bozeman, Montana,

1. That the name Yucaipa Ridge Condominiums is not the same as, similar to, or pronounced the same as a word in the name of any other property or subdivision within Gallatin County except for the word "Condominium" and
2. All taxes and assessments due and payable for the said Yucaipa Ridge Condominiums have been paid to date.

DATED: 6/17/08

Barbara Kavanagh / FVS  
County Assessor



**2303346**

Page: 27 of 51  
06/19/2008 03:09P

**LEGAL DESCRIPTION**

LOT 235, VALLEY WEST SUBDIVISION, PHASE 3D, NW 1/4, SEC. 10, T. 2 S., R. 5 E. OF P.M.M., CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA

**EXHIBIT A**

8 Ferguson Avenue  
YUCAIPA RIDGE CONDOMINIUM  
SITE PLAN

ADDRESS: 445 FERGUSON AVE.  
BOZEMAN, MT 59718

NOTE: UNITS AND IMPROVEMENTS ARE NOT COMPLETE AS OF JUNE 12, 2008

FOUND 5/8" REBAR WITH 1-1/4" PLASTIC CAP (MORRISON-MAERLE)

NOTE: ALL SIDEWALKS, STOPS, DRIVEWAYS, PATIOS, PORCHES AND DECKS ARE LIMITED COMMON ELEMENTS ALLOCATED TO THE UNITS THEY ARE ADJACENT TO.

NOTE: ALL LOTS ARE SUBJECT TO A 10' EASEMENT ALONG THE FRONT OF THE LOT AS WELL AS A 7.5' EASEMENT ADJACENT THE ALLEY

LOT 234

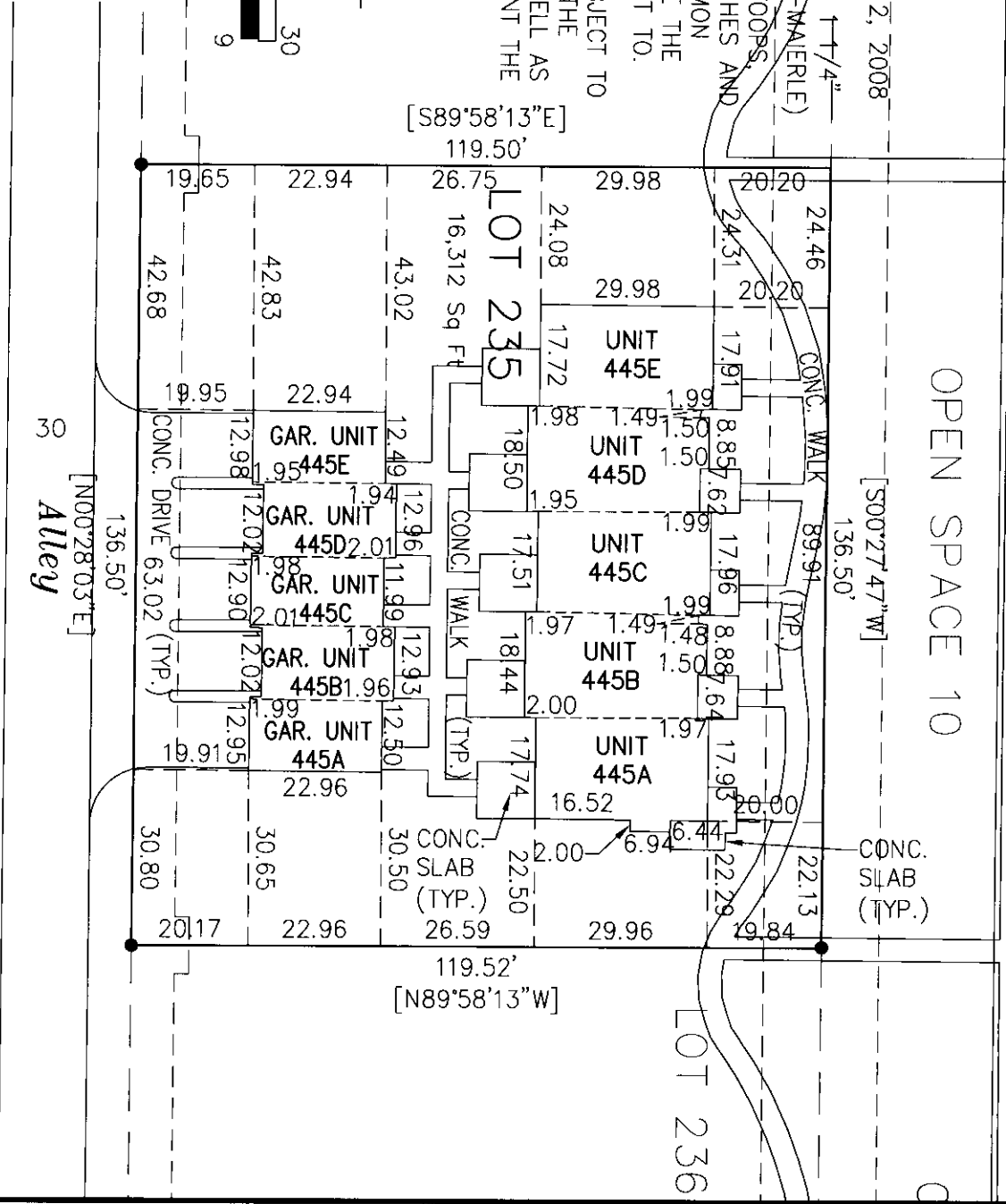
Scale In Feet



Scale In Meters



Engineering and Surveying Inc.  
1091 Senetidge Drive • Bozeman, MT 59718  
Phone (406) 597-1115 • Fax (406) 597-9788  
www.candengineers.com • info@candengineers.com



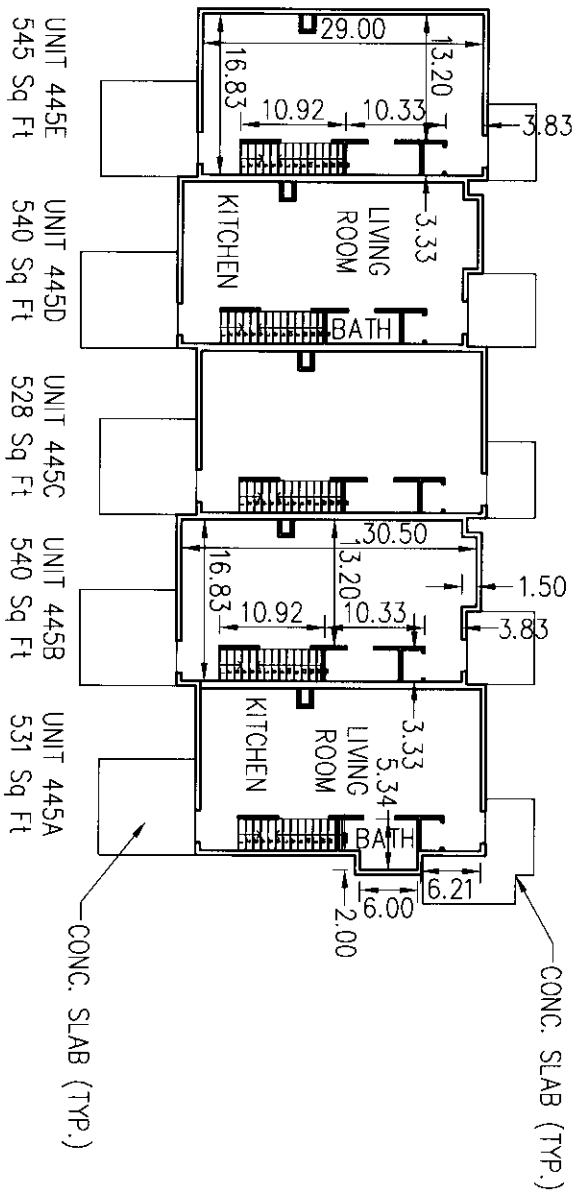
Sheet 1 of 1

#08203(EA)

# EXHIBIT B

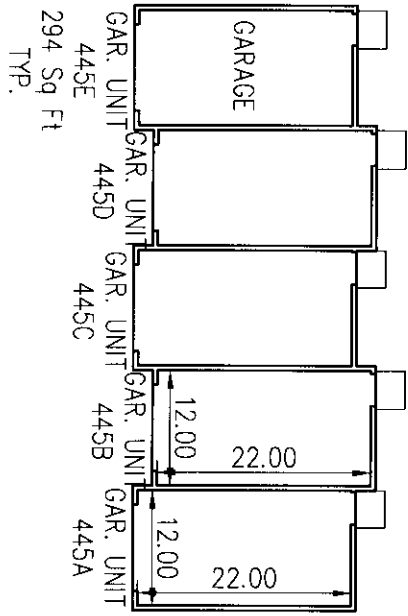
## FLOOR PLAN YUCAIPA RIDGE CONDOMINIUM

INTERIOR DIMENSIONS OF UNITS 445A AND 445C ARE THE SAME AS UNIT 445E AND UNIT 445D IS THE SAME AS UNIT 445B UNLESS NOTED.



### FIRST FLOOR PLAN

SCALE: 1" = 20'



INTERIOR DIMENSIONS OF ALL OF THE GARAGE UNITS ARE THE SAME AS UNIT 445A.



Engineering and Surveying Inc.  
1081 Stoneridge Drive • Bozeman, MT 59718  
Phone (406) 587-1115 • Fax (406) 587-9788  
www.cengr.com • info@cengr.com

Sheet 1 of 2

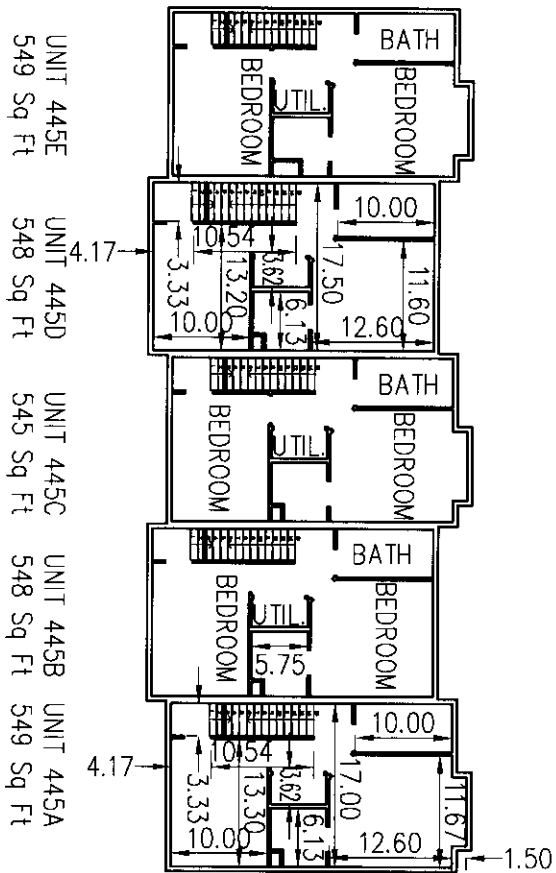
#08203(EB)

TOTAL UNIT AREAS  
ARE AS FOLLOWS:  
A=1388 SQ FT  
B=1382 SQ FT  
C=1367 SQ FT  
D=1382 SQ FT  
E=1374 SQ FT

# EXHIBIT B

## FLOOR PLAN

### YUCAIPA RIDGE CONDOMINIUM



## SECOND FLOOR PLAN

SCALE: 1" = 20'

INTERIOR DIMENSIONS OF  
UNITS 445A AND 445C  
ARE THE SAME AS UNIT  
445E AND UNIT 445D IS  
THE SAME AS UNIT 445B  
UNLESS NOTED.



Engineering and Surveying Inc.  
1091 Stoneridge Drive • Bozeman, MT 59718  
Phone (406) 587-1115 • Fax (406) 587-9788  
www.chengineers.com • info@chengineers.com

Sheet 2 of 2

#08203(EB)



2303346

Page: 30 of 51  
06/19/2008 03:09P

# EXHIBIT C

## CERTIFICATE OF FLOOR PLANS

The undersigned, being a duly registered professional engineer and land surveyor in the State of Montana, and having reviewed the site plan and floor plans for YUCAIPA CONDOMINIUM, attached to this Declaration herewith, certifies the following:

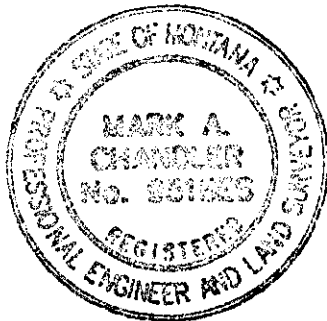
That pursuant to the provisions of 70-23-306(2), MCA, the site plan and floor plans for Units 445A, 445B, 445C, 445D and 445E of Yucaipa Condominium, located on:

Lot 235, VALLEY WEST SUBDIVISION PHASE 3D, City of Bozeman, according to the plat thereof, on file and of record in the office of the Clerk and Recorder, Gallatin County, Montana, and located in the NW 1/4 of Section 10, Township 2 South, Range 5 East of P.M.M..

As duly filed with the Declaration and By-Laws thereof, are an accurate copy of the plans filed with and approved by the officials and officers of the City of Bozeman having jurisdiction to issue building permits. The site plan and floor plans render a hand representation of the actual site and buildings, and fully and accurately depict the layout, location, unit designation, area and dimensions of each unit as proposed, and the common areas to which each unit has access.

Dated: June 16, 2008

Note: Buildings and Improvements are not complete as of this date.



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

Z:\c&h\08\08203\office\Engineers Certificate2.wpd



**2303346**

Page: 31 of 51  
06/19/2008 03:09P

2303346

Page: 32 of 51  
06/19/2008 03:09P



377.00

Charlotte Mills-Gallatin Co MTMISC

Elevation  
Front & Right

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

VALLEY WEST  
**VALLEY WEST 5-PLEXES**  
BOZEMAN, MONTANA

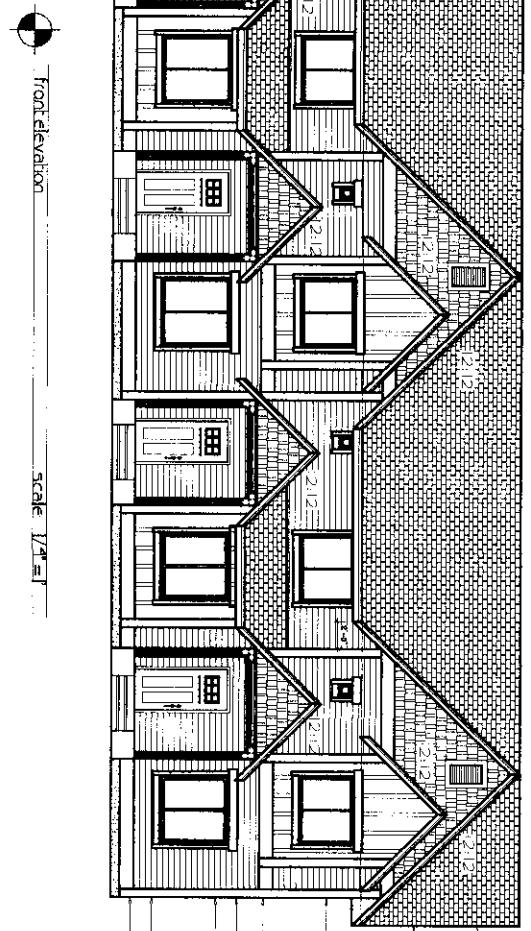
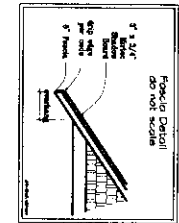
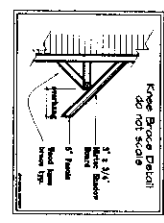
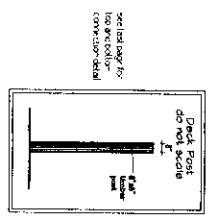
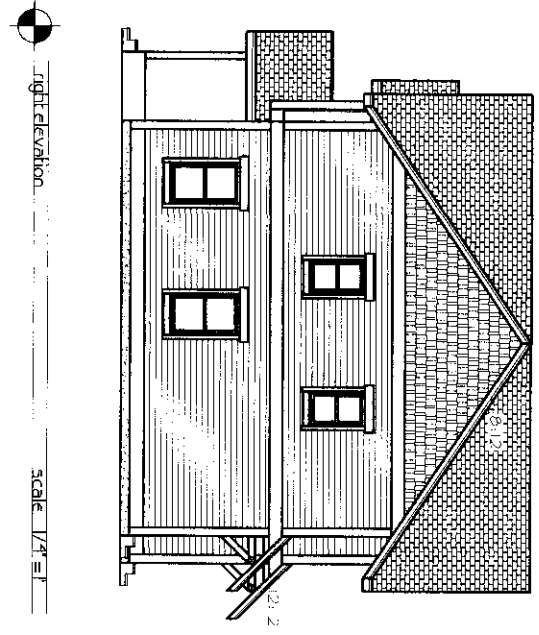
Project No.  
B07-0606-1

Scale:  
1/4" = 1'

GENERAL CONTRACTOR:  
**WESTWORKS BUILDING**  
JUSTIN TRIBITT  
1024 STONEHEDGE DR. SUITE 1  
BOZEMAN, MONTANA  
PHONE # 406.582.1511  
FAX # 406.582.1467  
EMAIL: JUSTIN@WESTWORKSBUILDING.COM

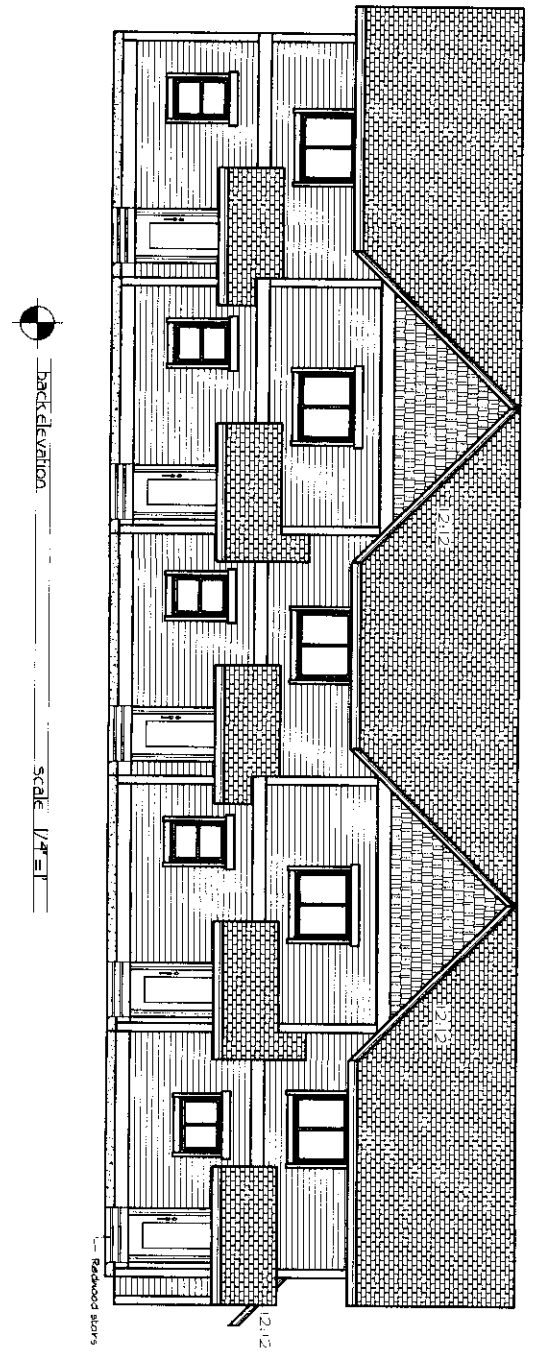
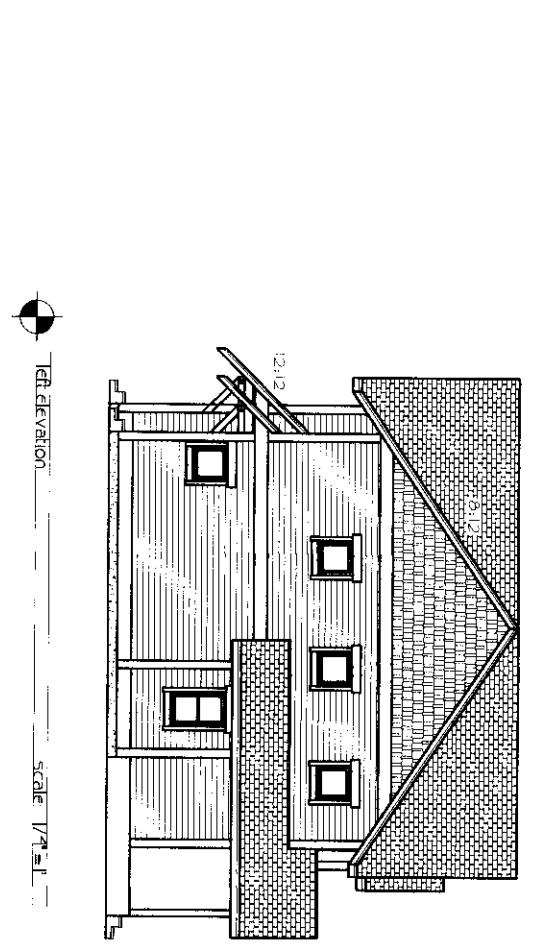
**IMPACT**  
DRAFTING & DESIGN, INC.  
Bozeman Professional Center  
171 Stonehedge Dr., Suite 310  
Bozeman, MT 59706  
406-582-5382

PLEASE REFER TO THE FOLLOWING CONDITIONS:  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA BUILDING CODE.  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA ELECTRICAL CODE.  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA MECHANICAL CODE.  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA PLUMBING CODE.  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA FIRE ALARMS CODE.  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA SMOKE DETECTORS CODE.  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA ELEVATORS CODE.  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA ROLL-OVER PROTECTIVE STRUCTURES CODE.  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA SAFETY GLASS CODE.  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA WINDOW AND GLASS CURTAIN WALLS CODE.  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA WOOD PRESERVATION CODE.  
 \* ALL WORK SHALL BE IN ACCORDANCE WITH THE MONTANA WOOD PRESERVATION CODE.



30 year original shingles  
 Hardie Sides  
 3/4" top, 5/8" bottom, 3/8" side  
 Hardie window & door trim  
 1/2" Hardie trim board  
 5" Lap Hardie Plank Siding  
 5/8" Hardie corner trim  
 Wood "Simpson" Front Door - also  
 attached all sheet  
 Board over Bottom is Hardie Trim  
 over Hardie Board  
 1/4" Hardie foot board  
 2'-3" min above grade





- CHECK FOR CONFLICTS WITH ALL OTHER DRAWINGS.
- ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- MATERIALS AND FINISHES TO BE DETERMINED BY THE ARCHITECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SCHEDULING AND LOGGING PERMITS FROM THE LOCAL AUTHORITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SCHEDULING AND LOGGING PERMITS FROM THE LOCAL AUTHORITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SCHEDULING AND LOGGING PERMITS FROM THE LOCAL AUTHORITIES.

NO.	DATE	DESCRIPTION
1	06/19/2008	ISSUED FOR PERMITTING
2	06/19/2008	ISSUED FOR PERMITTING
3	06/19/2008	ISSUED FOR PERMITTING
4	06/19/2008	ISSUED FOR PERMITTING
5	06/19/2008	ISSUED FOR PERMITTING

<p><b>VALLEY WEST</b>  <b>VALLEY WEST 5-PLEXES</b>          BOZEMAN, MONTANA</p>	<p>Project No.          B07-0606-1</p> <p>Scale:          1/4" = 1'</p>	<p>GENERAL CONTRACTOR:  <b>WESTWORKS BUILDING</b>          JUSTIN TRIBETT          1036 STONERIDGE DR. SUIT 1          BOZEMAN, MONTANA          phone # 406.562.1511</p>	<p><b>IMPACT</b>          DRAFTING &amp; DESIGN, INC.          Professional Center          805 Stoneridge Dr., Suite 303          Bozeman, MT 59716          406-522-5982</p>
--	---	---	--

**BYLAWS**  
**OF**  
**YUCAIPA RIDGE CONDOMINIUMS OWNERS ASSOCIATION, INC.**  
**(A nonprofit corporation organized**  
**under the Montana Nonprofit Corporation Act)**

**ARTICLE I**

**SCOPE AND DEFINITIONS**

1. The following are Bylaws of Yucaipa Ridge Condominiums Owners Association, Inc., a nonprofit corporation organized under The Montana Nonprofit Corporation Act and situated in Bozeman, Gallatin County, Montana (the "Association"), which govern the council of co-owners of Yucaipa Ridge Condominiums, a condominium subject to the Montana Unit Ownership Act.

2. The term "Condominium" means that property, subject to the Montana Unit Ownership Act, known as Yucaipa Ridge Condominiums, situated and located on the following described real estate in Gallatin County, Montana, to-wit:

Lot 235 of Valley West Subdivision Phase 3D, City Of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

3. The term "person" includes a corporation, trust, or other entity or representative. All references in the plural or singular shall include the other according to context, and all references to gender shall include male, female, or neuter according to context.

4. The Condominium is subject to the Declaration of Condominium for Yucaipa Ridge Condominiums (the "Declaration") dated the same date as these Bylaws. These Bylaws and the Declaration shall, upon being recorded with the Clerk and Recorder of Gallatin County, Montana, govern and control the administration of the Condominium. These Bylaws supplement the Declaration, and the Declaration is made a part hereof by reference. The definitions set forth in the Declaration apply to the terms used in these Bylaws unless the context



states or clearly implies otherwise. All Unit owners, their guests, and any renters or sub-lessees, present and future, shall have the rights, obligations, and responsibilities described in these Bylaws and shall be subject to the provisions thereof. These Bylaws shall be deemed to be covenants imposed upon the land, Units and Buildings, the common elements and the limited common elements of the Condominium, and the use thereof.

By the acquisition of an ownership interest in a Unit in the Condominium, the owner accepts, ratifies, and agrees to comply with these Bylaws.

## ARTICLE II

### MEMBERS AND VOTING RIGHTS

1. Subject to the qualifications set forth in paragraph 2 below, the owners of record of the Units lawfully submitted to condominium ownership under the Unit Ownership Act shall constitute the members of the Association, and membership shall automatically cease when the record ownership of such Unit is terminated. An "owner of record" has ownership of a Unit in any real estate tenancy relationship recognized by the state of Montana. A purchaser of a Unit pursuant to a contract for deed, and a lessee of a Unit, may be considered an owner of record of a Unit for voting purposes only if the contract for deed or the lease specifically so states, and a copy of the signed document is delivered to the secretary or presiding officer of the Association.

2. If ownership is acquired or terminated by instrument of transfer but not of record, or, if acquired or terminated other than by way of instrument of transfer (such as by death, judicial act, or dissolution), the person acquiring or succeeding to ownership shall present the board of directors of the Association evidence satisfactory to it of facts evidencing lawful ownership status. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner or property right in respect to which he is serving.

3. If more than one person owns an interest in the same Unit, all such persons shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting on behalf of the owner of a Unit, the vote entitled to be cast with respect to that Unit shall be cast by the person or persons named on a certificate signed by all owners or fiduciaries or other officials. If such certificate is not executed and filed with the Association, the vote entitled to be cast with respect to that Unit shall not be counted or voted for purposes of a quorum or in



determining the outcome of any vote unless all owners, or fiduciaries, or officials are present and concur in the casting of such vote. This restriction, however, shall not affect the total number of votes outstanding and entitled to be cast, which shall be equal to the number of owned and proposed Units in the Condominium, nor shall it affect any percentage of such total number of votes as is required for any purpose as set forth in any of the Condominium Documents.

4. The total number of votes outstanding and entitled to be cast by all members is equal to the number of owned Units in the Condominium. Each Unit shall be entitled to one (1) vote. If there is more than one owner of a Unit, the owners shall be entitled to one (1) vote collectively. All votes cast by members collectively owning one Unit shall be cast as one (1) vote and may not be divided.

### ARTICLE III

#### MEMBERSHIP MEETINGS

1. The annual meeting of the members shall be held on the second Tuesday of August each year at 6:00 p.m., Mountain Time, provided the first annual meeting shall not be held until such date in the year 2008. The provisions of this paragraph shall not inhibit the calling or holding of any special meeting.

2. The annual meeting and any special meetings shall be held within Gallatin County, Montana, and all such meetings, annual or special, shall be held at such particular time and place (which may or may not be at the Registered Office of the corporation), as is set forth in the notice.

3. At any annual or special meeting, the presence of members in person or by proxy who are entitled to cast a majority of the total number of votes outstanding as determined by the Declaration shall constitute a quorum for the transaction of business. All action taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the votes represented and entitled to be cast at the meeting unless a different rule is provided herein or by the Articles of Incorporation, the Declaration, or any agreement to which the Association is a party. If neither the president nor vice-president is available to preside, a chairman shall be elected.

4. A special meeting of the members may be called by the president or, in the event of his absence or disability, by the vice-president, by any one director, or by such number of members who are entitled collectively to cast at



least sixty percent (60%) of the total number of votes outstanding and entitled to be cast.

5. It shall be the duty of the secretary or his designate to give written notice to members of the time and place of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 3 shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting which is not directly related to the purposes of the special meeting as defined in said notice.

6. At all meetings, the order of business shall consist of the following:

- (a) election of chairman, if required;
- (b) calling roll and certifying of proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers, if applicable;
- (f) reports of committees, if applicable;
- (g) election of inspectors of election, if applicable;
- (h) election of directors, if applicable;
- (i) unfinished business;
- (j) new business; and
- (k) adjournment.

Robert's Rules of Order shall govern unless specifically superseded.

7. At all membership meetings, the presence of an owner and the exercise of the voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons possessing an ownership interest in the Unit in question and shall set forth the period for which the proxy is to be in force and effect. The decision of the Board



of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

8. Notice shall be given by mailing (First Class U.S. Mail) or hand delivering the same not less than ten (10) nor more than fifty (50) days prior to the date of the meeting. A mailed notice shall be deemed duly given if addressed to the member at the address of his Unit within the Condominium, unless at the time of giving of such notice the member has, in writing, directed a different mailing address to be carried on the rolls of the Association. If a Unit is owned in common or jointly, notice is duly given to the person named in the certificate required by Paragraph 3 of Article II.

9. Members may act by written ballots to the extent permitted by the Montana Non-Profit Corporation Act.

#### ARTICLE IV

#### BOARD OF DIRECTORS

1. The corporation and its affairs shall be governed, managed, and administered by a Board of Directors. The initial board of three (3) directors shall be appointed by the Incorporator of the Association. From and after the annual meeting of the members to be held in August, 2008, the board of directors shall be selected from the members of the Association. An officer or designated agent of a corporate member may serve as a director.

2. From and after the annual meeting to be held in August, 2008, the Board of Directors shall be three (3) in number, and at that meeting the term of the initial directors shall expire and the full complement of directors shall be elected. Thereafter the term of office for each director shall be one (1) year. There shall be no limitation on the number of terms during which a director may serve. All directors shall serve until their successors are duly designated and qualified.

3. Election of directors shall be by ballot in which votes are cast in favor of as many directors as there are vacancies to fill. Voting will not be cumulative. The person having a majority of the votes cast shall be elected. If no person receives a majority vote, as many additional ballots shall be taken as may be required and, in each such case, the nominee receiving the least number of votes in the previous ballots shall be eliminated from further consideration.

4. Vacancies in the board of directors may be filled until the date of



the next annual meeting by vote of the majority of the directors remaining in office, whether those remaining constitute a quorum or not.

5. The initial directors appointed by the Incorporator shall not be subject to removal. Thereafter a director may be removed from office at a special meeting of members called for such purpose if eighty percent (80%) of the total number of votes outstanding and entitled to be cast are voted in favor of such removal.

6. A majority of the Board of Directors may, by resolution, set a time and place for regular meetings of the board of directors and no notice thereof shall be required until such resolution is rescinded. Special meetings of the directors may be called by the president or any two (2) directors. Not less than two-days' notice shall be given, personally or by mail, next day delivery service, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.

7. The Board of Directors, by resolution approved by all members thereof, may designate from among its membership an executive committee or other committees and by such resolution provide the extent and manner to which the same may have and exercise the authority of the board.

8. The Board of Directors may act by written consents, without a meeting, to the extent permitted by the Montana Nonprofit Corporation Act.

## ARTICLE V

### OFFICERS

1. The officers of the Association shall be the president, who shall be a director, the vice-president, who shall be a director, and the treasurer and secretary, who may or may not be directors but who must be members, all of whom shall be elected annually by the board of directors, except that the initial officers shall be appointed by the Incorporator and shall serve until the first annual membership meeting in August, 2008, and the initial officers who serve until the annual meeting in August, 2008, need not be members or directors of the corporation. The Board of Directors may, from time to time, create and fill other offices and designate the powers and duties of those offices. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors. More than one office may be held by a single person.

2. The president shall be the chief executive officer of the Association. He or she shall preside at all membership meetings and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the corporation.

3. The vice-president shall preside over membership meetings in the absence or disability of the president, and shall otherwise exercise the powers and duties of the president in the event of the absence or disability of the president, and shall generally assist the president and exercise such other powers and duties as are prescribed by the directors.

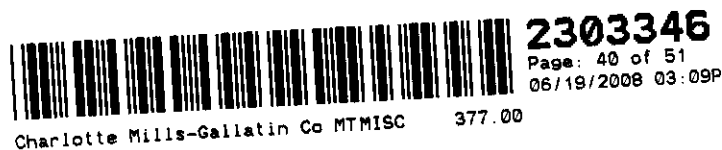
4. The secretary shall keep the minutes of all proceedings of membership meetings and directors' meetings and shall have custody and control of the minute book of the corporation, and shall keep or be in charge and control of the records of the corporation except those of the treasurer, and shall give notice where required or directed to do so.

5. The treasurer shall have control of the funds and other property of the Association, shall keep the financial books and records thereof, and shall pay vouchers approved by the board or designate some person under his or her control to do so.

6. Compensation of all officers and employees shall be fixed by the directors. This provision shall not preclude the board of directors from employing a director as an employee, nor from contracting with a director for management of the Condominium.

7. Any deed or contract for sale of real estate or lease (or assignment of such contract or lease) may be executed by the president or vice-president and any officer other than the president or vice-president. Any lien held by the Association may be released by any of the officers of the Association. The board of directors may, in addition, authorize the execution of the kinds of instruments above-mentioned or other instruments required to be executed on behalf of the Association in such manner as it shall by resolution direct.

## ARTICLE VI





## POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association (including those existing under the common law and statutes, the Articles of Incorporation, the Bylaws, and the documents establishing the Condominium), shall be exercised by the board of directors. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration that governs the use of the land, and shall include in addition to those elsewhere provided for, but shall not be limited to, the following:

1. To make and collect assessments against members for all common expenses.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, upkeep, repair, replacements, and operation of the Condominium property including all common areas, elements and facilities, and Units, as applicable, and the construction of new improvements or alterations if authorized, and making or providing for payments for all such work and approving or delegating to the treasurer authority to approve vouchers therefore.
4. The reconstruction, repair, restoration, or rebuilding of the Condominium property and of any Units as applicable after casualty or otherwise, as provided in the Declaration.
5. To make and amend regulations restricting the use and occupancy of the property in the Condominium and in their discretion to permit or forbid an action or conduct as discretion is committed to them in the Condominium Documents.
6. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the Bylaws, and the regulations for the use of the property in the Condominium.
7. To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the board of directors or the membership of the Association; to employ, designate and remove any personnel necessary for the maintenance, repair, and



replacement of the common areas and facilities.

8. To pay taxes and assessments which are liens against any part of the Condominium other than individual Units and the appurtenances thereto, and to assess the same against the Units subject to such liens.

9. To carry insurance as required by the Declaration.

10. To pay the cost of all utility or other services rendered to any of the Condominium property that is not billed directly to owners.

11. To interpret and apply the provisions of the Condominium Documents in matters of dispute between owners or between owners and the Association, which determination shall be binding on the owners; to conduct or supervise all votes or determinations by members other than a membership meeting.

12. To acquire title to and ownership of, in the name of the Association, Units within the Condominium upon judicial sale, and on behalf of all owners to sell, lease, or mortgage such Units and to borrow funds for any legitimate purpose and to assign as security therefore the assessment receivables due the Association, provided the board of directors may in no manner affect or encumber the common elements of the Condominium or any Unit or the fractional interest appurtenant to such Unit (except such Units and the interests appurtenant thereto as the Association has acquired upon judicial sale) and provided further, the authority of the board of directors to borrow in excess of one thousand dollars (\$1,000.00) other than in connection with the mortgage of an acquired Unit to the amount of the loan value thereof shall be exercised only in the event of approval of owners entitled to cast eighty percent (80%) of the total number of votes outstanding and entitled to be cast. For purposes of permitted conveyance, lease, or encumbrance of Units or assessment receivables, the board of directors shall be regarded as the irrevocable agent and attorney in fact for all owners and members.

## ARTICLE VII

### COMMON EXPENSES; ASSESSMENT AND COLLECTION

1. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties, and obligations as set forth in any of the Condominium Documents and as are necessary or implied in connection with the powers and duties of the board of directors and



the provisions of The Unit Ownership Act.

2. Assessments against the Units and the owners thereof shall be made by the Association in order to provide funds for the discharge of all common expenses of the Association, which assessments, in addition to being and constituting a lien against the individual Units and the appurtenances thereto, shall also be a personal liability of the Unit owner and if more than one owner, jointly and severally as to each. All assessments and funds collected therefrom shall be charged or credited to the owner's account. Unless specifically otherwise provided, as for example in the case of "special" assessments, each Unit and owner shall be liable and subjected only to the proportionate share of the total common expense and assessment made by the assessment and derived by multiplying the total assessment by the percentage interest of ownership of the common elements which is appurtenant to that Unit, as set forth in the Declaration. Certain common expense for increased insurance premiums or on account of the failure of an owner to provide insurance or maintenance as provided by the Declaration or other defaults shall be recovered by an assessment made only against a particular Unit and the Unit owner or owners, which assessments are referred to in the Condominium Documents as "special" assessments and shall be made in the necessary amounts and without regard to the fractional interest formula. The expense of utilities which are not separately metered to each Unit is a common expense but the assessments may be made either according to the fractional interest appurtenant to each Unit or as "special" assessments on some other equitable prorated basis as the board of directors may determine.

3. (a) Where a mortgagee or purchaser of a Unit obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser, and his or her successors and assigns, shall not be liable for the assessments chargeable to such Unit due prior to the acquisition of title and such unpaid assessment shall be deemed to be common expenses collectible from all owners, including the mortgagee or purchaser, his or her successors and assigns. The owner of a Unit acquired pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments whether generally or "specially" levied against a Unit and the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the prior owner the amounts paid.

(b) A first mortgagee, upon request, shall be entitled to written notification of any default in the performance of the mortgagor of any obligation created by the Declaration, the Articles of Organization, or any



other document affecting the Condominium, which default is not cured within sixty (60) days.

4. The Board of Directors shall adopt a budget for each fiscal year period as it elects to report on for income tax purposes which shall include the estimated funds required to defray the following common expenses:

(a) Current expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted (except expenditures chargeable to reserves or additional improvements), including a reasonable allowance for contingencies and working funds, and the assessment for current expense may sometimes be referred to as the working capital assessment and the funds as the working capital fund. Any balance in this fund at the end of each year may be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually and for replacement of common property required on account of depreciation or obsolescence.

(c) Reserve for replacement, which shall include generally funds for repair, reconstruction, and the like required because of damage, destruction, or other hazards.

Upon the determination of each budget, the directors shall each year levy an assessment for the amount assessed against each Unit at least thirty (30) days prior to the one-year period covered by the budget and assessments. Notwithstanding the foregoing requirement of regular assessments, the board of directors may discontinue a regular annual assessment or reserve for replacement, or transfer such portion to another fund or account, if in its judgment the amount remaining is sufficient to satisfy the best interests of the members.

5. The board may also make and levy, from time to time, assessments for common emergency or extraordinary expenses. Emergency assessments and "special" assessments shall be due and payable according to the terms fixed by the board. Funds for emergency expenses may be raised by emergency assessment and/or by regular but separate reserve accounts and assessments for such purposes.

6. The regular annual assessments made for current expense and



deferred maintenance and replacement reserves or for any other purpose shall be due from and paid by the Unit owners as to their shares thereof in twelve (12) equal monthly installments payable on the first day of each month during the applicable one-year period. If any installment of any assessment of any kind or character is in default for more than thirty (30) days, the board of directors may accelerate the remaining installments payable over the year and declare the entire amount thereof due and payable within twenty (20) days after written notice thereof is mailed to the owner in default at his address carried upon the corporate records. When the Association has acquired a Unit, the assessment otherwise due and payable, reduced by the amount of income which may be derived from the leasing of such Unit by the Association, shall be apportioned and assessments for the Unit levied ratably among all other owners according to their percentage interests in the common elements.

7. The amount of all sums assessed to, and payable by, an owner but not timely paid and remaining unpaid shall constitute a lien on the Unit or of such owner prior to all other liens, except tax liens on the Unit in favor of any assessing Unit or special district and all sums payable on a first mortgage or trust indenture of record, which lien may be foreclosed by the Association in the manner and with the consequences provided in § 70-23-607 of the Unit Ownership Act. In event of foreclosure the owner shall be required to pay a reasonable rent for the Unit if he or she remains in possession. The Association may sue for money judgment for unpaid assessments or sums due without foreclosing or waiving any lien which it holds. In the event of suit or foreclosure, the Association shall be entitled to collect reasonable attorneys' fees from the owner.

8. The Association shall at all times maintain complete and accurate written records of each Unit owner and the address of each, and setting forth the status of all assessments, accounts, and funds pertinent to that Unit owner. Any person other than an owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

9. Notwithstanding anything to the contrary in these Bylaws, any regular annual assessment or common emergency or extraordinary expense assessment may not be increased by more than fifty dollars (\$50.00) per month without the approval of the members at a special or annual meeting by a vote provided for in Article III, Paragraph 2.

## ARTICLE VIII



## TAXES

1. Real estate taxes assessed against the Condominium shall be assessed against the individual Units by the assessing authorities and shall be paid by the Unit owners. Each owner's assessment shall include the owner's fractional share of the common elements as set forth in the Declaration. Each Unit owner when assessed shall be liable to pay all of such taxes assessed and the Association shall have no responsibilities to pay the same but may do so as provided in Article VI, Paragraph 8, of these Bylaws.

2. If any personal taxes are assessed against a Unit owner, such owner shall be solely responsible for the payment of the taxes. If any personal taxes are assessed against the Association, such taxes shall be paid by the Association as a part of the Association's common expenses.

## ARTICLE IX

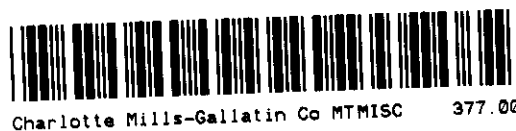
### REFERENDUM

Any vote or determination required or permitted to be made by the members of the Association and not required by law or any of the Condominium Documents to be made at a meeting of the members may be taken or made pursuant to a referendum ballot. Such a ballot may be initiated by two directors or upon the written petition of owners who are entitled collectively to cast at least sixty percent (60%) of the total number of votes outstanding. If such referendum is initiated, the secretary shall prepare and mail to each member a ballot returnable in no less than ten (10) nor more than fifty (50) days from the date of mailing. If prior or subsequent to such petition a special membership meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote shall not be tallied.

## ARTICLE X

### AMENDMENT

1. Except as provided in these Bylaws, these Bylaws may be amended, altered, or repealed or new bylaws may be adopted by the members at a special or annual meeting of or upon a written ballot by the members upon the affirmative vote of eighty percent (80%) of the total number of votes outstanding and entitled to be cast, all in accordance with the Declaration and these Bylaws. No amendment, alteration, or action taken to repeal these Bylaws



and adopt new bylaws shall change the provisions of the Declaration and these Bylaws which equate membership with Unit ownership, define the total number of votes, and base for each Unit the number of votes, liabilities for assessments, and interests in funds including insurance proceeds of the Association on the fractional interest appurtenant to that Unit unless unanimous consent of the Unit owners and their mortgagees is secured.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice of the meeting; provided, however, if notice of the proposed amendment has been given, a different amendment relative to the subject matter of the notice may be adopted by those present, in person or by proxy, and possessing the requisite percentage of the total number of votes outstanding and entitled to be cast, and, provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. More than one (1) proposed amendment may be included in the notice of a meeting.

3. To the extent provided in The Unit Ownership Act, no modification or amendment of these Bylaws shall be effective unless set forth in an amendment to the Declaration executed and recorded in the manner set forth in the Declaration and that code section, and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law.

4. Unless required by the specific provisions of the Condominium Documents or by law, an amendment to the Declaration not affecting the subject matter of these Bylaws shall not be considered an amendment of these Bylaws.

## ARTICLE XI

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify any director or officer of the Association, any former director or officer, and any such person who, at the request of the Association, is serving or has served as a director, officer, employee, agent, or trustee of another corporation, partnership, joint venture, trust, or other enterprise, and their heirs, executors, and administrators, against all expense, liability, and loss (including attorneys' fees, judgments, fines, taxes, penalties, and amounts paid in settlement) actually and reasonably incurred by the indemnitee as to action or inaction allegedly affecting the Condominium occurring in the person's official capacity or in another capacity while holding the office, to the full extent permitted from time to time by applicable law, subject, however, to the remaining provisions of this Article. The obligation of the



corporation under this Article shall be subject to the terms and conditions of a plan of indemnification adopted by a majority of the board of directors. Any such plan may limit or condition the obligation of the corporation, may grant contract rights to indemnitees, may limit indemnification to persons serving in specified offices, may provide procedural and substantive rights to indemnitees and may be amended, modified or terminated by a majority of the board of directors. A plan of indemnification may obligate the corporation to indemnification which is less than the full extent permitted by applicable law and may contemplate future change in applicable law.

Indemnification under this Article shall be applicable to all actions regardless of the date or dates of any alleged transactions or occurrences giving rise to such actions unless the plan of indemnification provides to the contrary. No amendment, modification, or termination of a plan of indemnification shall affect any right of indemnification arising out of a transaction or occurrence entered into or occurring prior to the effective date of such change in the plan. In the event the board of directors terminates a plan of indemnification without adopting another plan, indemnification under this Article shall be to the full extent allowed by applicable law until another plan has been adopted by the board of directors.

Indemnification under this Article or a plan of indemnification shall not restrict the power of the corporation to provide for indemnification in any other manner and shall not obligate the corporation to acquire and maintain insurance or to otherwise provide funds to meet its obligations.

## ARTICLE XII

### ARBITRATION

Any dispute, controversy, or disagreement under the Declaration or the Bylaws of the Association shall be resolved by arbitration pursuant to the Uniform Arbitration Act, § 27-5-111, et. seq., Montana Code Annotated (the "Act"). The arbitration shall be conducted by and under the rules of the American Arbitration Association, to be held in Gallatin County, Montana. Arbitration shall be commenced within fourteen (14) days from the date that there are irreconcilable differences between a member and the Association by the aggrieved member sending written notice to the Association at its registered office or to a director of the Association at the director's last known address. The mailing of such notice by registered or certified mail shall commence the arbitration proceedings and any award or decision in arbitration shall be binding upon the parties as provided in the Act. The arbitration award or decision may





be entered as a judgment in the Montana Eighteenth Judicial District Court, Gallatin County, Montana, as provided in the Act. The arbitrator does not have authority to amend the Declaration, the Articles of Incorporation, or the Bylaws. The expenses of arbitration shall be shared equally by the parties to the arbitration.

### ARTICLE XIII

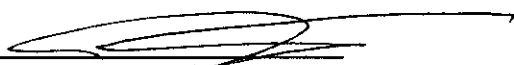
#### GENERAL PROVISIONS

1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.
2. The Association shall not have a corporate seal.
3. Each member shall have the obligations as such member as are imposed upon him or her by the Condominium Documents as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the Condominium property, except as the same may attach only against his or her appurtenant interest and be removable as such.
4. The board of directors may, in its discretion, issue written evidence of membership, but the same shall be evidence of membership only and shall in no manner be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such assignment, hypothecation, or transfer of the Unit.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



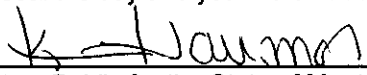
The undersigned, as the Incorporator of the Association, hereby declares and affirms the adoption of the foregoing Bylaws on this 21<sup>st</sup> day of May, 2008.

  
\_\_\_\_\_  
Westworks Building Company, Inc

STATE OF MONTANA       )  
COUNTY OF GALLATIN    )

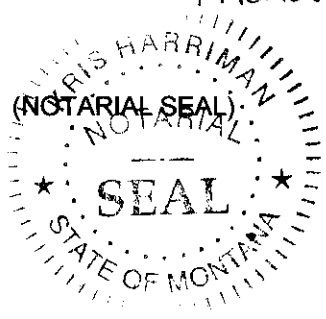
On this 21 day of May, 2008, before me personally appeared **Westworks Building Company, Inc**, who executed the within instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

\* Justin Tribitt, President of

  
\_\_\_\_\_

Notary Public for the State of Montana  
Residing at Bellevue, Montana  
My Commission expires: 08-12-2010







CITY OF BOZEMAN  
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Alfred M. Stiff Professional Building  
20 East Olive Street  
P.O. Box 1230  
Bozeman, Montana 59771-1230

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

Date: June 19, 2008

To Whom It May Concern:

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

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

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

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

Pursuant to the above statute, the Department of Planning and Community Development has determined that the condominium development on property legally described as Lot 235, Valley West MaSub Phase 3D, City of Bozeman, Gallatin County, Montana.

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

has completed review as a subdivision.

If you have any questions or comments, please contact the City of Bozeman Planning Office at 582-2260. Thank you for your cooperation.

Andrew C. Epple, AICP  
Director of Planning and Community Development

**2303346**  
Page: 51 of 51  
06/19/2008 03:09P  
Charlotte Mills-Gallatin Co MTMISC 377.00