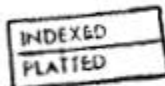


DECLARATIONS AND BY-LAWS  
FOR  
SOUTHBROOK CONDOMINIUM



131660

State of Montana } ss.  
County of Gallatin }  
Filed November 5, 19 94  
at 4:50 P. M., and  
Recorded in book 85 of  
MISCELLANEOUS Page 1799  
Gary W. Pringle  
County Clerk & Recorder  
By Murray R. Moore  
Deputy  
Fee \$ 122.50  
Rt: American Land Title

CERTIFICATE OF ARCHITECT

The undersigned, being a duly registered architect in the State of Montana, and who prepared the floor plans for the South Brook Condominiums, herewith certifies that the floor plans for the said Condominiums attached to this Declaration are an accurate copy of the plans filed with and approved by the City of Bozeman and its duly authorized officers, agents and employees having jurisdiction to issue building permits.

Dated this 18<sup>TH</sup> day of SEPTEMBER, 1984.

*Corbin Ross*

REGISTERED ARCHITECT

State of Montana, No. 091

CERTIFICATE

The undersigned, being the duly authorized agent of the Department of Revenue of the State of Montana and within the County of Gallatin, herein executes the following certificate relating to the SOUTHBROOK CONDOMINIUM situated on the property set forth in Exhibit "A" attached hereto.

1. The name SOUTHBROOK CONDOMINIUM 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, and

2. All taxes and assessments due and payable for the same SOUTHBROOK CONDOMINIUM have been paid to date.

DATED this 5 day of November, 1984.

Ramon White

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SOUTHBROOK CONDOMINIUM

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DECLARATION FOR  
SOUTHBROOK CONDOMINIUM

By this Declaration made this 1st day of November, 1984, by KEN LeCLAIR of Bozeman, Montana, lands and property hereafter described submitted to the provisions of Title 70, Chapter 23 of the Montana Codes Annotated, which Chapter is also known as the "Unit Ownership Act", as a condominium.

This property subject to this Declaration shall be known as SOUTHBROOK CONDOMINIUM, which is its name. The location of SOUTHBROOK CONDOMINIUM is between South Twentieth and South Twenty-third Streets and is bordered on the north by a portion of South Twenty-second Street, Bozeman, Montana, with address of 2200 West Dickerson.

I. DEFINITIONS

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

1. Aggregate Voting shall mean the entire number of votes or persons present or available to vote in a particular circumstance.

2. Association or Association of Unit Owners means all of the Unit Owners acting as a group and in accordance with duly adopted By- Laws and this Declaration.

3. Board or Board of Directors shall mean the Board of Directors of the Association as more particularly defined in the By- Laws.

4. Building means a multiple unit building or buildings comprising a part of the property.

5. By-Laws means the By-Laws promulgated by the Association under this Declaration and the Unit Ownership Act.

6. Common Elements means both general common elements and limited common elements.

a) General common elements include all those elements which are for the use of all Unit Owners and guests of Unit Owners of SOUTHBROOK CONDOMINIUM. Specifically included are:

1) The land upon which the buildings are constructed, as described above, in this Declaration, and grounds surrounding the same except any portion thereof included in a unit, or for expansion, or made a limited common element by this Declaration.

2) The walkway connecting the various portions of the buildings.

3) The sidewalks outside the buildings and the concrete or other pads located thereon.

4) Any portion of the parking lot not specifically allocated to a particular unit.

5) Any system of irrigation placed on the property so as to maintain proper landscaping around the buildings.

6) Any portions of the buildings designated on the floor plans as common to all units.

This list is not inclusive and the Association of Unit Owners may add or delete elements pursuant to the method of amendment as hereinafter described.

b) Limited common elements as used in this Declaration shall mean those common elements which are reserved for the use of fewer than all the Unit Owners and guests of Unit Owners of SOUTHBROOK CONDOMINIUM and exclusive to other such owners and guests. In this regard, the limited common elements in each building shall be for the use of the owners and guests of units contained therein. Specifically included are the following: conduits, public

utility lines, water, sewer systems, electrical, cable television lines, and cold water pipes (all such utility pipes and lines are limited common elements where they service all units, they shall be general common elements), stairways, balconies, entrances, decks, garages and fixtures or other portions of the building servicing only a particular unit or less than all of the units. The percentage of the limited common elements shall be computed by determining the number of units that have use of the limited common elements and dividing that number into the total value of those limited common elements.

7. Common Expenses means expenses of administration, maintenance, repair or replacement of general common elements, expenses agreed upon by the Association of all Unit Owners, expenses declared common by Sections 70-23-610 and 70-23-612, M.C.A.

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

9. Limited Expenses means the expenses attributable to the maintenance, repair and replacement of limited common elements and are expenses only for owners of units within the respective building for which expenses are accrued.

10. Manager means the manager, the Board of Directors, management corporation, or any other person or group of persons retained or appointed by the Association of Unit Owners for the purpose of conducting the day-to-day operations of SOUTHBROOK CONDOMINIUM.

11. Property means all of the land, buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the Unit Ownership Act of Montana.

12. Record Officer means the county officer charged with the duty of filing and recording the deeds, mortgages and all other instruments and documents relating to this Declaration and the property which is its subject.

13. Unit shall be the separate condominium units of SOUTHBROOK CONDOMINIUM and is a parcel of real property included and containing one or more rooms occupying one or more floors or a part or parts thereof, intended for any type of independent use and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

14. Unit Designation is the combination of letters, numbers and works which identify the designated units.

15. Unit Owner means person owning a fee simple absolute or one who is co-owner in any real estate tenancy relationship that is recognized under the laws of Montana in one or more units of SOUTHBROOK CONDOMINIUM.

## II. REAL ESTATE

### Description

1. The real property which is by this Declaration submitted to the Unit Ownership Act of Montana is described in Exhibit "A" attached hereto.

The condominium consists of twelve separate units, numbered 1 through 12, consecutively, subject to the expansion provisions of paragraph IV-1 below. The provisions of this Declaration and the By-Laws shall be construed as a covenant running with the land including every unit and shall be binding upon the unit owners, their heirs, successors, personal representatives and assigns for as long as this condominium Declaration and By-Laws are in effect.

### Condominium Units

2. Each unit, together with the appurtenant undivided interest in the common elements of the SOUTHBROOK CONDOMINIUM shall together comprise one

condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit as a fee simple interest in a parcel of real property. Each unit shall include a designated garage and storage area. The units comprising the condominium are contained in two buildings subject to the expansion provisions of paragraph IV-1 below.

Exclusion of Use

3. Any balcony or deck which is accessible from, associated with or joins a unit shall, without further reference hereto, be used in connection with such unit or units to the exclusion of the use thereof by the owners of the other units, and limited and general common elements except by invitation.

Encroachment

4. If any portion of the general common elements or limited common elements encroaches upon a unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a unit encroaches upon the general common elements or limited common elements, or upon an adjoining unit or units, a valid easement for the encroachment and for the maintenance for same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements, or on the units for purposes or marketability of title.

Automobile Parking

5. The common elements include parking areas for automobiles of the unit owners. These areas will be initially laid out by the Declarant and may be assigned to each unit and may be changed from time to time by Declarant or

by the Association. The right to use one parking space shall be an appurtenance to each unit. The original assignment of such space shall be made by Declarant until such time as Declarant no longer owns any of the units and Declarant reserves the right to assign or reassign all parking spaces if such assignment or reassignment becomes necessary. Thereafter, subsequent use and assignment of parking space shall be pursuant to regulation of the Association; provided that no change in designation of parking space shall be made for the benefit of the Unit Owner which discriminates against another Unit Owner without the latter's consent.

Unit Boundaries

6. Each unit shall include the part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

a) Upper and lower boundaries - the upper and lower boundaries of the units shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1) Upper boundary - the plane of the lowest surfaces of the upper floor or ceiling joists for all units.

2) Lower boundary - the plane of the highest surface of the floor joists.

b) Perimetrical boundaries - the perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

1) Exterior building walls - the plane formed by the center line of the exterior walls of the buildings except that such boundary shall be extended so as to include within it all windows in the unit.

2) Interior building walls for boundary units - the vertical planes of the centerline of walls bounding a unit extended to intersections

with other perimetrical boundaries. Where walls between units are of varying thicknesses the plane of the centerline of a boundary wall shall be the median line drawn between the two outermost boundaries of such wall.

### III. EASEMENT, COMMON ELEMENT - REMODELING

1. Common Element Easements: A nonexclusive right of ingress and egress and support through the general limited common elements within the buildings is appurtenant to each unit and all the general limited common elements are subject to such rights.

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

### IV. OWNERSHIP AND VOTING

#### Percentile Interest

1. Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his unit. Additionally, each Unit Owner shall have a percentile undivided interest in the general common elements which shall also control his liability for common expenses and his voting interest in all matters within the province of the Association of Unit Owners and this Declaration. The percentage of interest for the respective owners shall be computed in the approximate relation that the value of the unit at the date of the Declaration bears to the then combined value of all of the units having an interest in such common elements, and such percentile interest as are listed below:



## Phase I

Unit Description	Appurtenant Undivided Interest % (Percentile Interest)
19	8.333
20	8.333
21	8.333
22	8.333
23	8.333
24	8.333
25	8.333
26	8.333
27	8.333
28	8.333
29	8.333
30	8.333
	99.99*

\*Subject to the expansion provisions below.

The Declarant intends from time to time (but no later than seven years from the date of initial recordation of this Declaration) to subject this condominium to the addition of more units not to exceed a total of seventy-six additional units for an overall or final total of eighty-eight units. At such time as the Declarant wishes to add such further and additional units to this condominium Declaration, he shall record in the office of the Clerk and Recorder of Gallatin County, Montana, a Supplemental Declaration containing:

a) A site plan showing the building or buildings to be constructed on the common elements as the same is set forth herein showing the site plan and common elements of the condominium, and

b) A designation of the buildings to be so constructed - with the same to be shown on the site plan to be so recorded, and

c) Floor plans showing the units to be contained within the additional buildings to be constructed and added to this condominium regime together with the numbers given to the specific units, and

d) A description of the buildings and the materials of which they are constructed, and

e) A schedule of the percentage of undivided ownership of the specific units to be added to the condominium regime in the general common elements of the common elements, computed for each condominium unit which when added to the number of units as a whole will give the additional condominium units as well as the previously existing condominium units their respective percentages of interest in the expanded or new condominium regime. For the purposes of this expanded condominium each additional condominium unit shall be constructed as closely as is practically possible according to the floor plans, drawings and site plan as initially filed and further, for the purposes of this Declaration and the expanded Declaration each unit shall be deemed to have a value which is equal to the other units so that the percentages of interest in the common elements for each unit as they are constructed will be equal to all other previously constructed units. For the present, each of the existing twelve units shall have a  $1/12$  or 8.333% interest in the general common elements.

f) To be and remain in compliance with the provisions of Section 70-23-306, MCA, at the time of the filing of such amendment or amendments, floor plans and an architect's certificate shall additionally be prepared and recorded being additions to Exhibit B herein certifying and showing that the said floor plans fully and accurately depict the layout of the units in the

floors of the buildings and the date that construction of each such additional new building was completed.

g) A description of any and all limited common elements to the new units if there shall be any changes to the description contained in the existing Declaration or any of the amendments thereto.

At the time the said Declarant, or his heirs, successors or assigns elects to file such amendment to this Declaration all then existing condominium owners herewith covenant and agree that they will, upon request, join in the execution of such amendment papers agreeing, consenting and joining in such amendment and further agreeing to reduce their percentage of ownership interest in the general common elements.

The within agreement shall however nevertheless be a covenant running with the land and which shall be binding upon the owners of the then existing units and who upon acquiring title to such unit by this covenant agree and consent to the filing of such amendment and join in the same and the Declarant may in his discretion simply file the Declaration on his own initiative having been herein given the power and authority to make such amendment for and on behalf of all subsequent condominium owners in the SOUTHBROOK CONDOMINIUM.

After the recording of such supplemental and amended Declaration(s), all owners of condominium units in the property shall have a nonexclusive right and license subject to the provisions herein, to use and enjoy all of the general common elements of the property and all of the general common elements added to the condominium regime by such amendment. In addition, the owners of the respective units shall further have the nonexclusive right and license to use and enjoy the limited common elements which are appurtenant

and a part of their respective units which may be added to the condominium regime which are limited to the use of less than all of the unit owners.

Except as otherwise specifically provided in this Declaration or in such Supplemental Declaration(s), all of the provisions, terms and definitions herein contained shall, upon recording of the same be deemed expanded to include the additional units.

#### Floor Plans and Exhibits

2. SOUTHBROOK CONDOMINIUM will initially consist of two buildings and the real property described in Exhibit "A" which contains twelve living units. There is a crawl space in each building and the buildings are three (3) stories in height. Attached hereto is an exhibit which is incorporated herein as though fully set forth for all purposes, setting forth the floor plans which show the numbers of stories, size of the rooms, and other dimensions appurtenant to the plan and layout of the condominium.

#### Construction Materials

3. The principal materials of construction of the units are concrete for the slabs and footings, wood for the framing, structural and finish work, sheetrock and plywood for the interior, siding and cedar exterior surfaces. Cedar shake shingles are used on the roof of the buildings. The masonry flues are for the use of fireplaces.

#### Service of Process

4. The name of the person to receive service of process for SOUTHBROOK CONDOMINIUM until other designation is filed of record shall be Ken LeClair, 1717 South Black, #57, Bozeman, Montana, 59715.

#### Use

5. The use of all of the units in SOUTHBROOK CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever

except that nothing shall prohibit a Unit Owner from leasing or renting his unit to third persons or holding it out for lease or rental, or entering into an agreement or contract with others for the lease or rental of his unit for residential use. However, the respective unit shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days; or any rental if the units' occupants are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen service or bell boy service. The use of the general common areas shall be for the recreation and enjoyment of the Unit Owners, their guests, tenants, leasees and invitees. The units and common elements shall be limited as follows:

a) There shall be no obstruction of the common elements nor shall anything be stored in or on the common elements without prior consent of the Association. Each owner shall be obligated to maintain and keep in good order and repair the interior of his own unit.

b) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of the buildings, or contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law. No waste will be permitted on the common elements.

c) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a building and no sign, awning, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior consent of the Association.

d) No animals of any kind shall be raised, bred or kept in any unit, except that dogs, cats and other household pets may be kept subject to rules and regulations from time to time adopted or amended by the Association.

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

f) Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the buildings or which would structurally change the buildings except as is otherwise provided herein.

g) Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Association.

h) No firewood may be stored anywhere but in the owner's own garage. However, all garages are to be used primarily for the storage of the owners' vehicles.

#### Exclusive Ownership

6. Each owner or owners shall be entitled to exclusive ownership and possession of their unit. Such owners may use the general and limited common elements in accordance with the purposes for which they were intended and as they may otherwise agree between themselves, so long as they do not hinder or encroach upon the lawful rights of other Unit Owners.

## V. THE ASSOCIATION

Membership

1. An owner of a unit in SOUTHBROOK CONDOMINIUM shall automatically upon becoming the owner of said unit, be a member of SOUTHBROOK CONDOMINIUM Unit Ownership Association, hereinafter referred to as the Association, and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. The membership shall be limited to Unit Owners as defined in this Declaration.

Function

2. There shall be formed an Association of Unit Owners. Membership shall be limited to owners as defined in this Declaration. It shall be the function of the Association to:

- a) Adopt By-Laws of the governance of the Association
- b) Make provision for the general management of the condominium.
- c) Levy assessments as provided for in this Declaration, the By-Laws and the Unit Ownership Act of Montana.
- d) Adopt and implement a policy for the affairs of the condominium.
- e) Enter into contracts or hire personnel for the management of the affairs of the Association and the maintenance and repair of the common areas.

Vote

3. On all matters, unless excluded by this Declaration, to be decided by the Association each Unit Owner shall have a vote equal to his percentile interest in the general common elements. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and remain a

member for the period of his unit ownership. Except as otherwise provided in this Declaration, a majority of the aggregate interest at any meeting or by proxy shall be sufficient to act on matters brought before the Association. Meetings of the Association shall only be conducted when a quorum is present, as defined in the Association By-Laws.

Failure to Comply

4. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may lawfully be amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement to all attorneys' fees incurred in connection therewith, which action shall be maintainable by the manager in the name of the Association, on behalf of the owner, or in the proper case, by an aggrieved owner.

Payment of Assessments

5. All assessments shall be due three (3) days from the date of mailing of such assessment following the meeting at which time assessments are levied by the Association and may be payable in one annual payment or in quarterly installments, at the option of the owner. The amount of the common expenses assessed against each condominium unit and the amount of the limited common expenses assessed against such condominium shall be the personal and individual debt of the owner thereof. No owner may exempt himself from liability for his contribution toward the common expenses and the limited expenses by waiver of the use or enjoyment of any of the general common elements or limited common elements or by abandonment of his unit. All



assessments which are not paid within fifteen (15) days from the date they are due and payable become delinquent and are subject to interest and penalty charges. The manager shall have the responsibility of taking prompt action to collect any unpaid assessment which becomes delinquent. In the event of delinquency in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the rate of fifteen percent (15%) per annum on the amount of the assessment from due date thereof, together with all expenses, including attorneys' fees incurred, together with such late charges as provided by the By-Laws of the Association. Suit to recover a money judgment for unpaid common expenses and limited expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Unpaid Assessments

6. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any unit shall constitute a lien on such unit prior to all the liens except only (1) tax liens on the unit in favor of the assessing unit and special district, and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit, by the manager or Board of Directors, acting on behalf of the owners of the unit, in like manner as a mortgage on real property. In any foreclosure the Unit Owner shall be required to pay a reasonable rental for the unit, if so provided in the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the owners of the units, shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same.

Unpaid Assessment - Mortgagee

7. Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the units including such acquirer, his successors and assigns.

Levying Assessments

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

a) Assessments shall be made as a part of the regular business of the Association at any regular or special meeting thereof. Notice of the assessment, the amount thereof, and the purpose for which it is made, including an annual budget for expenditures and operation, shall be served upon all Unit Owners affected by mailing a copy of the notice to said owners at their address of record, at least ten (10) days prior to the date of such meeting.

b) Assessments shall be made for the repair, replacement and general maintenance, management and administration of general common elements, fees, costs and expenses of the manager, taxes for common elements, and for the Unit Owner's percentage share of any special improvement district assessments. Assessments shall be based upon and computed by using the percentile interest that each Unit Owner has in the general common elements.

c) Assessments may also be made for the payment of limited expenses such that the Unit Owners are chargeable only for the expenses relating to

their respective units in accordance with the percentile interest a unit associated with such limited common elements bears to the combined percentile interest of the other unit or units sharing or having an interest in the limited common elements concerned. If only one unit is associated with the limited common elements involved, then the entire cost of such repair, maintenance or replacement shall be borne by that unit.

d) Assessments may also be made for the payment of limited common element expenses such that the Unit Owners are chargeable only for the expenses relating to their respective units or building. Unit Owners shall share in the payment for limited expenses for the repair, maintenance and replacement of limited common elements for their respective units in accordance with the percentage the condominium unit or units have in the limited common element for which the assessment is being made. If only one unit is associated with the limited common elements involved, then the entire cost of such repair, maintenance or replacement shall be borne by that unit.

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

f) Common expenses and profits, if any, of SOUTHBROOK CONDOMINIUM shall be distributed among and charged to, the Unit Owners according to the percentage of undivided interest of each and the common elements.

g) In a voluntary conveyance of a unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager

or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

h) At the time the Association holds its first meeting a reserve account shall be set up to which initial assessments shall then be deposited and which assessment shall be a sum that is equal to two times the monthly assessment fee for that year multiplied by the number of units in the condominium project. Said amount shall be divided equally among all Unit Owners. If the Declarant still holds title to one or more units he shall pay the amount assessed against each and every unit so owned.

#### VI. RIGHTS RESERVED TO DECLARANT

1. Declarant reserves the right to change the interior design and arrangement of all units and alter the boundaries between units, so long as Declarant owns the units so altered. No such change shall alter the boundary of the general common elements without an amendment to this Declaration.

2. Until 75% of the units have been built and sold, Declarant reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership project.

3. Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, the Articles of Incorporation or By-Laws of the Association, Declarant reserves the right to exercise the rights, duties and functions of the Board of Directors of the Association until 75% of the condominium units have been sold. During such period of development and sale, the monthly assessment for common expenses shall be

based upon the estimate of the actual cost thereof excluding therefrom any estimated amount for contingencies, reserves or sinking funds, and Declarant shall pay its pro rata share thereof only for those condominium units which have been completed. During the period when fewer than all of the condominium units have been erected, the common expenses shall be allocated among the owners of such existing condominium units, and during such period, Declarant shall pay the real estate taxes and assessments on that part of the land described in Exhibit "A" which remains undeveloped but on which condominium units will be subsequently constructed.

#### VII. AMENDMENT

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

At any regular or special meeting of the Association of Unit Owners, such amendment may be proposed as a resolution by any Unit Owner. Upon adoption of the resolution by majority vote of those present the amendment shall be made a subject for consideration at the next succeeding meeting of the Association with notice thereof, together with a copy of the amendment to be furnished to each owner no later than thirty (30) days in advance of such meeting. At such meeting the amendment shall be approved by receiving the favorable vote of seventy-five percent (75%) of the total percentile vote of all the Unit Owners. If so approved, it shall be the responsibility of the manager to file the amendment with the recording officer of Gallatin County and the County Assessor. The amendment shall become effective upon being filed with the recording officer. Notwithstanding anything stated above, Declarant reserves the right to set the number of units and their boundaries on the second floor by filing an amendment hereto without the requirement of holding a meeting or receiving a vote of any other Unit Owners.

## VIII. CHANGES, REPAIRS AND LIENS

Alterations by Unit Owners

1. The interior plan of a unit may be changed by its owner and the boundaries between units may be changed only by the owners of the units affected. No units may be subdivided. No change in the boundaries of units shall encroach upon the boundaries of the common elements. Boundary walls must be equal in quality of design and construction to the existing boundary walls. A change in the boundaries between units shall be set forth in an amendment of this Declaration. In addition to compliance with the provisions of paragraph VII above, such amendment must further set forth and contain plans of the units concerned showing the units after the change of boundaries, which plans shall be by an architect licensed to practice in Montana, and attached to the amendment as exhibits, together with the certificate of an architect or engineer required by the Unit Ownership Act. Such an amendment shall be signed and acknowledged by the owners of such units concerned and also approved by the Board of Directors of the Association and signed and acknowledged by all lienors and mortgagees of the units concerned.

Maintenance by Unit Owners

2. An owner shall maintain and keep in repair the interior of his own unit, including the fixtures thereof. All fixtures and equipment installed in the unit commencing at a point where the utilities enter the unit shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or impair any easement. An owner shall also keep any balcony, entrance or deck area appurtenant to this unit in a clean and sanitary

condition. The right of each owner to repair, alter and remodel is coupled with the obligation to replace any finishing or other materials removed with similar or other types or kinds of materials. All glass replacement shall be with similar quality, shade and design. No act or alteration, repairing or remodeling by any Unit Owner shall impair in any way the integrity of the units of adjoining owners or the integrity of limited common elements or general common elements.

#### Liens for Alterations

3. Labor performed or materials furnished and incorporated into a unit with the consent or at the request of the Unit Owner, his agent, his contractor or subcontractor shall be the basis for the filing of a lien against the units of the Unit Owner consenting to or requesting the same. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit or any other owner or against the general common elements, or limited common elements for construction performed or for labor, materials, services or other products incorporated into the owner's unit at such owner's request.

#### Exterior Alterations

4. No owner may change, alter or remodel the exterior of his unit without the prior written consent of the Association.

#### Liens For Assessments

5. All sums assessed but unpaid for the share of common expenses and limited expenses chargeable to any condominium unit shall constitute a lien on such unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the unit in favor of any assessing authority, and all sums unpaid on a first mortgage or a first trust indenture of record, including all unpaid obligatory sums as may be provided by such



encumbrance. To evidence such lien, the manager shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the owner of the condominium unit and a description of the condominium unit. Such notice shall be signed and verified by one of the officers of the Association or by the manager, or his authorized agent, and shall be recorded in the office of the Clerk and Recorder of Gallatin County, State of Montana. Such lien shall attach from the date of recording of such notice. Such lien may be enforced by the foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such proceedings the owner may be required to pay the costs, expenses and attorneys' fees incurred for filing a lien and in the event of foreclosure proceedings, additional costs, all expenses and reasonable attorneys' fees incurred.

#### Foreclosure

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

#### Insurance

##### 7.1 Purchase

All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to



do business in Montana.

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

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

## 7.2 Coverage

a) Casualty - All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against:

1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement; and

2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to, vandalism and malicious mischief.

The policies shall state whether air handling or service equipment, interior fixtures and carpets are included within the coverage in order that

Unit Owners may insure themselves if the items are not insured by the Association.

b) Public liability - In such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to hired automobile and nonowned automobile coverages, and with cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

c) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable and as may be required by the Federal and State laws.

#### 7.3 Premiums

Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use, misuse, occupancy, or abandonment of the unit or its appurtenances or of the common elements by the Unit Owners shall be assessed against the owner. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

#### 7.4 Insurance Trustee

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

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

a) Unit Owners - An undivided share for each Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

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

#### 7.5 Distribution of Proceeds

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

a) Miscellaneous Expenses - Miscellaneous expenses of administration, insurance trustee and construction or remodeling supervision shall be considered as part of the cost of reconstruction or repair.

b) Reconstruction or Repair - If the damage for which the proceeds are

paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

c) Failure to Reconstruct or Repair - If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

d) Certificate - In making distribution to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association made by its representative or manager as to the names of the Unit Owners and their respective shares of the distribution.

#### 7.6 Association as Agent

The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

#### 7.7 Benefit to Mortgagees

Certain provisions in this paragraph entitled "insurance" are for the benefit of mortgagees of condominium parcels, and all of such provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

## Reconstruction

### 8.1 Repair After Casualty

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

a) Lesser Damage - If a unit or units are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be repaired.

b) If a unit or units are found by the Board of Directors to be not tenantable after the casualty, the damaged property will be reconstructed or rebuilt.

c) Certificate - The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

### 8.2 Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements or if not, then according to plans and specifications approved by the Board of Directors of the Association and by more than seventy-five percent (75%) of the Unit Owners, including the owners of all units the plans for which are to be altered. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to this Declaration, which amendment shall be prepared and filed of record in accordance with the provisions of such amended filing, more particularly set forth in paragraph VII and paragraph VIII, subparagraph 1 hereinabove.

### 8.3 Responsibility

The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair in the condominium property.

#### 8.4 Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair for which the Association is responsible, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owner's percentile interest.

#### 8.5 Construction Funds

The funds for payment of costs of reconstruction or repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in the sound discretion of the trustee and according to the contract of reconstruction or repair, which contract must have the approval of the Board and the Unit Owners involved.

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be paid to the Association for the use and benefit of the Unit Owners.

### IX. REMOVAL OR PARTITION - SUBDIVISION

SOUTHBROOK CONDOMINIUM may only be removed from condominium ownership and may only be partitioned or sold upon compliance with each of the conditions hereof:

a) The Board of Directors of the Association must approve the plans of removal, partition or sale, including the details of how any partition or sale and the distribution of the property or funds shall be accomplished.

b) The plan of removal, partition or sale must be approved as provided in the Montana Unit Ownership Act. Upon obtaining such approval the Board of the Association shall be empowered to implement and carry out the removal or partition plan.

c) No unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, except as provided above.

d) This section shall not apply to the sale of individual condominium units and shall not be considered as a right of first refusal.

e) The common elements of SOUTHBROOK CONDOMINIUM shall not be abandoned, partitioned, subdivided, encumbered, sold or transferred without compliance with all of the above requirements.

#### X. INTERPRETATION

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

#### XI. REMEDIES

All remedies provided for in the said Declaration and By-Laws shall not be exclusive of any other remedies which may now be or are hereafter available to the parties hereto as provided for by law.

#### XII. SEVERABILITY

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

## XIII. MISCELLANEOUS

Utility Easements

1. Easements are reserved through the condominium property as may be required for utility services, including heat, water, sewer, air conditioning, electrical power, cable and telephone in order to serve the condominium adequately; provided, however, such easements through the property or through a unit shall be only according to the plans and specifications for the unit building, as set forth in the recorded plat, or as the building is constructed, unless approved in writing by the Unit Owner.

Irrevocable Right

2. The Association shall have the irrevocable right, to be exercised by the manager, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the limited common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another unit. Damage to the interior or any part of the unit resulting from the maintenance, repair, emergency repair or replacement of any of the general or limited common elements or as a result of any emergency repair within another unit at the instance of the Association, shall be designated either limited or common expenses by the Association and assessed in accordance with said designation.

Expenditures

3. No expenditures or debts in excess of \$500.00 may be made or incurred by the Association or manager without the prior approval of seventy-five percent (75%) of the Unit Owners, according to their percentile interest.



Benefit

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

Warranties

5. The Declarant expressly makes no warranties or representations concerning the property, the units, the Declaration, By-Laws, or deeds of conveyance except as specifically set forth therein and no one may rely upon such warranty or representation not so specifically expressed therein. Estimates of common expenses are deemed accurate, but no warranty or guarantee is made nor is intended nor may one be relied upon.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A.

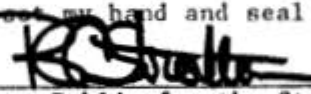
  
Ken LeClair

STATE OF MONTANA )  
: ss  
County of Gallatin )

On this 1st day of November, 1984, before me, a notary public for the State of Montana, personally appeared KEN LeCLAIR, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day first above written.



  
Notary Public for the State of MT.  
Residing at Bozeman, MT  
My commission expires: 11-12-85

## EXHIBIT "A"

Lots 2 and 10 in Block 2 of University Square Subdivision 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. Subject to all easements of record. Subject to all local zoning ordinances and other restrictions of record.

AND

A tract of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 11, Township 2 South, Range 5 East, M.P.M., Gallatin County, Montana, and being more particularly described by the following metes and bounds, to-wit:

Beginning at a point which bears South 89°54'30" West along the South line of said Section 11, and North 435 feet distant from and parallel to the East line of said Section 11, a distance of 371.8 feet to the point of beginning, said North line being also the West property line of South 20th Avenue, thence continuing North a distance of 264.0 feet; thence South 89°54'30" West a distance of 825.0 feet; thence South 0°1'30" East, 60 feet distant from and parallel to the West line of the E $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 11, a distance of 264 feet; thence North 89°54'30" East, 371.8 feet distant from and parallel to the South line of said Section 11, a distance of 825.0 feet to the point of beginning, according to a survey recorded in Book 147 of Deeds, page 367.

BY-LAWS OF THE ASSOCIATION OF  
UNIT OWNERS OF  
SOUTHBROOK CONDOMINIUM  
of Gallatin County, Montana

I.

Purpose and Application

These Articles are and shall be the By-Laws of the Association of Unit Owners of SOUTHBROOK CONDOMINIUM. These By-Laws shall, upon being recorded with the Clerk and Recorder of Gallatin County, State of Montana, govern and control the administration of SOUTHBROOK CONDOMINIUM. All Unit Owners, their guests and any renters or subleasees, present and future, shall have the rights and responsibilities described in these By-Laws and shall be subject to the provisions thereof.

The acquisition of ownership interest in SOUTHBROOK CONDOMINIUM signifies that the owner accepts, ratifies and agrees to comply with these By-Laws.

II.

Membership

Persons owning a unit in SOUTHBROOK CONDOMINIUM or an interest in a unit, or owning a unit in any real estate tenancy relationship recognized by the State of Montana, shall be a member of the Association of Unit Owners ("Association"). An owner may not decline membership in the Association. Membership begins concurrently with the acquisition of ownership interest and terminates at the time ownership interest is terminated. Such termination shall not relieve any owner of liability for obligations incurred while a member of the Association; further, membership in the Association does not in

any way negate or impair any owner's legal remedies, right to bring legal action, or defenses to any and all actions involving the Association, other Unit Owners, or the management which may arise from or be incidents of unit ownership.

III.

Obligations

Each Unit Owner shall be obligated to comply with these By-Laws, the Declaration, and the laws of the County of Gallatin and the State of Montana. Such obligation shall include, but not be limited to, the paying of assessments levied by the Association, and the adherence to the protective covenants which are a part of the Declaration. Failure of the owner to abide by these By-Laws, and all rules made pursuant thereto, the Declaration, and the laws of the County of Gallatin and the State of Montana, shall be grounds for appropriate legal action by the Association of Unit Owners or by any aggrieved Unit Owner against such noncomplying owner.

IV.

Meetings and Voting

There shall be a regular meeting of the Association annually on the first Monday in March of each year, or on such other date properly announced by the Association.

Pursuant to these By-Laws, the Association may at any time hold special meetings. Such special meetings may be called on the initiative of the Chairman of the Association, by the Board of Directors, a signed request of the manager, or a petition signed by fifty percent (50%) of the Unit Owners. Notice of any special meeting must specify the reason for said meeting and the matters to be raised. Only matters set forth in the petition or request

may be brought before such meeting unless more than fifty percent (50%) of the aggregate interest present agree otherwise.

a) Notice

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

b) Quorum

No meeting regular or special shall be convened to conduct business unless a quorum is present in person or by proxy. A quorum shall consist of fifty percent (50%) of the total aggregate interest of SOUTHBROOK CONDOMINIUM. At any time during any meeting that quorum is not present, such meeting shall be adjourned forthwith.

V.

Voting Interest

Each Unit Owner at Association meetings shall have a voting interest equal to his percentile interest in the general common elements as set forth in the Declaration, a copy of which is being filed concurrently with the filing of these By-Laws with the Clerk and Recorder of Gallatin County, Montana.

Such percentile factor shall be the voting interest of each Unit Owner on all matters affecting the general business of SOUTHBROOK CONDOMINIUM on

all matters affecting the common elements; assessments for the common elements; and on all matters upon which the Association agreed to have voting by the common elements' interests. Voting upon matters affecting limited common elements and assessments for limited expenses shall be only by owners having a unit or interest in units located in the building affected.

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

VI.

Board of Directors

The governance of SOUTHBROOK CONDOMINIUM shall be by the Board of four Directors. Such Board shall have all powers and responsibilities attendant to the general administration and control of the condominium. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified in these By-Laws.

VII.

Officers of the Board of Directors

The Association shall elect a Board of Directors which shall consist of a: chairman, vice-chairman, secretary, and treasurer, who shall all serve for a term of one (1) year. The manner of election to the Board of Directors shall be as follows: At the first and all subsequent annual meetings of the Association, nominations for position on the Board shall be accepted from any of the Unit Owners present. Voting will be non-cumulative with each Association member having a vote equal to his percentage interest in the general common elements and for as many persons as there are Directors to be

elected. Board members shall be elected by majority vote of the interests present or voting by proxy at any annual or special meeting. The first Board, consisting of three (3) persons, as listed below, shall serve until the first annual meeting of the Association, at which time the Board shall be elected by the members. In addition to persons who own any unit in SOUTHBROOK CONDOMINIUM, other persons eligible to be elected to the Board of Directors of the Association shall include persons who are members of the Board of Directors of any corporation which owns an interest in any unit of SOUTHBROOK CONDOMINIUM or nominees of the declarant.

VIII.

Powers and Duties of the Board of Directors

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

- a) To call annual meetings of the Association and give due notice thereof.
- b) To conduct elections to the Board of Directors.
- c) To enforce the provisions of the Declaration, By-Laws and protective covenants of SOUTHBROOK CONDOMINIUM by appropriate action.
- d) To provide for the management of SOUTHBROOK CONDOMINIUM by hiring or contracting with suitable or capable management and personnel for the day-to-day operation, maintenance, upkeep and repair of the common and limited common elements.
- e) To levy assessments as allowed by the Declaration, these By-Laws and the State of Montana and to provide for collection, expenditure and accounting of said assessments.
- f) To pay for the expenses for the maintenance, repair and upkeep of the common elements and limited common elements, and to approve payment

vouchers either at regular or special meetings.

g) To delegate authority to the manager of the routine conduct of condominium business, however, such authority shall be precisely defined with ultimate authority at all times residing in the Board of Directors.

h) To provide a means of hearing grievances of Unit Owners and respond appropriately thereto.

i) To meet at regular scheduled times and to hold such meetings open to all Unit Owners or their agents.

j) To prepare an annual budget for the condominium in order to determine the amount of the assessments payable by the Unit Owners to meet the common and limited common expenses and allocate and assess such charges among the Unit Owners according to their respective interests in the common and limited common elements.

k) To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses, costs or additional capital expenses, because of emergencies.

l) To take appropriate legal action to collect any delinquent assessments, payments or amounts due from Unit Owners or from person or persons owing money to the condominium, and to levy a penalty and to charge interest on unpaid amounts due and owing.

m) To defend in the name of the Association any and all lawsuits wherein SOUTHBROOK CONDOMINIUM is a party defendant.

n) To enter into contracts necessary to carry out the duties herein set forth.

o) To establish a bank account for SOUTHBROOK CONDOMINIUM and to keep



therein all funds of the Association; withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

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

q) To promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the units so as to not interfere with the peace and quiet of all the residents. Such rules must be ratified by seventy-five percent (75%) of the unit owners at the first regular or special meeting of the Association, following the adoption of such rules or regulations by the Board.

r) To make repairs, alterations, additions and improvements to the common and limited common elements consistent with managing the condominium in a first class manner and in the best interest of the Unit Owner.

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

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

#### IX.

##### Vacancies and Removal

Should a vacancy occur on the Board of Directors, the Board, subject to the exception described below, shall appoint a person eligible under paragraph VII above to serve the unexpired term. Such vacancy shall be filled no later than the next regular Board meeting after which it occurs.

Should such vacancy not be filled by the Board at the next regular meeting of the Association, the Association may fill such vacancy.

At any regular or special meeting of the Association any member of the Board may be removed by a majority of the aggregate interests of the condominium unless the Board member is a Unit Owner. Such vacancy shall be filled by the Association. Such removal matter must be announced in the notice of such special or regular meeting. The personal delivery of such notice by the secretary of the Association shall be considered notice served.

X.

Compensation

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

XI.

Managers

The manager shall be appointed and/or removed by the Board of Directors. The manager shall be bonded and shall have maintained records of the final affairs of the condominium. Such records shall also detail all assessments made by the Association and the status of payments of said assessments by all Unit Owners. All records shall be available for examination during normal business hours to any Unit Owners or his assigned representative.

a) Accounts. The receipts and expenditures of the Association shall be under the direction of the manager and be classified as appropriate, into common expenses and limited expenses, and shall include a provision for current expenses which shall include all receipts and expenditures to be made

within the year for which the budget is made, including a reasonable allowance made for contingencies and working funds, except expenditures chargeable to reserves or betterments. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year. Other budget items may be provided for in the discretion of the manager.

b) Budget. The manager shall prepare and submit to the Board a budget each calendar year, which must be approved then and adopted by the Board. The budget shall include the estimated funds required to defray the common and limited common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practice.

Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1, preceding the year for which the budget is made. If the budget is subsequently amended, budget shall be furnished to each member.

c) Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the audit report shall be furnished to each member not later than March 1st of each year for which the audit is made.

The manager shall generally operate and manage the condominium for and on behalf of the Unit Owners and shall have such other powers and authority as the Board may delegate.

## XII.

### Amendment of By-Laws

These By-Laws may be amended at any regular or special meeting of the Association providing that a copy of the proposed revision is included in the

notice of such meeting. Upon a vote of over seventy-five percent (75%) of the aggregate interest in the condominium, the amendment shall be declared adopted. The secretary shall as soon as practicable after adoption prepare a copy of these By-Laws as amended for certification by the chairman and secretary of the Association. Such amended and certified By-Laws shall then be filed and recorded in the office of the Clerk and Recorder of Gallatin County, State of Montana. By-Laws as amended shall become effective at the time of such record.

XIII.

Assessments

In accordance with the percentile interest in the general common elements as set forth in the Declaration, each Unit Owner shall be assessed for general common expenses. Such assessments and assessments for limited expenses shall be collected and paid according to the terms and under the procedures more particularly set forth in the Declaration. The amount of assessments described about and any other assessments allowed by these By-Laws, the Declaration and by the State of Montana, shall be fixed by the Board of Directors. Notice of each owner's assessments shall be mailed to said owner at his address of record.

XIV.

The Declaration

The undersigned has filed along with these By-Laws a Declaration whereby the properties known as SOUTHBROOK CONDOMINIUM are submitted to Title 70, Chapter 23, M.C.A. The Declaration shall govern the acts, powers, duties and responsibilities of the Association of Unit Owners and in the event these By-Laws and the Declaration are in conflict, the Declaration shall prevail.

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

By virtue of the By-Laws and the Declaration each Unit Owner has the right to membership in the Association of Unit Owners, and the Owners Association and additionally, any Unit Owner may be on the Board of Directors of SOUTHBROOK CONDOMINIUM.

SOUTHBROOK CONDOMINIUM Association of Unit Owners and its Board of Directors shall have primary and final authority on all matters solely affecting the condominium area.

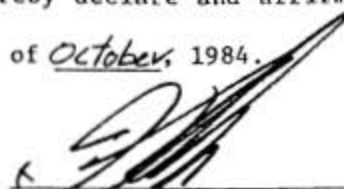
IN WITNESS WHEREOF, the undersigned, as the owner of record of all of the condominium units and 100% of the voting interests of said SOUTHBROOK CONDOMINIUM as of the date hereof, hereby appointed the following persons to serve on the Board of Directors and as officers until the first annual meeting of the Association, to-wit:

Paul VanderJagt

Ken LeClair

Susan Burfening

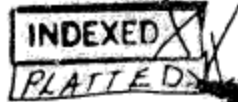
And, Declarant and the said Board hereby declare and affirm the adoption of the foregoing By-Laws on the 3 day of October, 1984.



Ken LeClair

SUPPLEMENTAL DECLARATION  
FOR  
SOUTHBROOK CONDOMINIUM  
PHASE II

138530



State of Montana } ss.  
County of Gallatin }  
Filed April 19th, 1985  
at 3:16 P.M., and  
Recorded in book 87 of  
MISCELLANEOUS Page 1969

Gary W. Pringle

County Clerk & Recorder

By Lorraine A. Benigne  
Deputy

Fee \$ 12.50

Rt American Land Title Co.

ALTER - 2610

CERTIFICATE OF ARCHITECT

The undersigned, being a duly registered architect in the State of Montana, and who prepared the floor plans for the South Brook Condominiums, herewith certifies that the floor plans for said condominium units #31-46 attached to this Declaration are an accurate copy of the plans filed with and approved by the city of Bozeman and its duly authorized officers, agents and employees having jurisdiction to issue building permits.

Dated this 1<sup>st</sup> day of APRIL, 1985.

*Corbin Ross*

REGISTERED ARCHITECT

State of Montana, No. 891

SUPPLEMENTAL DECLARATION FOR  
SOUTHBROOK CONDOMINIUM  
FOR PHASE TWO

By this Supplemental Declaration made this 18th day of April, 1985, by KEN LeCLAIR, aka KENNETH JAMES LeCLAIR, of Bozeman, Montana, the undersigned, amends the prior Declaration for Southbrook Condominium filed with the Clerk and Recorder of Gallatin County, Montana, on November 5, 1984, at 4:50 p.m. in Film Box 85, of Miscellaneous, page 1788, according to the records of the Clerk and Recorder of Gallatin County. This amendment is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. Paragraph 1 of Article II of the Declaration is amended to read:

"Description

1. The real property which is by this Declaration submitted to the Unit Ownership Act of Montana is described in Exhibit "A" attached hereto.

The condominium consists of twenty-eight separate units, numbered 19 through 46, consecutively, subject to the expansion provisions of paragraph IV-1 below. The provisions of this Declaration and the By-Laws shall be construed as a covenant running with the land including every unit and shall be binding upon the unit owners, their heirs, successors, personal representatives and assigns for as long as this condominium Declaration and By-Laws are in effect."

2. Paragraph 2 of Article II of the Declaration is amended to read:

"Condominium Units

2. Each unit, together with the appurtenant undivided interest in the common elements of the SOUTHBROOK CONDOMINIUM shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, revised or encumbered as a condominium unit as a fee simple interest in a parcel of real property. Each unit shall include a designated garage and storage area. The units comprising the condominium are contained in four buildings subject to the expansion provisions of paragraph IV-1 below."

3. Paragraph 1 of Article IV of the Declaration is amended by the substitution of a schedule of the percentage of undivided ownership of the specific units as follows:
-



"

Unit Description	Appurtenant Undivided Interest % (Percentile Interest)
------------------	--

19	3.5714
20	3.5714
21	3.5714
22	3.5714
23	3.5714
24	3.5714
25	3.5714
26	3.5714
27	3.5714
28	3.5714
29	3.5714
30	3.5714
31	3.5714
32	3.5714
33	3.5714
34	3.5714
35	3.5714
36	3.5714
37	3.5714
38	3.5714
39	3.5714
40	3.5714
41	3.5714
42	3.5714
43	3.5714
44	3.5714
45	3.5714
46	3.5714
	<u>99.9992*</u>

\*Subject to the expansion provisions below."

4. The last sentence of paragraph 1(e) shall be amended to read:

"For the present, each of the existing twenty-eight units shall have a 1/28 or 3.5714% interest in the general common elements."

5. The site plan and floor plans for the buildings and units as constructed are attached hereto.

6. The two additional buildings with the additional 16 units contained therein, eight units per building, contain a crawl space in each building and each building is two stories in height. The principal materials of construction are the same as listed in paragraph 3 of Article IV of the Declaration.

7. As to these 16 new units, there are no changes of any limited common elements contained in the existing Declaration.

8. Except as amended as above set forth, because of the second phase of construction, the Declaration for SOUTHBROOK CONDOMINIUM shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the prior Declaration for Southbrook Condominium.

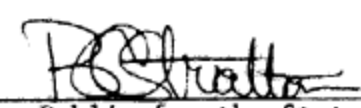
  
Ken LeClair

STATE OF MONTANA )  
: ss  
County of Gallatin)

On this 18th day of April, 1985, before me, a Notary Public for the State of Montana, personally appeared KEN LeCLAIR, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

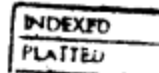
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



  
Notary Public for the State of Montana  
Residing at Bozeman, Montana  
My commission expires: 11-12-85

SUPPLEMENTAL DECLARATION  
FOR  
SOUTHBROOK CONCOMINIUM  
PHASE III

148786



State of Montana } ss.  
County of Gallatin }  
Filed December 20th, 19 85  
at 3:30 P. M., and  
Recorded in book 90 of  
MISCELLANEOUS Page 1993  
Gary W. Pringle  
County Clerk & Recorder  
By Janet C. Moe  
Deputy  
Fee \$ 25.00

Site plans filed.

Rt: American Land Title

CERTIFICATE OF ARCHITECT

The undersigned, being a duly registered architect in the State of Montana, and who prepared the floor plans for the South Brook Condominiums, herewith certifies that the floor plans for said condominium units #47-62 and #81-88 attached to this Declaration are a copy of the plans filed with and approved by the city of Bozeman and its duly authorized officers, agents and employees having jurisdiction to issue building permits.

Dated this 10 day of NOVEMBER, 1985.

Kevin Ross  
REGISTERED ARCHITECT  
State of Montana, No. 891

SUPPLEMENTAL DECLARATION FOR  
SOUTHBROOK CONDOMINIUM  
FOR PHASE THREE

By this Supplemental Declaration made this 20th day of December, 1985, by KEN LeCLAIR, aka KENNETH JAMES LeCLAIR, of Bozeman, Montana, the undersigned, amends the prior Declaration for Southbrook Condominium filed with the Clerk and Recorder of Gallatin County, Montana, on November 5, 1984, at 4:50 p.m. in Film Box 85, of Miscellaneous, page 1788, and Supplemental Declaration for Phase Two dated April 18, 1985 and filed on April 19, 1985 at Film Box 87, page 1969, all according to the records of the Clerk and Recorder of Gallatin County. This amendment is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. Paragraph 1 of Article II of the Declaration is amended to read:

"Description

1. The real property which is by this Declaration submitted to the Unit Ownership Act of Montana is described in Exhibit "A" attached hereto.

The condominium consists of fifty-two separate units, numbered 19 through 62, consecutively, and 81 through 88, consecutively, subject to the expansion provisions of paragraph IV-1 below. The provisions of this Declaration and the By-Laws shall be construed as a covenant running with the land including every unit and shall be binding upon the unit owners, their heirs, successors, personal representatives and assigns for as long as this condominium Declaration and By-Laws are in effect."

2. Paragraph 2 of Article II of the Declaration is amended to read:

"Condominium Units

2. Each unit, together with the appurtenant undivided interest in the common elements of the SOUTHBROOK CONDOMINIUM shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, revised or encumbered as a condominium unit as a fee simple interest in a parcel of real property. Each unit shall include a designated garage and storage area. The units comprising the condominium are contained in seven buildings subject to the expansion provisions of paragraph IV-1 below."

3. Paragraph 1 of Article IV of the Declaration is amended by the substitution of a schedule of the percentage of undivided ownership of the specific units as follows:

" Unit Description	Appurtenant Undivided Interest % (Percentile Interest)
19	1.9230
20	1.9230
21	1.9230
22	1.9230
23	1.9230
24	1.9230
25	1.9230
26	1.9230
27	1.9230
28	1.9230
29	1.9230
30	1.9230
31	1.9230
32	1.9230
33	1.9230
34	1.9230
35	1.9230
36	1.9230
37	1.9230
38	1.9230
39	1.9230
40	1.9230
41	1.9230
42	1.9230
43	1.9230
44	1.9230
45	1.9230
46	1.9230
47	1.9230
48	1.9230
49	1.9230
50	1.9230
51	1.9230
52	1.9230
53	1.9230
54	1.9230
55	1.9230
56	1.9230
57	1.9230
58	1.9230
59	1.9230
60	1.9230
61	1.9230
62	1.9230
81	1.9230
82	1.9230
83	1.9230
84	1.9230
85	1.9230
86	1.9230
87	1.9230
88	1.9230
	99.996*

\*Subject to the expansion provisions below."

4. The last sentence of paragraph 1(e) shall be amended to read:

"For the present, each of the existing fifty-two units shall have a 1/52 or 1.9230% interest in the general common elements."

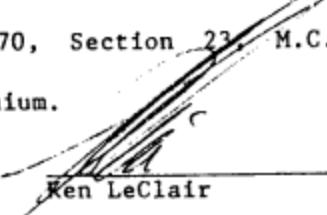
5. The site plan and floor plans for the buildings and units as constructed are attached hereto.

6. The three additional buildings with the additional 24 units contained therein, eight units per building, contain a crawl space in each building and each building is two stories in height. The principal materials of construction are the same as listed in paragraph 3 of Article IV of the Declaration.

7. As to these 24 new units, there are no changes of any limited common elements contained in the existing Declaration.

8. Except as amended as above set forth, because of the second phase of construction, the Declaration for SOUTHBROOK CONDOMINIUM shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the prior Declaration for Southbrook Condominium.

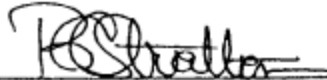
  
Ken LeClair

STATE OF MONTANA )  
: ss  
County of Gallatin)

On this 20th day of December, 1985, before me, a Notary Public for the State of Montana, personally appeared KEN LeCLAIR, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



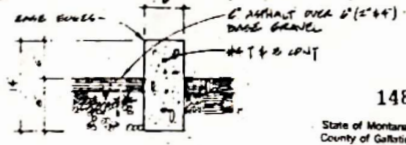
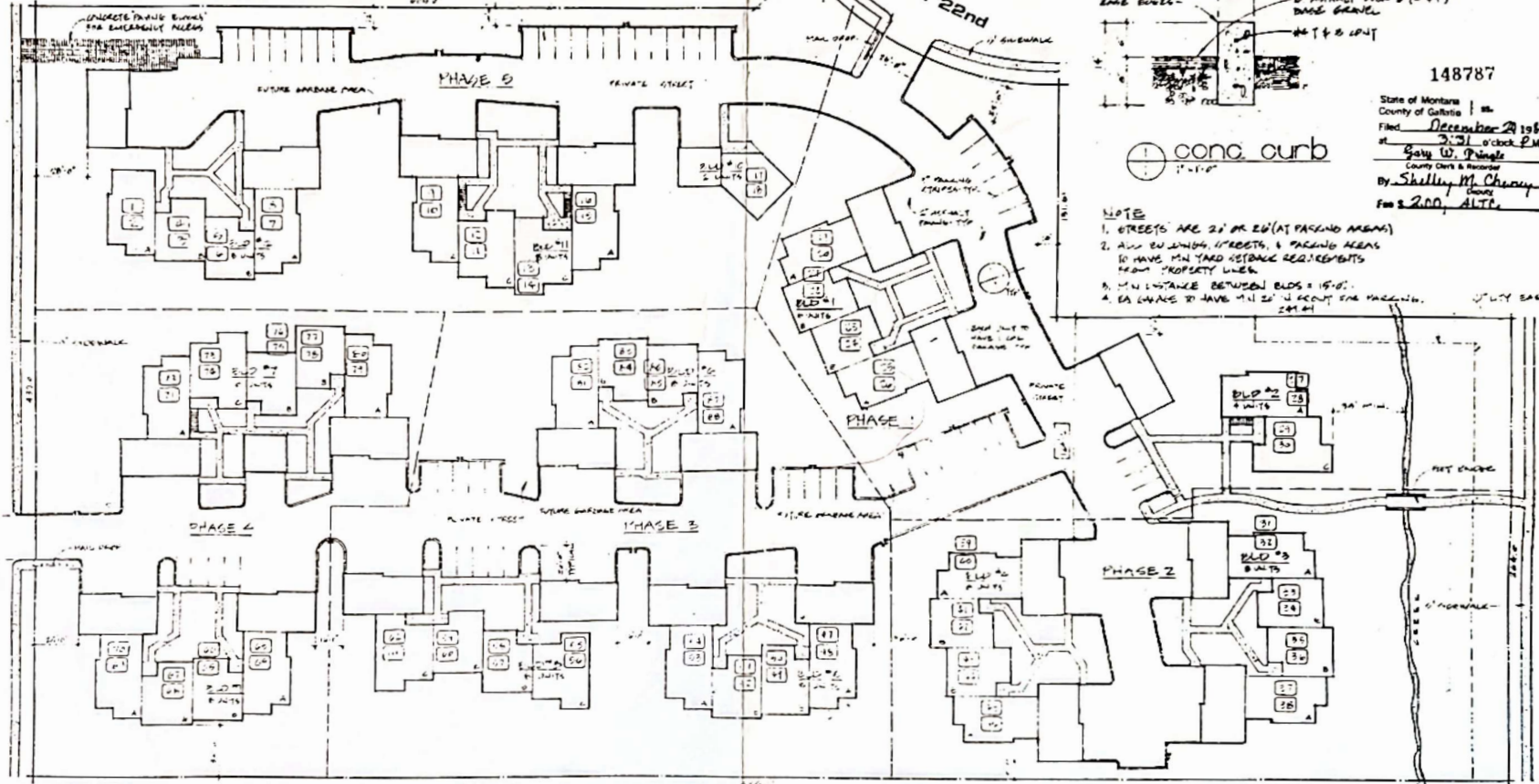
  
Notary Public for the State of Montana  
Residing at Bozeman, Montana  
My commission expires: 11-12-88

Declaration & below: 93 MT 1993  
in Lots 2 & 10, block 2, University Square  
Sub. 2 tract in SUTTER, Sec. 14, T2S, R5E  
in Book 147 Deeds, page 367.

South 23rd

South 22nd

South 20th



148787

State of Montana  
County of Gallatin  
Filed December 29 1985  
at 3:31 o'clock PM  
by Shelley M. Cheary  
County Clerk & Recorder  
Fee \$ 2.00 ALTC.

- NOTE
1. STREETS ARE 20' OR 25' (AT PARKING AREAS)
  2. ALL BUILDINGS, STREETS, & PARKING AREAS TO HAVE MIN. TYPED RESIDENCE REQUIREMENTS FROM PROPERTY LINE.
  3. MIN. DISTANCE BETWEEN BLDGS 15'-0\"/>
  4. EACH PHASE TO HAVE MIN. 25' WIDE ABOUT ONE PARKING AREA.

site data

APPLICANT  
LESLIE CONSTRUCTION  
2501 N. 10th and E. 10th  
BOZEMAN, MT

LAND ACQUISITION  
A TRACT OF LAND IN THE E1/4 OF THE SE1/4 OF  
SEC. 14, T2S, R5E, MTM. GALATIEN CO. MONTG.  
S. 10. BLOCK 2 UNIVERSITY SQUARE SUBDIVISION.

ZONE  
R-1, R-2

LAND AREA  
7.24 ACRES / 311,076 SQ FT

CONTRAST  
FRONT YARD 35'  
REAR YARD 20'  
SIDE YARD 5'

TOTAL NUMBER OF UNITS  
10 UNITS = 21 / 2 UNITS

LAND OWNED BY: B. J. DUNCAN  
44%

LAND OWNED BY: COMMON OWNERSHIP  
17%

LAND OWNED BY: STREETS & PARKING  
7%

LAND TO BE ACQUIRED  
100'

CONTRAST  
SIDE YARD 35'  
REAR YARD 20'  
SIDE YARD 5'

TOTAL NUMBER OF UNITS  
10 UNITS = 21 / 2 UNITS

LAND OWNED BY: B. J. DUNCAN  
44%

LAND OWNED BY: COMMON OWNERSHIP  
17%

LAND OWNED BY: STREETS & PARKING  
7%

site plan



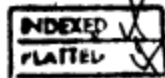
STREET NAME - BROOKSIDE  
[ ] LOWER UNIT  
[ ] UPPER UNIT

NOTE: SIDEWALKS TO BE LOCATED 1'-0\"/>

SOUTHBROOK LESLIE CONSTRUCTION - BOZEMAN, MT		
SCALE	APPROVED BY	DATE
DATE: 5-21-84		
SITE PLAN		
CORDIN ROSS, ARCHITECT		DRAWING NUMBER 1-21



SUPPLEMENTAL DECLARATION FOR  
SOUTHBROOK CONDOMINIUM FOR  
PHASE FOUR, PART A



175191

State of Montana } ss.  
County of Gallatin }  
Filed August 3rd, 19 87  
at 3:00 P M., and  
Recorded in book 98 of  
MISCELLANEOUS Page 1293  
Gerald R. Wine  
County Clerk & Recorder  
By Janet C. Moe  
Deputy  
Fee \$ 30.00

Rt: American Land Title

CERTIFICATE OF ARCHITECT

The undersigned, being a duly registered architect in the State of Montana, and who prepared the floor plans for the Southbrook Condominiums, building #7, phase 4, herewith certifies that the floor plans for said condominium units #71-80 attached to this declaration, are an accurate copy of the plans filed with and approved by the city of Bozeman and its duly authorized officers, agents and employees having jurisdiction to issue building permits.

Dated this 8<sup>TH</sup> day of July, 1987.

Corbin Ross  
REGISTERED ARCHITECT  
State of Montana, No. 891

SUPPLEMENTAL DECLARATION FORSOUTHBROOK CONDOMINIUMFOR PHASE FOUR, PART A

By this Supplemental Declaration made this 30 day of July, 1987, by KEN LeCLAIR, aka KENNETH JAMES LeCLAIR, of Bozeman, Montana, the undersigned, amends the prior Declaration for Southbrook Condominium filed with the Clerk and Recorder of Gallatin County, Montana, on November 5, 1984, at 4:50 p.m. in Film Box 85, of Miscellaneous, page 1788, and Supplemental Declaration for Phase Two dated April 18, 1985 and filed on April 19, 1985 at Film Box 87, page 1969, and Supplemental Declaration for Phrase Three filed on December 20, 1985 at 3:30 p.m. in Book 90 of Miscellaneous, page 1993, all according to the records of the Clerk and Recorder of Gallatin County. This amendment is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. Paragraph 1 of Article II of the Declaration is amended to read:

"Description

1. The real property which is by this Declaration submitted to the Unit Ownership Act of Montana is described in Exhibit "A" attached hereto.

The condominium consists of sixty-two separate units, numbered 19 through 62, and 71 through 88, consecutively, subject to the expansion provisions of paragraph IV-1 below. The provisions of this Declaration and the By-Laws shall be construed as a covenant running with the land including every unit and shall be binding upon the unit owners, their heirs, successors, personal representatives and assigns for as long as this condominium Declaration and By-Laws are in effect."

2. Paragraph 2 of Article II of the Declaration is amended to read:

"Condominium Units

2. Each unit, together with the appurtenant undivided interest in the common elements of the SOUTHBROOK CONDOMINIUM shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, revised or encumbered as a condominium unit as a fee simple interest in a parcel of real property. Each unit shall include a designated garage and storage area. The units comprising the condominium are contained in nine buildings subject to the expansion provisions of paragraph IV-1 below."

3. Paragraph 1 of Article IV of the Declaration is amended by the substitution of a schedule of the percentage of undivided ownership of the specific units as follows:

"

Unit Description	Appurtenant Undivided Interest % (Percentile Interest)
------------------	--

---

19	1.6129
20	1.6129
21	1.6129
22	1.6129
23	1.6129
24	1.6129
25	1.6129
26	1.6129
27	1.6129
28	1.6129
29	1.6129
30	1.6129
31	1.6129
32	1.6129
33	1.6129
34	1.6129
35	1.6129
36	1.6129
37	1.6129
38	1.6129
39	1.6129
40	1.6129
41	1.6129
42	1.6129
43	1.6129
44	1.6129
45	1.6129
46	1.6129
47	1.6129
48	1.6129
49	1.6129
50	1.6129
51	1.6129
52	1.6129
53	1.6129
54	1.6129
55	1.6129
56	1.6129
57	1.6129
58	1.6129
59	1.6129
60	1.6129
61	1.6129
62	1.6129
71	1.6129
72	1.6129
73	1.6129
74	1.6129
75	1.6129
76	1.6129
77	1.6129
78	1.6129
79	1.6129
80	1.6129
81	1.6129
82	1.6129
83	1.6129

84	1.6129
85	1.6129
86	1.6129
87	1.6129
88	1.6129
	99.999*

\*Subject to the expansion provisions below."

4. The last sentence of paragraph 1(e) shall be amended to read:

"For the present, each of the existing sixty-two units shall have a 1/62 or 1.6129% interest in the general common elements."

5. The site plan and floor plans for the buildings and units as constructed are attached hereto.

6. The one additional building with the additional 10 units contained therein, being ten units in Building #7, contains a crawl space and the building is two stories in height. The principal materials of construction are the same as listed in paragraph 3 of Article IV of the Declaration.

7. As to these 10 new units, there are no changes of any limited common elements contained in the existing Declaration.

8. Except as amended as above set forth, because of the second and third phases of construction, the Declaration for SOUTHBROOK CONDOMINIUM shall be in full force and effect.

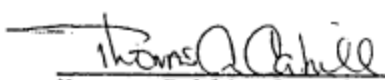
IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the prior Declaration for Southbrook Condominium.

  
Ken LeClair

STATE OF MONTANA )  
: ss  
County of Gallatin)

On this 10 day of July, 1987, before me, a Notary Public for the State of Montana, personally appeared KEN LeCLAIR, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

  
Notary Public for the State of Montana  
Residing at Bozeman, Montana  
My commission expires:

## EXHIBIT "A"

Col  
Lots 2 and 10 in Block 2 of University Square Subdivision 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. Subject to all easements of record. Subject to all local zoning ordinances and other restrictions of record.

AND

A tract of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 11, Township 2 South, Range 5 East, M.P.M., Gallatin County, Montana, and being more particularly described by the following metes and bounds, to-wit:

Beginning at a point which bears South 89°54'30" West along the South line of said Section 11, and North 435 feet distant from and parallel to the East line of said Section 11, a distance of 371.8 feet to the point of beginning, said North line being also the West property line of South 20th Avenue, thence continuing North a distance of 264.0 feet; thence South 89°54'30" West a distance of 825.0 feet; thence South 0°1'30" East, 60 feet distant from and parallel to the West line of the E $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 11, a distance of 264 feet; thence North 89°54'30" East, 371.8 feet distant from and parallel to the South line of said Section 11, a distance of 825.0 feet to the point of beginning, according to a survey recorded in Book 147 of Deeds, page 367.

**SOUTHBROOK CONDOMINIUM  
HOMEOWNERS ASSOCIATION**

The following covenants are submitted to the Gallatin County Clerk and Recorder's Office for inclusion in recorded covenants for Southbrook Condominiums. The following additional covenants were duly approved at a regular meeting of the Association on Wednesday, October 5, 1988.

Submitted on this date, October 11, 1988 are the following declarations to be included with existing, previously recorded covenants: FILM 85 PAGES 1788 - 1836 *HHA*

- No recreational vehicles (motor homes, boats, trailers, etc.) will be parked in the complex for a period exceeding 48 hours.
- No more than two pets shall be permitted per unit; no animal shall be larger than 16 inches at the shoulder; both cats and dogs must be under leash; each owner is responsible for cleaning up after their animal; pets will be tethered to the owner's patio only.
- Temporary clothes lines of a standard model may be used on a units patio for up to four hours per day.
- No sound systems may be played either within a unit or on common elements at a level which is audible in another unit.
- All storm/screen doors installed on the property shall adhere to a uniform standard. The standard model to be Model CA/SS Cole Sewel Storing door.
- The exterior blinds shall be of a bamboo type. Prior to purchase, unit owners should clear such purchase with the Board.
- Association fees are due the first and will be considered delinquent after the 10th of each month. Delinquent fees are subject to an immediate fine of \$5.00 plus an additional assessment of \$1.00 per day for each day of delinquency.
- The speed limit within the complex shall be 10 miles per hour.

Submitted by: Herbert R. Agocs  
1987-881 Assoc. President,

Barbara S. Agocs  
Assoc. Secretary

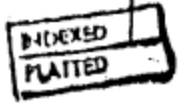
Signed:

Date:

October 11, 1988



*H. McClure*  
Notary Public for the State of Montana  
Bozeman, Montana  
Commission Expires April 1, 1989



190507

OFFICE OF COUNTY RECORDER,  
STATE OF MONTANA  
COUNTY OF GALLATIN.

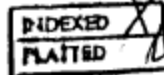
ss.

THIS INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON THE  
12th DAY OF October, A.D., 1988.  
AT 3:30P M., AND WAS DULY RECORDED IN BOOK 103  
OF MISCELLANEOUS RECORDS, PAGE 1573

cc \$ 5.00pd *Gerald R. Wine* RECORDER. BY *Janet C. Moe* DEPUTY  
Rt: Herbert R. Agocs, 2200 W. Dickerson, #24, Bozeman

SUPPLEMENTAL DECLARATION  
FOR  
SOUTHBROOK CONDOMINIUM  
PHASE FOUR, PART B

196596



State of Montana } ss.  
County of Gallatin }

Filed April 7th 1989

at 9:30 A.M. and

Recorded in book 105 of

MISCELLANEOUS Page 2082

*Shelley M. Cheney*

County Clerk & Recorder

By *Sandra H. Hammond*  
Deputy

Fee \$ 35.00

RT: American LandTitle



CERTIFICATE OF ARCHITECT

The undersigned, being a duly registered architect in the State of Montana, and who prepared the floor plans for the Southbrook Condominiums, building 9, herewith certifies that the floor plans for said condominium units #63-70 attached to this declaration are an accurate copy of the plans filed with and approved by the city of Bozeman and its duly authorized officers, agents and employees having jurisdiction to issue building permits.

Dated this 9<sup>th</sup> day of January, 1989.

Corbin Ross

REGISTERED ARCHITECT

State of Montana, No. 891

SUPPLEMENTAL DECLARATION FOR  
SOUTHBROOK CONDOMINIUM  
FOR PHASE FOUR, PART B

By this Supplemental Declaration made this 31 day of March, 1989, by KEN LeCLAIR aka KENNETH JAMES LeCLAIR, of Bozeman, Montana, the undersigned, amends the prior Declaration for Southbrook Condominium filed with the Clerk and Recorder of Gallatin County, Montana, on November 5, 1984, at 4:50 p.m. in Film Box 85 of Miscellaneous, page 1788, and Supplemental Declaration for Phase Two dated April 18, 1985 and filed on April 19, 1985 in Film Box 87, page 1969, and Supplemental Declaration for Phase Three filed on December 20, 1985 at 3:30 p.m. in Book 90 of Miscellaneous, page 1993, and Supplemental Declaration for Phase Four, Part A, filed August 3, 1987 at 3:00 p.m. in Book 98 of Miscellaneous, page 1293, all according to the records of the Clerk and Recorder of Gallatin County, Montana. This amendment is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. Paragraph 1 of Article II of the Declaration is amended to read:

"Description

1. The real property which is by this Declaration submitted to the Unit Ownership Act of Montana is described in Exhibit "A" attached hereto.

The condominium consists of sixty-two separate units, numbered 19 through 62, and 71 through 88, consecutively, subject to the expansion provisions of paragraph IV-1 below. The provisions of this Declaration and the By-Laws shall be construed as a covenant running with the land including every unit and shall be binding upon the unit owners, their heirs, successors, personal representatives and assigns for as long as this condominium Declaration and By-Laws are in effect."

2. Paragraph 2 of Article II of the Declaration is amended to read:

"Condominium Units

2. Each unit, together with the appurtenant undivided interest in the common elements of the SOUTHBROOK CONDOMINIUM shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, revised or encumbered as a condominium unit as a fee simple interest in a parcel of real property. Each unit shall include a designated garage and storage area. The units comprising the condominium are contained in nine buildings subject to the expansion provisions of paragraph IV-1 below."

3. Paragraph 1 of Article IV of the Declaration is amended by the substitution of a schedule of the percentage of undivided ownership of the specific units as follows:

Unit Description	Appurtenant Undivided Interest % (Percentile Interest)
19	1.4285
20	1.4285
21	1.4285
22	1.4285
23	1.4285
24	1.4285
25	1.4285
26	1.4285
27	1.4285
28	1.4285
29	1.4285
30	1.4285
31	1.4285
32	1.4285
33	1.4285
34	1.4285
35	1.4285
36	1.4285
37	1.4285
38	1.4285
39	1.4285
40	1.4285
41	1.4285
42	1.4285
43	1.4285
44	1.4285
45	1.4285
46	1.4285
47	1.4285
48	1.4285
49	1.4285
50	1.4285
51	1.4285
52	1.4285
53	1.4285
54	1.4285
55	1.4285

Unit Description	Appurtenant Undivided Interest % (Percentile Interest)
56	1.4285
57	1.4285
58	1.4285
59	1.4285
60	1.4285
61	1.4285
62	1.4285
63	1.4285
64	1.4285
65	1.4285
66	1.4285
67	1.4285
68	1.4285
69	1.4285
70	1.4285
71	1.4285
72	1.4285
73	1.4285
74	1.4285
75	1.4285
76	1.4285
77	1.4285
78	1.4285
79	1.4285
80	1.4285
81	1.4285
82	1.4285
83	1.4285
84	1.4285
85	1.4285
86	1.4285
87	1.4285
88	1.4285
	99.9999*

Subject to the expansion provisions below.

4. The last sentence of paragraph 1(e) shall be amended to read:

"For the present, each of the existing seventy units shall have a 1/70 or 1.4285 interest in the general common elements."

5. The site plan and floor plans for the building and units are constructed are attached hereto.

6. The one additional building with the additional ten units contained therein, being eight units in Building 9, contains a crawl space and the building is two stories in height. The principal materials of construction are the same as listed in

paragraph 3 of Article IV of the Declaration.

7. As to these eight new units, there are no changes of any limited common elements contained in the existing Declaration.

8. Except as amended as above set forth, because of the second, third and fourth phases of construction, the Declaration for SOUTHBROOK CONDOMINIUM shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the prior Declaration for Southbrook Condominium.

  
Ken LeClair

STATE OF MONTANA )  
: ss  
County of Gallatin)

On the 31st day of March, 1989, before me, a Notary Public for the State of Montana, personally appeared KEN LeCLAIR, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

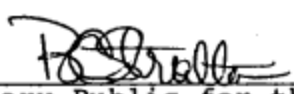
  
Notary Public for the State of MT.  
Residing at Bozeman, MT.  
My commission expires: 11-12-92



EXHIBIT "A"

Lots 2 and 10 in Block 2 of University Square Subdivision 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. Subject to all easements of record. Subject to all local zoning ordinances and other restrictions of record.

AND

A tract of land in the SE 1/4 SE 1/4 of Section 11, Township 2 South, Range 5 East, M.P.M., Gallatin County, Montana, and being more particularly described by the following metes and bounds, to-wit:

Beginning at a point which bears South  $89^{\circ}54'30''$  West along the South line of said Section 11 and North 435 feet distant from and parallel to the East line of said Section 11, a distance of 371.8 feet to the point of beginning, said North line being also the West property line of South 20th Avenue, thence continuing North a distance of 264.0 feet; thence South  $89^{\circ}54'30''$  West a distance of 825.0 feet; thence South  $0^{\circ}1'30''$  East, 60 feet distant from and parallel to the West line of the E 1/2 SE 1/4 of said Section 11, a distance of 264 feet; thence North  $89^{\circ}54'30''$  East, 371.8 feet distant from and parallel to the South line of said Section 11, a distance of 825.0 feet to the point of beginning, according to a survey recorded in Book 147 of Deeds, page 367.

AMENDMENT OF BY-LAWS  
OF SOUTHBROOK CONDOMINIUM

The following covenant was duly approved by the necessary vote of unit owners of Southbrook Condominium Homeowner's Association at its meeting held on Monday, April 24, 1989:

Curbside parking is prohibited in the complex.

The covenant shall become an addition to the By-Laws.

The Declaration and By-Laws are recorded at Film 85, pages 1788-1836, records of Gallatin County Clerk and Recorder.

DATED this 25th day of April, 1989.

Madeline Landes  
Madeline Landes, President

Norma Secor  
Norma Secor, Secretary

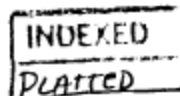
STATE OF MONTANA)  
:ss.  
County of Gallatin)

On this 25th day of April, 1989, before me, a Notary Public in and for the State of Montana, personally appeared MADELINE LANDES and NORMA SECOR, known to me to be the President and Secretary, respectively, of Southbrook Condominium Homeowners' Association, and acknowledged to me that they executed this instrument on behalf of the Association.

IN WITNES WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Calvin L. Braaksma  
Notary Public for the State of Mont.  
Residing at Bozeman, Montana  
My commission expires: July 1, 1989

197288

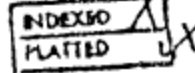


OFFICE OF COUNTY RECORDER,  
STATE OF MONTANA  
COUNTY OF GALLATIN.

ss. THIS INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON THE  
27th DAY OF April, A.D., 1989.  
AT 4:35 P.M., AND WAS DULY RECORDED IN BOOK 105  
OF MISCELLANEOUS RECORDS, PAGE 3176  
cc \$ 5.00 Shelley M. Cheney RECORDER. BY Sandra H. Hammond DEPUTY

RT: Landoe-Brown

SUPPLEMENTAL DECLARATION  
FOR  
SOUTHBROOK CONDOMINIUM  
PHASE FIVE, PART A



205305

State of Montana } ss.  
County of Gallatin }  
Filed November 22nd, 19 89  
at 3:15 P. M., and  
Recorded in book 108 of  
MISCELLANEOUS Page 3039  
Shelley M. Cheney  
County Clerk & Recorder  
By *Sandra H. Hammond*  
Deputy

Fee \$ 35.00

RT; American Land Title  
FLOOR & SITE PLANS IN DRAWER



CERTIFICATE OF ARCHITECT

The undersigned, being a duly registered architect in the State of Montana, and who prepared the floor plans for the Southbrook Condominiums, building # 10 and #11, Phase 5 herewith certifies that the floor plans for said condominium units #9-18 attached to this declaration are an accurate copy of the plans filed with and approved by the city of Bozeman and its duly authorized officers, agents and employees having jurisdiction to issue building permits.

Dated this 7<sup>th</sup> day of November, 1989.

Pauline Rogers  
REGISTERED ARCHITECT  
State of Montana, No. 891

SUPPLEMENTAL DECLARATION FOR  
SOUTHBROOK CONDOMINIUM  
FOR PHASE FIVE, PART A

By this Supplemental Declaration made this 22nd day of November, 1989, by KEN LeCLAIR aka KENNETH JAMES LeCLAIR, of Bozeman, Montana, the undersigned, amends the prior Declaration for Southbrook Condominium filed with the Clerk and Recorder of Gallatin County, Montana, on November 5, 1984, at 4:50 p.m. in Film Box 85 of Miscellaneous, page 1788, and Supplemental Declaration for Phase Two dated April 18, 1985 and filed on April 19, 1985 in Film Box 87, page 1969, and Supplemental Declaration for Phase Three filed on December 20, 1985 at 3:30 p.m. in Book 90 of Miscellaneous, page 1993, and Supplemental Declaration for Phase Four, Part A, filed August 3, 1987 at 3:00 p.m. in Book 98 of Miscellaneous, page 1293, and Supplemental Declaration for Phase Four, Part B, filed April 7, 1989 at 9:30 a.m. in Book 105 of Miscellaneous, page 2082, all according to the records of the Clerk and Recorder of Gallatin County, Montana. This amendment is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. Paragraph 1 of Article II of the Declaration is amended to read:

"Description

1. The real property which is by this Declaration submitted to the Unit Ownership Act of Montana is described in Exhibit "A" attached hereto.

The condominium consists of eighty separate units, numbered 9 through 88, consecutively, subject to the expansion provisions of paragraph IV-1 below. The provisions of this Declaration and the By-Laws shall be construed as a covenant running with the land including every unit and shall be binding upon the unit owners, their heirs, successors, personal representatives and assigns for as long as this condominium Declaration and By-Laws are in effect."

2. Paragraph 2 of Article II of the Declaration is amended to read:

"Condominium Units

2. Each unit, together with the appurtenant undivided interest in the common elements of the SOUTHBROOK CONDOMINIUM shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, revised or encumbered as a condominium unit as a fee simple interest in a parcel of real property. Each unit shall include a designated garage and storage area. The units comprising the condominium are contained in eleven buildings subject to the expansion provisions of paragraph IV-1 below."

3. Paragraph 1 of Article IV of the Declaration is amended by the substitution of a schedule of the percentage of undivided ownership of the specific units as follows:

Unit Description	Appurtenant Undivided Interest % (Percentile Interest)
9	1.2500
10	1.2500
11	1.2500
12	1.2500
13	1.2500
14	1.2500
15	1.2500
16	1.2500
17	1.2500
18	1.2500
19	1.2500
20	1.2500
21	1.2500
22	1.2500
23	1.2500
24	1.2500
25	1.2500
26	1.2500
27	1.2500
28	1.2500
29	1.2500
30	1.2500
31	1.2500
32	1.2500
33	1.2500
34	1.2500
35	1.2500
36	1.2500
37	1.2500
38	1.2500
39	1.2500
40	1.2500

Unit Description	Appurtenant Undivided Interest % (Percentile Interest)
------------------	--

41	1.2500
42	1.2500
43	1.2500
44	1.2500
45	1.2500
46	1.2500
47	1.2500
48	1.2500
49	1.2500
50	1.2500
51	1.2500
52	1.2500
53	1.2500
54	1.2500
55	1.2500
56	1.2500
57	1.2500
58	1.2500
59	1.2500
60	1.2500
61	1.2500
62	1.2500
63	1.2500
64	1.2500
65	1.2500
66	1.2500
67	1.2500
68	1.2500
69	1.2500
70	1.2500
71	1.2500
72	1.2500
73	1.2500
74	1.2500
75	1.2500
76	1.2500
77	1.2500
78	1.2500
79	1.2500
80	1.2500
81	1.2500
82	1.2500
83	1.2500
84	1.2500
85	1.2500
86	1.2500
87	1.2500
88	1.2500
	<u>100.0000*</u>

\*Subject to the expansion provisions below.

4. The last sentence of paragraph 1(e) shall be amended to

read:

"For the present, each of the existing eighty units shall have a 1/80 or 1.2500 interest in the general common elements."

5. The site plan and floor plans for the building and units are constructed are attached hereto.

6. One new building, #10, has two units, and the other new building, #11, has eight units contained therein, and both contain a crawl space. Building #10 is one story in height and Building #11 is two stories in height. The principal materials of construction are the same as listed in paragraph 3 of Article IV of the Declaration.

7. As to these ten new units, there are no changes of any limited common elements contained in the existing Declaration.

8. Except as amended as above set forth, because of the second, third and fourth phases of construction, the Declaration for SOUTHBROOK CONDOMINIUM shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the prior Declaration for Southbrook Condominium.

  
Ken LeClair

STATE OF MONTANA )  
: ss  
County of Gallatin)

On the 22<sup>nd</sup> day of November, 1989, before me, a Notary Public for the State of Montana, personally appeared KEN LeCLAIR, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

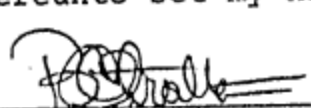
  
Notary Public for the ST of MT  
Residing at Bozeman, MT  
My commission expires: 11-12-91

EXHIBIT "A"

Lots 2 and 10 in Block 2 of University Square Subdivision 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. Subject to all easements of record. Subject to all local zoning ordinances and other restrictions of record.

AND

A tract of land in the SE 1/4 SE 1/4 of Section 11, Township 2 South, Range 5 East, M.P.M., Gallatin County, Montana, and being more particularly described by the following metes and bounds, to-wit:

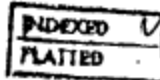
Beginning at a point which bears South 89°54'30" West along the South line of said Section 11 and North 435 feet distant from and parallel to the East line of said Section 11, a distance of 371.8 feet to the point of beginning, said North line being also the West property line of South 20th Avenue, thence continuing North a distance of 264.0 feet; thence South 89°54'30" West a distance of 825.0 feet; thence South 0°1'30" East, 60 feet distant from and parallel to the West line of the E 1/2 SE 1/4 of said Section 11, a distance of 264 feet; thence North 89°54'30" East, 371.8 feet distant from and parallel to the South line of said Section 11, a distance of 825.0 feet to the point of beginning, according to a survey recorded in Book 147 of Deeds, page 367.

SUPPLEMENTAL DECLARATION FOR

SOUTHBROOK CONDOMINIUM

PHASE FIVE, Part B

211809



State of Montana } ss.  
County of Gallatin }

Filed May 1st, 1990

at 12:06 P. M., and

Recorded in book 110 of  
MISCELLANEOUS Page 3091

Shelley M. Cheney

County Clerk & Recorder

By Sandra H. Hammond

Deputy

Fee \$ 35.00

( American Land Title )

ALT-278

CERTIFICATE OF ARCHITECT

The undersigned, being a duly registered architect in the State of Montana, and who prepared the floor plans for the Southbrook Condominiums, building #12, Phase 5, herewith certifies that the floor plans for said condominium units #1-8 attached to this declaration are an accurate copy of the plans filed with and approved by the city of Bozeman and its duly authorized officers, agents, and employees having jurisdiction to issue building permits.

Dated this 11<sup>th</sup> day of April, 1990.

Corbin Ross

REGISTERED ARCHITECT

State of Montana, No. 891



SUPPLEMENTAL DECLARATION FOR  
SOUTHBROOK CONDOMINIUM  
FOR PHASE FIVE, PART B

By this Supplemental Declaration made this 30th day of April, 1990, by KEN LeCLAIR aka KENNETH JAMES LeCLAIR, of Bozeman, Montana, the undersigned, amends the prior Declaration for Southbrook Condominium filed with the Clerk and Recorder of Gallatin County, Montana, on November 5, 1984, at 4:50 p.m. in Film Box 85 of Miscellaneous, page 1788, and Supplemental Declaration for Phase Two dated April 18, 1985 and filed on April 19, 1985 in Film Box 87, page 1969, and Supplemental Declaration for Phase Three filed on December 20, 1985 at 3:30 p.m. in Book 90 of Miscellaneous, page 1993, and Supplemental Declaration for Phase Four, Part A, filed August 3, 1987 at 3:00 p.m. in Book 98 of Miscellaneous, page 1293, and Supplemental Declaration for Phase Four, Part B, filed April 7, 1989 at 9:30 a.m. in Book 105 of Miscellaneous, page 2082, and Supplemental Declaration for Phase Five, Part A, filed November 22, 1989 at 3:15 p.m. in Film 108, page 3039, all according to the records of the Clerk and Recorder of Gallatin County, Montana. This amendment is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. Paragraph 1 of Article II of the Declaration is amended to read:

"Description

1. The real property which is by this Declaration submitted to the Unit Ownership Act of Montana is described in Exhibit "A" attached hereto.

The condominium consists of eighty-eight separate units, numbered 1 through 88, consecutively, subject to the expansion provisions of paragraph IV-1 below. The provisions of this Declaration and the By-Laws shall be construed as a covenant running with the land including every unit and shall be binding upon the unit owners, their heirs, successors, personal representatives and

assigns for as long as this condominium Declaration and By-Laws are in effect."

2. Paragraph 2 of Article II of the Declaration is amended to read:

"Condominium Units

2. Each unit, together with the appurtenant undivided interest in the common elements of the SOUTHBROOK CONDOMINIUM shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, revised or encumbered as a condominium unit as a fee simple interest in a parcel of real property. Each unit shall include a designated garage and storage area. The units comprising the condominium are contained in twelve buildings subject to the expansion provisions of paragraph IV-1 below."

3. Paragraph 1 of Article IV of the Declaration is amended by the substitution of a schedule of the percentage of undivided ownership of the specific units as follows:

Unit Description	Appurtenant Undivided Interest % (Percentile Interest)
1	1.1363
2	1.1363
3	1.1363
4	1.1363
5	1.1363
6	1.1363
7	1.1363
8	1.1363
9	1.1363
10	1.1363
11	1.1363
12	1.1363
13	1.1363
14	1.1363
15	1.1363
16	1.1363
17	1.1363
18	1.1363
19	1.1363
20	1.1363
21	1.1363
22	1.1363
23	1.1363
24	1.1363
25	1.1363
26	1.1363
27	1.1363
28	1.1363
29	1.1363
30	1.1363
31	1.1363
32	1.1363

Unit Description	Appurtenant Undivided Interest % (Percentile Interest)
33	1.1363
34	1.1363
35	1.1363
36	1.1363
37	1.1363
38	1.1363
39	1.1363
40	1.1363
41	1.1363
42	1.1363
43	1.1363
44	1.1363
45	1.1363
46	1.1363
47	1.1363
48	1.1363
49	1.1363
50	1.1363
51	1.1363
52	1.1363
53	1.1363
54	1.1363
55	1.1363
56	1.1363
57	1.1363
58	1.1363
59	1.1363
60	1.1363
61	1.1363
62	1.1363
63	1.1363
64	1.1363
65	1.1363
66	1.1363
67	1.1363
68	1.1363
69	1.1363
70	1.1363
71	1.1363
72	1.1363
73	1.1363
74	1.1363
75	1.1363
76	1.1363
77	1.1363
78	1.1363
79	1.1363
80	1.1363
81	1.1363
82	1.1363
83	1.1363
84	1.1363
85	1.1363
86	1.1363
87	1.1363
88	1.1363
	99.9944

4. The last sentence of paragraph 1(e) shall be amended to read:

"Each of the existing eighty-eight units shall have a 1/88 or 1.1363 interest in the general common elements as the initial development plan has been completed."

5. The site plan and floor plans for the building and units are constructed are attached hereto.

6. The new building, #12, has eight units contained therein, and contains a crawl space. Building #12 is two stories in height. The principal materials of construction are the same as listed in paragraph 3 of Article IV of the Declaration.

7. As to these eight new units, there are no changes of any limited common elements contained in the existing Declaration.

8. Except as amended as above set forth, because of the second, third and fourth phases of construction, the Declaration for SOUTHBROOK CONDOMINIUM shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the prior Declaration for Southbrook Condominium.

  
Ken LeClair

STATE OF MONTANA )  
: ss  
County of Gallatin)

On the 30th day of April, 1990, before me, a Notary Public for the State of Montana, personally appeared KEN LeCLAIR, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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


  
Notary Public for the ST of MT  
Residing at Bozeman, MT  
My commission expires: 11-2-91

EXHIBIT "A"

Lots 2 and 10 in Block 2 of University Square Subdivision 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. Subject to all easements of record. Subject to all local zoning ordinances and other restrictions of record.

AND

A tract of land in the SE 1/4 SE 1/4 of Section 11, Township 2 South, Range 5 East, M.P.M., Gallatin County, Montana, and being more particularly described by the following metes and bounds, to-wit:

Beginning at a point which bears South  $89^{\circ}54'30''$  West along the South line of said Section 11 and North 435 feet distant from and parallel to the East line of said Section 11, a distance of 371.8 feet to the point of beginning, said North line being also the West property line of South 20th Avenue, thence continuing North a distance of 264.0 feet; thence South  $89^{\circ}54'30''$  West a distance of 825.0 feet; thence South  $0^{\circ}1'30''$  East, 60 feet distant from and parallel to the West line of the E 1/2 SE 1/4 of said Section 11, a distance of 264 feet; thence North  $89^{\circ}54'30''$  East, 371.8 feet distant from and parallel to the South line of said Section 11, a distance of 825.0 feet to the point of beginning, according to a survey recorded in Book 147 of Deeds, page 367.

AMENDMENT OF BY-LAWS  
OF SOUTHBROOK CONDOMINIUM

The following covenant was duly approved by the necessary vote of unit owners of Southbrook Condominium Homeowner's Association at its meeting held on August 8, 1995:

"At such meeting the amendment shall be approved by receiving the favorable vote of sixty-six and two-thirds (66 2/3%) of the total percentile vote of the Unit Owners."

The covenant shall become an addition to the By-Laws.

The Declaration and By-Laws are recorded at Film 85, Pages 1788-1836, records of Gallatin County Clerk and Recorder.

Submitted by: Lindsey B. Zent  
Association President

Beverly Wallace  
Association Secretary

Signed:

Date:

October 4, 1995

State of Montana

County of Gallatin

On this 4<sup>th</sup> day of October, 1995, before me, a Notary Public for the State of Montana, personally appeared Lindsey B. Zent and Beverly Wallace personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



Myra D. Chaak  
Notary Public for the State of MT  
Residing at Bozeman  
My commission expires Sept. 15, 1998

INDEXED  
PLATTED

312753

State of Mont., County of Gallatin. ss Filed for record OCTOBER 4, 1995  
at 12:02 P.M., and recorded in Book 157 of MISCELLANEOUS page 58  
Shelley M. Cheney Recorder. By Mary Tammings Deputy

FEE: \$6.00 PD

RT: LINDSEY ZENT

2200 W DICKERSON #32  
BOZEMAN, MT 59715

SOUTHBROOK CONDO ASSOCIATION  
2200 W. DICKERSON, BOZEMAN, MONTANA

BY-LAW AMENDMENT AND ADDITION TO COVENANTS

The following amendment to the Association By-laws was approved by the necessary vote at the Southbrook Condo Association meeting held on May 16, 2005:

Section XI, Article c, as recorded with the Gallatin County Clerk and Recorder in Film 85, Page 1834 is revised to read:

c) **Financial Review.** A financial review of the accounts of the Association shall be made annually by a certified public accountant and a copy of the financial review shall be furnished to the Board of Directors not later than March 1<sup>st</sup> of each year for which the financial review is made.

The manager shall generally operate and manage the condominium for and on behalf of the Unit Owners and shall have such other powers and authority as the Board may delegate.

The following addition to the Association Covenants as recorded with the Gallatin County Clerk and Recorder in Film 85, Pages 1788-1836 was approved by the necessary vote at the Southbrook Condo Association meeting held on May 16, 2005:

**Violation of By-laws and/or Policies:** Unit owners in violation of Southbrook Condo Association By-laws and Policies can have fines levied against them by the Board of Directors. A first-time violator will receive a written notice of the violation. The second offense would result in a fine of \$50, the third \$75 and the fourth \$100. Fines not paid within 90 days of assessment would result in a lien being placed on that unit. Unit owners are responsible for violations by their renters.

Submitted by: Jerrold K. Fries, President, Southbrook Association Board of Directors

Signed:

Date: May 20, 2005

*Jerrold K. Fries*

State of Montana, Gallatin County

On this 20<sup>th</sup> day of May, 2005, before me, a Notary Public for the State of Montana, personally appeared Jerrold K. Fries, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



*Denise Stahl*

Notary Public for the State of Montana

Residing at Bozeman

My commission expires August 24, 2008

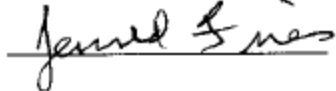
**SOUTHBROOK CONDOMINIUM HOMEOWNERS ASSOCIATION**  
**2200 W. Dickerson-83, Bozeman, MT 59718**

The following amendment to the covenants of the Southbrook Condo Association are submitted to the Gallatin County Clerk and Recorder for inclusion in covenants previously recorded in: FILM 85, PAGES 1788-1836 and FILM 103, PAGE 1573.

**Association fees are \$100 per month, due the first of each month and are considered delinquent after the 10<sup>th</sup> of each month effective June 1, 2006. Delinquent fees are subject to an immediate fine of \$5.00 plus an additional assessment of \$1.00 per day for each day of delinquency. An additional \$100 fee is assessed for the month of entrance into the Association; this fee is refundable when the unit is sold.**

This amendment to the covenants was duly approved at a regular meeting of the Association on April 30, 2006.

Submitted by: Jerrold Fries, President

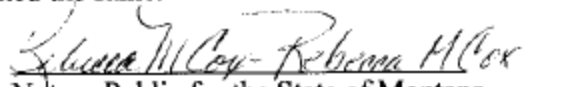


Date: May 9, 2006

State of Montana, Gallatin County

On this 9<sup>th</sup> day of May 2006, before me, a Notary Public for the State of Montana, personally appeared Jerrold Fries, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



  
Notary Public for the State of Montana  
Residing at Bozeman  
My commission expires May 26, 2010



Shelley Vance-Gallatin Co MT MISC

11.00

**2227540**

Page: 1 of 1  
05/10/2006 02:21P



RETURN TO: SOUTHBROOK CONDOMINIUM HOMEOWNERS ASSOCIATION  
2200 W. Dickerson-83, Bozeman, MT 59718

The following amendment to the covenants of the Southbrook Condo Association are submitted to the Gallatin County Clerk and Recorder for inclusion in covenants previously recorded in: FILM 85, PAGES 1788-1836 and FILM 103, PAGE 1573.

Association fees are \$100 per month, due the first of each month and are considered delinquent after the 15<sup>th</sup> of each month effective January 1, 2007. Delinquent fees shall be assessed a penalty of \$25 for each month of delinquency. Upon 90 days of delinquency of these monthly fees, a lien shall be filed against that unit. Hardship cases may apply to the Board of Directors for consideration of leniency on an individual basis. An additional \$100 fee is assessed for the month of entrance into the Association; this fee is refundable when the unit is sold.

This amendment to the covenants was duly approved at a regular meeting of the Association on November 12, 2006.

Submitted by: Jerrold Fries, President

*Jerrold Fries*

Date: December 1, 2006

State of Montana, Gallatin County

On this 1st day of December 2006, before me, a Notary Public for the State of Montana, personally appeared Jerrold Fries, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



*Rebecca M. Cox*  
Notary Public for the State of Montana  
Residing at Bozeman  
My commission expires *May 26, 2010*

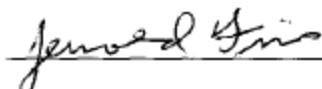
Return to: **SOUTHBROOK CONDOMINIUM ASSOCIATION**  
**2200 W. Dickerson-83**  
**Bozeman, MT 59718**

The following amendment to the covenants of the Southbrook Condo Association are submitted to the Gallatin County Clerk and Recorder for inclusion in covenants previously recorded in: FILM 85, PAGES 1788-1836, FILM 103, PAGE 1573 and Document #2249872.

**Association fees are \$120 per month, due the first of each month and are considered delinquent after the 15<sup>th</sup> of each month effective January 1, 2008. Delinquent fees shall be assessed a penalty of \$25 for each month of delinquency. Upon 90 days of delinquency of these monthly fees, a lien shall be filed against that unit. Hardship cases may apply to the Board of Directors for consideration of leniency on an individual basis. An additional \$120 fee is assessed for the month of entrance into the Association; this fee is refundable when the unit is sold.**

This amendment to the covenants was duly approved at a regular meeting of the Association on October 28, 2007 and becomes effective January 1, 2008.

Submitted by: Jerrold Fries, President



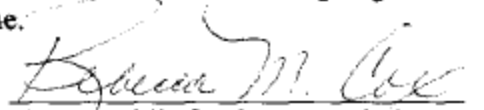
Date: December 10, 2007

State of Montana, Gallatin County

On this 10<sup>th</sup> day of December 2007, before me, a Notary Public for the State of Montana, personally appeared Jerrold Fries, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



Rebecca M. Cox  
Notary Public  
for the State of Montana  
Residing at:  
Bozeman, Montana  
My Commission Expires:  
May 26, 2010



Notary Public for the State of Montana  
Residing at Bozeman  
My commission expires \_\_\_\_\_



**2286657**

Page: 1 of 1  
12/12/2007 12:36P

Charlotte Mills-Gallatin Co NTMISC 7.00

Return to: SOUTHBROOK CONDOMINIUM ASSOCIATION  
2200 W. Dickerson-83  
Bozeman, MT 59718

This is an amendment to the covenants of the Southbrook Condo Association previously submitted to and recorded by the Gallatin County Clerk and Recorder in: FILM 103, PAGE 1573, Document #190507. The following amendment will replace that section of Document #190507 pertaining to pets:

**No more than two pets shall be permitted per unit. "Pets" are hereby defined as cats or dogs. Dogs must be on leash at all times they are outside of an owner's unit. Owners must pick up dog feces promptly and repeated urination in the same spots causing damage to lawns and shrubs is not allowed. Pets making disturbing noises or displaying aggressive behavior are not allowed. All cats must wear bells or other devices to minimize predation to wildlife at all times they are outside of an owner's unit. Pets may only be tethered to the owner's patio.**

This amendment to the covenants was duly approved at a regular meeting of the Association on May 17, 2009.

Submitted by: Jerrold Fries, President

Whitney Prosor, Secretary

Date: May 21, 2009

State of Montana, Gallatin County

On this 22 day of May 2009, before me, a Notary Public for the State of Montana, personally appeared Jerrold Fries and Whitney Prosor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.



Rebecca M. Cox  
Notary Public  
for the State of Montana  
Residing at:  
Bozeman, Montana  
My Commission Expires:  
May 26, 2010

*Rebecca M. Cox*  
Notary Public for the State of Montana  
Residing at Bozeman  
My commission expires \_\_\_\_\_

2331223

Page: 1 of 1 05/26/2009 02:34:54 PM Fee: \$7.00  
Charlotte Mills - Gallatin County, MT MISC



2361577

Page: 1 of 2 05/21/2010 12:46:35 PM Fee: \$14.00  
Charlotte Mills - Gallatin County, MT MISC



**Return to: SOUTHBROOK CONDOMINIUM ASSOCIATION**  
**2200 W. Dickerson-83**  
**Bozeman, MT 59718**

This is an amendment to the By-laws of the Southbrook Condo Association previously submitted to and recorded by the Gallatin County Clerk and Recorder in: FILM 85, PAGE 1826-1836.

**No Southbrook Condominium unit will be rented, leased or otherwise occupied unless and until the Association's "Unit Rental Agreement" has been signed by the prospective tenant(s)/occupant(s). All residents of Southbrook who are not the owner of record must abide by this policy. It is the sole responsibility of the unit owner to obtain these signatures and submit the executed document to the Board of Directors before occupancy. Failure to comply with this provision shall be sufficient cause for the Association's Board of Directors to levy fines against unit owners according to the By-law Violation Policy (Document #2188220). Unit owners are liable for fines levied due to By-laws/Policies violations by tenants/occupants of their unit(s).**

This amendment to the By-laws was duly approved at a regular meeting of the Association on May 16, 2010.

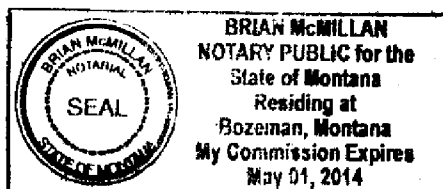
Submitted by: Jerrold Fries, President


Kevin Bute, Secretary

Date: May 21, 2009

State of Montana, Gallatin County

On this 21st day of May 2010, before me, a Notary Public for the State of Montana, personally appeared Jerrold Fries and Kevin Bute, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.



  
Notary Public for the State of Montana  
Residing at Bozeman  
My commission expires \_\_\_\_\_

## STATEMENT OF POLICY ON SOUTHBROOK CONDO UNIT RENTAL

No Southbrook Condominium unit will be rented, leased or otherwise occupied unless and until the Association's "Unit Rental Agreement" has been signed by the prospective tenant(s)/occupant(s). All residents of Southbrook who are not the owner of record must abide by this policy. It is the sole responsibility of the unit owner to obtain these signatures and submit the executed document to the Board of Directors before occupancy. Failure to comply with this provision shall be sufficient cause for the Association's Board of Directors to levy fines against unit owners according to the By-law Violation Policy (Document #2188220). Unit owners are liable for fines levied due to By-laws/Policies violations by tenants/occupants of their unit(s).

.....

### SOUTHBROOK CONDOMINIUM OWNER'S ASSOCIATION UNIT RENTAL AGREEMENT FOR UNIT # \_\_\_\_\_

I have read the By-Laws and Policies (Condensed) of the Southbrook Condominium Association and agree to abide by all provisions contained therein.

Tenant's Signature	Printed Name	Phone		Date
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Tenant's Signature	Printed Name	Phone		Date
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Owner's Signature	Printed Name	Phone		Date
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05/17/2010

2375156

Page: 1 of 1 11/12/2010 01:13:39 PM Fee: \$7.00  
Charlotte Mills - Gallatin County, MT MISC



**Return to: SOUTHBROOK CONDOMINIUM ASSOCIATION  
2200 W. Dickerson-83  
Bozeman, MT 59718**

The following amendment to the covenants of the Southbrook Condo Association are submitted to the Gallatin County Clerk and Recorder for inclusion in covenants previously recorded in: FILM 85, PAGES 1788-1836, FILM 103, PAGE 1573 and Document #2286657.

**Association fees are \$100 per month, due the first of each month and are considered delinquent after the 15<sup>th</sup> of each month effective January 1, 2011. Delinquent fees shall be assessed a penalty of \$25 for each month of delinquency. Upon 90 days of delinquency of these monthly fees, a lien shall be filed against that unit. Hardship cases may apply to the Board of Directors for consideration of leniency on an individual basis. An additional \$100 fee is assessed for the month of entrance into the Association; this fee is refundable when the unit is sold.**

This amendment to the covenants was duly approved at a regular meeting of the Association on November 7, 2010 and becomes effective January 1, 2011.

Submitted by: Jerrold Fries, President, Southbrook Condo Assoc.

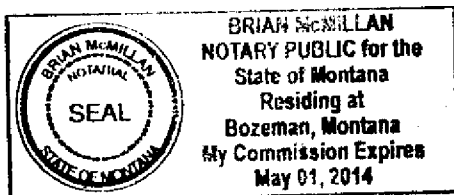
\*\*Kevin Bute, Secretary, Southbrook Condo Assoc.

State of Montana, Gallatin County

On this 12<sup>th</sup> day of November 2010, before me, a Notary Public for the State of Montana, personally appeared Jerrold Fries and Kevin Bute, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

State of Montana  
County of Gallatin

Brian McMillan  
Notary Public for the State of Montana  
Residing at Bozeman, MT  
My commission expires May 01, 2014



2375157

Page: 1 of 1 11/12/2010 01:13:39 PM Fee: \$7.00  
Charlotte Mills - Gallatin County, MT MISC



Return to: SOUTHBROOK CONDOMINIUM ASSOCIATION  
2200 W. Dickerson-83  
Bozeman, MT 59718

This is an amendment to the By-laws of the Southbrook Condo Association previously submitted to and recorded by the Gallatin County Clerk and Recorder in: FILM 85, PAGE 1826-1836.

Charcoal-fired grills, portable fire pits or similar devices used for cooking, heating or any other purpose are not to be used at Southbrook. Gas-fired grills and electric grills are allowed. A fire extinguisher must be on hand during grill use. Grills must not be left unattended while in operation.

This amendment to the By-laws was duly approved at a regular meeting of the Association on November 7, 2010.

Submitted by: \*Jerrold Fries, President, Southbrook Condo Assoc.

\*Kevin Bute, Secretary, Southbrook Condo Assoc.

State of Montana, Gallatin County

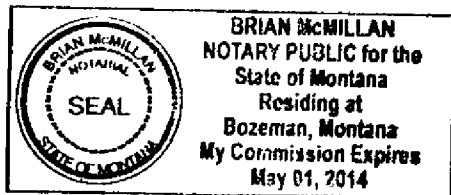
On this 12th day of November 2010, before me, a Notary Public for the State of Montana, personally appeared \*Jerrold Fries and \*Kevin Bute, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

State of Montana  
County of Gallatin

Brian McMillan  
Notary Public for the State of Montana

Residing at Bozeman, MT

My commission expires May 01, 2014



2398363

Page: 1 of 1 10/05/2011 11:15:52 AM Fee: \$17.00  
Charlotte Mills - Gallatin County, MT MISC

**SOUTHBROOK CONDO ASSOCIATION  
2200 W. DICKERSON #83, BOZEMAN, MONTANA**

**BY-LAW AMENDMENTS**

The following amendments to the Association By-laws was approved by the necessary vote of the Southbrook Condo Association held by United States Postal Mail during the month of August, 2011:

Section XI, Article c, as recorded with the Gallatin County Clerk and Recorder in Film 85, Page 1788 is revised to read:

***No more than two vehicles per unit are to be parked in the complex. Units with two vehicles are required to park at least one vehicle in their garage or on the pad in front of the garage. Motorcycles and motor scooters are considered vehicles and may be allowed as a third vehicle per unit as long as they are parked in the garage. Only vehicles owned by residents are to be parked in the complex on a regular basis. Disabled vehicles (flat tires, wrecks, etc.) may only be parked in the complex for a period not to exceed 48 hours. No curbside parking is allowed. Recreational vehicles (motor homes, boats, trailers) may be parked in the complex for a period not to exceed 48 hours. Bicycles are to be stored in garages and are not allowed on decks, landings, stairways or other common areas. All motorized vehicles owned by Southbrook residents must be registered with the Board of Directors.***

The following addition to the Association Covenants as recorded with the Gallatin County Clerk and Recorder in Film 85, Pages 1788 was approved by the necessary vote of the Southbrook Condo Association held by United States Postal Mail during August, 2011:

***Article VII: Officers of the Board of Directors "...who shall all serve for a term of two (2) years..."***

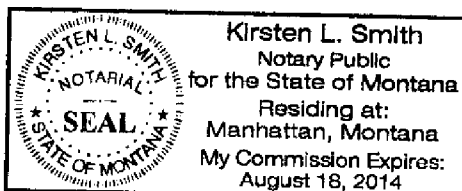
Submitted by: Kevin Bute, Secretary, Southbrook Association Board of Directors

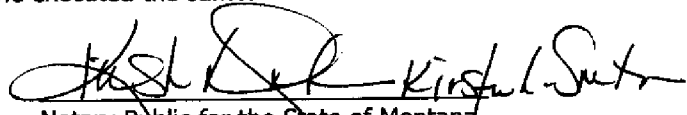
Signed: 

Date: October 3, 2011

State of Montana, Gallatin County

On this 3 day of October, 2011, before me, a Notary Public for the State of Montana, personally appeared Kevin Bute, Secretary, Southbrook Association Board of Directors personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



  
Notary Public for the State of Montana  
Residing at Manhattan  
My commission expires August 18, 2014



✓  
**2407128**

Page: 1 of 1 01/31/2012 11:51:36 AM Fee: \$7.00  
Charlotte Mills - Gallatin County, MT MISC



**Return to:**  
**SOUTHBROOK CONDO ASSOCIATION**  
**2200 W. DICKERSON #83,**  
**BOZEMAN, MT 59718**

**BY-LAW AMENDMENT**

The following amendment to the Association By-laws was approved by the necessary vote of the Southbrook Condo Association held on November 9, 2011 at the meeting room of the Gallatin County Detention Center:

Section XI, Article c, as recorded with the Gallatin County Clerk and Recorder in Film 85, Page 1788 is revised to read:

*Charcoal-fired grills, portable fire pits or similar devices used for cooking, heating, or any other purpose are not to be used, kept or displayed on decks or patios at Southbrook. Gas-fired grills and electric grills are allowed. A fire extinguisher must be on hand during grill use. Grills must not be left unattended while in operation.*

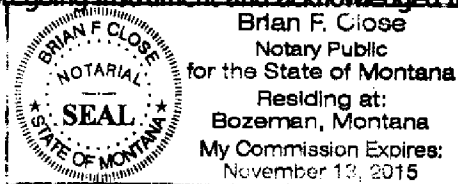
Submitted by: Jon Shafer, Secretary, Southbrook Association Board of Directors


Signed: 

Date: January 30, 2012

State of Montana, Gallatin County

On this 30 day of January, 2012, before me, a Notary Public for the State of Montana, personally appeared Jon Shafer, Secretary, Southbrook Association Board of Directors personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



  
Notary Public for the State of Montana  
Residing at Bozeman, MT  
My commission expires 11/13/2015

Return to:  
**SOUTHBROOK CONDO ASSOCIATION**  
**2200 W. DICKERSON #83,**  
**BOZEMAN, MT 59718**

✓  
**2439308**

Page: 1 of 1 01/31/2013 02:54:15 PM Fee: \$17.00  
Charlotte Mills - Gallatin County, MT MISC

**BY-LAW AMENDMENT**

The following amendment to the Association By-laws was approved by the necessary vote of the Southbrook Condo Association held on December 5, 2012 at the meeting room of the Gallatin County Detention Center:

Section XI, Article c, as recorded with the Gallatin County Clerk and Recorder in Film 85, Page 1788 is revised to read:

*The Southbrook Board of Directors (BOD) recognizes that the U.S. EPA has recommended mitigating radon levels when they exceed 4.0 picocuries/liter of air (pCi/L) in an occupied space. Montana tends to have naturally high radon levels existing in the topsoil and there have been cases at Southbrook where the radon levels have exceeded the EPA guidelines. Some unit owners may have a personal concern about the radon exposure in there unit and may wish to take action to test the radon level and reduce it.*

*At this time there are no mandatory levels at which mitigation is required, by the U.S. EPA. The Southbrook BOD however, will not withhold permission to mitigate radon levels when a unit owner wishes to do so but will not be participating in the cost of radon gas mitigation.*

*As it relates to The Southbrook Condominium Association involvement, the Southbrook BOD will only need to be contacted to approve the equipment location of the mitigation system prior to installation since it would affect the exterior appearance or structural components of the building. The testing or the mitigation contractor will not be mandated by the Southbrook Condominium Association or the Southbrook BOD in any way. Requests for approval of radon mitigation plans and specifications shall be submitted to the Southbrook Condominium Association, through the onsite resident manager.*

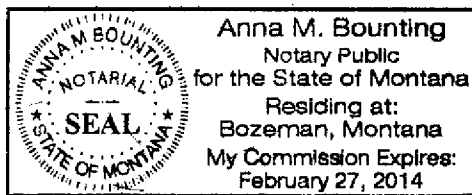
Submitted by: Jon Shafer, Secretary, Southbrook Association Board of Directors

Signed:

Date: January 29, 2013

State of Montana, Gallatin County

On this 29 day of January, 2013, before me, a Notary Public for the State of Montana, personally appeared Jon Shafer, Secretary, Southbrook Association Board of Directors personally known to me or to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



Notary Public for the State of Montana  
Residing at Bozeman, MT  
My commission expires February 27, 2014

2479086

Page: 1 of 2 04/22/2014 01:22:58 PM  
Charlotte Mills - Gallatin County, MT

Fee: \$14.00  
MISC



✓ FILED *pp*

SOUTHBROOK CONDO ASSOCIATION

2200 WEST DICKERSON #83, BOZEMAN, MT 59718

BY-LAW AMENDMENTS

The following amendments to the Association By-Laws were approved by the necessary vote of the Southbrook Condo Association held on February 3, 2014:

Section XI, Article c, as recorded with the Gallatin County Clerk and Recorder in Film 85, Page 1788 is revised to read:

*Association fees are \$125.00 per month, due the first of each month and are considered delinquent after the 15<sup>th</sup> of each month effective March 1, 2014. Delinquent fees shall be assessed a penalty of \$25.00 for each month of delinquency. Upon 90 days of delinquency of these monthly fees, a lien shall be filed against that unit. Hardship cases may apply to the Board of Directors for consideration of leniency on an individual basis. An additional \$100.00 fee is assessed for the month of entrance into the Association; this fee is refundable when the unit is sold.*

*Association special assessment fees are \$25.00 per month, due the first of each month and are considered delinquent after the 15<sup>th</sup> of each month effective, June 1, 2014. Delinquent fees shall be assessed a penalty of \$25.00 for each month of delinquency. Upon 90 days of delinquency of these monthly fees, a lien shall be filed against that unit. Hardship cases may apply to the Board of Directors for consideration of leniency on an individual basis.*

**2496431**Page: 1 of 2 11/05/2014 01:23:11 PM Fee: \$14.00  
Charlotte Mills - Gallatin County, MT MISC

SOUTHBROOK CONDO ASSOCIATION

2200 WEST DICKERSON #83, BOZEMAN, MT 59718

## BY-LAW AMENDMENTS

The following amendment to the Association By-Laws were approved by the necessary vote of the Southbrook Condo Association held on September 29, 2014:

Section XI, Article c, as recorded with the Gallatin County Clerk and Recorder in Film 85, Page 1788 is revised to read:

*No more than thirty-five percent (35%) of the units of Southbrook Condominium Association may be leased at any given time to a Third Party. Any Owner engaged in leasing or subleasing activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities until said Unit is sold or conveyed to a Third Party. Any Unit Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Unit, notify any potential buyer or person taking title that no more than thirty-five percent (35%) of the Units of Southbrook Condominium Association may be leased at any given time to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declarations. All lease agreements must be submitted to the Board of Directors prior to execution by the Owner. Owners shall also submit a "Unit Rental Agreement" to the Board of Directors for each tenant/lease (Document # 2361577) no less than thirty (30) days prior to executing or extending a lease. Additionally, if an Owner fails to provide the "Unit Rental Agreement" to the Board of Directors as outlined above, the Board may impose reasonable monetary penalties according to the By-Law Violation Policy (Document #2188220).*

*No owner may lease a Unit for fewer than twelve (12) months.*

*Owners may apply for a hearing before the Board for temporary or special variances in case of hardship. Permission to lease will be granted at the sole discretion of the Board of Directors.*

Submitted by: Kevin Bute, Chairman,  
Southbrook Association Board of Directors.

Date



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2496432

Page: 1 of 1 11/05/2014 01:23:11 PM Fee: \$7.00  
Charlotte Mills - Gallatin County, MT MISC



SOUTHBROOK CONDO ASSOCIATION

2200 WEST DICKERSON #83, BOZEMAN, MT 59718

BY-LAW AMENDMENTS

The following amendment to the Association By-Laws were approved by the necessary vote of the Southbrook Condo Association held on June 16, 2014:

Section XI, Article c, as recorded with the Gallatin County Clerk and Recorder in Film 85, Page 1788 is revised to read: *Violation of By-laws and/or Policies: Unit owners in violation of Southbrook Condo Association By-laws and Policies can have fines levied against them by the Board of Directors. A first time violator will receive written notice of the violation. The second offense will result in a fine of \$50, the third \$75, the fourth \$100, and so forth. Fines not paid within 90 days of assessment will result in a lien being placed on the unit. Unit owners are responsible for violations incurred by their renters at a rate 50% higher (\$75, \$112.5, \$150, and so forth).*

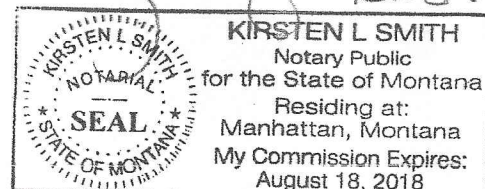
Submitted by: Kevin Bute, Chairman,  
Southbrook Association Board of Directors.

Date

Nov. 4, 2014

State of Montana, Gallatin County

On this 4 day of November, 2014, a Notary Public for the State of Montana, personally appeared Kevin Bute, Chairman, Southbrook Condo Association, Board of Directors (personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



2539215

Page: 1 of 1 03/04/2016 03:03:39 PM Fee: \$7.00  
Charlotte Mills - Gallatin County, MT MISC

PLATTED

SOUTHBROOK CONDO ASSOCIATION

2200 WEST DICKERSON #83, BOZEMAN, MT 59718

BY-LAW AMENDMENTS

The following amendments to the Association By-Laws were approved by the necessary vote of the Southbrook Condo Association held on November 12, 2015:

Section XI, Article c, as recorded with the Gallatin County Clerk and Recorder in Film 85, Page 1788 is revised to read:

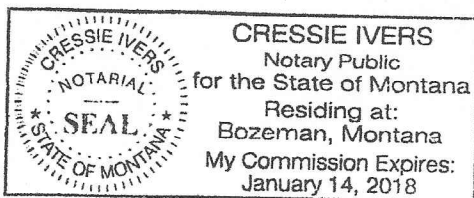
*Action by written ballot: A. unless prohibited or limited by the Covenants, Declarations or Bylaws, any action that the Association may take at any Bi-Annual or Special Meeting of members may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter. B. A written ballot shall: 1. Set forth each proposed action. 2. Provide an opportunity to vote for or against each proposed action. C. Approval by written ballot pursuant to this section is valid only if both: 1. The number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action. 2. The number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. D. All solicitations for votes by written ballot shall: 1. Indicate the number of responses needed to meet the quorum requirements. 2. State the percentage of approvals necessary to approve each matter other than election of directors. 3. Specify the time by which a ballot must be delivered to the Association in order to be counted E. Except as otherwise provided in the covenants, declarations and bylaws, a written ballot shall not be revoked.*

Submitted by: Kevin Bute, Chairman, Southbrook Association Board of Directors.

Date 3/1/2016

State of Montana, Gallatin County

On this 1st day of March 2016, a Notary Public for the State of Montana, personally appeared Kevin Bute, Chairman Southbrook Association, Board of Directors (personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



CRESSIE IVERS  
Notary Public  
for the State of Montana  
Residing at:  
Bozeman, Montana  
My Commission Expires:  
January 14, 2018

*Cressie Ivers*