

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
NORTH MEADOWS SUBDIVISION

This Declaration of Protective Covenants and Restrictions for NORTH MEADOWS SUBDIVISION is made this 15th day of August, 1997, by Sunrise Development, L.L.C., of 45 West Kagy, Bozeman, Montana 59715, hereinafter referred to as "Declarant".

RECITALS

1. Declarant is the owner of the following described property situated in Gallatin County, Montana:

A tract of land previously described in a warranty deed recorded in Film 98, Page 1792, records of Gallatin County, Montana, which tract is located in the NW $\frac{1}{4}$ of Section 11, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana and being more particularly described as follows:

Commencing at the northwest corner of Section 11, thence North 89°28'11" East along the north line of Section 11, a distance of 1328.21 feet to the point of beginning; thence continuing along the north line of Section 11, North 89°28'11" East, a distance of 587.10 feet; thence South 00°34'10" West, along the west line of Greenway Subdivision, a distance of 1334.13 feet; thence South 89°25'17" West along the north line of Westgate Subdivision, a distance of 173.83 feet; thence South 89°25'17" West, along the north line of Willow Subdivision, a distance of 330.01 feet; thence South 89°25'17" West a distance of 311.39 feet; thence North 00°33'00" East, a distance of 1002.97 feet; thence North 89°24'11" East, a distance of 228.59 feet; thence North 00°32'47" East, a distance of 331.57 feet to the point of beginning.

2. Declarant intends to sell, dispose of, divide into lots, and convey the real property above described, hereinafter to be known as North Meadows Subdivision.

3. Declarant desires to subject all of the real property described above and the lots thereof to protective and restrictive covenants, conditions, restrictions, and reservations herein set forth and referred to as "covenants," each and all of which shall be for the benefit of the property and lots and the owners thereof, and shall run with the land, applying to and binding the present owners and all future owners and successors in interest.

NOW THEREFORE, Declarant does hereby establish, dedicate, publish, and impose upon the premises, the following protective and restrictive covenants which shall run with the land and shall be

binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors, and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the premises, and all improvements placed or erected thereon, unless otherwise specifically excepted herein, and these covenants shall inure to and pass with each and every parcel, tract, lot or division. These covenants are as follows:

ARTICLE I
DEFINITIONS

1.1: "Association" shall mean North Meadows Subdivision Homeowners' Association, its successors and assigns. The Association may be incorporated as a Montana non-profit corporation with its members as the lot owners.

1.2: "DRC" shall mean Design Review Committee for North Meadows Subdivision.

1.3: "Member" shall mean any person or entity owning or purchasing a real property interest in North Meadows Subdivision, regardless of whether such interest consists of a lot, apartment complex or condominium unit. Each such owner shall be a member of the Association and agrees to abide by and be bound by these covenants, and the Articles of Incorporation, By-Laws, and Resolutions of the Association, if any.

1.4 "Property" and "Lot" shall mean all of the real property described and platted as North Meadows Subdivision, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Gallatin County, Montana.

1.5: "Directors" shall mean the Directors of the North Meadows Homeowner's Association, which shall not be less than three nor more than seven members. Directors shall be elected on an annual basis by the Members, for two year terms, which may be staggered at the discretion of the Members. The Directors shall act on all matters and shall have such powers as shall be reasonably necessary to carry out the purpose of the Association. The Directors shall act by majority vote.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

2.1: Each lot owner, or condominium owner, including contract purchasers, shall automatically be a member of the Association, and the membership in the Association shall be appurtenant to each lot or condominium unit. Votes shall be allocated as follows:

a) For each lot within the subdivision, there shall be one vote, regardless of whether a structure is erected on such lot, and regardless of the nature of the structure. For instance, lots with single family houses, lots with commercial buildings and lots with condominium units will all be entitled to one vote each.

b) Each living unit located upon a lot will be entitled to an additional vote, regardless of whether such unit is a single family house, apartment or a condominium unit. As an example, if a twelve unit condominium or apartment is located upon a lot, there shall be one vote for the lot, and an additional twelve votes for the condominium or apartment units.

c) Each commercial building shall be entitled to one additional vote for each 1000 square feet (fractions of 1000 square feet shall be disregarded) of space within the building. For instance, if a private school is erected upon a lot and such school contains 4800 square feet of space, the owner of that school shall be entitled to one vote for the lot and an additional 4 votes for the 4800 square feet of space within the building.

2.2: In the event of ownership by more than one person or entity, the owners shall designate one person to be the agent for receiving notices hereunder, and for the purpose of voting. In the case of a condominium or apartment building, such action shall be taken by the condominium association or owner of apartment building. Each owner shall be responsible for advising the Association in writing of their current address and the person designated to vote. The Association shall be deemed to have complied with notice requirements and these covenants by mailing notice to the address of the designated owner which is on file in writing with the Association.

ARTICLE III MAINTENANCE ASSESSMENTS

3.1: Creation of the Lien and Personal Obligation of Assessments:
The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all annual assessments or charges or special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

3.2: Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision and

for the improvement, repair, and maintenance of park and storm water control area, in cooperation with adjoining property owners, if required by Montana law, and to promote the enjoyment and living of the members of the Association.

3.3: Annual Assessments: The amount of the annual assessments shall be fixed by the Board of Directors of the Association and no annual assessments shall be made until the election to do so is made by the Board of Directors. The maximum assessment per lot which may be made by the Association in every calendar year shall not substantially exceed the actual and reasonable cost incurred by the Association in carrying out the purposes herein set forth.

3.4: Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, and other capital improvements on the properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-six and two thirds percent (66 2/3%) or more of all of the votes of membership who are present in person or by proxy at a meeting duly called for this purpose.

3.5: Notice and Quorum of any Action Authorized Under Sections 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under these covenants shall be sent to all members not less than fifteen (15) days nor more than forty (40) days in advance of the meeting. At the first such meeting called for a particular purpose, the presence of members or proxies entitled to cast fifty percent (50%) of all the votes of members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

3.6: Uniform Rate of Assessments: Both annual and special assessments for the members must be fixed on the same basis, unless another basis shall be determined by the Board of Directors of the Association, utilizing objective criteria to establish the alternate basis.

- a). Assessments will be charged to each member on a pro-rated basis, based on the number of votes held by the respective members.

3.7: Date of Commencement of Annual Assessments--Due Date: Except as herein provided, the annual and special assessments shall commence as to all lots on the date determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of the due date of each annual assessment and ninety (90) days in advance of a special assessment. Written notice of the annual assessments

shall be sent to each owner or member subject thereto. The due date of the annual assessments shall be established by the Board of Directors.

3.8: Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the past due date at the rate of twelve percent (12%) per annum. Any past due assessment on any lot may be recorded at the office of the Clerk and Recorder of Gallatin County, Montana and, from the date of recording, shall be notice of the lien of the assessment to all third parties. The Association may bring an action at law against the owners personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of the lot.

3.9: Sale or Transfer of a Lot: Sale or transfer or encumbrance of any lot shall not affect the assessment lien if recorded in the records of Gallatin County, or the personal liability of the owner, except to the extent extinguished by Montana law pertaining to liens, mortgages and trust indentures. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such lot from the liability for any outstanding assessments or from any assessments thereafter becoming due or from the recorded lien thereof.

3.10: Assessments shall only be levied against those lots which are developed. "Developed" shall mean lots upon which a permanent structure is located.

ARTICLE IV
ARCHITECTURAL CONTROL

4.1: Submission of Plans Before Construction: No residence, fence, wall, garage, outbuilding, or other structure shall be made, erected, altered, placed, or permitted to remain upon the properties until the plans and specifications showing the design, nature, kind, size, shape, height, material, use, and location of the same shall have been submitted to DRC consisting of three members appointed by the Board of Directors of the Homeowners' Association and approval in writing by the DRC as to compliance with the covenants and the Uniform Building Code. The plans submitted shall include such detail and information as the DRC shall reasonably deem necessary to enable the DRC to determine whether the plans comply with the criteria set forth herein. In addition, at the time that the plans are submitted, the owner(s) making application must show, to the satisfaction of the DRC, that the plans meet the requirements of all applicable laws, ordinances and regulations, including, but not limited to, the Montana Subdivision and Platting Act and the Bozeman Zoning Ordinances.

4.2: Approval or Failure to Disapprove: In the event that the DRC fails to approve or disapprove such design, location, construction, and materials within thirty (30) business days after the

detailed plans and specifications have been submitted to it, provided that the plans include all of the information set forth above, approval shall not be required and this article will be deemed to have been fully complied with, provided that the owner comply with the other stipulations set forth in these covenants. Any plans, specifications, and proposals so approved, either expressly in writing or by the expiration of the thirty (30) day period hereinabove provided, shall then permit the owner to commence construction in accordance with the plans, provided that the structure and plan must conform the Minimum Building and Use Restrictions. Any deviation from the plans which, in the judgment of the DRC, is a substantial deviation from the plans, shall be corrected to conform with the plans, as submitted.

4.3: After Approval, Twelve Months to be Completed: Any structure to be erected in accordance with the approval so given must be erected and completed within twelve months of approval, or new approval must be obtained. If any structure is begun and is not completed in accordance with the plans within twelve months of the commencement of construction, the Directors of the Homeowners' Association, at their option, may take such action as may be necessary in the judgment of the Directors to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening or covering of the structure, or any combination thereof. The amount of any expenditures made in doing so shall be an obligation of the owner and a lien on the property, which may be recorded and shall be enforceable by an action at law. The DRC shall act by a majority of its members and any authorization or approval made by the DRC must be signed by a majority of the members thereof.

4.4: Neither the Association, the Declarant, the DRC, nor the individual members thereof, may be held liable to any person for any damages for any DRC action taken in good faith pursuant to these covenants, including, but not by way of limitation, damages which may result from correction, amendment, changes or rejection of plans, the issuance of building permits, or any delays associated with such action on the part of the DRC.

ARTICLE V MINIMUM BUILDING AND USE RESTRICTIONS

5.1 GENERAL INFORMATION

5.1.1: Purpose: To insure that the placement and appearance of all structures are in harmony with the original character and aesthetic qualities of the subdivision.

5.1.2: Jurisdiction: These standards apply to all lots in the subdivision.

5.1.3: Responsibilities: The DRC shall consist of 3 members appointed by the Directors of the Homeowners' Association and is

delegated to review and approve drawings and specifications of new construction or alterations to existing structures, to make site visits as necessary to determine compliance, and to report noncompliance to the Board.

5.2 REVIEW AND APPROVAL PROCEDURE

5.2.1: General: To initiate the process, a Review Request form must be submitted to the DRC prior to the start of construction. Within thirty (30) days of receipt of the request, the DRC must provide notification of approval or disapproval to the applicant. If the project is disapproved, the applicant may appeal this decision to the Board of Directors, which has final approval authority.

5.2.2: Submittal Requirements: The following must be submitted before the thirty day approval period shall begin to run:

a) A Review Request form providing specifications for exterior siding, trim, and roof. Specifications should include type, color, and finish of materials.

b) Standard architectural drawings including a site plan, floor plan, and elevation drawings. The site plan should reflect proposed landscaping and well locations.

c) Samples of siding, trim, and roofing materials with colors to be used.

5.2.3: Inspections: Changes or modifications to approved plans must be resubmitted for review and approval.

5.3 SITE

5.3.1: Building Orientation: Placement of buildings should take into consideration the location of roads and neighboring dwellings, with allowance for views and solar gains.

5.3.2: Temporary Structures:

a) One (1) temporary building, such as a storage shed or shop, may be used on any tract during the course of continuous construction.

b) No building can be used as a dwelling until a certificate of occupancy is issued for that building.

5.3.3: Grading: No fill, dirt, mulch, or rock shall be removed from the premises, nor shall the elevation thereof be changed in any manner, if by so doing it shall result in a detriment to adjacent parcels.

5.3.4: Drainage: No property owner shall surface drainage to flow onto adjacent lots. All drainage shall be diverted to identified drainage areas within the subdivision. No lake or pond shall be

constructed, filled, or altered without prior written consent of the DRC.

5.4 ARCHITECTURE

5.4.1: General: The subdivision consists of lots designated as R-3 and R-4 in the Zoning Code of Bozeman, Montana. Single family residences, multiple family dwellings and commercial buildings, to the extent allowed by the Zoning Code, shall be allowed within the subdivision. To the extent allowed by the applicable laws, multiple family housing may include apartments, condominiums and townhouses.

5.4.2: Siding and Trim: Muted and subdued colors drawn from the surrounding environment should dominate the main body of the buildings. Exterior material should require minimal maintenance.

5.4.3: Roofs: Roof design should be consistent with building size, shape, and form. Main pitches shall be 6/12, or greater and accent pitches shall be 8/12, or greater. Flat and domed roofs are prohibited.

Roofing materials shall be GAF Timberline 25, or its equivalent. Metal roofs and T-lock shingles are prohibited. Muted and subdued colors should be chosen to harmonize with the surrounding color schemes.

5.4.4: Fireplaces, Chimneys, and Flues: Fireplaces, chimneys and flues are to be designed to avoid smoke and fumes at ground levels during down-slope wind. Chimneys must be clad with natural stone, stucco, brick or wood enclosures. A choice of materials that match the dwelling is encouraged for chimneys that extend more than three (3) feet above the roof surface or line. Spark arresters shall be required on all chimneys attached to wood burning units.

5.4.6: Outbuildings: All plans for outbuildings, including detached garages that are constructed subsequent to the main dwelling, are subject to review and approval and must conform to these standards. Placement on the lot should give consideration to enhancing the appearance of the subdivision and minimizing the visual impact of vehicles.

5.5 LANDSCAPE ELEMENTS

5.5.1: General: Graded areas must be smoothed and sod shall be placed on such areas. One (1) tree or shrub shall be required for each 750 square feet of lot area. At the time of planting, trees shall be a minimum of six feet (6') and shrubs shall be a minimum of eighteen inches (18") high. Any dead material must be removed and replaced by September 15 of each growing season.

5.5.2: Fences/Privacy Screens: Fences not encroaching within the setback limits are allowed and all new fences must be of wooden

rail and post construction, and shall not exceed six (6) feet in height, unless another fence design is submitted to the DRC and approved by that body prior to construction. Fences on the perimeter of the subdivision bordering agricultural land shall be maintained in their present condition. The inside of rail fences may be lined with inconspicuous wire fencing for the purpose of containing dogs. Privacy screens should be constructed of natural wood materials. Natural wood colors and stains for the preservation of fences and screens are recommended.

5.5.3: Exterior Lighting: Incandescent lighting is encouraged and the use of mercury vapor, halogen, and obtrusive flood lighting is prohibited. Free standing decorative lights shall not exceed eight (8) feet in height.

5.5.4: Completion of landscaping: Landscaping upon each lot must be completed within the first growing season following occupancy of a completed unit, unless an extension is allowed by the DRC due to extenuating circumstances. Such landscaping shall be in place by September 1 of the year in which it is to be completed.

5.6 GENERAL

5.6.1: Antennas/Satellite Dishes should be positioned in unobtrusive locations with consideration given to local aesthetics and views from adjacent properties. No satellite dish shall exceed 18" in diameter.

5.6.2: Animal Kennels must be placed within twenty (20) feet of the residence and in an area which is inconspicuous and removed from the direct view of neighbors and the primary road.

5.6.3: The property shall be improved only by the erection of buildings designed for occupancy by single or multiple families, professional offices, schools and other uses which may be permitted by the Zoning Code of the City of Bozeman, constructed of new material. No old buildings, metal buildings, concrete buildings, or rough buildings, whether intended for use in whole or in part as the main structure, or for use as a garage or other buildings, shall be moved or constructed upon the premises.

5.6.4: Detached outbuildings may be constructed upon the premises for storage purposes; provided, however, that such outbuildings shall not be used as permanent residences. There shall be no more than one (1) outbuilding on any one (1) lot. Outbuildings must be of the same materials, design, and style as the primary building.

5.6.5: No mobile homes or trailer homes, including doublewide mobile homes or modular homes, or like or similar dwellings, shall be allowed upon the property. Campers, motor homes and trailers may be parked in front yard areas for no more than an aggregate of thirty (30) days per calendar year. Storage of the same shall be allowed in

side and rear yards, provided that appropriate screening is erected after application to and approval of the DRC.

5.6.6: The property shall be used for residential, professional office, or school purposes, and no commercial business, commercial livestock yards, or feed lots, wrecking yards, storage yards, stores, gas stations, or the like shall be allowed to be located thereon, but the lands may be used for agricultural gardens for the use of the owners. No dumps, commercial dog farms, trash, junk or junked cars shall be maintained upon the property, nor shall any noxious or offensive activities be permitted to be done on the property which are a nuisance or might become a nuisance to the owner or owners of any of the described lands. No lot shall be used in any manner or for any purpose which might endanger the health and safety of the residents of any lots within this property.

5.6.7: No hunting of, shooting at, or harassing of birds, animals or any wildlife will be permitted.

5.6.8: All dogs, cats and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the area by the other owners and to prevent any interference or harassment of wild birds, animals, or livestock in the subdivision or on surrounding or adjacent properties. The keeping of dogs, cats or other pets shall be in strict compliance with any and all applicable rules and regulations adopted by the Bozeman City Commission, and no more than two (2) dogs or cats may be kept on any single family lot or within any other living unit or commercial space; except that more than three puppies or kittens may be kept until they are weaned. All dogs must be in a kennel or on a leash at all times, or in a fenced yard. Pets are not allowed to roam free.

5.6.9: All residences and all outbuildings built within the subdivision shall be on permanent foundations.

5.6.10: All zoning regulations and all other laws, rules and regulations of any governmental body or agency under whose jurisdiction the land lies are considered to be part of and enforceable hereunder and all the owners of the lands shall be bound by such laws, rules and regulations.

5.6.11: The owner of each tract shall control the weeds and noxious plants on his or her lot. Should an owner fail to properly control the weeds, as required by these covenants, the Association may do so on behalf of the owner. In such case, the Association may assess the lot owner for the costs thereof, in the same manner as any regular assessment of the Association.

5.6.12: No junk, garbage, trash, slash, debris, or other waste shall be allowed to permanently accumulate on any lot (any temporary accumulation shall be kept in sanitary containers screened from view by appropriate fencing), and shall be disposed of regularly.

5.6.13: These restrictions, conditions, and limitations shall run with the land and shall be binding upon the present owners and all subsequent owners of any portion of the area included within the aforesaid plat. The grantee of any portion of the property covenants and agrees by the acceptance of a conveyance, faithfully to observe and comply with the restrictions, conditions, and limitations applicable thereof.

5.6.14: Any provisions herein may be enforced by any owner of any portion of the area included within the plat, the Association, or by the developer, either by an action for damages arising out of a violation, or by an action to restrain continuing violation or in any other manner permitted by law. In any action of any kind for the enforcement of these restrictions, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the action, including attorney's fees.

5.6.15: Lot owners and residents of the subdivision are informed that adjacent uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in dust, animal odors, flies, burning, smoke, and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.

ARTICLE VI
ASSOCIATION RESPONSIBILITIES

6.1: The Association shall be responsible for the maintenance, reconstruction, repair, replacement of any common drainage retention or control areas depicted on the final subdivision plat filed with the Clerk and Recorder of Gallatin County, Montana.

6.2: The Association shall be responsible for all maintenance of park areas and other common spaces designated in the final subdivision plat filed with the Clerk and Recorder of Gallatin County, Montana.

ARTICLE VII
TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

7.1: These Restrictive Covenants shall remain in full force and effect until revocation upon an affirmative vote by at least 75% of the eligible votes within the subdivision and the consent of the Bozeman City Commission. Each owner shall have those votes set forth above, and the Covenants and Conditions herein contained are to run with the land, until so revoked.

7.2: Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate any covenant; and the legal proceedings may be either to restrain violation of the covenants or to recover damages, or both. In the event of any action to enforce these covenants,

including an action to collect unpaid assessments, through foreclosure or otherwise, the prevailing party shall be entitled to costs and reasonable attorney's fees to be set by the court. Any lot owner, Declarant, or the Association may enforce these covenants.

7.3: Any failure by the Declarant hereto, or of any subsequent lot owner, to enforce any Covenant or Restriction contained herein, shall in no event be deemed a waiver or in any way prejudice the rights to enforce that Covenant or any other Covenant thereafter, or to collect damages for any subsequent breach of these covenants.

7.4: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions, all of which shall remain in full force and effect.

7.5: In any conveyance of the above-described real property or of any tract thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to the Restrictions and covenants herein contained, without setting forth such restrictions and covenants verbatim or in substance in the deed. All of the above-described real property and lots shall be subject to the restrictions and covenants set forth, whether or not there is a reference to the same in a deed or conveyance.

7.6: A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or portion of the real property or any improvements thereon. However, the said restrictions and covenants shall be binding upon and inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

7.7: These covenants may be changed in whole or in part by the execution, acknowledgment and recording of an instrument in writing setting forth change signed by the owners of at least seventy-five percent (75%) of the votes in the subdivision; provided, however, that no covenant may be altered or amended if such alteration or amendment would violate a condition of subdivision approval imposed by the Bozeman City Commission.

IN WITNESS WHEREOF, the Declarant has this Declaration this 15th day of August, 1997.

Sunrise Development, L.L.C.

By: 

Member

STATE OF MONTANA)
) :ss
County of Gallatin)

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On this 15th day of August, 1997, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Clair W. Daines, a Member of the Declarant Limited Liability Company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Ann C English
Notary Public for the State of Montana
Residing at Bozeman Montana
My Commission Expires: Oct 23, 2000

350849



State of Mont., County of Gallatin. ss Filed for record SEPTEMBER 17, 19 97
at 2:56 P. M., and recorded in Book 177 of MISCELLANEOUS page 86
Shelley Vance Recorder. By Candice Blomcamp Deputy

FEE: \$78.00 P.D.
RT: SUNRISE DEVELOPMENT
45 W. Kagy Blvd.
Bozeman MT 59715

PLATED

R-14055-ALTC

DECLARATION

for the

MEADOW VISTA CONDOMINIUM

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CERTIFICATE OF NAME

The undersigned being the duly authorized agent of the Department of Revenue of the State of Montana within the County of Gallatin, herewith executes the following certificate relating to the MEADOW VISTA CONDOMINIUM, situated as follows:

"See Exhibit A attached"

- 1. That the name the MEADOW VISTA 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, except for the word "Condominium", and
- 2. All taxes and assessments due and payable for the said MEADOW VISTA CONDOMINIUM, have been paid to date.

Dated: 5/14/01

[Signature]
County Assessor



ENGINEER'S CERTIFICATE

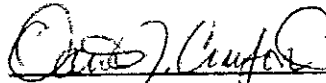
The undersigned, being a duly registered engineer in the State of Montana, herewith certifies the following:

That pursuant to the provisions of MCA 70-23-306(2), the floor plans for Building 1 of the Meadow Vista Condominium , located on:

Lot 5 and 3, Block 4 of North Meadows Subdivision-Phase I, Bozeman, Gallatin County, Montana, on file and of record with the County Clerk and Recorder, Gallatin County, Montana.

as duly filed with the Declaration and By-Laws thereof, depict the layout of the units and floors of the building as of this date.

Dated May 10, 2001



Registered Engineer
Registration No. 8709PE

**DECLARATION FOR
THE
MEADOW VISTA CONDOMINIUM**

THIS DECLARATION is hereby made and entered into this 10th day of MAY, 2001, by HINESLEY FAMILY LIMITED PARTNERSHIP NO. 1, a Montana limited partnership, of Bozeman, Montana, hereinafter referred to as "Declarant," whereby lands and property hereinafter described are submitted to the provisions of Chapter 23, Title 70, MCA, also known as the "Unit Ownership Act" as a condominium.

The property subject to this Declaration shall be known as the MEADOW VISTA CONDOMINIUM (hereinafter referred to as MEADOW VISTA CONDOMINIUM). The address of MEADOW VISTA CONDOMINIUM is 2940 Dillard, Bozeman, Montana, 59718.

I.

DEFINITIONS

Unless the context expressly provides otherwise, the following definitions shall pertain throughout 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 person or by proxy in a particular circumstance.
2. Association or Association of Unit Owners shall mean all of the Unit Owners acting as a group and in accordance with duly adopted Bylaws and this Declaration.
3. Board or Board of Directors shall mean the Board of Directors of the Association as more particularly defined in the Bylaws.
4. Building shall mean a multiple unit building or buildings comprising a part of the property.
5. Bylaws shall mean the Bylaws promulgated by the Association under this Declaration and the Unit Ownership Act.
6. Common Elements shall mean both general common elements and limited common elements.
 - a. General Common Elements include all those elements which are for the use of all Unit Owners and guests of Unit Owners of MEADOW VISTA CONDOMINIUM.

Specifically included are: grounds surrounding the building, the land on which the buildings are located, paths sidewalks and walkways, any portion of the parking areas not specifically allocated to a particular unit, any irrigation system placed on the property for landscape maintenance, any portions of the buildings designated on the floor plans as common to all Units, electrical, gas, telephone, water and sewer lines and connections serving all of the units, landscaping, plants and other materials and improvements separate from and outside of the buildings containing the units, and other elements necessary for the safety, maintenance and existence of MEADOW VISTA CONDOMINIUM in which each Unit Owner shall have his designated percentage of interest, as set forth in paragraph IV below.

b. Limited Common Elements as used in this Declaration shall mean those common elements which are reserved for the use of fewer than all of the owners and guests of Unit Owners of MEADOW VISTA CONDOMINIUM, to the exclusion of other such owners and guests. As to any given Unit Owner or Owners, limited common elements shall mean the common elements which are located within or affixed to the building containing his unit, and which are for the use of the Unit Owners and guests of that Unit in which the elements are located or situated on the real property known as MEADOW VISTA CONDOMINIUM. Specifically included are:

Flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical, gas, cable television lines, hot and cold water pipes (all such utility pipes and lines are limited common elements where they service only one or two units; where they service all units, they shall be general common elements), stairways, balconies, entrances, stoops, furnaces, patios, decks, garages, driveways, boilers, hot water tanks, and fixtures, or other portions of the building servicing only a particular unit or less than all of the units. The percentage of the separate unit's interest in the limited common elements shall be computed by determining the number of units that have use of the limited common elements and dividing that number into the total value of those limited common elements.

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

14. Unit Designation shall mean the combination of letters, numbers, or words which identifies the designated units. [Units shall be designated by building and unit number as Units 1B-1C, 1A-1D, 1F-1G and 1E-1H].
15. Unit Owner shall mean the person or persons owning a fee simple absolute, or one who is a co-owner in any real estate tenancy relationship that is recognized under the laws of the State of Montana, in one or more units of MEADOW VISTA CONDOMINIUM.

II.

REAL ESTATE

Description

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

The condominium units in Phase One consists of 8 separate units numbered 1A through 1H, subject to the expansion provisions of paragraph IV below. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as this MEADOW VISTA CONDOMINIUM Declaration and Bylaws are in effect.

Condominium Units

Each Unit, together with the appurtenant undivided interest in the common elements of MEADOW VISTA CONDOMINIUM shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are contained in four buildings, subject to the expansion provisions of paragraph IV below.

Encroachments

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

Parking Areas

The limited common elements include parking areas on the driveway in front of each garage for automobiles of the respective Unit Owners. These areas will be initially laid out by the Declarant, and shall be assigned to each unit. The right to use the parking spaces on the driveway in front of the garage for each unit shall be an appurtenance to that unit. Subsequent use and assignment of additional parking spaces shall be pursuant to regulation of the Association; provided that no change in designation of parking spaces shall be made for the benefit of the Unit Owner which discriminates against another Unit Owner without the latter's consent.

Unit Boundaries

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

- a. **Upper and Lower Boundaries:** the upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 1. **Upper Boundary:** the plane of the lowest surfaces of the 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:** the vertical planes of the centerline of the walls bounding a Unit extended to an intersection with other perimetrical boundaries. Where walls between units are of varying thicknesses, the plane of the centerline of a boundary wall shall be the median line drawn between the two outermost boundaries of such wall.

III.

EASEMENT, COMMON ELEMENT--INTERIOR REMODELING

Common Element Easements

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

Easement for Utilities

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

Interior Remodeling

Each Unit Owner shall have the exclusive right to paint, repaint, tile, wax, paper, panel, carpet, brick or otherwise maintain, refinish and decorate the inner surfaces of the walls,

ceilings, floors, windows and doors bounding his own Unit, and the interior thereof, so long as such owner does not affect the structural integrity of the building in which his Unit is located.

IV.

OWNERSHIP AND VOTING - EXHIBITS - USE

Percentage of Interest

Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his Unit. Additionally, each Unit Owner shall have a percentage of undivided interest in the general common elements of MEADOW VISTA CONDOMINIUM. Such percentage represents his ownership interest in the general common elements, and his liability for common expenses. The percentage of interest in the general common elements for the respective owners shall be computed by taking the value of each Unit at the date of filing this Declaration and dividing it by the then combined value of all the units having an interest in the general common elements of MEADOW VISTA CONDOMINIUM. Such percentage of interest owned by each of the Units in MEADOW VISTA CONDOMINIUM shall be according to the percentages set forth below:

PHASE I

<u>UNIT NO.</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
1A	1,308	14.1%
1B	1,000	10.7%
1C	1,000	10.7%
1D	1,308	14.1%
1E	1,328	14.3%
1F	1,020	10.9%
1G	1,020	10.9%
1H	1,328	14.3%
Total	9,312	100.0%*

*Subject to the expansion provisions below.

Voting Interest

For the purposes of this Declaration and the expanded Declaration as set forth below, the voting interest of the Unit Owner or Owners in all matters concerning the Association of Unit Owners shall be equal to the other units in accordance with the Bylaws of the Association of Unit Owners. For the present, each of the original eight units shall have one vote per unit, for a total of eight votes.

Expansion Provisions

The Declarant intends from time to time to construct additional Units on the property, for a final total not to exceed 32 units. At such time as Declarant wishes to add such additional units, Declarant 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 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, 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.
- 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 that construction of each such additional new building has been 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 Declarant, or its successors or assigns, elects to file such amendment to this Declaration, all then existing condominium owners hereby 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 be a covenant running with the land, and shall be binding upon the owners of the then existing units, 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 by this covenant agree and consent to the appointment of the Declarant as their attorney-in-fact so that 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 MEADOW VISTA CONDOMINIUM.

After the recording of such supplemental and amended Declarations, 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 Declarations, 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

MEADOW VISTA CONDOMINIUM will initially consist of one building and the real property described in Exhibit "A" which contains a total of eight separate MEADOW VISTA CONDOMINIUM Units as shown on the floor plans.

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

Exhibit B: showing the floor plans and elevations for each of the Units of MEADOW VISTA CONDOMINIUM, the area of each, and the dimensions and the designation for each Unit.

Exhibit C: showing the site plan of MEADOW VISTA CONDOMINIUM and the location of the buildings containing MEADOW VISTA CONDOMINIUM Units on the Property.

Construction Materials

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

Use

The use of all of the units in MEADOW VISTA 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 unit's 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, lessees and invitees. The units and common elements shall be limited as follows:

a. There shall be no obstruction of the common elements, nor shall anything be stored in or on the general common elements without the prior written consent of the Association. Owners with units which have usable space in the limited common area beneath the living area of their unit may use this space for storage provided such use does not constitute a hazard to any unit and does not block any access beneath the unit or obstruct any easement for utility service, or result in cancellation or rate increase of Association insurance. 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 on the building or contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his Unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be permitted on the common elements.

c. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the

outside walls of a building, and no sign, awning, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior written consent of the Association. Seasonal decorations that are promptly removed after the season and reasonable name plates or identification signs for individual units may be allowed.

d. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the property by its 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.

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

f. No animals of any kind shall be raised, bred, or kept in any Unit, except that dogs, cats, and other household pets may be kept subject to rules and regulations from time to time adopted or amended by the Association. All dogs must be kept on a leash while on the condominium property in accordance with the laws of the City of Bozeman. Additionally, Unit Owners, their tenants, and any guests, shall be responsible for the immediate clean-up of any pet waste and the repair of any damage caused by pets to any of the general or limited common areas.

g. Nothing shall be altered or constructed in or removed from the common elements, and no easements, liens or encumbrances placed on the common elements, except upon the written consent of two-thirds of the aggregate interest of the Unit Owners affected by such action.

h. All garbage shall be kept in appropriate containers, and stored inside the garage for each Unit unless put out for collection. After collection, all garbage containers shall be placed back in the garage for each Unit. However, all garages are to be used primarily for storage of Owner's vehicles.

i. Campers, trailers, boats and other recreational vehicles may only be brought onto the condominium properties for loading and unloading for immediate use. No inoperable vehicles, and no campers, boats, recreational vehicles, or trailers, shall be left parked in the condominium parking areas or on driveways or garage parking pads for more than 24 hours at one time. Repeated parking of such vehicles or trailers is also prohibited.

Exclusive Ownership

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

V.

THE ASSOCIATION

Membership

Any Owner of a Unit in MEADOW VISTA CONDOMINIUM shall



automatically, upon becoming the Owner of said Unit, be a member of the MEADOW VISTA CONDOMINIUM OWNERS ASSOCIATION, hereinafter referred to as the Association, and shall remain a member of said Association until such time as his membership in said Association shall automatically cease. The membership shall be limited to Unit Owners as defined in this Declaration.

Function

It shall be the function of the Association to:

- a. Adopt Bylaws for the governance of the Association.
- b. Make provisions for the general management and/or repairs and maintenance of MEADOW VISTA CONDOMINIUM.
- c. Levy assessments as provided for in the Declaration, Bylaws and Unit Ownership Act.
- 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.
- f. Be responsible for the perpetual maintenance of the landscaping, common open space, parking lots, and driving lanes.

Voting

On all matters, unless excluded by this Declaration, to be decided by the Association, each Unit Owner shall have one vote. 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 the Unit Ownership Act, this Declaration or the Bylaws, a majority of the aggregate interest present 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 Bylaws.

Failure to Comply

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

Payment of Assessments

All assessments shall be due ten (10) days from the date of mailing such assessment following the meeting at which time assessments are levied by the Association, and may be payable in one annual payment or in quarterly installments, at the option of the Unit Owner. The amount of the common expenses assessed against each Unit, and the amount of limited common expenses assessed against each Unit shall be the personal and individual debt of the owner thereof. No owner may exempt himself from liability for this contribution toward the common expenses and the limited expenses by waiver of the use of enjoyment of any of the general common elements or limited common elements or by abandonment of his Unit. All assessments which are not paid within thirty (30) days from the

date they are due and payable become delinquent and are subject to interest and penalty charges.

The Association or Manager shall have the responsibility of taking prompt action to collect any unpaid assessment which becomes delinquent. In the event of delinquency in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the then current legal rate of interest per annum on the amount of the assessment from the due date thereof, together with all expenses, including attorney fees incurred, together with such interest and late charges as are provided in the Bylaws of the Association. Suit to recover a money judgment for unpaid common expenses and limited expenses may be maintainable without foreclosing or waiving the lien securing the same.

Levying Assessments - When Made - Purposes

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

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

b. Assessments shall be made for the repair, replacement, general maintenance, management and administration of common elements, fees, costs and expenses of the manager, taxes for common areas if any, and for the Unit Owner's percentage share of any Special Improvement District Assessments. Assessments shall be based upon and computed by using the percentage of interest that each Unit Owner has in the general common elements.

c. Assessments may also be made for the payment of limited 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 of their respective Units in accordance with the percentage the Unit or Units have in the limited common elements for which the assessment is being made. If only one unit is associated with the limited common elements involved, then the entire cost of such repair, maintenance or replacement shall be borne by that Unit.

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

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

f. In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of



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said unpaid assessments against the Grantor due the Association and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

g. At the time the Association holds its first meeting, or at any duly noticed meeting thereafter, a reserve account may 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 project. Said total amount shall then 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 Unit so owned.

VI.

DECLARANT'S RIGHT TO CHANGE

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

Until 75 percent of each phase of units have been built and sold, Declarant reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership project. This provision shall apply to each phase of the condominium as set out in the expansion provisions.

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 percent of the condominium units in the first phase have been sold. During the period of development and sale of the remaining condominium units, 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 his pro rata share thereof only for those condominium units which have been completed. During the period when fewer than all of the Units have been erected, the common expenses shall be allocated among the Owners of such existing 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 of 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, the Board or Manager. Upon adoption of the resolution by a 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 upon receiving the favorable vote of seventy-five percent (75%) of the total percentage vote of all the Unit Owners.

If so approved, it shall be the responsibility of the Association to file the amendment with the Clerk and Recorder's Office of Gallatin County, Montana.

Notwithstanding the procedure set forth above, the Declarant may amend this Declaration, or any other project document, prior to any sale or lease of a Unit or interest thereof.

VIII.

CHANGES, REPAIRS AND LIENS

Alterations by Unit Owners Association

The interior plan of a Unit may be changed by the owner. The boundaries between Units may be changed only by the Owners of the Units affected. 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 to this Declaration. In addition to compliance with the provisions of Paragraph VIII above, such amendment must further set forth and contain plans for the Units concerned showing the Units after the change in boundaries, which plans shall be drawn by an architect licensed to practice in Montana, and attached to the amendment as exhibits, together with the certificate of architect or engineer required by the Unit Ownership Act. Such an amendment shall be signed and acknowledged by the owners of the Units concerned, as well as those owners with an interest in any common element affected. The amendment shall also be approved by the Board of Directors of the Association, and signed and acknowledged by all lienors and mortgagees of the Units concerned.

Maintenance by Unit Owners

Each owner shall maintain and keep in 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 building or impair any easement.

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

Exterior Alterations

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

Liens for Alterations

Labor performed and materials furnished and incorporated into a Unit with the consent of or at the request of the Unit Owner, his agent, his contractor or subcontractor shall be the basis for the filing of a lien against the Unit of the Unit Owner consenting to or requesting the same. Each Unit Owner shall indemnify and hold harmless each of the other Owners from and against all liability

arising from the claim of any lien against the Unit or any other Owner or against the general or limited common elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

Liens and Foreclosure

All sums assessed but unpaid for the share of general common expenses and limited common expenses chargeable to any Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the Unit in favor of any assessing authority, and all sums unpaid on a first mortgage, a first trust indenture, or contract for deed, of record. To evidence such lien, the Association shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest and late charges thereon, the name of the Unit Owner, and a description of the Unit. Such notice shall be signed and verified by one of the officers of the Association or by the Manager, or his authorized agent, and shall be recorded in the office of the Clerk and Recorder of Gallatin County, Montana. Such lien shall attach from the date of recording such notice. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit by the Association as provided in the Unit Ownership Act in like manner as foreclosure of a mortgage on real property. In any foreclosure, the Unit Owner shall be required to pay a reasonable rental for the unit, if so provided in the Bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same. In any such proceeding the Owner may be required to pay the costs, expenses and attorney's fees incurred in filing a lien, and in the event of foreclosure proceedings, additional costs, expenses and attorney's fees incurred.

Bidding at Foreclosure

The Association shall have the power to bid on the Unit at a foreclosure or other legal sale, and to acquire and hold, lease, mortgage and vote the votes appurtenant to, convey or otherwise deal with the same. Any lienholder holding a lien on a the Unit may pay, but shall not be required to pay, any unpaid general common expenses, or limited common expenses payable with respect to any such Unit, and upon such payment such lienholder 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.

IX.

INSURANCE

Purchase

All insurance policies upon MEADOW VISTA CONDOMINIUM property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Montana.

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

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

Coverage

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

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

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

(3) Errors or Omissions Insurance for the Directors, Officers and Managers, if the Association so desires, in amounts to be determined by the Board.

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

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

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

Premiums

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

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.

Distribution of Proceeds

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

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

Association as Agent

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

Benefit to Mortgagees

Certain provisions in this paragraph entitled "Insurance" are for the benefit of mortgagees or trust indenture beneficiaries of condominium parcels, and all such provisions are covenants for the

benefit of any mortgagee of a Unit and may be enforced by such mortgagee or beneficiary.

Reconstruction

A. Repair After Casualty

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

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

B. Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans for specifications and the original improvements, or if not, then according to plans and specifications approved by the Board of Directors 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 the 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.

C. Responsibility

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

D. Assessments

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

E. Construction Funds

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

F. Surplus

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

X.

REMOVAL OR PARTITION - SUBDIVISION

MEADOW VISTA 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 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. If approval for any of the foregoing is not required by the Unit Ownership Act, then approval shall be required from at least seventy-five percent (75%) of the Owners. Upon obtaining such approval, the Board shall be empowered to implement and carry out the plan of removal, partition, or sale.

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 Units and shall not be considered as a right of first refusal.

e. The common elements of MEADOW VISTA CONDOMINIUM shall not be abandoned, partitioned, subdivided, encumbered, sold or transferred by removal or partition without compliance with all of the above requirements.

XI.

REMEDIES

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

XII.

SEVERABILITY

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

XIII.

INTERPRETATION

The provisions of the Declaration and of the By-Laws to be promulgated and recorded herewith, shall be liberally construed to effectuate the purpose of the Declaration and By-Laws and to create

a building or buildings subject to and under the provisions of the Unit Ownership Act.

XIV.

MISCELLANEOUS

Utility Easements

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

Right of Access

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

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

Expenditures

No single expenditure or debt in excess of \$1,000.00 may be made or incurred by the Association or Manager without the prior approval of seventy-five percent (75%) of the Unit Owners.

Benefit

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.

Service of Process

The name and address of the person to receive service of process for MEADOW VISTA CONDOMINIUM until another designation is filed of record shall be:

Hinesley Family Limited Partnership No. 1
409 South Yellowstone
Bozeman, MT 59718

Warranties

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



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

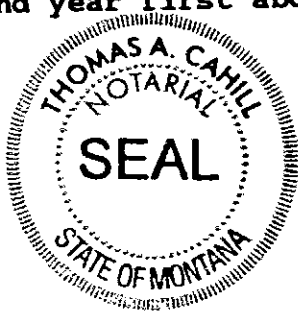
HINESLEY FAMILY LIMITED PARTNERSHIP NO. 1

BY: Charles W. Hinesley
CHARLES W. HINESLEY, General Partner

STATE OF MONTANA)
 : ss
County of Gallatin)

On this 10th day of May, 2001, before me, a Notary Public in and for the State of Montana, personally appeared CHARLES W. HINESLEY, known to me to be a General Partner of Hinesley Family Limited Partnership No. 1, whose name is subscribed to the within instrument, and acknowledged to me that said limited partnership executed the same.

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



Thomas A. Cahill

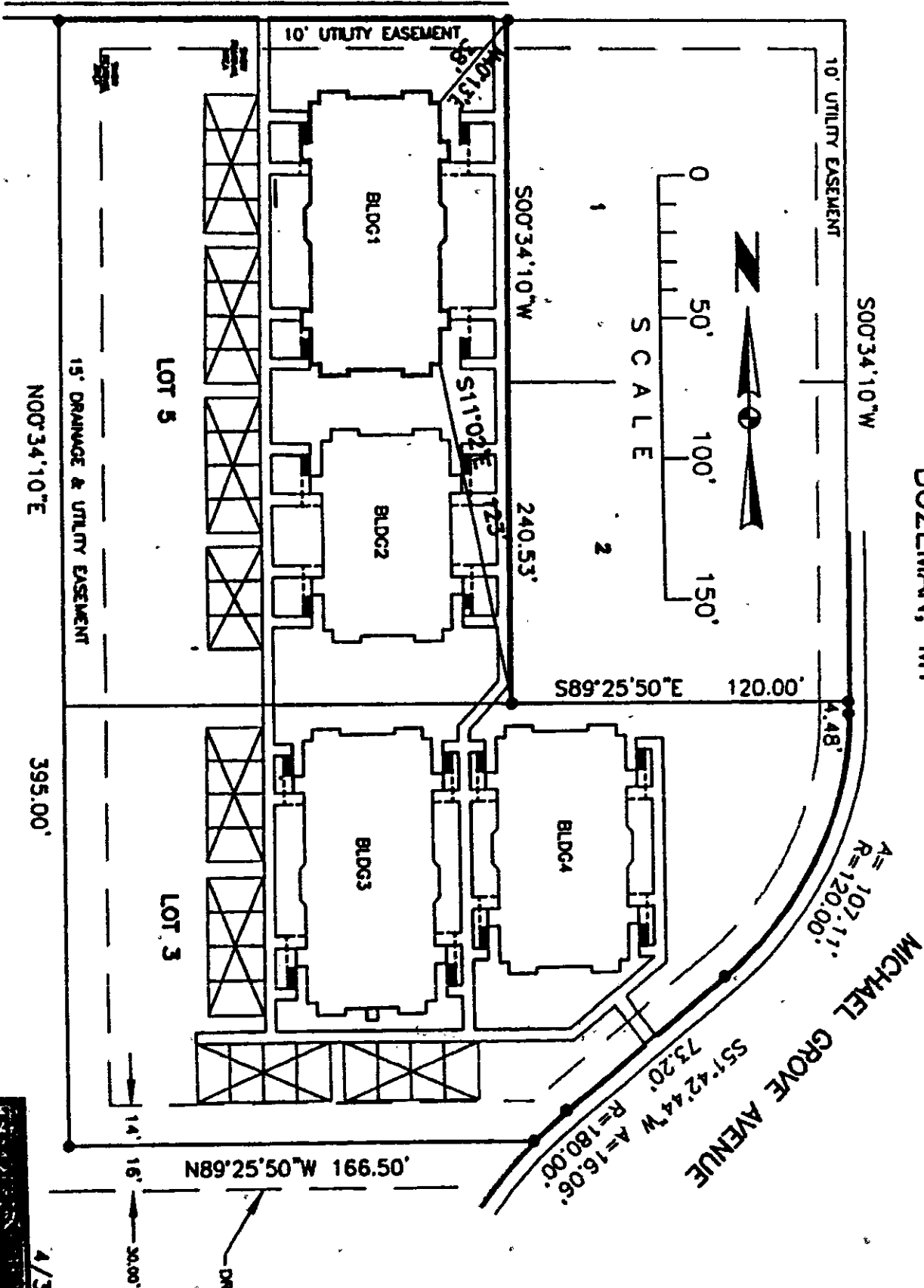
Notary Public for the State of Montana
Residing at: Bozeman MT
My commission expires: 8-18-2004



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05/16/2001 03:14P

VILLARD STREET

S89°25'50"E 160.25'



LOT 5, 3 BLOCK 4
MEADOW VISTA CONDOMINIUMS
NORTH MEADOWS SUBDIVISION
BOZEMAN, MT

SITE PLAN - PHASE I

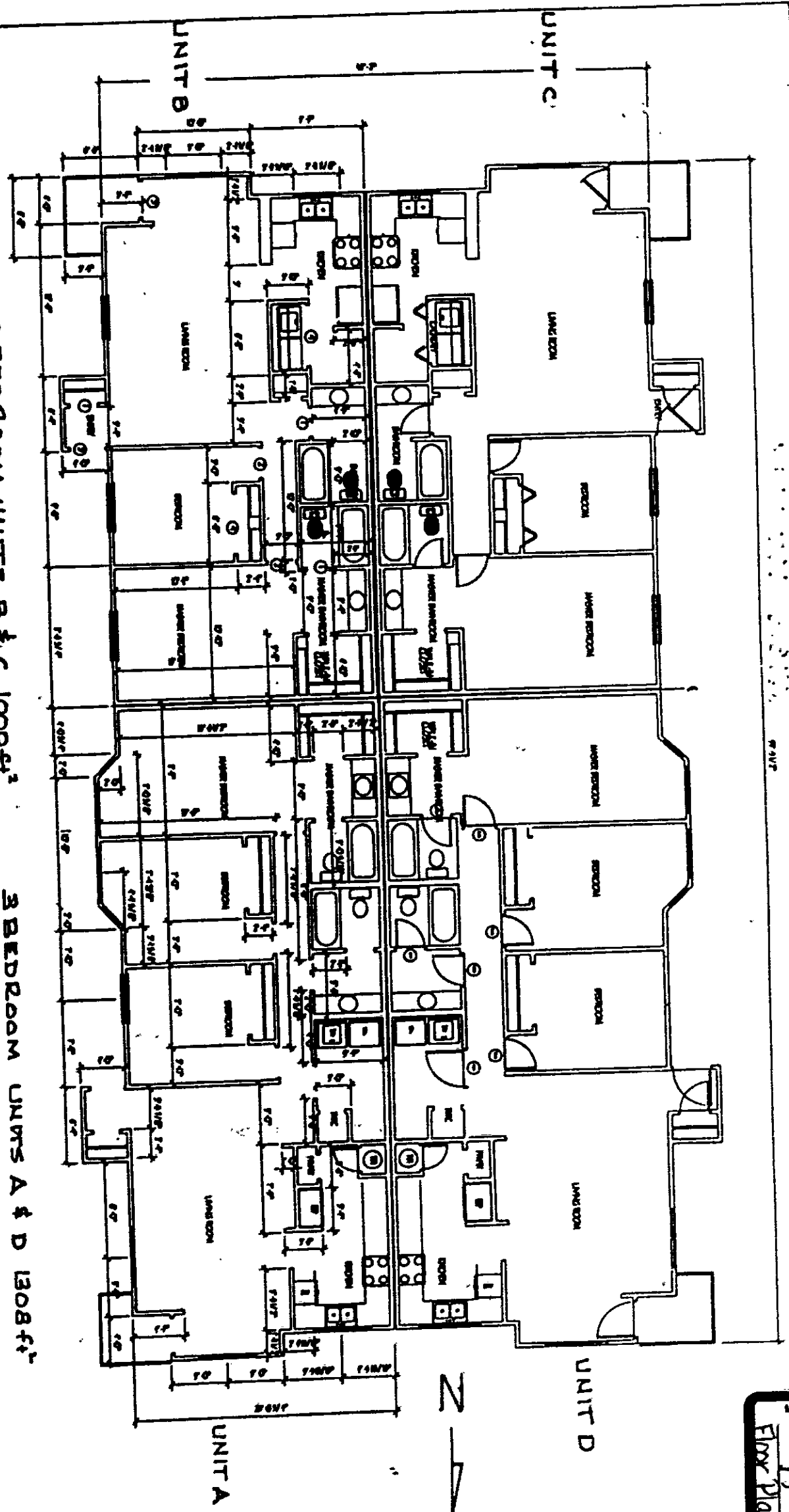
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395.00'

4/30/01

PH5-1.DWG

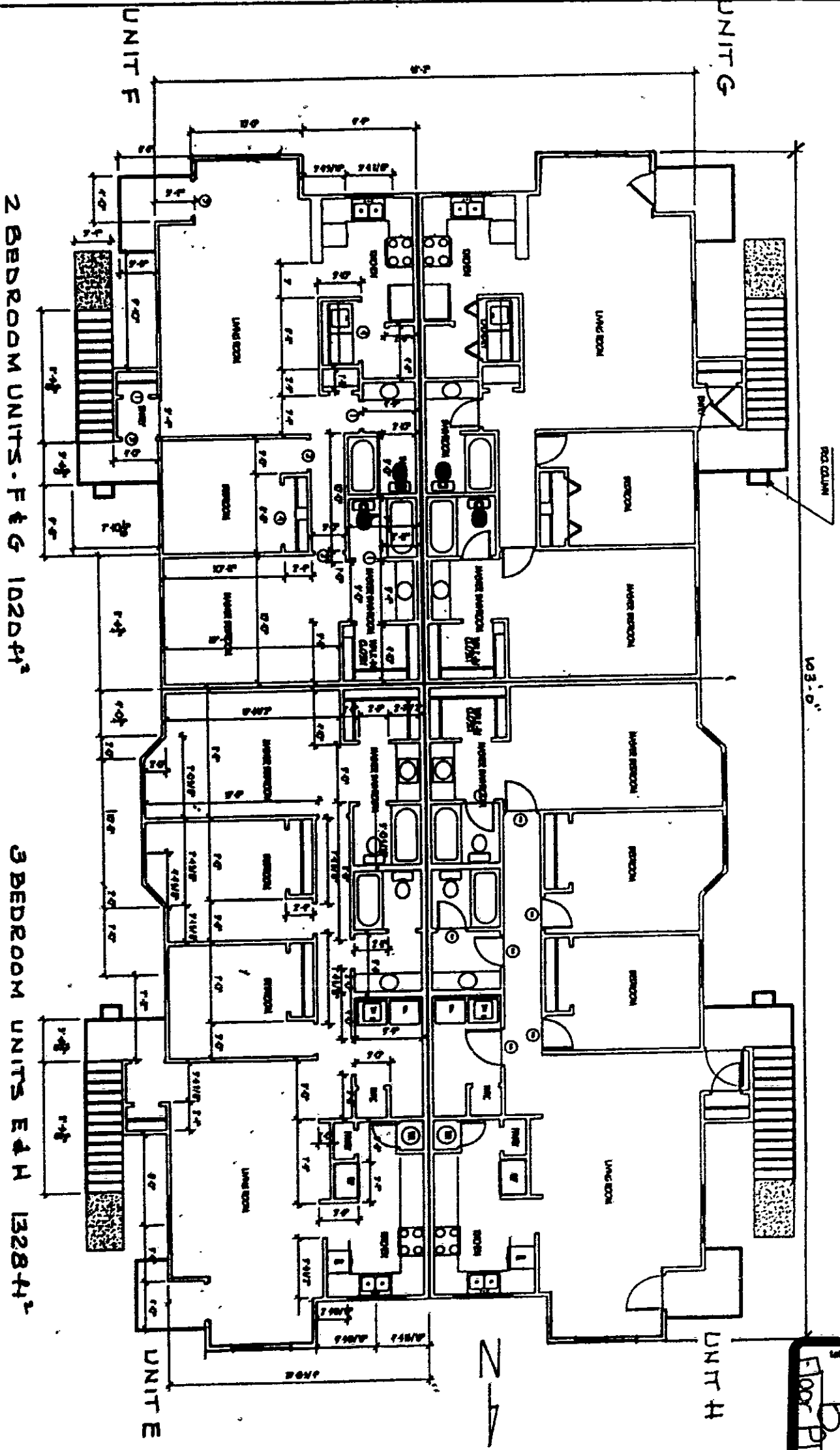
EXHIBIT
C
Site Plan



MEADOW VISTA CONDOMINIUM FLOOR PLANS
 BUILDING NO. 1 LOWER LEVEL

CONTRACTOR	SHIRLEY VANCE-GALLATIN
DATE	8-18-01
SCALE	1/4" = 1'
PROJECT	MEADOW VISTA CONDOMINIUM
NO.	26
REV.	
DATE	
BY	
CHECKED	
DATE	

EXHIBIT
 "B"
 Floor Plan



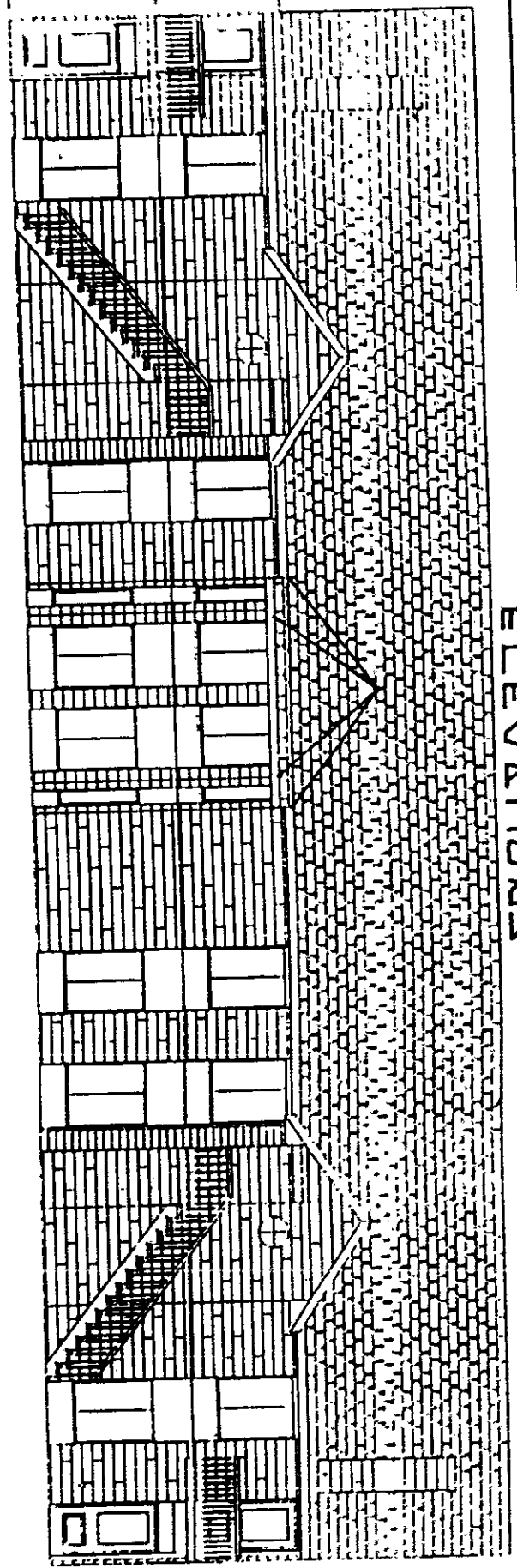
MEADOW VISTA CONDOMINIUM - FLOOR PLANS
 BUILDING NO. 1 - UPPER LEVEL

2 BEDROOM UNITS - F & G 1020^{sq ft}

3 BEDROOM UNITS - E & H 1328^{sq ft}

DESIGNED BY: S	CHECKED BY:
SCALE: 1/8" = 1'-0"	
DATE: 05/16/01	
BY: S	
PROJECT: MEADOW VISTA	
CONTRACTOR: S	
REVISION: S	

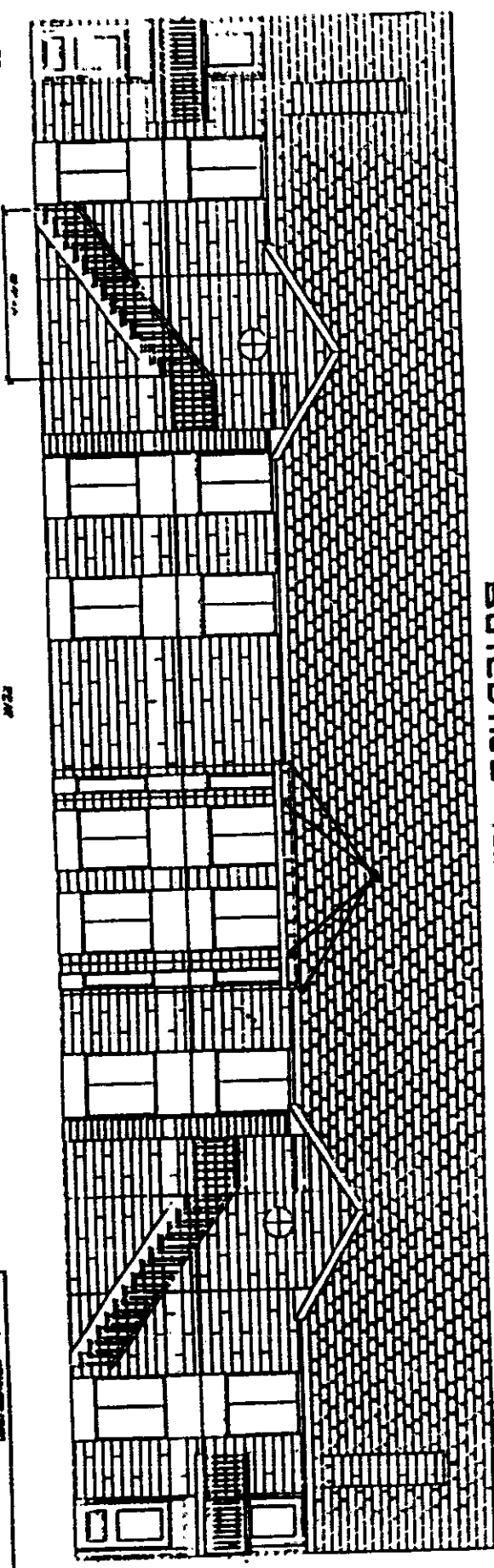
EXHIBIT
 "B"
 Floor Plan



ELEVATIONS

FRONT

MEADOW VISTA CONDOMINIUM - FRONT (WESTSIDE)
 BUILDING No. 1

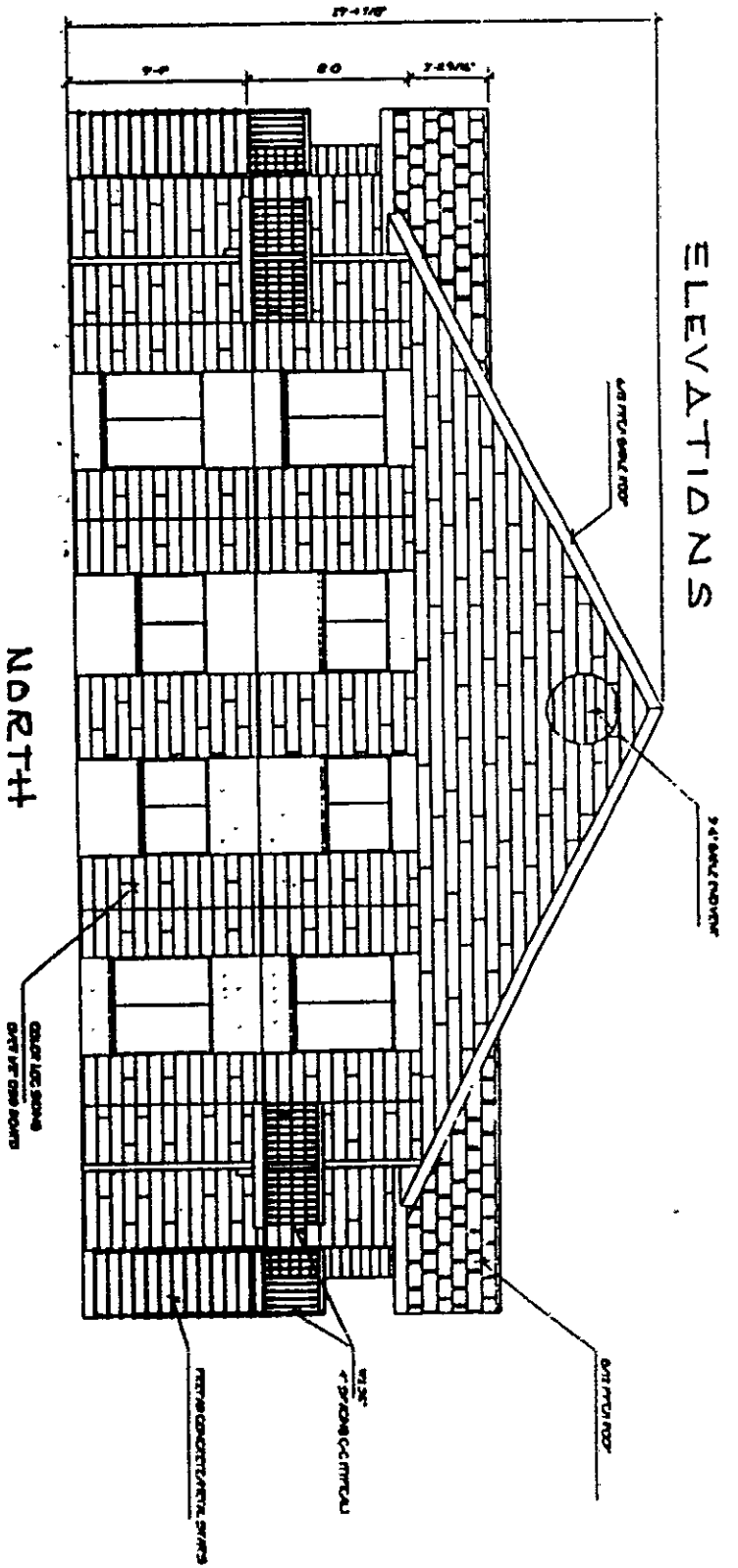


REAR

REAR (EASTSIDE)

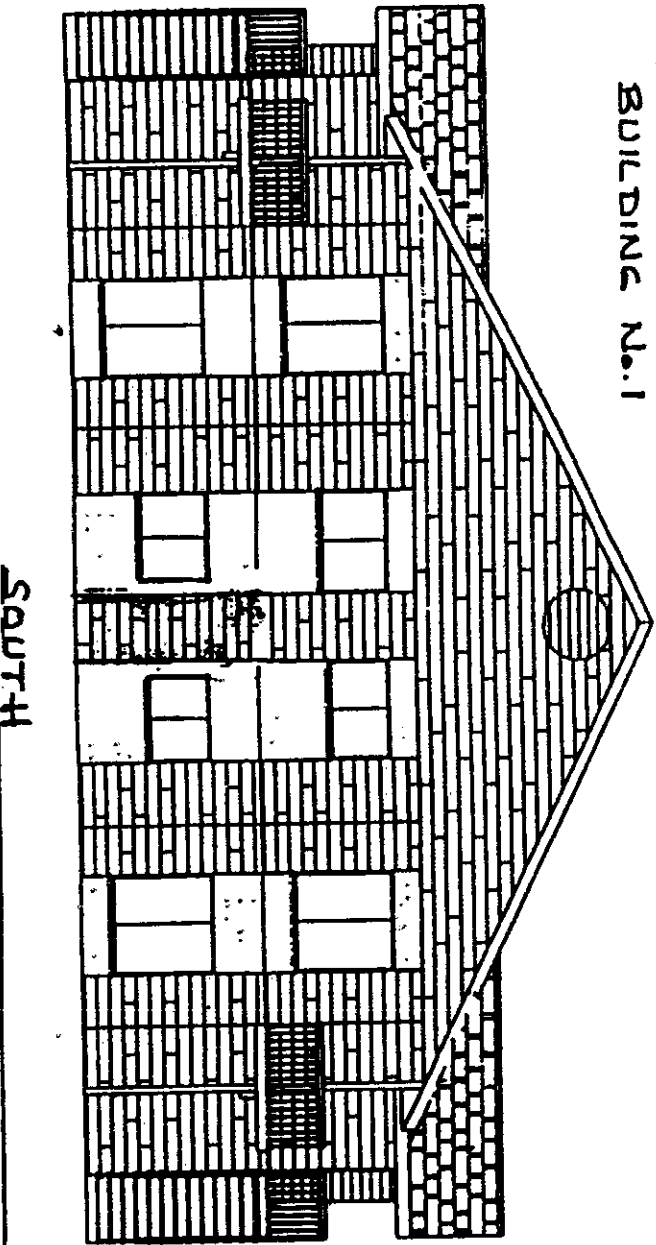
CONTRACTOR	DATE
DESIGNER	SCALE
CHECKED BY	PROJECT NO.
APPROVED BY	CLIENT

ELEVATIONS



NORTH

MEADOW VISTA CONDOMINIUMS - SIDE ELEVATION
 BUILDING No. 1



SOUTH

NOTE: ALL VENT STACKS TO EXTEND 3'-0\"/>



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LEGAL DESCRIPTION

Lots 3 and 5 in Block 4 of North Meadows Subdivision, Phase 1, to the City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.



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Shelley Vance-Ballain Co RT MISC 220.00

BYLAWS OF THE ASSOCIATION OF UNIT OWNERS
OF
MEADOW VISTA CONDOMINIUM



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BYLAWS OF THE ASSOCIATION OF UNIT OWNERS

OF

MEADOW VISTA CONDOMINIUM

I.

PURPOSE AND APPLICATION

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

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

II.

MEMBERSHIP

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

III.

OBLIGATIONS

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

IV.

MEETING AND VOTING

There shall be a regular meeting of the Association annually on the first Monday in September of each year, commencing in the year the MEADOW VISTA CONDOMINIUM regime is established, or on such other date properly announced by the Association.



Pursuant to these Bylaws, 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 such 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 voting 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 as notice served.

B. Quorum.

No meeting, regular or special, shall be convened to conduct business unless a quorum is present in person or by proxy. A quorum shall consist of fifty percent (50%) of the total voting interest of the MEADOW VISTA 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 an equal voting interest as set forth in the Declaration, a copy of which is being filed concurrently with the filing of these Bylaws with the Clerk and Recorder of Gallatin County, State of Montana.

Each Unit Owner shall thus have an equal voting interest on all matters affecting the general business of the MEADOW VISTA CONDOMINIUM, on all matters affecting the common elements, assessments for the common elements, and on all matters upon which the Association has agreed to have voting on the general 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 a meeting of the Association or the Board of Directors, those present may do any and all acts they are empowered to do unless specific provisions of these Bylaws, the Declaration, or the laws of the State of Montana direct otherwise.

VI.

BOARD OF DIRECTORS

The governance of the MEADOW VISTA CONDOMINIUM shall be by a Board of five Directors, elected among the Unit Owners. 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 by these Bylaws.

VII.

OFFICERS OF THE BOARD OF DIRECTORS

The Association shall elect from its membership a Board of Directors of five persons, who shall all serve for a term of one (1) year, and who shall serve in the positions of Chairperson, Vice-Chairperson, Secretary, and Treasurer. The manner of election of the Board of Directors shall be as follows:

At the first and all subsequent annual meetings of the Association, nominations for positions on the Board shall be accepted from any of the Unit Owners present. Voting will be noncumulative, with each Association member having a vote 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 two (2) persons, as listed below, shall serve until the first annual meeting of the Association, at which time a new Board shall be elected.

VIII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- A. To call annual meetings of the Association and give due notice thereof.
- B. To conduct elections of the Board of Directors.
- C. To enforce the provisions of the Declaration, Bylaws, and protective covenants of the MEADOW VISTA CONDOMINIUM by appropriate action.
- D. To promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the units so as not to interfere with the peace and quiet of all the residents. Such rules must be approved at any regular or special meeting of the Association by at least two-thirds of the voting interest of the Unit Owners in the condominium.
- E. To provide for the management of the MEADOW VISTA CONDOMINIUM by hiring or contracting with suitable and capable management and personnel for the day-to-day operation, maintenance, upkeep and repair of the general common and limited common elements.
- F. To levy assessments as allowed by the Declaration, these Bylaws and the State of Montana, and to provide for the collection, expenditure and accounting of said assessments.
- G. To pay for the expenses of the maintenance, repair and upkeep of the general common elements and the limited common elements, and to approve payment vouchers either at regular or special meetings.
- H. To delegate authority to the Manager for the routine conduct of condominium business, however, such authority shall be precisely defined with ultimate authority at all time residing in the Board of Directors.
- I. To provide a means of hearing grievances of Unit Owners and to respond appropriately thereto.

- J. To meet at regularly scheduled times and to hold such meetings open to all Unit Owners or their agents.
- K. To prepare an annual budget for the condominium in order to determine the amount of the assessments payable by the Unit Owners to meet the general common and limited common expenses, and allocate and assess such charges among the Unit Owners according to their respective interests in the general common and limited common elements. Such annual budget shall be presented to the unit owners at the annual meeting each year, and shall be voted upon and approved by a majority of the unit owners in attendance or by proxy at that meeting.
- L. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses, costs, or additional capital expenses, or because of emergencies.
- M. To take appropriate legal action to collect any delinquent assessments, payments or amounts due from Unit Owners, or from any person or persons owing money to the condominium, and to levy a penalty and to charge interest on unpaid amounts due and owing. However, other than for the collection of delinquent assessments or accounts, the Board shall not initiate any litigation or lawsuit without prior approval of at least two-thirds of the voting interest of the Unit Owners in the condominium.
- N. To defend in the name of the Association any and all lawsuits wherein the MEADOW VISTA CONDOMINIUM is a party defendant.
- O. To enter into contracts necessary to carry out the duties herein set forth.
- P. To establish a bank account for the MEADOW VISTA 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.
- Q. In general, to act for and carry on the administration and affairs of the Association as authorized and prescribed by the Declaration, and to do all those things which are necessary and reasonable in order to carry out the governance and operation of the MEADOW VISTA CONDOMINIUM.
- R. To make repairs, alterations, additions, and improvements to the general common and limited common elements consistent with managing the condominium in the best interests of the Unit Owners.
- S. To provide for the perpetual maintenance of the general common open area and landscaping, the parking areas and driving lanes, and to make any assessments necessary for such maintenance as provided herein.
- T. To arrange, keep, maintain and renew the insurance for the Association as set forth in the Declaration.
- U. To carry out the duties and responsibilities of the Board in all other matters as may be authorized, needed or required by the Declaration.

IX.

VACANCIES AND REMOVAL

Should a vacancy occur on the Board of Directors, the Board, subject to the exception described below, shall appoint a member of the Association to serve for the unexpired term. Such vacancy shall be filled no later than the next regular Board meeting after which it occurs. Should such vacancy not be filled by the Board 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 voting interests in the MEADOW VISTA CONDOMINIUM. Such vacancy shall be filled by the Association. Such removal matter must be announced in the notice of such regular or special 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 who are hired by the Board of Directors.

XI.

MANAGERS

In the event that the Board of Directors elects to hire a Manager, the Manager shall be appointed and/or removed by the Board of Directors. The Manager [or any member of the Board or Association handling Association funds or having power to withdraw or spend such funds] may be required to be bonded, and shall maintain records of the financial affairs of the condominium. Such records shall also detail all assessments made by the Association and the status of payments of said assessments by all Unit Owners. All records shall be available for examination during normal business hours to any Unit Owner or their assigned representative. All functions and duties herein provided for the Manager may be performed by the Board, or the Chairman, if the Board should decide not have a Manager.

A. **Accounts:** The receipts and expenditures of the Association shall be under the direction of the Manager and be classified as appropriate into general common expenses and limited common expenses, and shall include a provision for current expenses which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or betterments. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year. Other budget items may be provided for in the discretion of the Manager.

B. **Budget:** The Manager, or if no manager has been appointed, the Board, shall prepare and submit a budget to the Board and the unit owners each calendar year, which must be approved and adopted by the Board, and a majority of the unit owners in attendance at the annual meeting. The budget shall include the estimated funds required to defray the general common and limited common

expenses, and to provide and maintain funds for the foregoing accounts according to good accounting practices.

Copies of the budget and proposed assessments shall be transmitted to each member on or before August 15 of the year preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

- C. Financial Report: An audit and financial report of the accounts of the Association shall be made annually. The audit and financial report may be made either by the Manager, the Treasurer of the Association, or by a Certified Public Accountant. The Board of Directors shall determine who shall complete the audit and financial report. A copy of the financial report shall be furnished to each member no later than March 1st of each year for which the report 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 designate. If there is no Manager or if the Manager resigns, is terminated or his contract expires, the Board shall perform all the duties of the Manager.

XII.

AMENDMENT OF BYLAWS

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

XIII.

ASSESSMENTS

In accordance with the percentage of interest in the general common elements as set forth in the Declaration, each Unit Owner shall be assessed for general common expenses. Such assessments, and assessments for limited common expenses, shall be collected and paid according to the terms and under the procedures more particularly set forth in the Declaration. The amount of assessments described above and any other assessments allowed by these Bylaws, the Declaration, and by the State of Montana, shall be fixed by the Board of Directors in accordance with the budget presented and approved by the unit owners at the annual meeting. 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 Bylaws, a Declaration whereby the properties known as the MEADOW VISTA CONDOMINIUM are submitted subject 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 Bylaws and the Declaration are in conflict, the Declaration shall prevail.

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

By virtue of these Bylaws and the Declaration, each Unit Owner has the right to membership in the Association of Unit Owners and any Unit Owner may be on the Board of Directors of the MEADOW VISTA CONDOMINIUM.

The MEADOW VISTA CONDOMINIUM Association of Unit Owners and its Board of Directors shall have the primary and final authority on all matters solely affecting the condominium area, subject to the laws, rules and regulations of the City of Bozeman, the County of Gallatin, and the State of Montana.

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

Chuck Hinesley
Morgan Hinesley

And, the Declarant hereby declares and affirms the adoption of the foregoing Bylaws on the 10th day of May, 2001.

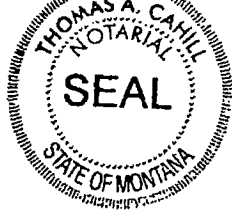
HINESLEY FAMILY LIMITED PARTNERSHIP NO. 1

BY: Charles W. Hinesley
CHARLES W. HINESLEY, General Partner

STATE OF MONTANA)
:ss
County of Gallatin)

On this 10th day of May, 2001, before me, a Notary Public in and for the State of Montana, personally appeared CHARLES W. HINESLEY, known to me to be a General Partner of Hinesley Family Limited Partnership No. 1, whose name is subscribed to the within instrument, and acknowledged to me that said limited partnership executed the same.

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



Thomas A. Cahill
Notary Public for the State of Montana
Residing at: Bozeman, MT
My commission expires: 8-15-2004



2044897
Page: 1 of 8
08/13/2001 04:24P

R-14642-ALTC

SUPPLEMENTAL DECLARATION

for the

MEADOW VISTA CONDOMINIUM
(Phases I and II)



SUPPLEMENTAL DECLARATION FOR

THE

MEADOW VISTA CONDOMINIUM

By this Supplemental Declaration made this 13th day of August, 2001, HINESLEY FAMILY LIMITED PARTNERSHIP NO. 1, a Montana limited liability partnership, of Bozeman, Montana, the undersigned, amends the prior Declaration for MEADOW VISTA CONDOMINIUM filed with the Clerk and Recorder of Gallatin County, Montana, on the 16th day of May, 2001, as Document No. 2307233, 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. The second section of Paragraph 1 of Article II of the Declaration, Description, is amended to read:

The condominium units in Phase Two consist of 8 separate units numbered 2A through 2H. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as this MEADOW VISTA Declaration and Bylaws are in effect.

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

Condominium Units

Each Unit, together with the appurtenant undivided interest in the common elements of MEADOW VISTA shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units in Phases I and II comprising the condominium are contained in two buildings.

4. 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:

PHASES I AND II

<u>UNIT NO.</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
<u>BUILDING NO. 1</u>		
1A	1,308	7.05%
1B	1,000	5.39%
1C	1,000	5.39%
1D	1,308	7.05%
1E	1,328	7.17%
1F	1,020	5.51%
1G	1,020	5.51%
1H	1,328	7.17%
<u>BUILDING NO. 2</u>		
2A	1,000	5.39%
2B	1,308	7.05%
2C	1,308	7.05%
2D	1,000	5.39%
2E	1,000	5.39%
2F	1,308	7.05%
2G	1,308	7.05%
2H	<u>1,000</u>	<u>5.39%</u>
Total	18,544	100.00%



5. The last sentence of paragraph 2 of Article IV, Voting Interest, shall be amended to read:

Each of the units in Phases I and II shall have one vote per unit, for a total of 16 votes.

6. The first sentence of Paragraph 4 of Article IV is amended to read:

Floor Plans and Exhibits

MEADOW VISTA, Phases I and II, will consist of two buildings and the real property described in Exhibit "A" which contains a total of 16 separate MEADOW VISTA Units as shown on the floor plans.

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

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

7. The additional building with the additional eight units contained therein is two stories in height. The principal materials of construction are the same as listed in paragraph 5 of Article IV, Construction Materials.

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

9. Except as amended due to the construction of Phase II of MEADOW VISTA, as set forth above, the Declaration for MEADOW VISTA shall be in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Title 70, Section 23, MCA.

HINESLEY FAMILY LIMITED PARTNERSHIP NO. 1

BY: Charles W. Hinesley
CHARLES W. HINESLEY, General Partner

STATE OF MONTANA)
)ss.
County of Gallatin)

On this 13th day of August, 2001, before me, a Notary Public in and for the State of Montana, personally appeared CHARLES W. HINESLEY, known to me to be the Partner of Hinesley Family Limited Partnership No. 1, whose name is subscribed to the within instrument, and acknowledged to me that said limited liability partnership executed the same.

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



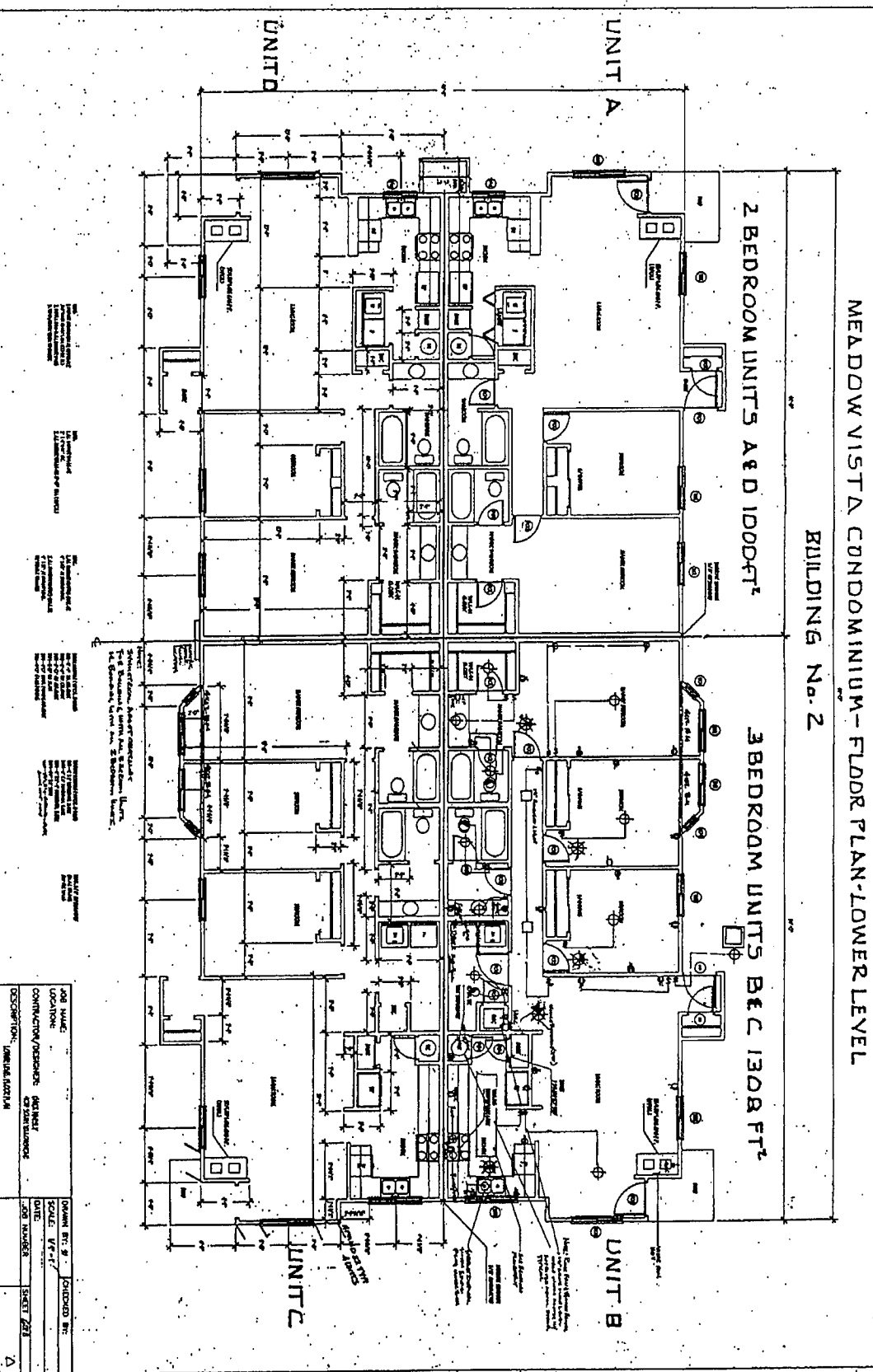
Thomas A. Cahill
Notary Public for the State of Montana
Residing at: Bozeman MT
My commission expires: 8-18-2001

MEADOW VISTA CONDOMINIUM - FLOOR PLAN - LOWER LEVEL

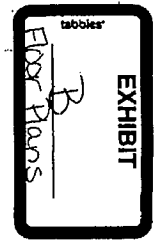
BUILDING No. 2

2 BEDROOM UNITS A & D 1000 FT²

3 BEDROOM UNITS B & C 1308 FT²



JOB TITLE	DESIGNER	DATE
CONTRACTOR/OWNER	DATE	SCALE: 1/8" = 1'-0"
DESCRIPTION	JOB NUMBER	SHEET 2/21

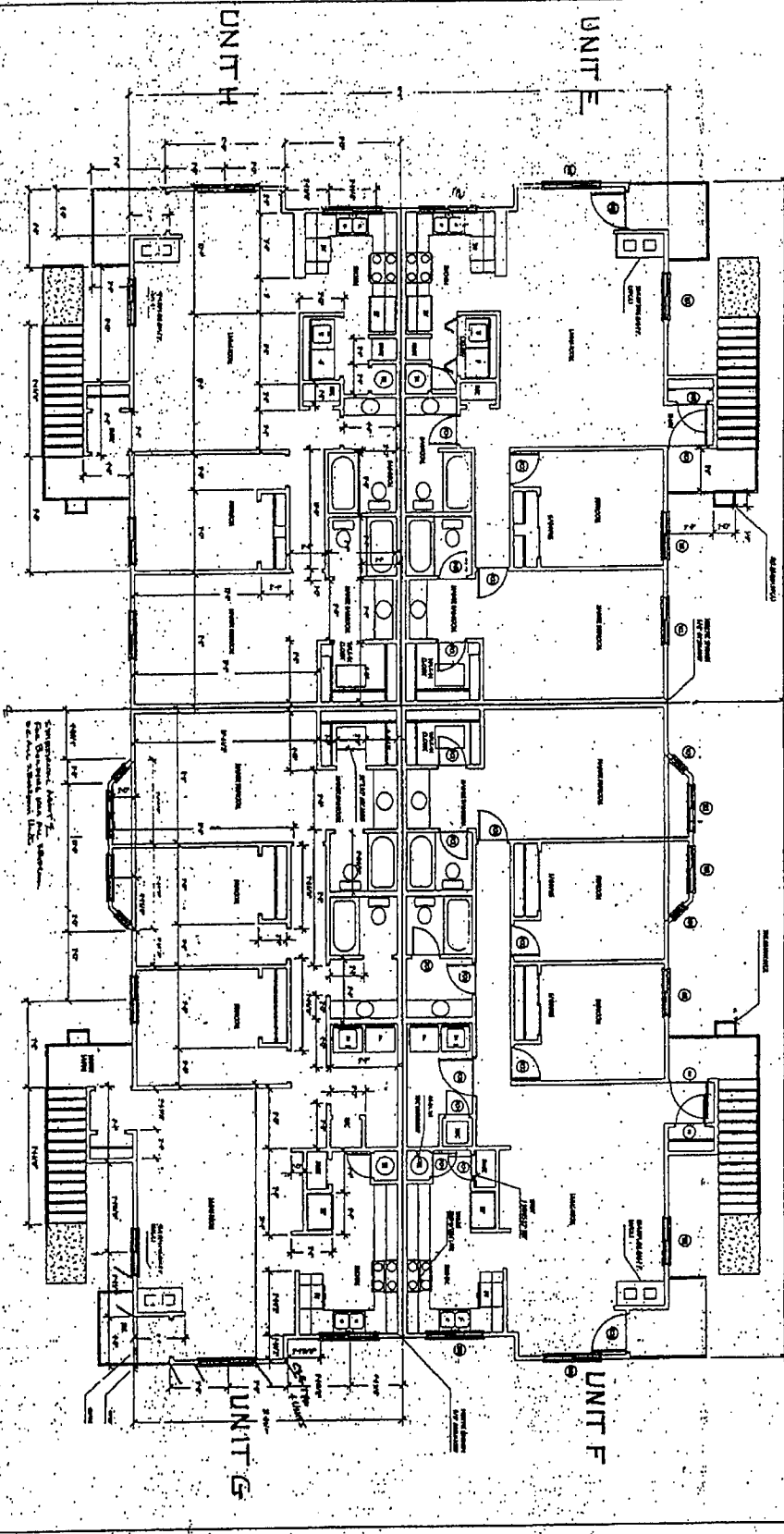


MEADOW VISTA CONDOMINIUM - FLOOR PLAN - UPPER LEVEL

2 BEDROOM UNITS E&H 1000 FT²

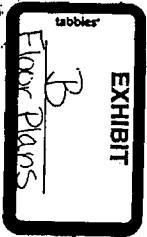
BUILDING NO. 2

3 BEDROOM UNITS F&G 1308 FT²



NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. FINISHES TO BE DETERMINED BY ARCHITECT.
 3. SEE SEPARATE DRAWINGS FOR FINISHES AND SCHEDULES.
 4. ALL WORK TO BE IN ACCORDANCE WITH THE 2000 INTERNATIONAL RESIDENTIAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL ADJACENT PROPERTIES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PUBLIC AREAS.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL TRAFFIC SIGNALS AND LIGHTS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PUBLIC UTILITIES.

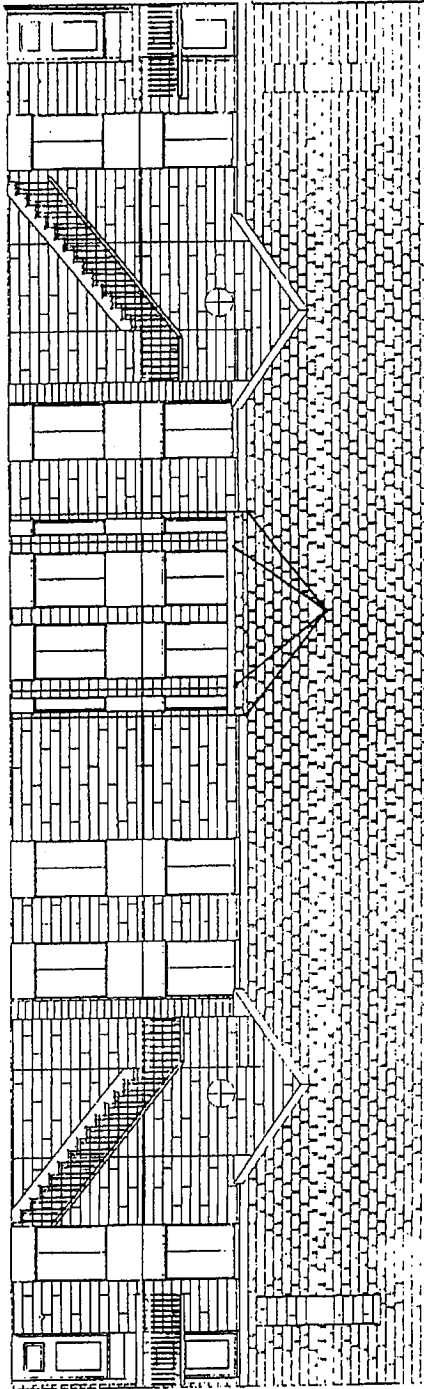
JOB NAME:	OWANN BLDG #	DATE:
LOCATION:	SCALE: 1/8" = 1'-0"	DATE:
CONTRACTOR/OWNER:	DESIGNER:	JOB NUMBER:
DESCRIPTION:	PROJECT NUMBER:	SHEET NO.:



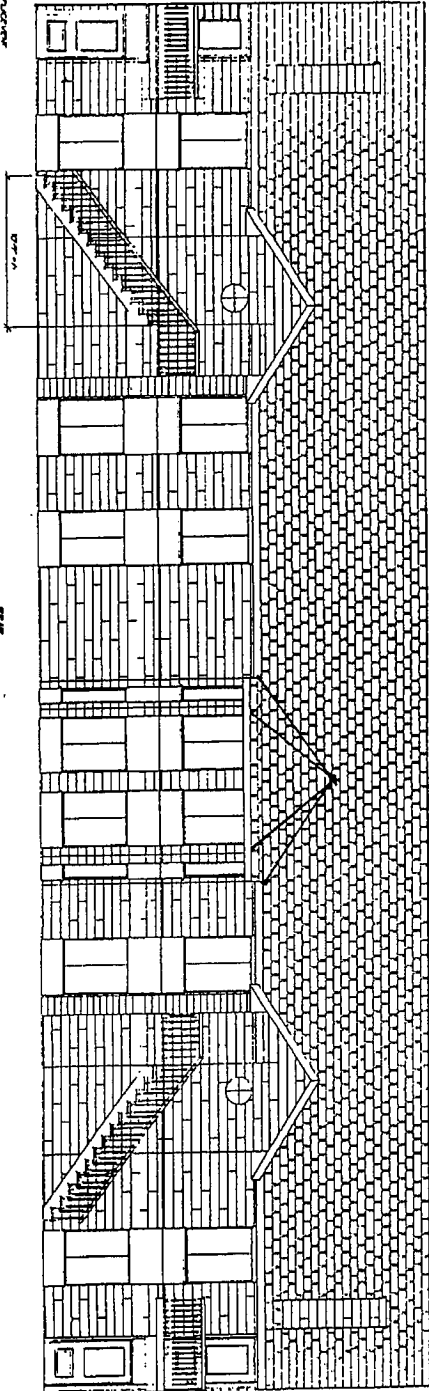
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 Page: 6 of 8
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ELEVATIONS



MEADOW VISTA CONDOMINIUM - FRONT(EAST) REAR(WEST)



DATE	11-11-01
BY	JK
PROJECT	MEADOW VISTA CONDOMINIUM
LOCATION	SPRINGFIELD
CONTRACTOR/DESIGNER	BRUNNEN
SCALE	1/4" = 1'-0"
DATE	11-11-01
BY	JK
PROJECT	MEADOW VISTA CONDOMINIUM
LOCATION	SPRINGFIELD
CONTRACTOR/DESIGNER	BRUNNEN
SCALE	1/4" = 1'-0"
DATE	11-11-01
BY	JK





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R-14795-ALTC

SUPPLEMENTAL DECLARATION
for the
MEADOW VISTA CONDOMINIUM



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09/07/2001 04:13P

ENGINEER'S CERTIFICATE

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

That pursuant to the provisions of MCA 70-23-306(2), the floor plans for Building 3 of the Meadow Vista Condominium, located on:

Lot 3-A, Block 4 of North Meadows Subdivision-Phase I, Bozeman, Gallatin County, Montana, on file and of record with the County Clerk and Recorder, Gallatin County, Montana

as duly filed with the Declaration and By-Laws thereof, are an accurate copy of the plans filed with and approved by the City of Bozeman Building Department as indicated by their approval stamp August 1, 2001.

Dated August 17, 2001

Registered Engineer
Registration No. 8709PE



SUPPLEMENTAL DECLARATION FOR

THE

MEADOW VISTA CONDOMINIUM

By this Supplemental Declaration made this 7th day of September, 2001, HINESLEY FAMILY LIMITED PARTNERSHIP NO. 1, a Montana limited liability partnership, of Bozeman, Montana, the undersigned, amends the prior Declaration for MEADOW VISTA CONDOMINIUM filed with the Clerk and Recorder of Gallatin County, Montana, on the 16th day of May, 2001, at 3:14 a.m., as Document No. 2037233, 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. The second section of Paragraph 1 of Article II of the Declaration, Description, is amended to read:

The condominium units in Phase Three consist of 8 separate units numbered 3A through 3H. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as this MEADOW VISTA Declaration and Bylaws are in effect.

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

Condominium Units

Each Unit, together with the appurtenant undivided interest in the common elements of MEADOW VISTA shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units in Phases I, II and III comprising the condominium are contained in three buildings.

4. 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:

PHASES I, II and III

<u>UNIT NO.</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
<u>BUILDING NO. 1</u>		
1A	1,308	4.71%
1B	1,000	3.60%
1C	1,000	3.60%
1D	1,308	4.71%
1E	1,328	4.78%
1F	1,020	3.67%
1G	1,020	3.67%
1H	1,328	4.78%
<u>BUILDING NO. 2</u>		
2A	1,000	3.60%
2B	1,308	4.71%
2C	1,308	4.71%
2D	1,000	3.60%
2E	1,000	3.60%
2F	1,308	4.71%
2G	1,308	4.71%
2H	1,000	3.60%



BUILDING NO. 3

3A	1,000	3.60%
3B	1,308	4.71%
3C	1,308	4.71%
3D	1,000	3.60%
3E	1,000	3.60%
3F	1,308	4.71%
3G	1,308	4.71%
3H	<u>1,000</u>	<u>3.60%</u>
Total	27,776	100.00%

5. The last sentence of paragraph 2 of Article IV, Voting Interest, shall be amended to read:

Each of the units in Phases I, II and III shall have one vote per unit, for a total of 24 votes.

6. The first sentence of Paragraph 4 of Article IV is amended to read:

Floor Plans and Exhibits

MEADOW VISTA, Phases I, II and III, will consist of three buildings and the real property described in Exhibit "A" which contains a total of 24 separate MEADOW VISTA Units as shown on the floor plans.

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

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

7. The additional building with the additional eight units contained therein is two stories in height. The principal materials of construction are the same as listed in paragraph 5 of Article IV, Construction Materials.

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

9. Except as amended due to the construction of Phase III of MEADOW VISTA, as set forth above, the Declaration for MEADOW VISTA shall be in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Title 70, Section 23, MCA.

HINESLEY FAMILY LIMITED PARTNERSHIP NO. 1

BY: Charles W. Hinesley Sr.
CHARLES W. HINESLEY, General Partner

STATE OF MONTANA)
)ss.
County of Gallatin)

On this 7th day of September, 2001, before me, a Notary Public in and for the State of Montana, personally appeared CHARLES W. HINESLEY, known to me to be the Partner of Hinesley Family Limited Partnership No. 1, whose name is subscribed to the within instrument, and acknowledged to me that said limited liability partnership executed the same.



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Page: 5 of 10
09/07/2001 04:13P

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

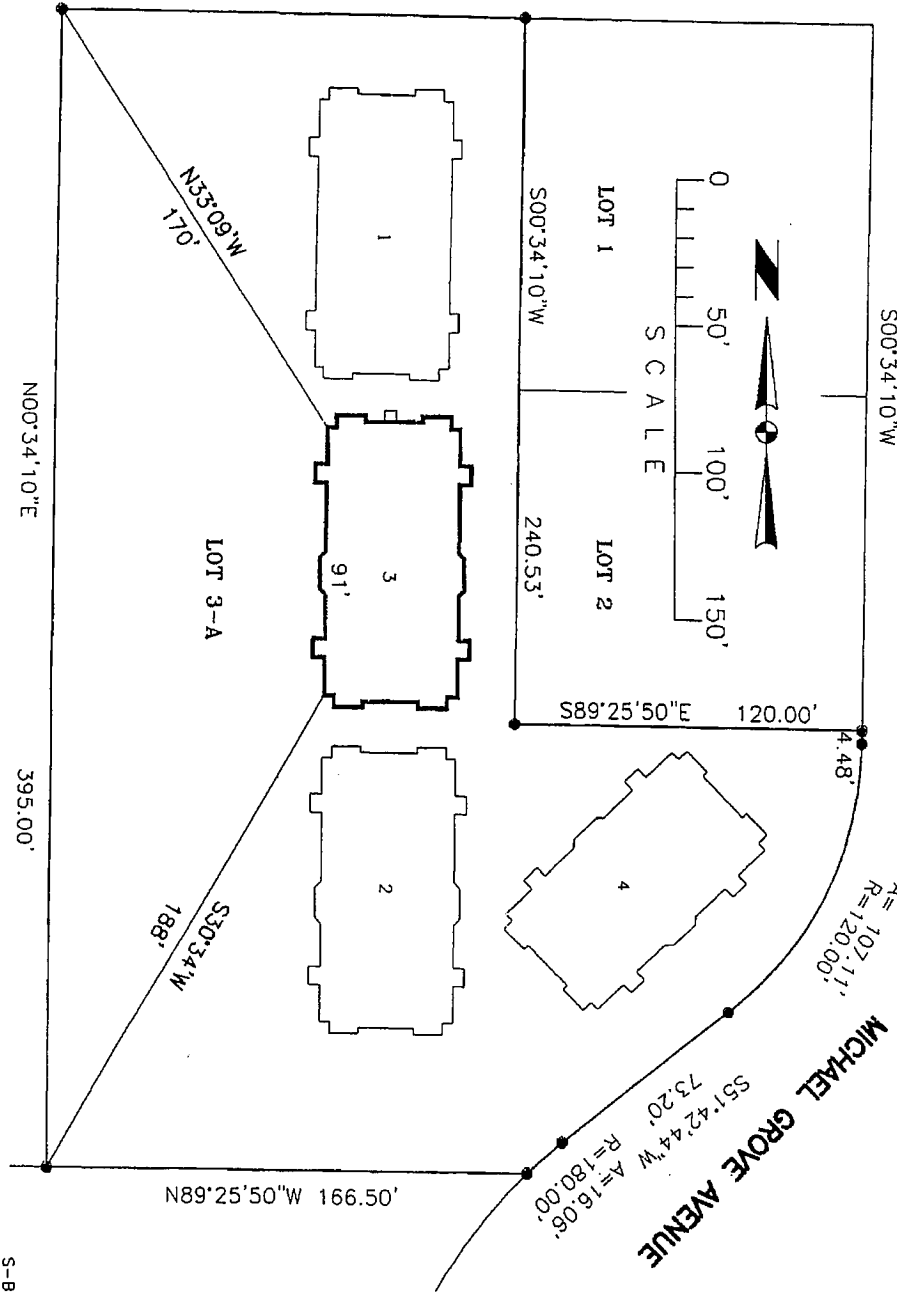


Notary Public for the State of Montana
Residing at: Basina - MT
My commission expires: 8-15-2004



VILLARD STREET

S89°25'50"E 160.25'



LOT 3-A, BLOCK 4
NORTH MEADOWS SUBDIVISION, PHASE 1
BOZEMAN, MONTANA

SITE PLAN

N00°34'10"E

395.00'

S30°34'W
188'

N89°25'50"W 166.50'

MICHAEL GROVE AVENUE
S51°42'44"W
73.20'
R=180.00' A=16.06'

A=107.11'
R=120.00'

tabbles
EXHIBIT
C
Site Plans

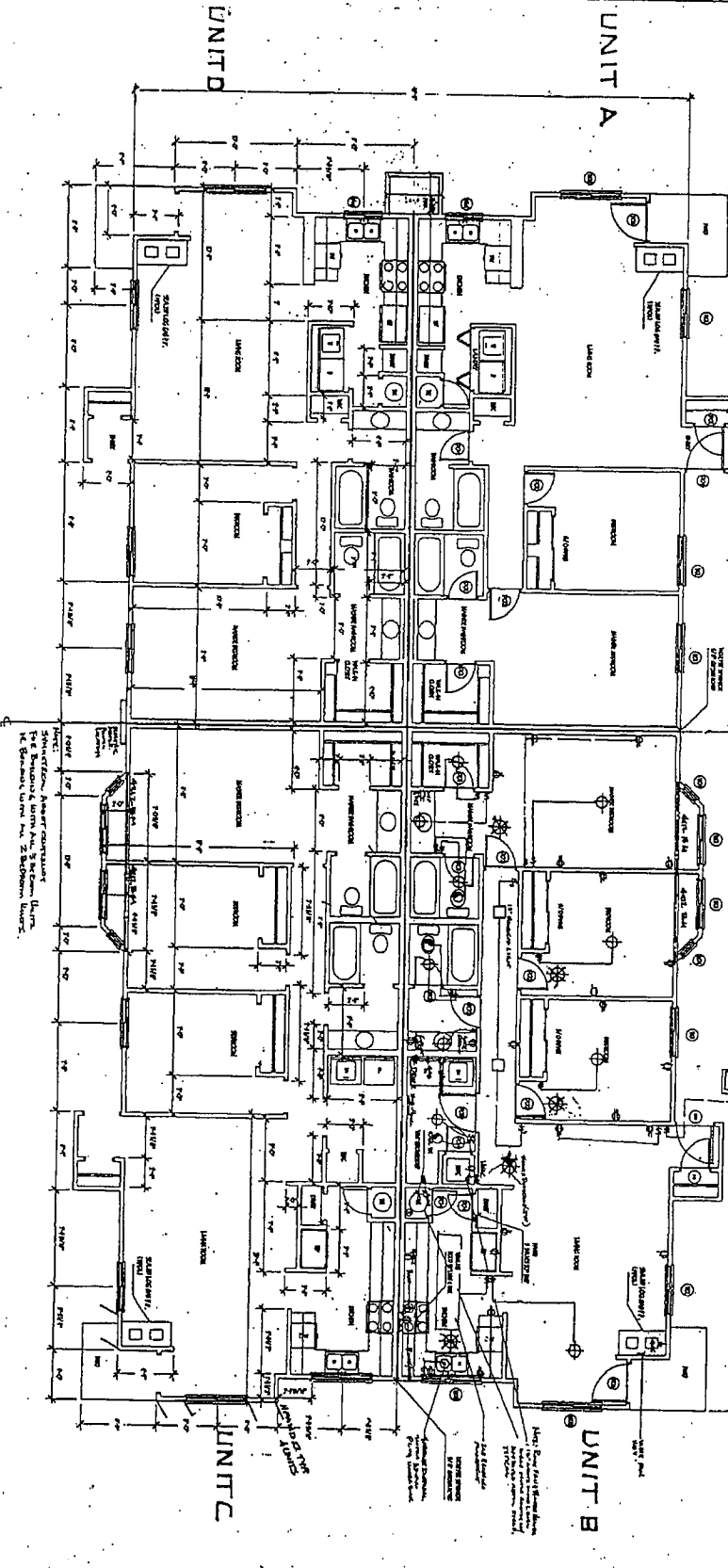
S-BLDGS3.dwg LAYOUT BD-3 8/17/01
TDR
HOWARD DEAN & HOSEINS, INC.
REGISTERED PROFESSIONAL ARCHITECTS
BOZEMAN, MONTANA

MEADOW VISTA CONDOMINIUM - FLOOR PLAN - LOWER LEVEL

BUILDING No. 3

2 BEDROOM UNITS A & D 1000 FT²

3 BEDROOM UNITS B & C 1300 FT²



- 1. MEADOW VISTA CONDOMINIUM - FLOOR PLAN - LOWER LEVEL
- 2. BUILDING No. 3
- 3. 2 BEDROOM UNITS A & D 1000 FT²
- 4. 3 BEDROOM UNITS B & C 1300 FT²
- 5. UNIT A
- 6. UNIT B
- 7. UNIT C
- 8. UNIT D

JOB NAME:	MEADOW VISTA CONDOMINIUM - FLOOR PLAN - LOWER LEVEL	DRAWN BY:	BR	CHECKED BY:	BR
LOCATION:	MEADOW VISTA CONDOMINIUM - BUILDING No. 3	SCALE:	1/4" = 1'-0"	DATE:	09/07/2001
CONTRACTOR/DESIGNER:	LOVELL ARCHITECTS	JOB NUMBER:	MEV-03-01	SHEET:	270
DESCRIPTION:	LOWER LEVEL PLAN				

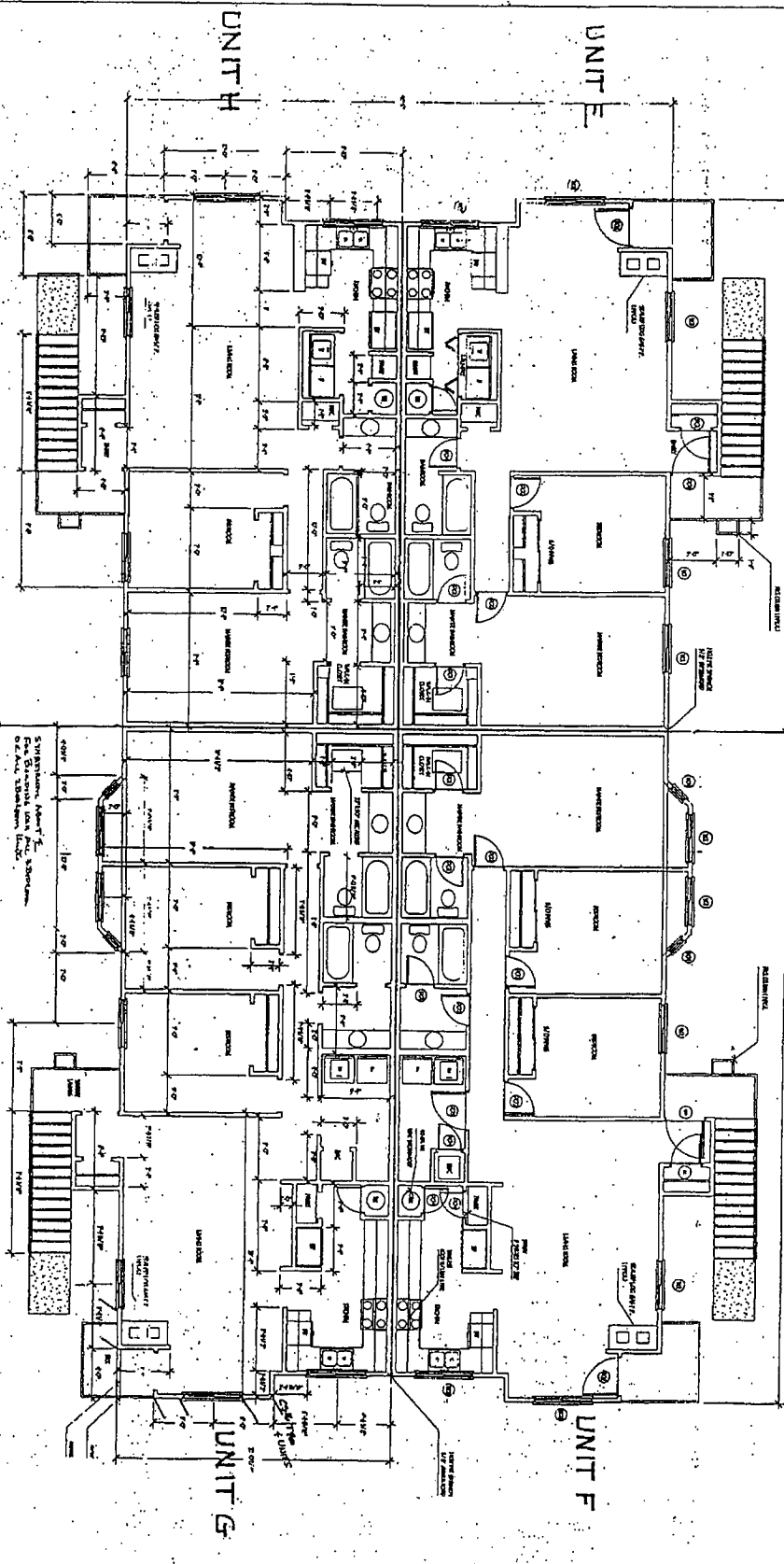
tabbles[®]
 EXHIBIT
 B
 Floor Plans

MEADOW VISTA CONDOMINIUM - FLOOR PLAN - UPPER LEVEL

2 BEDROOM UNITS E & H 1000 FT²

BUILDING NO. 3

3 BEDROOM UNITS F & G 1308 FT²



- 1. ALL ROOMS SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 2. ALL WALLS SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 3. ALL FLOORS SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 4. ALL CEILING SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 5. ALL LIGHT FIXTURES SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 6. ALL ELECTRICAL SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 7. ALL MECHANICAL SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 8. ALL PAINT SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 9. ALL GLASS SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 10. ALL METALS SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 11. ALL CERAMIC SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 12. ALL TILE SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 13. ALL CARPET SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 14. ALL WOOD SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 15. ALL STAIRS SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 16. ALL BALCONIES SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 17. ALL TERRACES SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 18. ALL DRIVEWAYS SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 19. ALL PAVEMENT SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.
- 20. ALL LANDSCAPING SHALL BE FINISHED TO THE FINISHES SHOWN ON THESE PLANS.

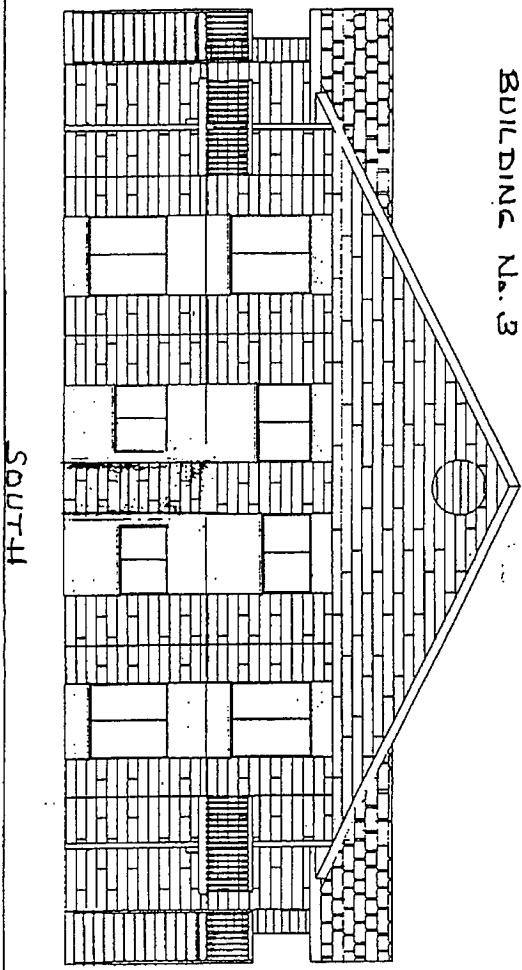
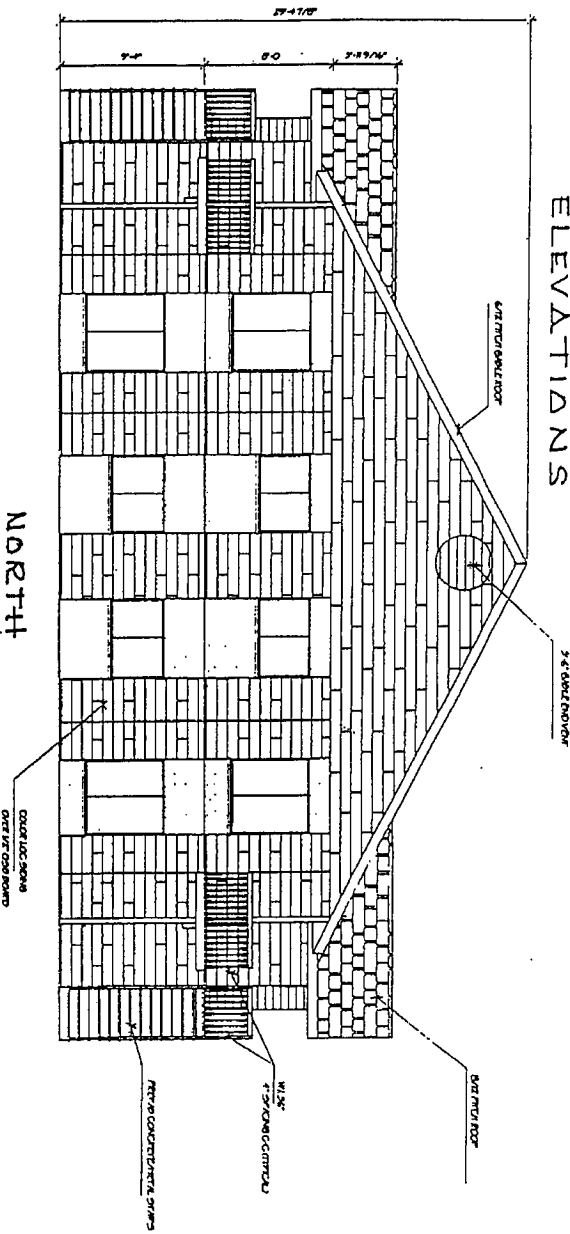
JOB TITLE:	DESIGNER:	DATE:
LOCATION:	CONTRACTOR/RESORCE:	SHEET NO.:
DESCRIPTION:	UNIT NO.:	SHEET TOTAL:

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 Page: 8 of 10
 09/07/2001 04:13P
 Shelley Vance-Gallatin Co MT MISC 60.00



ELEVATIONS

MEADOW VISTA CONDOMINIUMS - SIDE ELEVATION
BUILDING No. 3



NOTE: ALL VENT STACKS TO EXTEND 2\"/>

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EXHIBIT

B

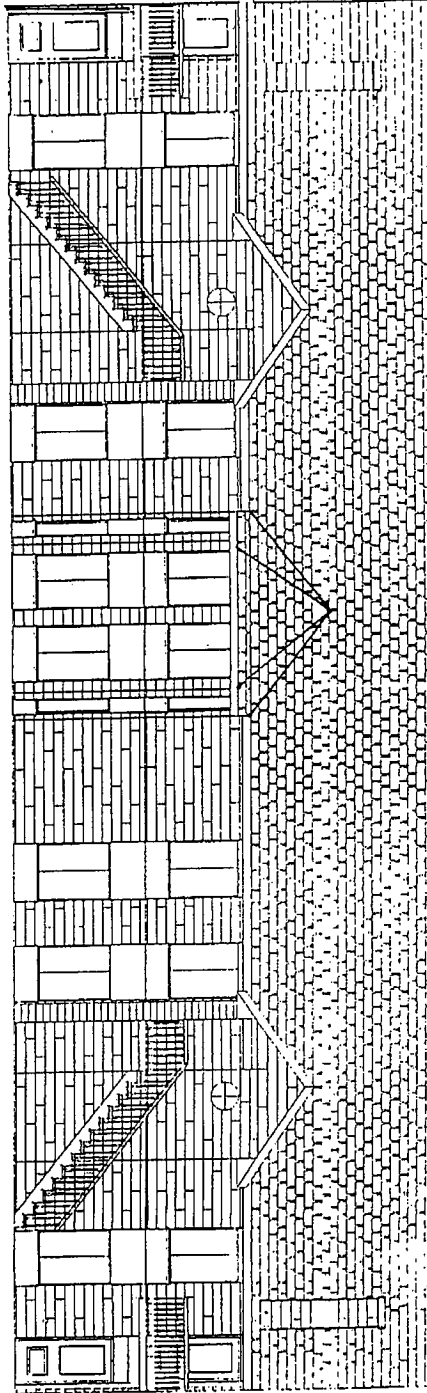
Elevations



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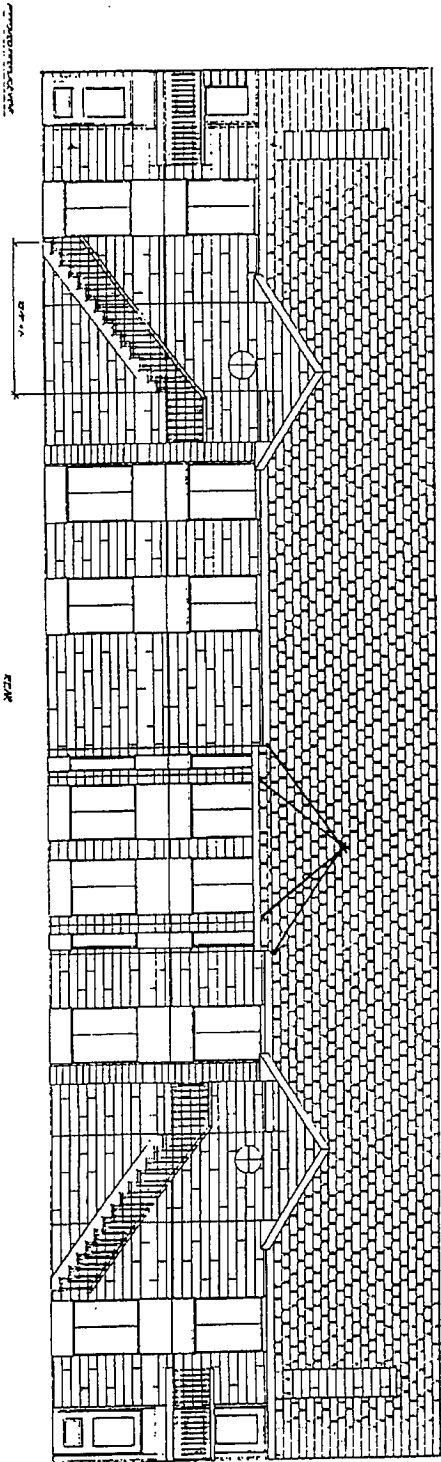
Page: 18 of 18
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ELEVATIONS



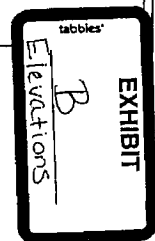
FRONT

MEADOW VISTA CONDOMINIUM - FRONT (EAST) REAR (WEST)
BUILDING N. 3



REAR

JOB NAME	MEADOW VISTA
LOCATION	MEADOW VISTA
CONTRACTOR/DESIGNER	OSBORN
DATE	09/07/01
SCALE	1/4" = 1'-0"
DATE	09/07/01
BY	OSBORN
CHECKED	OSBORN
DATE	09/07/01
PROJECT NO.	2047273
DATE	09/07/01





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Page: 1 of 11
01/31/2002 04:04P

Shelley Vance-Callatin Co MT MISC 66.00

R-15764-ALTR

SUPPLEMENTAL DECLARATION
for the
MEADOW VISTA CONDOMINIUM



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Page: 2 of 11
01/31/2002 04:04P

ENGINEER'S CERTIFICATE

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

That pursuant to the provisions of MCA 70-23-306(2), the floor plans for Building 4 of the Meadow Vista Condominium, located on:

Lot 3-A, Block 4 of North Meadows Subdivision-Phase I, Bozeman, Gallatin County, Montana, on file and of record with the County Clerk and Recorder, Gallatin County, Montana

as duly filed with the Declaration and By-Laws thereof, are an accurate copy of the plans filed with and approved by the City of Bozeman Building Department as indicated by their approval stamp January 11, 2002.

Dated January 23, 2002

Registered Engineer
Registration No. 8709PE



SUPPLEMENTAL DECLARATION FOR
THE
MEADOW VISTA CONDOMINIUM

By this Supplemental Declaration made this 31st day of January, 2002, HINESLEY FAMILY LIMITED PARTNERSHIP NO. 1, a Montana limited liability partnership, of Bozeman, Montana, the undersigned, amends the prior Declaration for MEADOW VISTA CONDOMINIUM filed with the Clerk and Recorder of Gallatin County, Montana, on the 7th day of September, 2001, at 4:13 P.m., as Document No. 2047273, 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. The second section of Paragraph 1 of Article II of the Declaration, Description, is amended to read:

The condominium units in Phase Four consist of 8 separate units numbered 4A through 4H. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as this MEADOW VISTA Declaration and Bylaws are in effect.

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

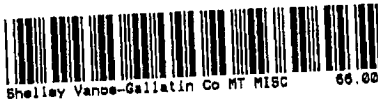
Condominium Units

Each Unit, together with the appurtenant undivided interest in the common elements of MEADOW VISTA shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units in Phases I, II, III and IV comprising the condominium are contained in four buildings.

4. 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:

PHASES I, II, III and IV

<u>UNIT NO.</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
<u>BUILDING NO. 1</u>		
1A	1,308	3.62%
1B	1,000	2.77%
1C	1,000	2.77%
1D	1,308	3.62%
1E	1,328	3.68%
1F	1,020	2.83%
1G	1,020	2.83%
1H	1,328	3.68%
<u>BUILDING NO. 2</u>		
2A	1,000	2.77%
2B	1,308	3.62%
2C	1,308	3.62%
2D	1,000	2.77%
2E	1,000	2.77%
2F	1,308	3.62%
2G	1,308	3.62%
2H	1,000	2.77%



BUILDING NO. 3

3A	1,000	2.77%
3B	1,308	3.62%
3C	1,308	3.62%
3D	1,000	2.77%
3E	1,000	2.77%
3F	1,308	3.62%
3G	1,308	3.62%
3H	1,000	2.77%

BUILDING NO. 4

4A	1,308	3.62%
4B	775	2.15%
4C	775	2.15%
4D	1,308	3.62%
4E	1,308	3.62%
4F	775	2.15%
4G	775	2.15%
4H	<u>1,308</u>	<u>3.62%</u>
Total	36,108	100.00%

5. The last sentence of paragraph 2 of Article IV, Voting Interest, shall be amended to read:

Each of the units in Phases I, II, III and IV shall have one vote per unit, for a total of 32 votes.

6. The first sentence of Paragraph 4 of Article IV is amended to read:

Floor Plans and Exhibits

MEADOW VISTA, Phases I, II, III and IV, will consist of four buildings and the real property described in Exhibit "A" which contains a total of 32 separate MEADOW VISTA Units as shown on the floor plans.

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

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

7. The additional building with the additional eight units contained therein is two stories in height. The principal materials of construction are the same as listed in paragraph 5 of Article IV, Construction Materials.

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

9. Except as amended due to the construction of Phase IV of MEADOW VISTA, as set forth above, the Declaration for MEADOW VISTA shall be in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Title 70, Section 23, MCA.

HINESLEY FAMILY LIMITED PARTNERSHIP NO. 1

BY: *Charles W. Hinesley*
CHARLES W. HINESLEY, General Partner

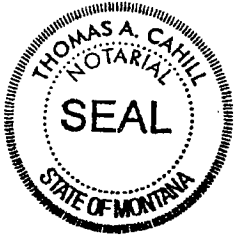
STATE OF MONTANA)
:ss.
County of Gallatin)

On this 31st day of January, 2002, before me, a Notary Public in and for the State of Montana, personally appeared CHARLES W. HINESLEY, known to me to be the Partner of Hinesley Family Limited Partnership No. 1, whose name is subscribed to the within instrument, and acknowledged to me that said limited liability partnership executed the same.

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

Thomas A. Cahill

Notary Public for the State of Montana
Thomas A Cahill
Printed Name
Residing at: Bozeman MT
My commission expires: 8-18-2004





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VILLARD STREET

S89°25'50"E 160.25'

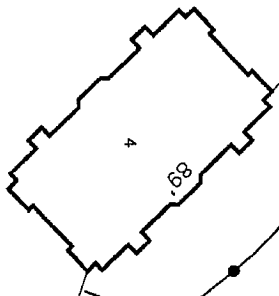
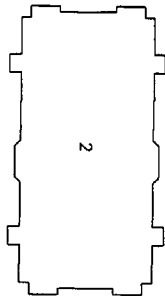
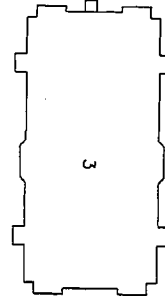
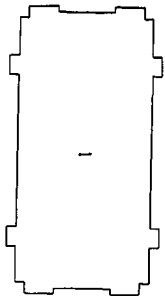
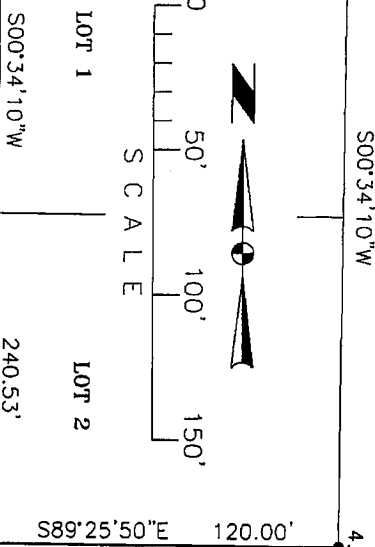
LOT 3-A, BLOCK 4 NORTH MEADOWS SUBDIVISION, PHASE 1 BOZEMAN, MONTANA

MEADOW VISTA CONDOMINIUM
SITE PLAN - PHASE IV

N00°34'10"E

395.00'

N89°25'50"W 166.50'



MICHAEL GROVE AVENUE

4.48'

N42°18'E 49'

A=107.11' R=120.00'

S51°42'44"W 73.20' R=180.00' A=16.06'

N18°35'E 59'

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EXHIBIT

C

Site Plan

S-BLDGSA.dwg LAYOUT BD-3

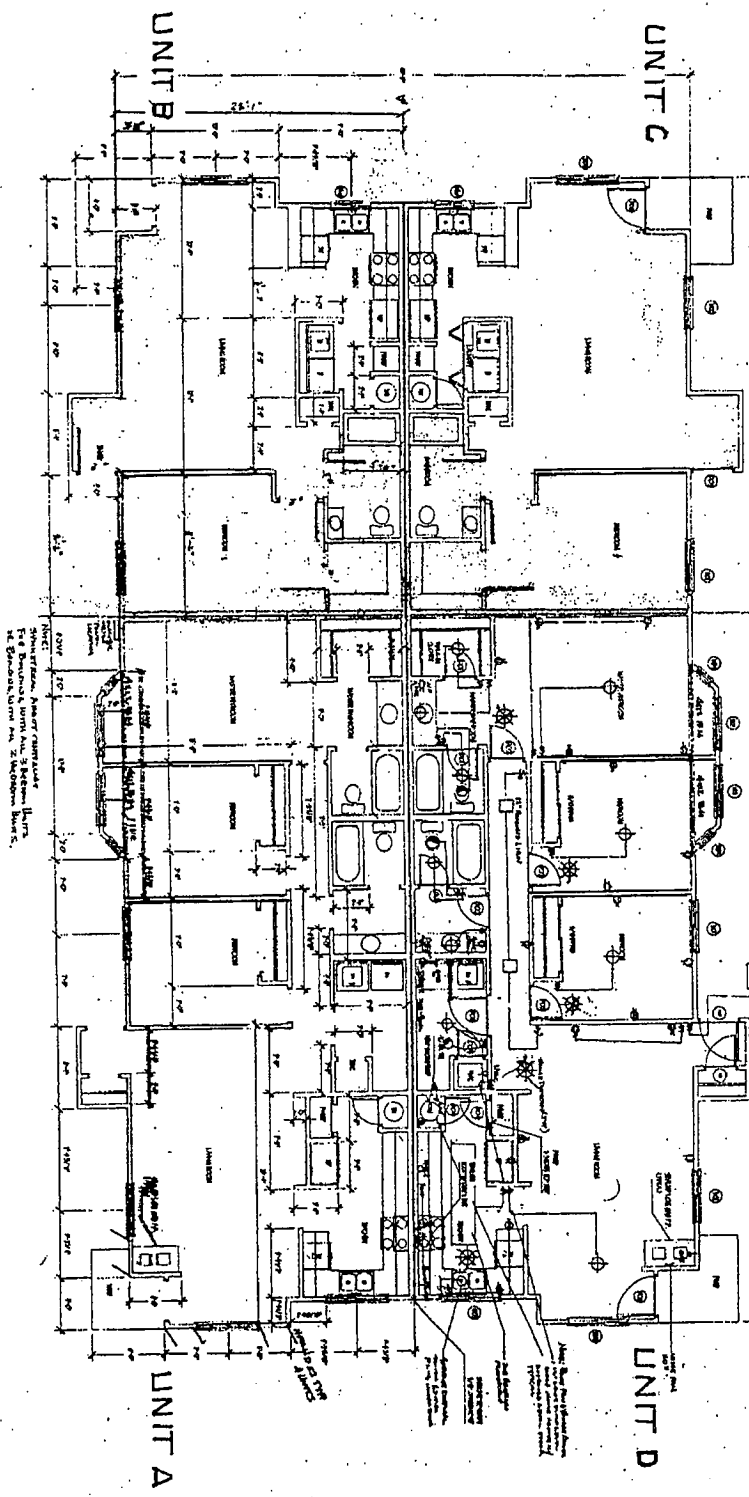
1/24/02



MEADOW VISTA CONDOMINIUM - FLOOR PLAN - LOWER LEVEL

BUILDING No. 4

1 BEDROOM UNITS B & C 775 FT² EA. 3 BEDROOM UNITS A & D 1308 FT² EA.



OWNER: MEADOW VISTA CONDOMINIUM ASSOCIATION
 ARCHITECT: SHELLY VANCE-GALLATIN CO. MT M16C
 1400 10TH AVENUE, SUITE 200, MISSOULA, MT 59801
 406-543-1111

JOB NAME:	KOSMOS LOBBY	DESIGNED BY:	
LOCATION:	KOSMOS LOBBY	SCALE:	1/4" = 1'
CONTRACTOR/DESIGNER:	KOSMOS LOBBY	DATE:	07/21/01
DESCRIPTION:	LOBBY KOSMOS	JOB NUMBER:	3000
		SHEET:	27

tabbies
 EXHIBIT
 B
 Floor Plans



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Shelley Vance-Gallatin Co MT MISC

66.00

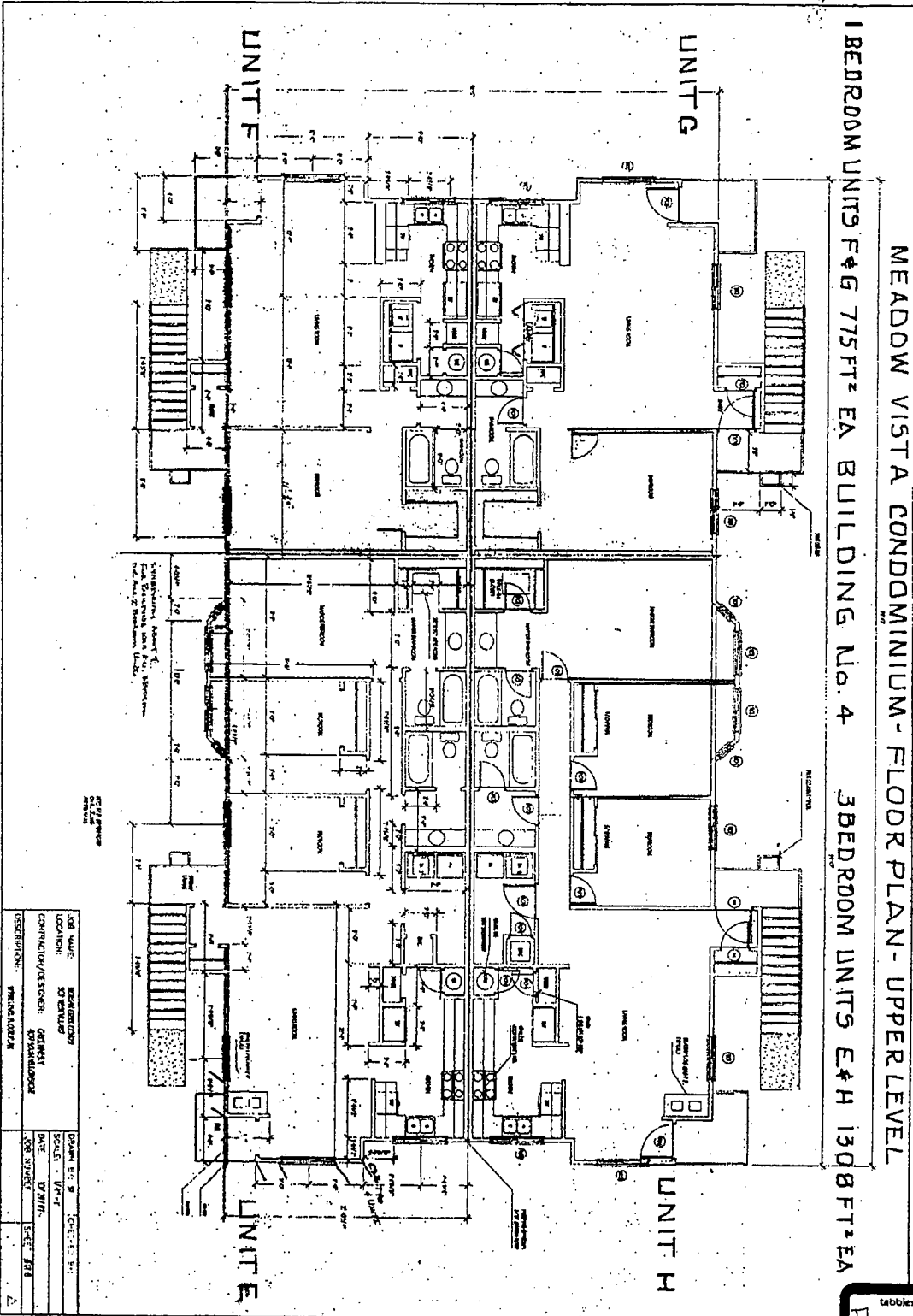
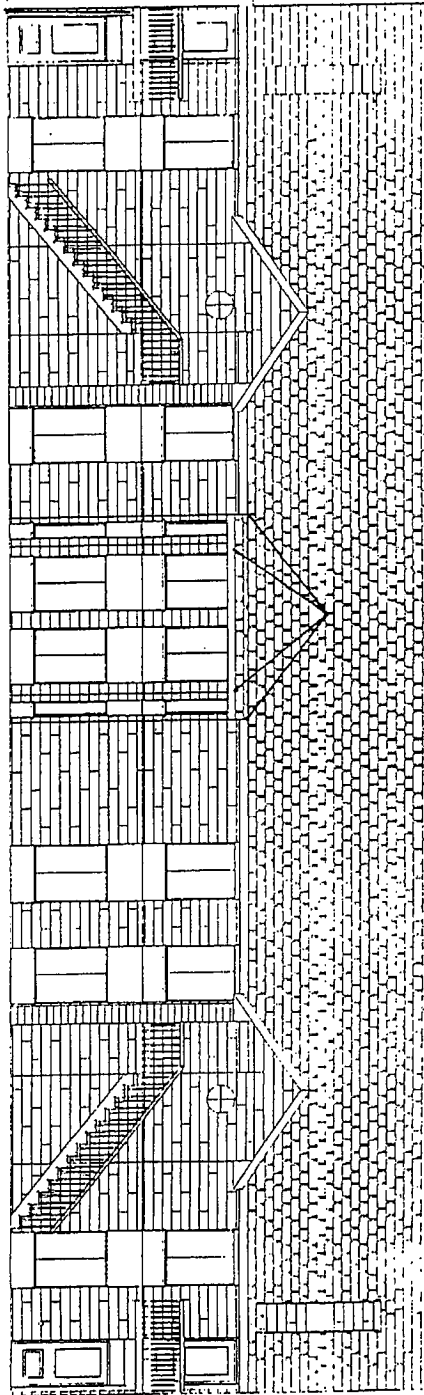


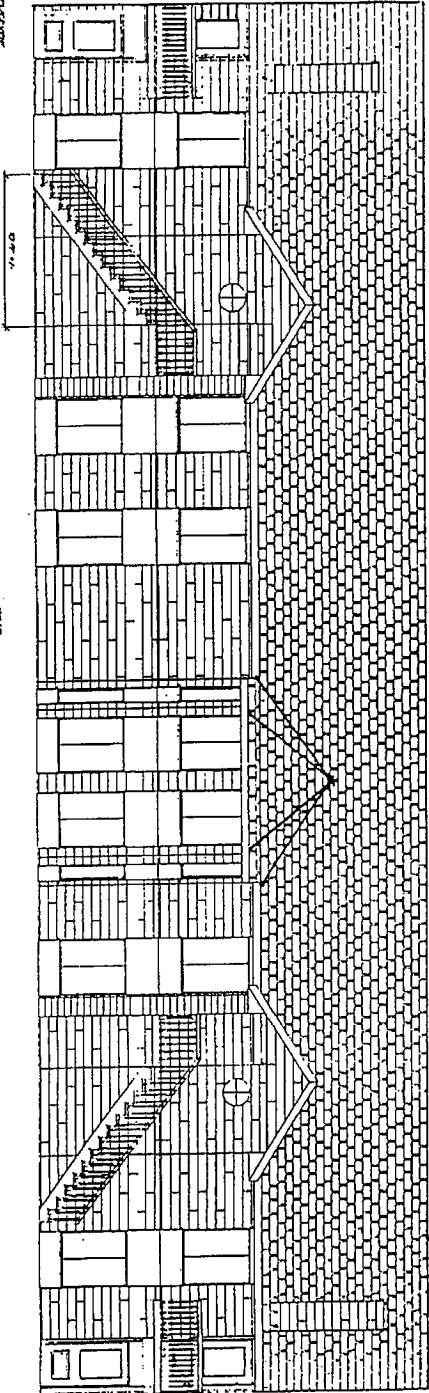
EXHIBIT
B
Floor Plans



ELEVATIONS

FRONT

MEADOW VISTA CONDOMINIUM - FRONT(EAST) REAR(WEST)
BUILDING No. 4



REAR

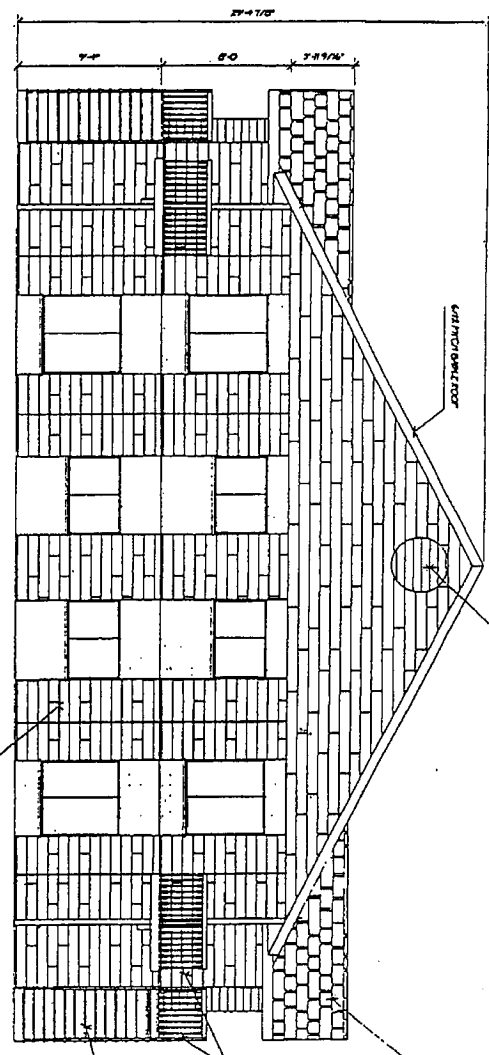
TOP SHEET	DATE
LOCATION	SCALE
CONTRACTOR/DESIGNER	1/2" = 1'
OWNER	DATE
DESIGNER	02/21/02
REVISIONS	

EXHIBIT
B
Elevations



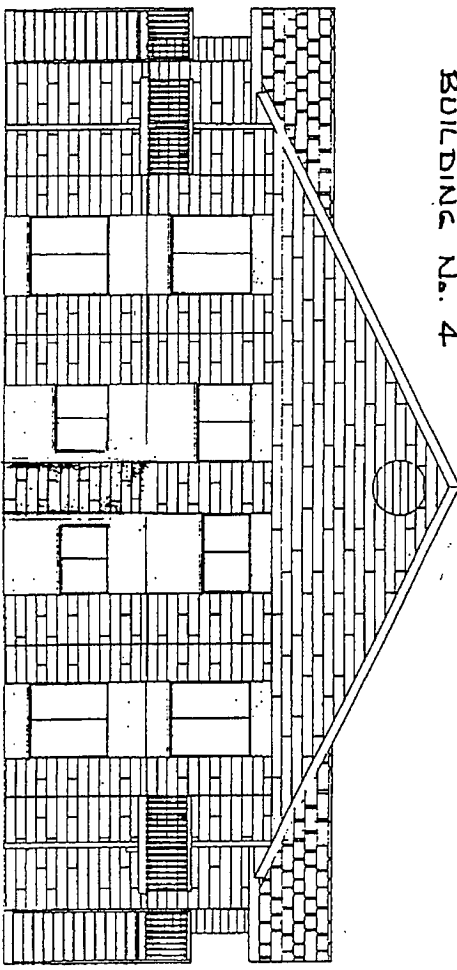
Shelley Vance-Gallatin Co RT MISC 66.00

ELEVATIONS



NORTH

MEADOW VISTA CONDOMINIUMS - SIDE ELEVATION
BUILDING No. 4



SOUTH

NOTE: ALL VENT STACKS TO EXTEND
24\"/>

tabbles
EXHIBIT
B
ELEVATIONS



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Shelley Vance-Gallatin Co MT MISC 66.00

EXHIBIT 'A'

Lot 3-A of the Amended Plat of Lots 3 and 5 in Block 4 of North Meadows Subdivision - Phase 1, to the City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. (Plat J-243-A)