

**RESTATED AND REVISED DECLARATION OF CONDOMINIUM
FOR
BRONZELEAF CONDOMINIUMS**

The BlackLeaf Group, L.L.C., a Montana limited liability company with its principal place of business in Bozeman, Montana (the "Declarant" and the "Developer"), executes this Restated and Revised Declaration of Condominium for BronzeLeaf Condominiums (the "Declaration") made and entered into this 6th day of March 2008 to submit the real property described herein to the provisions of Montana Code Annotated §70-23-101, *et seq.*, known as the Unit Ownership Act, to be known as BronzeLeaf Condominiums ("BronzeLeaf"), as amended to take effect when filed for record in the office of the Gallatin County, Montana, Clerk and Recorder, and as otherwise required by law.

This Restated and Revised Declaration is intended to replace the Declaration recorded August 8, 2006 as Document Number 2237751, Amendment to the Declaration recorded December 7, 2006 as Document Number 2250425, Amendment to the Declaration recorded January 22, 2007 as Document Number 2254397, Supplemental Declaration recorded September 18, 2007 as Document Number 2279141, and Correction to Supplemental Declaration recorded September 19, 2007 as Document Number 2279193.

ARTICLE I

PURPOSE AND CERTAIN DEFINITIONS

1. Purpose. The purpose of this Declaration is to submit and convey the lands described in this Declaration, and the buildings and other improvements constructed or to be constructed on the lands, to the condominium form of ownership and use pursuant to Montana law. **Developer has constructed, or is constructing seven (7) Buildings with twelve (12) Units each, one (1) Building with eight (8) Units each, along with three (3) Garage Structures and seven (7) Carport Structures,** all in accordance with the terms of this Declaration. Developer reserves the right to add additional land and to construct additional Units, but shall not be required to do so.

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

- (a) Plural and Gender. All words or phrases shall be taken to include the singular or plural, according to context, and to include the female, male or neuter gender as may be applicable.

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- (b) Tense. Upon the effective date of this Declaration, use of the present tense shall include the future tense and use of the future tense shall include the past or present tense as may be applicable, particularly where the subject matter relates to completion of an improvement that has not been or already has been completed, as the case may be.
- (c) Successors. References to Developer, owner, or to any entity or association shall include the respective successors, grantees, and assigns thereof.
- (d) Units. The term "Unit" means generally an area defined by surfaces or planes which is capable of being owned as a separate parcel of real property under the Unit Ownership Act, which includes, but is not limited to, the living areas. This Declaration defines a total of up to 92 Units that are capable of being owned as separate parcels of real estate when all phases of planned development are completed.
- (e) Buildings. The term "Buildings" shall refer to any structure containing one or more Units which is constructed on the land submitted to condominium ownership pursuant to the Unit Ownership Act. This Declaration provides for, and defines, up to eight (8) buildings when all phases of planned development are completed.
- (f) Condominium Documents and Property. The Declaration, the Bylaws, all other attached exhibits, and all supplements and amendments constitute the "Condominium Documents." The terms "Condominium Property" or the "Property" include all property, real, personal, or mixed, including such as are sometimes referred to as "facilities," submitted now or later to condominium ownership pursuant to the Unit Ownership Act or owned by the Association if context requires, other than the sole personal property of Developer or any owner.
- (g) Eligible Mortgage Holder. An eligible mortgage holder is the holder of a first mortgage on a Unit estate who has submitted a written request that the Association notify it of any proposed action requiring the consent of a specified percentage of eligible mortgage holders.

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- (h) Parking Structure. The term Parking Structure is either a Garage Structure or Carport Structure which contains designated, separately-identifiable garage stalls and which is constructed on the land submitted to condominium ownership pursuant to the Unit Ownership Act.
- (i) Association. The term "Association" means the BronzeLeaf Condominiums Home Owners Association, Inc., a non-profit corporation organized under Montana Code Annotated §35-2-101, *et seq.*, to serve as the council of the owners of the Units.
- (j) Bylaws. The term "Bylaws" means the Bylaws of the Association.

ARTICLE II

DESCRIPTION OF LAND AND BUILDINGS; PRINCIPAL MATERIALS

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

Tract 1 of COS #985 located in the NW 1/4 of Section 10, T2S, R5E of PMM, Gallatin County, Montana [hereinafter, the "Land"].

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

Reserving unto Declarant and its successors and assigns non-exclusive easements and rights of way for ingress, egress, and utilities and right to construct, use, and convey present and future condominiums, Buildings, and Units located on the Property; along with right, during and for any purpose concerning the construction of any Building and the finishing of any Unit or proposed Unit therein, to use, access, and go upon the general common elements for access, deliveries, and the placement or temporary parking of vehicles, materials, and equipment.

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

2. Site Plan and Description. Attached as Exhibit C is the Site Development Plan which show the eight (8) Buildings, each identified by a street address (all of which are in Bozeman, Montana 59718), along with a designation to the Units to be contained in each Building and the number of levels in each Building, as follows:

<u>Bldg #</u>	<u>Address of Building</u>	<u>No. of Levels</u>	<u>No. of Units</u>
1.	4665 Bembrick (Formerly 565 Bembrick)	3	12
2.	4673 Bembrick (Formerly 573 Bembrick)	3	12
3.	4689 Bembrick (Formerly 587 Bembrick)	3	12
4.	4659 Bembrick (Formerly 559 Bembrick)	3	8
5.	4643 Bembrick (Formerly 543 Bembrick)	3	12
6.	4615 Bembrick (Formerly 513 Bembrick)	3	12
7.	4635 Bembrick (Formerly 525 Bembrick)	3	12
8.	4645 Bembrick (Formerly 537 Bembrick)	3	12

All of the Buildings with the exception of Building 4 will have a basement. In addition, there are three (3) Garage Structures that contain spaces for twelve (12) garages and seven (7) Carport Structures, as set forth on the Site Development Plan.

3. Use. The use for each Building, each Unit contained therein, each Parking Structure, and all common and limited common elements is for residential purposes only, subject, however, to Developer's reserved rights of use as described in Article VI herein.

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4. Service of Process. The name and address of the person designated to



4. Service of Process. The name and address of the person designated to receive service of process for BronzeLeaf, until another designation is filed of record, is Wallis Morger Bryan, 321 East Main, #209, Bozeman, Montana 59715

5. Particulars of Units; Certificate of Architect. Attached to this Declaration as Exhibit D is the floor plan and layout for the Units that are contained in Buildings 1 through 8.

6. Principal Matters. The principal construction materials for each Building and Unit are described on Exhibit E to this Declaration.

ARTICLE III

IDENTIFICATION OF UNITS

1. Location and Numbering of Units. In each Building, the Units will be numbered by floor and Unit, consecutively (e.g., Building No. 1's Address, #2A, designates Unit A on the second level of Building No. 1) as described in Exhibit F.

ARTICLE IV

DESCRIPTION/DEFINITION OF COMMON ELEMENTS AND UNITS

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

1. General Common Elements. The general common elements are the land and all improvements, devices and installations existing for the common use, except the Units and such common elements as are specifically defined as limited common elements. The general common elements include, without being limited thereto, (i) the land, private drives, paths, all personally required by the Association for its functions as the council of co-owners, all outside parking areas, common water system and meter, common lighting system, (ii) all landscaping and plantings, sidewalks, outside lighting systems and fixtures that are not reserved as limited common element for the use of a specific Unit and (iii) all devices or installations existing for common use.

All general sewer, water, electrical, gas, telephone, and other utility or service lines that are not reserved for the use of a particular Unit are general common elements. The general common elements shall include easements to Units for all such lines, wiring, ducts and the like above referred to for the furnishing of utility and other services or systems to the other Units and to the common property and easements of support in every portion of a Unit which contributes to the support of the improvements.

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

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

ARTICLE V

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

1. Fraction of Ownership Interest; Voting Rights

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

1.2. Fractional Interest of Undivided Ownership. At the completion of all Buildings proposed for the BronzeLeaf Condominiums, **each Unit owner shall have a 1/92 fractional interest of undivided ownership in the land and other common elements in BronzeLeaf, and, upon completion, each Unit conclusively shall be presumed to have a value equal to 1/92 of the whole, provided, however, that Declarant may elect not to construct the entire ninety-two (92) Units subject to this Declaration.**

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The Declarant reserves the right to file a supplemental declaration increasing the fractional interest of undivided ownership in the land and other common elements of each Unit owner to the appropriate pro rata share of the same based on the number of Units ultimately constructed in BronzeLeaf. Declarant specifically reserves the right to terminate and conclude this project before constructing all **ninety-two (92)** Units contemplated. The fractional interest may also be changed as provided in Article VI (2).

2. Voting Rights. The initial total number of votes outstanding and entitled to be cast by the owners is **ninety-two (92)**, which is equal to the number of Units in the completed project. The owner or owners (collectively) of each Unit, as such and as an Association member (if applicable) shall be entitled to cast one vote for each Unit. Developer is entitled to cast one vote for each unsold Unit and one vote for each unbuilt Unit in the project.

ARTICLE VI

DEVELOPER'S RESERVED RIGHTS AND POWERS

1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use, designation, restriction or other provision of the Declaration to the contrary, to sell, lease, or rent Units without restriction of any kind. Developer shall have the right to transact on the condominium property any business relating to construction, sale, lease, or rental of Units, including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises and to use common elements to show Units. A sales and rental office, signs, and all items and equipment pertaining to sales or rentals or other facilities furnished by the Developer shall not be considered common elements and shall remain its separate property. Until Developer conveys title, Developer shall be and remain the owner of all Units, all under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent, or lease. Units that have not been built shall not be subject to assessment. Units that have been built and are owned by the Developer shall only be subject to assessment and lien for "current expenses" of the Association as distinguished from assessments for "reserves" or "emergencies" as referred to in the Bylaws, and furthermore Developer shall have the option of either paying such current expense assessment on unsold Units, or, in lieu thereof, to make up any deficiencies existing in the current operational and maintenance expenses of the Condominium. If Developer makes up such deficiencies, the lien of any assessments against its Units shall be automatically discharged but the Association upon request shall satisfy or release such lien in writing.

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1.1. Working Capital Fund. The Developer shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services while Units are under construction and have not yet been sold. The Developer shall establish the initial working capital fund in an amount equal to at least two (2) months of estimated common charges for each Unit when construction of the Units has begun. Any amounts paid into this fund shall not be considered advance payments of regular assessments. The Developer may not use working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while Developer is in control of the Association.

When a Unit for which Developer has made a working capital fund contribution is sold, the Developer will charge, at closing, an amount equal to the working capital fund contribution it made for that Unit and will reimburse itself for that amount. The working capital fund shall be transferred to the Association for deposit to a segregated fund to be used for appropriate purposes (whether as reserves or otherwise) when control of the Association is transferred from the Developer to the Unit owners.

2. Construction of Units and Reservation of Rights to Modify Units without Amendment of the Declaration. Developer reserves the right on its own initiative or pursuant to agreement with the purchaser of a particular Unit, or at the request of mortgagees, any insurance carrier, the architect, or the public authorities to make or authorize variations or adjustments of an insubstantial character that are not meaningfully prejudiced to the rights of owners and do not materially affect such rights or the value of a Unit, which variations or adjustments are permitted without necessity of consent by other owners and shall not constitute an amendment of this Declaration. Variations which do materially affect such rights or value shall be limited to a change in the location of the buildings or a reduction by more than ten percent (10%) in size, physical layout or design of a Unit, except that slight deviations required by construction or arising from the installation of the walls and/or partitions, changes in the location or design of a non-load bearing partition, closet or other feature within a Unit, and slight variations in the location of the condominium which an accurate survey would show are permitted and the right to make the same reserved by Developer. Notwithstanding the foregoing, the Developer shall not have any obligation to construct any additional Units or improvements to be added to BronzeLeaf Condominiums.

3. Termination of Developer's Rights/Voting Rights/ Adjustment of Fractional Interest. On December 31, 2013, Developer's right to develop Units shall terminate with respect to all Proposed Units that have not been built. Until such time, Developer shall be entitled to cast one vote for each Unit, built or unbuilt, owned by the Developer.

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If Developer's right to construct Units terminates as provided in this Declaration, then the fractional interest in the common elements appurtenant to each existing Unit shall be in a fraction which has one as its numerator and the total number of built Units as is denominator. Declarant may amend this Declaration to record this increase in fractional interest ownership in then-existing Units.

4. Designation of Association Directors. Developer shall have the right to nominate or appoint all of the members of the board of the Association, who need not be owners of Units, until the annual meeting of the members of the Association in 2007 or until the annual meeting or any special meeting in any prior year, if at such meeting in any prior year Developer elects to relinquish to the Association the right to elect such board of directors. If Developer does not exercise its right to nominate or appoint the members of the board, the Association shall elect the directors.

5. Additional Improvements. At any time prior to **December 31, 2013**, Developer may, in its sole discretion, and as allowed by law, construct improvements on the real estate described in Article II, which improvements shall be in addition to the Units contemplated by this Declaration. Such improvements may include, without limitation recreational facilities, or additional drives or parking facilities. Such improvements shall be for the benefit of owners of Units and shall be general common elements. Developer shall have no obligation to construct any additional improvements. Developer shall file such amendments to this Declaration as are necessary to fully describe the improvements.

6. Assignment of Developer's Rights. Developer may assign all of its rights and powers under this Declaration, in whole or in part, without the consent of Unit owners or the Association.

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ARTICLE VII

APPURTENANCES TO UNIT OWNERSHIP AND TRANSFER; SUBDIVISION

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

- (a) Fractional Interest of Ownership of Common Elements and Funds; Liabilities for Expenses. There shall be appurtenant to each Unit and the ownership thereof an undivided fractional interest of ownership in or liability for one (1) the general common elements, (2) the limited common elements, (3) the funds and surplus, if any, of the Association, and (4) except as otherwise specifically provided in this Declaration, the common expenses and liabilities of the Association. Such undivided fractional interest of ownership or liability shall be identical as to each of the four aspects above named, and the amount of such fractional interest or liability shall be the fraction (as may be adjusted as provided in this Declaration) fixed pursuant to and as set forth in or adjusted pursuant to Article V.
- (b) Encroachment Easements. If any portion of the common elements encroaches upon any Unit or any other portion of the common elements, or if any Unit encroaches upon any other Unit or upon any portion of the common elements upon completion of construction, or if any such encroachments shall occur thereafter as a result of shifting or setting of a Building or from alteration, repair or improvement to the common elements and/or as a result of repair or restoration of the common elements and/or as a result of repair or restoration of the common elements or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the Buildings, common elements and Units exist.
- (c) Cross Easements. The appurtenances shall include, so long as the Buildings, common elements and Units exist, easements from each Unit owner to each other Unit owner and to the Association and from the Association to the respective Unit owners as required as follows:

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- (i) Ingress, Egress, and Maintenance. Easements are reserved for ingress and egress through the common areas for access to the Units and through the common areas and the Units for purposes of maintenance, repair, replacement or reconstruction of each as authorized.
 - (ii) Support. Every portion of a Unit contributing to the support of a Building is burdened with an easement of support for the benefit of all other Units and common elements in or of the Building.
 - (iii) Utilities and Other Services. Easements are reserved through the Units and common elements for conduits, ducts, plumbing, wiring, piping, and other facilities for the furnishing of utility or other services and facilities to the other Units and common areas, provided such easements through a Unit shall be only according to the plans and specifications for a Building as and if varied during construction as permitted in this Declaration unless otherwise agreed by the Unit owner.
- d. Possession and Use of Unit, Including Air Space. In addition to the fee simple ownership of a Unit, there shall be as an appurtenance an exclusive easement for the possession and use of the air or room space within the Unit and to the limited common elements of that Unit as the same exists from time to time or as altered or reconstructed from time to time subject to necessary and authorized easements for maintenance, repair and the like, which appurtenance shall be terminated automatically in the event of termination of BronzeLeaf.

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

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

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

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ARTICLE VIII

MANAGEMENT OF THE CONDOMINIUM

1. Council of Co-owners, Membership, Vote or Other Action of Owners.

The business and affairs of BronzeLeaf Condominiums shall be governed and managed by the Association, a non-profit membership corporation organized and existing under Montana Code Annotated §35-2-101, *et seq.*, which corporation is and shall constitute the council of the co-owners of the Units and common elements submitted to the Unit Ownership Act. Copies of its Articles of Incorporation for the Association and its Bylaws are attached to this Declaration as Exhibits A and B. All owners of Units shall automatically be members of the Association, and membership in the Association shall automatically cease upon termination of such ownership interest. Whenever a vote or other action of owners as a group is required, the procedure for conducting such a vote or taking such action shall be under the control and supervision of the Association and the Bylaws.

2. Agreements and Compliance.

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

3. Included Powers: Foreclosure of Lien, Waiver of Partition.

Each owner agrees that the Association has and shall exercise all powers, rights, and authority granted unto it by the Unit Ownership Act, Montana Code Annotated §35-2-101, *et seq.*, and such as are more particularly set forth in the Condominium Documents, including the making of assessments chargeable to owners and a lien on a Unit for any common expenses, and the right to foreclose the lien on a Unit and acquire a Unit at foreclosure sale and to hold, lease, mortgage, or convey the same, but such acquisition shall be on behalf of all Unit owners, all of whom, however, shall be deemed to have waived rights of partitions with respect to the Unit.

4. No Avoidance by Waiver of Use, Right of Entry.

The liability of an owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of a Unit for which an assessment is made.

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Except in the event of an emergency, the Association shall have the right exercisable at reasonable hours to enter a Unit as may be necessary or advisable to exercise its rights or responsibilities. In the event of an emergency the Association shall have the right to enter a Unit at any time as may be necessary or advisable to exercise its rights or responsibilities.

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

6. Association as Attorney-in-Fact for Owners. The Association is irrevocably appointed attorney-in-fact for the owners of each and every Unit, to manage, control, and deal with the interest of such owners in the common elements so as to permit the Association to fulfill all of its duties and obligations, and to exercise all of its rights, to deal with the BronzeLeaf Condominiums upon its destruction or obsolescence as provided in this Declaration and to deal with and handle insurance and insurance proceeds and condemnation and condemnation awards. The Association is designated and appointed to represent the Unit owners in any related proceedings, negotiations, settlements, or agreements. Any costs incurred by the Association in pursuing legal proceedings against an Unit Owner for violation and/or non-compliance of the Covenants shall be reimbursable by the Unit Owner upon successful litigation by the Association. Any proceeds from a settlement must be payable to the Association and used for the benefit of the Unit owners and their mortgage holders, if any. Any distribution of funds made by the Association in connection with the termination of the BronzeLeaf Condominiums shall be based on the relative value of each Unit, which shall be rebuttably presumed to be in proportion to the Unit owner's individual interest in the common elements. The acceptance by any person or entity of any interest in any Unit shall constitute an appointment of the Association as an attorney-in-fact as provided above.

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

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

9. Commencement of Assessments. Assessments on Units will commence as determined by the Board of Directors of the Association. The Association may provide for the allocation of a reduced assessment for unsold Units if they are not occupied. In any event, full assessments for all Units in a building must commence and be allocated no later than the first thirty (30) days after the first Unit in that building is conveyed.

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

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

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

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

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ARTICLE IX

MAINTENANCE, ALTERATION AND IMPROVEMENTS

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

2. Maintenance by Association

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

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3. Maintenance by Owner.

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

4. Responsibility of Owner, Insurance Proceeds. The owner of a Unit shall be responsible and liable for the expense of any maintenance rendered necessary by both his or her act, neglect or carelessness or that of his or her family, guests, employees, agents, or lessees, which liability shall include any increase in insurance rates occasioned thereby, provided this requirement shall not preclude the proceeds of insurance maintained by the Association or any Owner from being applied to discharge such expense, in whole or in part; provided further, nothing in this Declaration shall be construed to modify subrogation rights of or any modification of subrogation rights by insurance companies.

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

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

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7. Alteration or Improvements by the Association or All Owners. The board of directors is authorized to make minor alteration and improvements to building or other common elements, which minor alteration or improvement shall be defined to be minor if the total cost of the alteration or improvement shall be defined to be minor if the total cost of the alteration or improvement project in any calendar year is less than one percent (1%) of the total annual dues of the Association. Except as provided in Article VI and in Paragraph 6 above for alteration or improvement of a Unit, there shall be no other alteration of a Building or other common elements, the Garage Structures, further improvements added to the land or other common elements, without the approval of all owners, provided upon the question being put to a vote by referendum ballot or membership meeting as provided in the Bylaws any such alteration or improvement may be done if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor of the alteration or improvement and if the dissenting owners are relieved from the cost and their share of the cost is borne by the assenting owners. Bids shall be taken and the cost accurately estimated before such vote is conducted. An alteration or improvement pursuant to this paragraph shall not alter the fractional interest appurtenant to each Unit in the common elements and such interest shall remain as before, irrespective of whether the owner voted in favor of or against the alteration or improvement.

ARTICLE X

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE AND ENJOYMENT

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

1. Conveyance/Mortgage/Lease. No owner of a Unit shall convey, mortgage or lease such Unit unless and until all sums due the Association by way of assessment of any kind or the charge and whether evidenced by recorded liens or not are currently paid and not delinquent and in the event of delinquency the grantee, mortgagee or lessee if notified before paying or disbursing to the owner, shall apply the proceeds of such transaction first to payment of the delinquent amounts before payment of any sum to the owner.

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The Association shall in any event issue a written statement under signature of an officer or management contractor to such grantee, mortgagee or lessee verifying the status of all delinquencies or upon payment of delinquencies as shown shall constitute conclusive evidence of compliance with this paragraph.

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

3. Parking/Vehicles. The Association, acting through its board of directors, shall have the right to designate and control the manner of use of the outside parking spaces and to reserve a space or spaces for service purposes and to otherwise permit or prohibit the use of any such space or spaces by a particular owner and family, including their guests or invitees. Vehicles shall not be stored on general common elements for more than forty-eight (48) continuous hours, and no recreational vehicles, motorcycles, disabled motor vehicles, boats, campers, trailers, flatbeds, or similar vehicles will be allowed to be parked on limited or general common elements and shall not be parked on the adjacent streets in accordance with Bozeman city ordinances. Violation may result in the vehicle(s) towed by either the Association or the Bozeman city authorities at the owner's expense and liability. Unit owners and/or their tenants shall not park their vehicles on the adjacent streets and shall use BronzeLeaf Condominiums parking lot and the parking structures solely for vehicle parking purposes. Except when a garage door is open to permit the ingress or egress of a vehicle, garage doors must remain closed.

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

5. Pets; Procedure for Removal of Uncontrolled Pets.

- (a) No pets or animals of any may be kept on the land or in any Unit, Building, or Garage Structure, except as follows:
 - (i) **ONE non-nuisance dog may be kept in any basement level units of each building (i.e. units designated as 1A, 1B, 1C, 1D). ONE non-nuisance dog, 40 lbs or less, may be kept in any upper level owner-occupied unit (i.e. units designated as 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D). NO dogs may be kept in any upper level unit (i.e. units designated as 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D) designated as an Investor Unit pursuant to Article X, Paragraph 10(b).**

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- (ii) up to two cats may be kept in any unit; and
 - (iii) birds, gerbils, hamsters, and similar small, tame rodents may be kept in any unit
- (b) The breeding of marketing or any pet of its offspring is not permitted and may not occur
- (c) No pet may run free, unleashed, or unattended anywhere outside its owner's Unit. Owners must immediately clean up after a pet if it defecates **(disposed of in Condominium Garbage Receptacles/Dumpster or Owner's garbage)** or urinates outside the owner's Unit, on Condominium property. The failure of any pet owner to abide by subparagraphs (a), (b), or (c) on two or more occasions, and the Association's receipt of written complaints to that effect by two or more Unit owners, shall permit the board of directors of the Association, by majority vote, following a hearing on the issue, to require the owner to permanently remove the pet from the Condominium property within seventy-two (72) hours of the board's decision. **Owners will be responsible for all repairs deemed necessary by the Board of Directors of the Association for any damage caused directly by their pet or the Investor Unit Owner for their renter's pet to any Condominium property.**

6. Structures/Refuse/Compliance. No sheds, fences, or other outbuilding or structure of any kind shall be erected on the land other than the Buildings and Garage Structures. No activity is allowed which unduly interferes with the peaceful possession and the proper use of the property by its owners. No fire hazard or unsightly accumulation of refuse is allowed. All laws, ordinances and regulation of governmental bodies shall be observed by the owners and the Association.

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

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

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

10. Use of Units/Leases and Restrictions on Leasing of Units/Liability.

- (a) Units shall be used and occupied for single family dwelling purposes only.
- (b) No Unit may be leased until the Association has received, in advance of the signing of any lease, a request from the Unit owner to lease that Unit and, in addition, has been granted approval to that Unit owner, in writing, to lease the Unit. **No more than forty-two and two-fifths percent (42.4%)** of the total number of constructed Units can be leased at any time, which is all units on the first level (1A, 1B, 1C, 1D) and one additional unit on levels 2 or 3 **on a first-come, first-serve basis per Exhibit G. Exception is 4659 Bembrick in which just the first level units (1A, 1B, 1C, 1D) are allowed to be rented.** Failure of a Unit owner to obtain prior, written approval from the Association to lease a Unit shall render the lease null and void, and the Association shall have the right to exclude or evict any tenant who is attempting to occupy or who is occupying a Unit pursuant to an unauthorized lease. All costs incurred by the Association as a result of enforcement of this provision are chargeable to the Owner of the affected Unit. The Association shall develop rules and procedures by which Unit owners may make application to the Association for approval to lease a Unit, rules and procedures for developing a waiting list for the grant of lease approval when the **forty-two and two-fifths percent (42.4%)** maximum has been reached, and any other rules and procedures necessary for the implementation of this provision. A Unit may be rented or leased by the owner provided it is one of the stated legal rentals and the entire unit is rented, the lease or rental agreement is reduced to writing, and a copy of said lease or rental agreement is filed with the Association **prior** to the renter or lessee taking possession.

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No lease or rental agreement shall **not** relieve an owner from any responsibility or liability imposed by the condominium documents. **No renter, lessee, or tenant shall have the right to sublet a Unit under any circumstances.**

- (c) The term "lease" shall include any form of occupancy, whether technically a lease or tenancy and whether for consideration or not. Ownership of a Unit by a corporation or a trust is permitted, but no individual shall be allowed to occupy or use such a Unit, except pursuant to a written lease complying with Declaration. An owner shall be liable to the Association and other owners, as the case may be, for damage to common elements or property of other owners.

11. **Antennas: Required Use of Common Antennas.** Each Building includes a central antenna, accessible by all Units, which provide the following types of video antenna reception: **satellite antenna. No other antennas are permitted to be erected.**

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

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

- (a) An owner has the right to decorate windows in his or her Unit, however, this right is limited to the extent that only drapers, curtains, sheers, and shutters may be used that must be lined so that they appear white from the outside of the building. Nothing shall be hung between the interior surface of the window and the drapes, curtains, sheers or shutters used.
- (b) No grill shall be stored or used on patios or decks except for the following:
 - (i) Two-pound propane grills
 - (ii) **Underwriter Laboratories** listed electric grills; and
 - (iii) natural gas grills installed by a licensed mechanical contractor

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- (c) Each Unit owner shall deposit with the Association, if required by it, a key to the Unit, and consents that in the case of any emergency originating in or threatening any Unit, the board of directors of the Association or any person authorized by it may enter the Unit for the purpose of remedying or abating such emergency whether the owner is present or not. If an owner deposits a key with the Association and later re-keys the Unit, the owner shall notify the president of the Association in writing before any such re-keying.
- (d) No noxious or offensive activity shall be carried on in any Unit, and nothing shall be done or be permitted to remain in any Unit, including any pet, which may be or become a nuisance or annoyance to occupant Owners and/or other occupants. Occupant Owners and other occupants of Units shall exercise extreme care not to disturb other owners or occupants with excessive noise.
- (e) There shall be no obstruction of and nothing shall be stored upon any common elements, other than internal limited common elements reserved to the use of a specific Unit, without the approval of the Association.
- (f) Except for such signs as may be posted by the Developer for promotional or marketing purposes, no signs of any character which are visible from the outside of a Unit shall be erected, posted or displayed upon, from or about any Unit, unless first reviewed and approved by the Association.
- (g) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used materials, or trash of any other kind shall be permitted within any Unit or be permitted to remain in public view.
- (h) No owner or other person shall install any electrical or telephone wire, television antenna, or other antenna, air conditioning unit or other machine or device on the exterior of a Building.

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- (i) Nothing shall be altered in, constructed in, or removed from the common elements, except upon written consent of the board of directors of the Association which may be given through regulations of the Association, and further provided that the holder of a first mortgage which acquires possession of a Unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs for the sale or rental of such Unit until such Unit is sold or a rental agreement is signed.
- (j) No activity shall be allowed which unduly interferes with the peaceful possession and use of the condominium property by the Unit owners.
- (k) Agents of or contractors hired by the Association may enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the owners as practical.
- (l) Each Unit occupant shall keep his or her Unit and limited common elements to which he or she has sole access in a good state of repair, presentation and cleanliness.
- (m) No hunting, target practice, discharge of firearms, or disturbance of the natural state of the property, including the removal of living trees, plants, shrubs, bushes, grass, or top soil, damage to any of the foregoing is permitted without the prior consent in writing of the board of directors.

ARTICLE XI

INSURANCE

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

1. Casualty, Common Elements. The Association shall purchase casualty and extended coverage insurance upon the condominium property, including the Units and limited common elements, for the benefit of the Unit owners, and their respective mortgages, it not being necessary in the policies to name the owners or mortgages. Payments for losses shall be paid to the Association as the agent for the owners and their respective mortgages.

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

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

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

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

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

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

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

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

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

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

ARTICLE XII

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of condominium property. Specifically, the Unit owner shall be responsible for reconstruction and repair after casualty of the Unit, his or her limited common elements and that portion of the building in which the Unit is located. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

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

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

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

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

ARTICLE XIII

AMENDMENT

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

1. Fractional Interest. The fractional interest in the common elements appurtenant to a Unit, except as provided in Article VI (2) and (3), may be amended only by unanimous consent of owners of all of the Units and their mortgagees, provided, in the event of condemnation of any Unit or of long-term obsolescence, the same may be adjusted and may be amended as provided in paragraph 4 of this Article.

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

3. Developer's Rights. The Developer shall have the right to amend the Declaration as set forth in Article VI. Neither Article VI nor any other provision of this Declaration affecting the rights of the Developer shall be subject to amendment without the written consent of Developer and any attempt to so amend this Declaration without such prior written consent shall be null and void.

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

(i) by written agreement of the owners of seventy-five percent (75%) of the Units; or

(ii) by the owners acting through the Association and in accordance with the procedures of its Bylaws at a regular or special membership meeting at which notice of the proposed amendment has been given and upon the favorable vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. No amendment shall be adopted at variance with that proposed in the notice, but the notice may contain more than one proposed amendment. Approval of the Board of Directors is not required of an amendment thus adopted.

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

(i) voting rights;

(ii) increase in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;

(iii) reductions in reserves for maintenance, repair, and replacement of common elements;

(iv) responsibility for maintenance repair;

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- (v) reallocation of interests in the general or limited elements, or rights to their use;
 - (vi) re-definition of any Unit boundaries;
 - (vii) convertibility of Units to common elements, or vice versa;
 - (viii) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project;
 - (xi) restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Declaration;
 - (xii) any provisions that expressly benefit mortgage holders, insurers, or guarantors;
 - (xiii) any action to terminate the legal status of the project after substantial destruction or condemnation occurs, or for any other reason; or
- (c) Deemed Approvals. If any eligible mortgage holder fails to attend any meeting, in person or by proxy, called for the purposes of amending the Declaration, notice of which is received by the eligible mortgage holder by certified mail with return receipt requested, or if any eligible mortgage holder fails to submit a response to any written proposal for an amendment to the Declaration within thirty (30) days after receipt of a proper notice of the proposal delivered by certified mail, return receipt requested, then each such eligible mortgage holder shall be deemed to have approved the proposed amendment.

5. Execution and Recording. An amendment pursuant to paragraph 1 or paragraph 4(a) of this Article shall be effective when executed and acknowledged by all owners and mortgagees, as the case may be, with the formalities of a deed and recorded in the office of the Gallatin County Clerk and Recorder. An amendment adopted pursuant to paragraph 4(b) of this Article shall be effective when a certificate of its due and proper adoption containing the provisions of the amendment is executed in the name of the Association by its president and secretary with the formalities of a deed and acknowledged as having been thus executed by authorization of the owners, and is recorded in the office of the Gallatin County Clerk and Recorder. An amendment pursuant to Article VI shall be effective when signed by the Developer and recorded in the office of the Gallatin County Clerk and Recorder.

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ARTICLE XIV

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

1. Effective Date and Fractional Interest. The fractional ownership interests in the common elements referred to in this Declaration shall come into being and take effect at such time as this Declaration has been recorded and shall exist for all purposes irrespective of any actual occupancy or use and whether the Units are constructed, sold or unsold.
2. Possession of Common Elements. Each Unit owner, the Developer, and the Association may use the common elements other than the limited common elements for the purposes which they are maintained, but without hindering or encroaching upon the lawful rights or other users.
3. Condominium and Obsolescence. The contingencies of condemnation and long-term obsolescence have not been provided for in this Declaration and may be governed by appropriate amendment to this Declaration.
4. Severability. A judicial determination that any covenant, restriction, agreement, undertaking, or other provisions of any condominium document is invalid shall not affect the validity of the remaining portions of this Declaration.
5. Articles of Incorporation and Bylaws of Association. The owners of Units are bound by the terms of the attached Articles of Incorporation and Bylaws.
6. Unit Ownership Act and Montana Code Annotated §35-2-101, et seq. Wherever reference is made to the Unit Ownership Act or §35-2-101, *et seq.*, Montana Code Annotated, it is intended that such reference shall include the provisions of such Code sections as they now exist or may later be amended, and if a question arises at some time in the future, the specific section of the Code in its then form shall be applied.

PAGE 29 - RESTATED AND REVISED DECLARATION FOR THE
BRONZELEAF CONDOMINIUMS.



Charlotte Mills-Gallatin Co MTMISC

451.00

2293511

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03/06/2006 01:31P

Dated this 6th day of March 2008.

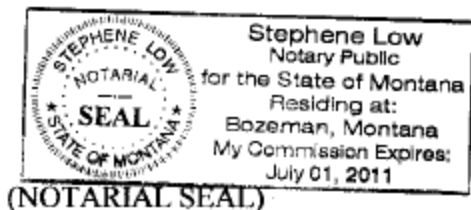
THE BLACKLEAF GROUP, LLC
A Montana Limited Liability
Company

By: Wallis Morger Bryan
Wallis Morger Bryan, Managing
Partner

STATE OF MONTANA)
 :SS
County of Gallatin)

This instrument was signed or acknowledged before me on this 6th day of
March 2008, by Wallis Morger Bryan, Managing Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal
the day and year this certificate first above written.



Stephen Low

Notary Public for the State of
Montana, Residing Bozeman, MT

My Commission Expires On

July 1/2011

PAGE 30 - RESTATED AND REVISED DECLARATION FOR THE BRONZELEAF
CONDOMINIUMS.



2293511

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03/06/2008 01:31P

Charlotte Mills-Gallatin Co MTMISC 461.00


CERTIFICATE OF REGISTERED PROFESSIONAL ARCHITECT

STATE OF MONTANA)
 :SS.
County of Gallatin)

The undersigned, after first being duly sworn, deposes and says:

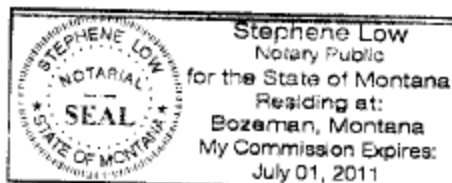
1. That he or she has reviewed the Site Plans and Floor Plans attached to and filed with the Declaration for BronzeLeaf Condominiums or being simultaneously filed with an amendment to the Declaration.
2. That the plans are an accurate copy of the plans filed with and approved by the County officers having jurisdiction to issue building permits, if any.
3. That he or she certifies and verifies that the said Site Plans and Floor Plans fully and accurately depict the layout and location of the building, common areas, units and floors of the building, square feet, unit designation and dimensions of the building and each of the units as built.

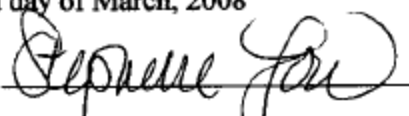
DATED this 3rd day of March, 2008.



Registered Professional Architect
Van K. Bryan
Montana Registration No. 1755

SUBSCRIBED AND SWORN to before me this 3rd day of March, 2008





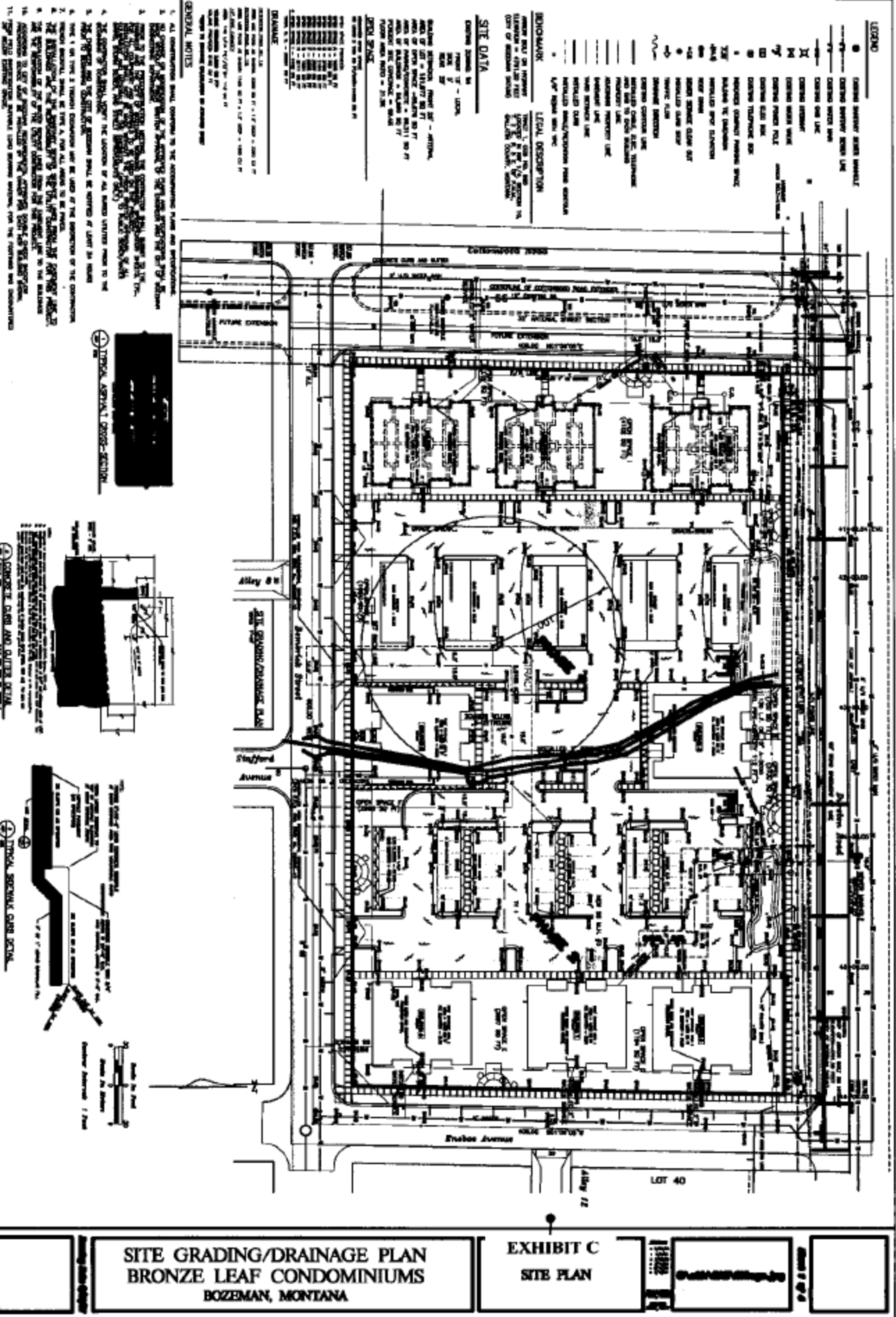
NOTARY PUBLIC
Residing at Bozeman, Montana
My Commission expires ~~07/01~~ July/2011

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Charlotte Mills-Gallatin Co MTMISC 461.00

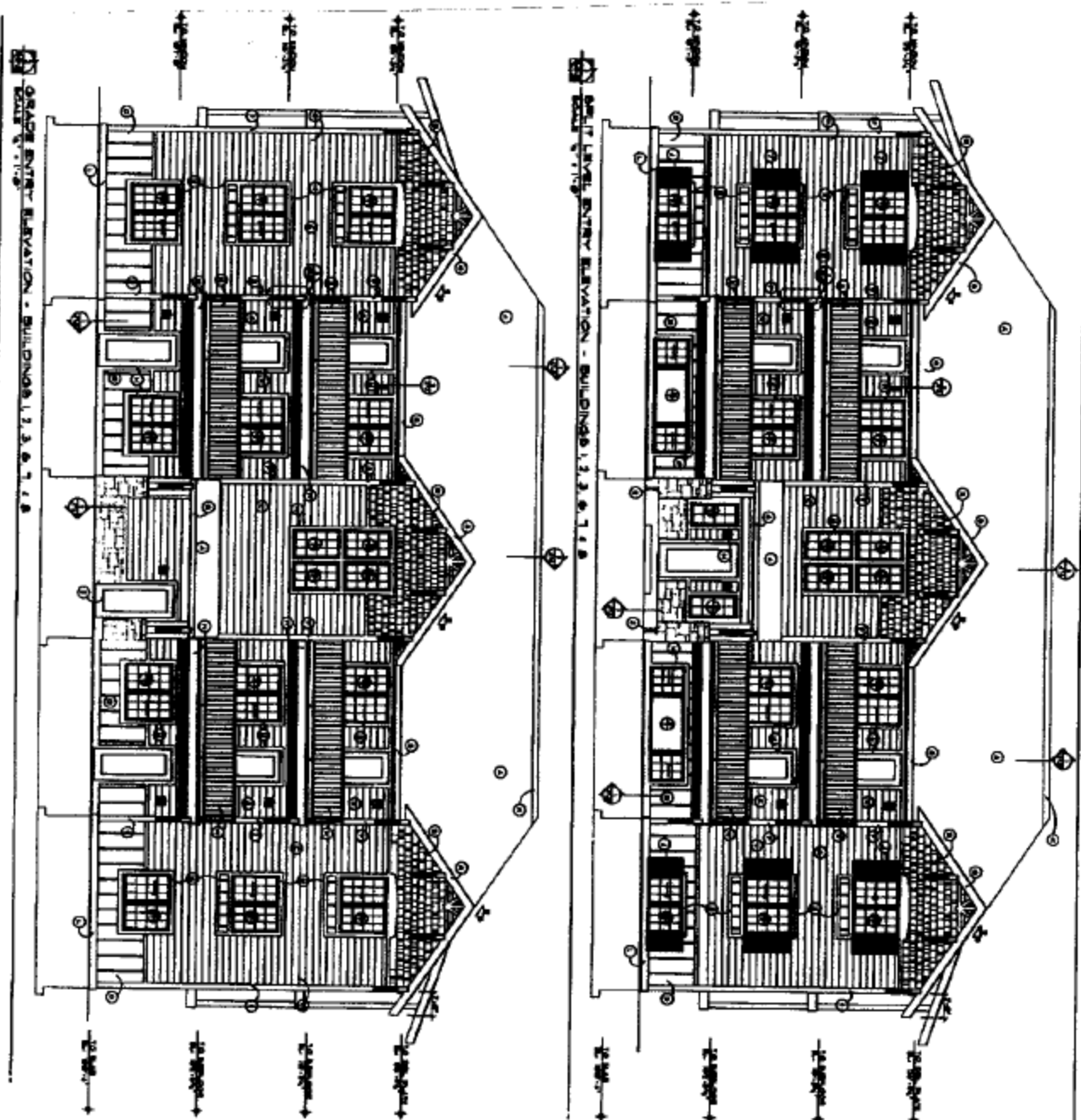
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Charlotte Mills-Gallatin Co MTMISC 461.00



EXTERIOR FINISH SCHEDULE - 2000 100 0	
DESCRIPTION	DETAILS
1. EXTERIOR FINISH - BRICK/STONE	
2. EXTERIOR FINISH - BRICK/STONE	
3. EXTERIOR FINISH - BRICK/STONE	
4. EXTERIOR FINISH - BRICK/STONE	
5. EXTERIOR FINISH - BRICK/STONE	
6. EXTERIOR FINISH - BRICK/STONE	
7. EXTERIOR FINISH - BRICK/STONE	
8. EXTERIOR FINISH - BRICK/STONE	
9. EXTERIOR FINISH - BRICK/STONE	
10. EXTERIOR FINISH - BRICK/STONE	
11. EXTERIOR FINISH - BRICK/STONE	
12. EXTERIOR FINISH - BRICK/STONE	
13. EXTERIOR FINISH - BRICK/STONE	
14. EXTERIOR FINISH - BRICK/STONE	
15. EXTERIOR FINISH - BRICK/STONE	
16. EXTERIOR FINISH - BRICK/STONE	
17. EXTERIOR FINISH - BRICK/STONE	
18. EXTERIOR FINISH - BRICK/STONE	
19. EXTERIOR FINISH - BRICK/STONE	
20. EXTERIOR FINISH - BRICK/STONE	



46.0

STANDARD ARCHITECTURE

21. These drawings are prepared by the Architect, and are not to be used for any other purpose without the written consent of the Architect.

BRONZE LEAF CONDOMINIUMS

CORNER OF COTTONWOOD AND DUNSTON

BOZEMAN, MT

22. These drawings are prepared by the Architect, and are not to be used for any other purpose without the written consent of the Architect.

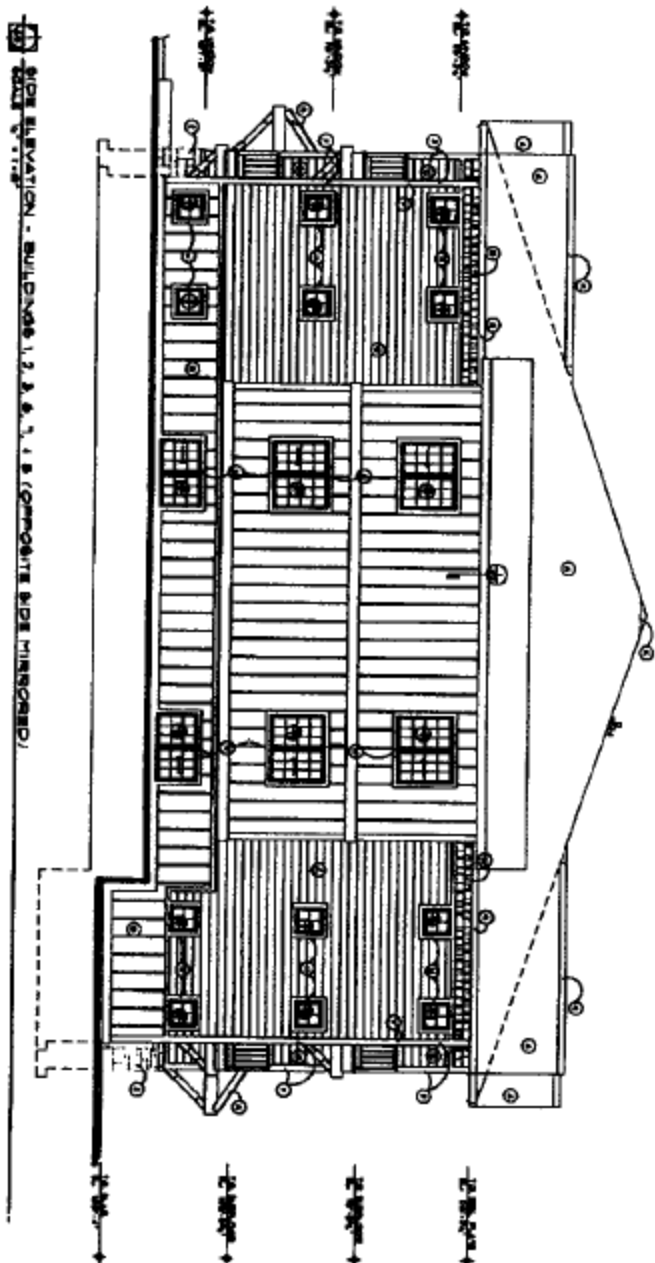


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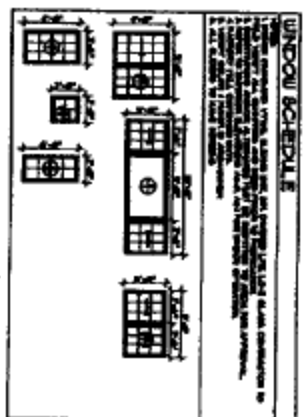
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EXTERIOR FINISH SCHEDULE	
DESCRIPTION	NOTES
1. EXTERIOR FINISH - BRICK	
2. EXTERIOR FINISH - STUCCO	
3. EXTERIOR FINISH - SIDING	
4. EXTERIOR FINISH - ROOFING	
5. EXTERIOR FINISH - FLOORING	
6. EXTERIOR FINISH - PAINTING	
7. EXTERIOR FINISH - GLASS	
8. EXTERIOR FINISH - METAL	
9. EXTERIOR FINISH - WOOD	
10. EXTERIOR FINISH - CONCRETE	
11. EXTERIOR FINISH - ASPHALT	
12. EXTERIOR FINISH - GROUND COVER	



SIDE ELEVATION - BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8 (COMPOSITE SIDE VIEW)



A61

ARCHITECT

221 West Broadway, Suite 200
Bozeman, MT 59701
406.592.1234

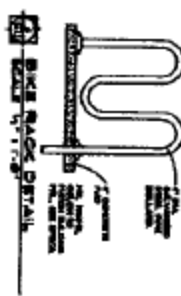
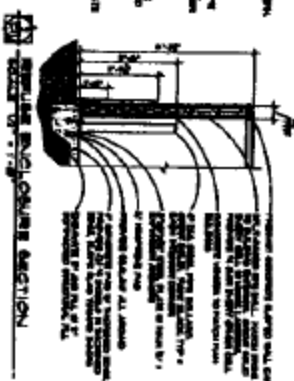
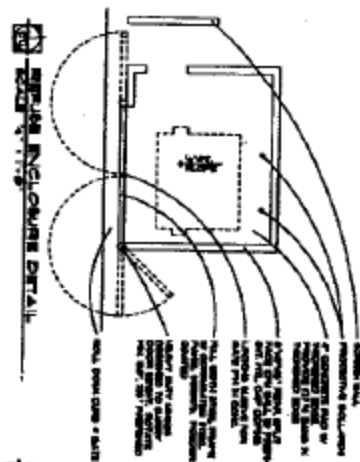
BRONZE LEAF CONDOMINIUMS

CORNER OF COTTONWOOD AND DORRISON

BOZEMAN, MT

DATE: 03/06/2008

TIME: 01:31P



EXTERIOR FINISH SCHEDULE		WEEK NO.
Description		
1	Gravel, subgrade, drainage, compact	Week 1
2	Form, pour, set	Week 2
3	Regrade	Week 3
4	Grading and post repair	Week 4
5	Gr, pour, 100-mm	Week 5
6	Gr, compact, test	Week 6
7	Gr, compact	Week 7
8	Gr, subgrade, test	Week 8

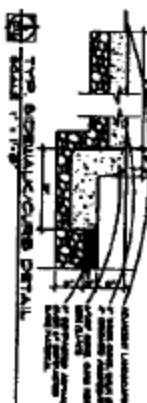
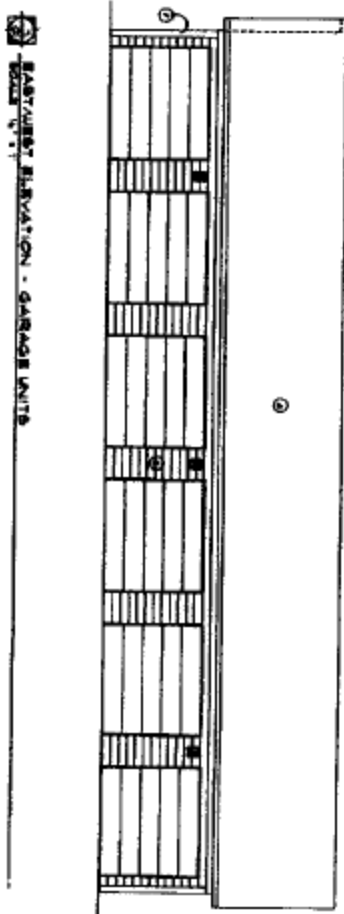
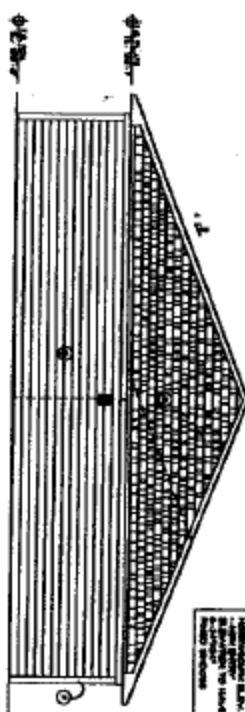
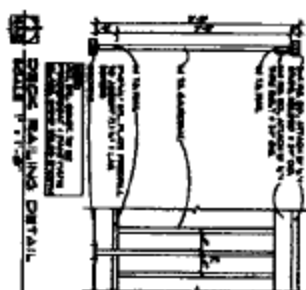
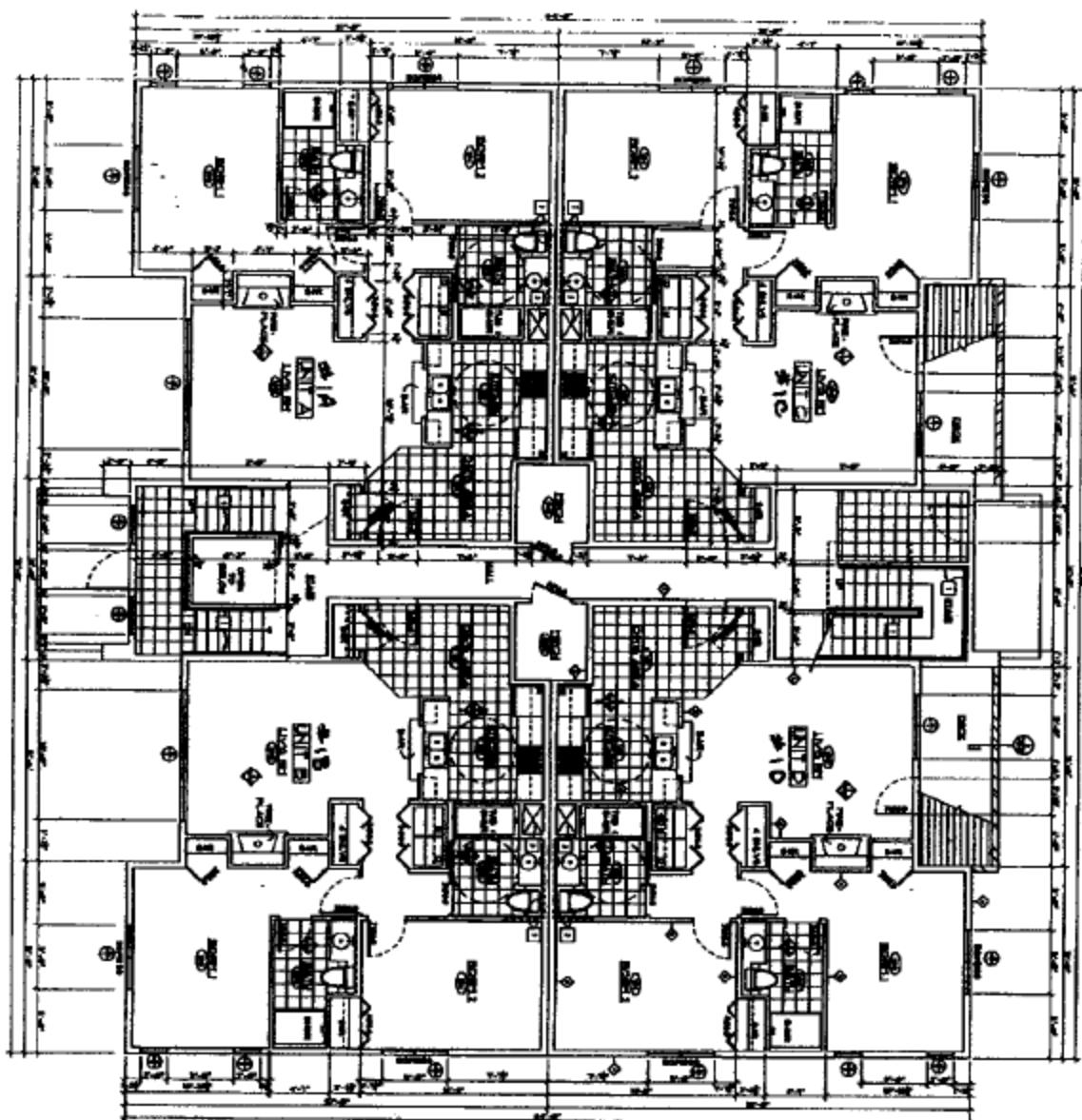


EXHIBIT D FLOOR PLAN/LAYOUT

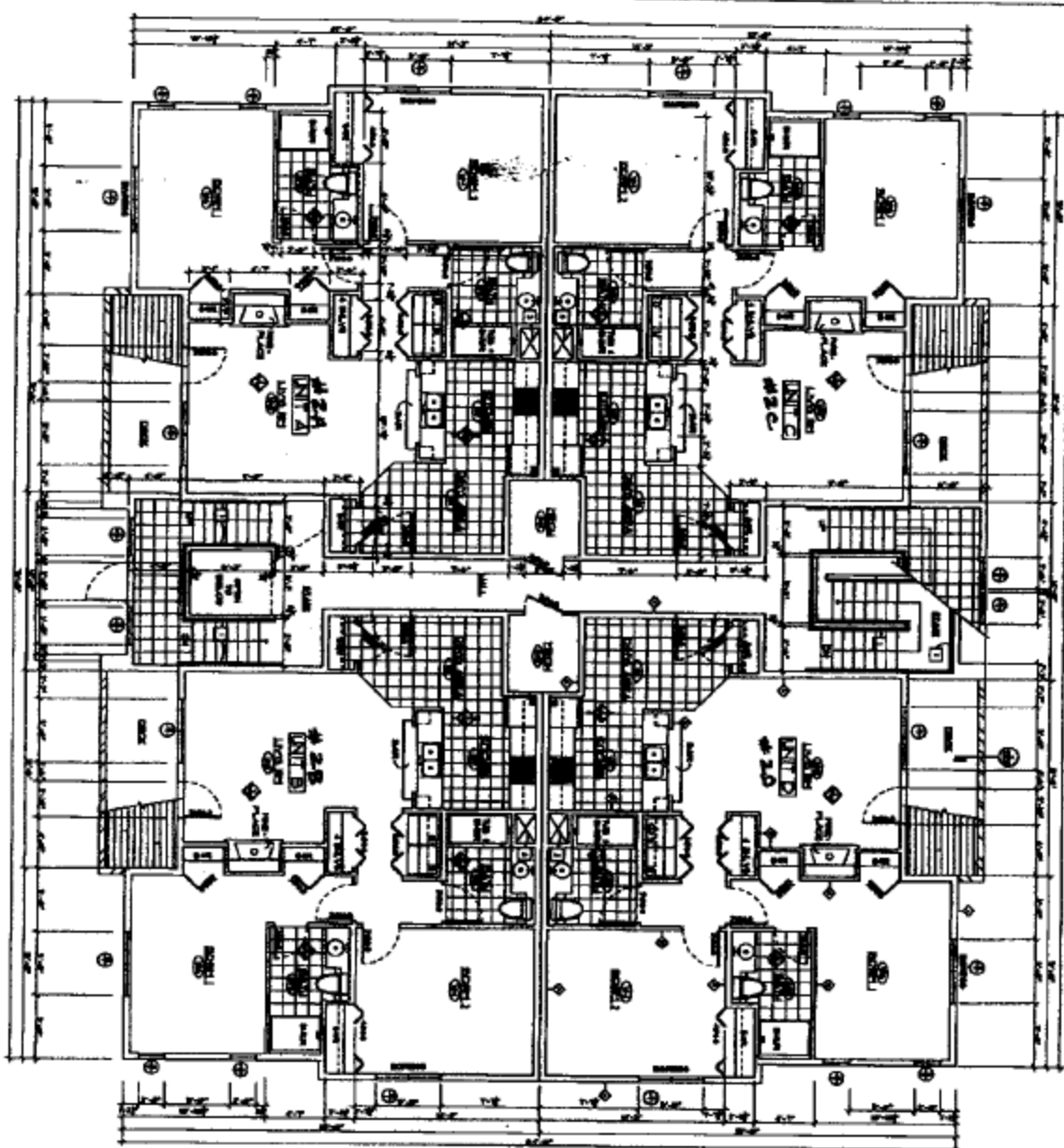


GENERAL NOTES	
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.	
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.	
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.	
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.	
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.	
6. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.	
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND WASTE FROM THE SITE.	
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE SITE TO ITS ORIGINAL CONDITION.	
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.	
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.	
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.	
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.	
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.	
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.	
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.	
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.	
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.	
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.	
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.	
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.	

BRONZE LEAF CONDOMINIUMS
 CORNER OF COTTONWOOD AND DUBUQUE
 BOZEMAN, MT

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FIRST LEVEL FLOOR PLAN

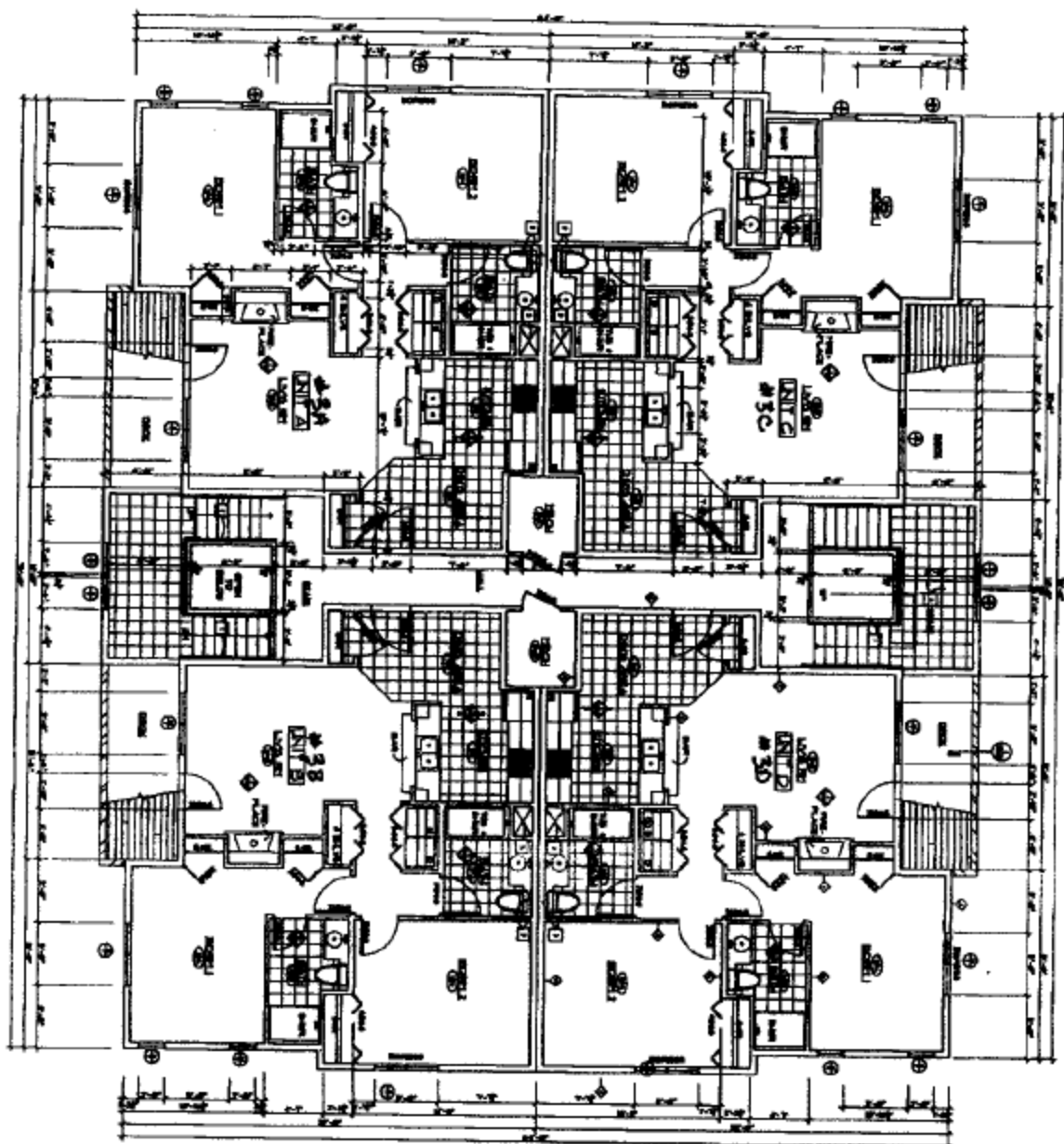


		11 New Apartments Bozeman, MT 59717 P: 404.842.1777 F: 404.842.1778	BRONZE LEAF CONDOMINIUMS CORNER OF COTTONWOOD AND DUNSTON BOZEMAN, MT	

Charlotte Mills-Gallatin Co MTMISC 461.00

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SECOND LEVEL FLOOR PLAN



			BRONZE LEAF CONDOMINIUMS		
			CORNER OF COTTONWOOD AND DUNTON BOZEMAN, MT		



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EXHIBIT E

BRONZELEAF CONDOMINIUMS Materials List

Footings -	8"x24" concrete w/ two #4's cont.
Foundation -	Concrete, 8" wall w/ #4's each way at 16" o.c.
A Bolts -	1/2" dia. A bolts at 36" o.c. and within 12" of corners
Hold-Downs -	Simpons HPAHD as specified
Slab -	4" concrete slab w/ 10/10 ww mesh
Floors -	3/4 tongue-and-groove plywood, glue & screw o/ 1 1/2" gypcrete o/ 11 7/8 TH at 16" o.c. OR OTHER CODE 1 HR FIRE RATED SYSTEM
Exterior Walls -	Masonite lap siding o/ air infiltration barrier o/ 1/2" CDX plywood o/ 2x6 Studs at 16" o.c., fill cavity w/ R19, batt insulation o/ v barrier o/ 1/2 gyp tape and texture
Windows -	Vinyl thermal pane
Decks -	Doug fir framing w/ redwood decking and skirt board
Roofing -	Asphalt shingle o/ 2 layers #15 felt o/ 5/8" CDX plywood o/ manufacturer's roof trusses w/ cold roof assembly and venting w/ R38 BIB insulation, seismic hold downs as specified
Interior Walls -	1/2" gyp o/ 2x4/2x6 w/ studs at 16" o.c. fill cavity as required with sound batt
Interior Doors -	Solid masonite
Cabinets -	Maple Shaker Town
Floor covering -	Tile/carpet/linoleum as specified
Gas Fireplace -	Insert ; RADIANT
Heat -	ELECTRIC BASE BOARD
Electric -	Individual 200 amp service each unit
Plumbing -	Fixtures as specified



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EXHIBIT F

UNIT NO.	SQUARE FOOTAGE	PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS
4665 Bembrick Street #1A	1040	1/92
4665 Bembrick Street #1B	1040	1/92
4665 Bembrick Street #1C	1040	1/92
4665 Bembrick Street #1D	1040	1/92
4665 Bembrick Street #2A	1040	1/92
4665 Bembrick Street #2B	1040	1/92
4665 Bembrick Street #2C	1040	1/92
4665 Bembrick Street #2D	1040	1/92
4665 Bembrick Street #3A	1040	1/92
4665 Bembrick Street #3B	1040	1/92
4665 Bembrick Street #3C	1040	1/92
4665 Bembrick Street #3D	1040	1/92
4673 Bembrick Street #1A	1040	1/92
4673 Bembrick Street #1B	1040	1/92
4673 Bembrick Street #1C	1040	1/92
4673 Bembrick Street #1D	1040	1/92
4673 Bembrick Street #2A	1040	1/92
4673 Bembrick Street #2B	1040	1/92
4673 Bembrick Street #2C	1040	1/92
4673 Bembrick Street #2D	1040	1/92
4673 Bembrick Street #3A	1040	1/92
4673 Bembrick Street #3B	1040	1/92
4673 Bembrick Street #3C	1040	1/92
4673 Bembrick Street #3D	1040	1/92
4689 Bembrick Street #1A	1040	1/92
4689 Bembrick Street #1B	1040	1/92
4689 Bembrick Street #1C	1040	1/92
4689 Bembrick Street #1D	1040	1/92
4689 Bembrick Street #2A	1040	1/92
4689 Bembrick Street #2B	1040	1/92
4689 Bembrick Street #2C	1040	1/92
4689 Bembrick Street #2D	1040	1/92
4689 Bembrick Street #3A	1040	1/92



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4689 Bembrick Street #3B	1040	1/92
4689 Bembrick Street #3C	1040	1/92
4689 Bembrick Street #3D	1040	1/92
4659 Bembrick Street #1A	1020	1/92
4659 Bembrick Street #1B	1020	1/92
4659 Bembrick Street #1C	1020	1/92
4659 Bembrick Street #1D	1020	1/92
4659 Bembrick Street #2A	1020	1/92
4659 Bembrick Street #2B	1020	1/92
4659 Bembrick Street #2C	1020	1/92
4659 Bembrick Street #2D	1020	1/92
4643 Bembrick Street #1A	1040	1/92
4643 Bembrick Street #1B	1040	1/92
4643 Bembrick Street #1C	1040	1/92
4643 Bembrick Street #1D	1040	1/92
4643 Bembrick Street #2A	1040	1/92
4643 Bembrick Street #2B	1040	1/92
4643 Bembrick Street #2C	1040	1/92
4643 Bembrick Street #2D	1040	1/92
4643 Bembrick Street #3A	1040	1/92
4643 Bembrick Street #3B	1040	1/92
4643 Bembrick Street #3C	1040	1/92
4643 Bembrick Street #3D	1040	1/92
4615 Bembrick Street #1A	1040	1/92
4615 Bembrick Street #1B	1040	1/92
4615 Bembrick Street #1C	1040	1/92
4615 Bembrick Street #1D	1040	1/92
4615 Bembrick Street #2A	1040	1/92
4615 Bembrick Street #2B	1040	1/92
4615 Bembrick Street #2C	1040	1/92
4615 Bembrick Street #2D	1040	1/92
4615 Bembrick Street #3A	1040	1/92
4615 Bembrick Street #3B	1040	1/92
4615 Bembrick Street #3C	1040	1/92



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4615 Bembrick Street #3D	1040	1/92
4635 Bembrick Street #1A	1040	1/92
4635 Bembrick Street #1B	1040	1/92
4635 Bembrick Street #1C	1040	1/92
4635 Bembrick Street #1D	1040	1/92
4635 Bembrick Street #2A	1040	1/92
4635 Bembrick Street #2B	1040	1/92
4635 Bembrick Street #2C	1040	1/92
4635 Bembrick Street #2D	1040	1/92
4635 Bembrick Street #3A	1040	1/92
4635 Bembrick Street #3B	1040	1/92
4635 Bembrick Street #3C	1040	1/92
4635 Bembrick Street #3D	1040	1/92
4645 Bembrick Street #1A	1040	1/92
4645 Bembrick Street #1B	1040	1/92
4645 Bembrick Street #1C	1040	1/92
4645 Bembrick Street #1D	1040	1/92
4645 Bembrick Street #2A	1040	1/92
4645 Bembrick Street #2B	1040	1/92
4645 Bembrick Street #2C	1040	1/92
4645 Bembrick Street #2D	1040	1/92
4645 Bembrick Street #3A	1040	1/92
4645 Bembrick Street #3B	1040	1/92
4645 Bembrick Street #3C	1040	1/92
4645 Bembrick Street #3D	1040	1/92
 TOTAL	 95,520	 100 %



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EXHIBIT G

UNIT NO.	ALLOWABLE USE
4665 Bembrick Street #1A	OWNER OCCUPIED OR INVESTOR
4665 Bembrick Street #1B	OWNER OCCUPIED OR INVESTOR
4665 Bembrick Street #1C	OWNER OCCUPIED OR INVESTOR
4665 Bembrick Street #1D	OWNER OCCUPIED OR INVESTOR
4665 Bembrick Street #2A	OWNER OCCUPIED ONLY
4665 Bembrick Street #2B	OWNER OCCUPIED ONLY
4665 Bembrick Street #2C	OWNER OCCUPIED OR INVESTOR
4665 Bembrick Street #2D	OWNER OCCUPIED ONLY
4665 Bembrick Street #3A	OWNER OCCUPIED ONLY
4665 Bembrick Street #3B	OWNER OCCUPIED ONLY
4665 Bembrick Street #3C	OWNER OCCUPIED ONLY
4665 Bembrick Street #3D	OWNER OCCUPIED ONLY
4673 Bembrick Street #1A	OWNER OCCUPIED OR INVESTOR
4673 Bembrick Street #1B	OWNER OCCUPIED OR INVESTOR
4673 Bembrick Street #1C	OWNER OCCUPIED OR INVESTOR
4673 Bembrick Street #1D	OWNER OCCUPIED OR INVESTOR
4673 Bembrick Street #2A	OWNER OCCUPIED ONLY
4673 Bembrick Street #2B	OWNER OCCUPIED ONLY
4673 Bembrick Street #2C	OWNER OCCUPIED ONLY
4673 Bembrick Street #2D	OWNER OCCUPIED ONLY
4673 Bembrick Street #3A	OWNER OCCUPIED ONLY
4673 Bembrick Street #3B	OWNER OCCUPIED ONLY
4673 Bembrick Street #3C	OWNER OCCUPIED OR INVESTOR
4673 Bembrick Street #3D	OWNER OCCUPIED ONLY
4689 Bembrick Street #1A	OWNER OCCUPIED OR INVESTOR
4689 Bembrick Street #1B	OWNER OCCUPIED OR INVESTOR
4689 Bembrick Street #1C	OWNER OCCUPIED OR INVESTOR
4689 Bembrick Street #1D	OWNER OCCUPIED OR INVESTOR
4689 Bembrick Street #2A	OWNER OCCUPIED ONLY
4689 Bembrick Street #2B	OWNER OCCUPIED ONLY
4689 Bembrick Street #2C	OWNER OCCUPIED OR INVESTOR
4689 Bembrick Street #2D	OWNER OCCUPIED ONLY
4689 Bembrick Street #3A	OWNER OCCUPIED ONLY
4689 Bembrick Street #3B	OWNER OCCUPIED ONLY
4689 Bembrick Street #3C	OWNER OCCUPIED ONLY
4689 Bembrick Street #3D	OWNER OCCUPIED ONLY



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EXHIBIT A

BYLAWS

BRONZELEAF CONDOMINIUM HOME OWNERS' ASSOCIATION, INC.
(A nonprofit corporation organized under the Montana Nonprofit Corporation Act)

ARTICLE I

SCOPE AND DEFINITIONS

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

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

Tract 1 of COS #985 located in the NW 1/4 of Section 10, T2S., R5E of PMM, Gallatin County, MT.

As and if additional buildings are submitted to the Condominium, this corporation shall likewise function as the council of co-owners of the entire Condominium as thus supplemented and enlarged.

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

4. The Condominium is subject to the Declaration of Condominium for BronzeLeaf Condominiums (the "Declaration") dated the same date as the Clerk and Recorder of Gallatin County, Montana, govern and control the administration of the Condominium. These Bylaws supplement the Declaration, and the Declaration is incorporated by reference herein. The definitions set forth in the Declaration apply to the terms used in these Bylaws and shall be subject to the provisions thereof. These Bylaws shall be deemed to be covenants imposed upon the land and Units, Buildings, and Garage Structures, the common elements and the limited common elements of the Condominium, and the use thereof.

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



ARTICLE II

MEMBERS AND VOTING RIGHTS

1. Subject to the qualifications set forth in paragraph 2 below, the owners of record of the Units lawfully submitted to condominium ownership under the Unit Ownership Act shall constitute the members of the Association, and membership shall automatically cease when the record ownership of such Unit is terminated. An "owner of record" has ownership of a Unit in any real estate tenancy relationship recognized by Montana law. A purchaser of a Unit pursuant to a contract for deed, and a lessee of a Unit, may be considered an owner of record of a Unit for voting purposes only if the contract for deed or the secretary of presiding officer of the Association and the lessor or seller under contract for deed provides notice in writing to the Association that said lessor or seller relinquishes all voting privileges. The Developer of the Condominium shall be a member and have the rights of membership with respect to completed Units owned by the Developer and to all proposed but unbuilt Units of the Condominium.

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

3. If more than one person owns an interest in the same Unit, all such persons shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting on behalf of the owner of a Unit, the vote entitled to be cast with respect to that Unit shall be cast by the person or persons named on a certificate signed by all owners of fiduciaries or other officials. If such certificate is not executed and filed with the Association, the vote entitled to be cast with respect to that Unit shall not be counted or voted for purposes of a quorum or in determining the outcome of any vote unless all owners, or fiduciaries, or officials are present and concur in the casting of such vote. This restriction, however, shall not affect the total number of owned and proposed Units in the Condominium, nor shall it affect any percentage of such total number of votes as is required for any purpose as set forth in any of the Condominium Documents.

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

ARTICLE III

MEMBERSHIP MEETINGS

1. The annual meeting of the members shall be held on the second Tuesday of May each year at 8:00 p.m., Mountain Time, provided the first annual meeting shall not be held until such date in the year 2007. Pursuant to the provisions of Article VI, Paragraph 4, of the Declaration, the Developer has retained the right but not the obligation to name all directors until the annual meeting to be held in May 2007. The provisions of this paragraph shall not inhibit the calling or holding of any special meeting.

2. The annual meeting and any special meetings shall be held within Gallatin County, Montana, and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice.

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

4. A special meeting of the members may be called by the president, or in the event of his absence or disability, by the vice-president, by one-third (1/3) of the directors, or by such number of members who are entitled collectively to cast at least twenty-five (25%) of the total number of votes outstanding and entitled to be cast.

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

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

- (a) election of chairman, if required;
- (b) calling roll and certifying of proxies;
- (c) proof of notice of meeting or waiver of notice;



- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers, if applicable;
- (f) reports of committees, if applicable;
- (g) election of inspectors of election, if applicable;
- (h) election of directors, if applicable;
- (i) unfinished business;
- (j) new business; and
- (k) adjournment

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

7. At all membership meetings, the presence of an owner and the exercise of the voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons possessing an ownership interest in the Unit in question and shall set forth the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

8. Notice shall be given by mailing (First Class US Mail) or hand-delivering the same not less than ten (10) nor more than thirty (30) days prior to the date of the meeting. A mailed notice shall be deemed duly given if addressed to the member at the address of his Unit within the Condominium, unless at the time of giving of such notice the member has, in writing, directed a different mailing address to be carried on the rolls of the Association. If a Unit is owned in common or jointly, notice is duly given to the person named in the certificate required by Paragraph 3 of Article II.

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

ARTICLE IV

BOARD OF DIRECTORS

1. The corporation and its affairs shall be governed, managed, and administered by a Board of Directors. The initial board of three (3) directors shall be appointed by the Incorporator of the Association. From and after the annual meeting of the members to be held in May 2007,



the board of directors shall be selected from the members of the Association. An officer or designated agent of a corporate member may serve as a director.

2. From and after the annual meeting to be held in May, 2007, the board of directors shall be three (3) in number, and at that meeting the term of the initial directors shall expire and the full complement of three (3) directors shall be elected. Thereafter the term of office for each director shall be three (3) years, except that at the annual meeting in May 2007, one (1) director shall be elected for a one-year term, one (1) director shall be elected for a two-year term, and one (1) director shall be elected for a three-year term so that at each annual meeting subsequent to the first annual meeting the terms of office of one-third (1/3) of the board shall expire and a new director shall be elected accordingly, but there shall be no limitation on the number of terms during which a director may serve. The length of the term of each director elected at the May 2005 annual meeting shall be determined by lot. All directors shall serve until their successors are duly designated and qualified.

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

4. Vacancies in the board of directors may be filled until the date of the next annual meeting by vote of the majority of the directors remaining in office, whether those remaining constitute a quorum or not.

5. The initial directors appointed by the Incorporator shall not be subject to removal. Thereafter a director may be removed from office at a special meeting of members called for such purpose if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor of such removal.

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

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



8. The board of directors may act by written consents, without a meeting, to the extent permitted by the Montana Non-Profit Corporation Act.

ARTICLE V

OFFICERS

1. The officers of the Association shall be the president, who shall be a director, the vice-president, who shall be a director, and the treasurer/secretary, who may or may not be director but who must be members, all of whom shall be elected annually by the board of directors, except that the initial officers shall be appointed by the Incorporator and shall serve until the first annual membership meeting in May, 2007, and the initial officers who serve until the annual meeting in May 2007, need not be members or directors of the corporation. The board of directors may, from time to time, create and fill other offices and designate the powers and duties of those offices. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the board, but subject at all times to the provisions of the Bylaws and to the control of the board of directors. More than one office may be held by a single person.

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

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

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

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

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

6. Any deed or contract for sale of real estate or lease (or assignment of such contract or lease) may be executed by the president or vice-president and any officer other than the president or vice-president. Any lien held by the board of directors may, in addition, authorize



the execution of the kinds of instruments above-mentioned or other instruments required to be executed on behalf of the Association in such manner as it shall by resolution direct.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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



9. To carry insurance as required by the Declaration.
10. To pay the cost of all utility or other services rendered to any of the Condominium property that is not billed directly to owners.
11. To interpret and apply the provisions of the Condominium Documents in matters of dispute between owners and the Association, which determination shall be binding on the owners; to conduct or supervise all votes or determinations by members other than a membership meeting.
12. To acquire title to and ownership of, in the name of the Association, Units within the Condominium upon judicial, sheriff, or tax sale, and on behalf of all owners to sell, lease, or mortgage such Units and to borrow funds for any legitimate purpose and to assign as security therefor the assessment receivables due the Association, provided the board of directors may in no manner affect or encumber the common elements of the Condominium or any Unit or the fractional interest appurtenant to such Unit (except such Units and the interests appurtenant thereto as the Association has acquired upon sale as set forth above) and provided further, the authority of the board of directors to borrow in excess of five thousand dollars (\$5,000.00) other than in connection with the mortgage of an acquired Unit to the amount of the loan value thereof shall be exercised only in the event of approval of owners entitled to cast seventy-five percent (75%) of the total number of votes outstanding and entitle to be cast. For purposes of permitted conveyance, lease, or encumbrance of Units or assessment receivables, the board of directors shall be regarded as the irrevocable agent and attorney in fact for all owners and members.

ARTICLE VII

COMMON EXPENSES, ASSESSMENT AND COLLECTION

1. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties, and obligations as set forth in any of the Condominium Documents and as are necessary or implied in connection with the powers and duties of the board of directors and the provisions of the Unit Ownership Act. Snow removal and lawn care in connection with common land shall be assumed by the Association as common expense.
2. Assessment against the Units and the owners thereof shall be made by the Association in order to provide funds for the discharge of all common expenses of the Association, which assessments, in addition to being and constituting a lien against the individual Units and the appurtenances thereto, shall also be a personal liability of the Unit owner and if more than one owner, jointly and severally as to each. All assessments and funds collected therefrom shall be charged or credited to the owner's account. Unless specifically otherwise provided, as for example in case of "special" assessments, each Unit and owner shall be liable and subjected only to the proportionate share of the total common expense and assessment made by the assessment and derived by multiplying the total assessment by the

percentage interest of ownership of the common elements which is appurtenant to that Unit, as set forth in the Declaration. Certain common expense for increased insurance premiums or on account of the failure of an owner to provide insurance premiums or on account of the failure of an owner to provide insurance or maintenance as provided by the Declaration or other defaults shall be recovered by an assessment made only against a particular Unit and the Unit owner or owners, which assessments are referred to in the Condominium Documents as "special" assessments and shall be made in the necessary amounts and without regard to the fractional interest formula. The expense of utilities which are not separately metered to each Unit is a common expense but the assessments may be made either according to the fractional interest appurtenant to each Unit or as "special" assessments on some other equitable prorated basis as the board of directors may determine.

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

(b) A first mortgagee, upon request, shall be entitled to written notification of any default in the performance of the mortgage of any obligation created by the Declaration, the Articles of Organization, or any other document affecting the Condominium, which default is not cured within sixty (60) days.

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

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

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



(c) Reserve for replacement, which shall include generally fund for repair, reconstruction, and the like required because of damage, destruction, or other hazards. Upon the determination of each budget, the directors shall each year levy an assessment for the amount assessed against each Unit at least thirty (30) days prior to the one-year period covered by the budget and assessments.

Notwithstanding the foregoing requirement of regular assessments, the board of directors may discontinue a regular annual assessment or reserve for replacement, or transfer such portion to another fund or account, it in its judgment the amount remaining is sufficient to satisfy the best interests of the members.

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

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

7. At the time of the recording of the Declaration or when the certificate of occupancy for a Building has been issued or as the board of directors determines, in its discretion, that a Building and improvements have been substantially completed and are ready for occupancy, the board of directors shall immediately meet and adopt an interim budget and make such assessments of whatever character as are necessary in order to provide for the expenses and obligations of the Association as determined by the Condominium Documents during the period of any fractional calendar year or any fractional year as may remain until the commencement of the initial one-year period contemplated by Paragraph 4 of this Article, which assessments shall be effective as of the date of the certificate of occupancy or such determination made by the board.

8. If prior to the date of its annual meeting in May, 2007, the Association requires capital, the Developer may loan to it any sums required in excess of the assessments for which

the Developer is liable as a Unit owner, in which event the requirement of Article VI, Paragraph 12, of approval by a seventy-five percent (75%) vote shall not apply.

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

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

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

ARTICLE VIII

TAXES

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

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



ARTICLE X

AMENDMENT

1. Except as provided in these Bylaws, these Bylaws may be amended, altered, or repealed or new bylaws may be adopted by the members at a special or annual meeting of or upon written ballot by the members upon the affirmative vote of seventy-five (75%) of the total number of votes outstanding and entitled to be cast, all in accordance with the Declaration and these Bylaws. No amendment, alteration, or action taken to repeal these Bylaws and adopt new bylaws shall change the provisions of the Declaration and these Bylaws which equate membership with Unit ownership, define the total number of votes, and base for each Unit the number of votes, liabilities for assessments, and interests in funds including insurance proceeds of the Association on the fractional interest appurtenant to that Unit unless unanimous consent of the Unit owners and their mortgagees is secured. Any amendment, alteration, or action taken to repeal these Bylaws and adopt new bylaws which affect the Developer's rights shall be void unless the written consent of the Developer is given.

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

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

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

ARTICLE XI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify any director or officer of the Association, any former director or officer, and any such person who, at the request of the Association, is serving or has served as a director, officer, agent, or trustee of another corporation, partnership, joint venture, trust or other enterprise, and their heirs, executors, and administrators, against all expense, liability, and loss (including attorneys' fees, judgments, fines, taxes, penalties, and amounts paid in settlement) actually and reasonably incurred by the indemnitee as to action or inaction

allegedly affecting BronzeLeaf occurring in the person's official capacity or in another capacity while holding the office, to the full extent permitted from time to time by applicable law, subject, however, to the remaining provisions of this Article. The obligation of the corporation under this Article shall be subject to the terms and conditions of a plan of indemnification adopted by a majority of the board of directors. Any such plan may limit or condition the obligation of the corporation, may grant contract rights to indemnitees, may limit indemnification to persons serving in specified offices, may provide procedural and substantive rights to indemnitees and may be amended, modified, or terminated by a majority of the board of directors. A plan of indemnification may obligate the corporation to indemnification which is less than the full extent permitted by applicable law and may contemplate future change in applicable law.

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

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

ARTICLE XII

ARBITRATION

Any dispute, controversy, or disagreement under this Declaration or the Bylaws of the Association shall be resolved by arbitration pursuant to the Uniform Arbitration Act, §27-51-111, *et seq.*, Montana Code Annotated (the "Act"). The arbitration shall be conducted by and under the rules of the American Arbitration Association, to be held in Gallatin County, Montana. Arbitration shall be commenced within fourteen (14) days from the date that there are irreconcilable differences between a member and the Association by the aggrieved member sending written notice to the Association at its registered office or to a director of the Association at the director's last known address. The mailing of such notice by registered or certified mail shall commence the arbitration proceedings and any award or decision in arbitration shall be binding upon the parties as provided in the Act. The arbitrator does not have authority to amend the Declaration, the Articles of Incorporation, of the Bylaws. The expenses of arbitration shall be shared equally by the parties to the arbitration.



ARTICLE XIII

GENERAL PROVISIONS

1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.
2. The Association shall not have a corporate seal
3. Each member shall have the obligations as such member as are imposed upon him or her by the Condominium Documents as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the Condominium property, except as the same may attach only against his or her appurtenant interest and be removable as such.
4. The board of directors may, in its discretion, issue written evidence of membership, but the same shall be evidence of membership only and shall in no manner be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such assignment, hypothecation, or transfer of the Unit.
5. So long as a Unit is owned by the Developer, the Developer shall only be subject to assessment for "current" expense. Upon acquisition of such a Unit from the Developer, however, such Unit shall then be subject to assessment for "reserves" for a prorated balance during the fiscal year in question and the payment in the same amount as previously assessed against the Unit not owned by the Developer and to assessment and, in addition, the lien for any emergency assessments in the same manner as if such Unit had not been Developer-owned at the time such assessments were made.

IN WITNESS WHEREOF, the undersigned, as the Incorporator of the Association, hereby appoints the following persons to serve on the board of directors and to serve as the officers named until the first annual meeting of the Association, to-wit:

	<u>Name</u>	<u>Officer Position</u>	<u>Address</u>
1.	Wallis Morger Bryan	President	321 East Main, #209 Bozeman, MT 59715
2.	Van K. Bryan	Vice-President	321 East Main, #209 Bozeman, MT 59715
3.	Wallis Morger Bryan	Secretary/Treasurer	321 East Main, #209 Bozeman, MT 59715



The undersigned, as the Incorporator of the Association, hereby declares and affirms the adoption of the foregoing Bylaws on this 6th day of March, 2008.

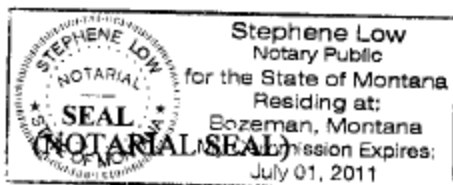
THE BLACKLEAF GROUP, LLC
A Montana Limited Liability Company

By: Wallis Morger Bryan
Wallis Morger Bryan, Mgr Partner

STATE OF MONTANA)
 :SS
County of Gallatin)

This instrument was signed or acknowledged before me on this 6th day of March, 2008, by Wallis Morger Bryan, Managing Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year this certificate first above written.



Stephene Low
Notary Pubic for the State of Montana
Residing at: Bozeman, Montana
My Commission expires: July 2011

EXHIBIT B

ARTICLES OF INCORPORATION OF

BRONZELEAF CONDOMINIUM HOMES OWNERS ASSOCIATION, INC.

A Montana Non-Profit Corporation

For the purposes of forming a non-profit corporation pursuant to the Montana Non-Profit Corporation Act, the undersigned, acting as sole Incorporator, adopts the following Articles of Incorporation:

ARTICLE 1. NAME

The name of the Corporation is BronzeLeaf Condominium Homes Owners Association, Inc. herein after referred to as the BronzeLeaf HOA.

ARTICLE 2. MEMBERS

The Corporation is a mutual benefit corporation. The Corporation will have members as described in the Bylaws.

ARTICLE 3. PURPOSE AND POWERS

A. The purpose of the Corporation is to provide an entity for management of the affairs of, and to act as the association of co-owners for, that certain property submitted to condominium ownership, pursuant to the Montana Unit Ownership Act, known as a condominium ownership, pursuant to the Montana Unit Ownership Act, known as a condominium complex and commonly referred to as "BronzeLeaf Condominiums" (sometimes referred to as "BronzeLeaf").

B. The Corporation shall have all powers and purposes granted or implied to an association of co-owners under the provisions of the Montana Unit Ownership Act, §70-23-101, *et seq.*, as amended from time to time, and as are granted or implied by the Declaration of Condominium establishing the Condominium and any other relevant condominium documents. All of such powers shall likewise constitute the lawful purposes of the Corporation.

C. In managing the affairs of the Condominium, the Corporation may join with the management of any other corporations managing a condominium in securing or providing services or facilities common, in whole or in part, to both or all, and in discharging the expense thereof.

D. The purposes of the Corporation are non-profit, not for private profit or gain, and no part of the Corporation's activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation. The Corporation is expressly prohibited from making any distributions of income to its members, directors, or officers, although members, directors, or officers may be reimbursed for expenses incurred while conducting the affairs of the Corporation. No dividends shall be paid to members at any time.

ARTICLE 4: REGISTERED OFFICE AND AGENT

The address of the initial Registered Office of the Corporation is: 321 E. Mains, Suite 209, Bozeman, MT 59715. The name of its initial Registered Agent at such address is Wallis Morger Bryan.

ARTICLE 5: BOARD OF DIRECTORS

There shall be three (3) directors of the Corporation. A director may be removed from office at a special meeting of the members of the Corporation in such manner as may be provided in the Bylaws. The Incorporator shall appoint three (3) directors to serve until the annual meeting held in May 2007.

ARTICLE 6: INCORPORATOR

The name and address of the Incorporator of the Corporation is:

The BlackLeaf Group, LLC
A Montana Limited Liability Company
Wallis Morger Bryan and Van K. Bryan, Members
321 East Main Street, Suite No. 209
Bozeman, MT 59715

ARTICLE 7: BYLAWS

The initial Bylaws of the Corporation shall be adopted by its Incorporator; thereafter, the power to alter, amend, or repeal the Bylaws or adopt new bylaws is reserved to the members of the Corporation, in the manner the Bylaws provide.

ARTICLE 8: MEMBERS AND VOTING

Persons who from time to time own units in the Condominium, whether completed or uncompleted, shall be members of the Corporation, as the Bylaws provide, for so long as such persons own units in the Condominium, all of which rights and obligations thereof shall be governed by the provisions of the Bylaws to be adopted as provided in the preceding Article. The voting rights of the member shall be fixed, limited, enlarged, or denied to the extent specified in the Bylaws.

ARTICLE 9: DISTRIBUTION OF ASSETS UPON DISSOLUTION

In the event of dissolution and liquidation of the Corporation's assets, assets remaining for distribution, if any, shall be distributed to the members in accordance with their proportionate shares of the ownership units existing in the Condominium, as determined by the Declaration and/or the Bylaws. This distribution shall not be deemed to be a dividend or distribution of income.

ARTICLE 10: AMENDMENT

Articles 7 and 8 may be amended only by unanimous vote of all of the members of the Corporation. Any other amendment to these Articles may be made as provided in the Montana Non-Profit Corporation Act and the amendments thereto, except that such amendments may not, of themselves, contravene the Declaration of Condominium as it exists or may be amended.

ARTICLE 11: INDEMNIFICATION

The Corporation reserves the right to indemnify officers and directors, in its discretion, as permitted in its Bylaws.

Dated this 6th of March, 2008.

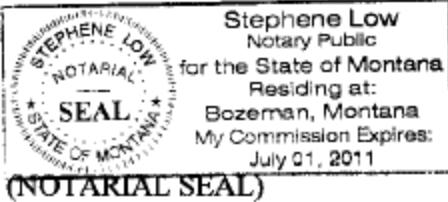
THE BLACKLEAF GROUP, LLC
A Montana Limited Liability Company

By: Wallis Morger Bryan
Wallis Morger Bryan, Mgr. Partner

STATE OF MONTANA)
 :SS
County of Gallatin

This instrument was signed or acknowledged before me on this 6th day of March, 2008,
by Wallis Morger Bryan, Managing Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day
and year this certificate first above written.



Stephen Low
Notary Public for the State of Montana
Residing at: Bozeman, Montana
My Commission expires: July 2011

CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, the undersigned, designated in Article 4 as the Registered Agent for this corporation
hereby accept that appointment.

Dated this 6th day of March, 2008.

Wallis Morger Bryan
Wallis Morger Bryan, Mgr Partner

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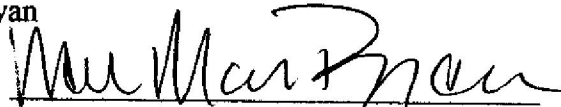
Charlotte Mills-Gallatin Co MTMISC 22.00

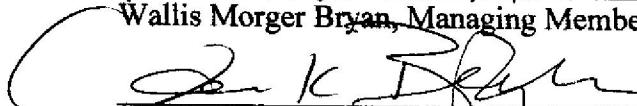
AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BRONZELEAF CONDOMINIUMS

Pages 16 and 17 of the original filed documents on record, 2237751, at the Gallatin County Courthouse in the State of Montana pertaining to the Declaration of Condominium For BronzeLeaf Condominium Homes dated August 8, 2006 shall be amended per the following attached **Exhibit J**.

STATE OF MONTANA)
 :SS
County of Gallatin)

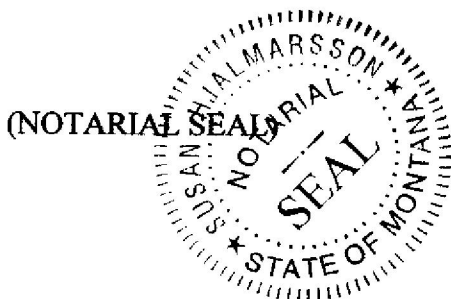
This instrument was signed or acknowledged before me on this 3rd day of January, 2007, by the Developer, BlackLeaf Group, LLC, members Wallis Morger Bryan and Van K. Bryan


Wallis Morger Bryan, Managing Member


Van K. Bryan, Member

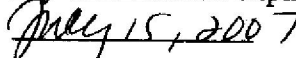
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year this certificate first above written.





Notary Pubic for the State of
Montana
Residing at Bozeman, Montana

My Commission expires:





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Charlotte Mills-Gallatin Co MTMISC

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EXHIBIT J

Amendment to Pages 16 and 17 of the Original filed documents, 8/08/06.

ARTICLE X

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE, AND ENJOYMENT

5 (a)(i) Pets: Procedure for Removal of Uncontrolled Pets

ONE non-nuisance dog may be kept in any basement level unit of each building (i.e. units designated as 1A, 1B, 1C and 1D). **ONE non-
nuisance dog, 40 lbs or less, may be kept in any upper level owner-
occupied unit (i.e. units designated as 2A, 2B, 2C, 2D, 3A, 3B, 3C
and 3D). NO dogs may be kept in any upper level unit (i.e. units
designated as 2A, 2B, 2C, 2D, 3A, 3B, 3C and 3D), designated as an
"Investor Unit" pursuant to Article X, Paragraph 10(b).**

- (c) No pet may run free, unleashed, or unattended anywhere outside its owner's Unit. Owners must immediately clean up after a pet if it defecates (***disposed of in Condominium dumpster or Owners garbage***) or urinates outside the owner's Unit, on Condominium property. The failure of any pet owner to abide by subparagraphs (a), (b), or (c) on two or more occasions, and the Associations receipt of written complaints to that effect by two or more Unit owners, shall permit the Board of Directors of the Association, by majority vote, following a hearing on the issue, to require the owner to permanently remove the pet from the Condominium property with seventy-two (72) hours of the board's decision. ***Owners will be responsible for all repairs deemed necessary by the Board of Directors of the Association for any damage caused directly by their pet or the Investor Unit Owner for their renter's pet to any Condominium property.***



AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BRONZELEAF CONDOMINIUMS

Pages 7, 9, & 16 of the original filed documents on record, 2237751, at the Gallatin County Courthouse in the State of Montana pertaining to the Declaration of Condominium For BronzeLeaf Condominium Homes dated August 8, 2006 shall be amended per the following attached **Exhibits G, H, & I.**

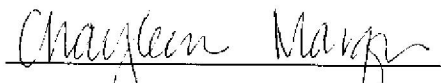
STATE OF MONTANA)
 :SS
County of Gallatin)

This instrument was signed or acknowledged before me on this 30th day of NOVEMBER, 2006, by the Developer, BlackLeaf Group, LLC, members Wallis Morger Bryan and Van K. Bryan


Wallis Morger Bryan, Managing Member


Van K. Bryan, Member

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year this certificate first above written.


Chayleen Marquis

(NOTARIAL SEAL)



Notary Pubic for the State of
Montana
Residing at Bozeman, Montana

My Commission expires:
August 14, 2010

EXHIBIT G

Amendment to Page 7 of the Original filed documents, 8/08/06.

ARTICLE VI

DEVELOPER'S RESERVED RIGHTS AND POWERS

3. Termination of Developer's Rights/Voting Rights/Adjustment of Fractional Interest
On December 31, 2013, Developer's rights to develop Units shall terminate with respect to all Proposed Units that have not been built.



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Shelley Vance-Gallatin Co MT MISC 44.00

EXHIBIT H

Amendment to Page 9 of the Original filed documents, 8/08/06.

ARTICLE VI

DEVELOPER'S RESERVED RIGHTS AND POWERS

5. Additional Improvements.
At any time prior to **December 31, 2013**, Developer may, in its sole discretion, and as allowed by law, construct improvements on the real estate described in Article II, which improvements shall be in addition to the Units contemplated by this Declaration.



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Shelley Vance-Gallatin Co MT MISC

44.00

EXHIBIT I

Amendment to Page 16 of the Original filed documents, 8/08/06.

ARTICLE X

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE, AND ENJOYMENT

- 5 (a)(i) Pets; Procedure for Removal of Uncontrolled Pets
One non-nuisance dog may be kept in any ***basement level*** units of each building;



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Shelley Vance-Gallatin Co MT MISC 44.00

BLACKLEAF GROUP, LLC
321 E. MAIN, STE 209
BOZEMAN, MT 59715



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SUPPLEMENTAL DECLARATION OF CONDOMINIUM FOR BRONZELEAF CONDOMINIUMS

By this Supplemental Declaration made this 7th day of September, 2007, the BlackLeaf Group, LLC, a Montana limited partnership, of Bozeman, Montana, the undersigned, amends the prior declaration for BronzeLeaf Condominiums filed with the Clerk and Recorder of Gallatin County, Montana on the 18th day of September, 2007 as Document No. 2237751, according to the records of the Clerk and Recorder of Gallatin County, Montana. This amendment is made pursuant to Article I, II, & V and other appropriate provisions or exhibits of said Declarations.

Amendment to Pages 1, 3, 4, and 6 of the Original filed documents, 8/08/06.

ARTICLE I

PURPOSE AND CERTAIN DEFINITIONS

1. Purpose.
 1. To amend the unit designation and to remove 4 units from the condominium. The unit designations were based on the address of the individual units as set by the City of Bozeman. Due to the change in address and to eliminate confusion, the units are amended to reflect the new addressing with the City of Bozeman. **Developer has constructed, or is now constructing seven (7) Buildings with twelve (12) Units each, one (1) Building with eight (8) Units each, along with three (3) Garage Structures and seven (7) Carport Structures.**

ARTICLE II

DESCRIPTION OF LAND AND BUILDINGS: PRINCIPAL MATERIALS

2. Site Plan and Description.

<u>Address of Building</u>	<u>No. Of Levels</u>	<u>No. Of Units</u>
4665 Bembrick Street (Formerly 565 Bembrick)	2	12
4673 Bembrick Street	2	12

(Formerly 573 Bembrick)		
4689 Bembrick Street	2	12
(Formerly 587 Bembrick)		
4659 Bembrick Street	2	8
(Formerly 559 Bembrick)		
4643 Bembrick Street	2	12
(Formerly 543 Bembrick)		
4615 Bembrick Street	2	12
(Formerly 513 Bembrick)		
4635 Bembrick Street	2	12
(Formerly 525 Bembrick)		
4645 Bembrick Street	2	12
(Formerly 537 Bembrick)		

All of the Buildings 1, 2, 3, 5, 6, 7, 8 will have a basement. In addition, there are three (3) Garage Structures that contain spaces for twelve (12) stalls and seven (7) Carport Structures as set forth on the Revised Site Development Plan that is Exhibit K attached hereto.

ARTICLE V

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

1. Fraction of Ownership Interest; Voting Rights.

1.2 Fractional Interest of Undivided Ownership.

At the completion of all Buildings proposed for the BronzeLeaf Condominiums, **each Unit owner shall have a 1/92 fractional interest of undivided ownership in the land and other common elements in BronzeLeaf, and, upon completion, each Unit conclusively shall be presumed to have a value equal to 1/92 of the whole, provided, however, that Declarant may elect not to construct the entire ninety-two (92) Units subject to this Declaration.**

2. Voting Rights.

The initial total number of votes outstanding and entitled to be cast by the owners is **ninety-two (92)**, which is equal to the number of Units in the completed project.



Old Unit Number	New Unit Number	SF	% Interest General Common Elements
565 Bembrick Street #1A	4665 Bembrick Street #1A	1040	1/92 or 1.09%
565 Bembrick Street #1B	4665 Bembrick Street #1B	1040	1/92 or 1.09%
565 Bembrick Street #1C	4665 Bembrick Street #1C	1040	1/92 or 1.09%
565 Bembrick Street #1D	4665 Bembrick Street #1D	1040	1/92 or 1.09%
565 Bembrick Street #2A	4665 Bembrick Street #2A	1040	1/92 or 1.09%
565 Bembrick Street #2B	4665 Bembrick Street #2B	1040	1/92 or 1.09%
565 Bembrick Street #2C	4665 Bembrick Street #2C	1040	1/92 or 1.09%
565 Bembrick Street #2D	4665 Bembrick Street #2D	1040	1/92 or 1.09%
565 Bembrick Street #3A	4665 Bembrick Street #3A	1040	1/92 or 1.09%
565 Bembrick Street #3B	4665 Bembrick Street #3B	1040	1/92 or 1.09%
565 Bembrick Street #3C	4665 Bembrick Street #3C	1040	1/92 or 1.09%
565 Bembrick Street #3D	4665 Bembrick Street #3D	1040	1/92 or 1.09%
573 Bembrick Street #1A	4673 Bembrick Street #1A	1040	1/92 or 1.09%
573 Bembrick Street #1B	4673 Bembrick Stree #1B	1040	1/92 or 1.09%
573 Bembrick Street #1C	4673 Bembrick Street #1C	1040	1/92 or 1.09%
573 Bembrick Street #1D	4673 Bembrick Street #1D	1040	1/92 or 1.09%
573 Bembrick Street #2A	4673 Bembrick Street #2A	1040	1/92 or 1.09%
573 Bembrick Street #2B	4673 Bembrick Street #2B	1040	1/92 or 1.09%
573 Bembrick Street #2C	4673 Bembrick Street #2C	1040	1/92 or 1.09%
573 Bembrick Street #2D	4673 Bembrick Street #4C	1040	1/92 or 1.09%
573 Bembrick Street #3A	4673 Bembrick Street #3A	1040	1/92 or 1.09%



Old Unit Number	New Unit Number	SF	% Interest General Common Elements
573 Bembrick Street #3B	4673 Bembrick Street #3B	1040	1/92 or 1.09%
573 Bembrick Street #3C	4673 Bembrick Street #3C	1040	1/92 or 1.09%
573 Bembrick Street #3D	4673 Bembrick Street #3D	1040	1/92 or 1.09%
587 Bembrick Street #1A	4689 Bembrick Street #1A	1040	1/92 or 1.09%
587 Bembrick Street #1B	4689 Bembrick Street #1B	1040	1/92 or 1.09%
587 Bembrick Street #1C	4689 Bembrick Street #1C	1040	1/92 or 1.09%
587 Bembrick Street #1D	4689 Bembrick Street #1D	1040	1/92 or 1.09%
587 Bembrick Street #2A	4689 Bembrick Street #2A	1040	1/92 or 1.09%
587 Bembrick Street #2B	4689 Bembrick Street #2B	1040	1/92 or 1.09%
587 Bembrick Street #2C	4689 Bembrick Street #2C	1040	1/92 or 1.09%
587 Bembrick Street #2D	4689 Bembrick Street #2D	1040	1/92 or 1.09%
587 Bembrick Street #3A	4689 Bembrick Street #3A	1040	1/92 or 1.09%
587 Bembrick Street #3B	4689 Bembrick Street #3B	1040	1/92 or 1.09%
587 Bembrick Street #3C	4689 Bembrick Street #3C	1040	1/92 or 1.09%
587 Bembrick Street #3D	4689 Bembrick Street #3D	1040	1/92 or 1.09%
559 Bembrick Street #1A	4659 Bembrick Street #1A	1020	1/92 or 1.09%
559 Bembrick Street #1B	4659 Bembrick Street #1B	1020	1/92 or 1.09%
559 Bembrick Street #1C	4659 Bembrick Street #1C	1020	1/92 or 1.09%
559 Bembrick Street #1D	4659 Bembrick Street #1D	1020	1/92 or 1.09%
559 Bembrick Street #2A	4659 Bembrick Street #2A	1020	1/92 or 1.09%
559 Bembrick Street #2B	4659 Bembrick Street #2B	1020	1/92 or 1.09%
559 Bembrick Street #2C	4659 Bembrick Street #2C	1020	1/92 or 1.09%
559 Bembrick Street #2D	4659 Bembrick Street #2D	1020	1/92 or 1.09%
559 Bembrick Street #3A	Removed from Declaration		1/92 or 1.09%
559 Bembrick Street #3B	Removed from Declaration		1/92 or 1.09%
559 Bembrick Street #3C	Removed from Declaration		1/92 or 1.09%
559 Bembrick Street #3D	Removed from Declaration		1/92 or 1.09%



Old Unit Number	New Unit Number	SF	% Interest General Common Elements
543 Bembrick Street #1A	4643 Bembrick Street #1A	1040	1/92 or 1.09%
543 Bembrick Street #1B	4643 Bembrick Street #1B	1040	1/92 or 1.09%
543 Bembrick Street #1C	4643 Bembrick Street #1C	1040	1/92 or 1.09%
543 Bembrick Street #1D	4643 Bembrick Street #1D	1040	1/92 or 1.09%
543 Bembrick Street #2A	4643 Bembrick Street #2A	1040	1/92 or 1.09%
543 Bembrick Street #2B	4643 Bembrick Street #2B	1040	1/92 or 1.09%
543 Bembrick Street #2C	4643 Bembrick Street #2C	1040	1/92 or 1.09%
543 Bembrick Street #2D	4643 Bembrick Street #2D	1040	1/92 or 1.09%
543 Bembrick Street #3A	4643 Bembrick Street #3A	1040	1/92 or 1.09%
543 Bembrick Street #3B	4643 Bembrick Street #3B	1040	1/92 or 1.09%
543 Bembrick Street #3C	4643 Bembrick Street #3C	1040	1/92 or 1.09%
543 Bembrick Street #3D	4643 Bembrick Street #3D	1040	1/92 or 1.09%
533 Bembrick Street #1A	4615 Bembrick Street #1A	1040	1/92 or 1.09%
513 Bembrick Street #1B	4615 Bembrick Street #1B	1040	1/92 or 1.09%
513 Bembrick Street #1C	4615 Bembrick Street #1C	1040	1/92 or 1.09%
513 Bembrick Street #1D	4615 Bembrick Street #1D	1040	1/92 or 1.09%
513 Bembrick Street #2A	4615 Bembrick Street #2A	1040	1/92 or 1.09%
513 Bembrick Street #2B	4615 Bembrick Street #2B	1040	1/92 or 1.09%
513 Bembrick Street #2C	4615 Bembrick Street #2C	1040	1/92 or 1.09%
513 Bembrick Street #2D	4615 Bembrick Street #2D	1040	1/92 or 1.09%
513 Bembrick Street #3A	4615 Bembrick Street #3A	1040	1/92 or 1.09%
513 Bembrick Street #3B	4615 Bembrick Street #3B	1040	1/92 or 1.09%
513 Bembrick Street #3C	4615 Bembrick Street #3C	1040	1/92 or 1.09%
513 Bembrick Street #3D	4615 Bembrick Street #3D	1040	1/92 or 1.09%
525 Bembrick Street #1A	4635 Bembrick Street #1A	1040	1/92 or 1.09%
525 Bembrick Street #1B	4635 Bembrick Street #1B	1040	1/92 or 1.09%



Old Unit Number	New Unit Number	SF	% Interest General Common Elements
525 Bembrick Street #1C	4635 Bembrick Street #1C	1040	1/92 or 1.09%
525 Bembrick Street #1D	4635 Bembrick Street #1D	1040	1/92 or 1.09%
525 Bembrick Street #2A	4635 Bembrick Street #2A	1040	1/92 or 1.09%
525 Bembrick Street #2B	4635 Bembrick Street #2B	1040	1/92 or 1.09%
525 Bembrick Street #2C	4635 Bembrick Street #2C	1040	1/92 or 1.09%
525 Bembrick Street #2D	4635 Bembrick Street #2D	1040	1/92 or 1.09%
525 Bembrick Street #3A	4635 Bembrick Street #3A	1040	1/92 or 1.09%
525 Bembrick Street #3B	4635 Bembrick Street #3B	1040	1/92 or 1.09%
525 Bembrick Street #3C	4635 Bembrick Street #3C	1040	1/92 or 1.09%
525 Bembrick Street #3D	4635 Bembrick Street #3D	1040	1/92 or 1.09%
537 Bembrick Street #1A	4635 Bembrick Street #1A	1040	1/92 or 1.09%
537 Bembrick Street #1B	4635 Bembrick Street #1B	1040	1/92 or 1.09%
537 Bembrick Street #1C	4635 Bembrick Street #1C	1040	1/92 or 1.09%
537 Bembrick Street #1D	4635 Bembrick Street #1D	1040	1/92 or 1.09%
537 Bembrick Street #2A	4635 Bembrick Street #2A	1040	1/92 or 1.09%
537 Bembrick Street #2B	4635 Bembrick Street #2B	1040	1/92 or 1.09%
537 Bembrick Street #2C	4635 Bembrick Street #2C	1040	1/92 or 1.09%
537 Bembrick Street #2D	4635 Bembrick Street #2D	1040	1/92 or 1.09%
537 Bembrick Street #3A	4635 Bembrick Street #3A	1040	1/92 or 1.09%
537 Bembrick Street #3B	4635 Bembrick Street #3B	1040	1/92 or 1.09%
537 Bembrick Street #3C	4635 Bembrick Street #3C	1040	1/92 or 1.09%
537 Bembrick Street #3D	4635 Bembrick Street #3D	1040	1/92 or 1.09%



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EXHIBIT F

UNIT NO.	SQUARE FOOTAGE	PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS
4665 Bembrick Street #1A	1040	1/92
4665 Bembrick Street #1B	1040	1/92
4665 Bembrick Street #1C	1040	1/92
4665 Bembrick Street #1D	1040	1/92
4665 Bembrick Street #2A	1040	1/92
4665 Bembrick Street #2B	1040	1/92
4665 Bembrick Street #2C	1040	1/92
4665 Bembrick Street #2D	1040	1/92
4665 Bembrick Street #3A	1040	1/92
4665 Bembrick Street #3B	1040	1/92
4665 Bembrick Street #3C	1040	1/92
4665 Bembrick Street #3D	1040	1/92
4673 Bembrick Street #1A	1040	1/92
4673 Bembrick Street #1B	1040	1/92
4673 Bembrick Street #1C	1040	1/92
4673 Bembrick Street #1D	1040	1/92
4673 Bembrick Street #2A	1040	1/92
4673 Bembrick Street #2B	1040	1/92
4673 Bembrick Street #2C	1040	1/92
4673 Bembrick Street #2D	1040	1/92
4673 Bembrick Street #3A	1040	1/92
4673 Bembrick Street #3B	1040	1/92
4673 Bembrick Street #3C	1040	1/92
4673 Bembrick Street #3D	1040	1/92
4689 Bembrick Street #1A	1040	1/92
4689 Bembrick Street #1B	1040	1/92
4689 Bembrick Street #1C	1040	1/92
4689 Bembrick Street #1D	1040	1/92
4689 Bembrick Street #2A	1040	1/92
4689 Bembrick Street #2B	1040	1/92
4689 Bembrick Street #2C	1040	1/92
4689 Bembrick Street #2D	1040	1/92
4689 Bembrick Street #3A	1040	1/92

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4689 Bembrick Street #3B	1040	1/92
4689 Bembrick Street #3C	1040	1/92
4689 Bembrick Street #3D	1040	1/92
4659 Bembrick Street #1A	1020	1/92
4659 Bembrick Street #1B	1020	1/92
4659 Bembrick Street #1C	1020	1/92
4659 Bembrick Street #1D	1020	1/92
4659 Bembrick Street #2A	1020	1/92
4659 Bembrick Street #2B	1020	1/92
4659 Bembrick Street #2C	1020	1/92
4659 Bembrick Street #2D	1020	1/92
4643 Bembrick Street #1A	1040	1/92
4643 Bembrick Street #1B	1040	1/92
4643 Bembrick Street #1C	1040	1/92
4643 Bembrick Street #1D	1040	1/92
4643 Bembrick Street #2A	1040	1/92
4643 Bembrick Street #2B	1040	1/92
4643 Bembrick Street #2C	1040	1/92
4643 Bembrick Street #2D	1040	1/92
4643 Bembrick Street #3A	1040	1/92
4643 Bembrick Street #3B	1040	1/92
4643 Bembrick Street #3C	1040	1/92
4643 Bembrick Street #3D	1040	1/92
4615 Bembrick Street #1A	1040	1/92
4615 Bembrick Street #1B	1040	1/92
4615 Bembrick Street #1C	1040	1/92
4615 Bembrick Street #1D	1040	1/92
4615 Bembrick Street #2A	1040	1/92
4615 Bembrick Street #2B	1040	1/92
4615 Bembrick Street #2C	1040	1/92
4615 Bembrick Street #2D	1040	1/92
4615 Bembrick Street #3A	1040	1/92
4615 Bembrick Street #3B	1040	1/92
4615 Bembrick Street #3C	1040	1/92
4615 Bembrick Street #3D	1040	1/92
4635 Bembrick Street #1A	1040	1/92
4635 Bembrick Street #1B	1040	1/92

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Charlotte Mills-Gallatin Co MTMISC 97.00

4635 Bembrick Street #1C	1040	1/92
4635 Bembrick Street #1D	1040	1/92
4635 Bembrick Street #2A	1040	1/92
4635 Bembrick Street #2B	1040	1/92
4635 Bembrick Street #2C	1040	1/92
4635 Bembrick Street #2D	1040	1/92
4635 Bembrick Street #3A	1040	1/92
4635 Bembrick Street #3B	1040	1/92
4635 Bembrick Street #3C	1040	1/92
4635 Bembrick Street #3D	1040	1/92
4645 Bembrick Street #1A	1040	1/92
4645 Bembrick Street #1B	1040	1/92
4645 Bembrick Street #1C	1040	1/92
4645 Bembrick Street #1D	1040	1/92
4645 Bembrick Street #2A	1040	1/92
4645 Bembrick Street #2B	1040	1/92
4645 Bembrick Street #2C	1040	1/92
4645 Bembrick Street #2D	1040	1/92
4645 Bembrick Street #3A	1040	1/92
4645 Bembrick Street #3B	1040	1/92
4645 Bembrick Street #3C	1040	1/92
4645 Bembrick Street #3D	1040	1/92

TOTAL	95,520	100 %
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STATE OF MONTANA)

:ss

County of Gallatin)

This instrument was signed or acknowledged before me on this 14th day of September, 2007, by the Developer, BlackLeaf Group, LLC, members Wallis Morger Bryan, Managing Partner:

Wallis Morger Bryan
Wallis Morger Bryan, Managing Member

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year this certificate first above written.



Susan Hjalmarsson
SUSAN HJALMARSSON
Notary Public for the State of
Montana
Residing at Bozeman, Montana

My Commission expires: July 16, 2007 2011

**FIRST AMENDMENT TO THE
RESTATED AND REVISED DECLARATION OF CONDOMINIUM
FOR
BRONZELEAF CONDOMINIUMS**

This First Amendment to the Restated and Revised Declaration of Condominium for Bronzeleaf Condominiums (the "First Amendment") is made by The Blackleaf Group, LLC, which as of the date of recording of this instrument is the sole owner of the development rights to construct a total of 92 Units within the Condominium Regime as established pursuant to the Restated and Revised Declaration of Condominium for Bronzeleaf Condominiums dated March 6, 2008, and recorded with the Gallatin County Clerk and Recorder on March 6, 2008 as Document No. 2293511. The Restated and Revised Declaration and this First Amendment together constitute the "Declaration".

Unless otherwise defined differently in this First Amendment, the definitions set forth in the Restated and Revised Declaration apply to the terms used herein. This First Amendment amends the Restated and Revised Declaration as follows:

ARTICLE 2

Article II, Paragraph 2, is amended to insert the following paragraph:

2.1. Development in Phases. The Condominium is planned to be a 92-Unit residential condominium development consisting of eight (8) Buildings that will be developed in eight (8) phases. Each newly constructed Building shall be combined with any and all previously constructed Buildings for the purpose of defining the current phase of development, as more particularly set forth on Exhibit H attached hereto. Developer retains the right to construct less than ninety two (92) single-residential Units and less than eight (8) Buildings.

Except as amended herein, the Restated and Revised Declaration, as amended by this First Amendment, remains in full force and effect.

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Dated as of this ___ day of September, 2008.

THE BLACKLEAF GROUP, LLC
A Montana Limited Liability Company

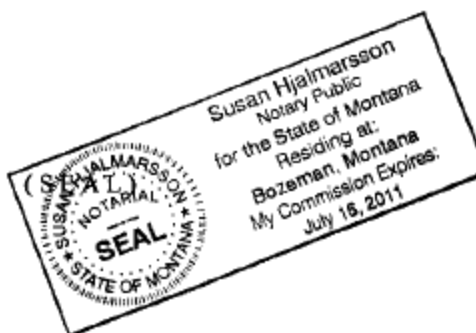
By: Wallis Morger Bryan
Wallis Morger Bryan, Managing Member

STATE OF MONTANA)

:ss

County of Gallatin)

This instrument was acknowledged before me on the 26 day of Septemb, 2008, by Wallis Morger Bryan, Managing Member of The Blackleaf Group, LLC.



Susan Hjalmarsson
Notary Public for the State of Montana
Printed Name: SUSAN HJALMARSSON
Residing at: Bozeman MT
My Commission Expires: July 16, 2011

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Page: 2 of 3
09/26/2009 02:21P
Charlotte Mills-Gallatin Co MTMISC 33.00

EXHIBIT H

Construction Phasing of Bronzeleaf Condominiums

Phase I – 12 Units
4665 Bembrick – 12 Units

Phase II – 24 Units
4665 Bembrick – 12 Units
4673 Bembrick – 12 Units

Phase III – 36 Units
4665 Bembrick – 12 Units
4673 Bembrick – 12 Units
4689 Bembrick – 12 Units

Phase IV – 48 Units
4665 Bembrick – 12 Units
4673 Bembrick – 12 Units
4689 Bembrick – 12 Units
4645 Bembrick – 12 Units

Phase V – 60 Units
4665 Bembrick – 12 Units
4673 Bembrick – 12 Units
4689 Bembrick – 12 Units
4645 Bembrick – 12 Units
4635 Bembrick – 12 Units

Phase VI

Phase VII

Phase VIII

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Charlotte Mills-Gallatin Co NTMISC 33.00

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Charlotte Mills - Gallatin County, MT MISC

**SECOND AMENDMENT TO THE
RESTATED AND REVISED DECLARATION OF CONDOMINIUM
FOR
BRONZELEAF CONDOMINIUMS**

This Second Amendment to the Restated and Revised Declaration of Condominium for Bronzeleaf Condominiums (the "Second Amendment") is made by the unit owners acting through The Bronzeleaf Condominiums Home Owners Association, Inc. The Restated and Revised Declaration of Condominium for Bronzeleaf Condominiums dated March 6, 2008 and recorded with the Gallatin County Clerk and Recorder on March 6, 2008 as Document No. 2293511; the First Amendment dated September 26, 2008 and recorded with the Gallatin County Clerk and Recorder on September 26, 2008 as Document No. 2311386; and this Second Amendment shall together constitute the "Declaration".

Unless otherwise defined differently in this Second Amendment, the definitions set forth in the Restated and Revised Declaration apply to the terms used herein. This Second Amendment amends the Restated and Revised Declaration as follows:

**ARTICLE X CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE
AND ENJOYMENT**

Current Paragraph 10(b) is deleted and the following new Paragraph 10(b) is substituted:

- (b) All leases of Units shall be in writing and subject to the Declaration and Bylaws. A copy of the lease shall be delivered to the Association before the lessee takes possession of the property. A lease shall not relieve the Unit owner from any responsibility imposed by the Declaration and Bylaws. No lease shall be for an initial term of less than 30 days.

ARTICLE XI INSURANCE

Article XI, Paragraphs 2 and 11 are deleted. The remaining paragraphs in Article XI are renumbered consecutively.

EXHIBIT G

Exhibit G to the Restated and Revised Declaration of Condominium is deleted.

The foregoing amendments were approved by the affirmative vote of 75% of the Unit Owners at a Special Meeting of the BronzeLeaf Condominiums Home Owners Association, Inc. on March 16, 2009.

Except as amended herein and in the First Amendment, the Restated and Revised Declaration remains in full force and effect.

Dated as of this 22 day of April, 2009.

THE BRONZELEAF CONDOMINIUMS HOME OWNERS ASSOCIATION, INC.

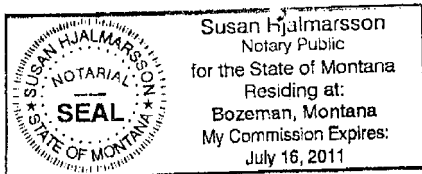
By: Wallis Morger Bryan
Wallis Morger Bryan, President

STATE OF MONTANA)

:SS

County of Gallatin)

This instrument was acknowledged before me on the 22 day of April, 2009, by Wallis Morger Bryan, President of The Bronzeleaf Condominiums Home Owners Association, Inc.



Susan Hjalmarsson

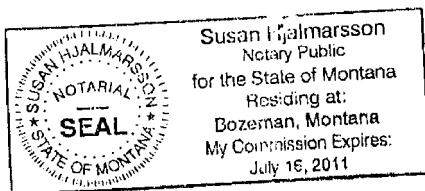
By: Wallis Morger Bryan
Wallis Morger Bryan, Secretary

STATE OF MONTANA)

:SS

County of Gallatin)

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Susan Hjalmarsson

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Charlotte Mills - Gallatin County MT MISC

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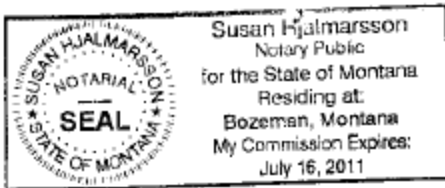
By: Wallis Morger Bryan
Wallis Morger Bryan, President

STATE OF MONTANA)

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County of Gallatin)

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Susan Hjalmarsson

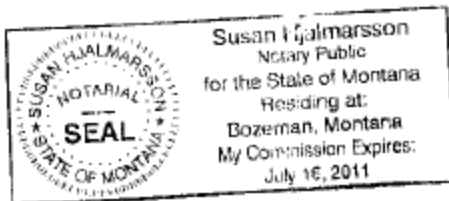
By: Wallis Morger Bryan
Wallis Morger Bryan, Secretary

STATE OF MONTANA)

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County of Gallatin)

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Susan Hjalmarsson