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Charlotte Mills - Gallatin County, MT MISC

After recording please return to:

BronzeLeaf Condominium Home Owner's Association, Inc.  
2413 W. Main, Suite 3  
Bozeman, MT 59718

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

Reference is made to that certain Restated and Revised Declaration of Condominium for BronzeLeaf Condominiums dated March 6, 2008 and recorded on March 6, 2008, as Document No. 2293511; First Amendment dated September 26, 2008 and recorded on September 26, 2008 as Document No. 2311386; Second Amendment dated April 22, 2009 and recorded on April 28, 2009 as Document No. 2328648, all in the official records of the Clerk and Recorder of Gallatin County, Montana (collectively referred to herein as the "Declaration").

#### **RECITALS**

WHEREAS, pursuant to the Declaration BronzeLeaf Condominiums is planned to consist of 92 Units and 8 Buildings, but only 60 Units and 5 buildings have been completed;

WHEREAS, The Bryan Group, LLC ("Bryan") is the successor Declarant and Developer of BronzeLeaf Condominiums and the owner of the right to develop the 32 remaining unbuilt Units on 3 building pad sites;

WHEREAS, BronzeLeaf Condominiums Home Owners' Association, Inc. ("Association") is the Association of unit owners of BronzeLeaf Condominiums, acting through its duly elected Board of Directors pursuant to the Declaration and Bylaws;

WHEREAS, a question exists between Bryan and the Association regarding the purpose and effect of Art. VI, Sections 3 and 5 of the Declaration, which purports to terminate on December 31, 2013 the developer's right to develop units and construct improvements;

WHEREAS, Bryan has proposed plans for the development of additional units and construction of additional improvements on certain terms, conditions and restrictions set forth herein;

WHEREAS, the Association believes that the completion of the development pursuant to Bryan's proposal will be of benefit to the Association and the existing unit owners; and submitted to the unit owners a proposal to amend the Declaration in order to extend until December 31, 2019 the termination date of the developer's rights;

WHEREAS, at a special meeting of Association the proposed Amendment received the favorable vote of at least 75% of the owners, thereby meeting the requirements of Article XIII of the Declaration; and

WHEREAS, Bryan is exercising its reserved rights and powers as the successor Declarant and Developer to make certain amendments to the Declaration reducing the total number of Units and Buildings to be developed, pursuant to Articles V and VI of the Declaration;

NOW, THEREFORE, the Declaration is hereby amended as follows:

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The Owners, pursuant to Article XIII, Section 4(a), hereby amend the Declaration as follows:

Article VI, Sections 3 and 5 are deleted in their entirety and replaced with the following:

3. Termination of Developer's Rights/Voting Rights/ Adjustment of Fractional Interest. On **December 31, 2019**, 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.

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 its denominator. Declarant may amend this Declaration to record this increase in fractional interest ownership in then-existing Units. Upon termination of the Developer's right to construct additional Units as provided herein, any and all unbuilt land within the Condominium shall be recognized as a General Common Element that may be used by the Association for any purpose whatsoever. Examples of possible uses include, but are not necessarily limited to, parking areas, landscaping, open space, parks, and playgrounds.

\* \* \*

5. Additional Improvements. At any time prior to **December 31, 2019**, 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.

Article VI, Section 1.1 is deleted in its entirety and replaced with the following:

1.1 Developer's Capital Contribution to Association. At the closing of the sale of each additional Unit constructed, Developer shall make a capital contribution to the Association's reserves in the amount of \$1,000.00 for each such Unit.

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Bryan, pursuant to its reserved rights and powers as Declarant and Developer under Articles V and VI of the Declaration, consents to the foregoing amendment adopted by the owners and hereby further amends the Declaration as follows:

Article I, Section 1 is deleted in its entirety and replaced with the following:

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 six (6) Buildings with twelve (12) Units each, one (1) Building with eight (8) Units, along with three (3) Garage Structures and six (6) Carport Structures, all in accordance with the terms of this Declaration.**

Article I, Sections 2(d) and (e) are deleted in their entirety and replaced with the following:

- (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 eighty (80) 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 seven (7) buildings when all phases of planned development are completed.

Article II, Sections 2 and 2.1 are deleted in their entirety and replaced with the following:

2. Site Plan and Description. Attached as Exhibit C is the Site Development Plan which shows the seven (7) 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	3	12
2.	4673 Bembrick	3	12
3.	4689 Bembrick	3	12
4.	Deleted (will not be built)		
5.	4643 Bembrick	2	8
6.	4615 Bembrick	3	12
7.	4635 Bembrick	3	12
8.	4645 Bembrick	3	12

All of the Buildings with the exception of Building 5 will have a basement. In addition, there are three (3) Garage Structures containing a total of thirty-six (36) garages, and six (6) Carport Structures containing a total of sixty-one (61) covered parking spaces, as set forth on the Site Development Plan.

\* \* \*

2.1 Development in Phases. The Condominium is planned to be an eighty (80) Unit residential condominium development consisting of seven (7) Buildings that will be developed in seven (7) 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 eighty (80) Units and less than seven (7) Buildings.

Article V, Sections 1.2 and 2 are deleted in their entirety and replaced with the following:

1.2. Fractional Interest of Undivided Ownership. At the completion of all Buildings proposed for the BronzeLeaf Condominiums, each Unit owner shall have a 1/80 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 1/80 of the whole, provided, however, that Declarant may elect not to construct the entire eighty (80) Units subject to this Declaration.

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 eighty (80) Units contemplated. The fractional interest may also be changed as provided in Article VI (2).

\* \* \*

2. Voting Rights. The total number of votes outstanding and entitled to be cast by the owners is eighty (80), 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.

The following attachments to the Declaration are deleted in their entirety and replaced with the attachments hereto:

The Certificate of Registered Professional Architect

Exhibit C

Exhibit F

Exhibit H

Except as amended herein and by the previous amendments, the Declaration remains in full force and effect.

CERTIFICATE OF ADOPTION BY DECLARANT AND DEVELOPER

IN WITNESS WHEREOF, The Bryan Group, LLC hereby certifies that it consents to the amendments adopted by the owners, and adopts the remainder of the foregoing amendment pursuant to its reserved rights and powers under Articles V and VI of the Restated and Revised Declaration of Condominium for BronzeLeaf Condominiums.

This 27<sup>th</sup> day of March, 2017.

THE BRYAN GROUP, LLC

  
Wallis M. Bryan, President


State of Montana )

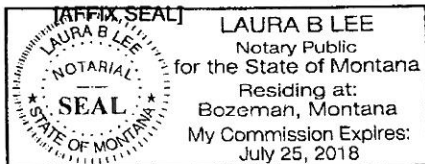
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County of Gallatin)

On this 27<sup>th</sup> day of March, 2017, before me, Laura B. Lee, a Notary Public for the State of Montana, personally appeared WALLIS M. BRYAN, known to me to be the Manager of The Bryan Group, LLC., the company executing the within instrument, and acknowledged to me that he executed the same on behalf of the company and was authorized to do so.

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

  
Notary Public for the State of Montana



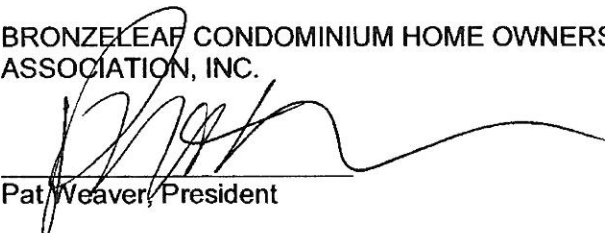


CERTIFICATE OF ADOPTION BY ASSOCIATION

IN WITNESS WHEREOF, the Association hereby certifies that the foregoing Amendment was approved by the affirmative vote of at least 75% of the owners at a Special Meeting of the Association, duly and properly noticed and at which a quorum was present, on February 21, 2017, and that the Association is authorized by the owners to execute and record the same.

This 27<sup>th</sup> day of March, 2017.

BRONZELEAF CONDOMINIUM HOME OWNERS'  
ASSOCIATION, INC.

  
Pat Weaver, President

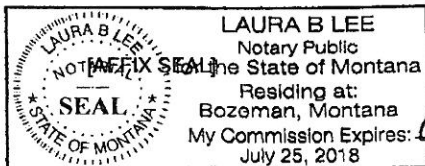
State of Montana )

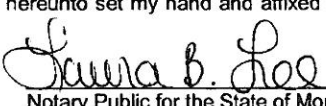
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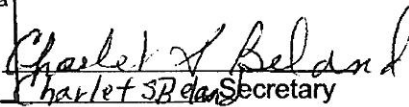
County of Gallatin)

On this 27 day of March, 2017, before me, Laura B. Lee, a Notary Public for the State of Montana, personally appeared PAT WEAVER, known to me to be the President of BronzeLeaf Condominium Home Owners' Association, Inc., the corporation executing the within instrument, and acknowledged to me that he executed the same on behalf of the corporation and was authorized to do so.

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



  
Laura B. Lee  
Notary Public for the State of Montana

  
Charlet S. Beland  
Secretary

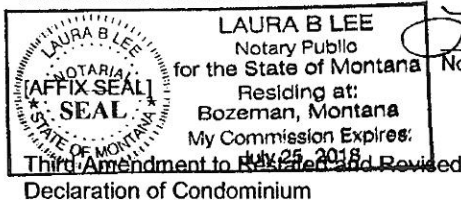
State of Montana )

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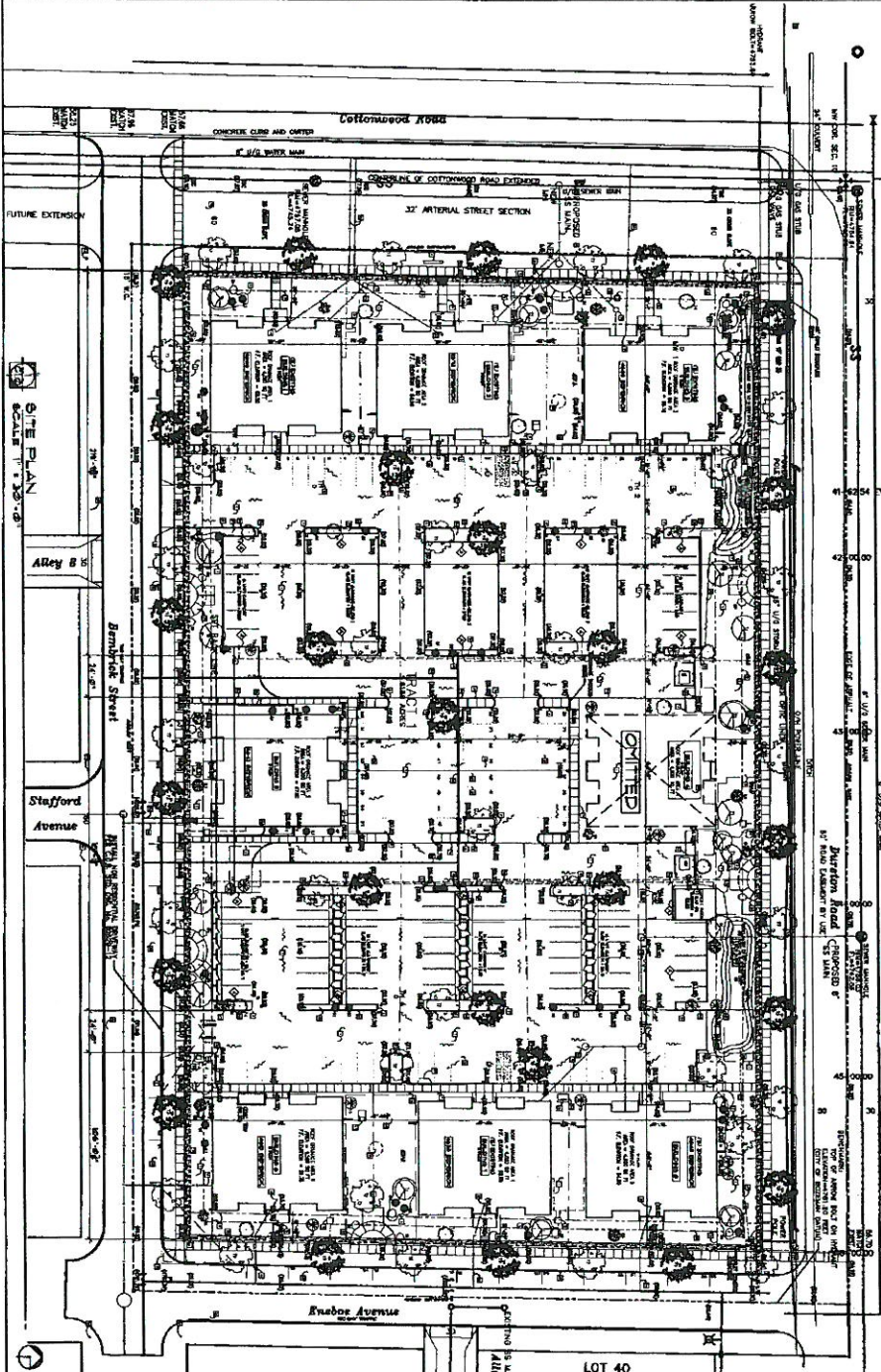
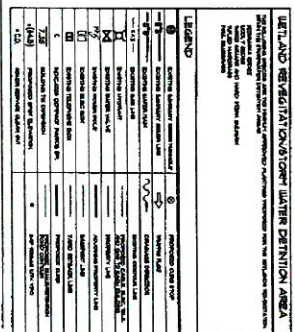
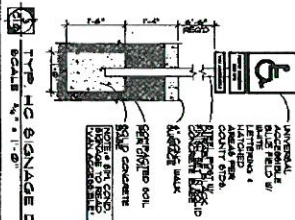
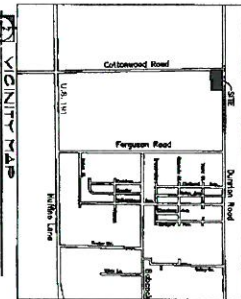
County of Gallatin)

On this 27 day of March, 2017, before me, Laura B. Lee, a Notary Public for the State of Montana, personally appeared Charlet Beland, known to me to be the Secretary of BronzeLeaf Condominium Home Owners' Association, Inc., the corporation executing the within instrument, and acknowledged to me that he/she executed the same on behalf of the corporation and was authorized to do so.

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



  
Laura B. Lee  
Notary Public for the State of Montana

[illegible]

**ClO**  
**OTHER PLAN**

21 West Bobcock St  
Bozeman, MT 59715  
P: 406 586-4777  
F: 406 586-4778

CORNER OF COTTONWOOD AND DURSTON

BOZEMAN, MT

CONTACT: 1-800-  
451-1234  
414 NORTH MAIN ST.



**EXHIBIT F**

<u>Unit No.</u>	<u>Square Footage</u>	<u>Percentage Interest in General Common Elements</u>
<u>Building 1</u>		
4665 Bembrick Street #1A	1040	1/80 or 1.25%
4665 Bembrick Street #1B	1040	1/80 or 1.25%
4665 Bembrick Street #1C	1040	1/80 or 1.25%
4665 Bembrick Street #1D	1040	1/80 or 1.25%
4665 Bembrick Street #2A	1040	1/80 or 1.25%
4665 Bembrick Street #2B	1040	1/80 or 1.25%
4665 Bembrick Street #2C	1040	1/80 or 1.25%
4665 Bembrick Street #2D	1040	1/80 or 1.25%
4665 Bembrick Street #3A	1040	1/80 or 1.25%
4665 Bembrick Street #3B	1040	1/80 or 1.25%
4665 Bembrick Street #3C	1040	1/80 or 1.25%
4665 Bembrick Street #3D	1040	1/80 or 1.25%
<u>Building 2</u>		
4673 Bembrick Street #1A	1040	1/80 or 1.25%
4673 Bembrick Street #1B	1040	1/80 or 1.25%
4673 Bembrick Street #1C	1040	1/80 or 1.25%
4673 Bembrick Street #1D	1040	1/80 or 1.25%
4673 Bembrick Street #2A	1040	1/80 or 1.25%
4673 Bembrick Street #2B	1040	1/80 or 1.25%
4673 Bembrick Street #2C	1040	1/80 or 1.25%
4673 Bembrick Street #2D	1040	1/80 or 1.25%
4673 Bembrick Street #3A	1040	1/80 or 1.25%
4673 Bembrick Street #3B	1040	1/80 or 1.25%
4673 Bembrick Street #3C	1040	1/80 or 1.25%
4673 Bembrick Street #3D	1040	1/80 or 1.25%
<u>Building 3</u>		
4689 Bembrick Street #1A	1040	1/80 or 1.25%
4689 Bembrick Street #1B	1040	1/80 or 1.25%
4689 Bembrick Street #1C	1040	1/80 or 1.25%
4689 Bembrick Street #1D	1040	1/80 or 1.25%
4689 Bembrick Street #2A	1040	1/80 or 1.25%
4689 Bembrick Street #2B	1040	1/80 or 1.25%
4689 Bembrick Street #2C	1040	1/80 or 1.25%
4689 Bembrick Street #2D	1040	1/80 or 1.25%
4689 Bembrick Street #3A	1040	1/80 or 1.25%
4689 Bembrick Street #3B	1040	1/80 or 1.25%
4689 Bembrick Street #3C	1040	1/80 or 1.25%
4689 Bembrick Street #3D	1040	1/80 or 1.25%
<u>Building 4</u>		
Deleted (will not be built)		

Building 5

4643 Bembrick Street #1A	1020	1/80 or 1.25%
4643 Bembrick Street #1B	1020	1/80 or 1.25%
4643 Bembrick Street #1C	1020	1/80 or 1.25%
4643 Bembrick Street #1D	1020	1/80 or 1.25%
4643 Bembrick Street #2A	1020	1/80 or 1.25%
4643 Bembrick Street #2B	1020	1/80 or 1.25%
4643 Bembrick Street #2C	1020	1/80 or 1.25%
4643 Bembrick Street #2D	1020	1/80 or 1.25%

Building 6

4615 Bembrick Street #1A	1040	1/80 or 1.25%
4615 Bembrick Street #1B	1040	1/80 or 1.25%
4615 Bembrick Street #1C	1040	1/80 or 1.25%
4615 Bembrick Street #1D	1040	1/80 or 1.25%
4615 Bembrick Street #2A	1040	1/80 or 1.25%
4615 Bembrick Street #2B	1040	1/80 or 1.25%
4615 Bembrick Street #2C	1040	1/80 or 1.25%
4615 Bembrick Street #2D	1040	1/80 or 1.25%
4615 Bembrick Street #3A	1040	1/80 or 1.25%
4615 Bembrick Street #3B	1040	1/80 or 1.25%
4615 Bembrick Street #3C	1040	1/80 or 1.25%
4615 Bembrick Street #3D	1040	1/80 or 1.25%

Building 7

4635 Bembrick Street #1A	1040	1/80 or 1.25%
4635 Bembrick Street #1B	1040	1/80 or 1.25%
4635 Bembrick Street #1C	1040	1/80 or 1.25%
4635 Bembrick Street #1D	1040	1/80 or 1.25%
4635 Bembrick Street #2A	1040	1/80 or 1.25%
4635 Bembrick Street #2B	1040	1/80 or 1.25%
4635 Bembrick Street #2C	1040	1/80 or 1.25%
4635 Bembrick Street #2D	1040	1/80 or 1.25%
4635 Bembrick Street #3A	1040	1/80 or 1.25%
4635 Bembrick Street #3B	1040	1/80 or 1.25%
4635 Bembrick Street #3C	1040	1/80 or 1.25%
4635 Bembrick Street #3D	1040	1/80 or 1.25%

Building 8

4645 Bembrick Street #1A	1040	1/80 or 1.25%
4645 Bembrick Street #1B	1040	1/80 or 1.25%
4645 Bembrick Street #1C	1040	1/80 or 1.25%
4645 Bembrick Street #1D	1040	1/80 or 1.25%
4645 Bembrick Street #2A	1040	1/80 or 1.25%
4645 Bembrick Street #2B	1040	1/80 or 1.25%
4645 Bembrick Street #2C	1040	1/80 or 1.25%
4645 Bembrick Street #2D	1040	1/80 or 1.25%
4645 Bembrick Street #3A	1040	1/80 or 1.25%
4645 Bembrick Street #3B	1040	1/80 or 1.25%
4645 Bembrick Street #3C	1040	1/80 or 1.25%
4645 Bembrick Street #3D	1040	1/80 or 1.25%

**EXHIBIT H**

**BronzeLeaf Condominiums Construction Phasing**

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 – 72 Units

4665 Bembrick – 12 Units

4673 Bembrick – 12 Units

4689 Bembrick – 12 Units

4645 Bembrick – 12 Units

4635 Bembrick – 12 Units

4615 Bembrick – 12 Units

Phase VII – 80 Units

4665 Bembrick – 12 Units

4673 Bembrick – 12 Units

4689 Bembrick – 12 Units

4645 Bembrick – 12 Units

4635 Bembrick – 12 Units

4615 Bembrick – 12 Units

4643 Bembrick – 8 Units