



**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM UNDER UNIT
OWNERSHIP ACT PERTAINING TO
THE COTTONWOODS AT GRANT CREEK
VILLAGE CONDOMINIUMS**

This Amended and Restated Declaration of Condominium Under Unit Ownership Act Pertaining to The Cottonwoods at Grant Creek Village Condominiums (“Amended Declaration”) is made this 21 day of December, 2023, by The Cottonwoods at Grant Creek Condominium Association, Inc., a Montana corporation (“Association”).

RECITALS

WHEREAS, the Declaration of Condominium Under Unit Ownership Act Pertaining to The Cottonwoods at Grant Creek Village Condominiums dated October 15, 2001, was recorded on October 26, 2001, in Book 670 of Micro at Page 188, records of Missoula County, Montana (“original Declaration”);

WHEREAS, Amendment No. 1 to Declaration of Condominium Under Unit Ownership Act Pertaining to the Cottonwoods at Grant Creek Village Condominiums dated September 29, 2006, was recorded October 10, 2006, in Book 784, Page 1350, records of Missoula County, Montana (“Amendment No. 1”);

WHEREAS Section 13 of the Declaration permits amendment of the Declaration by a vote of seventy-five percent (75%) of the Unit owners computed on the basis of their common element interests, at a regular or special meeting of the Association called for that purpose; and

WHEREAS at a meeting of the Association, at least seventy-five (75%) of the Unit owners voted to approve this Amended Declaration to supersede, replace, and incorporate the original Declaration and Amendment No. 1.

NOW, THEREFORE, the Association amended and restates the Declaration:

CONTINENTAL DEVELOPMENT, INC., a Montana corporation, as declarant, made and submitted for approval by the agent in the Department of Revenue in Missoula, Montana, and to the County Clerk and Recorder of Missoula County, Montana, for filing the original Declaration, under the Unit Ownership Act of the State of Montana, Section 70-23-101, MCA, et seq.:

1. Submission to Condominium Ownership.

The purpose of the original Declaration and this Amended Declaration is to submit the land herein described and the improvements existing thereon to the condominium form of ownership

and use in the manner provided by Chapter 23, Title 70, Montana Code Annotated, herein referred to as the "Unit Ownership Act". The real property included within the condominium project, which is named THE COTTONWOODS AT GRANT CREEK, is located on Reserve Street two blocks north of Interstate 90 in the City of Missoula, Missoula County, Montana, and is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"), less the "Excluded Parcel" referenced in Amendment No. 1 and more fully described on Exhibit "A-1" and shown on Exhibit "A-2" attached to this Amended Declaration.

2. Description of Project.

The Cottonwoods at Grant Creek consists of the Property together with the following currently existing improvements:

- A. Seventeen (17) individually constructed residential apartment buildings (the "Apartment Buildings") containing a total of one hundred two (102) condominium units allocated as follows:
 - 1) Eight (8) 1-bedroom/1-bathroom units
 - 2) Eighty-six (86) 2-bedroom/2-bathroom units
 - 3) Eight (8) 3-bedroom/3-bathroom units
- B. Three (3) garage buildings allocated as follows:
 - 1) Garage A- Eight (8) garage/storage units (Unit Nos. 1 through 8)
 - 2) Garage B- Eight (8) garage/storage units (Unit Nos. 9 through 16)
 - 3) Garage C- Eight (8) garage/storage units (Unit Nos. 17 through 24)
- C. One hundred ninety-one (191) parking spaces allocated as follows:
 - 1) Eighty-seven (87) open parking spaces, including two (2) spaces reserved for handicapped parking.
 - 2) One hundred and four (104) covered parking spaces (i.e. carports).
- D. Hand carwash area, basketball court, and covered seating.

The buildings contain approximately 102,230 gross square feet allocated among the Condominium Buildings (98,072 sf) and the Garage Buildings (4,158 sf) as shown on the site plan filed herewith as Exhibit "B". The site plan and floor plans, certified by Eric Hefty, A.I.A. of OZ Architects, registered architects, accurately depict the one hundred two (102) condominium units and the building layouts, as located on the Property, with the square footage, design and dimensions of each unit and each garage. The site plan and floor plans are filed herewith as Exhibits "B" and "C", respectively. The principal construction materials are shown on Exhibit "E" attached hereto and by this reference made a part hereof made a part hereof.

There are approximately 94,338.94 square feet of total net usable residential condominium space in the Condominium Buildings divided into one hundred two (102) condominium units (herein referred to individually as a "Unit" or collectively as "Units"), all as shown on the floor plans, attached hereto as Exhibit "C". There are approximately 5,854.68 square feet of total net usable square feet of garage/storage space in the Garage Buildings divided into twenty-four garage/storage units (herein referred to individually as a "Garage Unit" or collectively as "Garage Units"), all as shown on the floor plans attached hereto as Exhibit "D". There will also be general, common elements as described below for the use and benefit of all Unit owners as well as limited common elements described below reserved for the use of a certain Unit or number of Units to the exclusion of the other Units.

3. Condominium Units.

A. Description.

The Condominium Buildings contain a total of one hundred two (102) condominium Units located in the seventeen (17) Condominium Buildings as shown on Exhibits "B" and "C". The Units are designated based on the street address of the Condominium Building in which the Units are located, and by Unit number within each such Condominium Building. For example, Unit No. 1 in Condominium Building No. 1 is designated as Unit 5540 Creekstone Drive #1, as shown on Exhibit "F". Each Unit contains the square footage as outlined in Exhibit "F" attached hereto.

Each Unit, together with its appurtenant undivided interest in the general common elements and any interest reserved to such Unit for the use of any limited common element, shall be inseparable and may be conveyed, devised or encumbered as a condominium in accordance with this Declaration and the applicable Bylaws.

B. Unit Boundaries.

Each Unit shall include the part of the Condominium Building containing the Unit that lies within the boundaries of the Unit (including the storage unit attached to each Unit), which boundaries are as follows:

- 1) Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.
 - i) Upper Boundary: The plane of the underside of the ceiling members of each Unit. If the Unit is comprised of more than one floor the upper boundary is the plane of the underside of the ceiling members of the uppermost floor of the Unit.
 - ii) Lower Boundary: The plane of the surface of the floor members of each Unit not including carpet, tile or other floor coverings. If a Unit is comprised of more than one floor the lower boundary is the plane of the surface of the lowest floor members of a Unit.
- 2) Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.
 - i) Exterior Building Walls: The intersecting vertical planes adjacent to and including the interior sheathing or wall covering of the outside walls bounding a Unit (i.e. the interior surface of the outside walls, excluding the windows).
 - ii) Interior Building Walls: the vertical planes of the centerline of the walls between the Units extended to an intersection with other perimetrical boundaries.

The owners of the respective Units own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding each such Unit owner's respective Unit. The Unit owner shall not be deemed to own pipes, wires, conduits or other public utility lines running through said respective Units which are utilized for, or serve more than one (1) Unit, except to the extent of such Unit owner's undivided ownership interest in such property as general common elements as heretofore provided. The Unit owner shall also be deemed to own such utility services within the Unit to the extent they serve such Unit exclusively, including for example the furnace and the water heater. Said owner shall also be deemed to own the interior walls and partitions which are contained in said owner's respective Unit, (except where the same are structural or bearing walls, which shall be common elements) and also shall be deemed to own the finished

surfaces of the perimeter walls, floors and ceilings, including sheetrock, plaster, paint, wallpaper, floor coverings or other furnished surfaces.

Each Unit owner shall be entitled to the exclusive ownership and possession of such Unit owner's Unit.

4. Common Elements.

A. General Common Elements.

Each Unit owner shall be the owner of an undivided pro-rata interest in the general common elements, as such general common elements are shown on Exhibit "B", in the respective percentages shown on Exhibit "F". The general common elements include all those elements which are located outside the boundaries of the Units, and which are for use by all the Unit owners. The general common elements involved in this project include: the land encompassing the Property; landscaping, exterior signage, lighting and fencing; hand carwash area; basketball and covered seating; the exterior walkways, sidewalks, steps, porches and other access routes to and exits from the Condominium Buildings and the Property; mailboxes; the open parking spaces; common access, entrance' and exit areas; roofs, roofs overhanging Unit entryways, columns, trusses, gutters, chimneys, flues, roof drains and other structural members supporting the roofs; foundations; sub-floors; exterior walls, windows and interior structural walls common to two (2) or more Units; the entryways to each Unit, including the sidewalks, steps and porches; all cables, conduits, electrical, water, heat ventilation, air conditioning, sewer, telephone, gas, television and other public utility lines, ducts, meters, switches, panels, controls and connections ("Utility Services") serving more than one (1) Unit; other central services, if any, serving more than one (1) Unit owner; utility, mechanical and other rooms or enclosures housing such central services; garbage cans, dumpsters, other trash receptacles, enclosures and pads therefor; and other elements necessary for the safety, maintenance and existence of more than one (1) Unit or the entire condominium project. This list is not exclusive, and the Association of Unit owners may add or delete elements pursuant to the method of amendment as described herein. Each Unit owner's undivided pro-rata interest in the general common elements was calculated based on the proportion the net usable square footage of each Unit bears to the total net usable square footage of all Units in the project.

The Board of Directors (the "Board") of the Association may impose such rules and regulations as the Board deems reasonably necessary from time to time to regulate and control the use and safety of the general common elements. The Board has the power to levy assessments upon all the Unit owners to pay for all general common element expenses including administration, maintenance, repair or replacement as hereinafter set forth.

B. Limited Common Elements.

Limited common elements mean all those common elements which are reserved for the use of one (1) Unit or fewer than all of the condominium Units to the exclusion of the other Units. The limited common elements involved in this condominium project include:

- 1) Garages. The project has twenty-four (24) parking garages/storage areas, which are located in the three (3) Garage Buildings as shown on Exhibits "B", "C" and "D". The buildings are shown as limited common areas by shading and are labeled as "Garage A", "Garage B" and "Garage C". Each Garage Building has eight (8) garage/storage areas. The garage/storage areas are numbered A1 through A8, B9 through B16 and C17 through C24, respectively, as shown on Exhibits "B", "C" and "D". The square footage of each garage is shown on Exhibit "D".

The individual garage/storage areas may be assigned/conveyed from time to time to Unit owners. Unit owners who have been conveyed a garage/storage area shall have exclusive use of the conveyed garage/storage area and may transfer exclusive use of the garage/storage area to any other Unit owner. For example, Garage Unit "C23" could be assigned /conveyed to the owner of Unit 2800 Highcliff Court #3, to be used exclusively by the owner of said Unit. The right to use of a garage/storage area may not exist independent of ownership of a condominium Unit. Each garage/storage area so assigned will be thereby reserved for the use by the Unit to which it is conveyed/assigned to the exclusion of the other Units. The interior and exterior of the garages shall be limited common elements hereunder, reserved for use by the Unit owners possessing the right to exclusive use of the garages/storage areas in the three (3) Garage Buildings as set forth in subsection (2), below.

- 2) Covered Parking. The project has one hundred and four (104) covered parking spaces which are located throughout the project adjacent to each of the Condominium Buildings as shown on Exhibit "B". The limited common element covered parking spaces are shown on Exhibit "B" as shaded areas, The covered parking spaces adjacent to each Condominium Building are numbered to coincide with the Unit numbers in each Condominium Building as shown on Exhibit "B". One (1) such covered parking space will be assigned to each Unit, with the covered parking space number corresponding to the Unit number in the adjacent Condominium Building, all as shown on Exhibit "B". For example, covered parking space No. 4 adjacent to Building 14 will be assigned to 2802 Rockridge Court #4. Each covered parking space so assigned will be reserved for the use of that particular corresponding Unit to the exclusion of the other Units. The two (2) extra

unassigned covered parking spaces are marked "Open" on Exhibit "B". One is located next to covered space No. 5 adjacent to Building 16. The other is located between covered spaces 5 and 6 adjacent to Building 4. Both "Open" spaces are limited common elements, subject to the rules and regulations governing their use enacted from time to time by the Board.

- 3) Handicapped Parking. There are currently two (2) open parking spaces and a sidewalk access area assigned and constructed for use exclusively by the two (2) handicapped accessible Units, Unit 2711 Silvercourt #1 and #2, respectively, as shown and labeled on Exhibit "B", by handicapped parking symbols. A handicapped parking space will be assigned to each such handicapped accessible Unit as shown, to be used for the use of the particular Unit to which it is assigned to the exclusion of all other Units. The access sidewalks will be a limited common element assigned to and to be used in common by both such handicapped accessible Units to the exclusion of all other Units. The Declarant and/or the Board may create additional handicapped limited common element parking spaces and access sidewalks in the future to accommodate the needs of the project.
- 4) Patios. Each of the Units have concrete patios associated with them, which will be limited common elements and are shown and labeled on Exhibit "C" as "Patios" or "Limited Common Area Patios", as may be extended upon approval of the Association's Board of Directors. Each such patio will be reserved for the use of the particular Unit of which it is a part to the exclusion of any other Unit.
- 5) Utility Services. Those Utility Services that serve one (1) Unit only shall be limited common elements reserved for the exclusive use of the Unit they serve, to the exclusion of all other Units. For example, a water line or gas line, from the point where the line serving a Unit branches or stubs off from a main line to the Unit, shall be a limited common element reserved for the Unit it exclusively serves. The main line is a general common element since it serves more than one (1) Unit.

Each Unit owner shall be entitled to the right to use any limited common elements appertaining to such owner's Unit. Such right of use shall be exercised in common with the owners of such other Units, if any, for which the limited common elements are reserved. The limited common elements shall be subject to the right of the Board to levy assessments against Unit owners to the extent of such Unit owners' right to use the respective limited common elements, to provide for the expense of administration, maintenance, repair or replacement (but only to the extent the Unit owners themselves do not reasonably provide for such matters), and to adopt reasonable rules and regulations governing their use, as hereinafter set forth or as set forth in the Bylaws.

5. Easements.

A. Common Element Easements.

A nonexclusive right of ingress and egress and support through the general common elements are appurtenant to each Unit and all the general common elements are subject to such rights.

B. Easement for Utilities.

Each Unit may have its common element air space (including any crawl space below a Unit) penetrated by electrical wires and lines (including telephone and cable television), gas lines, mechanical equipment including air handling ducts, hot and cold-water lines, sewer and wastewater lines and vents and other utility and mechanical lines, pipes or equipment. These lines or other utility items to the extent they serve only one Unit shall be appurtenant to such Unit, but where they serve more than one Unit shall be part of the general common elements as set forth in Section 4B, above. Such items shall be installed and maintained so that they shall not unreasonably interfere with the use of the Unit's air space by the owners of the same and shall wherever possible be located in any space available between the actual ceiling and a dropped ceiling, in the crawl space below the Unit, or within a sub-floor or wall. A non-exclusive easement shall exist through, over and across each Unit (including through all crawl space access doors) for structural support of the Unit and for the use, inspection, installation, maintenance, replacement and repair of such utility lines and mechanical equipment for the use of all of the Unit owners or the Unit owners being serviced by the air space being penetrated by such lines and/or equipment. An easement for ingress and egress for the purpose of such inspection, installation, maintenance, replacement or repair of such easement rights shall only be exercised under the direction and approval and with the authority of the Board unless an emergency exists in which event any action may reasonably be taken which is justified under the circumstances to minimize damage which would otherwise occur as a consequence of such emergency. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a common element. The foregoing easements are all reserved to the declarant for so long as the declarant is a Unit owner and reserved permanently to the Association and the owners of the Units.

The Board shall coordinate and adopt reasonable rules and regulations governing the use of such non-exclusive easements with respect to such things as access routes, times of use and signage.

C. Grant of Easements by Association.

The Association, acting through its lawfully constituted Board shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Property for utility purposes, access purposes or other lawful purposes as may be reasonably necessary for the benefit of the condominium project, which grants shall not unreasonably interfere with the beneficial use and occupancy of the Units.

D. Easements for Maintenance, Repair, and Replacement.

The Association and all public or private utilities shall have such easements over, under, across and through the condominium Property, including all Units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair, or replacements which they or any of them are required or permitted to perform under the Declaration, Bylaws or other condominium documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access at all times to meters, controls, valves, pipes, conduits, and other common elements located within or to which access may be gained through any Unit or its appurtenant limited common elements.

6. Use and Restrictions.

A. Use.

The permitted use for the Units is general residential and multi-family residential as is consistent with the applicable zoning and other use restrictions and for no other purposes whatsoever, consistent with the other restrictions contained herein and any applicable rules and regulations adopted by the Board to govern the use of the condominium project.

B. Restrictions.

- 1) Leasing. A Unit may only be leased by an owner in a fashion and for a use consistent with the restrictions set forth in this Declaration and in compliance with the terms of this Declaration, the Bylaws and applicable local, state and federal laws, rules, regulations, codes and ordinances. In addition, no owner may lease a Unit for a term of less than six (6) months without approval of the Board.
- 2) Alterations and Modifications No Unit owner shall make any alteration or modification of any general common element. The owner of a Unit may make modifications to such Unit or to the limited common elements appurtenant only

to such Unit, provided, no structural or exterior modification may be made without the written consent of the Association. Floodlights and motion-activated lighting are not permitted.

- 3) Activities. No immoral, improper, unlawful, dangerous or offensive activity shall be carried on in any Unit or upon the general or limited common elements nor shall anything be done which may be or become an annoyance, a nuisance, or a safety or health hazard to the Unit owners. No commercial business activity shall be conducted on the premises that is not permitted by applicable residential zoning. In no event will any type of business/commercial activity be permitted which will require additional parking spaces for clients, customers, patrons or employees. No unreasonably noisy activity shall occur in or on any Unit or the general or limited common elements at any time and disputes among Unit owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Board. A decision by the Board is final. No Unit owner shall do or permit anything to be done or keep or permission be kept in such owner's Unit or on the general or limited common elements anything that will increase the rate of insurance on the condominium project without the written approval of the Association, and each Unit owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved.

- 4) Pets. No animals, other than domestic household pets, shall be maintained by any Unit owner in any Unit or any limited or general common elements. All permitted pets and their owners shall be subject to the noise and nuisance restrictions of subparagraph (3). No pet shall be housed outdoors. No pet shall be allowed outside on the Property unleashed or unattended by its owner except as permitted by applicable rules or regulations. All pet owners will promptly clean any mess left by a pet on the Property. Any Unit owner who causes any impermissible animal to be brought or kept upon the Property shall indemnify and hold harmless the Association (and all other Unit owners) from any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises. The Association may, without liability to the owner thereof, remove or cause to be removed any impermissible animal from any Unit or the Property. In the event of any violation of this Section, the Board may assess fines for such violation in accordance with this Declaration and the Bylaws and in accordance with duly adopted rules and regulations of the Association. The Board may adopt and enforce rules and regulations governing the type or types of permitted and impermissible animals, their conduct and the manner and location of their housing.

- 5) **Aesthetics.** Neither the general common elements nor the limited common elements shall be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly conditions shall be created or maintained within any general or limited common element area. All cooking facilities and equipment are expressly prohibited in any general or limited common elements appurtenant thereto except as expressly permitted by the Board in areas designated for such purposes. Wood burning firepits are not permitted. The Board will pass rules and regulations governing the permissible use of barbeques and patio fireplaces on the Unit patios. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Unit owner, either in such owner's Unit or upon the general or limited common elements, which is detrimental to the appearance of the condominium project.

- 6) **Advertising.** No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the general or limited common elements, including "For Sale" or "For Lease" signs, without written permission from the Association. The Association shall be responsible to reasonably approve all signage and adopt and implement a reasonable coordinated signage program for the condominium project. It shall be the responsibility of each Unit owner to provide that all approved signs shall comply in all respects with all applicable state, county and local sign laws, rules, regulations, and ordinances.

- 7) **Rules and Regulations/Parking.** It is intended that the Board may make rules and regulations from time to time to reflect the needs and desires of the majority of the Unit owners in the condominium project. Reasonable regulations consistent with the Act, this Declaration and the Bylaws concerning the use of the general and limited common elements may be made and amended from time to time by the Board. Copies of all such rules, regulations and amendments thereto shall be furnished to all Unit owners. Without in any way limiting the authority of the Board to adopt other rules and regulations, the Board is specifically authorized to adopt reasonable rules and regulations governing the use of the eighty-seven (87) open parking spaces (as shown on Exhibit "B") by the Unit owners and their families, friends, guests, invitees and other permitted users. In addition, the rules and regulations may regulate the types and size of vehicles that may be parked in the open parking spaces (e.g. a prohibition on parking non-operational vehicles,

trailers, mobile homes, recreational vehicles, boats, ATVs, etc.) In addition, no junk or abandoned vehicles will be permitted on the Property, unless stored in a Garage Building out of the sight of Unit owners and the public.

- 8) Right to Access of Association. The Association or its duly authorized agent shall have access to each Unit and any limited common elements appurtenant thereto from time to time, during reasonable hours, upon reasonable notice (agreed to be at least twenty-four (24) hours' notice) to the Unit owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agent shall also have access to each Unit and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another Unit. It shall be the responsibility of each Unit owner to provide the Association means of access to such owner's Unit and any limited common elements appurtenant thereto during all periods of absence, and in the event of the failure of such Unit owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Unit owner for any necessary damage to such owner's Unit and any limited common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

7. The Association.

A. Membership.

Any owner of a Unit in the condominium shall automatically, upon becoming the owner of said Unit, be a member of THE COTTONWOODS AT GRANT CREEK CONDOMINIUM ASSOCIATION, herein referred to as the "Association", and shall remain a member of said Association until such time such membership in said Association shall cease in accordance with this Declaration or Montana law. The membership shall be limited to Unit owners. For these purposes a Unit "owner" is the person (including a partnership, corporation or other limited liability entity) owning a Unit in fee simple absolute either individually or as a co-owner in a real estate tenancy relationship recognized under Montana law. For purposes of voting and other ownership rights, unless the contract (including a contract for deed) specifies otherwise the contract buyer of a Unit shall be considered the owner and in the case of a lease of a Unit, unless the lease expressly provides otherwise, the landlord/lessor shall be considered the owner to the extent permitted by applicable law.

B. Function.

It shall be the function of the Association to:

- 1) Adopt Bylaws for the governance of the Association.
- 2) Make provisions for the general management and/or repairs and maintenance of the condominium project.
- 3) Levy assessments as provided for in the Declaration, Bylaws and Unit Ownership Act.
- 4) Adopt and implement a policy for the affairs of the condominium project.
- 5) Enter into contracts to hire personnel for the management of the affairs of the Association and the maintenance and repair of the common areas.
- 6) Perform such other functions and duties as are expressly set forth elsewhere in this Declaration, the Bylaws or the Unit Ownership Act.

C. Vote.

On all matters to be decided by the Association, each owner of a Unit (unless excluded by this Declaration) shall have a vote equal to such owner's undivided percentage of interest in the general common elements as set forth in Exhibit "F". The vote for any Unit co-owned by two (2) or more owners may be exercised by anyone (1) owner, and such Unit's undivided percentage of interest in the common elements may not be divided and voted separately by any of the co-owners. Any Unit owner who is not an individual (e.g., a corporation, partnership, LLC, LLP or other limited liability entity), shall appoint an individual to represent such owner's interest as a member of the Association, for purposes of voting and otherwise. The name of the person so authorized/appointed shall be on file in the Association records from time to time. For all purposes including voting, the Board may rely on the most recent authorization/appointment on file with the Association to determine who is authorized to act/vote on behalf of any Unit owner who is not an individual.

An owner of a condominium Unit, upon becoming an owner, shall be a member of the Association and remain a member for the period of such owner's Unit ownership. Meetings of the Association shall be conducted in accordance with the Association Bylaws.

D. Failure to Comply - Attorney's Fees.

Each Unit owner shall comply (and shall be responsible to require any occupant of a Unit including any purchaser or lessee/tenant to comply) strictly with the provisions of this Declaration, the Bylaws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. The Board may, through resolution adopted rules and regulations, establish a fine against the owners of any Unit found to be in violation of this Declaration or the Association's rules or regulations after written notice and a reasonable opportunity to cure or correct such violation. The fine imposed by the Board for such violations shall be considered an assessment upon the violating party's Unit and shall be considered a lien upon such Unit pursuant to 7.E. below. Failure to comply with any of the provisions of this Declaration, the Bylaws of the Association and the rules and regulations of the Association shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all costs, including attorney fees incurred in connection therewith, which action shall be maintainable by the Board or the manager in the name of the Association, on behalf of the owner or by an aggrieved owner where there has been a failure of the Association to bring such action within a reasonable time.

E. Payment of Assessments.

All assessments levied by the Association in the manner provided below shall be due thirty (30) days from the date of mailing such assessments and may be payable in installments, monthly or quarterly, at the option of the Board. The amount of the common expenses assessed against each condominium Unit and the amount of limited expenses assessed against each condominium Unit shall, in addition to constituting a lien against the Unit, be the personal and individual debt of the owner thereof. No owner of a Unit may exempt such owner from liability for these contributions toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of such owner's Unit. All assessments which are not paid when due and payable become delinquent and are subject to interest and penalty charges. The Association or manager shall have the responsibility of taking prompt action to collect any unpaid assessments which become delinquent. In the event of delinquency in the payment of the assessment, the Unit owner shall be obligated to pay interest at the rate of eighteen percent (18%) per annum on the amount of the assessment from the due date thereof until paid, together with such reasonable late charges as may be assessed by the Board from time to time. Suit to recover a money judgment for unpaid common expenses and limited expenses may be maintainable without foreclosing or waiving the lien securing the same, and the prevailing party shall be entitled to recover its attorney's fees.

F. Levying Assessments When Made - Purposes.

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

- 1) Assessments and the common expense budget shall be made a part of the regular, annual business meeting of the Association as provided in the Bylaws of the Association. In addition, assessments can be made for special purposes at any other regular or special meeting thereof. All assessments shall be fixed by resolution of the Board. Notice of the assessment, whether regular or special, the amount thereof, and the purpose for which it is made, including an annual budget for expenditures and operation, for regular annual assessments, shall be served on all Unit owners affected, by delivering a copy of the same to the owners affected, by delivering a copy of the same to the owner personally or by emailing or mailing a copy of the notice to the said owners at such owner's addresses of record at least ten (10) days prior to the date for such meeting. If the notice is provided by email, it must be sent to the email address provided by the Unit owner to the Association for the purpose of receiving notices.
- 2) Assessments shall be made for the repair, upkeep, replacement, insurance, general maintenance, management and administration of general common elements, fees, costs and expenses of the manager (if any), taxes and assessments for common areas, utilities, reserves for contingent liabilities and other related items and reasonable assessments for the general common elements, including those declared general common expenses under the Unit Ownership Act. Assessments for such purposes may also be made for limited common elements under subsection (3) to the extent the applicable owners of Units to which the limited common elements are appurtenant fail to make the reasonable and necessary arrangements.
- 3) Assessments may also be made, at the option of the Board, for the payment of limited common element expenses such that the Unit owners are chargeable only for the expenses relating to the limited common elements reserved for their respective Units. Unit owners shall share in the payment for limited expenses for the repair, maintenance and replacement of limited common elements of their respective Units in accordance with the percentage the Unit or Units have in the limited common element for which the assessment is being made. If only one Unit is associated with the limited common elements involved, then the entire cost of such repair, maintenance or replacement shall be borne by that Unit. In addition, an assessment may be made against a Unit owner for the amount of any damage caused by the Unit owner to any general common element or limited common element to the extent not covered by insurance. However, a failure by the Association to make an assessment against a Unit owner for damage caused by such Unit owner either by reason of such owner's negligence or by reason of an intentional act, shall in no way limit or affect the Association's right, or the right

of any Unit owner, to hold such Unit owner responsible for such damage and/or to recover any such damages as permitted by applicable law.

- 4) Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Unit Ownership Act.
- 5) Common expenses and common element profits, if any, shall be distributed among and charged to, the Unit owners according to the percentage of undivided interest of each in the general common elements as set forth in Exhibit "F".
- 6) In a voluntary conveyance of a Unit, the grantee/buyer of the Unit shall be jointly and severally liable with the grantor/seller for all unpaid assessments by the Association against the grantor for such grantor's share of the common expenses up to the effective date of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of the Association setting forth the amount of said unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement.

G. Maintenance by Association.

The Association shall maintain and keep in good repair and in a clean and sanitary condition the general common elements. The Association shall do no act nor any work that will impair the structural soundness or integrity of the Condominium Buildings or impair any easement.

The Association shall also, to the extent not done so by the appropriate Unit owner(s) under Section 10B, below, keep all areas and limited common elements appurtenant to the Units in a clean and sanitary condition and in good repair. The right of the Association to repair, alter, and remodel is coupled with the obligation to replace any finishing or other materials removed with similar type or kinds of materials. No acts or alteration, repairing or remodeling by the Association shall impair in any way the structural integrity of the Units or the structural integrity of limited common elements or general common elements.

8. Changes, Repairs and Liens.

A. Alterations by Unit Owners.

Notwithstanding any rights to remodel the Units, structural bearing walls may not be moved or altered by any Unit owner. No change in the boundaries of Units shall encroach upon the boundaries of the common elements except by amendment to this Declaration.

B. Maintenance by Unit Owner.

An owner shall maintain and keep in good repair the interior of such owner's Unit. Subject to the Association's right to provide for such maintenance and repair and to levy assessments therefor, an owner of a Unit shall also maintain and keep in good repair all limited common elements appurtenant to such Unit, in proportion to the percentage of such owner's undivided interest in the limited common element. An owner shall do no act, nor any work, that will impair the structural soundness or integrity of any of the Condominium Buildings or impair any easement. An owner shall also keep all areas and limited common elements appurtenant to such owner's Unit in a neat, clean and sanitary condition and in a good state of repair.

C. Exterior Alterations.

No owner may change, alter or remodel the exterior of such owner's Unit without the prior written approval of the Board.

D. Maintenance by Association.

The Association shall take all necessary steps to provide for the maintenance, repair, upkeep and replacement of all parts of the common elements including all Utility Services and other central services that service all Units. To the extent the Unit owners fail to do so, the Association also has the power and authority as the Association deems appropriate to take all necessary steps to provide for the maintenance, repair, upkeep and replacement of the limited common elements and recover the costs and expenses thereof using the Association levy and assessment powers against the owners of the Units for whom the use of the limited common elements are reserved. The Board of Directors of the Association shall regularly inspect the Property and proceed with any necessary maintenance or repairs. Failure by the Board to make regular inspections and/or proceed with any necessary maintenance or repairs shall give any Unit owner(s) the right to order such work done and bill the Association therefor after reasonable notice (no less than thirty (30) days except in the case of emergencies) to the Association of such intent by the said owner(s) and giving the Association a reasonable time (not less than thirty (30) days except in the case of emergencies) to perform (or at a minimum begin and diligently pursue to completion) such work. Any owner or representative of the same, upon written request, shall have the right to join in the regular inspection made by the

Board and suggest needed repairs and maintenance necessary to preserve the value of the condominium project.

E. Liens for Alterations.

Each Unit owner shall indemnify and hold harmless each of the other Unit owners and the Association against a construction or other lien against such Unit owner's undivided interest in the general common elements or limited common elements for construction performed or for labor, materials, services or other products incorporated in the owner's Unit or limited common elements at such owner's request.

F. Liens and Foreclosure.

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

G. Bidding at Foreclosure.

Any other Unit owner as well as the Board of the Association on behalf of the other Unit owners shall have the power to bid on the condominium Unit at a foreclosure or other legal sale and to acquire and hold, lease, mortgage and vote the votes appurtenant to, convey or

otherwise deal with the same. Any lienholder holding a lien on a condominium Unit may pay, but shall not be required to pay, any unpaid general common expenses, or limited common expenses payable with respect to any such Unit, and upon such payment, such lienholder shall have a lien on said Unit for the amounts paid of the same rank as the lien of the lienholder's encumbrance without the necessity of having to file a notice or claim of such lien. If requested, the Association will assign the lien to such lienholder.

H. Foreclosure - Mortgagee.

When a lienholder or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a prior mortgage or trust indenture, such acquirer of title, its successors and assigns, shall be liable for the share of common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer to the extent permitted by applicable law. If the lienholder or other purchaser by reason of decree of foreclosure or otherwise is found not to be liable for such expenses or assessment, such unpaid share of common or limited expenses or assessments shall be deemed to be common and limited expenses collectable from all of the Units including such acquirer, his successors and assigns. This shall not be deemed a waiver of the right of the lienholder, other purchaser or the Association to collect such unpaid share of the expenses directly from the delinquent Unit owner.

9. Insurance.

A. Responsibility.

Each Unit owner shall be responsible to insure all furniture, fixtures, equipment and all other items of personal property located within such Unit owner's Unit as well as such Unit owner's interest in the Unit within the Unit boundaries (as described in Section 3B) and/or appurtenant limited common element against all risk of loss or damage. All insurance policies upon the condominium Property (including coverage for any personal property located on and/or used in connection with the general common elements) shall be purchased by the Association and shall be insured by a reputable and highly rated insurance company authorized to do business in Montana. The named insured shall be the Association individually as agent for the Unit owners without naming them. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated if an election to appoint an Insurance Trustee is made by the Board, and all policies, and endorsements thereon shall be deposited with the Insurance Trustee. Such policies may separately insure Condominium Buildings in the discretion of the Board as outlined in Subsection I, below.

B. Copies to Mortgagees and Landowners.

One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each Unit owner and to each mortgagee of a Unit owner on request.

All such insurance coverage by the Association shall be without prejudice to the right of each Unit owner to insure such Unit owner's own Unit for such Unit owner's own benefit.

C. Coverage.

- 1) Casualty: All general common element portions of the Condominium Buildings and improvements upon the Property shall be insured to any amount equal to the full insurable replacement value and all personal property included in the common elements for the use of all Unit owners shall be fully insured, with all such insurance to be based on current replacement value, as determined annually by the Board in consultation with the insurer or its insurance agent, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs, and which coverage shall be increased by the Board as may be necessary from time to time to provide that the insurance proceeds will be sufficient to cover replacement, repairs or reconstruction. Such coverage shall afford protection against:
 - i. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
 - ii. Specifically such other risks including flood and earthquake loss as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings on the land and as shall be deemed prudent by the Board in its reasonable discretion; and
 - iii. Errors and omissions insurance for the directors, officers, and managers, if the Association so desires, in amounts to be determined by the Board.

The policies shall state whether the following items are included within the coverage in order that the Unit Owners may insure themselves if the items are not insured by the Association:

air-handling equipment for space cooling and heating, interior fixtures such as electrical and plumbing fixtures, floor coverings, inside paint and other wall finishing.

- 2) Public Liability: In such amounts and with such coverage as shall be required by the Board of Directors in consultation with the insurer or its agents from time to time to provide insurance coverage that is adequate and customary for the Property, buildings and uses similar to the condominium with cross-liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner.

- 3) **Other Insurance:** Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable and as may be required by any federal and state laws.

D. Premiums.

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

E. Insurance Trustee.

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners (and their mortgagees as their interests may appear to the extent the Unit owners or the mortgagees have notified the Association of a mortgagee's interest). Upon such election to do so being made by the Board of Directors of the Association in its reasonable discretion, the Board shall provide that all proceeds covering property losses shall be paid to such bank (or title or trust or other qualified company) with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

- 1) **Unit Owners:** An undivided share for each Unit owner, such share being the same as the undivided share in the common elements appurtenant to such Unit as set forth in Exhibit "F".
- 2) **Mortgagees:** In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit owner shall be held in Trust for the mortgagee and the Unit owner as their interests may appear, provided however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any

insurance proceeds except distributions thereof made to a Unit owner and mortgagee pursuant to the provisions of this Declaration.

F. Distribution of Proceeds.

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

- 1) **Miscellaneous:** Expenses of administration, Insurance Trustee and construction or remodeling supervision shall be considered as part of the cost of construction, replacement or repair.
- 2) **Reconstruction or Repair:** Any balance remaining shall be used for reconstruction and repair as hereafter provided.
- 3) If there is no reconstruction or repair the first proceeds for distribution after paying the Insurance Trustee shall be made to the first lienholders for such Units before distribution to the Unit owners. If the Unit or Units are destroyed and partially rebuilt, distribution shall be made to Unit owners or the Insurance Trustee as their interests appear based on the reconstruction of the Units.
- 4) After distribution of the insurance proceeds as set forth in subparagraphs (1), (2) and (3) above, any remaining proceeds shall be distributed to the Units owner(s) as such owner(s)' interest shall appear.
- 5) **Certificate:** In making distribution to Unit owners and their lienholders, the Insurance Trustee may rely upon a certificate of the Association made by its representative or manager as to the names of the Unit owners and their respective shares of the, distribution based on such owners Applicable Percentage set forth in Exhibit "F".

G. Association as Agent.

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

H. Notice to Lienholder.

The Association shall notify the holder of any first lien on any of the Units of the occurrence of any loss in excess of \$10,000.00 within thirty (30) days of such loss, if such lienholder has requested such a notice in writing.

I. Reconstruction.

- 1) Repair after Casualty: If any part of the Condominium Buildings or condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:
 - i. Minor Damage: If a Unit or Units are found by the Board to be tenantable after the casualty, the damaged property shall be repaired.
 - ii. If a Unit or Units are found by the Board to be not tenantable after the casualty, the damaged property, based on a Board resolution may be reconstructed or rebuilt. If the Board decides not to rebuild, the property shall be subject to the applicable provisions of the Unit Ownership Act.
 - iii. In the event the Association elects not to rebuild as herein provided and as set forth in Section 70-23-803 MCA, the insurance proceeds shall be used to satisfy any outstanding liens or encumbrances on the Property, and then disbursed to the affected owners as provided in Section 70-23-805, MCA.
 - iv. Certificate: The Insurance Trustee may rely upon a certificate of the Association made by its authorized officer or manager to determine whether or not the damaged property is to be reconstructed or rebuilt.
- 2) Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements (subject to any updated building code requirements), or if not, then according to plans and specifications approved by not less than seventy-five percent (75%) of the Unit owners based on percentages of undivided interest in the general common elements, including the owners of all Units the plans for which are to be altered. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to the Declaration, which amendment shall be prepared and filed of record in accordance with the provisions of such amended filing, more particularly set forth herein.

- 3) **Responsibility:** The responsibility for reconstruction or repair after casualty shall be the Association which shall work with the Insurance Trustee (if appointed by the Board) to carry out the provisions of this Section.
- 4) **Assessments:** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair for which the Association is responsible, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all affected Unit owners in sufficient amounts to provide funds to cover the payment of such costs. Such assessments shall be in proportion to the owner's percentage of undivided interest in the general common elements. The Association will promptly notify all Unit owners when the Association determines that the proceeds of insurance will be insufficient to defray the costs of construction and repair.
- 5) **Construction Funds:** The funds for payment of costs of reconstruction or repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds, if any, collected by the Association from assessments against Unit owners, shall be disbursed in the sound discretion of the Insurance Trustee and according to the contract of reconstruction or repair, which contract must have the approval of the Board.
- 6) **Surplus:** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be paid to the Association for the use and benefit of the affected Unit owners.
- 7) **Reversion:** If a determination has been made in accordance with this Declaration to not rebuild the Units, and after payment of all insurance proceeds to Unit owners in accordance with the terms and conditions herein, the real property on which the condominium was erected will revert to the common ownership of all such Unit owners as provided in Section 70-23-804, MCA. The percentage of common ownership of each Unit owner shall be in proportion to such owners' percentages of undivided interest in the general common elements at the time of the damage or destruction.

J. Individual Policies.

Notwithstanding anything to the contrary contained in this Article 11, the Board may, in its reasonable discretion in order to provide better and/or more cost-effective insurance

coverage, obtain and maintain insurance coverage which is individualized for each separate Condominium Building. In such event, the premiums for the individualized policies shall be allocated to the Unit owners in each Condominium Building on a pro rata basis, so that an insurance claim, loss or change in premium with respect to a particular Condominium Building, will not affect another Condominium Building. All provisions and powers with respect to losses and payments to an Insurance Trustee shall apply to a loss or damage to an individual Condominium Building just as if the loss were to a general common element but shall be administered with respect to the individual Condominium Building and such Buildings' Unit owners only.

10. Removal or Partition – Subdivision

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

A. The Board of Directors of the Association must approve the plans of removal, partition or sale. Such approval shall include the details of how any partition or sale, and the distribution of property or funds shall be accomplished.

B. The plan of removal, partition, subdivision, abandonment, termination or sale must be approved by the Unit owners and any lienholders as provided in the Unit Ownership Act. If approval for any of the forgoing is not required by the Unit Ownership Act, then approval shall be required from at least seventy-five percent (75%) of the Unit owners based on percentages of interest in the general common elements and all lienholders in the condominium project. Upon obtaining such approval, the Board shall be empowered to implement and carry out the plan of removal, partition, subdivision, abandonment, termination or sale.

C. No Unit may be divided or subdivided into a small Unit, nor any portion thereof sold or otherwise transferred, except as provided above.

D. The common elements of the Condominium shall not be abandoned, partitioned, subdivided, encumbered, or sold or transferred without compliance with all of the above requirements.

E. Any such removal, partition, division, subdivision or other plan under this Section 12 must be done in compliance with all applicable Montana laws, rules and regulations.

11. Units Subject to Declaration, Bylaws, Rules and Regulations.

All present and future owners of Units shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws filed and recorded herewith and rules and regulations adopted pursuant

thereto, as these instruments may be amended from time to time (the "Condo Instruments"). This Declaration may be amended by an affirmative vote of a majority of the Unit owners computed on the basis of their common element interests, at a regular or special meeting of the Association called for that purpose. Any amendments shall be filed of record with the Missoula County Clerk and Recorder.

Each Unit owner hereby appoints the Board as his, her or its attorney-in-fact, and grants the Board all necessary authority so that the Board may file any amendment approved by the process described herein.

The acceptance of a deed or other conveyance to a Unit in THE COTTONWOODS AT GRANT CREEK CONDOMINIUM shall constitute an acceptance of the provisions of the Condo Instruments by such owner. These provisions shall be covenants running with the land and shall bind any person having any interest in such Units as though the provisions were recited and fully stipulated in each deed or conveyance thereof.

12. Miscellaneous.

A. Remedies.

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

B. Severability.

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

C. Right of Access.

The Association shall have the irrevocable right, to be exercised by the Board or the manager, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the limited common elements therein or accessible therefrom or for making emergency repairs therein necessary for the maintenance, repair or replacement of any of the limited common elements therein necessary to prevent damage to the general or limited common elements or to any Unit. Except in the case of emergencies, the Board or the manager will give a Unit owner at least forty-eight (48) hours' advance notice of any need to access a Unit.

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

D. Expenditures.

With the exception of expenditures required for emergency situations, no single expenditure or debt in excess of Fifteen Thousand Dollars (\$15,000.00) may be made or incurred by the Association or manager without the prior approval of the Board. The limitation on single expenditures may be modified by the Board by written resolution without amendment to this Declaration, but in no event may exceed Forty Thousand Dollars (\$40,000.00).

E. Benefit.

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

F. Right to Examine Books.

Every Unit owner shall have the right to examine the books and records of the Homeowners Association and of any manager for the condominium project by giving a written notice requesting such examination. Upon receipt of such notice the party receiving the notice shall schedule a mutually agreeable date and time during normal business hours for the examination which date shall be not more than ten (10) days following the receipt of the notice requesting the examination.

G. Notices.

All writings required or permitted to be given or delivered under this Declaration shall be deemed to have been given or delivered when deposited in the United States mail, by delivering it personally to an officer of the Association or directly to a Unit Owner, or by emailing it to the email address provided by the Unit Owner to the Association for the purpose of receiving notices.

The Cottonwoods at Grant Creek Condominium Association
P.O. Box 1042
Missoula, MT 59806

Attn: Board of Directors

Unit Owner: Address(es) as shown on the records of the Association.

The Association or Unit Owners may change their address for the purposes of delivery of such writings by delivering written notice of such change to the Association or Unit owners as appropriate in the manner above provided at least ten (10) days prior to the effective date of such change.

H. Exhibits.

All exhibits attached hereto are by reference herein made a part of this Declaration as if set forth in full in this document.

IN WITNESS WHEREOF, the Association has caused this Amended Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Section 70-23-101, et seq., MCA.

DATED effective as of the 21 day of December, 2023.

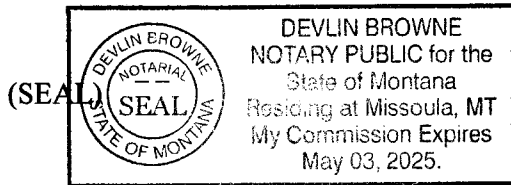
The Cottonwoods at Grant Creek Condominium Association, Inc.

By Jeff Hasskamp, President

By Diana F. Cox, Secretary

STATE OF MONTANA)
) ss.
County of Missoula)

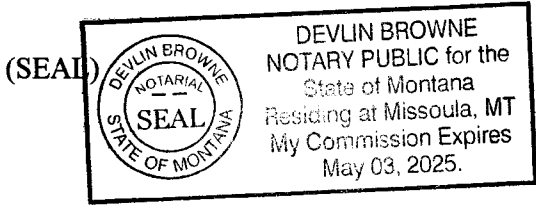
This instrument was acknowledged before me on the 21st day of December, 2023, by Jeff Hasskamp, as the President of The Cottonwoods at Grant Creek Condominium Association, Inc.



Devlin Browne

STATE OF MONTANA)
) ss.
County of Missoula)

This instrument was acknowledged before me on the 21st day of December, 2023, by Diana F. Cox, as the Secretary of The Cottonwoods at Grant Creek Condominium Association, Inc.



Devlin Browne

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

Parcel 3 of Certificate of Survey No. 5125, located in the NW¼ of Section 5, Township 13 North, Range 19 West, P.M.M., Missoula County, Montana, LESS that portion conveyed to the City of Missoula, an incorporated City of the State of Montana, in Book 373 of Micro Records at Page 1694 and re-recorded in Book 338 of Micro Records at Page 2179 (LEVEE).

3:



200126717

Page: 30 of 30
12/29/2023 02:03P
Missoula County Vickie H Zeler NIS. Ek-670 Pg-188

Exhibit A-1

LEGAL DESCRIPTION

PORTION "B"

A tract of land being a portion of Parcel 3 of Certificate of Survey No. 5125, on file in Missoula County, Montana, being located in the northwest quarter of Section 5, Township 13 North, Range 19 West, P.M., Montana; more particularly described as follows:

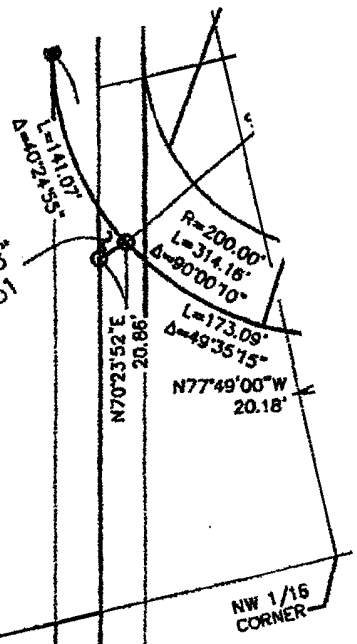
Beginning at the most northerly corner of said Parcel 3, said corner being a point on a non-tangent curve concave northeasterly and having a radius of 200.00 feet, a radial line to last said point bears S 61°46'15" W; thence southeasterly along the northeasterly line of said Parcel 3 and said non-tangent curve through a central angle of 49°35'15" , an arc length of 173.09 feet; thence N 77°49'00" W, 170.01 feet to a point on the westerly line of said Parcel 3; thence along the westerly and northwesterly lines of said Parcel 3 the following two (2) courses: 1) N 12°11'10" E, 59.38 feet; 2) N 70°23'52" E, 20.86 feet; to the point of beginning; containing 4,424 square feet more or less.





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BK-184 P-1350

PORTION "B"
COS 4831



NW 1/16
CORNER

VED
T "A"
3750

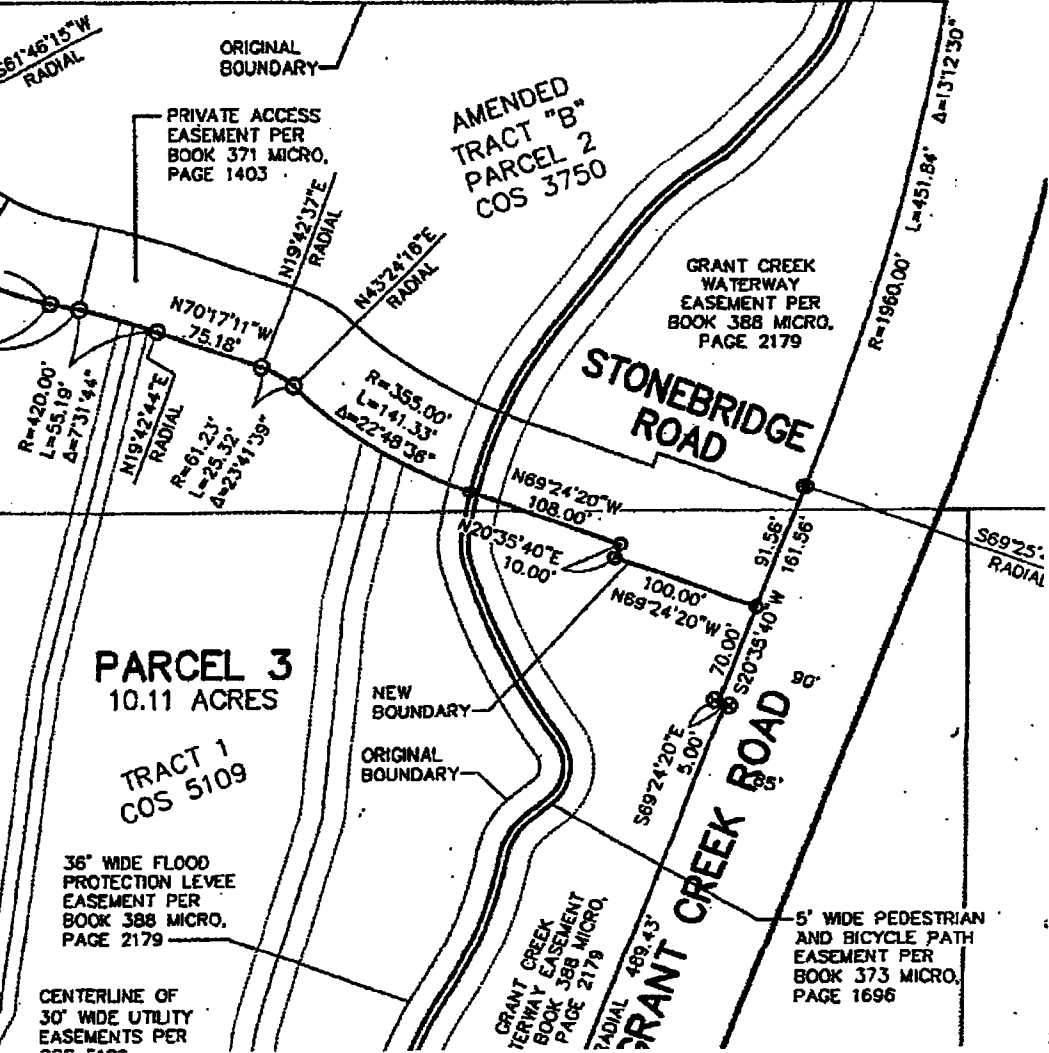
N12°11'0\"/>

60' WIDE UTILITY
EASEMENT PER
BOOK 153 MICRO.
PAGE 1841

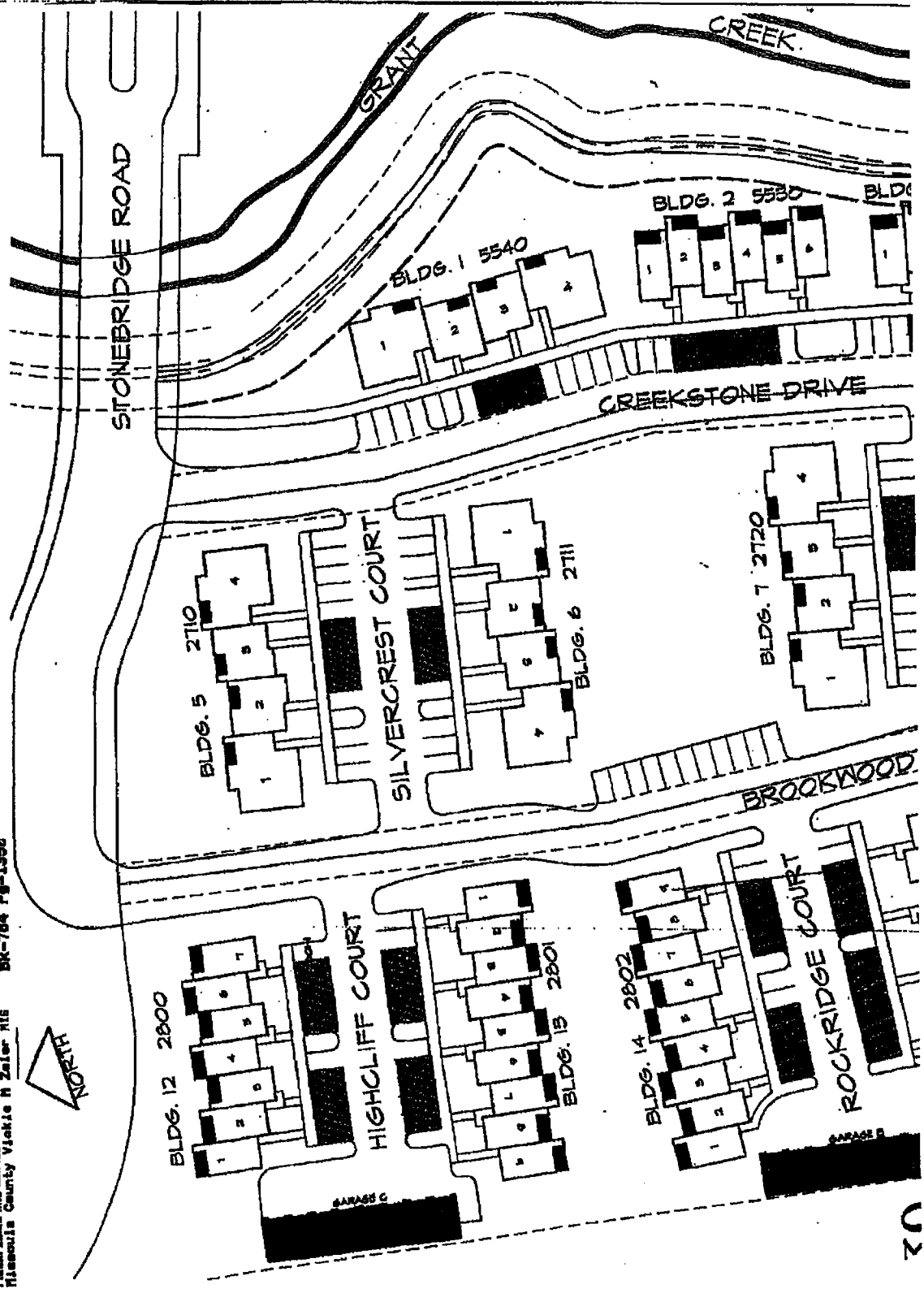
N "C"
4831

CENTERLINE OF
20' WIDE UTILITY
EASEMENTS PER
COS 5109

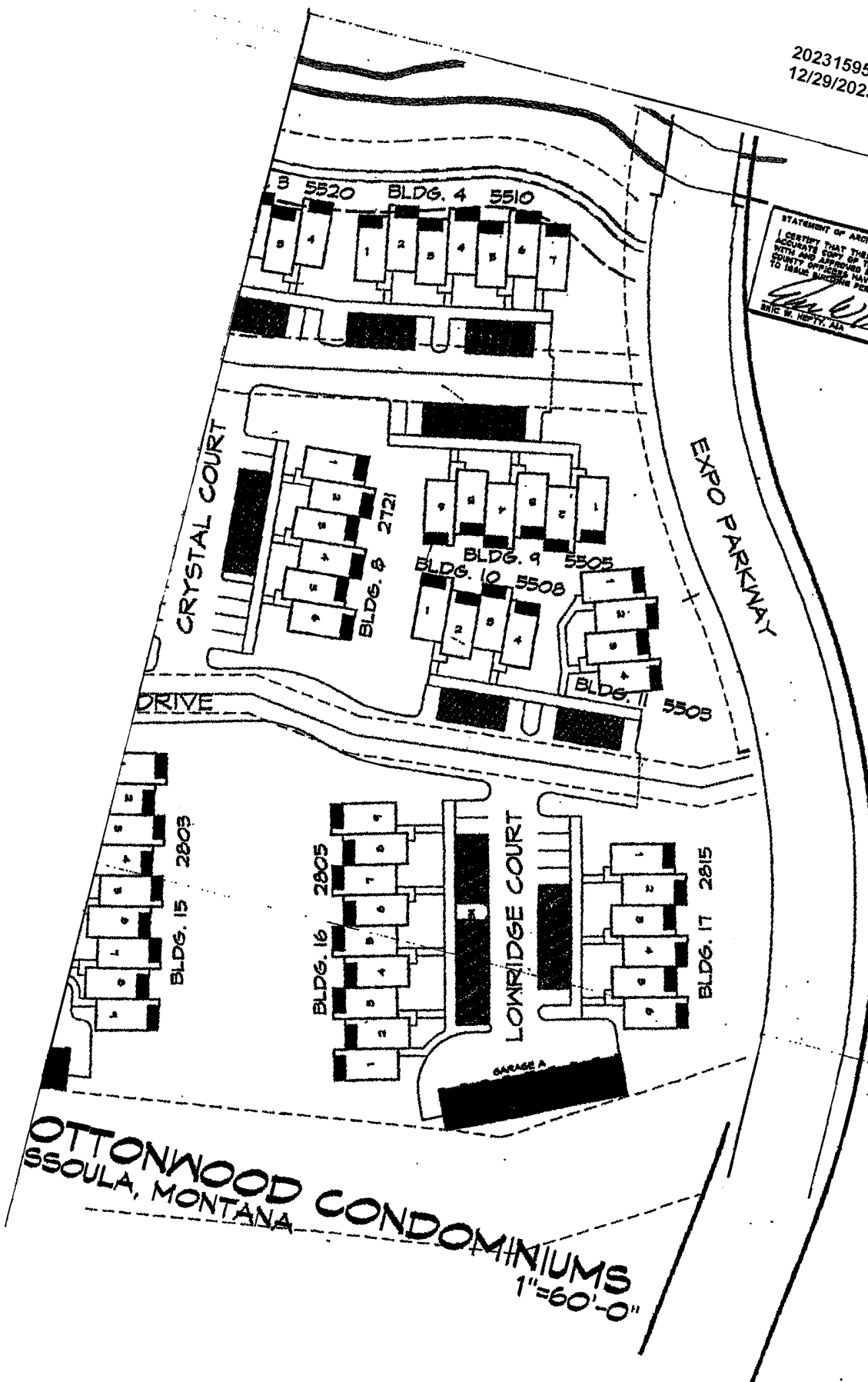
FOR THE USE AND
BENEFIT OF PARCEL 1



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Missouri County Vialie H Zeller, LLC BK-784 Pg-1350



20



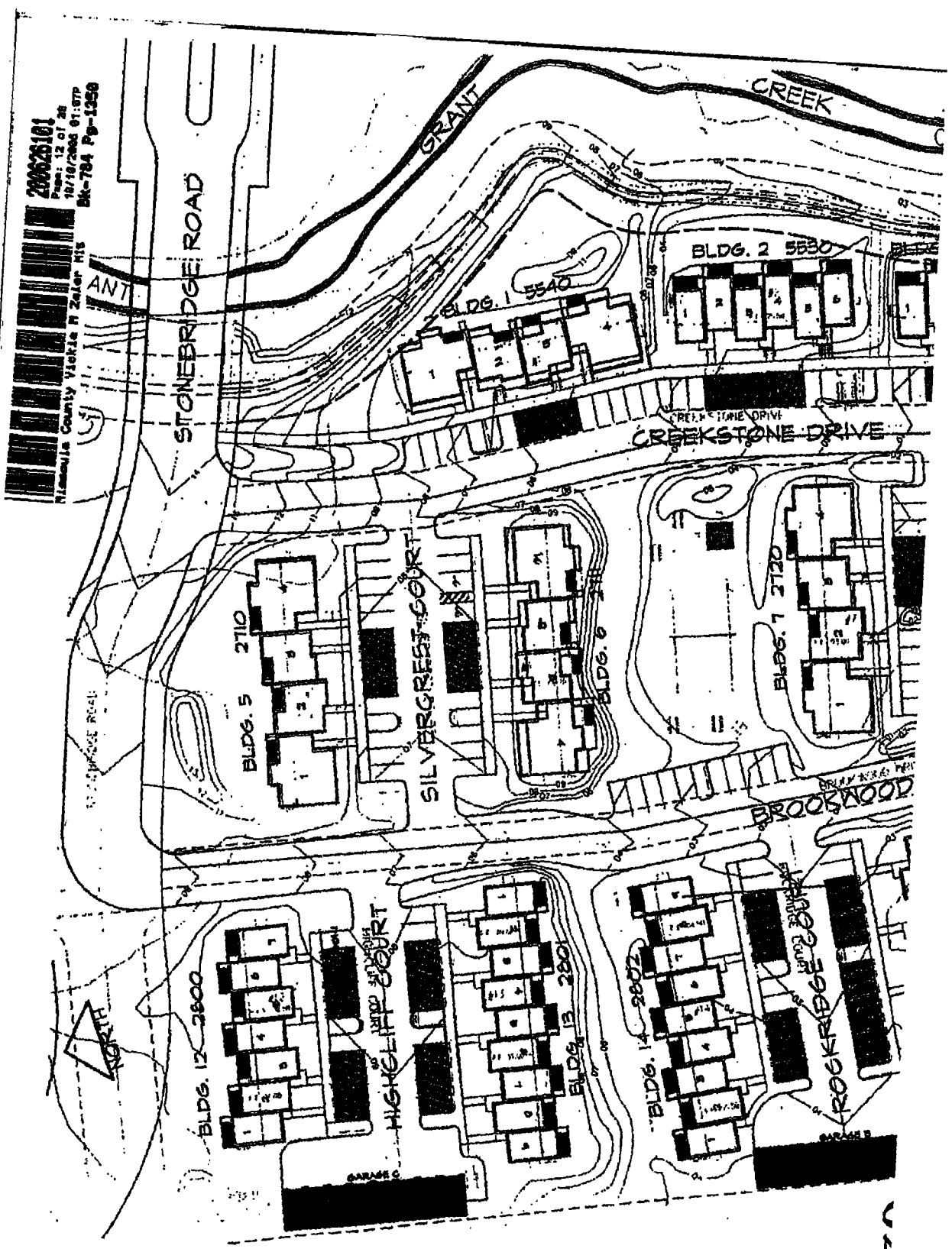
STATEMENT OF ARCHITECT:
I CERTIFY THAT THESE PLANS ARE AN
ACCURATE COPY OF THE PLANS FILED
WITH AND APPROVED BY THE CITY AND
COUNTY OFFICES AND I AGREE TO MAKE
NECESSARY PERMITS.
[Signature]
ERIC W. HOPPE, AIA

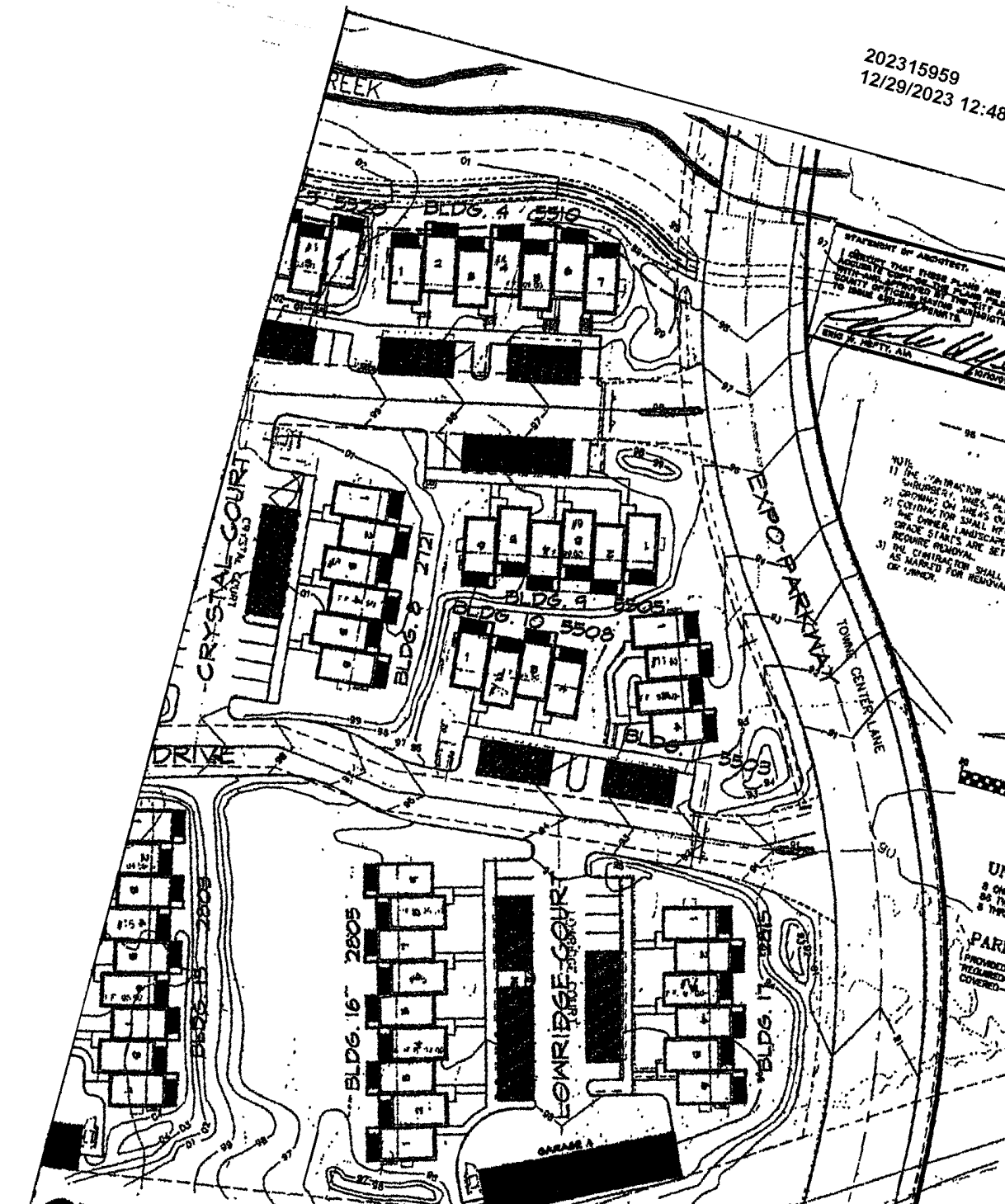
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Page: 36 of 36
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Blk-784 Pg-1350
Missoula County Vickie H Zelar MS

EXHIBIT B
2/3

OTTONWOOD CONDOMINIUMS
SSOULA, MONTANA
1"=60'-0"

200826101
Page: 12 of 28
Nimble County Victor N Zaker HIS
10/10/2008 01:07P
BK-704 Pg-1258





STATEMENT OF ARCHITECT
I CERTIFY THAT THESE PLANS ARE AN ACCURATE REPRESENTATION OF THE PLANS FILED WITH THE MISSOULA PLANNING AND ZONING DEPARTMENT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
DATE: 12/29/2023
BY: M. W. W. AIA

LEGEND

- EXISTING OUTLINE LINE
 - PROPOSED CONTOUR LINE
 - FLOW LINE
- NOTE:
1) THE CONTRACTOR SHALL AVOID, AS FAR AS PRACTICAL, REMOVAL OF TREES, PLANTS, GRASSES, AND OTHER VEGETATION ON THE SITE'S OUTSIDE OF THE GRADING PLAN.
2) THE OWNER SHALL NOTIFY THE SITE'S ADJACENT TO A GRADE STARTS ARE SET IN ORDER TO DETERMINE WHAT REQUIRE REMOVAL.
3) THE CONTRACTOR SHALL NOT REMOVE ANY EXISTING TREES OR PLANTS AS MARKED FOR REMOVAL BY THE ENGINEER, LANDSCAPE ARCHITECT.

202315959
Page 38 of 66
12/29/2023 12:48:55 PM
Missoula County Public Works & Zoning
202315959

UNIT COU
8 ONE BEDROOM
26 TWO BEDROOM
8 THREE BEDROOM

PARKING
PROVIDED - 154
REQUIRED - 153
COVERED - 104

EXHIBIT B
3/3

COTTONWOODS CONDOMINIUMS
MISSOULA, MONTANA

REVISED 12-30-21 MOVE MARKBOXES ON WESTERN UNITS
REVISED 12-11-21 ADD COVERED CARPORT AREAS
REVISED 12-1-21 ADD UNITS BUILDINGS

THE GRADING PLAN
COTTONWOODS, PHA
MISSOULA, MONTANA
AND COMPANY

The Cottonwood Condominiums

Missoula, Montana

8 One Bedroom Units

Net area: 674.28 square feet (660.672 sf- unit, 13.61 sf- storage)

8 x 674.28 = 5,394.24 square feet-net area

86 Two Bedroom Units

Net Area: 859.75 square feet (842.333 sf- unit, 17.417 sf- storage)

86 x 859.75 = 73,938.5 square feet-net area

8 Three Bedroom Units

Net Area: 1,143.94 square feet (1,130.358 sf- unit, 13.584sf- storage)

8 x 1,143.93 = 9,151.52 square feet

Total area: 88,484.26 square feet-net area

Percentage of Total Area

One Bedroom Unit: .762%

Two Bedroom Unit: .9716%

Three Bedroom Unit: 1.2928%

Gross Building Area

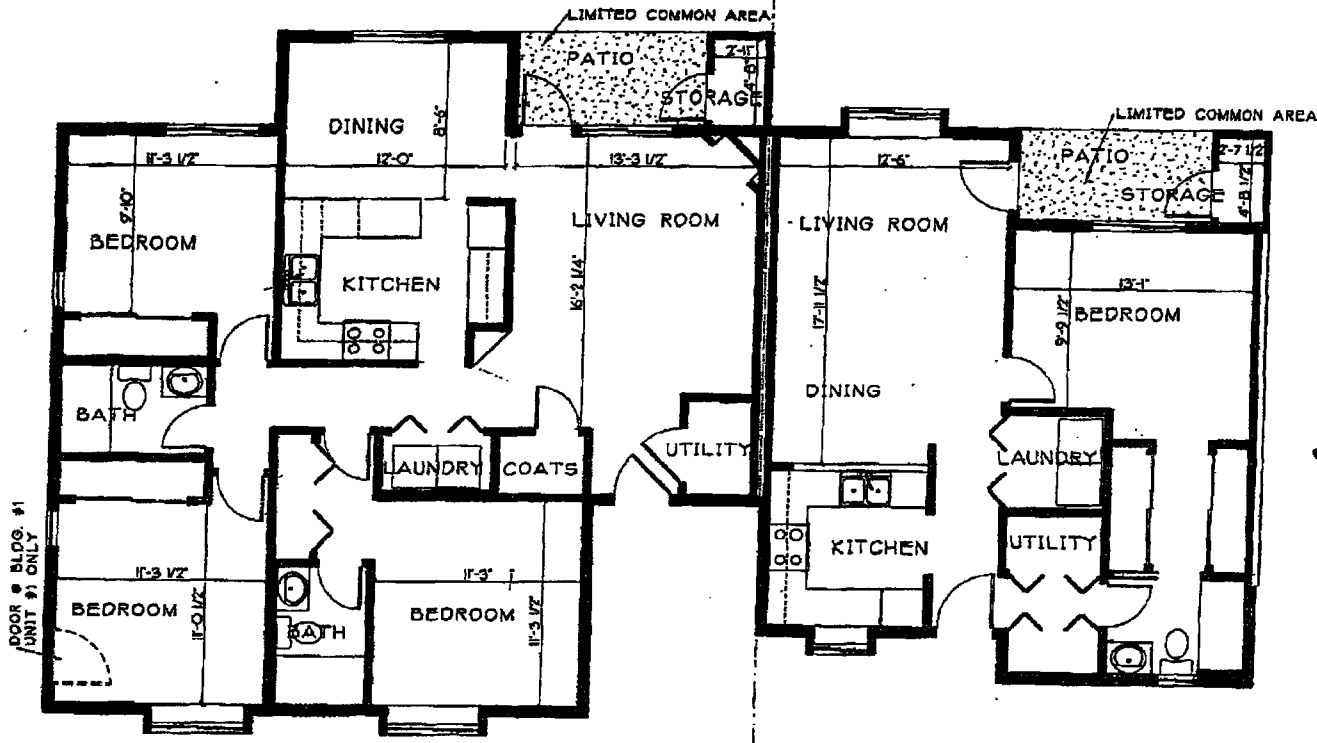
Condominiums: 98,072 Square feet-gross area

Garages: 4,158 Square feet-gross area



EXHIBIT C
1/20

200626101
Page: 15 of 36
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Missouri County Vickie M Zoller HIS BK-784 Pg-1350

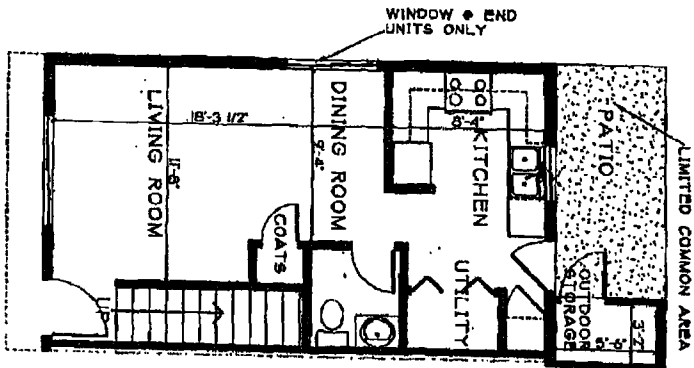
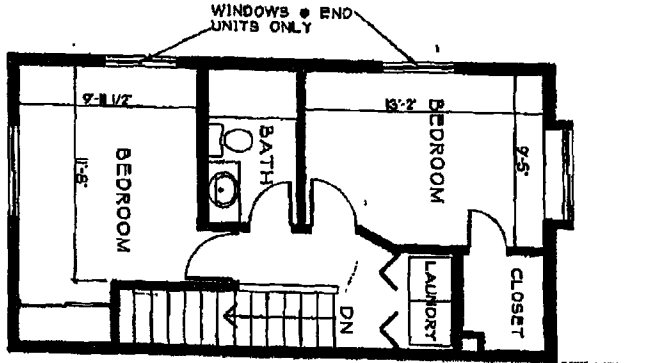


3 BEDROOM 1 BEDROOM
COTTONWOOD CONDOMINIUMS

STATEMENT OF ARCHITECT.
I CERTIFY THAT THESE PLANS ARE AN ACCURATE COPY OF THE PLANS FILED WITH AND APPROVED BY THE CITY AND COUNTY OFFICERS HAVING JURISDICTION TO ISSUE BUILDING PERMITS.
Eric W. Nepty
ERIC W. NEPTY, AIA 10/10/01

EXHIBIT C
2/20

TWO BEDROOM TOWNHOUSE
UPPER FLOOR PLAN **LOWER FLOOR PLAN**
COTTONWOOD CONDOMINIUMS



STATEMENT OF ARCHITECT
I CERTIFY THAT THESE PLANS ARE MY OWN WORK AND HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY AND COUNTY ORDINANCES, STATUTES, JURISDICTIONS AND BUILDING DEPARTMENT REQUIREMENTS TO BE BUILT IN THE CITY OF LAS VEGAS.
ERIC W. HERFTL, AIA
10/20/2021

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Page: 16 of 26
10/19/2023 01:07P
Nye County Vickie M Zeier NIS Ok-784 Pg-1330

EXHIBIT C
3/20

Missouri County Clerk R. Zeller, M.S.
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BK-784 Pg-135B

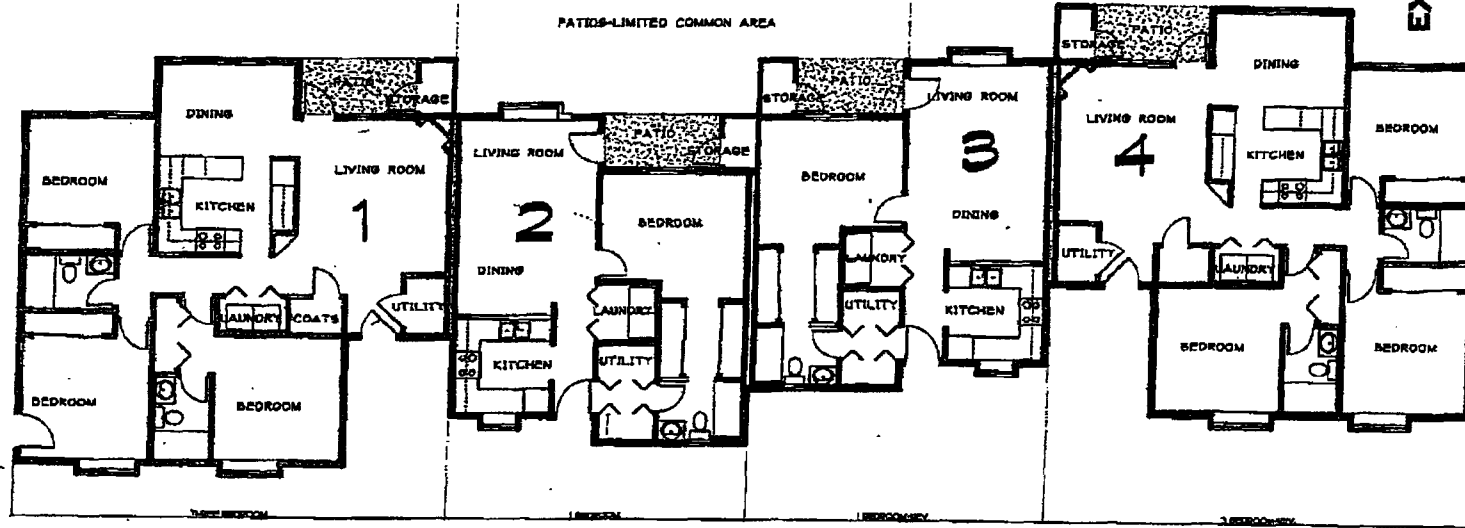


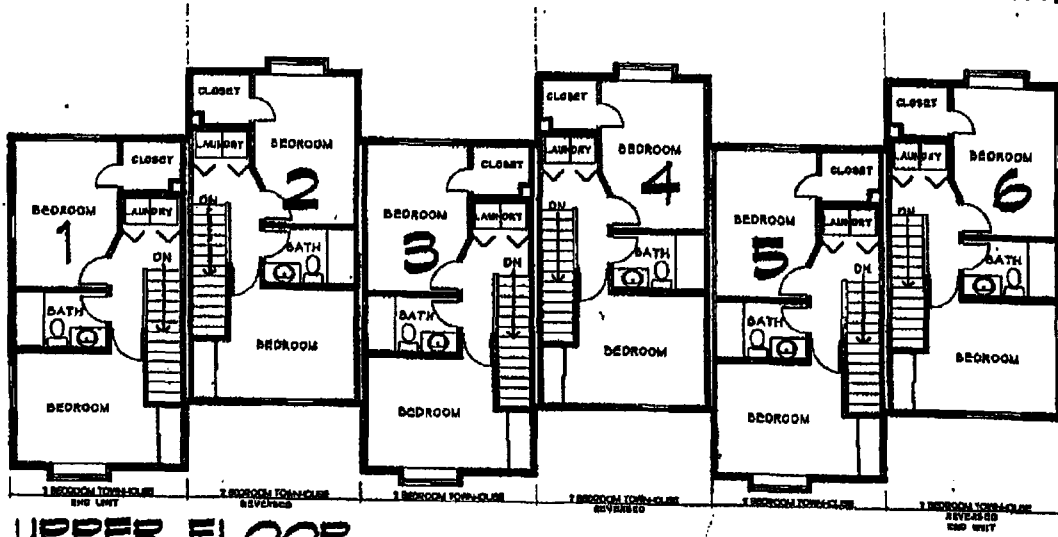
EXHIBIT C
4/20

COTTONWOOD CONDOMINIUMS
BUILDING 1
5540 CREEKSTONE DRIVE

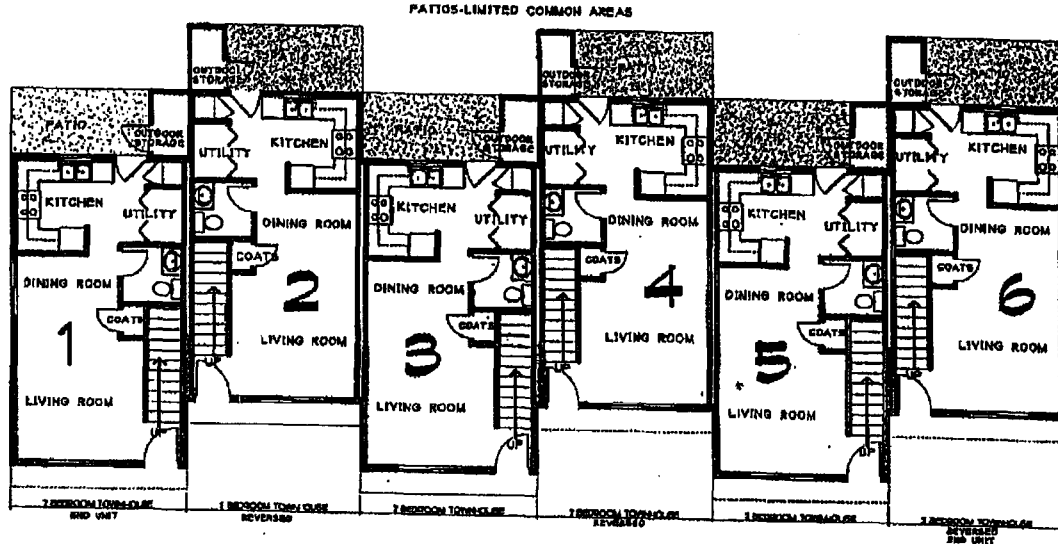


STATEMENT OF ARCHITECT.
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Eric W. Hefft
ERIC W. HEFTT, AIA 10/NOV/01

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Missouri County Vickie M Zeiler M15 Bk-784 Pg-1350



UPPER FLOOR

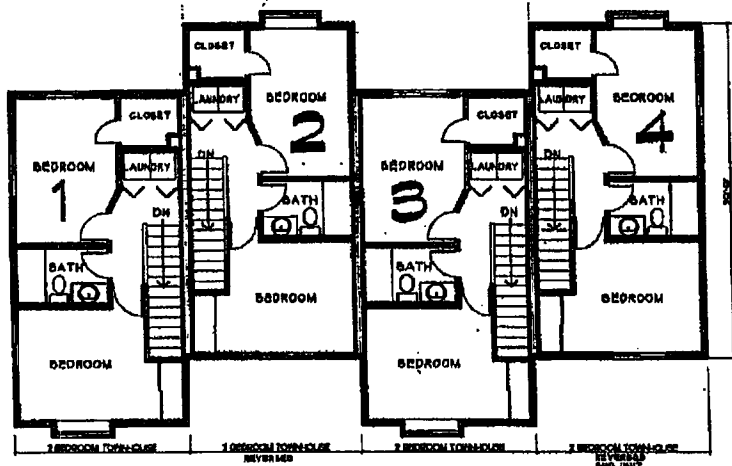


LOWER FLOOR PLAN
BUILDING 2
COTTONWOOD CONDOMINIUMS
5530 CREEKSTONE DRIVE

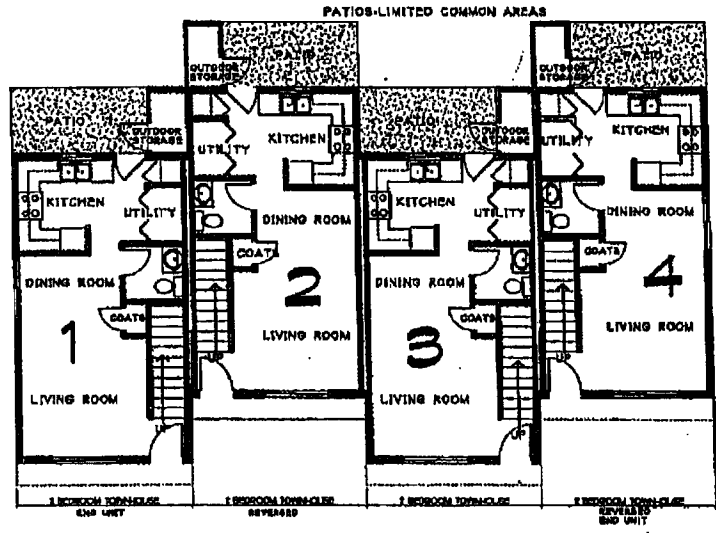


STATEMENT OF ARCHITECT.
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Eric W. Nepty
ERIC W. NEPTY, AIA 10/0701

EXHIBIT C
5/20



UPPER FLOOR



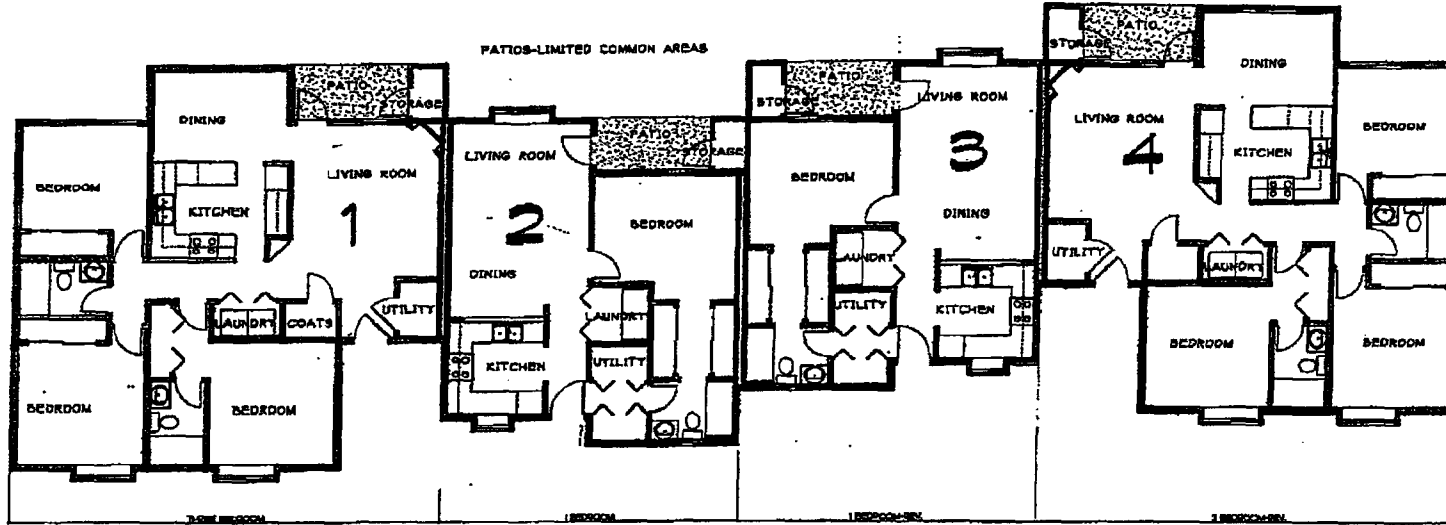
LOWER FLOOR PLAN
BUILDING 3
 COTTONWOOD CONDOMINIUMS
 5520 CREEKSTONE DRIVE

EXHIBIT C
 6/20

STATEMENT OF ARCHITECT:
 I CERTIFY THAT THESE PLANS ARE AN ACCURATE COPY OF THE PLANS FILED WITH AND APPROVED BY THE CITY AND COUNTY OFFICERS HAVING JURISDICTION TO ISSUE BUILDING PERMITS.
 Eric W. Hefty
 ERIC W. HEFTY AIA 10/07/01

200626101
 Page: 19 of 30
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 Missoula County Vickie R Zaiser HES

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Missouri County Website N Zeller MS
BK-784 P-1350



COTTONWOOD CONDOMINIUMS
BUILDING 5
2710 SILVERCREST COURT



STATEMENT OF ARCHITECT.
I CERTIFY THAT THESE PLANS ARE AN ACCURATE COPY OF THE PLANS FILED WITH AND APPROVED BY THE CITY AND COUNTY OFFICERS HAVING JURISDICTION TO ISSUE BUILDING PERMITS.
Eric W. Hefty
ERIC W. HEFTY, AIA 10/10/01

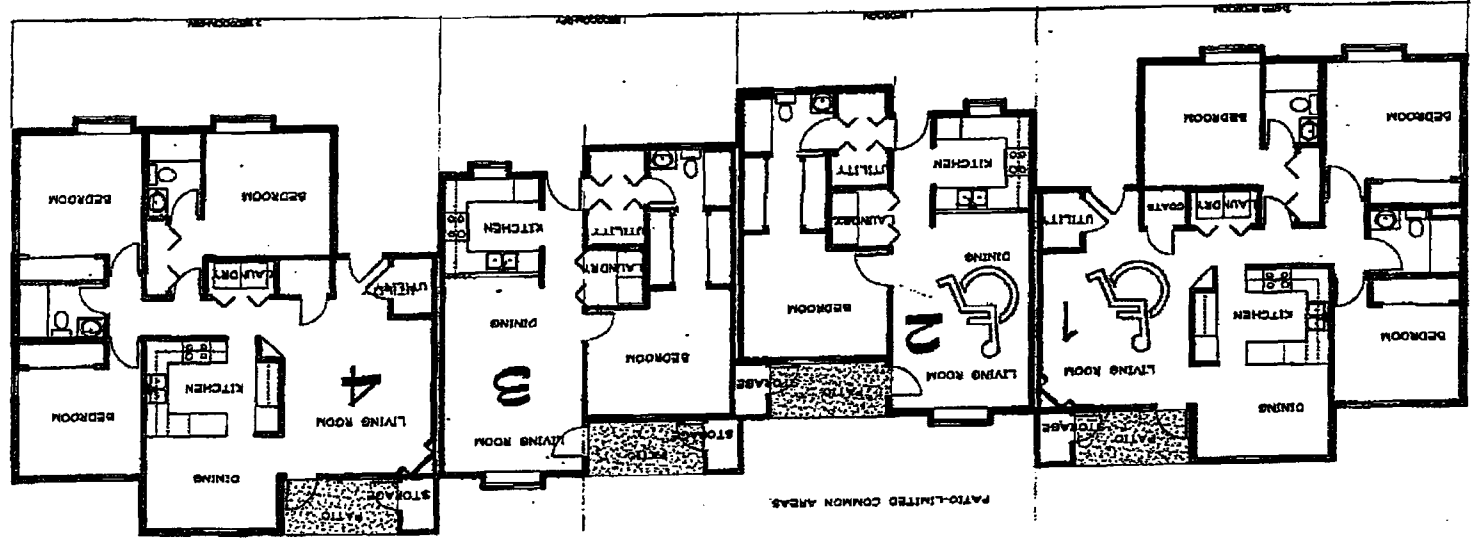
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BUILDING 6 COTTONWOOD CONDOMINIUMS 2711 SILVERCREST COURT



STATEMENT OF ARCHITECT
I CERTIFY THAT THESE PLANS ARE AN
ACCURATE COPY OF THE PLANS FILED
WITH AND APPROVED BY THE CITY AND
COUNTY OFFICES HAVING JURISDICTION
TO ISSUE BUILDING PERMITS.
ERIC W. HEFFLY, AIA
10/10/2021

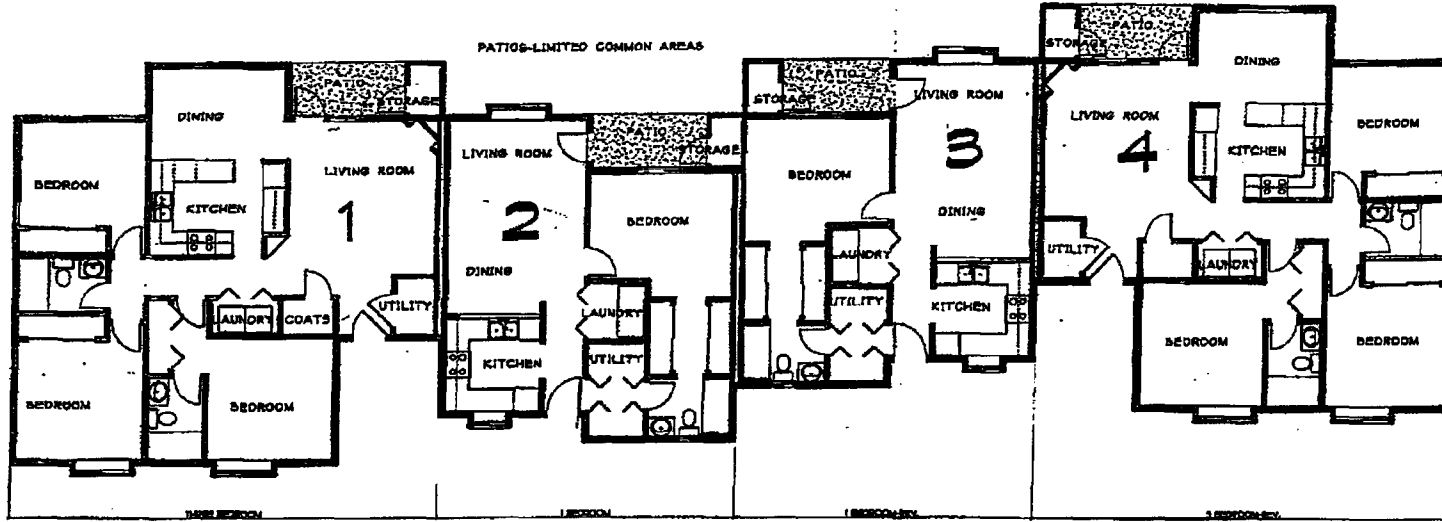
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Missoula County Vickie H Zeiser HIS

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 MISSISSIPPI COUNTY ALABAMA H ZONING HIS



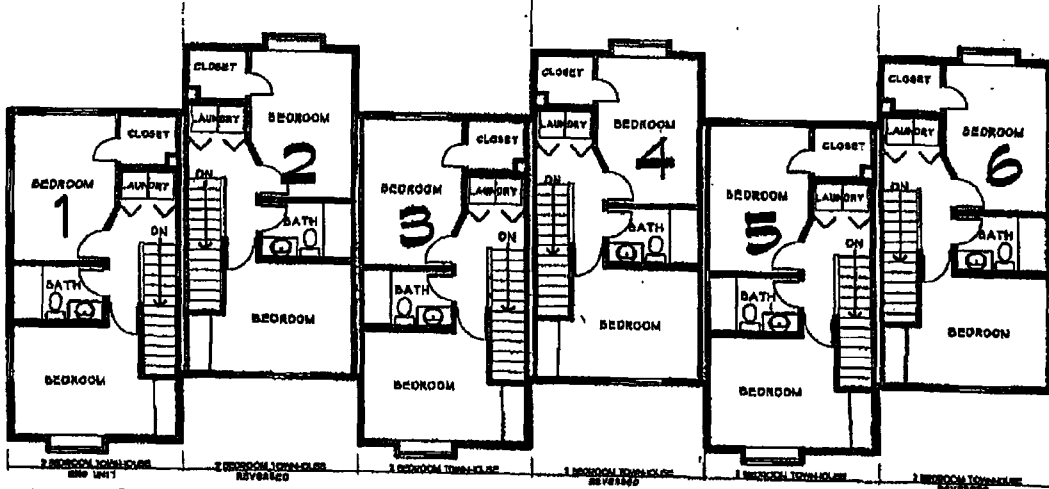
COTTONWOOD CONDOMINIUMS
BUILDING 7
 2720 SILVERCREST COURT



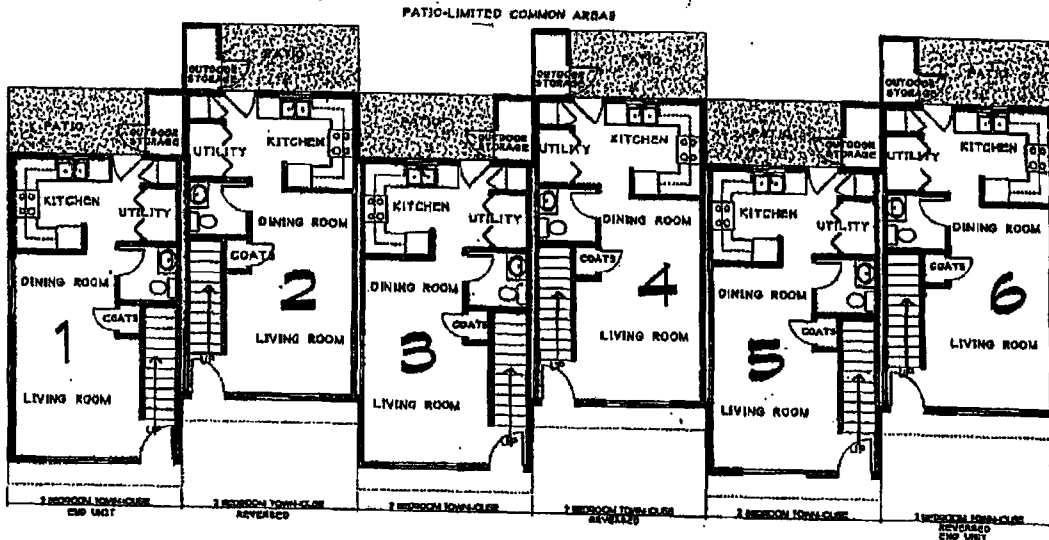
STATEMENT OF ARCHITECT:
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Eric W. Neftt
 ERIC W. NEFTT, AIA

C
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Missoula County Vickie H Zeier MS BK-784 Pg-1350



UPPER FLOOR



LOWER FLOOR PLAN

BUILDING 8

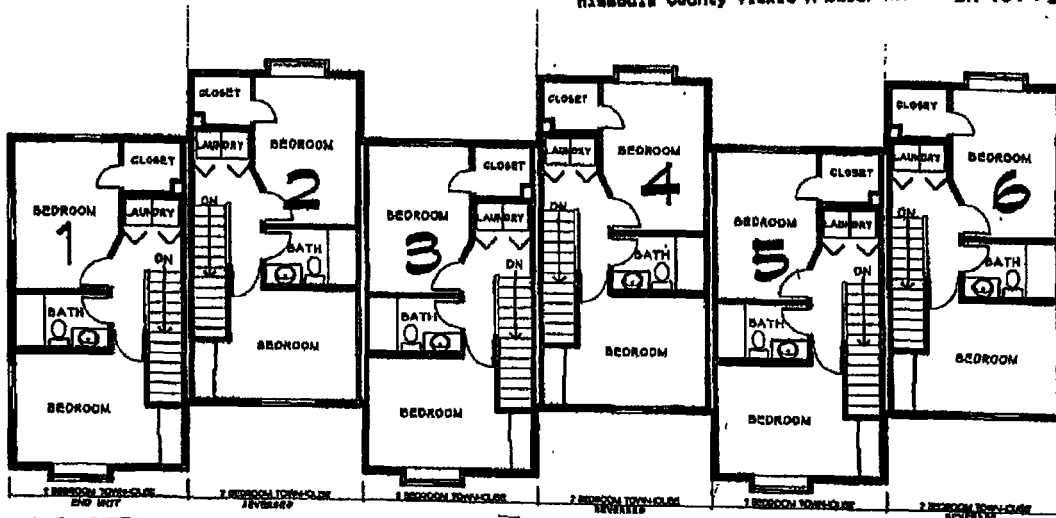
COTTONWOOD CONDOMINIUMS
2721 CRYSTAL COURT



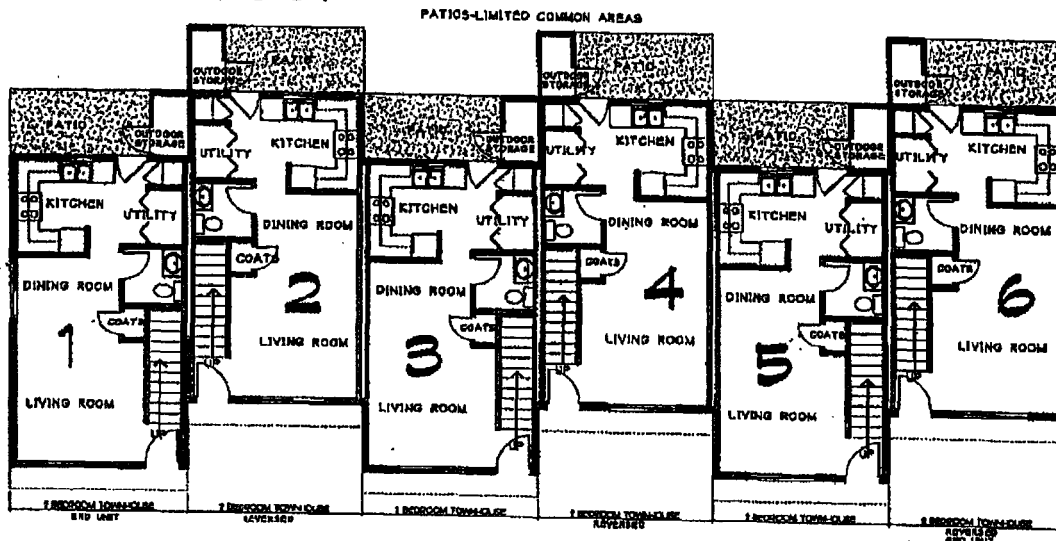
STATEMENT OF ARCHITECT.
I CERTIFY THAT THESE PLANS ARE AN ACCURATE COPY OF THE PLANS FILED WITH AND APPROVED BY THE CITY AND COUNTY OFFICERS HAVING JURISDICTION TO ISSUE BUILDING PERMITS.
Eric W. Hefty
ERIC W. HEFTY, AIA 10/10/05

EXHIBIT C
11/20

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UPPER FLOOR



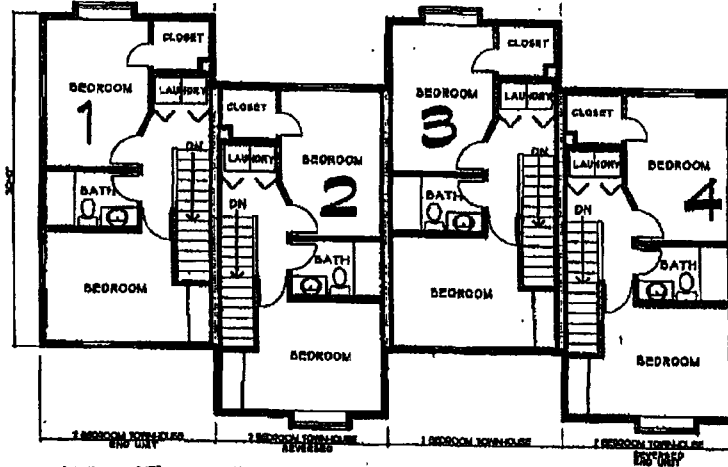
LOWER FLOOR PLAN

BUILDING 9

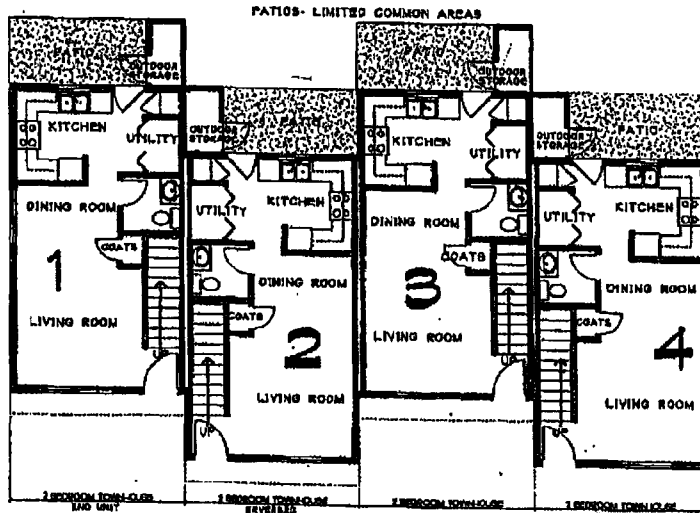
COTTONWOOD CONDOMINIUMS
 5505 CREEKSTONE DRIVE

EXHIBIT C
 12/23

STATEMENT OF ARCHITECT.
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 Eric W. Hefty, AIA
 12/19/01



UPPER FLOOR



LOWER FLOOR PLAN

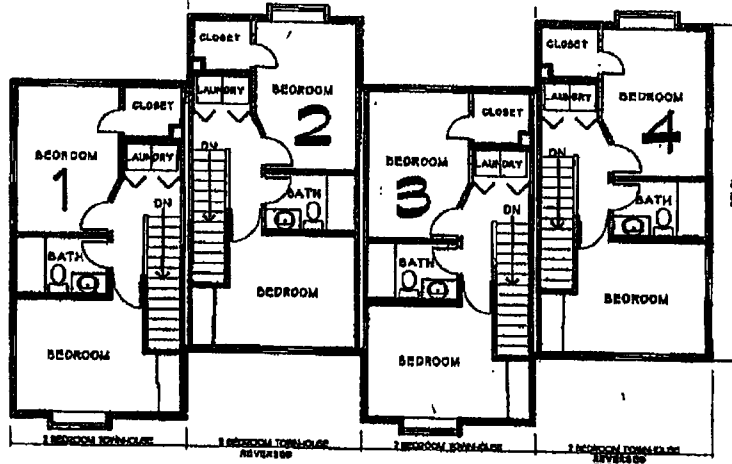
BUILDING 10

COTTONWOOD CONDOMINIUMS
 5508 BROOKWOOD

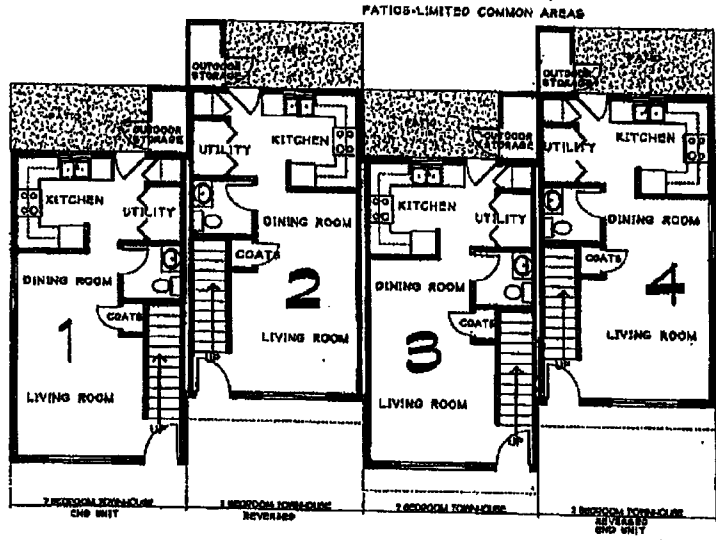
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STATEMENT OF ARCHITECT:
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Eric W. Hefty
 ERIC W. HEFTY, AIA 10/10/01

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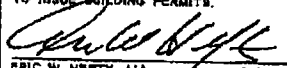


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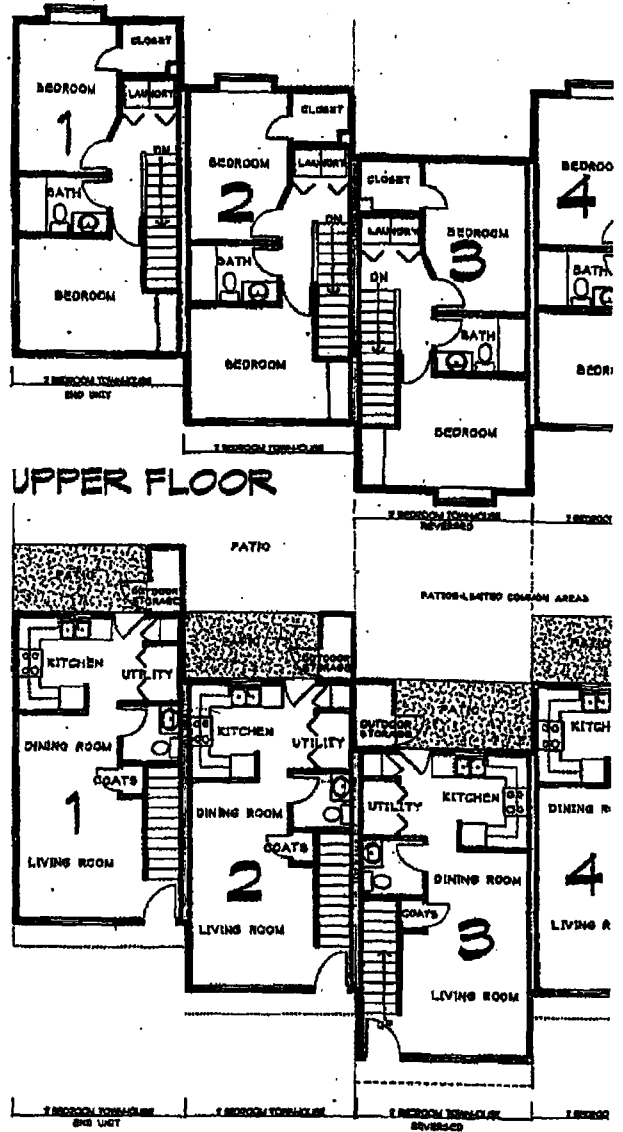


LOWER FLOOR PLAN 
BUILDING 11
 COTTONWOOD CONDOMINIUMS
 5503 BROOKWOOD DRIVE

EXHIBIT C
 14/20

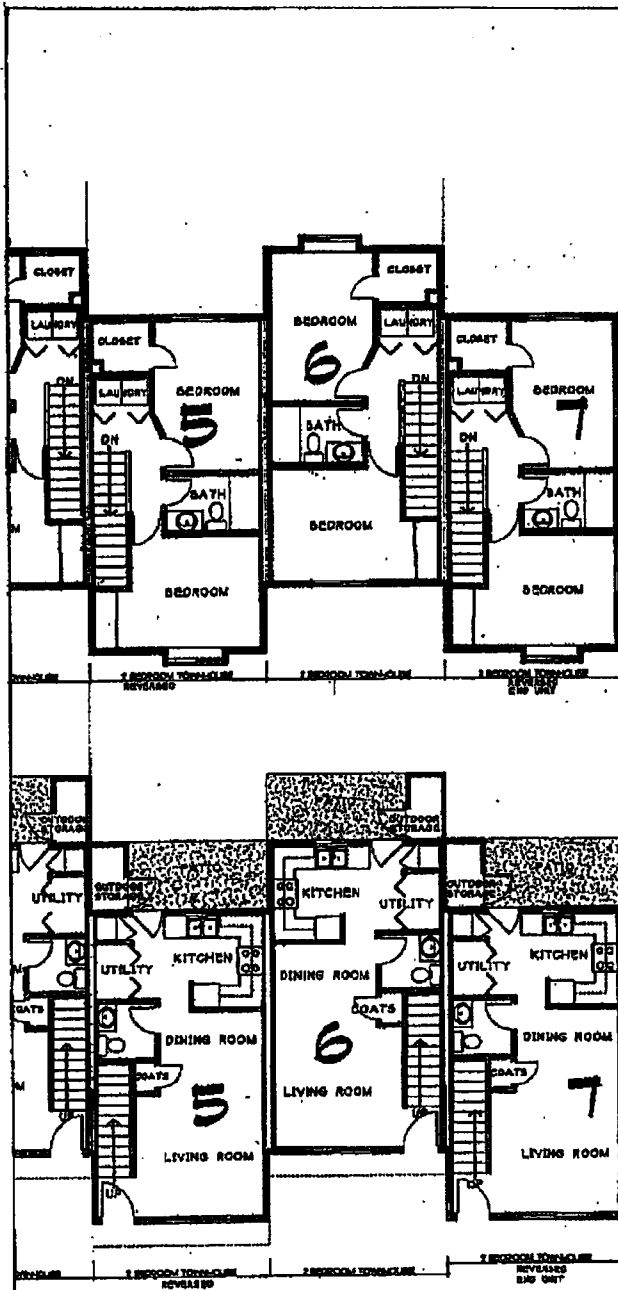
STATEMENT OF ARCHITECT.
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 ERIC W. HARTY AIA

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 Placerita County Vickie N. Zeller NLC Ek-754 Pg-1300



LOWER FLOOR PLAN
BUILDING
COTTONWOOD CONDOMINIUM
2800 HIGHCLIFF COURT

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Blk-784 Pg-1358
Missouri County Vickie H Zaier MS



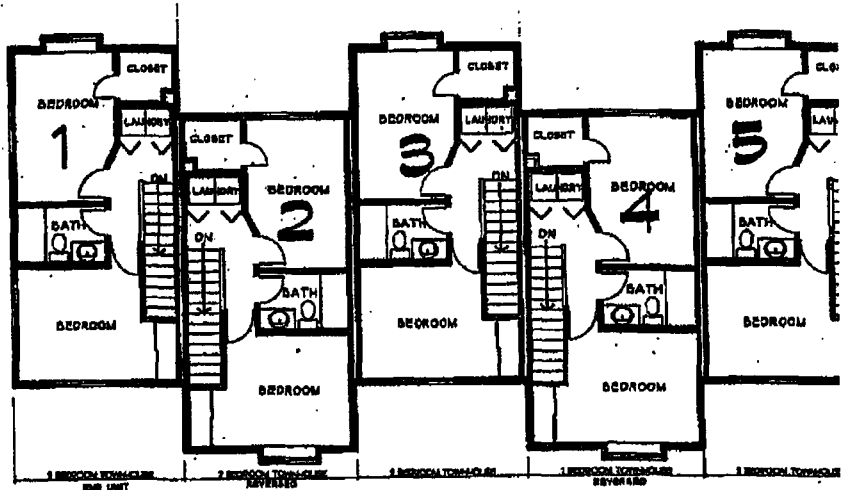
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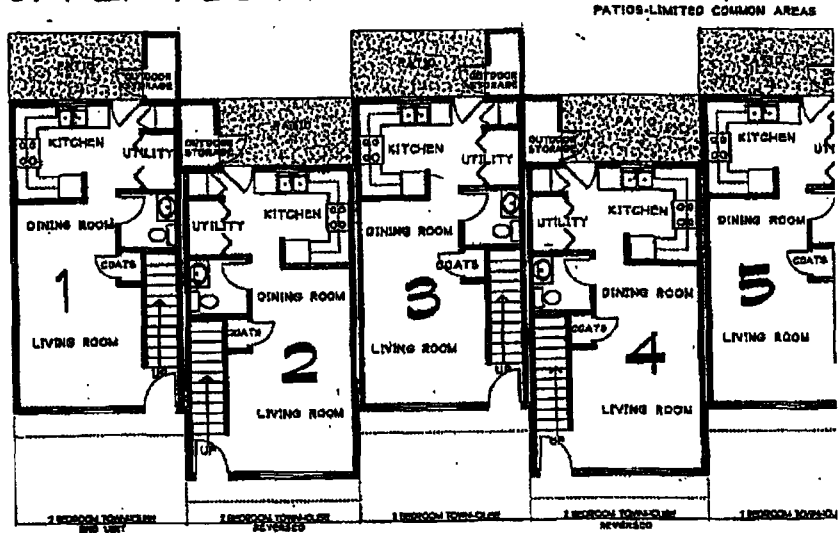
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UNITS

STATEMENT OF ARCHITECT.
I CERTIFY THAT THESE PLANS ARE AN ACCURATE COPY OF THE PLANS FILED WITH AND APPROVED BY THE CITY AND COUNTY OFFICERS HAVING JURISDICTION TO ISSUE BUILDING PERMITS.
Eric W. Hepty
ERIC W. HEPTY, AIA 10/10/01

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Hillsbala County Vickie N Zaser H13



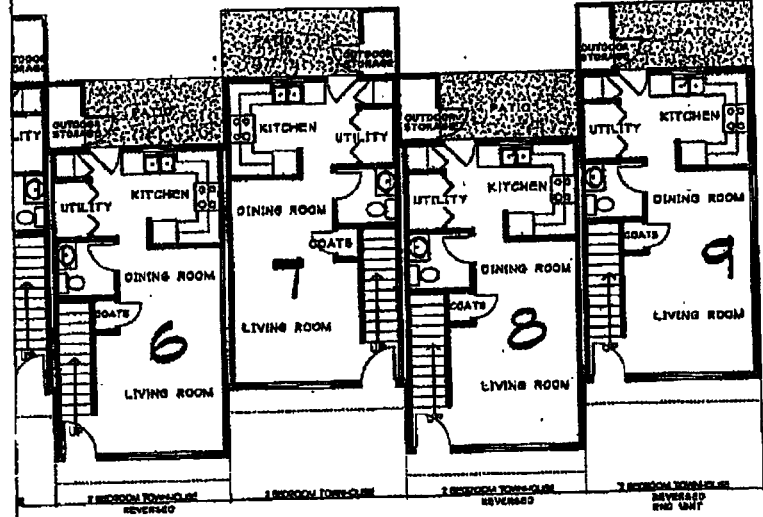
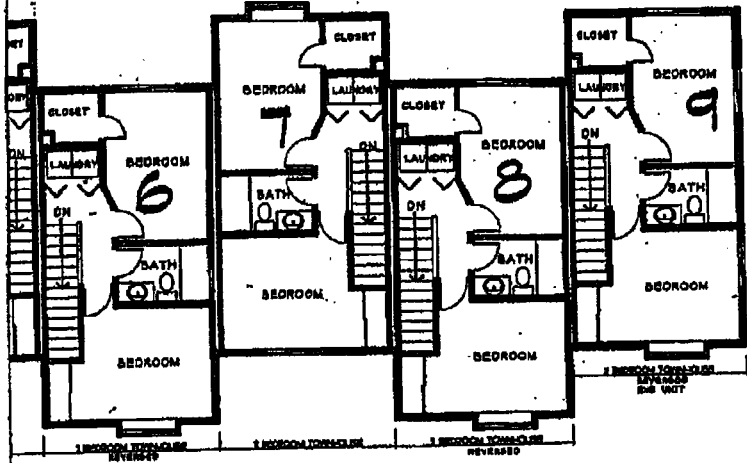
UPPER FLOOR



LOWER FLOOR PLAN

BUILDING 13

COTTONWOOD CONDOMINIUMS
2801 HIGHCLIFF COURT

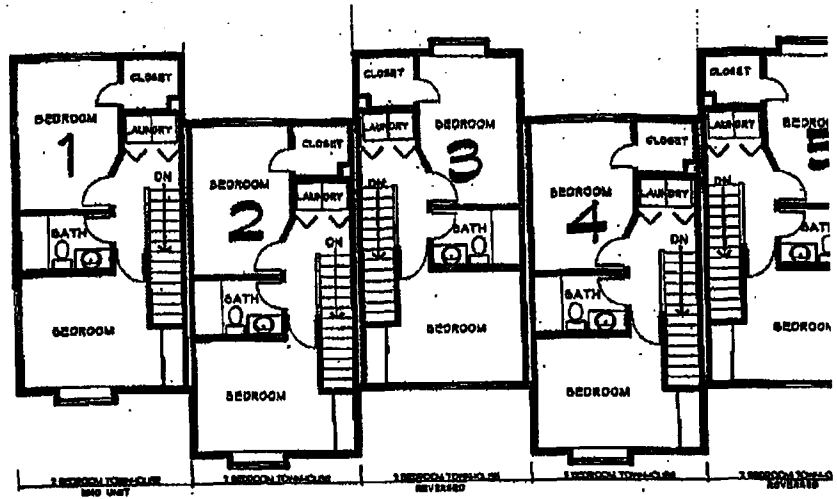


STATEMENT OF ARCHITECT.
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Eric W. Hefty
ERIC W. HEFTY, AIA 10/10/01

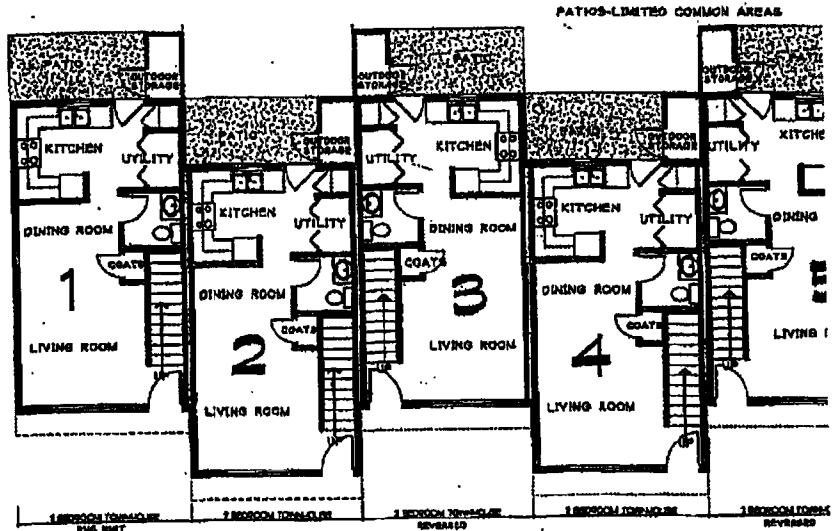
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EXHIBIT C
10/23

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Missoula County Vickie M Zeller NIS



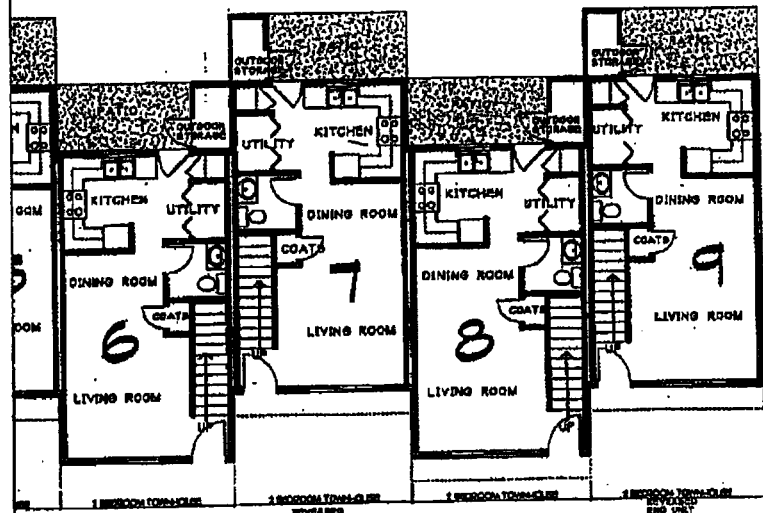
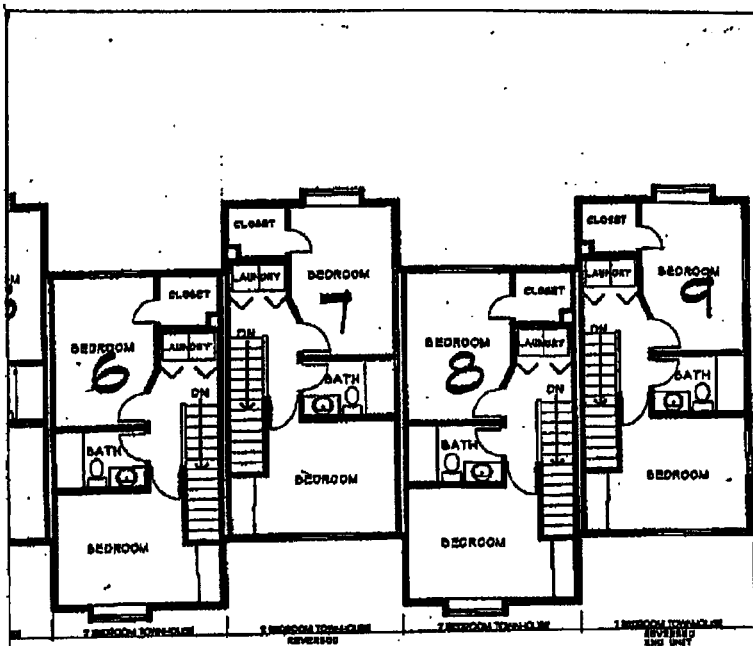
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LOWER FLOOR PLAN

BUILDING 14

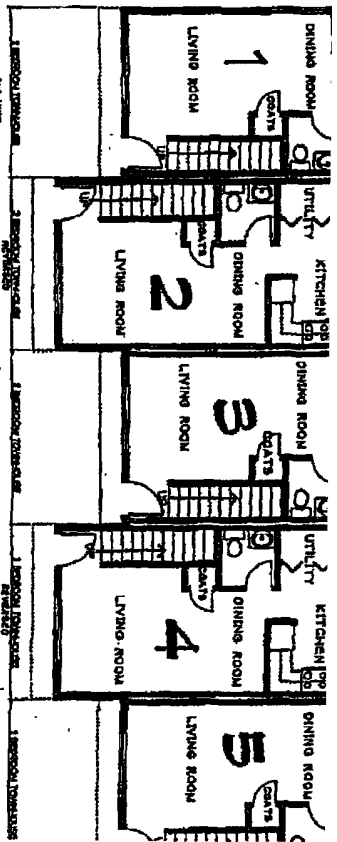
COTTONWOOD CONDOMINIUMS
2802 ROCKRIDGE COURT



STATEMENT OF ARCHITECT:
I CERTIFY THAT THESE PLANS ARE AN ACCURATE COPY OF THE PLANS FILED WITH AND APPROVED BY THE CITY AND COUNTY OFFICERS HAVING JURISDICTION TO ISSUE BUILDING PERMITS.
Eric W. Nepty
ERIC W. NEPTY, AIA 10/20/01

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Page: 57 of 66
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Missoula County Vickie H Zaiser HIS BK-784 Pg-1356

EXHIBIT C
17/20



LOWER FLOOR PLAN

BUILDING 15

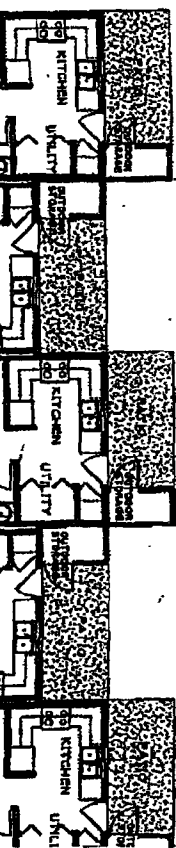
COTTONWOOD CONDOMINIUMS
2803 ROCKRIDGE COURT



200626101

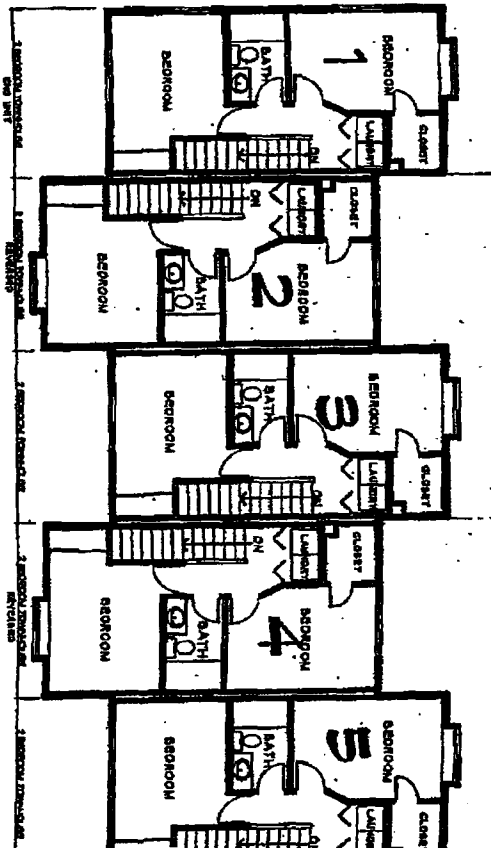
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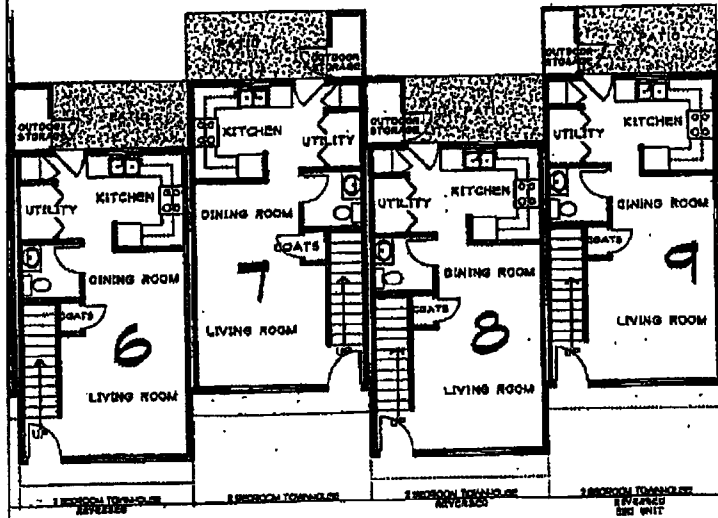
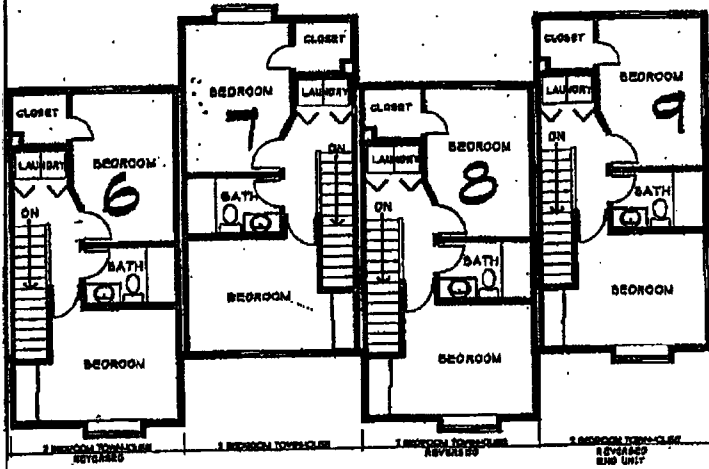
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PATIOS-LIMITED COMMON AREAS

UPPER FLOOR



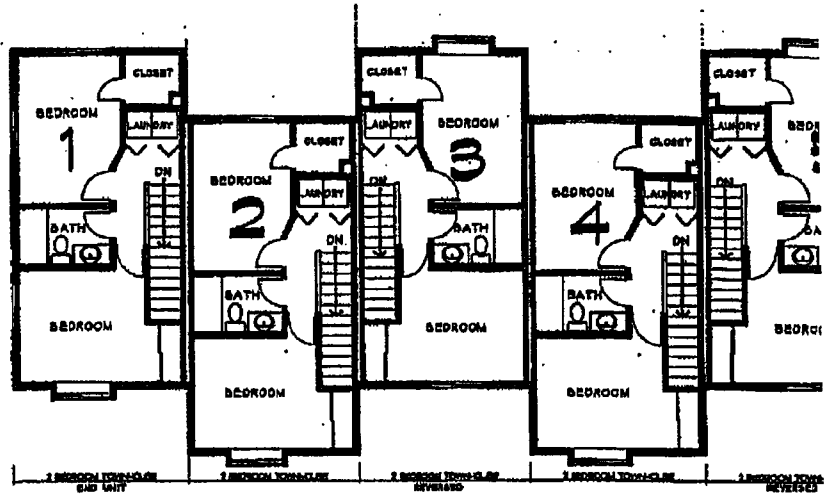


STATEMENT OF ARCHITECT.
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Eric W. Hefty
ERIC W. HEFTY, AIA 10/10/01

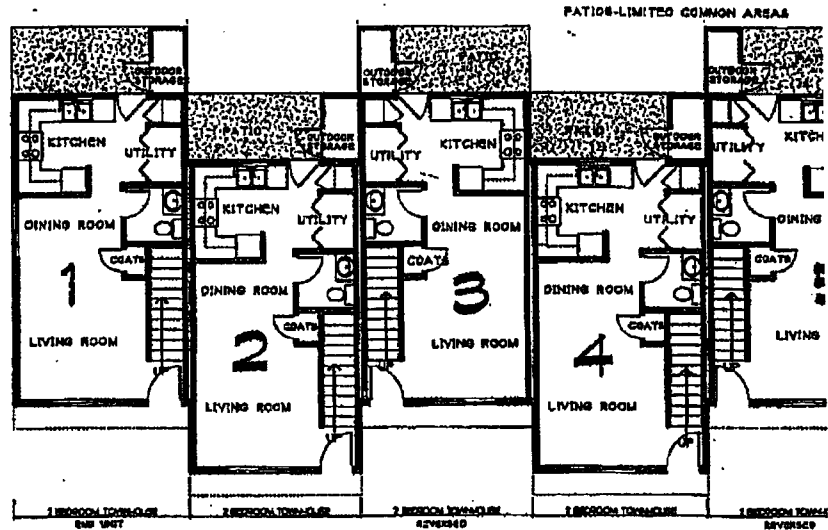
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EXHIBIT C
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Page 35 of 38
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Blissville County Vickie N Zeller NIS BK-784 Pg-1358



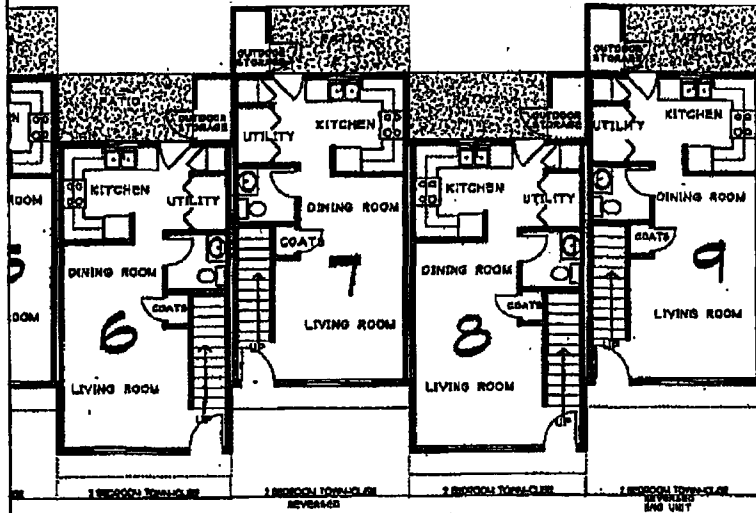
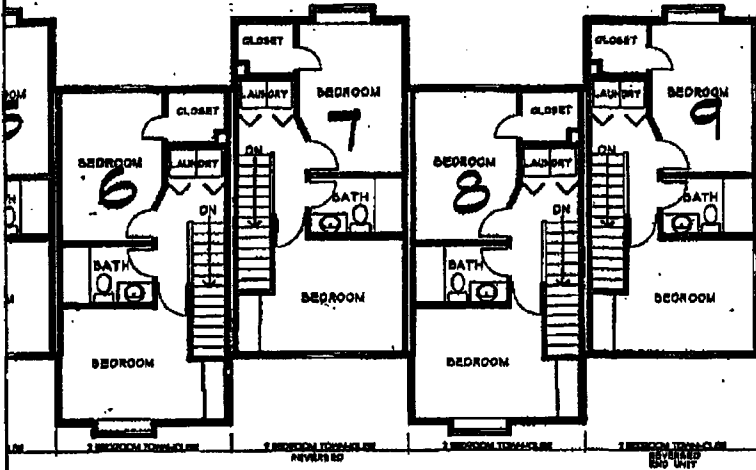
UPPER FLOOR



LOWER FLOOR PLAN

BUILDING 16

COTTONWOOD CONDOMINIUMS
2805 LOWRIDGE COURT



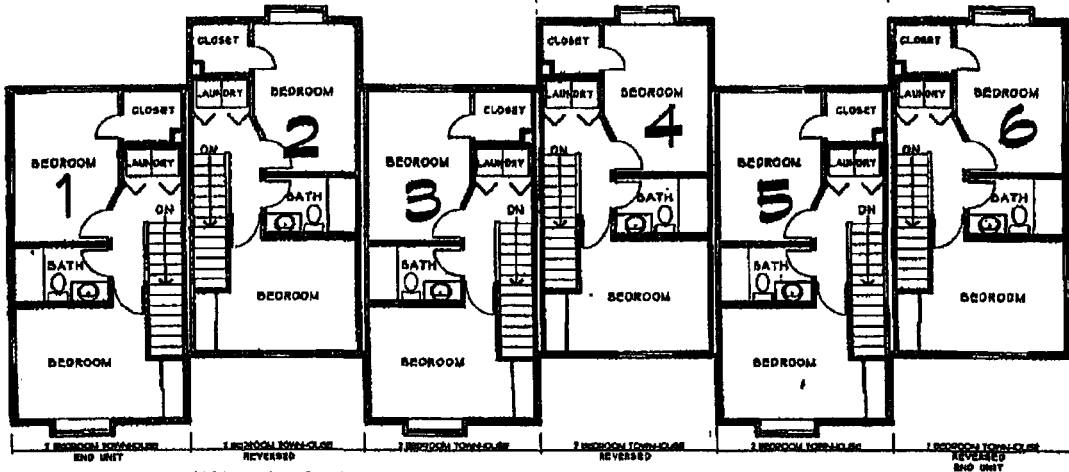
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Missoula County Vickie H Zeler HIS BK-784 Pg-1350

EXHIBIT ^C 19/20

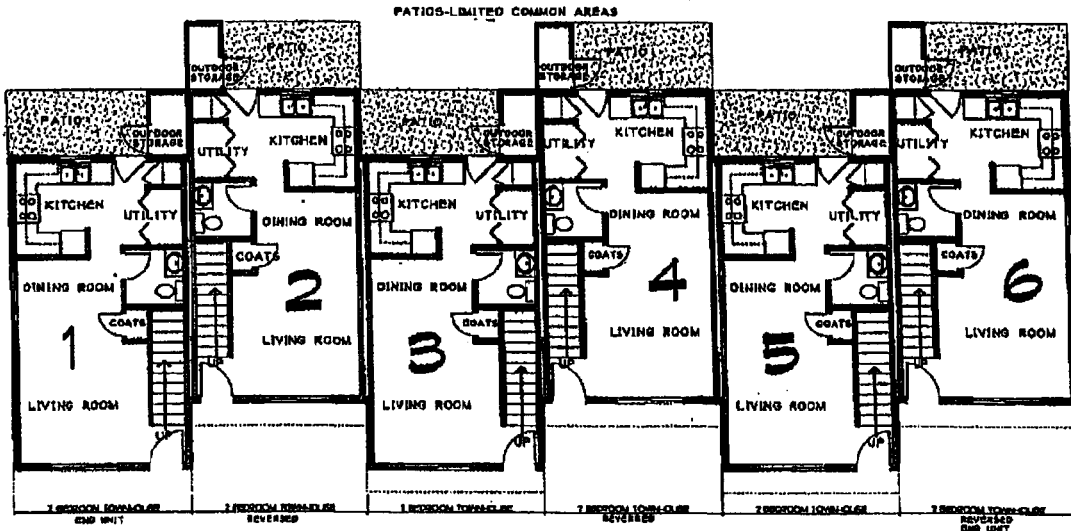


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Eric W. Hefty
ERIC W. HEFTY, AIA 06/20/01

200625101
 Page: 37 of 38
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 Missoula County Vickie N Zeier KIS Bk-784 Pg-1350



UPPER FLOOR



LOWER FLOOR PLAN

BUILDING 17
 COTTONWOOD CONDOMINIUMS
 2815 LOWRIDGE COURT

STATEMENT OF ARCHITECT.
 I CERTIFY THAT THESE PLANS ARE AN ACCURATE COPY OF THE PLNS FILED WITH AND APPROVED BY THE CITY AND COUNTY OFFICERS HAVING JURISDICTION TO ISSUE BUILDING PERMITS.
Eric W. Hepty
 ERIC W. HEPTY, AIA 10/10/01

EXHIBIT c
 2/20

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10/19/2006 01:07P
Missouri County Vickie M Zaiser MS
BK-784 Pg-1380

A-1 B-8 C-7	A-2 B-10 C-16	A-3 B-11 C-18	A-4 B-12 C-20	A-5 B-13 C-21	A-6 B-14 C-22	A-7 B-15 C-23	A-8 B-16 C-24
GARAGES-LIMITED COMMON AREAS							
254.4 SQ.FT	2371 SQ.FT.	2371 SQ.FT.	247.16 SQ.FT.	247.16 SQ.FT.	2371 SQ.FT.	2371 SQ.FT	254.4 SQ.FT

GARAGE UNITS A, B, & C

COTTONWOOD CONDOMINIUMS

STATEMENT OF ARCHITECT.

I CERTIFY THAT THESE PLANS ARE AN ACCURATE COPY OF THE PLNS FILED WITH AND APPROVED BY THE CITY AND COUNTY OFFICERS HAVING JURISDICTION TO ISSUE BUILDING PERMITS.

Eric W. Hefty
ERIC W. HEFTY, AIA 10/16/01

EXHIBIT D

Principal Construction Materials

Construction Features

Foundation: Poured concrete (insulated)
Floors: Plywood deck supported by concrete foundation (first floor)
Plywood deck (second floor)
Exterior Walls: 2 X 6 Wood frame with hardboard L.P. siding
Roof: Thick butt asphalt/fiberglass shingles over plywood deck
Doors: Six-panel decorator insulated metal doors with security view
Floor Covering: Upgraded carpet and vinyl
Interior Walls: Sheetrock, textured and painted
Ceilings: Partially vaulted; sheetrock, textured and painted
Windows: "Thermopane" gas-filled aluminum-clad window with screen
Window Covering: "Levelor" style blinds
Insulation: Fiberglass batten R-19 in exterior walls, R38 in ceilings
Sound Proofing: Sound insulation between units
Heating & Ventilation: Individually-controlled gas furnaces
Lighting: Incandescent and fluorescent
Bathrooms: Fiberglass shower and tub
Fireplace: Gas fireplace in each of the 3-bedroom units
Appliances: General Electric range with self-cleaning oven, hood/fan, dishwasher, disposal and Refrigerator. Plastic laminated counter tops.

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Missoula County Vickie N Zeler MS BK-676 Pg-188

EXHIBIT E

BUILDING #	UNIT #	ADDRESS-(UNIT DESIGNATION)	UNIT TYPE	AREA (Square Feet)	% OF TOTAL AREA
1	1	5540 Creekstone Drive #1	3 Bedroom	1143.94	1.2928
1	2	5540 Creekstone Drive #2	1 Bedroom	674.28	0.7620
1	3	5540 Creekstone Drive #3	1 Bedroom Reversed	674.28	0.7620
1	4	5540 Creekstone Drive #4	3 Bedroom Reversed	1143.94	1.2928
2	1	5530 Creekstone Drive #1	2 Bedroom End	859.75	0.9716
2	2	5530 Creekstone Drive #2	2 Bedroom Reversed	859.75	0.9716
2	3	5530 Creekstone Drive #3	2 Bedroom	859.75	0.9716
2	4	5530 Creekstone Drive #4	2 Bedroom Reversed	859.75	0.9716
2	5	5530 Creekstone Drive #5	2 Bedroom	859.75	0.9716
2	6	5530 Creekstone Drive #6	2 Bedroom Reversed-End	859.75	0.9716
3	1	5520 Creekstone Drive #1	2 Bedroom End	859.75	0.9716
3	2	5520 Creekstone Drive #2	2 Bedroom Reversed	859.75	0.9716
3	3	5520 Creekstone Drive #3	2 Bedroom	859.75	0.9716
3	4	5520 Creekstone Drive #4	2 Bedroom Reversed-End	859.75	0.9716
4	1	5510 Creekstone Drive #1	2 Bedroom End	859.75	0.9716
4	2	5510 Creekstone Drive #2	2 Bedroom Reversed	859.75	0.9716
4	3	5510 Creekstone Drive #3	2 Bedroom	859.75	0.9716
4	4	5510 Creekstone Drive #4	2 Bedroom Reversed	859.75	0.9716
4	5	5510 Creekstone Drive #5	2 Bedroom	859.75	0.9716
4	6	5510 Creekstone Drive #6	2 Bedroom Reversed	859.75	0.9716
4	7	5510 Creekstone Drive #7	2 Bedroom Reversed-end	859.75	0.9716
5	1	2710 Silvercrest Court #1	3 Bedroom	1143.94	1.2928
5	2	2710 Silvercrest Court #2	1 Bedroom	674.28	0.7620
5	3	2710 Silvercrest Court #3	1 Bedroom Reversed	674.28	0.7620
5	4	2710 Silvercrest Court #4	3 Bedroom Reversed	1143.94	1.2928
6	1	2711 Silvercrest Court #1	3 Bedroom	1143.94	1.2928
6	2	2711 Silvercrest Court #2	1 Bedroom	674.28	0.7620
6	3	2711 Silvercrest Court #3	1 Bedroom Reversed	674.28	0.7620
6	4	2711 Silvercrest Court #4	3 Bedroom Reversed	1143.94	1.2928
7	1	2720 Crystal Court #1	3 Bedroom	1143.94	1.2928
7	2	2720 Crystal Court #2	1 Bedroom	674.28	0.7620
7	3	2720 Crystal Court #3	1 Bedroom Reversed	674.28	0.7620
7	4	2720 Crystal Court #4	3 Bedroom Reversed	1143.94	1.2928
8	1	2721 Crystal Court #1	2 Bedroom-End	859.75	0.9716
8	2	2721 Crystal Court #2	2 Bedroom Reversed	859.75	0.9716
8	3	2721 Crystal Court #3	2 Bedroom	859.75	0.9716
8	4	2721 Crystal Court #4	2 Bedroom Reversed	859.75	0.9716
8	5	2721 Crystal Court #5	2 Bedroom	859.75	0.9716
8	6	2721 Crystal Court #6	2 Bedroom Reversed-End	859.75	0.9716
9	1	5505 Creekstone Drive #1	2 Bedroom-End	859.75	0.9716
9	2	5505 Creekstone Drive #2	2 Bedroom Reversed	859.75	0.9716
9	3	5505 Creekstone Drive #3	2 Bedroom	859.75	0.9716
9	4	5505 Creekstone Drive #4	2 Bedroom Reversed	859.75	0.9716
9	5	5505 Creekstone Drive #5	2 Bedroom	859.75	0.9716
9	6	5505 Creekstone Drive #6	2 Bedroom Reversed-End	859.75	0.9716
10	1	5508 Brookwood Drive #1	2 Bedroom-End	859.75	0.9716
10	2	5508 Brookwood Drive #2	2 Bedroom Reversed	859.75	0.9716
10	3	5508 Brookwood Drive #3	2 Bedroom	859.75	0.9716
10	4	5508 Brookwood Drive #4	2 Bedroom Reversed-End	859.75	0.9716

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Missoula County Vickie H Zeiler RLS
BK-070 Pg-100

EXHIBIT $\frac{F}{1/2}$

BUILDING #	UNIT #	ADDRESS (UNIT DESIGNATION)	UNIT TYPE	AREA (Square Feet)	% OF TOTAL AREA
11	1	5503 Brookwood Drive #1	2 Bedroom-End	859.75	0.9716
11	2	5503 Brookwood Drive #2	2 Bedroom Reversed	859.75	0.9716
11	3	5503 Brookwood Drive #3	2 Bedroom	859.75	0.9716
11	4	5503 Brookwood Drive #4	2 Bedroom Reversed-End	859.75	0.9716
12	1	2800 Highcliff Court #1	2 Bedroom-End	859.75	0.9716
12	2	2800 Highcliff Court #2	2 Bedroom	859.75	0.9716
12	3	2800 Highcliff Court #3	2 Bedroom Reversed	859.75	0.9716
12	4	2800 Highcliff Court #4	2 Bedroom	859.75	0.9716
12	5	2800 Highcliff Court #5	2 Bedroom Reversed	859.75	0.9716
12	6	2800 Highcliff Court #6	2 Bedroom	859.75	0.9716
12	7	2800 Highcliff Court #7	2 Bedroom Reversed-End	859.75	0.9716
13	1	2801 Highcliff Court #1	2 Bedroom-End	859.75	0.9716
13	2	2801 Highcliff Court #2	2 Bedroom Reversed	859.75	0.9716
13	3	2801 Highcliff Court #3	2 Bedroom	859.75	0.9716
13	4	2801 Highcliff Court #4	2 Bedroom Reversed	859.75	0.9716
13	5	2801 Highcliff Court #5	2 Bedroom	859.75	0.9716
13	6	2801 Highcliff Court #6	2 Bedroom Reversed	859.75	0.9716
13	7	2801 Highcliff Court #7	2 Bedroom	859.75	0.9716
13	8	2801 Highcliff Court #8	2 Bedroom Reversed	859.75	0.9716
13	9	2801 Highcliff Court #9	2 Bedroom Reversed-End	859.75	0.9716
14	1	2802 Rockridge Court #1	2 Bedroom-End	859.75	0.9716
14	2	2802 Rockridge Court #2	2 Bedroom	859.75	0.9716
14	3	2802 Rockridge Court #3	2 Bedroom Reversed	859.75	0.9716
14	4	2802 Rockridge Court #4	2 Bedroom	859.75	0.9716
14	5	2802 Rockridge Court #5	2 Bedroom Reversed	859.75	0.9716
14	6	2802 Rockridge Court #6	2 Bedroom	859.75	0.9716
14	7	2802 Rockridge Court #7	2 Bedroom Reversed	859.75	0.9716
14	8	2802 Rockridge Court #8	2 Bedroom	859.75	0.9716
14	9	2802 Rockridge Court #9	2 Bedroom Reversed-End	859.75	0.9716
15	1	2803 Rockridge Court #1	2 Bedroom-End	859.75	0.9716
15	2	2803 Rockridge Court #2	2 Bedroom Reversed	859.75	0.9716
15	3	2803 Rockridge Court #3	2 Bedroom	859.75	0.9716
15	4	2803 Rockridge Court #4	2 Bedroom Reversed	859.75	0.9716
15	5	2803 Rockridge Court #5	2 Bedroom	859.75	0.9716
15	6	2803 Rockridge Court #6	2 Bedroom Reversed	859.75	0.9716
15	7	2803 Rockridge Court #7	2 Bedroom	859.75	0.9716
15	8	2803 Rockridge Court #8	2 Bedroom Reversed	859.75	0.9716
15	9	2803 Rockridge Court #9	2 Bedroom Reversed-End	859.75	0.9716
16	1	2805 Lowridge Court #1	2 Bedroom-End	859.75	0.9716
16	2	2805 Lowridge Court #2	2 Bedroom	859.75	0.9716
16	3	2805 Lowridge Court #3	2 Bedroom Reversed	859.75	0.9716
16	4	2805 Lowridge Court #4	2 Bedroom	859.75	0.9716
16	5	2805 Lowridge Court #5	2 Bedroom Reversed	859.75	0.9716
16	6	2805 Lowridge Court #6	2 Bedroom	859.75	0.9716
16	7	2805 Lowridge Court #7	2 Bedroom Reversed	859.75	0.9716
16	8	2805 Lowridge Court #8	2 Bedroom	859.75	0.9716
16	9	2805 Lowridge Court #9	2 Bedroom Reversed-End	859.75	0.9716
17	1	2815 Lowridge Court #1	2 Bedroom-End	859.75	0.9716
17	2	2815 Lowridge Court #2	2 Bedroom Reversed	859.75	0.9716
17	3	2815 Lowridge Court #3	2 Bedroom	859.75	0.9716
17	4	2815 Lowridge Court #4	2 Bedroom Reversed	859.75	0.9716
17	5	2815 Lowridge Court #5	2 Bedroom	859.75	0.9716
17	6	2815 Lowridge Court #6	2 Bedroom Reversed-End	859.75	0.9716

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 Blaine County Victor H. Zeller, III
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EXHIBIT F
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