



DECLARATION AND BYLAWS
FOR
FIRELIGHT MEADOWS CONDOMINIUMS

February 27, 2002

DECLARANT

FIRELIGHT MEADOWS, LLC
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TABLE OF CONTENTS

DECLARATION FOR
FIRELIGHT MEADOWS CONDOMINIUMS

I. DEFINITIONS 1

1. Aggregate Voting 1

2. Allocated Interest 1

3. Association of Unit Owners 1

4. Board or Board of Directors 1

5. Building 2

6. Bylaws 2

7. Central Improvement Facilities 2

8. Common Elements 2

 a. General Common Elements 2

 b. Limited Common Elements 3

9. Common Expenses 4

10. Condominium 4

11. Declaration 4

12. Declarant 4

13. Limited Expenses 4

14. Manager 5

15. Mortgagee 5

16. Project 5

17. Property 5

18. Record Officer 5

19. Recreational Vehicle and Trailer Storage Area 6

20. Unit 6

21. Unit Designation 6

22. Unit Owner or Owners 6

II. REAL PROPERTY 6

1. Description 6

2. Condominium Unit as a Separate and Individual
 Fee Simple Interest in Real Estate 7

3. Encroachments 7

4. General Description of Buildings and Units 8

5. Unit Boundaries 9

6. Construction Materials 9

III. USE OF COMMON ELEMENTS - INTERIOR AND
EXTERIOR MAINTENANCE, REPAIR & REMODELING 9

1. Use of Common Element 9

2. Interior and Exterior Maintenance and Repair 10

3. Recreational Vehicle and Trailer Storage Area 10

IV. OWNERSHIP AND VOTING - EXHIBITS - USE - ARCHITECT'S
CERTIFICATE- CONSTRUCTION OF BUILDINGS AND UNITS 10

1. Allocated Interest 10

2. Site Plans, Floor plans, Elevations and Exhibits 12

3. Use 13

4. Service of Process 16

5. Exclusive Ownership 16



6.	Declarants' Special Rights	16
V.	THE ASSOCIATION	19
1.	Membership	19
2.	Function	19
3.	Vote	20
4.	Failure to Comply	20
5.	Payment of Assessments - When Due	20
6.	Unpaid Assessments	21
7.	Unpaid Assessments - Mortgagee	21
8.	Levying Assessments - When Made - Purposes	22
VI.	AMENDMENT	25
VII.	CHANGES, REPAIRS AND LIENS	26
1.	Alterations by Unit Owners	26
2.	Interior Maintenance by Unit Owner	27
3.	Exterior Alterations	27
4.	Liens for Alterations	27
5.	Claim for Assessments and Expenses - Priority of Lien - Contents - Recording - Foreclosure of Lien - Collection of Assessments	28
6.	Foreclosure on Unit - Payment of Rent - Purchase of Unit by Manager or Board of Directors	29
7.	Purchaser at Foreclosure Sale not Totally Liable for Prior Common Expenses	29
8.	Joint Liability of Grantor and Grantee for Unpaid Common Expenses	29
9.	Insurance	30
10.	Reconstruction	31
VIII.	Management Services, Maintenance and Central Improvement Facilities	33
	A. Management and Maintenance Services	33
	B. Central Improvement Facilities	33
IX.	INTERPRETATION	34
X.	REMEDIES	34
XI.	SEVERABILITY	34
XII.	MISCELLANEOUS	34
1.	Utility and Structural Easements	34
2.	Structural Easement	35
3.	Right of Access	35
4.	Expenditures	35
5.	Benefit	35
6.	Warranties	36
7.	First Mortgagees' Right	36
8.	Unit Ownership Act	36
9.	Fees and Costs in Action to Enforce	36

CERTIFICATE 38

EXHIBITS:

- "A"
- "A-1"
- "A-2"
- "A-3"
- "B-1"
- "B-2"
- "B-3"
- "C-1"
- "C-2"
- "C-3"

DECLARATION FOR
FIRELIGHT MEADOWS CONDOMINIUMS

BY THIS DECLARATION, made this 7th day of March, 2002, by FIRELIGHT MEADOWS, LLC, (Declarant) of P.O. Box 160278, Big Sky, Montana 59716, the real property hereinafter described is submitted to the provisions of the Montana Code Annotated, Title 70 Chapter 23, which Chapter is also known as the "Unit Ownership Act - Condominiums".

The property subject to this Declaration shall be known as "Firelight Meadows Condominiums," hereinafter referred to as "Condominium". The Condominiums are located on the real property described on the site plan attached, Gallatin County, Montana.

I.

DEFINITIONS

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

1. Aggregate Voting:

The term "aggregate voting" shall mean the entire number of votes present or available to vote in person or by proxy in a particular circumstance.

2. Allocated Interest:

The term "allocated interest" means the undivided percentage interest allocated to each unit in the common elements according to this Declaration and any amendments thereto.

3. Association of Unit Owners:

The terms "Association", "Association of Unit Owners" or "Association of Unit Owners of Firelight Meadows Condominiums" shall mean all of the Unit Owners acting as a group and in accordance with duly adopted Bylaws and this Declaration.

4. Board Or Board of Directors:

The terms "Board" or "Board of Directors" shall mean the Board of Directors of the Association as more particularly defined in the Bylaws.



5. Building:

The term "building" means the multiple unit building or buildings comprising a part of the property containing the units shown and located on the site plan and floor plans attached hereto and by this reference made a part hereof.

6. Bylaws:

The term "Bylaws" means the Bylaws promulgated by the Association under this Declaration and the Unit Ownership Act. The initial Bylaws are attached hereto.

7. Central Improvement Facilities:

Central Improvement Facilities means the sewer system, water system and Cable TV including transporting lines and equipment installed, owned and maintained by the entity providing service to the Unit Owners or Association by use of such facilities and charging a fee to the Unit Owners or Association for such service. An encroachment easement over the common elements is reserved and granted unto the entity providing service, its contractors, agents, employees, successors and assigns.

8. Common Elements:

The general common elements and the limited common elements means:

a. General Common Elements:

"General common elements" means all those elements which are for the use of all the residential Unit Owners and such general common elements as are specifically designated for the use of the commercial units by the Declaration and their guests and invitees. The general common elements generally include, but are not limited to the following:

- 1) the land on which the buildings are located, except any portion thereof included in a unit or made a limited common element by the Declaration or by amendment thereto;
- 2) the foundations, columns, girders, beams, supports, corridors, lobbies, stairs, fire escapes, entrances and exits, exterior siding, framing, main walls, insulation, roofs, roof penetrations or any other building penetrations unless designated limited common areas by the Declaration or amendment thereto;
- 3) the parks, landscaping, recreational vehicle and trailer storage area, open areas, yards, gardens, general

common areas, fencing, parking areas, driveways and outside storage spaces, private pathways, sidewalks, landscaping, and private driveways and roads unless designated limited common areas by the Declaration or amendment thereto or allocated for the use of less than all of the units;

- 4) other common facilities in which all of the Unit Owners own an allocated interest in.
- 5) structures and improvements for amenities, maintenance, storage and other uses which are used for all of the owners; and
- 6) all other elements of the buildings and property necessary or convenient to the existence, maintenance, and safety of the condominium or normally in general common use.
- 7) all general common elements shown on the site plan and floor plan and utility easements.
- 8) areas or improvements designated as general common elements by Declarant pursuant to its special rights.

b. Limited Common Elements:

Limited common elements shall mean those common elements expressly or impliedly designated in this Declaration, site plan, floor plans or designated as such by the Association or by the Declarant pursuant to its special rights set forth herein which are reserved for the use of a certain unit or a number of units to the exclusion of the other units. Specifically, as to any given Unit Owner or Owners, limited common elements shall, include but shall not be limited to, the following common elements which are located upon the real property herein described:

Equipment, improvements or facilities used by or serving less than all of the units, including but not limited to crawl spaces, mechanical areas, patios, entry ways, decks, hallways, parking spaces or areas designated by this Declaration, Amendments thereto or the Association for the use of less than all the Unit Owners, walkways, stairways, fixtures, or other portions of the property or buildings servicing only a particular unit, only the units in a building or less than all of the units are limited common elements. The Daycare site limited common area is reserved for the exclusive use of Unit CB. The Administration Building and Garage limited common area is reserved for the exclusive use of Unit AB. The percentage interest of the units in the limited common elements shall be computed by determining the number of units that have use of the limited common elements and taking the value of each such unit and dividing it by the total value of the unit(s) making use of the particular limited

common element. Except for Unit CB and Unit AB which have no percent interest in the general common elements; such values shall be the same as the values used to initially compute the percentage of interest of the residential Unit Owners in the general common elements and shall be the stated percentages of interest of the units in the general limited common elements as set forth in this Declaration, regardless of any fluctuations in actual market value.

9. Common Expenses:

The term "common expenses" means expenses of administration, maintenance, repair or replacement of general or limited common elements; established as common expenses by the Board of Directors of the Association, and expenses declared common by the Unit Ownership Act or this Declaration, Amendment thereto or the By-Laws.

10. Condominium:

Means the ownership of single units with common elements located on the property submitted to the provisions of the Unit Ownership Act - Condominiums.

11. Declaration:

The term "Declaration" means this document and all parts attached hereto and incorporated by reference and all amendments thereto and it is the instrument by which the property is submitted to the provisions of the Unit Ownership Act - Condominiums. The acquisition of an Ownership interest or lien holder's interest in a unit signifies that the Owner and lienholder agrees to, accepts, ratifies and agrees to comply with the terms, restrictions, provisions, covenants and conditions of this Declaration and any amendments thereto.

12. Declarant:

The term "Declarant" means the initial owner of the property and the person or entity that subjected the property to the Unit Ownership Act.

13. Limited Expenses:

The term "limited expenses" means the expenses attributable to the maintenance, repair and replacement of limited common elements and which are expenses only for Owners of units within the building for which such expenses are incurred. However, except as herein otherwise set forth, the Association, through its Board of Directors, shall assume the normal maintenance, repair and replacement of limited common

elements outside of a unit such as Villa driveways and apartment parking areas, landscaping, yard and walkways and assess all of the Unit Owners for the costs in accordance with their allocated interest in the general common elements. Damage caused by a Unit Owner will be repaired and assessed to the individual Unit Owner.

14. Manager:

The term "Manager" means the Manager, the Board of Directors, management company or any other person or group of persons retained or appointed by the Board of the Association of Unit Owners for the purpose of the administration of or managing the property.

15. Mortgagee:

The term "mortgagee" shall include mortgagees of any designated priority or any beneficiary under a mortgage, deed of trust or Montana Trust Indenture or a Seller under a Contract for Deed.

16. Project:

The term "project" means a real estate Condominium project, a plan whereby a Condominium of two or more units located on property submitted to the provisions of the Unit Ownership Act offered or proposed to be offered for sale by separate unit.

17. Property:

The term "property" means all of the land, buildings, common elements, improvements, facilities and structures thereon and all easements, rights and appurtenances belonging thereto, which are submitted to the Unit Ownership Act - Condominiums.

18. Recording Officer:

The term "recording officer" means the county officer charged with the duty of filing and recording the deeds, mortgages and all other instruments and documents affecting the title to real property.

19. Recreational Vehicle and Trailer Area:

The term "recreational vehicle and trailer storage area" means the area shown on the site plan which shall be a general common element to be used by the unit owners for storage of recreational vehicles and trailers and maintained by the Association. The use shall be subject to such rules and regulations adopted by the Board of Directors of the Association which shall include storage charges or fees.

20. Unit:

The term "unit" shall be the separate condominium units of Firelight Meadows Condominiums and is a part of the property including one or more rooms occupying one or more floors, intended for any type of independent use, and with a direct exit to a hallway, pathway, sidewalk, street or roadway, or to a common area or areas leading to a pathway, street or roadway.

21. Unit Designation:

The term "unit designation" means the number, letter, or combination thereof designating a unit in the Declaration.

22. Unit Owner Or Owners:

The terms "Unit Owner" or "owners" means the person, persons, or entity owning an ownership interest of record in a unit or units or an ownership interest represented by a buyer's interest in a contract for deed as shown by an abstract or notice of purchaser's interest recorded with the Clerk and Recorder of Gallatin County, Montana, individually or as a co-owner in any real estate tenancy relationship that is recognized under the laws of the State of Montana in one or more units of the Condominium. A mortgagee shall not be considered a Unit Owner. The Declarant shall be considered a Unit Owner until all the units provided for in this Declaration or amendment(s) thereto are transferred to third parties.

II.

REAL PROPERTY

1. Description.

The real property, submitted to the Unit Ownership Act and included in the condominium, is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

SUBJECT TO and together with existing easements, covenants, terms, conditions, obligations, disclosures, reservations, restrictions, conditions shown and delineated in the Declaration, Bylaws, documents, plats and site plan filed or recorded with the Clerk and Recorder of Gallatin County, Montana, applicable to said real property and subject to zoning ordinances and land use restrictions. Also subject to taxes, assessments including assessments levied by the County of Gallatin and rural and special improvement districts and assessments, if any.

The acquisition of an ownership interest or lien holders interest in a unit signifies that the Owner and lien holder waives the right to protest the creation of Rural Improvement Districts and Local Improvement Districts but no the assessment formula which may be proposed and this waiver shall be binding upon the heirs, assigns and purchasers of all units within this Minor Subdivision.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and easements for ingress and egress.

The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, including the buildings, common elements, improvements, easements, appurtenances and units, and shall be binding upon each Unit Owner, their heirs, successors, personal representatives and assigns, as long as this Condominium Declaration and Bylaws are in effect.

2. Condominium unit as a separate and individual fee simple interest in real estate.

Each unit, together with the appurtenant undivided interest in the limited and general common elements of the Condominium, shall together comprise a Condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a Condominium unit as a fee simple interest in a parcel of real property.

3. Encroachments.

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

In the event any unit common area or other structure is partially or totally destroyed and then rebuilt, the Owners of the unit or units agree that minor encroachment of parts of the building, units and general or limited common areas necessary or reasonable for the reconstruction shall be permitted and that an easement for said encroachment and the maintenance thereof shall exist.

During the construction of the buildings, units, common elements and other improvements, an encroachment easement over the common elements is reserved and granted unto the Declarant, its contractor, agents, employees, successors and assigns for movement and temporary storage of equipment, machinery, construction materials and parking for workers.

4. General Description of Buildings and Units

The buildings and units will consist of the following:

A. Residential Buildings and Units:

VILLAS: 136 residential units; contained in two story duplexes or fourplexes with attached garages and loft options, as shown on the site plan and floor plans or any amended site plans and floor plans. The attached garages shall be included as part of a unit.

APARTMENTS: 80 residential units contained in 4 two story buildings of 20 units each and handicap option as shown on the site plan and floor plans and on any amended site plans and floor plans, for a total of 80 residential units.

B. COMMERCIAL BUILDINGS AND UNITS:

UNIT AB

ADMINISTRATIVE BUILDING :

Commercial building consisting of two stories with garage and storage areas which may include but not be limited to Manager's apartment, laundromat, offices, mechanical and administrative areas and equipment storage to be located within the limited common area as shown on the site plan. Temporary mobile homes and/or temporary compound or structures may be located on the Administrative Building limited common area for construction, housing, office, management and storage of supplies and equipment during the construction phase of the project.

UNIT CE
COMMERCIAL DAY CARE FACILITY OR ANY OTHER COMMERCIAL
FACILITY ALLOWED BY COVENANTS, LAND USE REGULATIONS, AND
THE DECLARATION:

Commercial building to be located within the Day Care site shown on the site plan. The Owner thereof shall pay all limited common expenses relating thereto.

5. Unit Boundaries

Residential Units: The boundaries of each residential unit is the center of the framing for the party walls, the top of the sub-floor, the bottom of the floor joists between the units, or the trusses in the Villas, and the exterior face of the framing of the unit exterior walls and the upper face of the foundation of the attached garages. The exterior wall coverings and roofs are excluded and are general common elements. The exterior surface of the unit front door and exterior surface of the Villa unit garage doors are general common elements and not part of unit. However, the windows and patio doors are part of a unit.

Commercial Units: The boundaries of the commercial units are the exterior lines of the outside walls, doors, windows, roofs, and foundations of each building.

6. Construction Materials.

The principal material of construction of the units is concrete for the foundations; wood framing, wood for structural and finish work; sheetrock, for the interior walls and ceilings; carpet, wood or vinyl for the floors; synthetic material (vinyl, aluminum or other composition material) siding for exterior wall surfaces; and non combustible material finish roofing material.

III.

USE OF COMMON ELEMENTS -
INTERIOR AND EXTERIOR MAINTENANCE, REPAIR & REMODELING

1. Use of Common Elements.

Each Unit Owner may use the common elements in accordance with the purposes for which they are intended but may not hinder or encroach upon the lawful rights of the other Unit Owners.

The Unit Owner shall have the right to hook up to and use utility lines and facilities, cable lines and other services installed in the utility easements and in the common areas for the Unit Owners' use, subject to abiding by the regulations and terms

of the service provider for the hookup and use of such services, and the payment of costs and fees of the service provider.

Public or private utility providers; sewer and water service providers; communication, telephone, cable television and video providers who provide services to the condominium shall have access to the utility easements as shall be reasonable and necessary for providing their services to the units and for installation, repair, replacement and maintenance of the lines and equipment for their respective services.

2. Interior and Exterior Maintenance and Repair.

Each Unit Owner shall have the exclusive right to paint, repaint, tile, wax, paper, panel, carpet, brick or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, and doors within the unit, provided such Owner pays the cost thereof and does not affect the structural integrity, safety or change the appearance, materials, or style of the exterior of the unit, building, or common areas in which the unit is located, without the written approval of the Association. However, window coverings must either be natural wood or off white exterior coloring for uniformity of project.

Window coverings

The Association shall maintain, paint, repair and replace the exterior of the residential units, buildings and exterior common elements as necessary and shall assess the Unit Owners according to the terms of this Declaration.

3. Recreational Vehicle and Trailer Storage Area:

The Recreational Vehicle and Trailer Storage Area shall be maintained as a general common area by the Association. The Association may install improvements thereon, such as security fences, storage structures and the like and may assess the Unit Owner for the cost thereof and for maintenance in accordance with the terms of this Declaration and ByLaws.

IV.

OWNERSHIP AND VOTING - EXHIBITS -
USE - ARCHITECT'S CERTIFICATE -
CONSTRUCTION OF BUILDINGS AND UNITS

1. Allocated Interest.

Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his or her unit and the allocated interest or percentage of undivided interest of each Unit Owner in the common elements of the Condominium. Such interest represents his or her undivided ownership interest in the common elements and each Unit

Owner's responsibility and liability for common expenses and votes in the Association.

Each Unit Owner shall own an undivided interest in the common elements in the percentage expressed herein, based upon the approximate relation that the value of the unit, established by the Declarant on the date of this Declaration regardless of any fluctuation of value, bears to the then combined value of all units having an interest in the particular common elements.

The percentage of interest of each unit in the **general** common elements is set forth below.

RESIDENTIAL UNITS

APARTMENTS:

<u>BLDG NO.</u>	<u>UNIT NUMBER(S)</u>	<u>ALLOCATED INTEREST OR PERCENT IN INTEREST IN GENERAL COMMON ELEMENTS</u>
A	A-1 through A-20	.4630% each
B	B-1 through B-20	.4630% each
C	C-1 through C-20	.4630% each
D	D-1 through D-20	.4630% each

VILLAS:

<u>UNIT NUMBER(S)</u>	<u>ALLOCATED INTEREST OR PERCENT IN INTEREST IN GENERAL COMMON ELEMENTS</u>
V-1 THROUGH V-136	.4630% each

TOTAL OF RESIDENTIAL UNITS - 216 100%

COMMERCIAL BUILDINGS:

ADMINISTRATIVE BUILDING
UNIT AB

ALLOCATED INTEREST OR PERCENT IN INTEREST IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

No allocated interest in general common elements.
100% allocated interest in Administrative Building limited common area.

DAY CARE OR OTHER
COMMERCIAL BUILDING
UNIT CB

No allocated interest in general common elements.
100% allocated interest in Daycare site limited common area.

TOTAL COMMERCIAL UNITS - 2 100%



2. Site Plans, Floor Plans, Elevations And Exhibits.

For identification and descriptive purposes, the following Exhibits are attached hereto and by this reference incorporated into and made a part of this Declaration showing the site plan, floor plans of the building and each of the units:

Exhibits "A-1" through "A-5"

Site Plans: Exhibits A-1 through A-5

Showing the real property and the site plan of the Condominium buildings on the real property and the location of the buildings containing the Condominium units on the property, the location, and designation of each unit and building, the approximate square feet of the building footprint of each unit and building, and the location of the parking, streets, driveways, paths, open areas, and other exterior general common and limited common areas and elements.

Exhibits "B-1", "B-2" and "B-3"

Floor Plans

"B-1" APARTMENTS:

B1.1, B1.2, B1.3, B1.4, B1.5, B1.6, B1.7 and B1.8

HANDICAP OPTION:

B1.9

"B-2" VILLA DUPLEXES:

B2.1, B2.2, B2.3, B2.4, B2.5, B2.6, B2.7 and B2.8

"B-3" VILLA FOURPLEXES:

B3.1, B3.2, B3.3, B3.4, B3.5, B3.6 and B3.7

Showing the layout of the buildings and units and unit designation for each of the units as shown on the site plan, the location of the units in the buildings, and the approximate square foot area of each building and unit, and the dimensions and elevations of each building and unit and interior common areas to which each unit has access and the elevations of each building. Also attached is an optional floor plan which shall be available for unit purchasers for handicap accessibility.

Exhibit "C-1"

A verified statement by a registered architect, who has reviewed the floor plans, certifying that the plans are

an accurate copy of the plans filed with and approved by the city and county officers having jurisdiction to issue building permits, if any; that the floor plans fully and accurately depict the layout of units and floors of the buildings, unit designation, square feet, dimensions, elevation and floor plans of each of the units as built, and the date construction of each of the buildings and units were completed. The sample form of the verified statement is attached hereto as Exhibit C-1. When the buildings and units are completed, verified statements will be attached as amendments to the Declaration.

Exhibit "C-2"

A verified statement by a registered engineer or registered professional land surveyor, who has reviewed the site plan and verified that the site plans fully and accurately depict the location of the building and units shown on the site plans of the building(s) units as built. The sample form of the verified statement is attached hereto as Exhibit C-2.

Future Exhibits

If all of the units are not completed on the date this Declaration is recorded, within thirty days from the date of completion of a building, an amendment to the Declaration shall be recorded, executed by Declarant, to which shall be attached the verified statement of a registered architect, registered professional engineer, or registered professional land surveyor, certifying that the floor plans and site plan previously filed or being filed simultaneously with the amendment fully and accurately depict the layout, location, unit designation, approximate square feet, and dimensions of the units and floors of each building as shown on the site plan and floor plans as built and the date construction of the building was completed. A sample of the Amendment and the verified statement is attached hereto as Exhibit "C-3".

3. Use.

The units and common elements shall be occupied and used as follows:

- (a) The units designated residential shall be used for residential purposes only except the Declarant or its contractors and agents may maintain and use one or more of the residential units it owns or leases for models and/or sales offices, administrative offices, maintenance offices, storage or construction offices on a temporary

basis until all the units are constructed and sold to third parties. The units designated commercial shall be used for commercial purposes only provided a caretaker administrator, manager or janitor's living quarters in a commercial unit shall not be deemed residential use. The Owner of a unit may lease the unit to third parties for the allowed purposes, or rent for overnight, weekly, monthly, or yearly accommodations.

Any rental or lease is subject to the conditions, provisions Covenants and restrictions contained in this Declaration, and is further subject to the Bylaws, rules and regulations adopted or promulgated by the Association.

- (b) Except as provided elsewhere in this Declaration and as shown on the Site Plans and Floor Plans, and except for Declarant's Special Rights, there shall be no obstruction of the common elements nor shall anything be constructed or stored in or on the common elements without the prior written approval of the Board of Directors of the Association. This restriction shall not apply to installation and maintenance of the central improvements facilities and landscaping or irrigation systems and shall not apply to the construction, repair, maintenance, reconstruction, replacement or additions to the common elements and buildings and units as permitted by this Declaration. Each Unit Owner shall be obligated to maintain and keep in safe condition, good order and repair such owners unit including limited common areas designated for the exclusive use of such unit. If the Unit Owner fails to maintain and keep in safe condition, good order and repair his, her, or its unit, upon 30 days written notice by the Association to the Unit Owner of such failure the Association may make the repairs or maintenance and charge and assess the owner for the costs thereof. The Association shall maintain a key to each unit for emergency purposes. If locks are changed by a Unit Owner, a key to the unit shall be provided to the Association.
- (c) Nothing shall be done or kept in any unit or common elements which will substantially increase the rate of insurance on the building, or contents thereof, without the prior written approval of the Association. No Owner shall permit anything to be done or kept in his or her unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be permitted in the common elements.

- (d) No signs, awning, canopy, antenna shall be affixed to or placed upon the windows, exterior walls or roof of any building, or on any general common area or limited common area or any part thereof, without the prior written approval of a majority of the Board of Directors of the Association.
- (e) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of abnormal annoyance to the Owners of the units or which interferes with the peaceful possession and proper use of the property by its Owners or lessees. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- (f) Nothing shall be done in any unit or in, on, or to the common elements which will impair the structural integrity of the building or which would structurally change the building, except as is otherwise provided herein.
- (g) Fencing or screening shall not be allowed unless approved and installed by the Association or is installed by the Developer during the initial construction.
- (h) Dogs and cats only will be allowed to be kept by the Unit Owners in the units or buildings, subject to rules and regulations outlined in Exhibit "D" which the Unit Owner will be required to sign prior to pet approval by the Board of Directors. Fines and other remedies, including ordering the removal of a dog or cat for violation of the rules and regulations, will be imposed by the Board of Directors. Unpaid fines as well as the Association's costs and attorney's fees for collection and enforcement of any fine or pet removal order shall be a lien upon a unit. Enforcement of the lien may be accomplished in the same manner as any other assessment lien.
- (i) No storage outside of a unit or building shall be allowed except in buildings constructed by the Declarant or the Association for storage of Association or Unit Owner property.
- (j) No abandoned vehicles, junk vehicles or junk are allowed.
- (k) Except as herein provided, no semi tractors, semi trailers, recreational vehicles, motor homes, trailers or trucks with a load capacity exceeding one ton shall be allowed to be parked or remain on the common areas or on the streets, except contractors or material men may

*Whole
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temporarily park trucks, trailers and equipment on the common areas during construction of the buildings and improvements.

- (l) Recreational vehicles, boats, snowmobiles, motor homes, and recreational trailers may be parked in the designated Recreational Vehicle and Trailer Storage Area subject to payment to the Association of a required reasonable periodic charge for storage and subject to availability and the rules and regulations adopted by the Board of Directors of the Association. No person shall reside or live in the vehicles or trailers stored in the Recreational Storage area. All vehicles, trailers and other items parked or stored in the Recreational Storage Area must be in good repair and operational.
- (m) No storage shall be allowed in the crawl spaces or mechanical areas of the units.

4. Service of Process.

The name and address of the person designated to receive service of process for the Condominium until another designation is filed of record shall be Beverly Hudson, 234 E. Babcock, Suite S, Bozeman, Montana 59715.

5. Exclusive Ownership.

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

6. Declarant's Special Rights - Delayed Construction of Buildings and Units - Changes in Design Common Areas - Adjustment of Assessments.

Each Unit Owner unconditionally agrees, by accepting a deed to a unit, to the following:

- (a) The Declarant may construct the condominium units and the improvements in Phase development that is, the Declarant shall not be required to construct all of the buildings and units shown on the site plan and floor plans during a specified period of time. Declarant reserves the right to make design changes to the exterior and interior floor plans, materials and dimensions of the unbuilt buildings, units and common elements to accommodate the new

buildings and units and amenities attributable thereto and the resulting changes to the site plan and floor plans. Declarant shall file amendments to this Declaration to reflect any of said changes in the site plans for the unbuilt units. The Declarant reserves the right to construct and place amenities in the common areas for the common use of the Unit Owners such as, Central Improvement Facilities, trails, pathways, storage, swimming pools, tennis courts, playground equipment and other common improvements. When constructed, except for the Central Improvement Facilities such amenities shall become common elements and shall be maintained and repaired by the Association.

- (b) Declarant reserves the right to construct and maintain an Administrative Building and garage at the site shown on the site plan.
- (c) Declarant also reserves the right to construct, maintain and sell a Day Care Center unit and associated limited common area, or such other commercial building as may be allowed by regulating authorities, at the Day Care Center site shown on the site plan.
- (d) Declarant's rights include the right to hook up to the sewer and water system and other utility and service systems and facilities.
- (e) When such a commercial building is completed it shall be designated a commercial unit. An area of land around the commercial and/or maintenance building site is designated on the site plan as a limited common element for the exclusive use of the owner of the commercial building and such commercial building is exempt from general common element assessments for general common elements used only by the residential units such as roads, maintenance, trails, insurance, repair and maintenance of the exterior of the residential buildings and the like. The owners of such commercial buildings shall maintain and provide their own separate fire, casualty and liability insurance, repairs and maintenance upon their building, unit, and appurtenant limited common areas and the Association shall have no responsibility therefore. However, the owner(s) of the commercial units shall pay for their respective share of the charges for sewer and water and other common elements which are used by the commercial unit, if any. The owner of a commercial unit, once created by the amendment to this Declaration, shall be a member of the Association and shall have one vote per unit in Association matters except on assessments for

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common area expenses which are not assessed to a commercial unit.

- (f) In connection with the design and construction of the buildings and units, Declarant reserves the right to amend the Declaration, site plans and floor plans including the designated common elements (general and limited) and shall be reasonable and necessary to incorporate the changes herein.

Until a unit is completed and a Certificate of Occupancy is issued (built unit), the Developer shall not be charged or assessed for general common element expenses for such unit. For example, Declarant shall not be charged for assessments for fire and casualty insurance, maintenance and repairs and other assessments solely attributable to the built units (unless Declarant is an owner of a built unit). However, during the construction phase of buildings and units, Declarant will solely be responsible for acquisition and payment of fire and peril insurance, liability insurance, taxes and assessments and other expenses relating to such unbuilt units. Declarant will start to pay assessments on completed units that are up for sale thirty (30) days after certificate of occupancy. Declarant exemption for models until sold. Declarant may retain ownership of up to 20-30% of the units as rental properties. On these particular units Declarant will begin paying assessments from the date of certificate of occupancy. The rights and obligations herein set forth shall accrue to and be binding upon the Declarant, the owners, the Association and their successors and assigns.

When the Declarant constructs a new building(s) and unit(s), Declarant shall record an amendment to this Declaration including a new site plan or floor plan if necessary and if necessary adjusting the percentage interest and votes of all Unit Owners to reflect the percentage interests and votes of the new units and the corresponding change of the percentage interest of the existing units. The consent or approval of the existing Unit Owners shall not be required for this type of amendment. By acceptance of a deed to a unit, a Unit Owner agrees to the provisions of this Declaration and the Special Rights of the Declarant set forth herein and to amendments executed and recorded by Declarant in accordance with the terms of this Declaration. The Unit Owners may not terminate Declarant's special rights by amendment or otherwise. Each Unit Owner, by executing a Buy-Sell or Purchase Agreement to Purchase a unit and accepting a deed conveying the unit grant and appoint Declarant their agent to execute and record any amendments or other documents as may be reasonable and necessary for Declarant and its successors and assigns to exercise Declarant's rights and duties herein. A verified statement in the form attached thereto as Exhibits "C-1" and "C-2 or C-3" shall be filed with each such amendment as is appropriate for such amendment. Declarant may

assign or sell these rights and units to third parties or the Association.

Declarant may delay constructing all or a portion of the landscaping and pedestrian trail shown on the site plan or mentioned herein during the construction phase. However, these items shall be constructed and installed within four (4) years from the date of this Declaration as construction permits.

V.

THE ASSOCIATION

1. Membership.

An Owner of a unit in the Condominium shall automatically, upon becoming the Owner of said unit, become a member of the Association of Unit Owners, hereinafter referred to as the "Association", and shall remain a member of said Association until such time as his or her ownership ceases for any reason, at which time his or her membership in said Association shall automatically cease. The membership shall be limited to Unit Owners as defined in this Declaration. However, a member may by proxy or power of attorney appoint another person or entity to vote for the member.

2. Function.

It shall be the function of the Association to:

- (a) Adopt or amend Bylaws for the governance of the Association. The initial Bylaws are attached hereto and incorporated herein by this reference.
- (b) Make provisions for the general management of the Condominium.
- (c) Levy assessments as provided for in this Declaration, the Bylaws and the Unit Ownership Act.
- (d) Adopt and implement a policy for the affairs of the Condominium.
- (e) Enter into contracts to hire personnel for the management of the affairs of the Association and the maintenance and repair of the common areas.
- (f) The Association shall also have the power to implement such reasonable rules and regulations as to the use by the Unit Owners of the common areas.

(g) Elect Directors of the Association.

3. Vote.

On all matters to be decided by the members or the Association, unless otherwise provided in this Declaration or in the ByLaws or in the amendments thereto, each Unit Owner shall have one vote per unit. If there is more than one owner for a unit, the owners must decide among themselves how their vote should be cast. Such Owner of a Condominium unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his or her Unit Ownership. The provisions as to quorum and voting are set forth in the Bylaws.

4. Failure To Comply.

Each Owner shall strictly comply with the provisions of this Declaration, the Bylaws of the Association, and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both, and for reimbursement of all costs, including reasonable attorney's fees incurred in connection therewith, which action shall be maintainable by the Manager or by the Board of Directors in the name of the Association, on behalf of the Owners or by an aggrieved Owner where there has been a failure of the Association to bring such action within a reasonable time, or by Declarant, its successors or assigns.

5. Payment Of Assessments - When Due.

All assessments shall be due within thirty days from the due date set forth in the mailing of such assessments following the meeting at which time assessments are levied by the Association. Assessments may be made payable in monthly, quarterly or annual installments at the option of the Board. The amount of the common expenses assessed against each Condominium unit and the amount of limited common expenses assessed against each Condominium unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself or herself from liability for this contribution toward the common expenses and the limited common expenses by waiver of the use or enjoyment of any of the general common elements or limited common elements or by abandonment of his or her unit. All assessments which are not paid within thirty days from the date they are due and payable become delinquent and are subject to interest and a late fee of 25% of the payment due. The Association, through its Board of Directors shall have the authority and responsibility of taking prompt action to collect any unpaid assessment which becomes delinquent.

In the event of delinquency in the payment of the assessment, the Unit Owner shall be obligated to pay, in addition to the assessment, interest at the rate of twelve percent (12%) per annum on the amount of the assessment from the date delinquent; and if an attorney is engaged to collect the delinquent assessment and interest or if an attorney is engaged to foreclose the lien for the unpaid assessment, the Unit Owner who is delinquent shall reimburse the Association for its costs and attorney's fees. The Board of Directors may also assess a penalty for late payment of assessments in an amount sufficient to cover the Association's time and costs of sending additional notices and collection letters.

- (a) Common expenses and common profits, if any, and, limited common expenses of the Condominium shall be distributed among, and charged to, the Unit Owners according to the percentage of interest of each in the common elements used or available for use by the Unit Owners.
- (b) Except as otherwise limited in this Declaration, each Unit Owner shall have the right to use the common elements for all purposes incidental to the use of and occupancy of the respective unit as a residence in the case of residential units or as a commercial unit in the case of commercial units, and such other incidental uses permitted by the Association, which rights shall be appurtenant to and run with the unit.
- (c) The Association may adopt a separate budget for the Villa condominiums, the Apartment condominiums and may assess separately the owners of such condominiums for the separate limited common and general common elements use or available for use by each. The Association may provide for separate voting in the separate budgets by the Unit Owners affected by such budget.

6. Unpaid Assessments.

All delinquent assessments for the common expenses and limited common expenses chargeable to any unit shall constitute a lien on such unit and the owner of a unit shall be personally liable, jointly and severally, for payment of the assessments on a unit.

7. Unpaid Assessments - Mortgagee.

Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage, which is prior in recording time to the recording of the association lien for assessments, such acquirer of title and his or her successors and assigns, shall not be liable for the share of common expenses and assessments by the Association, chargeable to such unit, which become due prior to the



acquisition of title to such unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the units, including such acquirer and his or her successors and assigns. However, the Owner of the unit when the assessment is made shall remain personally liable for the assessment.

8. Levying Assessments - When Made - Purposes.

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

- (a) Assessments shall be made for the annual expenses of the Association and the common expenses of the Condominiums. Assessments may be made for special purposes at any regular, annual or special meeting of the Association thereof or approved by written ballot delivered to the Unit Owners. The Board of Directors shall cause a preliminary annual budget for income and expenses to be proposed and delivered or mailed to each Unit Owner prior to or at the annual meeting at which assessments are to be levied. The preliminary annual budget shall be reviewed, amended if necessary and discussed and voted upon by the members at the annual meeting, or other meeting called for this purpose, of the Association. A final budget must be approved by a majority of the Unit Owners present, voting by mail ballot, voting by proxy or by authorized agent at the annual meeting and the budget shall be amended until so approved. If there are separate budgets for the Villa, Apartment and Commercial condominiums, then the Unit Owners owning units within the separate condominiums shall vote upon their respective budgets and approve the budget by a majority of the Unit Owners voting and affected by the separate budget. The annual meeting may be continued by the Board of Directors if necessary to revise and resubmit the budget to a date and time certain by oral notice of the meeting. All assessments shall be fixed by a majority vote of the Board of Directors based upon the annual budget approved by the Unit Owners.
- (b) Annual assessments may be made for the repair, insurance, replacement, general maintenance of the Condominium and limited and general common elements, snow removal, purchase of supplies and equipment for the use of the Condominium; maintenance and repair of walkways, trails, streets, park areas, easements, and other limited and general common elements; management and administration of limited and general common elements and the Association; fees, costs and expenses of a Manager, and for a Management Services Agent; repairs, maintenance and

taxes for limited and general common elements or units owned by the Association, if any, and for the Unit Owner's share of any common elements whether used or not used by a Unit Owner or provisions for water, sewer, power, television; Special Improvement District assessments, or for any other services provided including professional fees and costs of collection of assessments and fees and costs of enforcement of this Declaration or the By-Laws. Assessments shall be based upon and computed by using the allocated percentage of interest that each Unit Owner has in relation to the common elements which are related to such unit. Except in unusual circumstances where the Association owns a unit or common element, the Unit Owners will be separately assessed by the taxing authorities for taxes and assessments for their unit and percentage interest in the common elements and billed individually by the County. The individual Unit Owners, and not the Association, shall pay the taxes and assessments on each Owner's Units.

- (c) Assessments may also be made for the payment of limited common element expenses maintained, repaired, or replaced by the Association; provided that, at the discretion of the Board of Directors, the Unit Owners may be charged only for the limited common element expenses relating to their respective units or buildings. The Unit Owners may be required by the Association to pay certain of their respective limited common element expenses directly as in the case of the commercial units. Assessments may be made for a Reserve Account which will be set up in approximately 3-5 years for repair and replacement of roofing, pavement and for repainting or replacement of exterior siding.
- (d) Assessments may be made for improvements, repair and replacement of utility and service lines, garbage and snow removal, improvement maintenance, care of any landscaping and easement areas, parking areas, streets and walkways, materials, supplies and services rendered by or to the Association. Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Montana Unit Ownership Act.
- (e) Special assessments for construction of improvements, and amenities for services and other special projects by the Association may be made if approved by fifty-one percent (51%) of the votes of the Unit Owners affected by such special assessments based upon one vote per unit. Special assessments are defined as assessments which are for a special project expense and not part of the annual

budget and assessments. However, the repair, maintenance, management and continuing costs of a special project may be included in the annual budget after a special project is approved by the Owners.

Written notice of any special assessments, the amount thereof, and the purpose for which it is made, shall be delivered to all Unit Owners affected by the special assessments by mailing or delivering a copy of the notice to the Unit Owners at their address of record at least thirty (30) days prior to the date of such meeting. At such meeting, the approval of such special assessments shall require a fifty-one percent (51%) vote of the Unit Owners, based upon one vote per unit, affected by such special assessments present in person or by proxy at the meeting. A special assessment may also be approved with or without a meeting by 51% of the votes of the Unit Owners affected by such special assessment voting in favor of the special assessment by written ballot either mailed or personally delivered to the Unit Owners and returned to the Association.

- (f) Common expenses and profits, if any, of the Condominium shall be distributed among and charged to the Unit Owners according to the percentage of undivided interest of each in the common elements appurtenant to a unit. All of the Owners of the units shall be chargeable for items of expenses common to all of the units, such as attributable to the common areas and elements.
- (g) In a voluntary conveyance of a unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefore. However, any such grantor or grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.
- (h) At the time the Association holds its first meeting, an Association bank account shall be set up in a financial institution in which assessments shall then be deposited. In addition to the assessments, there shall be collected from the Unit Owners, at the time of closing the sale of a unit, an initial assessment in a sum that is equal to \$600.00 per Villa and \$400.00 per Apartment to be placed in the assessment account for working capital. The



assessments may be billed to the owners on a monthly, quarterly, annual or other convenient basis as determined by the Board of Directors.

VI.

AMENDMENT

An amendment of this Declaration shall be made in the following manner:

- (a) Subject to Gallatin County's right to approve or disapprove of the County Required Covenants set herein at Article XII paragraph 11 and subject to the Declarant's reserved rights to amend this Declaration pursuant to its special rights contained in this Declaration, without approval of the Association or Unit Owners, an amendment to this Declaration may be made as follows: At any regular, annual or special meeting of the Association of Unit Owners or the Board of Directors, an amendment may be proposed as a resolution by the Declarant or at least 20% of the Unit Owners based upon the Unit Owners' allocated percentages or by a majority of the Board of Directors. Upon adoption of the resolution by a majority vote of those Owners present, in person or by proxy, or by a majority of the Board of Directors, the proposed amendment shall be made a subject for consideration at a special meeting or the next succeeding regular or annual meeting of the Owners of the Association, with notice thereof, together with a copy of the proposed amendment to be furnished to each Unit Owner at least ten days in advance of such meeting. At such meeting, the proposed amendment will be deemed approved and adopted upon receiving the favorable vote of seventy-five percent (75%) of the Unit Owners' based upon 1 vote per unit, voting by written ballot, and voting by proxy. In lieu of a meeting of the Unit Owners, the proposed amendment shall be deemed adopted if approved by a written ballot by the vote of seventy-five percent (75%) of the total votes of the Unit Owners based upon 1 vote per unit. A written ballot for the amendment may be mailed to each Unit Owner or delivered personally and shall set forth the amendment, the time when the written ballot must be returned to be counted as a vote, and allow the Unit Owner to vote for or against the amendment by checking or otherwise indicating his or her choice and return the ballot to the Association. Each Unit Owners' vote shall be based upon 1 vote per unit. If the amendment is approved and adopted, it shall be the responsibility of the Association to file the amendment with the Clerk and



Recorder's Office of the county in which the Condominium is located, and upon filing this Declaration, shall be so amended. The chairman and secretary of the Board of Directors shall have the authority to certify that the amendment was properly adopted and shall have the authority to sign, have acknowledged and file the amendment. Notwithstanding anything herein to the contrary any amendment to these Covenants shall require the approval of Declarant until Declarant has sold or transferred title to 90% or more of all the built and unbuilt units.

- (b) Declarant and its successors and assigns shall have the right and duty from time to time to amend this Declaration for the purpose of amending the site plan and floor plans, in accordance with Section IV, and for the buildings and units as the same are completed in accordance with the terms of this declaration and for the purpose of recording the verified statement of a registered architect, professional engineer or professional land surveyor certifying the completed buildings and units are built as shown on the original or amended floor plans and site plan units in accordance with the provisions of this Declaration.

The Declarant shall not be required to obtain the approval or vote of the Unit Owners or Association for amendments which the Declarant has the right to make under this Declaration and each Owner, by the acceptance of a deed or other conveyance of a unit, consents and agrees to such rights and amendments. Declarant shall execute and have acknowledged any such amendment setting forth the items amended, which shall be recorded with the Clerk and Recorder of the county in which the property is located. Within 30 days after recording of such an amendment, the Declarant shall deliver a recorded copy thereof to the Association. The Association shall then mail a copy to the last known address of each Unit Owner.

VII.

CHANGES, REPAIRS AND LIENS

1. Alterations By Unit Owners.

The interior plan of a unit may be modified by its Owner unless such modification affects the structural integrity or safety of the building or a portion thereof. The bearing walls may not be moved. Except for Developers rights as set forth in these covenants, no such interior modifications shall affect the total

square footage of a unit nor change the exterior appearance without the approval of the Association. No unit may be further subdivided except Declarant or its successors and assigns may provide for two or more units within the commercial units. In addition to compliance with the provisions contained herein, an amendment must be filed by the owner and the Association setting forth and contain an amended floor plan to the unit(s) concerned showing layout of the unit after the change and attached to the amendment as exhibits.

2. Interior Maintenance By Unit Owner.

An Owner shall maintain and keep in good repair the interior of his or her own unit and fixtures thereof. All fixtures, utility lines, lighting and equipment installed in the unit shall be maintained and kept in repair by the Owner thereof. The limited common elements and extensions thereto and any hot tub interest, which are for the exclusive use of a unit shall be maintained and repaired by the Unit Owner. An Owner shall do no act nor any work that will impair the structural soundness, safety or integrity of the building, common elements, improvements, and fixtures, or impair any easement. The right of each Owner to repair, alter and remodel is coupled with the obligation to replace any finishing or other materials removed with similar types or kinds of material. No acts of alteration, repairing or remodeling by any Unit Owner shall impair in any way the structural integrity of the units adjoining or the structural integrity or use of limited common elements or general common elements.

3. Exterior Alterations.

Except as otherwise set forth herein and except for the commercial units, no Owner may change, alter or remodel the exterior of his or her unit, the building, or the common elements. Repair and maintenance of the exterior of the unit, building, and common areas shall be the exclusive right and responsibility of the Association except the Owners of the commercial units shall have the responsibility for repair and maintenance of the exterior of such units.

Unit Owners may install a hot tub on the rear deck or patio but all hot tubs must drain into the sewer system.

4. Liens For Alterations.

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

Association from and against all liability arising from the claim of any lien against the unit or against 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 at such Owner's request.

5. Claim for assessments and expenses - priority of lien - contents - recording - foreclosure of lien - collection of assessments.

Whenever the Association furnishes to a Unit Owner and/or a unit any services, labor, or material chargeable as common expenses, chargeable as individual expenses against a Unit Owner and lot unit or chargeable as assessments, or a Unit Owner is delinquent in payment of annual, special assessments or late fees billed to the Unit Owner, the Association shall have a lien upon the individual unit, the limited common areas appurtenant to such unit, and the undivided interest in the common elements appertaining to such unit for the reasonable value of such expenses or assessments, and the lien shall be prior to all other liens or encumbrances upon the unit except:

- (a) tax and assessment liens; and
- (b) a first mortgage or trust indenture of record.

The Association, through its Manager or Board of Directors claiming the benefits of subsection (1) of this section may file or record in the county in which the unit or some part thereof is located a Claim for Lien containing:

- (a) a true statement of the account due for such common expenses or individual expenses after deducting all just credits and offsets and a description of what the expenses and assessments were charged for;
- (b) the name of the Owner of the unit or reputed Owner, if known;
- (c) a description of the unit, sufficient for identification;
- (d) a statement that the Association has a lien on the unit for such expenses or assessments.

The claim shall be verified by the oath of a member of the Board having knowledge of the facts and shall be filed with the Clerk & Recorder of the County. The lien may be foreclosed in a like manner as liens or mortgages against real estate.



For labor, materials, or services to a unit resulting in improvement of a unit, the Association may also elect to file a contractors lien under Section 71-3-521 to 563, M.C.A. and may foreclose the same pursuant to law.

The lien may be enforced by the Manager acting on behalf of the Association of Unit Owners or by the Board of Directors.

An action to recover a money judgment for unpaid expenses and assessments may be maintained by the Manager or Board of Directors without foreclosing or waiving the lien securing the claim for expenses or assessments. It shall not be necessary to file a claim of lien to bring a suit against a Unit Owner to collect assessments, interest, penalties, or attorney's fees and costs.

6. Foreclosure on unit - payment of rent - purchase of unit by Manager or Board of Directors.

In any foreclosure suit against a unit, upon entry of the decree or order of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the unit if the Unit Owner fails to give up possession unto the Association or purchaser, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the rent.

The Declarant, Manager or Board of Directors acting on behalf of the Unit Owners shall have power, to bid on the unit at the foreclosure sale and to acquire and hold, lease, mortgage, sell and convey the same.

7. Purchaser at foreclosure sale not totally liable for prior common expenses.

Where the purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage or trust indenture, such purchaser, his successors, and assigns shall not be liable for any of the expenses or assessments chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser. Such unpaid share of expenses or assessments shall be a expense of all the Unit Owners, including such purchaser, his successors, and assigns.

8. Joint liability of grantor and grantee for unpaid common expenses.

In a conveyance of a unit, the grantee is jointly and severally liable with the grantor for all unpaid charges against the latter for his proportionate share of the common expenses, charges and assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon

request of a prospective purchaser or a closing agent, the Board of Directors or Manager shall make and deliver a statement of the unpaid charges against the prospective grantor and unit, and the grantee in that case is not liable for nor is the unit when conveyed subject to a lien filed thereafter for any unpaid charges against the grantor in excess of the amount therein set forth.

9. Insurance.

I. Except as provided herein as to the commercial units, the Association shall insure the buildings and units against loss or damage by fire and such other hazards in such amounts as shall be determined reasonable by the Board of Directors without prejudice to the right of each Unit Owner to additionally insure his or her own unit for his or her own benefit. The Association shall not insure the contents of a unit. The Unit Owner may insure the contents of their units.

- (a) The Association is authorized to purchase and maintain such other insurance coverage for the buildings, units, and common elements and for the Association as the Board of Directors shall determine shall be reasonable, including but not limited to, public liability insurance, casualty insurance, theft insurance, earthquake insurance and Directors' and officers' liability insurance.

All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in the State of Montana. If the insurance is purchased by the Association, the following shall apply:

- (1) Named Insurance on Building Improvements and Units - Personal Property:

The named insured shall be the Association and the Board of Directors or Manager shall be designated as the insurance trustee and the agent for the Unit Owners without naming them. Payments for losses thereunder by the insurer shall be paid to the insurance trustee herein designated and all policies and endorsements thereon shall be deposited with the insurance trustee.

Unit Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses.

- (b) Insurance Trustee.

The Insurance Trustee is irrevocably appointed agent for the Association each Unit Owner and for each Owner of a



mortgage or other lien upon a unit and for each Owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(c) Benefit To Mortgagees.

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

10. Reconstruction.

(a) Repair After Casualty.

If any part of an Association insured unit, building, or the common element shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

(1) Lesser Damage.

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

(2) Not Tenantable And Election Not To Rebuild.

If a unit or units are found by the Board of Directors not to be tenantable after the casualty, the damaged property may be reconstructed or rebuilt by the Association; or if the Association and the Owners elect not to reconstruct or rebuild, then the property shall be subject to the applicable provisions of the Unit Ownership Act.

(3) Election Not To Rebuild.

In the event the Owner and Association elects not to rebuild as herein provided and set forth in §70-23-803, Montana Code Annotated, the insurance proceeds shall be used to satisfy any outstanding liens or encumbrances on the property and the balance paid to the Owners in accordance with the Unit Ownership act.



(4) Certificate.

The insurance trustee may rely upon a certificate of the Association made by its Chairman, or three members of the Board of Directors to determine whether or not the damaged property is to be reconstructed.

(b) Plans And Specifications.

Any reconstruction or repair must be substantially in accordance with the floor plans and site plans for the original improvements, or if not, then according to plans approved in writing by not less than seventy-five percent (75%) of the votes of the Unit Owners, including one hundred percent (100%) of the votes of the Owners of all units which are to be altered. Any such reconstruction not in accordance with the original floor plans 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 this Declaration.

(c) Responsibility.

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

(d) Assessments.

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

(e) Construction Funds.

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



(f) Surplus.

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

VIII

MANAGEMENT SERVICES, MAINTENANCE AND CENTRAL IMPROVEMENT FACILITIES

A. Management and Maintenance Services

The Association, through its Board of Directors, shall engage contractors or an agent or agents to provide Management and Maintenance services such as: general common element maintenance and repairs, snow removal and to provide other services for administration, operation and maintenance of the common elements and the Association and for bookkeeping and financial and other record keeping. The Declarant or its designated agent shall be appointed as such agent, as long as Declarant is willing to and does provide the services herein referred to. The Association shall negotiate and enter into a long term contract with the agent, who will initially be the Declarant or its designated agent or agents to provide the services at a fair and equitable annual fee, which shall also take into consideration a fair capitalization rate for the facilities and equipment the Declarant or agent(s) must necessarily purchase, provide, construct or rent to provide the services. The Unit Owners shall pay assessments to cover the fee. The initial contract shall be for 15 years or such other time period as the parties mutually agree. The agent shall have the authority to hire, fire, engage and disengage such personnel and independent contractors as shall be reasonable to perform the services specified.

If the Declarant or an agent designated by it fails or declines to provide the services, then the Board of Directors shall negotiate and enter into a long term contract for such services with another qualified agent or agents.

B. Central Improvement Facilities

Declarant will install and provide the Central Improvement Facilities (sewer system, water system and cable TV) for the project in the common area designated therefore. Each unit shall

be hooked up to and use the Central Improvement Facilities. The Declarant or their successors and assigns shall maintain the facilities. Each Unit Owner shall be charged a fee for the use of the facilities, including a capital facilities fee and maintenance fee. The fees charged for these services shall be in accordance with the rules and regulations of the Montana Public Service Commission. A permanent easement is reserved to Declarant and their successors and assigns in, on and under the common elements and common areas within the condominium project for the construction, installation, repair, maintenance and replacement of the Central Improvement Facilities. Any unpaid fee or assessment more than ninety (90) days old will be paid by the Association and the Association shall have the right to place a lien on the unit if necessary to collect the unpaid amount.

IX.

INTERPRETATION

The provisions of this Declaration and of the Bylaws to be promulgated and recorded herewith shall be liberally construed to effectuate the purposes of this Declaration and Bylaws and to create a building or buildings and units and common areas subject to and under the provisions of the Montana Unit Ownership Act.

X.

REMEDIES

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

XI.

SEVERABILITY

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

XII.

MISCELLANEOUS

1. Utility and Service Easements.

Easements are reserved on, over and under the common areas unto the Declarant and the Association through the Condominium

property as may be required for the access roads, paths, utilities and other common services, including water, sewer, power, telephone, natural gas, television and communication cables and video antennas, in order to serve the Condominium adequately for these common services.

2. Structural Easement.

Every portion of a unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common elements.

3. Right Of Access.

The Association shall have the irrevocable right, to be exercised by the Managing agent or Board of Directors, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general or 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. Damage to the interior or any part of the unit resulting from maintenance, repair, emergency repair or replacement of any of the general or limited common elements or as a result of any emergency repair within another unit at the instance of the Association shall be designated either limited or general common expenses by the Association and assessed in accordance with such designation.

A key to each unit or a master key for more than one unit shall at all times be made available to the Managing agent and Board of Directors for the purposes set forth herein.

4. Expenditures.

Except as provided under Declarant's special rights, no single expenditure or debt in excess of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), except for annual premiums for required insurance, snow removal and other approved budgeted items, may be made or incurred by the Association without the prior approval of a majority of the Board of Directors.

5. 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.



6. Warranties.

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

7. First Mortgagees' Right.

First mortgagees of record shall have the right to examine the books and records of the Association in regard to matters relating to the unit upon which the mortgage is imposed, upon written request specifically designating the books and records it desires to examine, and at a reasonable time and place. The first mortgagee shall pay any cost the Association incurs as a result of such examination such as copies, and accountant or manager's time.

8. Unit Ownership Act.

The Unit Ownership Act - Condominium, Chapter 23, Title 70, of Montana Code Annotated, is incorporated herein and by this reference made a part hereof as though fully set forth. In the event of any irreconcilable conflict between said Act and any provisions contained herein, the Act shall control. Any provisions of the Act that are permitted by law to be modified or changed by a Declaration or amendment thereto shall be deemed to be modified or changed as herein set forth.

9. Fees And Costs In Action To Enforce.

In the event of any action to enforce the obligations and covenants contained herein, the prevailing party shall be entitled to his or her costs, including reasonable attorney's fees.

10. County Required Covenants

- (a) The Association has the responsibility for operation and maintenance of all interior driveways, parking areas, and common open space property.
- (b) The Association shall be responsible for the control of noxious weeds within all common open space areas.
- (c) All structures shall be constructed in compliance with the Uniform Building Codes and the National Fire Protection Association (NFPA) codes.
- (d) The artificial feeding of all big game wildlife shall be prohibited.

- (e) All garbage shall be stored in animal-proof containers or otherwise be made unavailable to animals.
- (f) Unit Owners acknowledge that wildlife damage to landscaping will occur and shall accept that risk and shall not file claims against the Owners' Association or any other governing body for such damages.
- (g) Pets shall be controlled by each owner and not allowed to roam within the subdivision.
- (h) Any covenant which is included herein as a condition of preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.

IN WITNESS WHEREOF, the Declarant has caused this Declaration and attached By-Laws to be made and executed according to the provisions of the Montana Unit Ownership Act, MCA §70-23-101, et seq., Montana Code Annotated.

DECLARANT-----FIRELIGHT MEADOWS, LLC

BY: *Lucas S. Reid*
Lucas S. Reid, Its Managing Member

STATE OF MONTANA)
) :ss
County of Gallatin)

This instrument was acknowledged before me on the 7 day of March, 2002 by Lucas S Reid as Managing Member of Firelight Meadows, LLC, on behalf of whom this instrument was executed.



Beverly A. Hudson
Beverly A. Hudson
Notary Public for the State of Montana
Residing at *Bozeman, MT*
My Commission Expires: *7-10-05*

CERTIFICATE

The undersigned, being the duly authorized agent of the Department of Revenue of the State of Montana within the County of Gallatin, herewith executes the following Certificate relating to Firelight Meadows Condominiums, as described in Exhibit A attached hereto, County of Gallatin, Montana.

1. The name "Firelight Meadows Condominiums" is not the same as, similar to, or pronounced the same as, a word in the name of any other property or subdivision within Gallatin County except for the word "Condominiums"; and,

2. All taxes and assessments due and payable for the said real property Firelight Meadows Condominiums have been paid to date.

DATED this 7th day of March, 2002.

Department of Revenue of
the State of Montana

By: Devinne Roffey
Agent for the County of Gallatin
(Gallatin County Assessor)



EXHIBIT "A"

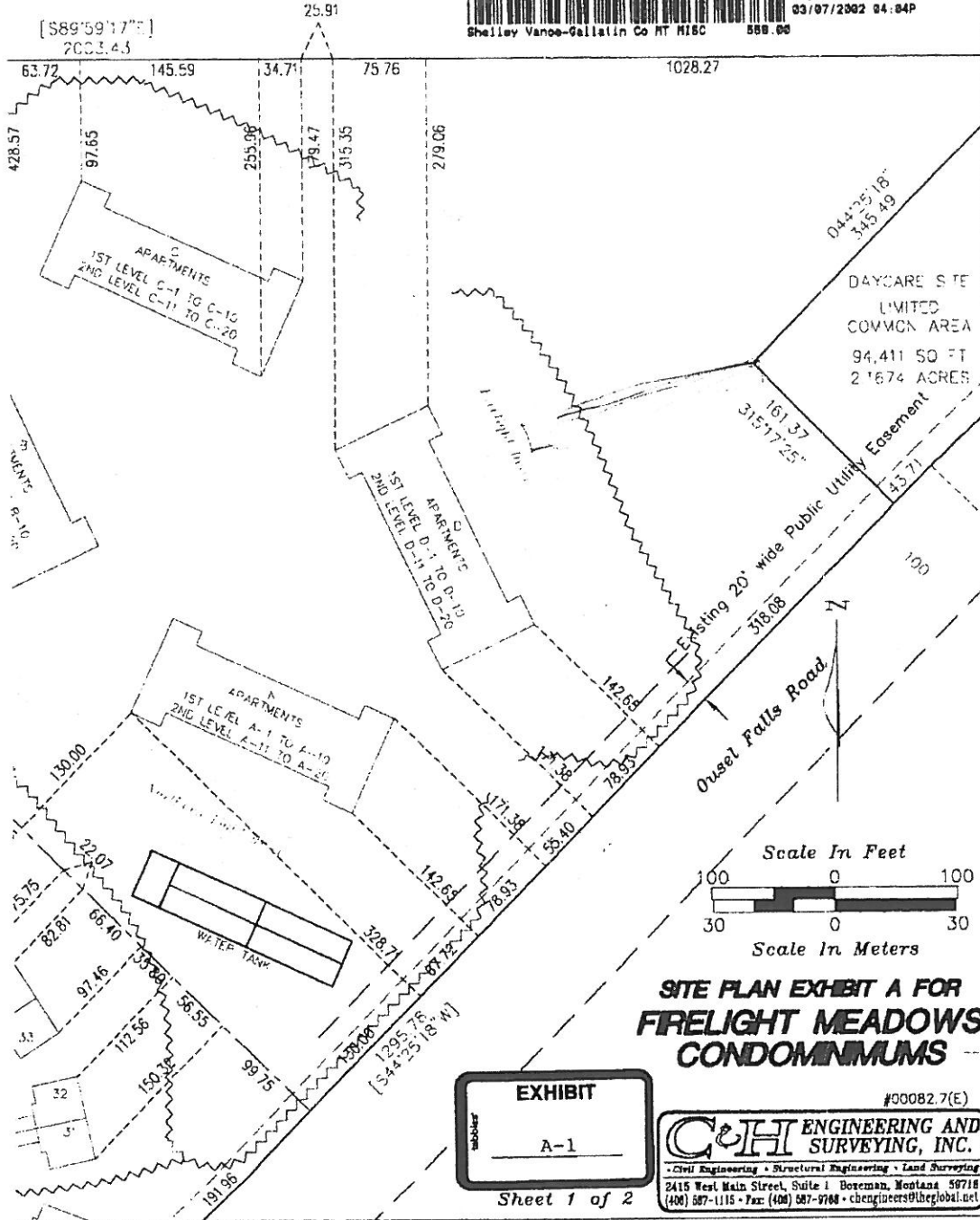
DESCRIPTION OF REAL PROPERTY

Lot 1 of Minor Subdivision No. 305 Firelight Meadows, located in the SE¼ of Section 2, Township 7 South, Range 3 East of P.M.M. according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Gallatin County, Montana.



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Page: 44 of 93
03/07/2002 04:04P



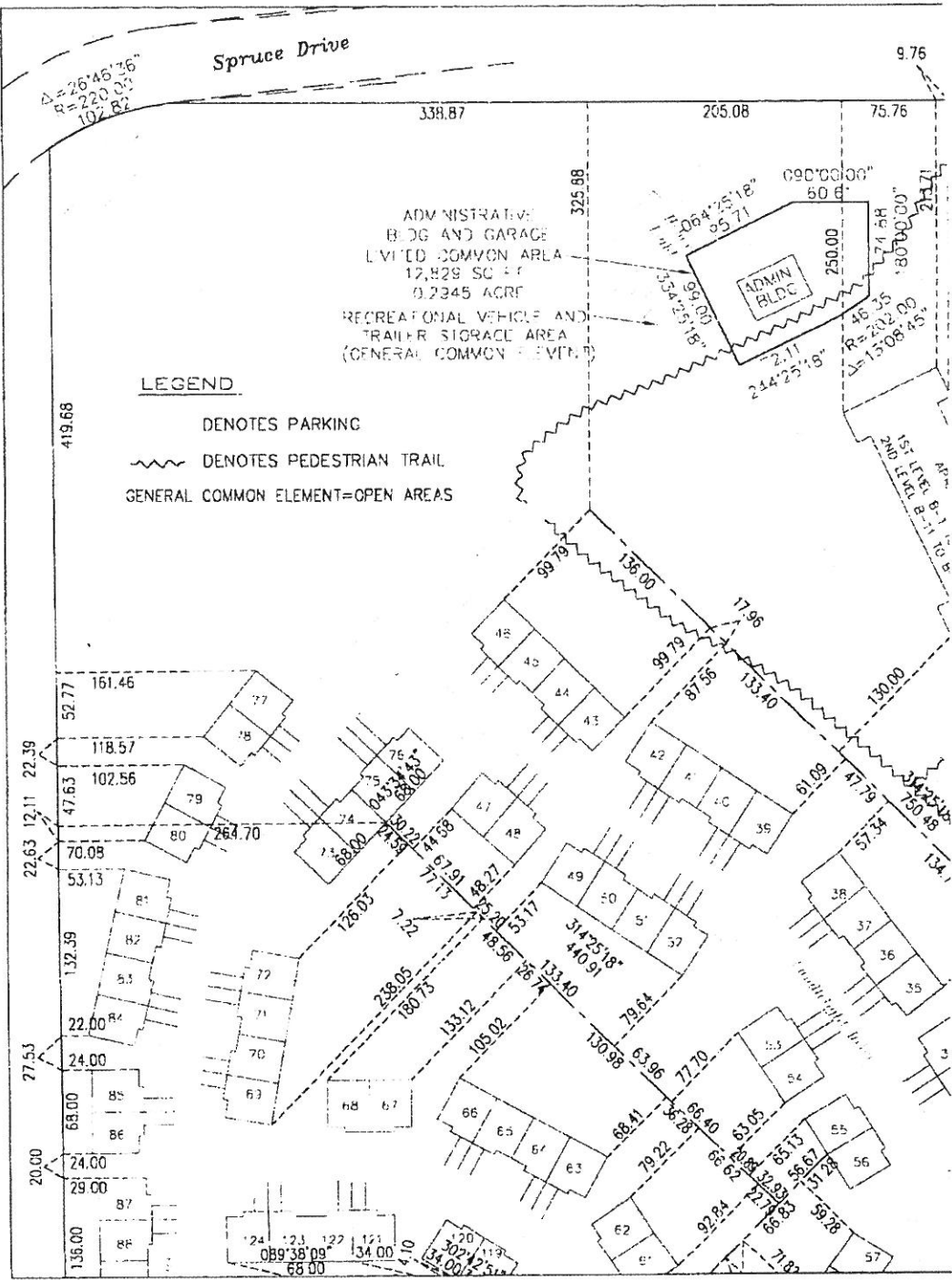
**SITE PLAN EXHIBIT A FOR
FIRELIGHT MEADOWS
CONDOMINIUMS**

EXHIBIT
A-1

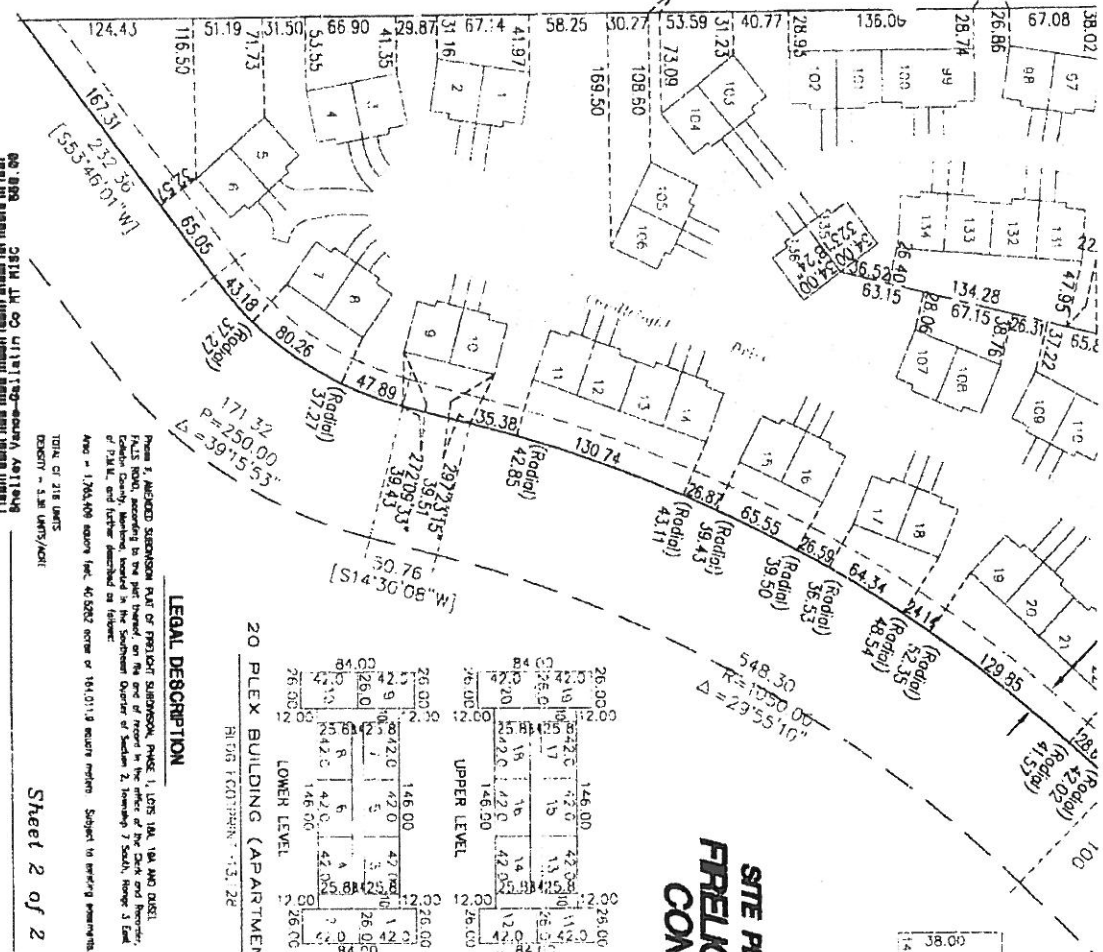
Sheet 1 of 2

#00082.7(E)
C&H ENGINEERING AND SURVEYING, INC.
Civil Engineering • Structural Engineering • Land Surveying
2415 West Main Street, Suite 1 Bozeman, Montana 59718
(406) 587-1115 • Fax: (406) 587-9700 • chengineers@ibeglobal.net

2062676
Page: 45 of 93
03/07/2002 04:04P
Shelley Vance-Gallatin Co MT RISC 668.00



20622676
 Page: 48 of 50
 Date: 07/07/2002 04:04P



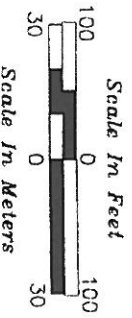
LEGAL DESCRIPTION

Phase 1, AMENDED SUBDIVISION PLAN OF FRIELIGHT MEADOWS, PHASE 1, LOTS 18A, 18B AND 18C.
 PLATS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF SHERBORN, MASSACHUSETTS, BOOK 2, SHEETS 7, 8 AND 9. THE ENTIRE
 OF THE PLAT, AND THE ENTIRE OF THE SUBDIVISION, ARE HEREBY REFERRED TO AS "THE PROJECT".
 AND: 1.766,400 square feet, 40,520.2 square meters. Subject to existing easements.
 TOTAL OF 216 UNITS
 DENSITY = 3.8 UNITS/ACR

Sheet 2 of 2

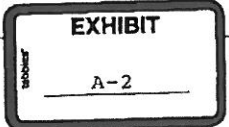
20 PLEX BUILDING (APARTMENTS)
 BUILD FOOTPRINT = 13,122

UNIT	AREA (SQ FT)	AREA (SQ M)
UPPER LEVEL	146.00	13.51
LOWER LEVEL	146.00	13.51
TOTAL	292.00	27.02

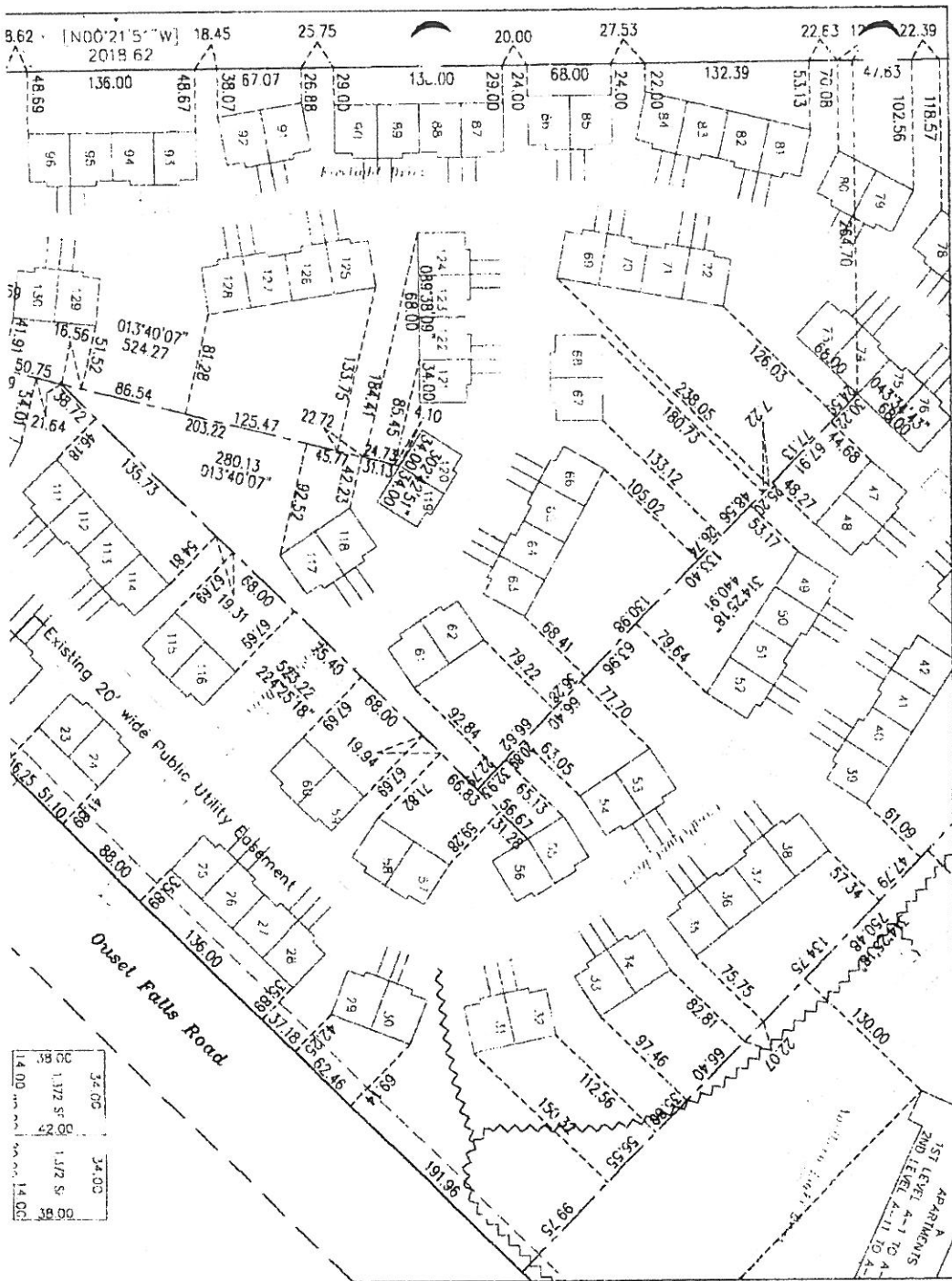


**SITE PLAN EXHIBIT A FOR
 FRIELIGHT MEADOWS
 CONDOMINIUMS**

UNIT	AREA (SQ FT)	AREA (SQ M)
UNIT 1	1,218	111.7
UNIT 2	1,218	111.7
UNIT 3	1,218	111.7
UNIT 4	1,218	111.7
UNIT 5	1,218	111.7
UNIT 6	1,218	111.7
UNIT 7	1,218	111.7
UNIT 8	1,218	111.7
UNIT 9	1,218	111.7
UNIT 10	1,218	111.7
UNIT 11	1,218	111.7
UNIT 12	1,218	111.7
UNIT 13	1,218	111.7
UNIT 14	1,218	111.7
UNIT 15	1,218	111.7
UNIT 16	1,218	111.7
UNIT 17	1,218	111.7
UNIT 18	1,218	111.7
UNIT 19	1,218	111.7
UNIT 20	1,218	111.7
TOTAL	24,360	2234.4



DOCUMENT CUT FOR RECORDING PURPOSES.
 Please See Next Page



34.00	34.00
30.85	00.88
1.172 S	06.23
1.172 S	00.88
14.00	14.00

2062676
 Page: 47 of 53
 8/17/2002 04:04P
 Shelley Vance-Gallatin Co. IT MISC 598.00

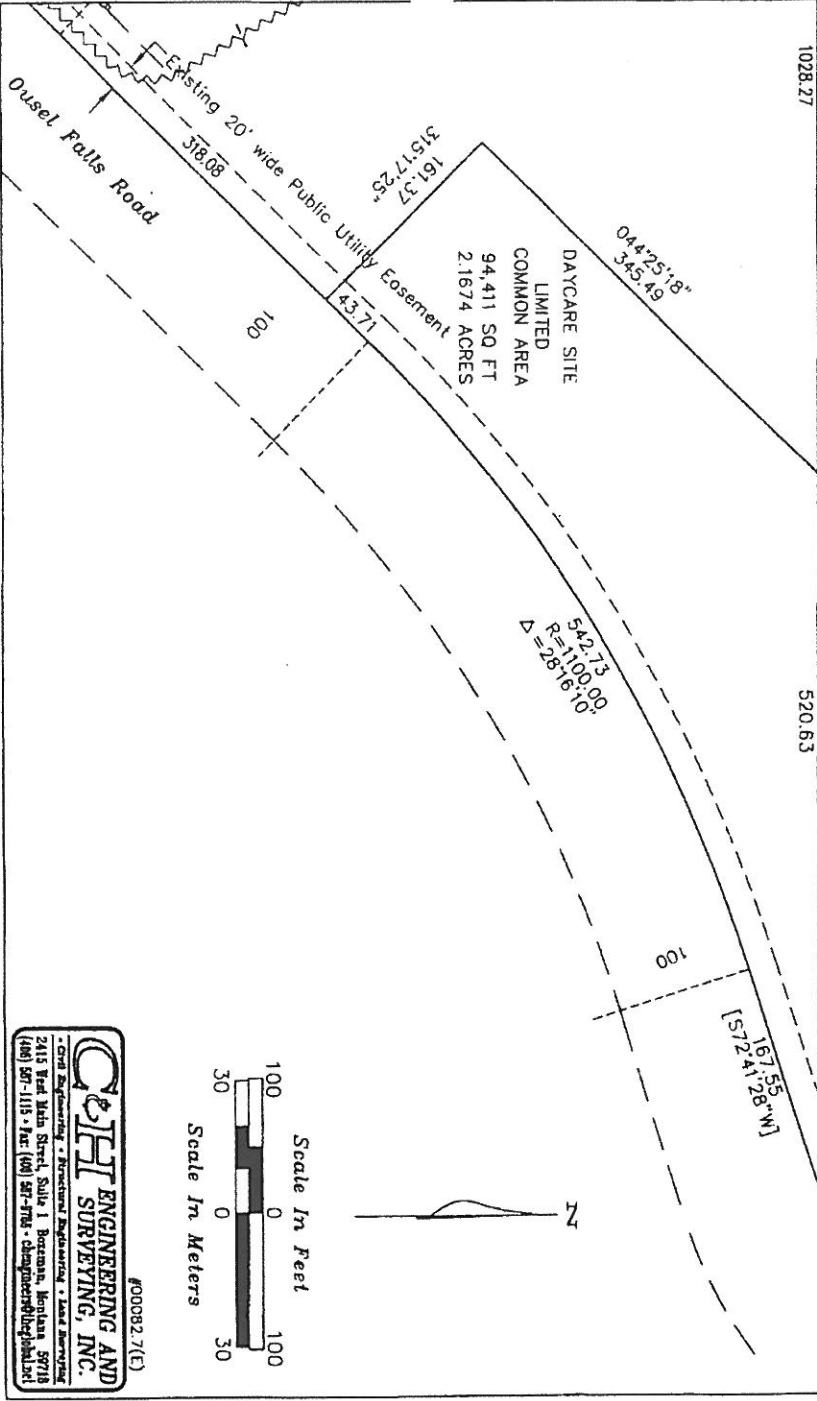
DOCUMENT CUT FOR RECORDING PURPOSES
 Please See Previous Page





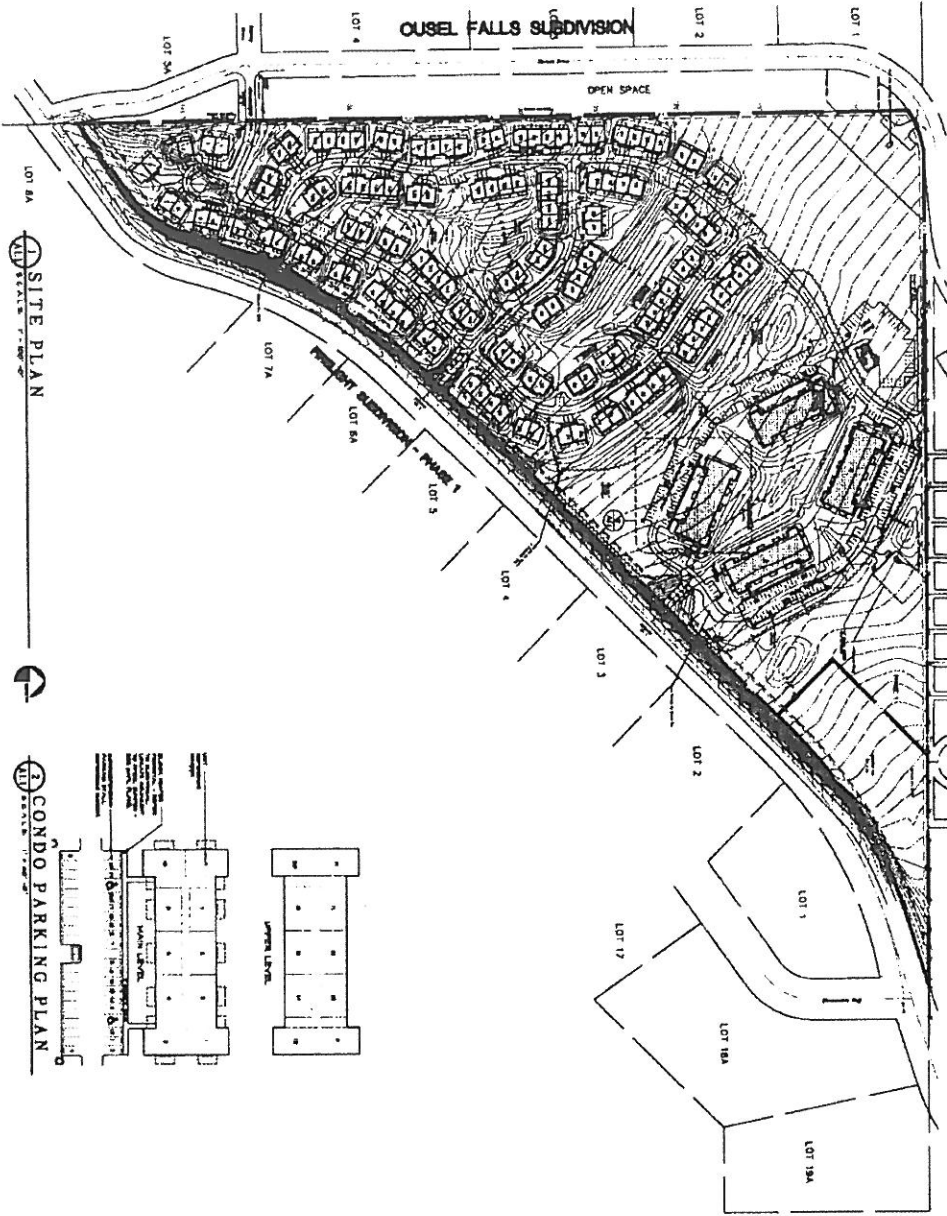
EXHIBIT DAYCARE SITE

EXHIBIT
A-3



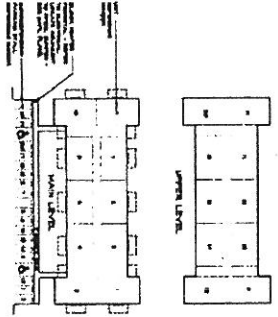
C&H ENGINEERING AND SURVEYING, INC.
 Civil Engineering • Structural Engineering • Land Surveying
 2415 Reed Main Street, Suite 1, Bozeman, Montana 59718
 (406) 587-1115 • Fax: (406) 587-7788 • c&hsurvey@bigsky.net

#00082.7(E)



LOT 9A
 SITE PLAN
 1/11 SCALE

LOT 9A
 CONDO PARKING PLAN
 1/11 SCALE



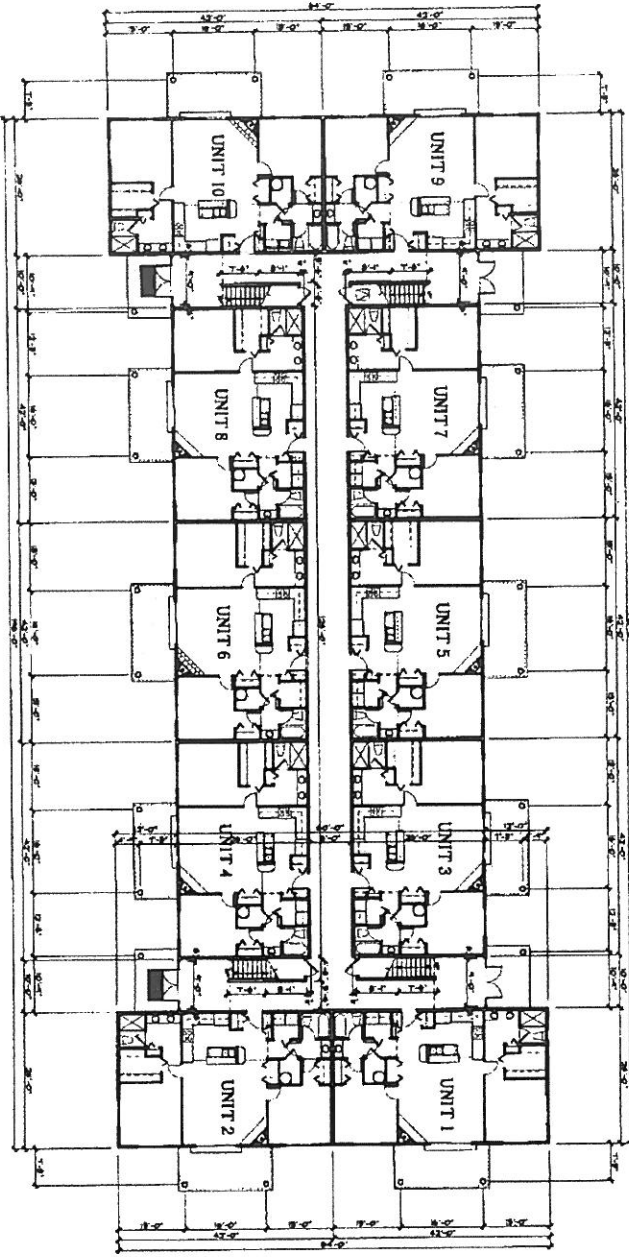
AAI
 PRELIMINARY MEADOWS - CONDOS
 1111 1st Avenue S, Helena, MT 59601
 (406) 442-1111
 www.aai.com

PRELIMINARY MEADOWS
 1111 1st Avenue S, Helena, MT 59601
 (406) 442-1111
 www.prelim.com

LOT 9A
 1111 1st Avenue S, Helena, MT 59601
 (406) 442-1111
 www.lot9a.com

EXHIBIT
 B1.1

1 APARTMENTS 1st LEVEL FLOOR PLAN
 A21 SCALE: NO SCALE
 19,120 SQ. FT.



BUILDINGS A, B, C & D
 UNITS 1-10

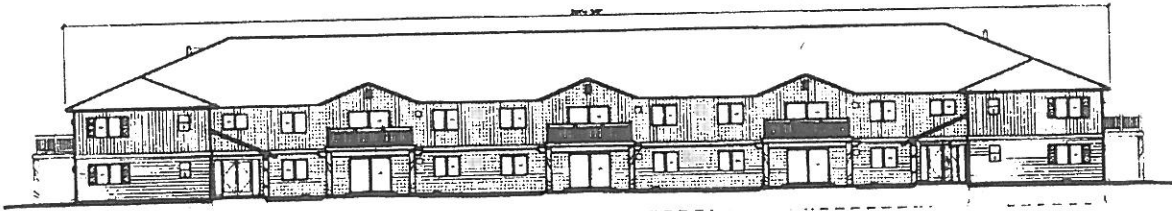


THRELLHOLT MEADOWS - CONDOS
 RALPHY ARCHITECTS
 1000 1/2 S. 10th St. Bozeman, MT 59717
 (406) 552-1111
 www.ralphy.com

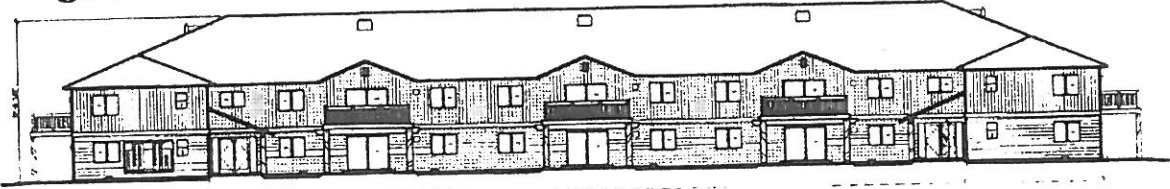
EXHIBIT
 B1.2

BUILDINGS A, B, C, & D

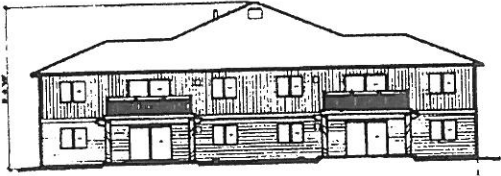
EXHIBIT



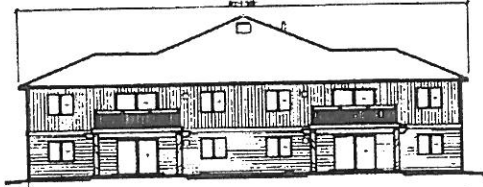
1 FRONT ELEVATION
ASU SCALE NO SCALE



2 REAR ELEVATION
ASU SCALE NO SCALE

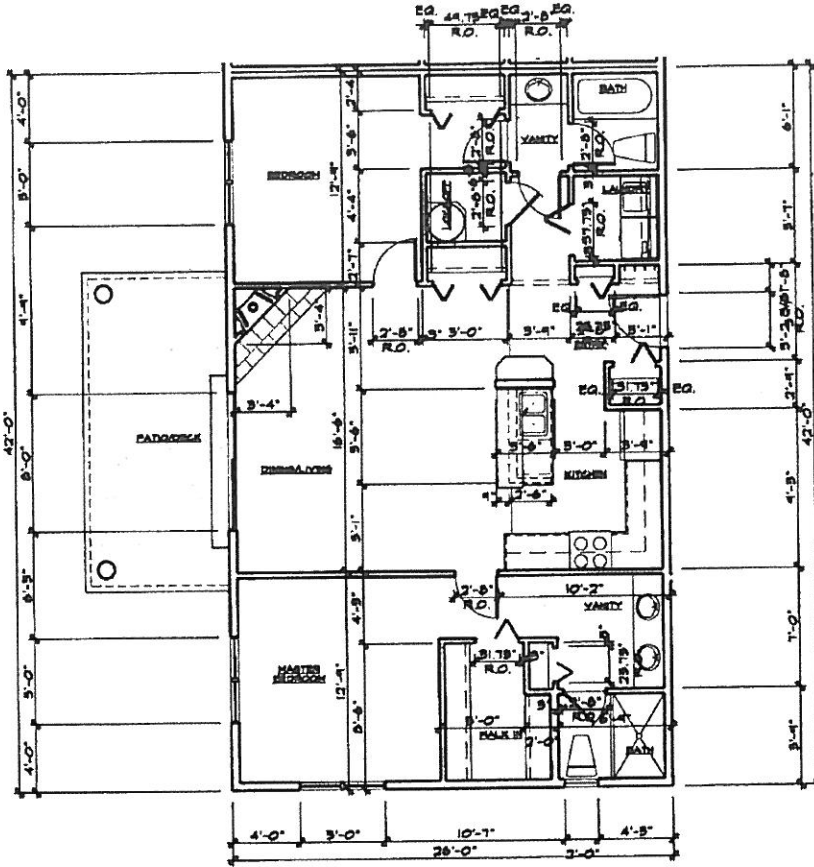


3 END ELEVATION
ASU SCALE NO SCALE



4 END ELEVATION
ASU SCALE NO SCALE

BUILDINGS A, B, C, & D
 APARTMENT 1, 2, 9, & 10



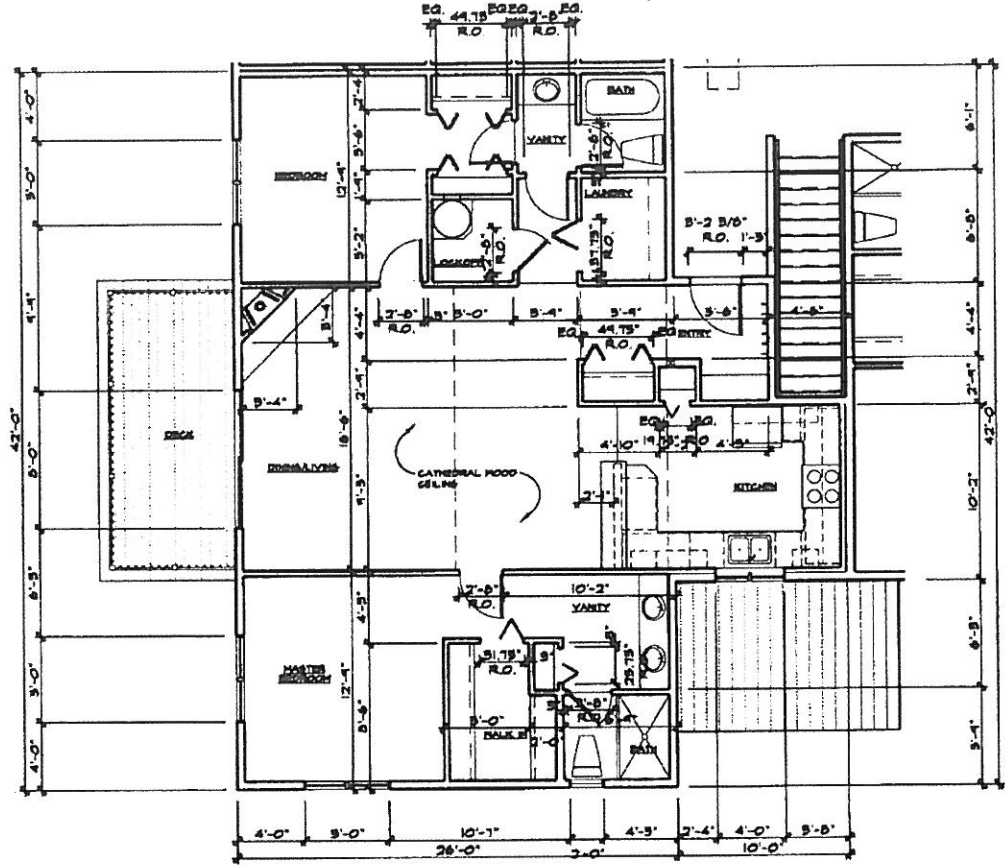
APARTMENTS
 1ST FLOOR CORNER PLAN

SCALE: 1/8" = 1'-0"

1092 50

EXHIBIT
 B1.5

BUILDINGS A, B, C, & D
 APARTMENT 11, 12, 19, & 20



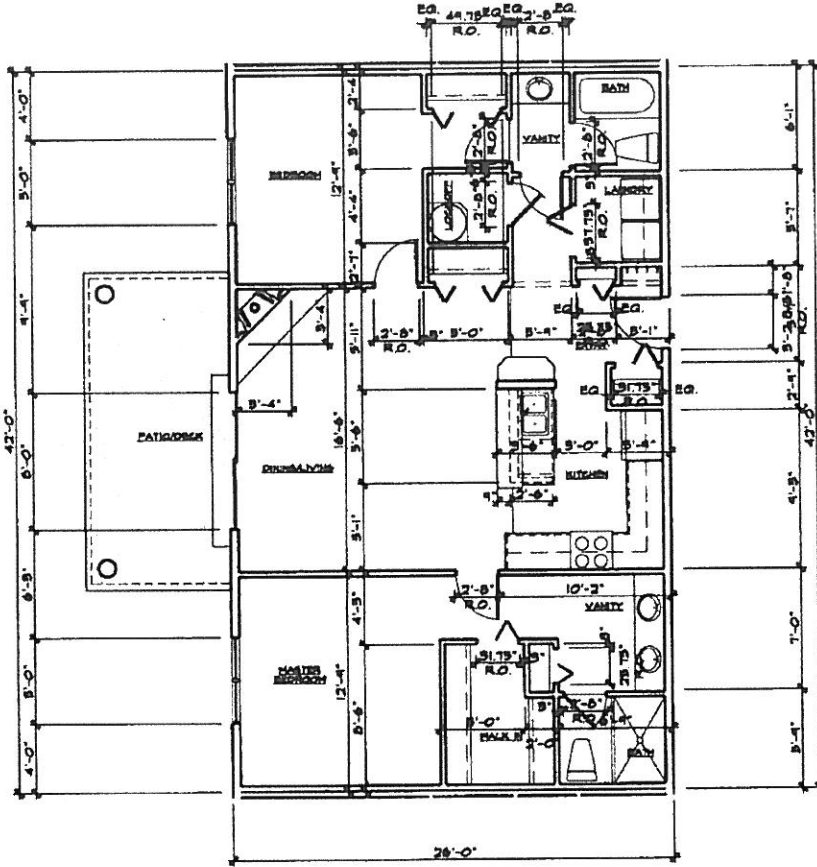
APARTMENTS
 2ND FLOOR CORNER PLAN

SCALE: 1/8" = 1'-0"

EXHIBIT
 B1.6

1238 SQ. FT.

BUILDINGS A, B, C, & D
 APARTMENT 3, 4, 5, 6, 7, & 8



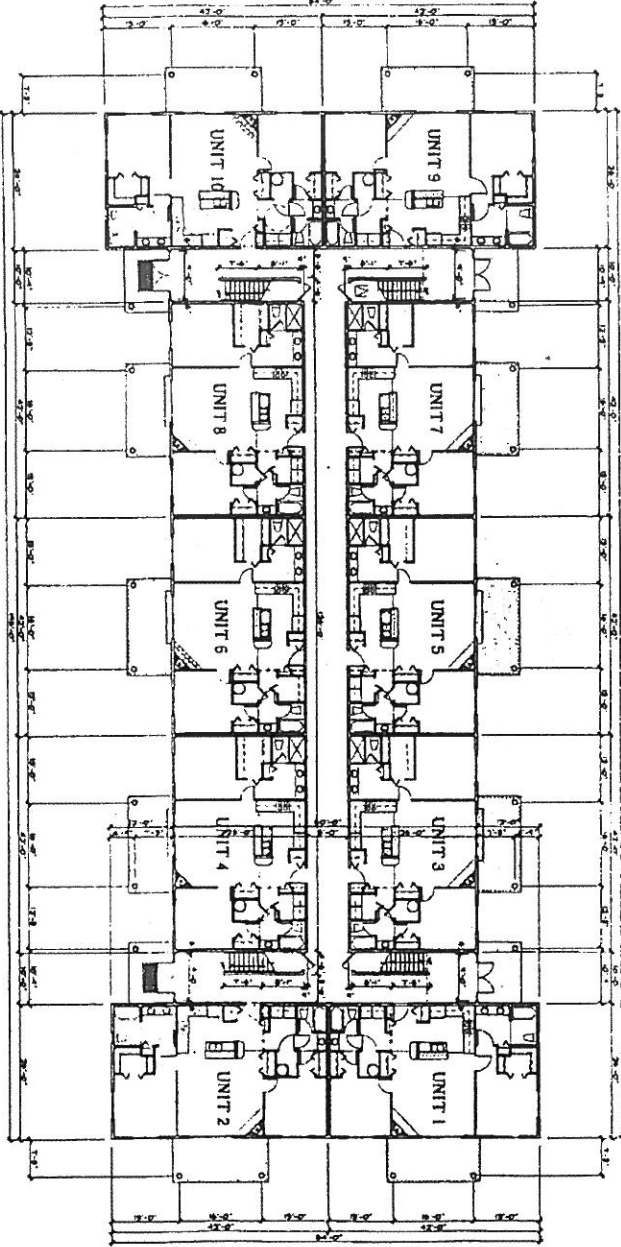
APARTMENTS
 1ST FLOOR PLAN

SCALE: 1/8" = 1'-0"

1092 SQ. FT.

EXHIBIT
 B1.7

1 APARTMENTS 1st LEVEL FLOOR PLAN - OPTIONAL
 A23 SCALE NO SCALE



BUILDINGS A, B, C & D
 UNITS 1-10

HANDICAP
 OPTIONAL

EXHIBIT
 B1.9



FIRELIGHT MEADOWS - CONDOS
 FULLER ARCHITECTS

UNITS 2, 4, 6, 8, 10, 16, 18, 24, 30, 32, 34, 48, 54, 56, 58, 60, 62, 68,
78, 80, 86, 92, 98, 104, 106, 108, 110, 116, 118, 120, 130, 136

UNITS 1, 3, 5,
7, 9, 15, 17, 23,
29, 31, 33, 47,
53, 55, 57, 59,
61, 67, 77, 79,
85, 91, 97, 103,
105, 107, 109,
115, 117, 119,
129, 135

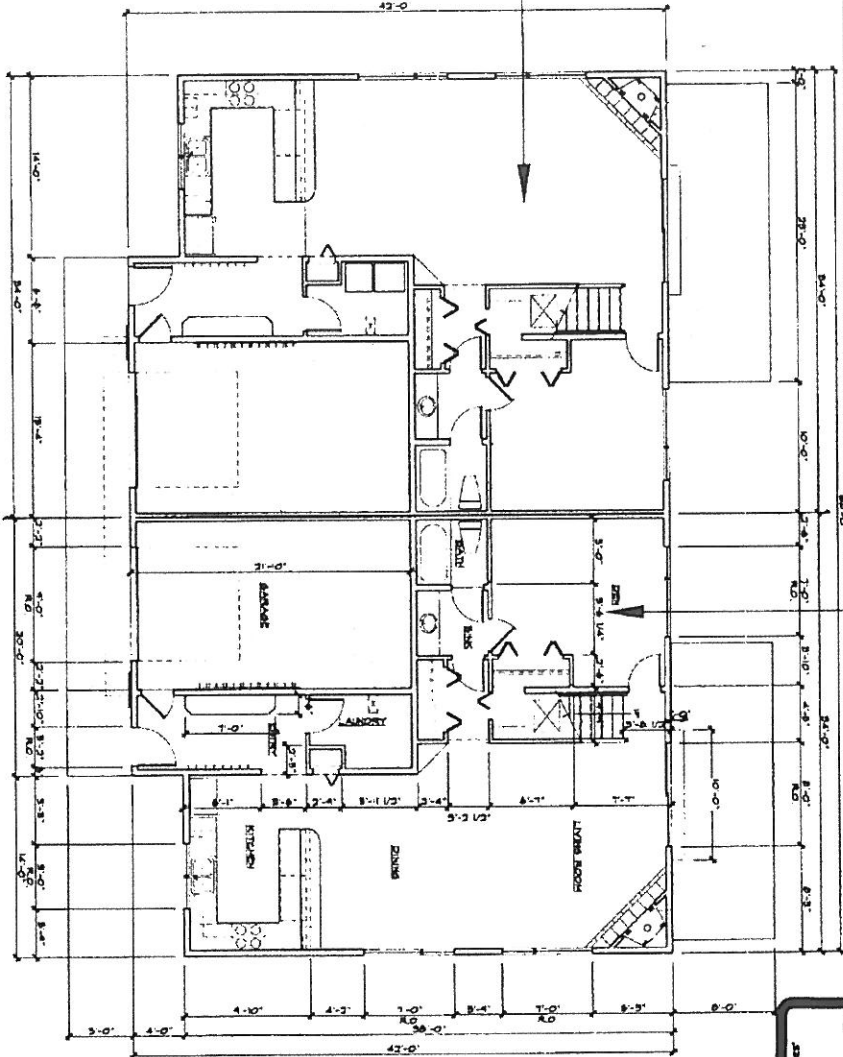


EXHIBIT
B2.1

BRIGHT MEADOWS - DUPLEX
FULLY DIMENSIONED
DATE: 03/07/2002 BY: [signature]



**DUPLEX VILLA
MAIN LEVEL FLOOR PLAN**

SCALE: NO SCALE

2062676

Page: 08 of 53
03/07/2002 04:04P



558 80

BRUNNEN VERBOD-QUALITÄT CO. ITT. NTC

UNITS 2, 4, 6, 8, 10, 16, 18, 24, 30, 32, 34, 48, 54, 56, 58, 60, 62, 68,
78, 80, 86, 92, 98, 104, 106, 108, 110, 116, 118, 120, 130, 136

UNITS 1, 3, 5,
7, 9, 15, 17, 23,
29, 31, 33, 47,
53, 55, 57, 59,
61, 67, 77, 79,
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105, 107, 109,
115, 117, 119,
129, 135

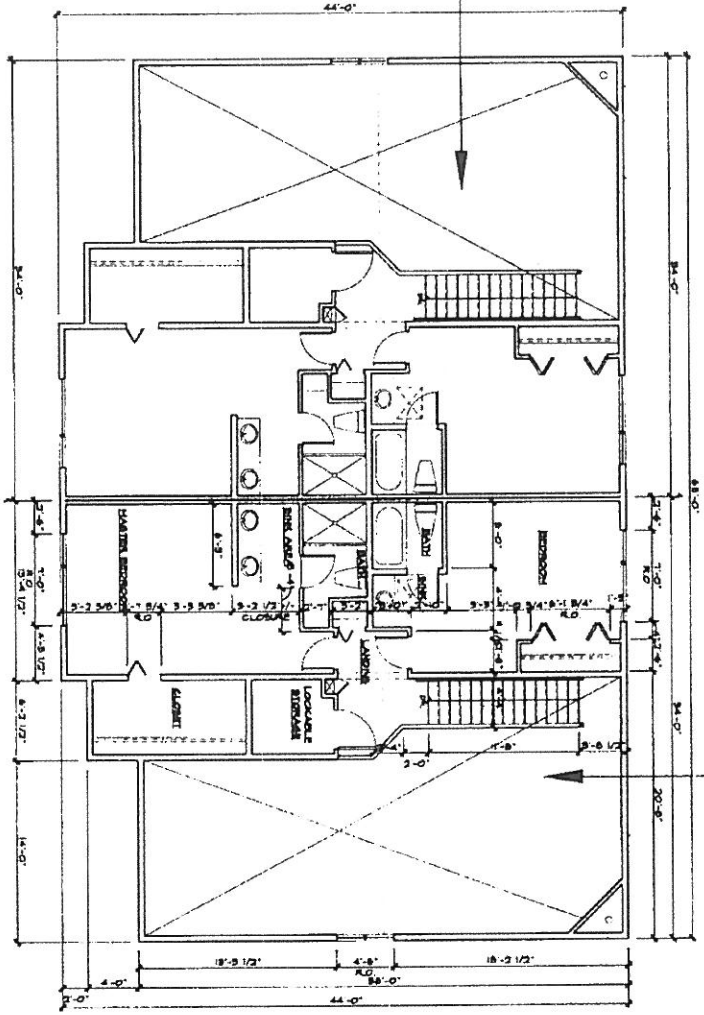


EXHIBIT
B2.2

**DUPLEX VILLA
UPPER LEVEL FLOOR PLAN**
SCALE: NO SCALE

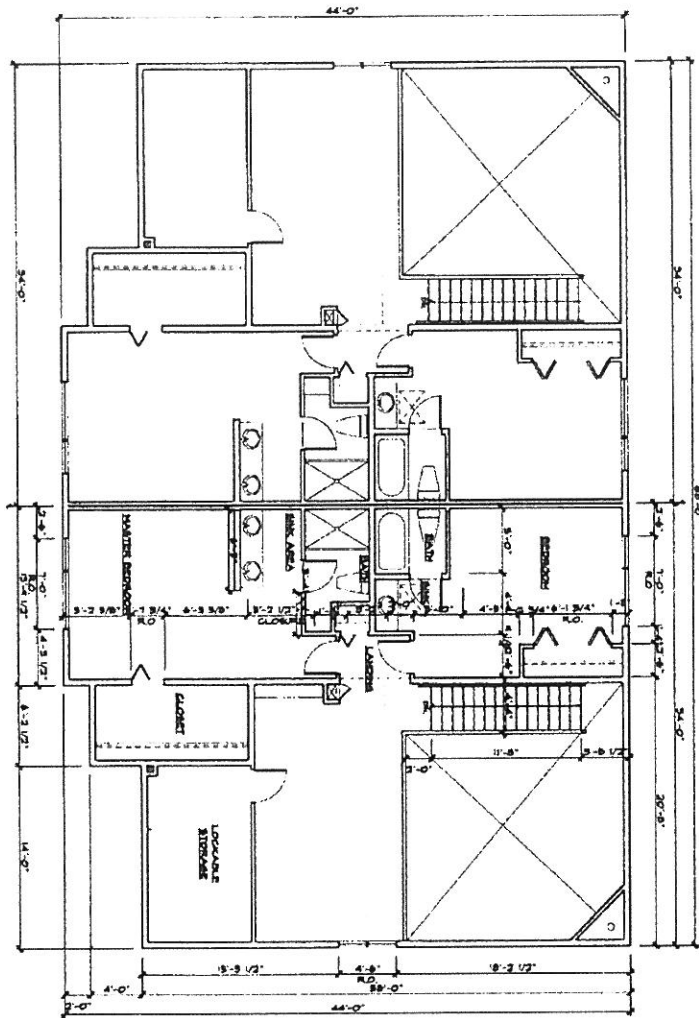
2062676
Page: 58 of 83
03/07/2002 04:34P



FIRELIGHT MEADOWS - DUPLEX
FLOOR PLAN
DATE: 03/07/2002
DRAWN BY: [Name]
CHECKED BY: [Name]



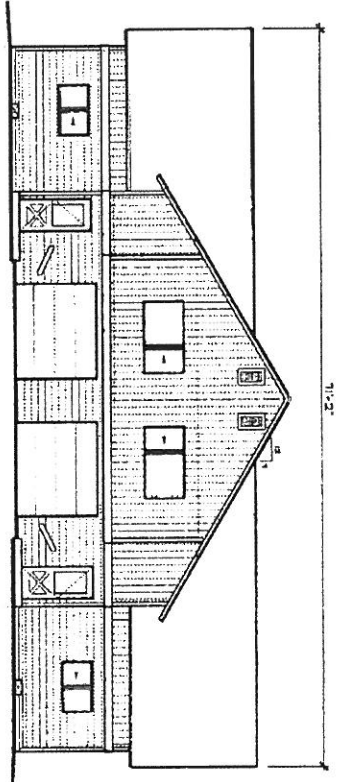
DUPLEX VILLA
 UPPER LEVEL FLOOR PLAN - OPTION
 SCALE: NO SCALE



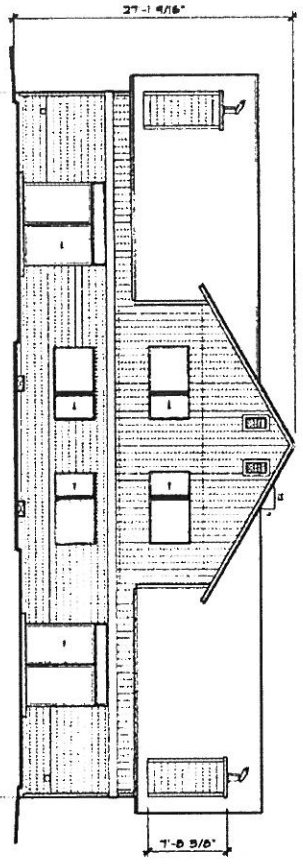
FIRELIGHT MEADOWS - DUPLEX
 ARCHITECT
 PROJECT NO. 20626 /6
 SHEET NO. 68 OF 83

EXHIBIT
 B2.3

- UNITS 1-2, 3-4, 5-6,
 7-8, 9-10, 15-16, 17-18,
 23-24, 29-30, 31-32,
 33-34, 47-48, 53-54,
 55-56, 57-58, 59-60,
 61-62, 67-68, 77-78,
 79-80, 85-86, 91-92,
 97-98, 103-104,
 105-106, 107-108,
 109-110, 115-116,
 117-118, 119-120,
 129-130, 135-136



1
 A31 SCALE NO SCALE
 DUPLEX VILLA
 FRONT ELEVATION - WITH OR WITHOUT LOFT

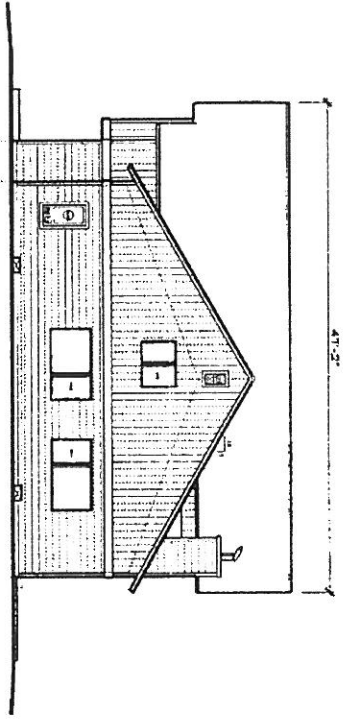


2
 A31 SCALE NO SCALE
 DUPLEX VILLA
 REAR ELEVATION - WITH OR WITHOUT LOFT

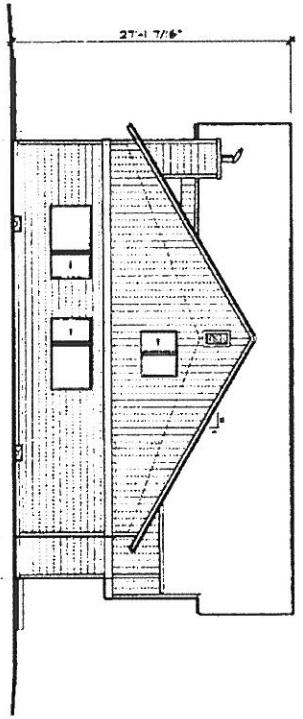
EXHIBIT
 B2.4

2062676
 Page: 65 of 69
 03/07/2002 04:04P
 Stanley Vander-Kaai LLC dba MT MISC 000,00

- UNITS 1-2, 3-4, 5-6,
 7-8, 9-10, 15-16, 17-18,
 23-24, 29-30, 31-32,
 33-34, 47-48, 53-54,
 55-56, 57-58, 59-60,
 61-62, 67-68, 77-78,
 79-80, 85-86, 91-92,
 97-98, 103-104,
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 117-118, 119-120,
 129-130, 135-136

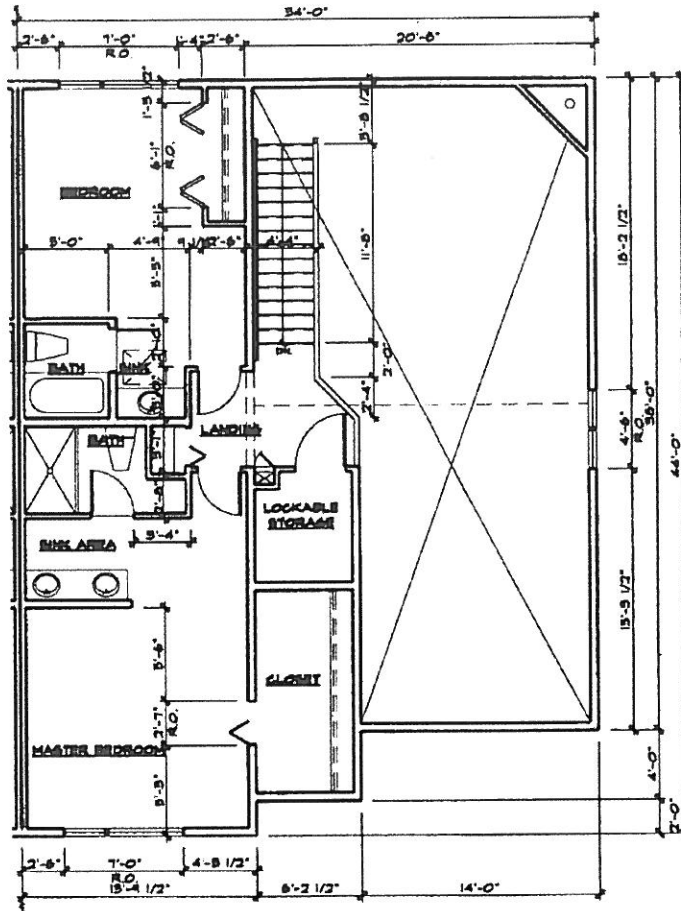


1
 A32
 DUPLEX VILLA
 TYPICAL END ELEVATION (NO LOFT)
 SCALE: NO SCALE



2
 A32
 DUPLEX VILLA
 END ELEVATION WITH LOFT
 SCALE: NO SCALE

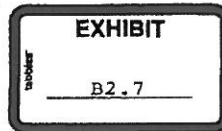
EXHIBIT
 B2.5

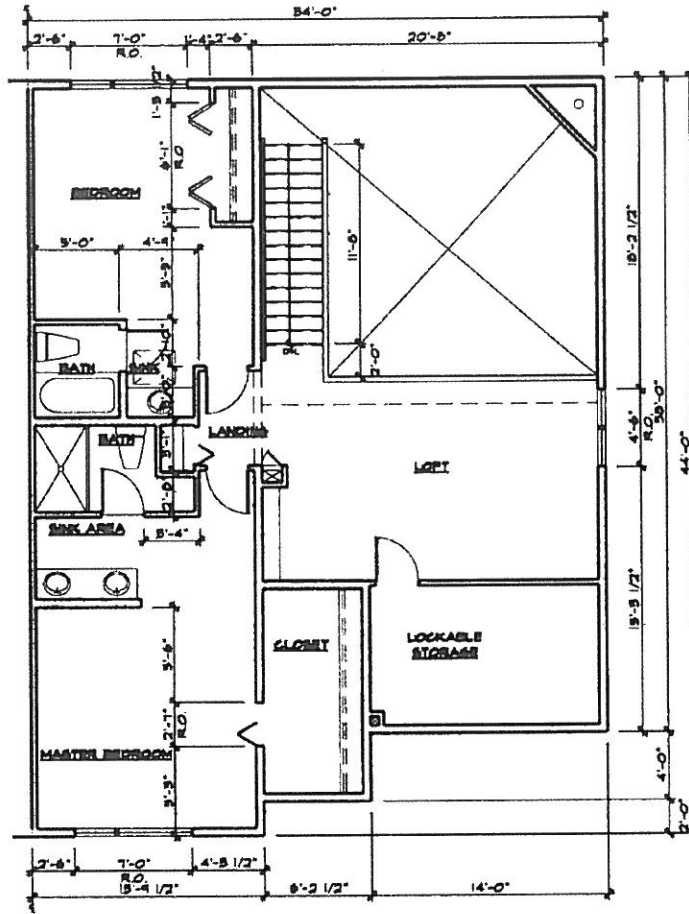


VILLA UPPER LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

764 SQ. FT.





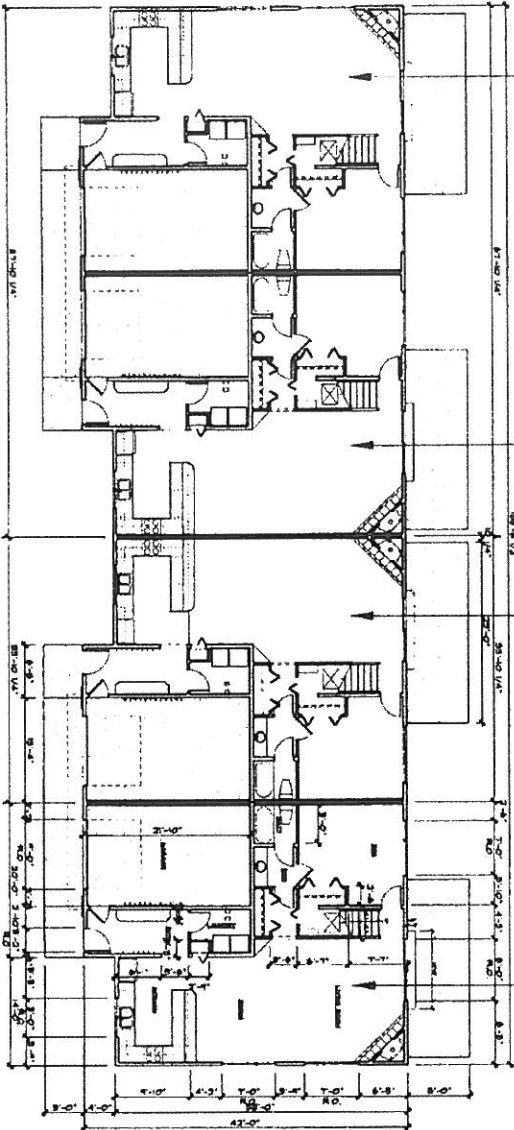
VILLA UPPER LEVEL FLOOR PLAN - LOFT OPTION

SCALE: 1/8" = 1'-0"

1056 SQ. FT.

EXHIBIT
B2.8

FOURPLEX VILLA
 MAIN LEVEL FLOOR PLAN
 AS SHOWN NO SCALE



UNITS 11, 19, 25, 35, 39,
 43, 49, 63, 69, 73, 81, 87,
 93, 99, 111, 121, 125, 131

UNITS 12, 20, 26, 36, 40,
 44, 50, 64, 70, 74, 82, 88,
 94, 100, 112, 122, 126, 132

UNITS 13, 21, 27, 37, 41,
 45, 51, 65, 71, 75, 83, 89,
 95, 101, 113, 123, 127, 133

UNITS 14, 22, 28, 38, 42,
 46, 52, 66, 72, 76, 84, 90,
 96, 102, 114, 124, 128, 134

EXHIBIT
 B3.1

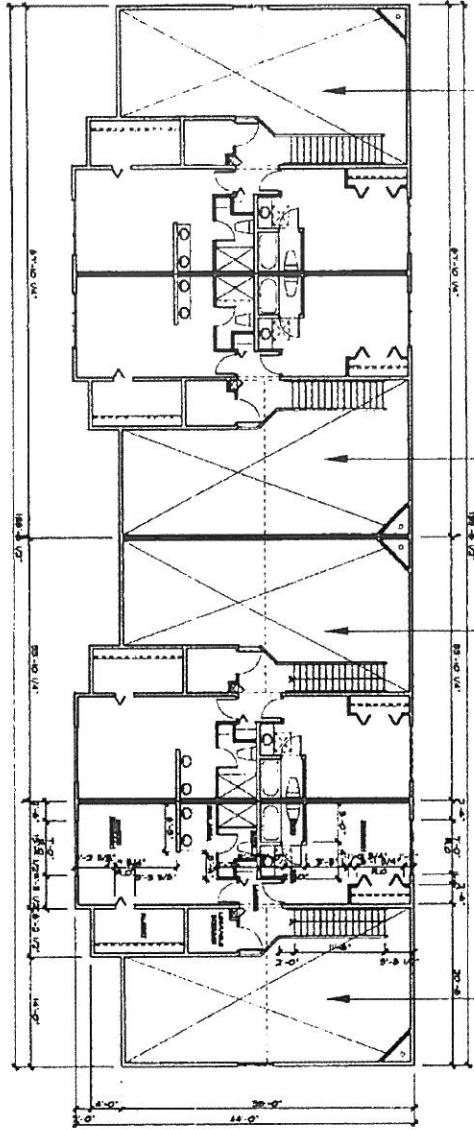
A91

STREIGHT MEADOWS - FOURPLEX (R-1)
 UNIT 11, 19, 21, 22

PREPARED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: [Date]

PROJECT ARCHITECTS
 [Firm Name]
 [Address]
 [City, State, Zip]

FOURPLEX VILLA
 UPPER LEVEL FLOOR PLAN
 SCALE: NO SCALE



UNITS 11, 19, 25, 35, 39,
 43, 49, 63, 69, 73, 81, 87,
 93, 99, 111, 121, 125, 131

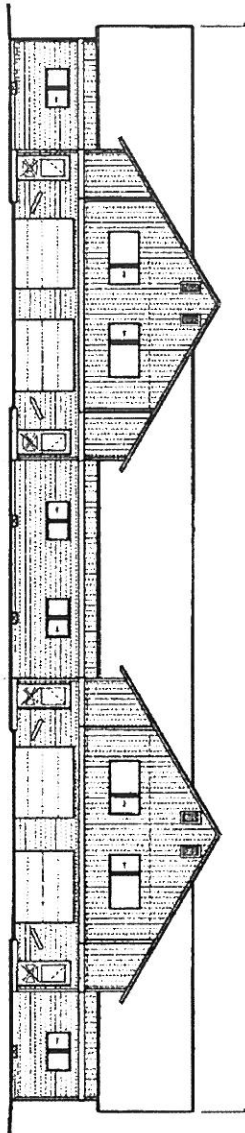
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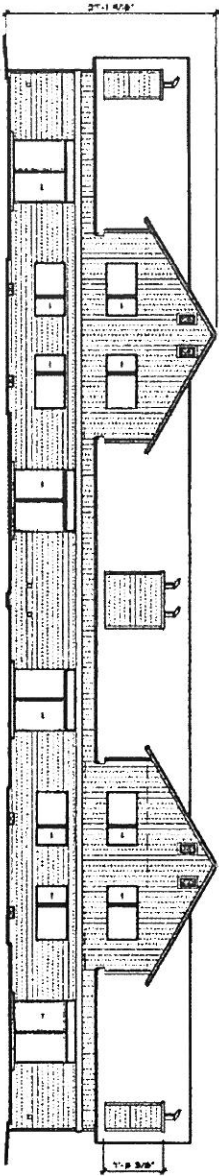
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 96, 102, 114, 124, 128, 134

EXHIBIT
 B3.2

UNITS 11-14, 19-22, 25-28, 35-38, 39-42, 43-46, 49-52, 63-66, 69-72,
 73-76, 81-84, 87-90, 93-96, 99-102, 111-114, 121-124, 125-128, 131-134



1
 AS1 SCALE NO SCALE
 FOURPLEX VILLA
 FRONT ELEVATION - WITH OR WITHOUT LOFT

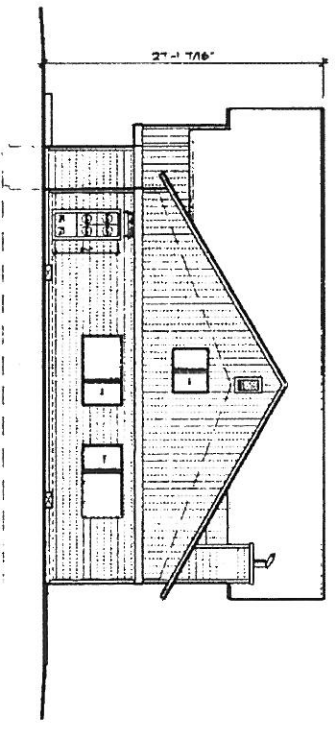


2
 AS1 SCALE NO SCALE
 FOURPLEX VILLA
 REAR ELEVATION - WITH OR WITHOUT LOFT

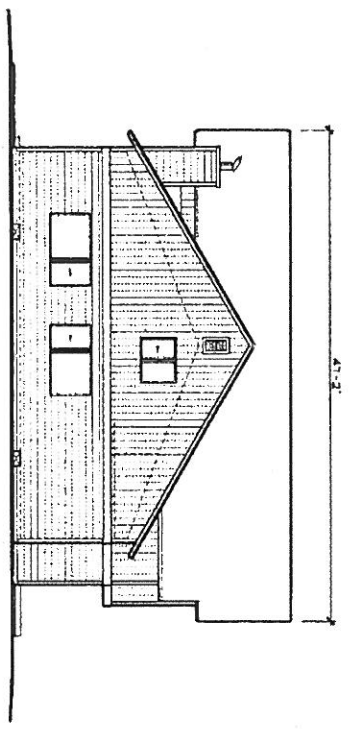
EXHIBIT
 B3.3

2062676
 SHELLY VANCE-CALISTON Co. HT. MISC. 006.00
 Date: 03 of 93
 03/07/2002 04:34P

UNITS 11-14, 19-22, 25-28,
 35-38, 39-42, 43-46, 49-52,
 63-66, 69-72, 73-76, 81-84,
 87-90, 93-96, 99-102, 111-114,
 121-124, 125-128, 131-134



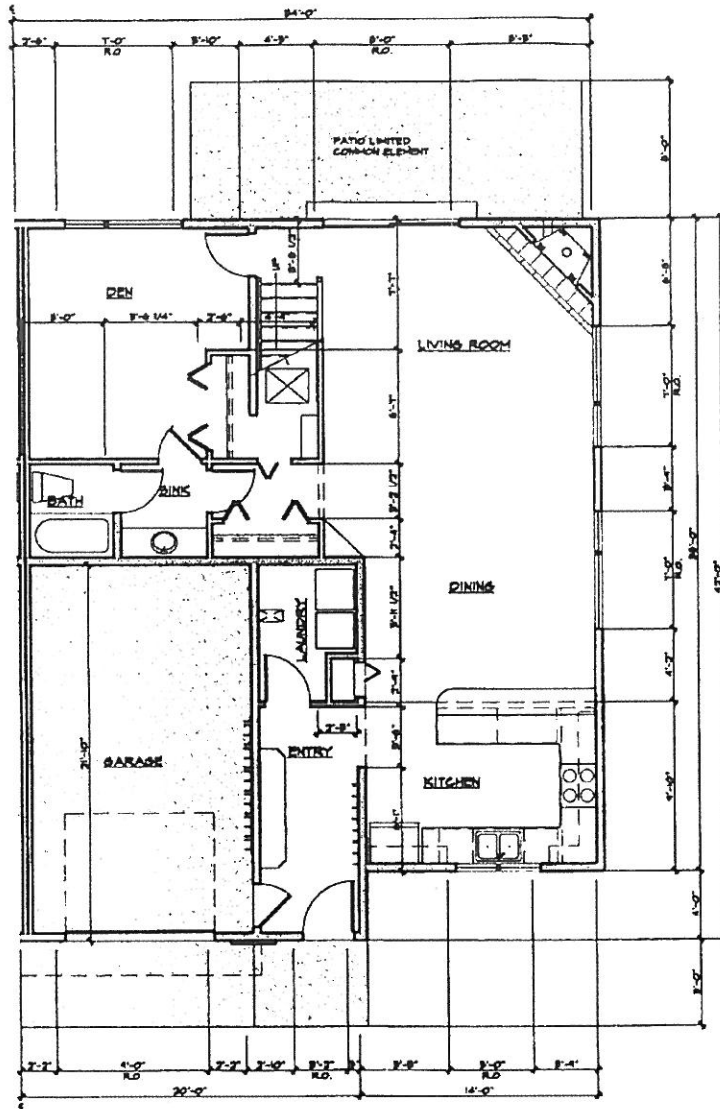
1
 FOURPLEX VILLA
 TYPICAL END ELEVATION (NO LOFT)
 SCALE: NO SCALE



2
 FOURPLEX VILLA
 END ELEVATION WITH LOFT
 SCALE: NO SCALE

EXHIBIT
 B3.4

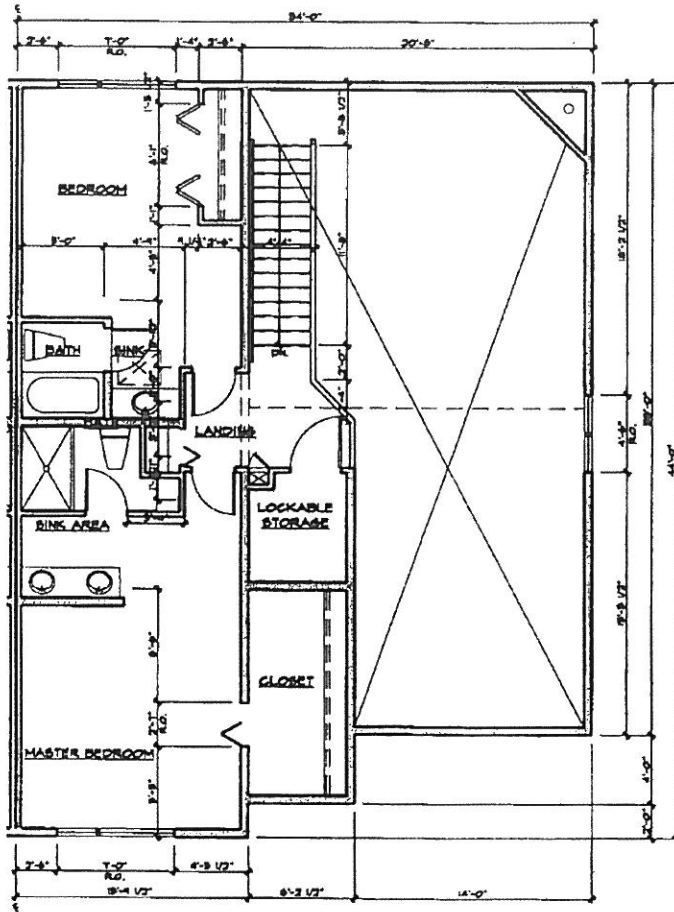

AS2
 ARCHITECTS
 1000 10th St, Suite 200
 San Francisco, CA 94103
 TEL: 415.774.8888 FAX: 415.774.8889
 WWW.AS2ARCHITECTS.COM
 PROJECT: FISHLIGHT MEADOWS - FOURPLEX (B-1)
 DATE: 11.14.02
 DRAWING: 03.01
 SHEET: 03.01
 SCALE: NO SCALE
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 DATE: [Date]



VILLA MAIN LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0" MAIN FLOOR 1080 SQ. FT.
 GARAGE 291 SQ. FT.

EXHIBIT
B3.5



VILLA
UPPER LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

764 SQ. FT.

EXHIBIT
B3.6

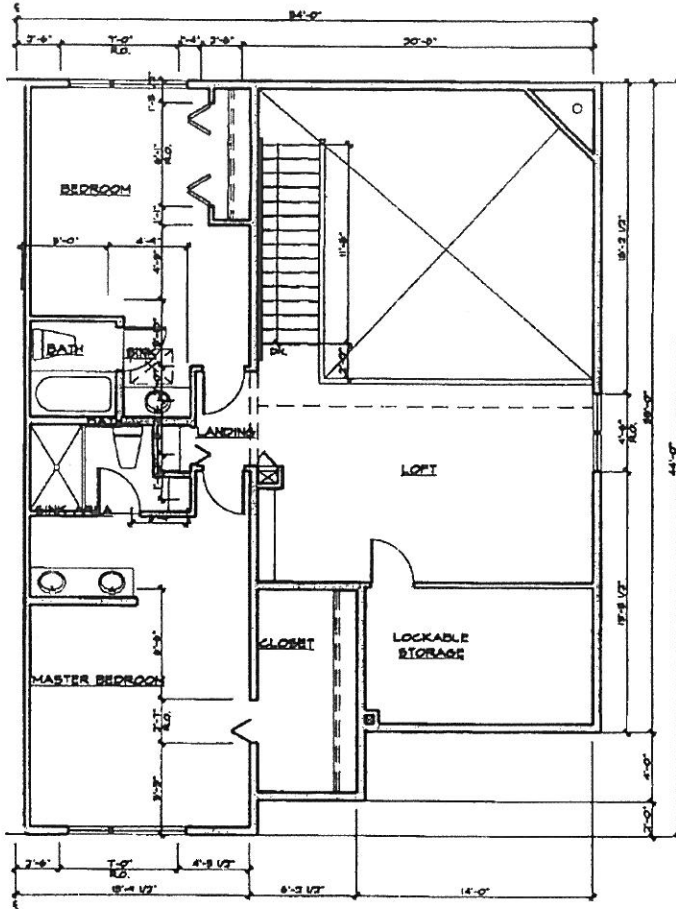


EXHIBIT
 B3.7

VILLA
UPPER LEVEL FLOOR PLAN - LOFT OPTION

SCALE: 1/8" = 1'-0"

1056 SQ. FT.

EXHIBIT "C-1"

CERTIFICATE OF REGISTERED ARCHITECT

STATE OF MONTANA)
)
:SS.
County of Gallatin)

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

1. That he or she is a registered architect in the State of Montana and has reviewed the floor plans attached to and filed with the Declaration for Firelight Meadows Condominiums or being simultaneously filed with an amendment to the Declaration.

2. That the plans are an accurate copy of the plans filed with and approved by the County officers having jurisdiction to issue building permits, if any.

3. That he or she certifies and verifies that the said floor plans fully and accurately depict the layout of the units and floors of each building, square feet, unit designation and dimensions of each of the following buildings and units as built: Building No. _____ Units No. _____, and that the date construction was completed on the said building and units was the _____ day of _____, 20__.

DATED this _____ day of _____, 20__.

Registered Architect

Montana Registration No. _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

NOTARY PUBLIC for State of Montana
Residing at _____
My Commission expires _____
(Notary Public)

EXHIBIT "C-2"

CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF MONTANA)
)
) :SS.
County of Gallatin)

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

1. That he or she is a registered professional land surveyor in the State of Montana and has reviewed the site plan attached to and filed with the Declaration for Firelight Meadows Condominiums or being simultaneously filed with an amendment to the Declaration.

2. That he or she certifies and verifies that the said site plan fully and accurately depicts the location of the building and units shown on the site plans of each of the following buildings and units as built: Building No. _____ Units No. _____, and that the date construction was completed on the said units was the _____ day of _____, 20__.

DATED this _____ day of _____, 20__.

Registered Professional Land Surveyor

Montana Registration No. _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

(Notary Public)

NOTARY PUBLIC for State of Montana
Residing at _____
My Commission expires _____

EXHIBIT "C-3"

AMENDMENT TO DECLARATION FOR FIRELIGHT MEADOWS CONDOMINIUMS

Comes now, Firelight Meadows, L.L.C., the Declarant, and amends the Declaration for Firelight Meadows Condominiums dated the ___ day of _____, 20___, and recorded on the ___ day of _____, 20___, in Book _____, Page _____, records of the Clerk and Recorder of Gallatin County, Montana, to add a Certificate of Registered Architect hereto as Exhibit C-1 for Building _____, Units _____.

Firelight Meadows, L.L.C.

By: _____
Managing Member

STATE OF MONTANA)
 :ss
County of Gallatin)

This instrument was acknowledged before me on the ___ day of _____, 20___, by _____ as Managing Member of Firelight Meadows, L.L.C.

NOTARY PUBLIC for the State of Montana
Residing at: _____
My Commission Expires: _____