

After recording return to:

Moore, O'Connell & Refling, P.C.
P.O. Box 1288
Bozeman, MT 59771-1288



2294856

Page: 1 of 29
03/21/2008 12:37P

Charlotte Mills-Gallatin Co MTMISC 223.00

RESTATED DECLARATION OF UNIT OWNERSHIP FOR DUCK CREEK TOWN HOMES

BMKM, LLC, a Montana Limited Partnership, of 1500 Poly Drive, Suite 300, Billings, MT 59102 (hereafter "Declarant"), owner of all of the lots described below, does hereby make and submit for filing the following **Restated** Declaration under the Unit Ownership Act of the State of Montana, Section 70-23-101, et seq. Montana Code Annotated.

1. RECITALS.

A. This Restated Declaration replaces the Declaration filed on September 22, 2005, as Document No. 2202828, in its entirety. This Restated Declaration also replaces the amendments filed on February 27, 2007, as Document Nos. 2258015, 2258016, and 2258017, in their entireties. The Declaration filed as Document No. 2202828 stated the name of the condominium community as the Baxter Meadows Central Condominiums. The new name of the unit ownership community is the Duck Creek Town Homes. Any future references to the unit ownership community should state the name as the Duck Creek Town Homes.

B. Declarant has caused the "Duck Creek Town Home Association, Inc.," a Montana nonprofit corporation, to be incorporated under the laws of the State of Montana, as an owners' association, for the purpose of exercising the functions as herein set forth.

2. DEFINITIONS.

In the interpretation of this Declaration and By-Laws of Duck Creek Town Home Association, the following definitions shall apply:

(a) "Association" means the Duck Creek Town Home Association, being all the unit owners acting as a group in accordance with this Declaration and duly adopted By-Laws.



2294856

Page: 2 of 29
03/21/2008 12:37P

- (b) "Building" means a two (2) or three (3) unit building comprising a part of the Duck Creek Town Home property.
- (c) "Capital expenses" means the expense of capital improvements to common areas; "capital improvements" are improvements to the common areas not constructed by Declarant.
- (d) "Common elements" means the general common elements and the limited common elements.
- (e) "Declaration" means this Declaration of Unit Ownership for Duck Creek Town Homes.
- (f) "Developer" or "Declarant" is BMKM, LLC, or any person or entity to whom BMKM, LLC transfers or assigns its development rights hereunder. A grant of a deed to a single completed unit by Declarant shall not be deemed a transfer of development rights.
- (g) "Eligible Mortgage holder" means the holder of a first mortgage or trust indenture on any unit who has requested, in writing, that the Association notify it of any proposed action requiring the consent of a specified percentage of eligible mortgage holders.
- (h) "General common elements" are defined in Section 6(a) of this Declaration, and include expansion land if that land has been subjected to the provisions of this Declaration. Any portion of the project not identified as part of a unit or as a limited common element shall be a general common element.
- (i) "Limited common elements" means those common elements designated in this Declaration or by agreement of the unit owners as reserved for the use of fewer than all of the unit owners.
- (j) "Live work unit" is Unit 3, 4, 9, 10, 15, 16, 20, and 21 of Lots 1, 2 and 3, Block 14, Baxter Meadows, Phase 2C and 2D and is further defined in Section 6 of this Declaration.
- (k) "Period of Declarant Control" shall mean: (1) the period of time commencing on the date of recordation of this Declaration and expiring on the earlier of seven years thereafter; or (2) 60 days after conveyance of 90% of the Units that may be created or made subject to this Declaration, after conveyance of those Units to Owners other than Declarant, or a builder; or (3) two years after the last conveyance of a Unit by the Declarant or a builder in the ordinary course of business; or (4) two years after any right to annex property was last exercised; provided, however, that if the Period of Declarant Control has not terminated pursuant to the foregoing



provisions, the Period of Declarant Control shall in any case terminate on the date upon which all property subject to annexation to the Community has become a part of the Community and the last Unit within the Community has been conveyed by the Declarant.

(l) "Unit" is Unit 1, 2, 5, 6, 7, 8, 11, 12, 13, 14, 17, 18, 19, 22, and 23 of Lots 1, 2 and 3, Block 14, Baxter Meadows Phase 2C and 2D and is further defined in section 6 of this Declaration.

(m) "Unit owners or owner" means the person, partnership, LLC or corporation owning a unit, including a contract purchaser if a Notice of Purchaser's Interest is recorded with the Gallatin County Clerk and Recorder, and including co-owners. A lessee of a unit shall not be considered a unit owner, unless as designated by the owner of record, following the procedures set forth in Mont. Code Ann. § 70-23-102(16).

3. SUBMISSION TO UNIT OWNERSHIP.

The purpose of this Declaration is to submit the real property described below and the improvements constructed thereon to the form of ownership and use provided by Chapter 23, Title 70, Montana Code Annotated, hereinafter referred to as the "Montana Unit Ownership Act". The definition of terms in this Declaration and the By-Laws of the Association shall be those definitions used in the Montana Unit Ownership Act, except as otherwise provided above. The real property included within the project, which shall be named "Duck Creek Town Homes", is located in Gallatin County, Montana, is owned in fee simple by the Declarant, and is more particularly described as follows:

Lots 1, 2, 3, 4, Block 14, Baxter Meadows, Phase 2C and 2D, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Said County.

The provisions of this Declaration and the By-Laws of The Duck Creek Town Home Association shall be covenants running with the land and shall be binding on all owners, their tenants and guests, for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

4. EXPANSION AND CONSTRUCTION.

Declarant hereby reserves the right unto itself and unto its member of the declarant entity, Baxter Meadows Development, L.P., in Declarant's sole discretion, or that of its assigns, at any time during the Period of Declarant Control to expand the Duck Creek Town Home project by adding any portion of the real property within Baxter Meadows Subdivision north of Equestrian Lane or west of the Spring Ditch, both shown on the attached Exhibit B, to the project, and constructing additional town homes and common



area improvements upon said property without the consent of any unit owner, mortgagee, or trustee or beneficiary of any trust indenture.

This property is hereafter referred to as the expansion property.

Declarant may proceed with expansion subject to the following conditions:

(a) Declarant, or its assigns, may add any or all of the expansion lots to the project at any time during the period of Declarant control. Prior to conveyance of the first town home located upon an expansion lot, Declarant shall execute and record an amendment to this Declaration, adding the expansion lot to the provisions of this Declaration and submitting the expansion lot to the provisions of the Montana Unit Ownership Act. The Amendment shall include floor plans for the town homes built upon the expansion lot, and a site plan showing the location of said town homes, if different than the plans attached to this Declaration, and shall set forth a reallocation of the percentage of undivided interest of each unit in the common elements. Upon addition of an expansion lot, the undivided interest of each unit in the common elements shall be equal to one divided by the total number of town homes in the project at that time.

(b) From and after the recording date of such amendment, the following consequences shall ensue:

(i) The provisions of this Declaration shall be applicable to all of the property included in the Duck Creek Town Home project and to all persons who use the facilities of the project.

(ii) The owners of each expansion town home shall have nonexclusive rights to use general common areas to the same extent as the owners of all other completed town homes.

(iii) The owners of each new completed expansion town home shall be assessed in accordance with their ownership interest in the common elements. However, no new town home shall be assessed for, nor shall it have any obligation for debts or deficits of the Association in existence at the effective date of the town home's first occupancy.

(iv) Each town home shall be treated as a part of the project, developed as a whole from the beginning, except to the extent otherwise provided herein. From and after the date of the amendment, the new town homes shall be treated as though they had been developed, held, occupied and used by the owners as part of a single, undivided project.

(c) The buildings on the expansion lots shall be similar in materials, style and quality of construction to the existing buildings.



(d) The exterior of the building and other improvements upon an expansion lot, except landscaping, must be substantially completed prior to addition of the expansion lot to the Duck Creek Town Home project.

To facilitate expansion of the project, Declarant hereby:

(e) Reserves an easement over and upon common elements for the purpose of access for constructing additional town homes and common elements.

(f) Reserves solely to Declarant the right to grant utility easements reasonably necessary to the ongoing development of the project, without approval of any Unit Owner.

(g) Reserves the right to use water and power provided to the above-described property or any town home for construction purposes, provided that Declarant shall reimburse the supplying unit owners for the reasonable cost of such water and power.

(h) Reserves the right to amend this Declaration, without approval of any Unit Owner, to create additional general or limited common elements, to provide that the project has been terminated and no further town homes will be constructed, to change the location on an expansion lot of the building, to add a more complete description of expansion town homes, to record additional plats and plans to supplement or modify those included herein, and to amend the percentage of interest in common elements attached to each town home, in accordance with the provisions of this Declaration. Each unit owner, and each holder of a mortgage or trust indenture on a town home, by acceptance of a deed to the town home or by recordation of a mortgage or trust indenture on the town home, shall be deemed to consent to amendment of this Declaration and to grant unto Baxter Meadows Development, L.P., its successors and assigns, a limited irrevocable power of attorney to amend this Declaration in accordance with this plan of expansion. Recordation of amendments modifying the percentage of interest in common elements attached to each town home shall be deemed a conveyance, transferring title in the common elements in accordance with the amendment.

Any liens arising as a result of Declarant's ownership of and construction of additional units shall not attach to the interests of existing Unit Owners or those of first mortgagors of existing units.

5. DESCRIPTION OF PROJECT.

The project consists of seven (7) buildings, with two (2) town homes and one (1) building with three (3) town homes in each building. The planned locations of the buildings are shown on the site plan, attached hereto as Exhibits A and B. The buildings shall be



of wood frame construction, seamless steel siding with brick veneer, concrete foundation, and architectural asphalt shingle roof as shown and described on Exhibits C and C1. Interior walls will be of sheetrock. There will be one (1) primary floor plan used as certified by the architect per Exhibit B1. That floor plan is shown on attached Exhibits D, D1, E, and E1, and by this reference is included herein. All town homes will be two (2) stories with no basement, and an attached 2 car garage. All town homes will have a similar amount of living space and the live work units will have additional space designated as a den/office as shown on Exhibits C and C1. Rooms designated on Exhibits D and D1 as "multipurpose" shall not be used as bedrooms. If these rooms are utilized as bedrooms and/or closets are constructed, parking in accordance with UDO Section 1846 shall be provided. The dimensions of each unit and the approximate square footage of each unit is indicated on Exhibit A. Developer does reserve the right, to modify or change the plans shown on Exhibits A, B, C, C1, D, D1, E and E1 and to change the location of individual buildings upon the real property described above, without consent of any other owner or any lender.

6. DESCRIPTION OF UNIT.

Each town home unit and live work unit consists of the area bounded by the exterior surfaces of the walls of the building, the soil under the concrete floor, the exterior of the roof, and the common wall between the town homes in a building, to the center of the common wall separating the town homes. The land beneath a town home and the land beneath the garage, private driveway, walkways and patios or decks serving only one town home shall be a part of the unit. The driveway, porch, deck or patio, the air conditioning compressor, if any, and the sidewalks serving a single town home are also part of the unit.

Utility lines and pipes which serve only one town home shall be a part of the unit from the interior of the unit to the point where they join public utility lines.

7. COMMON ELEMENTS.

- (a) The general common elements include all unfenced front yard areas, the fences installed by Declarant, and all other elements of the project which serve all units, all subject to each unit owner's right to exclusive use of the limited common elements.
- (b) Each unit's fenced yard is a limited common element reserved for the use of the single unit served.

8. AGREEMENT OF OWNERS REGARDING PROPERTY TAXES.

Pursuant to 15-8-511(1) MCA (2007), all owners of units in Duck Creek Town Homes hereby agree that for purposes of assessing the Duck Creek Town Home property for property taxes, all of the land included in each lot for the Duck Creek Town Home project shall be deemed to be a general common element by the Montana Department of Revenue. This Agreement shall run with the land and be binding upon all owners, their heirs, successors and assigns, unless revoked by all owners. Per the certification of the



County Assessor, attached hereto as Exhibit F, all property taxes and assessments due on the real property described in Paragraph 3 above are paid as of the date of this declaration.

9. MEMBERSHIP IN DUCK CREEK TOWN HOME ASSOCIATION.

Each unit owner shall be a member of Duck Creek Town Home Association. Membership shall be appurtenant to and may not be separated from ownership of a unit. Owners shall be entitled to one vote for each Unit owned. When more than one person owns an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to a single Unit.

10. OWNERSHIP.

Each unit, an appurtenant undivided interest in the common elements, the use of limited common elements reserved for that unit and the assessment account for that unit shall be inseparable, and may be conveyed, devised or encumbered only as a whole. Any conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an individual unit owner's interest in the common elements shall be void unless the unit to which that interest is attached is also included in the transfer.

Each unit owner shall be a fee simple owner of such unit and of an undivided interest in the common elements, subject to the provisions of this Declaration and the By-Laws of the Duck Creek Town Home Association.

The undivided interest in the common elements appurtenant to the first twenty-three (23) units shall be 1/23 each. If the project is expanded, the percentage of undivided interest of each town home in the common elements shall be equal to one divided by the total number of completed town homes in the project.

11. USE.

The primary use for which each unit is intended is that of a residential dwelling as governed by this Declaration and the provisions of this paragraph. Additional restrictions on use are set forth in the Bylaws of the Association.

(a) Unit Owners are responsible for the maintenance, repair and replacement of the Improvements and properties located within their Unit boundaries which are not specifically the obligation of the Association to maintain, replace and keep in good repair, including exteriors of windows and doors of their Unit.

(b) Each Unit, at all times, shall be kept well maintained, in good repair and condition, and in a clean, sightly, and wholesome condition. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Community except such sign or signs as may be approved in writing by the Executive Board.

(c) No bicycles, boats of any kind, sport or recreational equipment, trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, building materials or any item or personal property or other items found by the Association to be objectionable to the Association shall be permitted to remain exposed upon or within any Unit, or, upon or within the Limited Common Elements, balcony, patio or deck of a Unit, or otherwise, so that the same are visible from any neighboring Unit, or any street.

(d) The Association, and its agents, after 30 days notice to the Unit Owner, shall have the authority to enter, replace, maintain, repair and clean up Units which do not conform to the provisions of this Section, and to charge and collect from the Unit Owners thereof all reasonable costs related thereto as an Assessment hereunder.

(e) The Board, upon written resolution, shall have the authority to require all Owners to do any act or perform any work involving portions of the Community which are the Owner's maintenance responsibility, which will, in the Board's sole discretion, conserve common utilities.

(f) Restrictions on Animals and Pets. Pets, including cats, dogs, birds, reptiles, or other household animals, hereinafter for brevity termed "animal," may be kept, maintained or harbored in a Unit, *if* the number of pets is limited to two (2), and *if* the animal is not a nuisance to other Owners or occupants. No Owner or resident shall maintain any animal which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or occupants in the Community or is otherwise considered to be a dangerous breed, as may be further defined in the Rules and Regulations. If an animal is deemed a nuisance, the Owner or person having control of the animal shall be given a written notice to correct the problem. If not corrected, that Owner, upon a second written notice, will be required to remove the animal from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any. The written notices provided for in this Section shall be issued by the authorized representative of the Association or, if there is no authorized representative then by one or more of the members of the Executive Board of the Association. Animals may not be kept for any commercial purposes. Animals are not permitted in the recreational areas. When on the Common Elements, animals must be on a leash and under the control of the Owner of the animal. Feces left by animals upon the Common Elements, or in any Unit, must be removed promptly by the owner of the animal or the person responsible for the animal. Animals shall not be allowed to defecate or urinate on any patio or balcony in the Community. Owners shall hold the Association harmless from any claim resulting from any action of their animals.

(g) Antennae Restrictions and Covenants. Exterior television, satellite or other antenna are allowed only to the extent expressly permitted under applicable federal statutes or regulations ("Permitted Antennas"). Permitted Antennas shall be installed in the least conspicuous location available on the Unit which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may



adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Unit.

(h) Nuisances. No nuisance shall be permitted within the Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Unit Owner or which may unreasonably interfere with the peaceful enjoyment or possession of the proper use of a Unit or Common Element, or any portion of the Community by Unit Owners. Further, hazardous or unsafe activities, unreasonably bright or glaring lights, loud noises or odors, and no immoral, improper, offensive or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed. As used herein, the term "nuisance" shall not include any activities of Declarant or its assignees which are reasonably necessary to the development and construction of Improvements within this Community; *provided, however*, that such activities shall not unreasonably interfere with any Unit Owner's use and enjoyment of their Unit, or any Unit Owner's ingress and egress to or from their Unit or a public way.

(1) Articles of clothing and furnishing shall not be air-dried using exterior clothes lines nor hung over balconies, such that such articles are visible to residents within the Association.

(2) Holiday decoration must be removed or made invisible no later than 30 days after the date of the respective holiday.

(i) Vehicular Parking, Storage, and Repair Restrictions and Covenants.

Vehicular parking upon the Common Elements and Limited Common Elements shall be regulated by the Executive Board. Each parking area may be subject to designation of individual spaces as a Limited Common Element appurtenant to certain designated Units. Parking designated as visitor or guest parking shall not be used by Owners or their family members residing with them. All other parking spaces shall be used by the Owners for self-service parking purposes on a "first come, first served" basis; *provided, however*, that no Owner shall park more than one vehicle (owned or leased by such Owner, a member of his or her family or occupant of his or her Unit) on the Common Element parking spaces without the prior written consent of the Executive Board. While any buildings under construction or completed are owned by Declarant, use of the parking spaces adjacent to that building may be restricted to Declarant's use for construction and sales purposes.

Oversized vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation, may not



be parked or stored within the Community, unless such parking or storage is parked in a garage or is authorized in writing by the Executive Board of the Association: Any such oversized vehicle may be parked temporarily (for up to four hours) for loading, delivery of goods or services, or emergency. Overnight parking of these vehicles is prohibited. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of the Common Elements, Units, Limited Common Elements or any Improvement located thereon.

No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked within the Community. In the event that the Association shall determine that a vehicle is abandoned or inoperable, then a written notice describing said vehicle shall be personally mailed to the Unit Owner thereof or shall be conspicuously placed upon the vehicle. If the abandoned or inoperable vehicle is not removed within 72 hours after providing such notice, the Association shall have the right to remove the vehicle, and the owner thereof shall be solely responsible for all towing and storage charges.

No activity such as, but not limited to, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted in the Community, unless conducted inside of a garage.

Garages and designated parking spaces (designated as a part of a Unit, a Limited Common Element or as a part of Common Elements) are restricted to use for access or as a parking space for vehicles.

The conversion or alteration of garages into living areas, storage areas, work shop areas, or any other modification or alteration of the garages which would hinder, preclude or prevent the parking of the number of vehicles for which the garage was originally designed is prohibited, without the written consent of the Architectural Review Committee and the Association.

Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

(j) Restrictions on Structural Alterations and Exterior Improvements. No structural alterations to any Unit or any Common or Limited Common Elements shall be done by any Owner, without the prior written approval of the Architectural Review Committee and Association. No Improvement to the exterior of a building which includes a Unit or to the Common Elements or to any landscaping shall be constructed, erected, placed or installed within the Community unless complete plans and specifications thereto shall have been first submitted to and approved in writing by the Architectural Review Committee and Association.

12. COMMON EXPENSES.

All the following Association expenses shall be charged to the unit owners as a common expense, according to each unit owner's percentage of undivided ownership interest in the common elements:

(a) Administrative expenses of the Association, including the Association's costs

of enforcing this Declaration and the By-Laws and rules and regulations of the Association to the extent such costs are not paid by the violating member;

(b) The cost of insurance, maintenance, repair and replacement of the exterior of the units and the common elements for which the Association is responsible, including the cost of insurance, maintenance and repair of the exterior of the buildings, except glass, the cost of maintenance and repair of the fences installed by Declarant, the cost of snow removal from the driveways and front sidewalks, and the cost of landscaping care;

(c) Insurance premiums for all insurance purchased by the Association, as required or authorized by this Restated Declaration and Article VI of the By-laws of Duck Creek Town Home Association;

(d) Capital expenses for capital improvements approved by 90% of the unit owners entitled to vote, and the cost of maintenance and repairs to these improvements.

(e) Income taxes payable by the Association and corporation fees payable to the Montana Secretary of State.

(f) Any other common expense described in this Declaration or the Bylaws of the Association.

Expenses for maintenance or repairs due to the misuse or neglect of a unit owner shall be charged to such unit owner.

13. PAYMENT OF WATER AND SEWER CHARGES.

All water and sewer use for each town home is NOT individually metered and the bills for use shall be paid by the Duck Creek Town Home Association. The Association will also pay for water provided to the common areas, as a common expense.

14. COVENANT TO PAY MAINTENANCE ASSESSMENTS.

Assessments shall be made by the Association for all common expenses set forth in Section 12 above, or elsewhere in this Declaration, or the Bylaws of the Association. Assessments will begin at the time Declarant closes the sale of the first unit in the project. Thereafter, the obligation to pay assessments for a unit shall start upon completion of that unit. The Declarant, for each completed unit owned by it, and each unit owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the Duck Creek Town Home Association all regular and special assessments made by the Association for common expenses and to waive any right said owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said assessments. Assessments shall not include costs attributable to units under construction, and units not yet built.

If a mortgagee or beneficiary of a first trust indenture, or other purchaser obtains title



to a unit by purchasing at a foreclosure sale of a first mortgage or first trust indenture, such acquirer of title, its successors and assigns shall not be liable for common expenses or assessments chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer unless expressly assumed by them.

15. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS.

All unpaid sums assessed by the Association for common expenses chargeable to any unit, together with interest, late payment fees, collection costs, costs of suit or arbitration and reasonable attorney fees, shall constitute a lien on such unit, and if filed of record, may be foreclosed in the same manner as a construction lien. During any such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the rent.

Each assessment, together with interest, late payment fees, collection costs and costs of suit or arbitration, and reasonable attorney fees, shall also be the personal obligation of the owner of the unit against which the assessment was made at the time the assessment fell due and a suit or arbitration proceeding to recover a money judgment for unpaid assessments shall be maintainable by the Association against said owner without foreclosing or waiving the lien securing the same.

All costs of collection of delinquent assessments, including but not limited to, court and arbitration costs, costs of filing liens, and attorney fees, shall be the obligation of the non-paying unit owner, shall be deemed a common expense chargeable only to the non-paying unit owner, and may be added to the next regular assessment for that unit. Such costs shall be a lien on the unit of the non-paying owner and, if unpaid, the lien may be foreclosed in the same manner as a lien for unpaid common expenses.

16. PROCESS.

Service of process in the cases provided for in Section 70-23-901, Montana Code Annotated, shall be made upon Gerald R. Williams, of 1500 Poly Drive, Suite 300, Billings, MT 59102. This provision may be amended in the manner provided in Section 70-23-902, MCA.

17. RIGHTS AND OBLIGATIONS OF DECLARANT.

For each completed unit owned by it, Declarant shall have all of the rights and duties afforded to any owner under the terms of this Declaration, the By-Laws of Duck Creek Town Homes Association, and Montana law.

18. PAYMENTS BY DECLARANT.

Until all units are built and sold, Declarant shall pay the real property taxes for units not yet built, or built but not yet sold by it. Declarant shall insure, to the extent it deems necessary, all units under construction, and pay the cost of such insurance.



19. EASEMENTS.

There shall exist for the benefit of each unit and as a burden on the other units the following easements:

- (a) Easement through the general common elements for ingress and egress for all persons making use of such common elements in accordance with the terms of this Declaration; each unit owner shall have an unrestricted right of ingress and egress across the common elements to his or her unit.
- (b) Easements through the units and common elements for maintenance, repair and replacement of the units and common elements. Use of these easements, however, for access to the interior of units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
- (c) Every portion of a unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the other units in that building.
- (d) Easements through the units and common elements for all facilities for the furnishing of utility services to any building or the common area, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided that the easements for such facilities through a unit shall be only substantially in accordance with the plans of the building.
- (e) Easements for encroachments (and maintenance thereof) of any portion of the general common elements or limited common elements upon a unit or units so long as they stand, and easements for encroachments (and maintenance thereof) of any portion of a unit upon the general common elements, limited common elements, and upon an adjoining unit or units, so long as they stand.

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 of marketability of title.

20. GRANT OF EASEMENTS FOR SERVICES.

The undersigned hereby grants an easement over and across the common elements and the driveways and sidewalks for mail service, solid waste services, fire service, police protection, other emergency vehicles and other publicly-owned vehicles being used for official federal, state, or local governmental purposes.

21. GRANT OF UTILITY EASEMENTS.

The undersigned hereby grants unto to Northwestern Energy, to Qwest, to Bresnan, to Bresnan Broadband, and to all other providers of utilities, cable television and internet access, an easement across the above-described real property for the purpose of providing underground utilities, cable television and internet service to each unit, together with the



right of ingress and egress for the purpose of installing, maintaining, repairing and replacing all necessary underground pipes, lines and cables. To the extent that they can conveniently do so, all grantees shall use the same trench for placement of pipes, lines and cables serving each of the units. This easement may not be used for providing utilities, cable television and internet service to any real property not described in Sections 2, 3 and 4 above.

22. UNITS SUBJECT TO DECLARATION, BY-LAWS, RULES AND REGULATIONS, AND RESTRICTIVE COVENANTS.

All present and future owners of units shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws, restrictive covenants, and rules and regulations adopted by the Association, as these instruments may be amended from time to time. The execution of a purchase contract by a unit owner or the acceptance of a deed thereto shall constitute acceptance of the provisions of such instruments by such owner. All owners shall be responsible for ensuring compliance by their tenants, family members, other occupants of their unit and their guests. The provisions of this Declaration and the By-Laws, restrictive covenants and rules and regulations adopted by the Association shall be covenants running with the land and shall bind any person having an interest in such unit as though the provisions were recited and fully stipulated in each deed or conveyance thereto. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of the Declaration. No provision in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

23. RESTRICTIONS ON LEASING.

Any lease or rental agreement shall be in writing and shall subject the tenant to the provisions of this Declaration, the By-Laws for the Association, and all rules and regulations adopted by the Association. Owners shall be responsible for any violation of the provisions of this Declaration, the Bylaws of the Association or any rules and regulations adopted by the Association by their Tenants unless the owner has designated the tenant as the unit owner pursuant to the procedure set forth in 70-23-102(16) MCA.

24. ARBITRATION AND RIGHTS OF ACTION.

Duck Creek Town Home Association and any aggrieved unit owner shall have the right to binding arbitration, and to maintain an action for specific performance to compel arbitration or enforce a decision of an arbitrator, against any unit owner or the Association for failure to comply with the provisions of this Declaration or the Bylaws of the Association, or any rules and regulations adopted by the Association, except for claims of non-payment of assessments by any owner and foreclosure of the lien for unpaid assessments.

The prevailing party in any such action and in binding arbitration shall be entitled to recover its costs and attorney fees actually incurred from the losing party. In addition, the Association shall be entitled to recover from any owner violating the provisions of this Declaration, the Bylaws of the Association, or Rules and Regulations duly adopted by the Association, including failure to pay assessments when due, all costs and attorney fees



incurred in compelling compliance without filing for arbitration or bringing a court action. Owners shall be responsible for non-compliance by their tenants, unless the tenant has been designated as the owner pursuant to 70-23-102(16) MCA.

25. EMINENT DOMAIN.

(a) If a portion of the common elements only is acquired by eminent domain and if a separate award is not made to each unit owner, the award shall be allocated to each unit owner in proportion to each unit owner's percentage of undivided interest in the common elements.

(b) If a part of the project which includes one or more individual units is acquired by eminent domain, the award shall be allocated to unit owners as follows:

(1) The owner of each individual unit taken shall receive the fair market value of his unit, including his interest in the common elements, whether or not any common elements are actually taken. Thereafter, the unit owner shall be divested of his entire property interest in the project attributable to the unit taken and shall have no further property interest in the property, including the common elements. In addition, the owner of each individual unit taken, following compensation, shall have no further voting rights in the project as owner of the unit taken.

(2) The remainder of the award, if any, shall be divided among the remaining unit owners in proportion to each owner's percentage of undivided interest in the common elements.

(c) The Directors of the Association shall represent the unit owners in any eminent domain negotiations, legal proceedings, settlements or agreements; each unit owner, by acceptance of a deed, irrevocably appoints the Association as that owner's attorney in fact for this purpose.

26. NOTICE TO HOLDERS, GUARANTORS AND INSURERS OF MORTGAGES ON UNITS.

Upon written request from a holder, insurer or guarantor of a first mortgage on any unit, the Directors of the Association shall provide said holder, insurer or guarantor with timely written notice of:

(a) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders;

(b) Any condemnation loss or any casualty loss which affects a material portion of the project or which affects any unit on which there is a first mortgage held, insured or guaranteed by such holder, insurer or guarantor;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;



(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

27. AMENDMENT.

During the period of Declarant control, including construction of buildings on the expansion lots, Declarant reserves the power, as authorized by 70-15-301, MCA, to amend this Declaration, and any subsequently recorded Declaration, as provided in Sections 3 and 4 above, or to comply with any FHA, VA, Freddy Mac, or FNMA requirements for guaranteeing or purchasing loans on the units. All unit owners and all mortgagees of a unit, by acceptance of a deed, mortgage or trust indenture to any unit, shall be deemed to consent to any such amendment.

Except as otherwise provided in this Declaration, the provisions of this Declaration shall be amended only by affirmative vote of the owners of 90% of the units; if a unit has more than one owner, only one owner of that unit need consent. No such amendment shall be effective prior to completion of construction of all units, including expansion units, unless approved by Declarant. A change in any of the following must also be approved by 51% of the eligible mortgage holders:

- (a) Voting rights;
- (b) Responsibility for maintenance and repairs;
- (c) Reallocation of interests in general or limited common areas or rights to their use other than as set forth in this Declaration;
- (d) Redefinition of any unit boundaries for completed units after conveyance by Developer;
- (e) Conversion of units to common areas or vice versa, other than as provided in this Declaration;
- (f) Expansion or contraction of the project, or the addition or withdrawal of property to or from the project, other than as provided in this Declaration;
- (g) Restrictions on leasing of units;
- (h) Imposition of restrictions on an owner's right to sell that owner's unit; and
- (i) Restoration or repair of the project in a manner other than as provided in this Declaration.

All amendments to the Declaration shall be recorded in the office of the Gallatin County Clerk and Recorder, Bozeman, Montana.



2294856

Page: 17 of 29
03/21/2008 12:37P

Charlotte Mills-Gallatin Co MTMISC 223.00

DATED this 26th day of February, 2008.

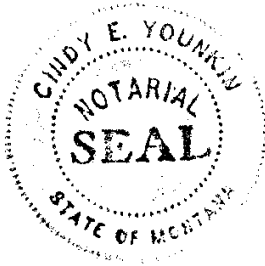
BMKM, LLC, a Montana Limited Liability Company

By: BAXTER MEADOWS DEVELOPMENT, LP,
a Montana Limited Partnership, Its Member

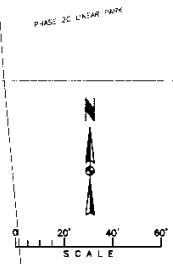
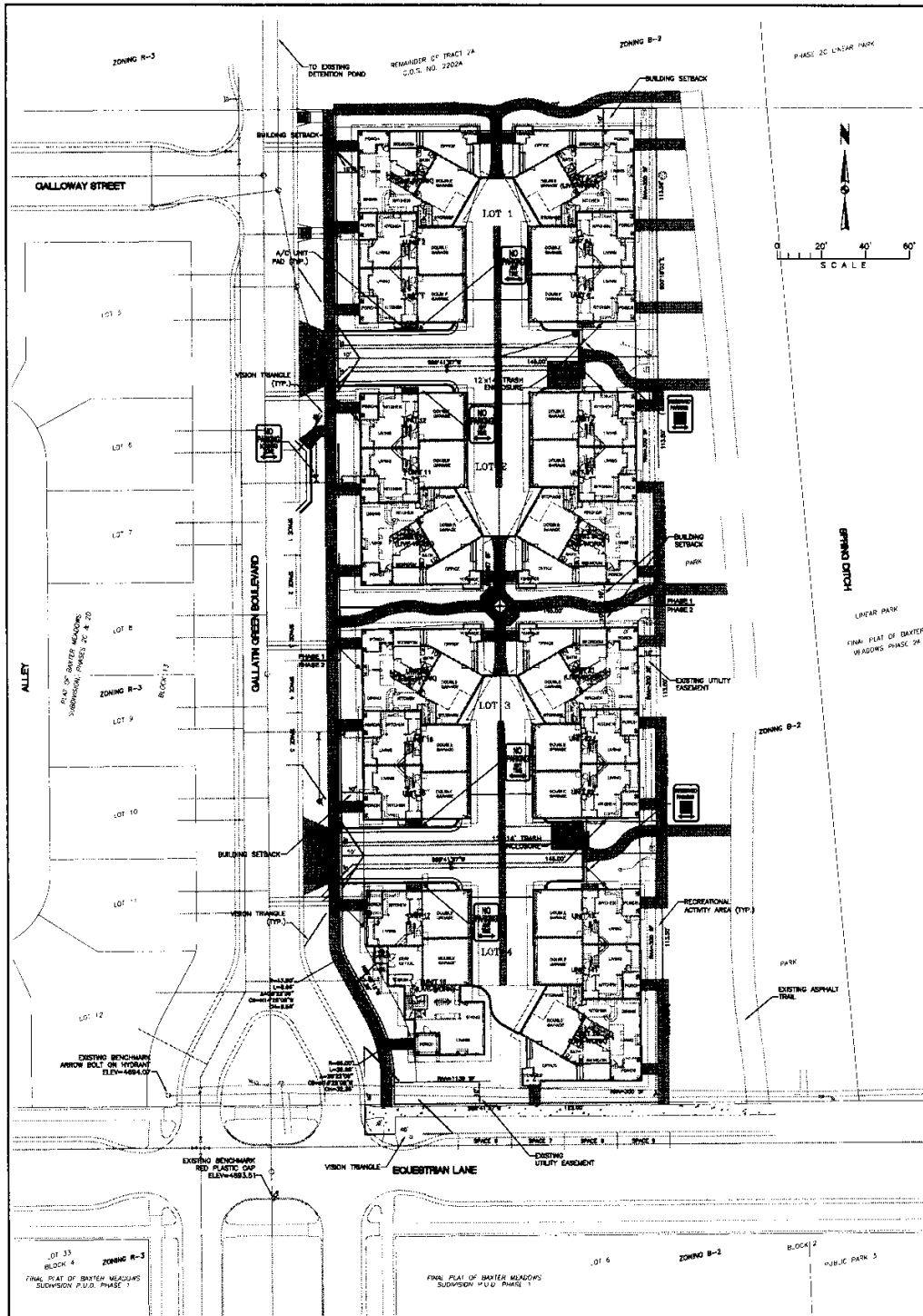
By: [Signature]
Gerald R. Williams, General Partner

STATE OF MONTANA)
: ss.
COUNTY OF YELLOWSTONE)

On this 26 day of February, 2008, before me, the undersigned, a Notary Public for the State of Montana. personally appeared Gerald R. Williams, as General Partner of Baxter Meadows Development, LP a member of BMKM, LLC.



[Signature]
(printed name) Chudy E Younkin
Notary Public for the State of Montana
Residing at Bozeman
My Commission Expires, ~~200~~ 9-11-2011



SHEET 2 OF 4
 9 20 08
 DATE PREPARED

DUCK CREEK TOWN HOMES
 BOZEMAN, MONTANA

FINAL SITE PLAN

REVISIONS
 BY: ED DATE 1/11/07 REVISION: REWORK ADDED 1ST FLOOR CONFIGURATIONS
 BY: ED DATE 2/12/07 REVISION: APPROVED FOR CONSTRUCTION SET
 BY: TWS DATE 12/11/07 REVISION: BLOORPLAN CHANGES AS PER REMARK
TD&K THOMAS, DEAN & HOSKINS, INC.
 ENGINEERING CONSULTANTS
 2000 FALLS BOZEMAN-DALEHILL
 BOZEMAN, MONTANA 59717-1000



EXHIBIT
 B



2294856

Page: 20 of 29
03/21/2008 12:37P

Charlotte Mills-Gallatin Co MTMISC 223.00

CERTIFICATE OF FLOOR PLAN

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

That the floor plans for the **Duck Creek Town Homes** situated according to the official plat on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana, as filed and attached with this Declaration, fully and accurately depict the layout, location, unit designation and dimensions of the **Duck Creek Town Homes** and that such floor plans are an accurate copy of the plans filed with the city and county officers having jurisdiction to issue building permits.

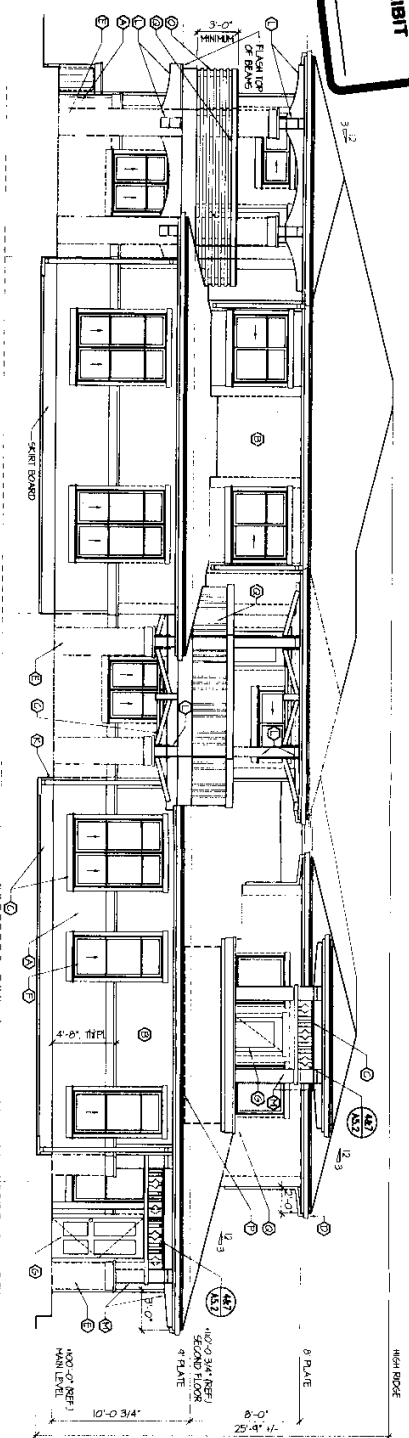
Dated: 2/25/08

REGISTERED ARCHITECT

Number: MF-670

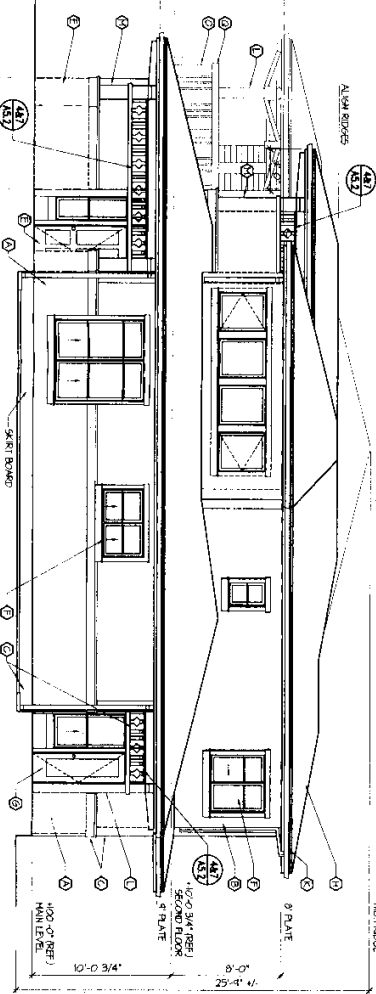


EXHIBIT



NOTES:

- 1. PREFINISHED GIBBER BOARD SHINGLE SIDING
- 2. PREFINISHED GIBBER BOARD HORIZONTAL SIDING
- 3. 1" THICK ENGINEERED WOOD HANDED TRIM PROTECTION OR AS APPROVED, TO BE INSTALLED FROM TOP OF FINISH GIBBER BOARD AND 1/4" ALUMINUM CORNER BOARDS AND HORIZONTAL TRIM BETWEEN SIDING TYPES
- 4. FASCIA AND SOFFIT - RESIDENTIAL GRADE FACTORY-FINISHED STEEL/ALUMINUM
- 5. CALIBRED STONE WITH 5/8" THICK ENGINEERED WOOD TRIM CAP
- 6. INSULATED AND WEATHER SEALED WINDOW UNITS - (SEE FLOOR PLANS)
- 7. INSULATED AND WEATHER SEALED DOORS - (SEE FLOOR PLANS)
- 8. 35 YEAR ARCHITECTURAL COMPOSITION SHINGLE ROOFING SYSTEM - MINIMUM CLASS C
- 9. R-10 INSULATED SECTIONAL GARAGE DOORS WITH WINDOW
- 10. GUTTERS AND DOWNSPUTS - RESIDENTIAL GRADE FACTORY-FINISHED METAL PROVIDE FLASH BLOCKS AT GABLE TO DIVERT RUNOFF AWAY FROM THE BUILDING.
- 11. 1" THICK GIBBER BOARD (INSULATED OR APPROVED) GYPSUMBOARD OVER STRUCTURAL COLUMN AND BEAMS. 5/8" THICK FINISHED COLUMN SIZE FINISHED BEAMS. 6" WIDE X SHIMS SHOWN IN ELEVATIONS. OVERLAY STRUCTURAL FIBROCE SHAP BOARDING SYSTEMS AND APPROVAL FROM THE FABRICATOR.
- 12. 1" THICK GIBBER BOARD (INSULATED OR APPROVED) GYPSUMBOARD OVER STRUCTURAL COLUMN AND BEAMS. 1/2" THICK FINISHED COLUMN SIZE FINISHED BEAMS. 6" WIDE X SHIMS SHOWN IN ELEVATIONS. OVERLAY STRUCTURAL FIBROCE SHAP BOARDING SYSTEMS AND APPROVAL FROM THE FABRICATOR.
- 13. ROOF RAILING CONSTRUCTED # 2 X GIBBER CAP BASE, PICKETS AND BALLS SEE F-1 SHEET - GENERAL NOTES
- 14. TYPICAL BALCONY - GALCORTEX GRIP-511 SYSTEM ON PLYWOOD SHEATHING PER STRUCTURAL CODES WITH G-605 STRIP/RAIL REQUIREMENTS. SLOPE TO DRAIN
- 15. DIMENSIONS SEE F-1 SHEET - GENERAL NOTES



1 FRONT ELEVATION
SCALE: 1/8" = 1'-0" ON THIS SHEET

2 RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0" ON THIS SHEET

2294856
Page: 21 of 29
03/21/2008 12:37P



Charlotte Mills-Gallatin Co MTMISC 223.00

23 MAR 2007 BUILDING PERMIT SUBMITTAL SET - NOT FOR CONSTRUCTION

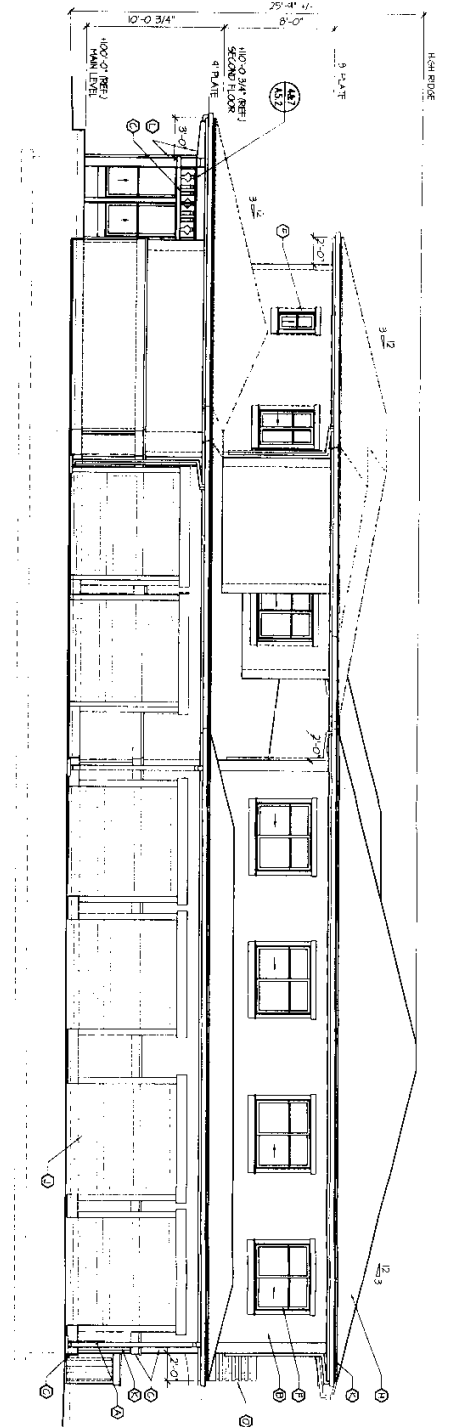
Client: BAYTER MEADOWS
Project: GALLATIN GREEN
LIVE-WORK CONDOS
BLK 14, LOTS 1&2
Sheet: 21 of 29
Sheet No: **A-31**

MANSON ARCHITECTS
3070 Tucker, The Plaza 1C
Boulder, Colorado 80508
Tel: 303.440.8888
Fax: 303.440.8888

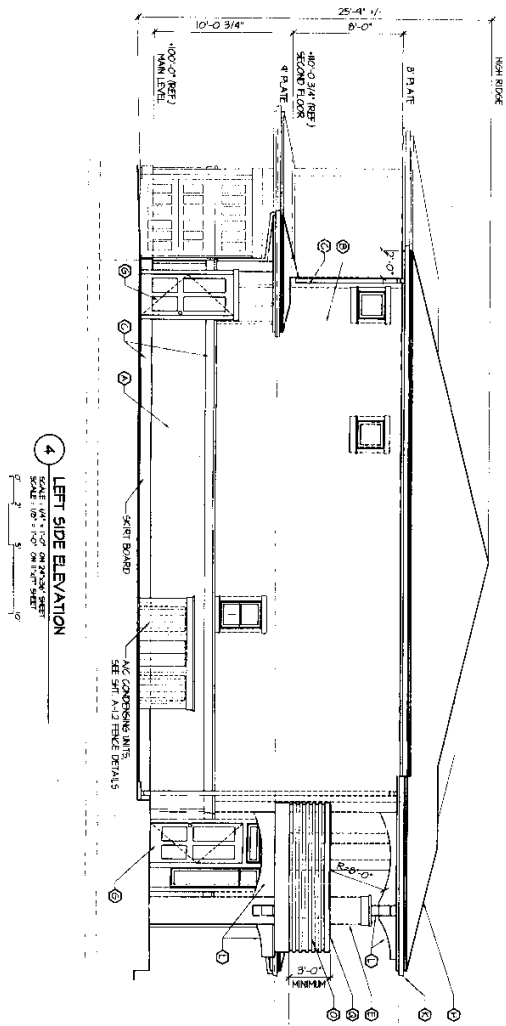
File No: 09-48302
Scale: AS SHOWN
Designed By: DAST/TEC
Drawn By: DMS
Checked By: DMS
Date: 23 MAR 07
Date Plotted: 30 OCT 08
Plotter: HP DesignJet 5000 Series
Plot Size: 36" x 48" (1118 x 1219 mm)
Plot Scale: 1/8" = 1'-0"

STATE OF MONTANA
COUNTY OF GALLATIN
BUILDING PERMIT
No. 09-48302
Issued: 03/21/2008
Inspector: [Signature]
Address: [Address]
City: [City]
State: MT
Zip: [Zip]

EXHIBIT



3 REAR ELEVATION
 SCALE: 1/8" = 1'-0" ON ARCHITECT SCALE



4 LEFT SIDE ELEVATION
 SCALE: 1/8" = 1'-0" ON ARCHITECT SCALE

23 MAR 2007 BUILDING PERMIT SUBMITTAL SET - NOT FOR CONSTRUCTION

Project Name: REAR AND LEFT SIDE ELEVATIONS
 Sheet No.: A-32
 Project Location: BAYTER MEADOWS GALLATIN GREEN LIVE-WORK CONDOS BLDG. 14, LOTS 1&2

PHASE ONE
 PROJECT NAME: BAYTER MEADOWS GALLATIN GREEN LIVE-WORK CONDOS BLDG. 14, LOTS 1&2
 PROJECT LOCATION: BAYTER MEADOWS GALLATIN GREEN LIVE-WORK CONDOS BLDG. 14, LOTS 1&2
 PROJECT OWNER: [unreadable]
 ARCHITECT: SMANSON ARCHITECTS
 5070 Timber Trail, Suite 100
 Bozeman, Montana 59717
 Phone: (406) 592-1111
 Fax: (406) 592-1112

File No.: 06A8503
 Date: 05-20-06
 Scale: AS SHOWN
 Designed by: DAS/TEC
 Drawn by: TEL
 Checked by: DAS
 Date: 03-20-07

NOT VALID FOR SET BACK FROM LOT LINE
 ZONING PERMIT:
 ZONING DISTRICT: R-1
 ZONING OFFICER: [unreadable]
 EXPIRES: 23 MAR 07
 DATE OF REVIEW: [unreadable]
 REVIEWER: [unreadable]
 COMMENTS: [unreadable]



NO.	REVISION	DATE
1	ISSUED FOR PERMIT	03/20/07
2	REVISED PER REVIEWER	03/20/07
3	REVISED PER REVIEWER	03/20/07
4	REVISED PER REVIEWER	03/20/07
5	REVISED PER REVIEWER	03/20/07

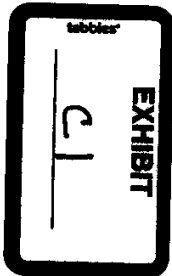
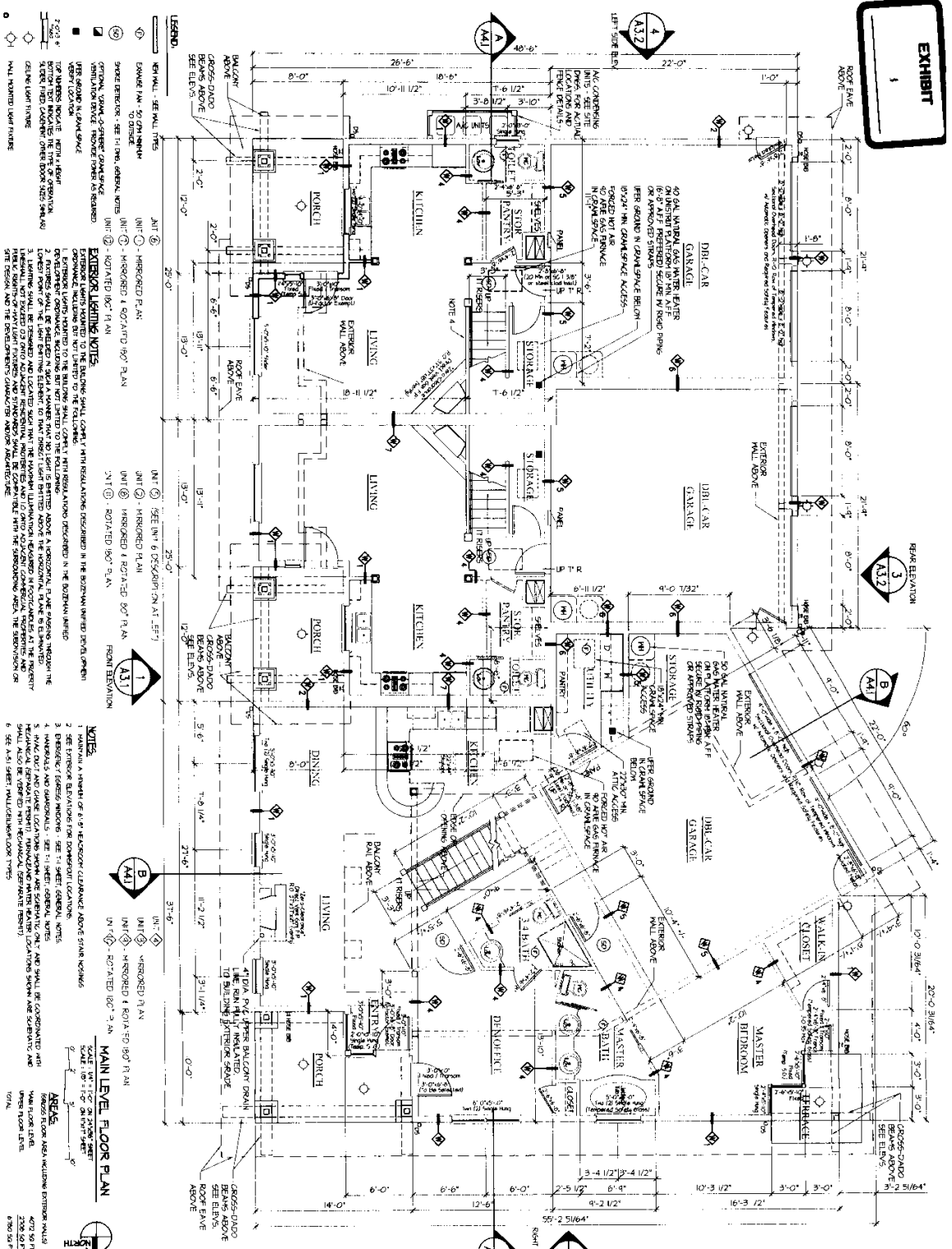


EXHIBIT
1

2294856
Page: 23 of 29
03/21/2008 12:37P



Charlotte Mills-Gallatin Co MTMISC 223 00



23 MAR 2007 BUILDING PERMIT SUBMITTAL SET NOT FOR CONSTRUCTION

STANSON ARCHITECTS
3001 NORTH 24th Street
PO BOX 1000
BOZEMAN, MT 59710
409.242.1234

PHASE ONE
BAYTER MEADOWS
GALLATIN GREEN
LIVE-WORK CONDOS
BLK. 14, LOTS 1&2

Sheet Title: **MAIN LEVEL FLOOR PLAN**
Sheet No.: **A-21**

1	10	10	10	10	10
2	11	11	11	11	11
3	12	12	12	12	12
4	13	13	13	13	13
5	14	14	14	14	14
6	15	15	15	15	15
7	16	16	16	16	16
8	17	17	17	17	17
9	18	18	18	18	18
10	19	19	19	19	19
11	20	20	20	20	20
12	21	21	21	21	21
13	22	22	22	22	22
14	23	23	23	23	23
15	24	24	24	24	24
16	25	25	25	25	25
17	26	26	26	26	26
18	27	27	27	27	27
19	28	28	28	28	28
20	29	29	29	29	29
21	30	30	30	30	30
22	31	31	31	31	31
23	32	32	32	32	32
24	33	33	33	33	33
25	34	34	34	34	34
26	35	35	35	35	35
27	36	36	36	36	36
28	37	37	37	37	37
29	38	38	38	38	38
30	39	39	39	39	39
31	40	40	40	40	40
32	41	41	41	41	41
33	42	42	42	42	42
34	43	43	43	43	43
35	44	44	44	44	44
36	45	45	45	45	45
37	46	46	46	46	46
38	47	47	47	47	47
39	48	48	48	48	48
40	49	49	49	49	49
41	50	50	50	50	50
42	51	51	51	51	51
43	52	52	52	52	52
44	53	53	53	53	53
45	54	54	54	54	54
46	55	55	55	55	55
47	56	56	56	56	56
48	57	57	57	57	57
49	58	58	58	58	58
50	59	59	59	59	59
51	60	60	60	60	60
52	61	61	61	61	61
53	62	62	62	62	62
54	63	63	63	63	63
55	64	64	64	64	64
56	65	65	65	65	65
57	66	66	66	66	66
58	67	67	67	67	67
59	68	68	68	68	68
60	69	69	69	69	69
61	70	70	70	70	70
62	71	71	71	71	71
63	72	72	72	72	72
64	73	73	73	73	73
65	74	74	74	74	74
66	75	75	75	75	75
67	76	76	76	76	76
68	77	77	77	77	77
69	78	78	78	78	78
70	79	79	79	79	79
71	80	80	80	80	80
72	81	81	81	81	81
73	82	82	82	82	82
74	83	83	83	83	83
75	84	84	84	84	84
76	85	85	85	85	85
77	86	86	86	86	86
78	87	87	87	87	87
79	88	88	88	88	88
80	89	89	89	89	89
81	90	90	90	90	90
82	91	91	91	91	91
83	92	92	92	92	92
84	93	93	93	93	93
85	94	94	94	94	94
86	95	95	95	95	95
87	96	96	96	96	96
88	97	97	97	97	97
89	98	98	98	98	98
90	99	99	99	99	99
91	100	100	100	100	100

EXHIBIT
D

** 6/26/07
 New
 Change to
 Main Floor Plan*

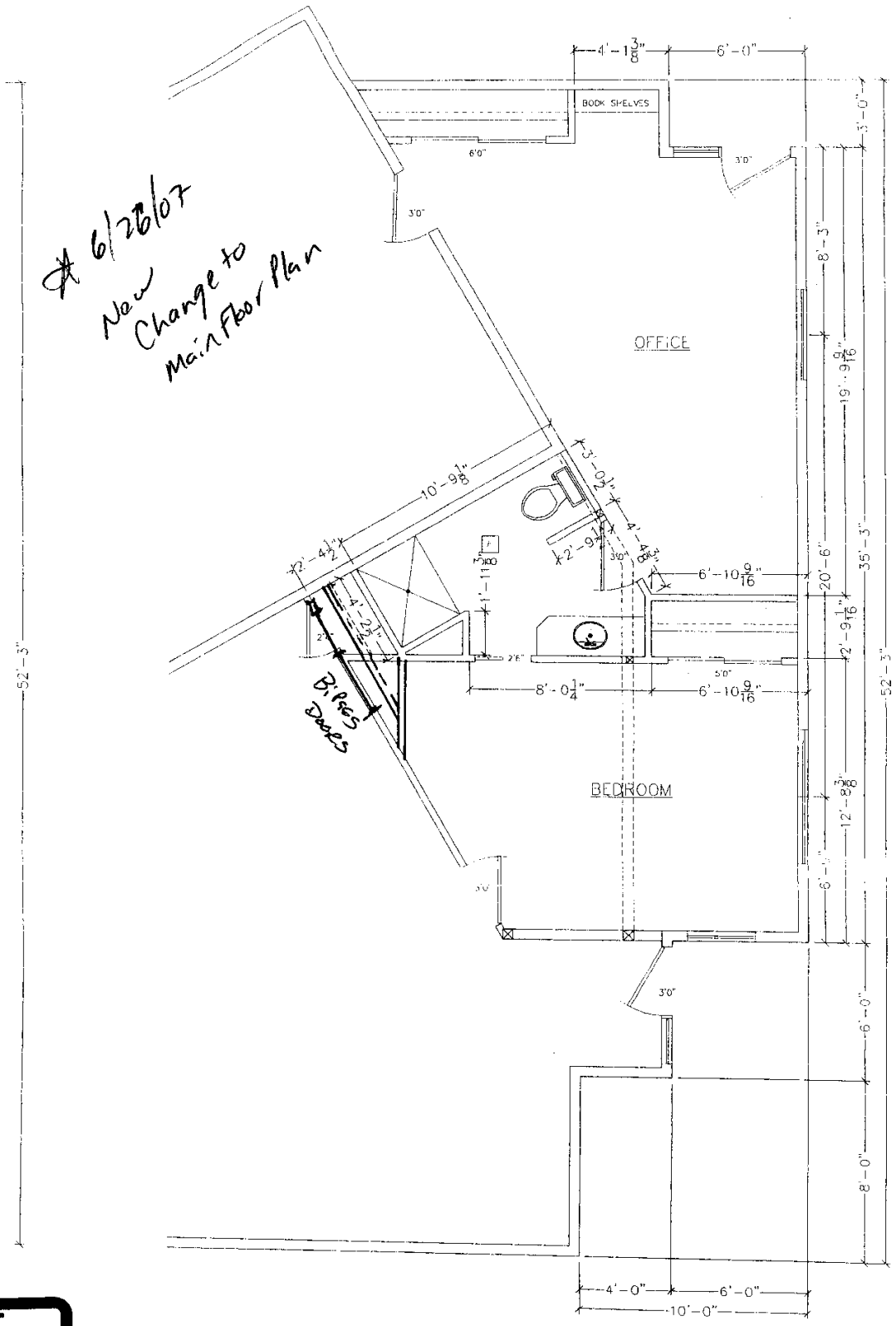


EXHIBIT
 01

FLOOR PLAN OPTION #1
 SCALE: 1/4" = 1'-0"

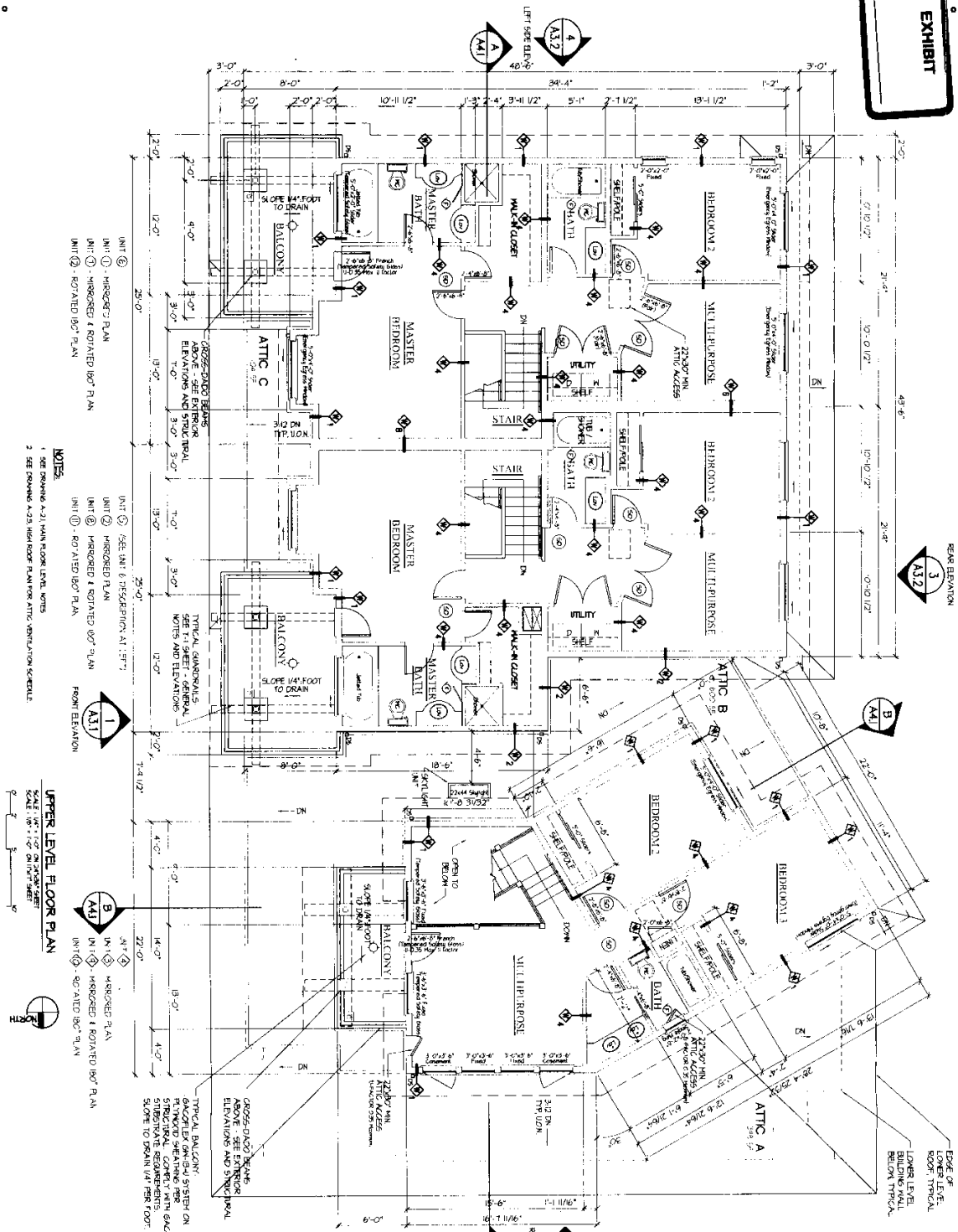
2294856

Page: 25 of 29
03/21/2008 12:37P



223.00

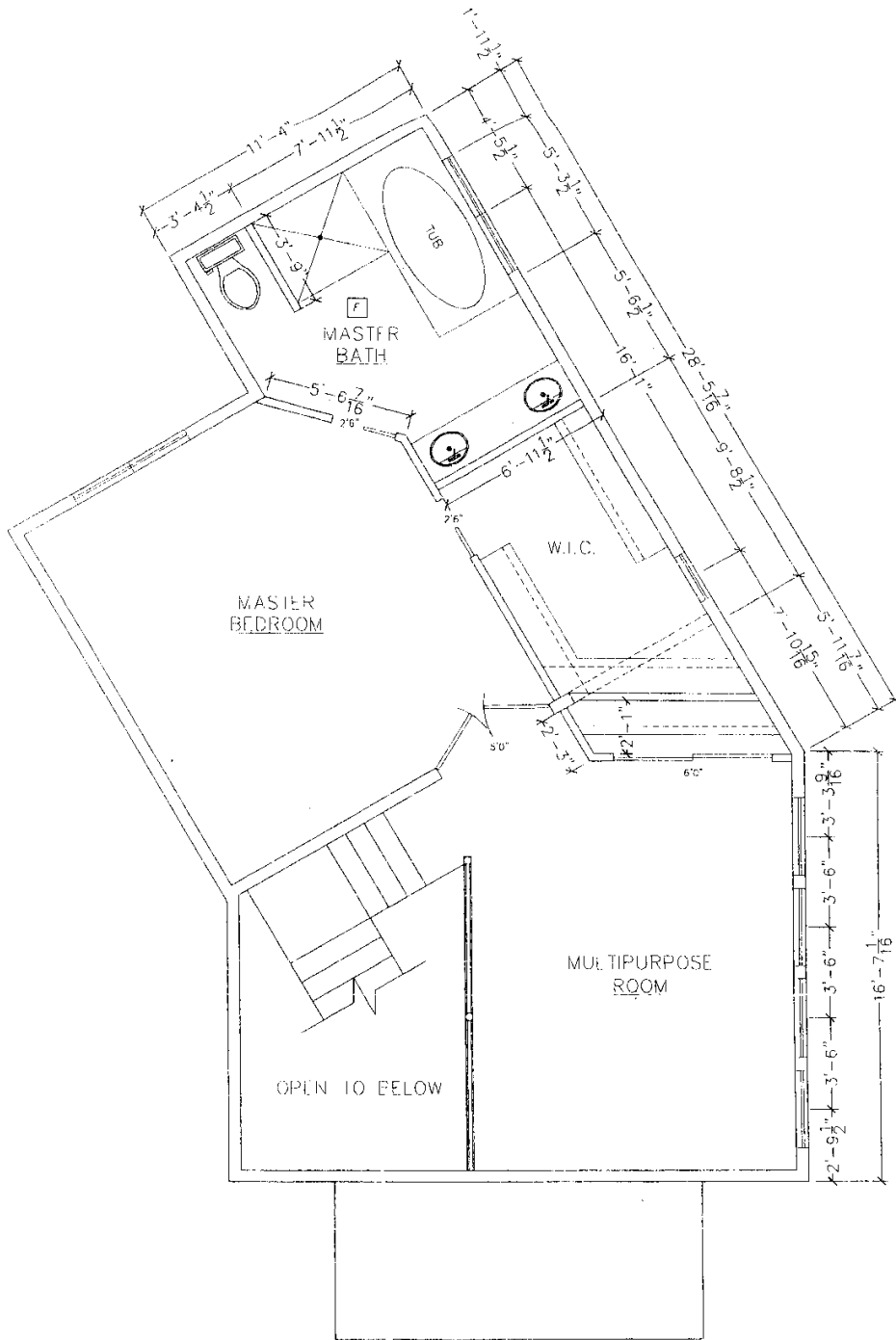
Charlotte Mills-Gallatin Co MTMISC



23 MAR 2007 BUILDING PERMIT SUBMITTAL SET - NOT FOR CONSTRUCTION


<p>Sheet No. A-22</p> <p>Project: BAWTER MEADOWS GALLATIN GREEN LINC-WORK CONDOS BLK. 14, LOTS 1&2</p> <p>Phase: ONE</p> <p>Upper Level Floor Plan</p>	<p>STANSON ARCHITECTS</p> <p>5001 TRAVLER TRAIL BLVD DURHAM, NC 27704 919.487.8888 Fax: 919.487.8888</p> <p>Project: BAWTER MEADOWS GALLATIN GREEN LINC-WORK CONDOS BLK. 14, LOTS 1&2</p> <p>Phase: ONE</p> <p>Upper Level Floor Plan</p>	<p>Scale: 1/8" = 1'-0"</p> <p>Scale: 1/4" = 1'-0"</p> <p>Scale: 1/2" = 1'-0"</p> <p>Scale: 3/4" = 1'-0"</p> <p>Scale: 1" = 1'-0"</p>	<p>Field No. 0245902</p> <p>Date: 17 MAR 06</p> <p>Drawn by: AS/SW/NC</p> <p>Checked by: DAS/NC</p> <p>Approved by: DAS</p> <p>Not valid for use after: 30 OCT 06</p> <p>23 MAR 07</p>	<p>State of North Carolina</p> <p>Seal of the State Engineer</p> <p>Seal of the Building Department</p>
---	--	--	--	---





UPPER FLOOR PLAN

SCALE: 1/4" = 1'-0"

EXHIBIT


OPTION #1

FLC
 SCALE: 1/4"



2294856

Page: 27 of 29
03/21/2008 12:37P

Charlotte Mills-Gallatin Co MTMISC 223.00

CERTIFICATE OF NAME

The undersigned being the duly authorized agent of the Department of Revenue of the State of Montana within the County of Gallatin, herewith executes the following certificate relating to the **Duck Creek Town Homes** situated on **Lots 1-4, Block 14, Baxter Meadows Phase 2C and 2D**.

1. That the name **Duck Creek Town Homes** 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; and

2. All taxes and assessments due and payable for the **Duck Creek Town Homes** have been paid to date.

Dated: January 16, 2008

Pamela D. Kniffen
COUNTY ASSESSOR





**GALLATIN COUNTY TREASURER
KIMBERLY BUCHANAN**

2294856

Page: 28 of 29
03/21/2008 12:37P

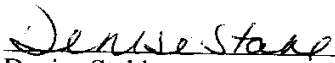


Charlotte Mills-Gallatin Co MTMISC 223.00

Date: January 16, 2008

Parcel #'s
RFG52677
RFG52674
RFG52675
RFG52676

Real Estate taxes on the above parcels are paid current*


Denise Stahl
Gallatin County Treasurers Office

*City of Bozeman Special Assessments is showing Delinquent, Payment was made at the City, See additional information from applicant.

311 WEST MAIN, ROOM 210
BOZEMAN, MT. 59715
WWW.GALLATIN.MT.GOV/TREASURER
PHONE: 406.582.3030 FAX: 406.582.3037



CITY OF BOZEMAN
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Alfred M. Stiff Professional Building
20 East Olive Street
P.O. Box 1230
Bozeman, Montana 59771-1230

phone 406-582-2260
fax 406-582-2263
planning@bozeman.net
www.bozeman.net

Date: March 20, 2008

To Whom It May Concern:

Senate Bill 527 amending §76-3-203, M.C.A. was signed into law on April 17, 2007. This bill revised the exemption for the creation of new condominiums from the Subdivision and Platting Act. The amendment had an immediate effective date. The text of the amended section is now as follows:

Section 1. Section 76-3-203, M.C.A., is amended to read:
"76-3-203. **Exemption for certain condominiums.** Condominiums constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

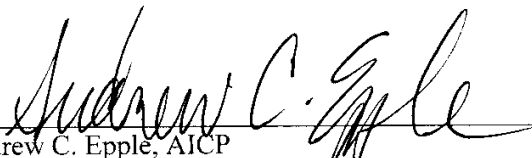
- (1) the approval of the original subdivision of land expressly contemplated the construction of the condominiums and any applicable park dedication requirements in 76-3-621 are complied with; or
- (2) the condominium proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect."

Pursuant to the above statute, the Department of Planning and Community Development has determined that the condominium development on property legally described as Lots 1, 2, 3, & 4, Block 14, Baxter Meadows Phases 2C & 2D.

does not require subdivision review and has satisfied the exemption criteria.

has completed review as a subdivision.

If you have any questions or comments, please contact the City of Bozeman Planning Office at 582-2260. Thank you for your cooperation.


Andrew C. Epple, AICP
Director of Planning and Community Development



2294856

Page: 29 of 29
03/21/2008 12:37P

Charlotte Mills-Gallatin Co MTMISC 223.00