



2235951

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Shelley Vance-Gallatin Co MT MISC 266.00

American Land Title Company
1800 West Koch / P.O. Box 396
Bozeman, Montana 59715 / 59771-0396
Order No. 1-84129

**AMENDED DECLARATION OF UNIT OWNERSHIP FOR
DROULLIARD CONDOMINIUMS**

By this Declaration, ANDY NYE*, DEAN MAILEY and JUSTIN P. WILLIAMS do hereby submit the real property described herein to the provisions of Montana Code Annotated §70-23-101 *et seq.*, Unit Ownership Act of the State of Montana. This Amended Declaration supercedes the Declaration of Unit Ownership for Droulliard Condominiums filed in the office of the County Clerk and Recorder of Gallatin County, Montana as Document #2232258 on June 23, 2006.

*aka Andy N. Nye

1. Definitions:

The following definitions shall apply to this Declaration and the Bylaws for Droulliard Condominium Owners Association:

- (a) "Association" means Droulliard Condominium Owners Association, consisting of all unit owners of Droulliard Condominium units.
- (b) "Common elements" mean the general common elements and the limited common elements.
- (c) "General Common Elements" mean all those elements which are for the use of all owners and guests of owners of Droulliard Condominium units.
- (d) "Limited Common Elements" mean those common elements designated in the Declaration or by agreement of the unit owners which are reserved for the use of fewer than all of the unit owners and guests of unit owners of Droulliard Condominium units.
- (e) "Majority of Unit Owners" means those owners who own more than 50% of the Droulliard condominium units.

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- (f) "Unit" means the separate condominium units of Droulliard Condominiums
- (g) "Unit Owner or Owners" mean(s) a person, or other legal entity owning a unit, including a purchaser under contract if notice of such is duly recorded, and including co-owners. A lessee of a unit is not a unit owner.

2. Description of Land and Purpose of Declaration

The purpose of this Declaration is to submit the real property and improvements described herein to the Condominium form of ownership provided by the Montana Unit Ownership Act, Chapter 23, Title 70, Montana Code Annotated. Except as otherwise provided above, terms in this Declaration and the Bylaws of the Association shall be those definitions used in the Montana Unit Ownership Act. The real property included within the project is located in Gallatin County, Montana, is owned in fee simple by Justin P. Williams, Andy Nye and Dean Mailey and is more particularly described as follows:

Real Property owned by Justin P. Williams:

Lot 8, Block 1, of Westglen Subdivision located in the Northwest Quarter of Section 11, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana.

Lot 10, Block 1, of Westglen Subdivision located in the Northwest Quarter of Section 11, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana.

Real Property owned by Andy Nye and Dean Mailey:

Lot 9, Block 1, of Westglen Subdivision located in the Northwest Quarter of Section 11, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana.

The provisions of this Declaration and the Bylaws of the Association are covenants running with the land and are binding on all owners, their tenants, employees, and guests, as long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

3. Name and Description of Project.

The property shall be known as Droulliard Condominiums.

The project consists of three (3) separate two (2) level buildings containing six units.

The building is of wood frame construction, with concrete foundation, composite clapboard exterior, and asphalt shingle roof. The site plan showing the location of the buildings on the property, the floor plans for each unit, the size of each unit, and the location and unit designation for each unit are shown on the attached Exhibit A.

4. Unit Designation, Location and Area of Each Unit.

Droulliard Condominiums shall consist of six (6) units, with four (4) units owned by Justin P. Williams (Units 1, 2, 5 and 6) and two (2) units owned by Andy Nye and Dean Mailey (Units 3 and 4). Each unit shall consist of a separate space bounded by and including the surface of the floor, the surface of the ceiling, and the interior surface of the boundary walls for the unit. The boundaries and location of each unit are shown on the attached Exhibit A. Each unit owner shall be a fee simple owner of the unit and of an undivided interest in the common elements. The percentage of the undivided interest for each unit is as follows:

- Unit 1, 106 Droulliard Ave., Bozeman, MT: 16.66%
- Unit 2, 112 Droulliard Ave., Bozeman, MT: 16.67%
- Unit 3, 128 Droulliard Ave., Bozeman, MT: 16.66%
- Unit 4, 132 Droulliard Ave., Bozeman, MT: 16.67%
- Unit 5, 140 Droulliard Ave., Bozeman, MT: 16.67%
- Unit 6, 144 Droulliard Ave., Bozeman, MT: 16.67%



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5. General Common Elements.

The general common elements include but is not necessarily limited to the land described in paragraph 2 above, the common electrical, gas, sewer, water, and other utility lines or pipe lines serving all units or the common areas, as shown on Exhibit A, the exterior walls, foundation and roof of the building; interior weight-bearing walls, floors and ceilings not located within a particular unit, all exterior walkways, garbage dumpster storage areas, lights and lawn. See Exhibit A.

Although the lawn areas set forth herein and described on Exhibit A as "Landscape" are General Common Elements, fences may be constructed on such areas as the Association may approve in advance, which approval cannot be unreasonably withheld. Such fences will be no more than five (5) feet high and consist of cedar wood. The cost of such construction and associated maintenance will be borne solely by the Unit Owner requesting the fence. Once approved and constructed, the fence(s) will be allowed to remain in place for at least so long as the requesting Unit Owner remains a Unit Owner. If the Unit Owner who requested the fence ceases to be a Unit Owner, the Association will have the authority to determine whether the fence(s) will remain. The construction of any such fences in no way changes the designation of such Landscape areas as General Common Elements.

6. Limited Common Elements.

Includes but is not necessarily limited to windows pertaining to particular units, the driveway area leading to each individual garage for each unit and deck/patio areas, as shown in Exhibit A, along with items such as jacuzzis that may be on the deck/patio areas.

7. Use of Units.

Each unit is for residential use only. Each unit may be used for any lawful residential use subject to the use restrictions contained in the Bylaws of the Association. Commercial or other purposes are not allowed.

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8. Process.

Service of process in the cases provided for in Montana Code Annotated § 70-23-901 shall be made upon Justin P. Williams, 85 E. Alexa Court, Bozeman, MT 59718.

After all units are sold by Declarants, service will be made upon a person designated by Droulliard Condominium Owner's Association. This provision may be amended in the manner provided in Montana Code Annotated § 70-23-902.

9. Units Subject to Declaration, Bylaws, Rules, and Regulations and Restrictive Covenants.

Ownership of units is subject to the provisions of this Declaration, the Bylaws, restrictive covenants, and rules and regulations adopted by the Association. 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. Unit owners are responsible for compliance with these provisions by tenants, customers, guests, or other occupants of their unit. The provisions of this Declaration and the Bylaws and rules and regulations adopted by the Association are covenants running with the land, and are binding upon any person having an interest in a unit. If any provision of this Declaration is determined invalid, the invalidity of such provision shall not affect the validity or enforce ability of the remainder of the Declaration. No provision in this Declaration, the Bylaws of the Association, and rules and regulations of the Association shall be deemed to have been waived by reason of any failure to enforce it. In the event of conflict between this Declaration, the Bylaws of the Association, and the Unit Ownership Act, the provisions of the Unit Ownership Act shall govern.

10. Amendment.

Except for paragraph 8, this Declaration shall be amended only by written consent of the majority of the unit owners. All amendments to the Declaration shall be recorded in the office of Clerk and Recorder, Gallatin County, Montana.

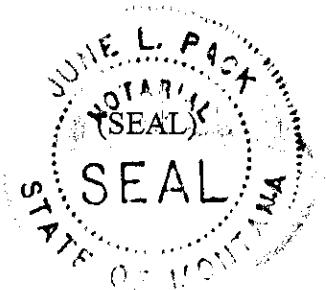
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STATE OF MONTANA)

County of Madison) :SS.
County of Gallatin)

On this 17 day of July, 2006, before me, the undersigned officer, personally appeared **Andy Nye**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Droulliard Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



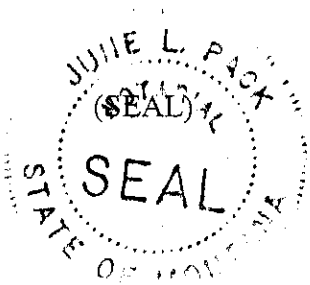
June L Pack
Notary Public for State of Montana
Printed Name: June L Pack
Residing at: Sheridan
My Commission Expires: 5/5/2008

STATE OF MONTANA)

County of Gallatin) :SS.
County of Gallatin)

On this 17 day of July, 2006, before me, the undersigned officer, personally appeared **Dean Mailey**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Droulliard Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



June L Pack
Notary Public for State of Montana
Printed Name: June L Pack
Residing at: Sheridan
My Commission Expires: 5/5/2008

EXHIBIT A

Lot 8, Block 1, of Westglen Subdivision located in the Northwest Quarter of Section 11, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana;

Lot 9, Block 1, of Westglen Subdivision located in the Northwest Quarter of Section 11, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana; and

Lot 10, Block 1, of Westglen Subdivision located in the Northwest Quarter of Section 11, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana.



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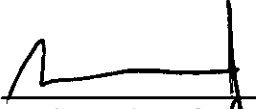
266.00


ARCHITECT'S CERTIFICATE

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

That pursuant to the provisions of MCA §70-23-306(2), the floor plans for **DROULLIARD CONDOMINIUMS** located on the real property described on Exhibit "A" attached hereto, as duly filed with the Amended Declaration and Amended Bylaws thereof, depict the layout of the units and floors of the buildings as built.

Dated: 7/21/06

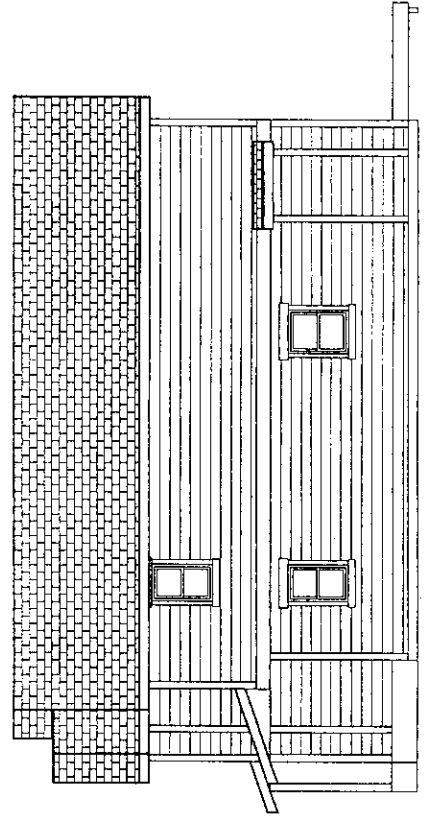

Registered professional land surveyor
Registration No. 14456LS



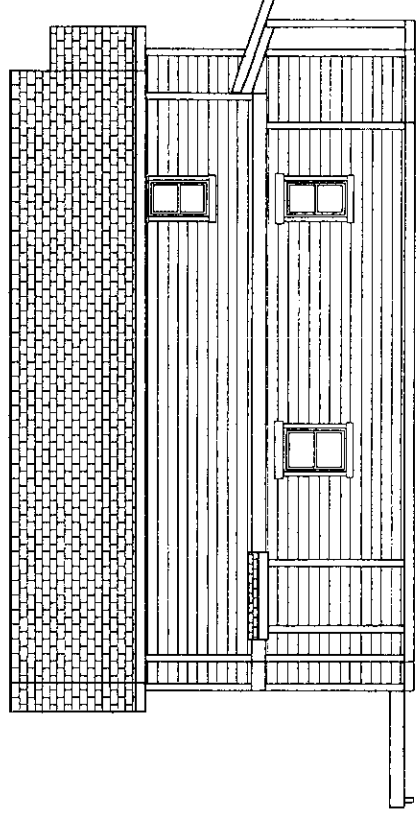
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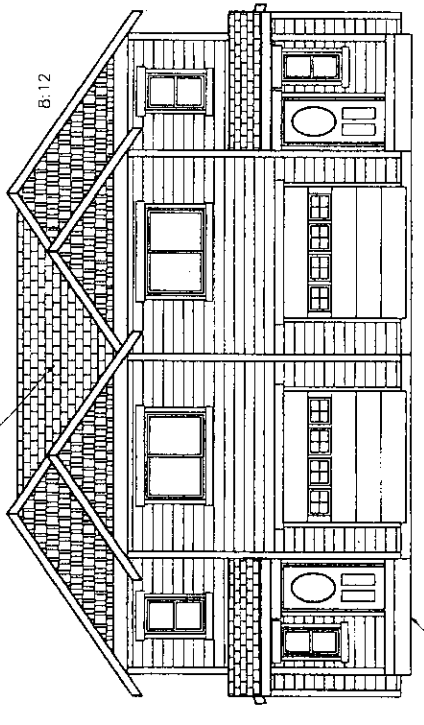
Shelley Vance-Gallatin Co MT MISC 266.00



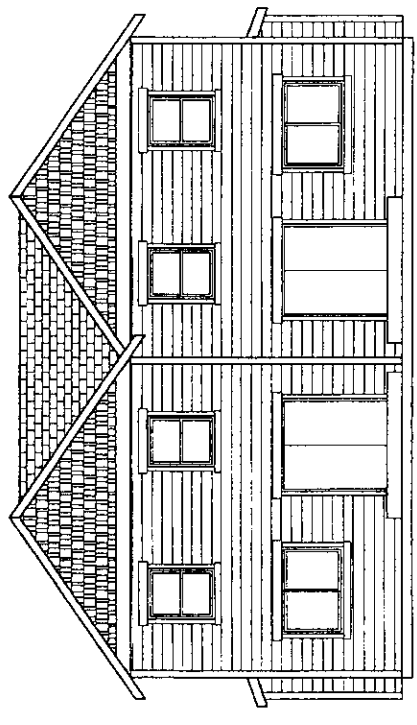
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LEFT ELEVATION scale: 1/4" = 1'-0"



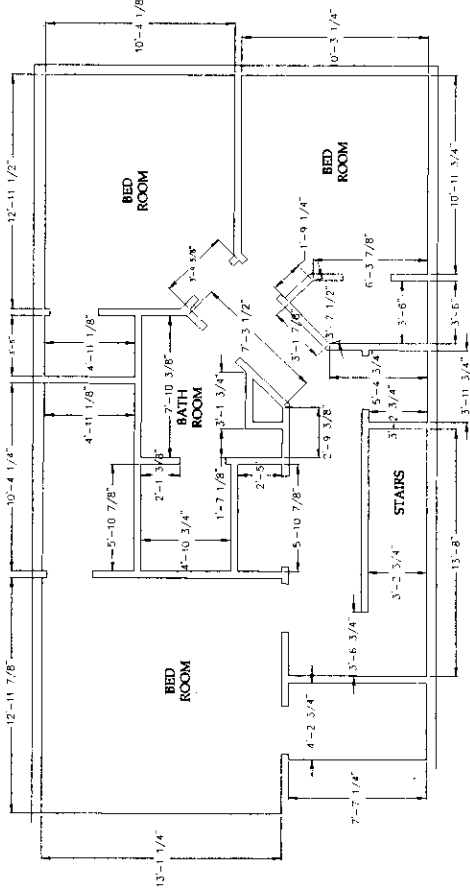
FRONT ELEVATION scale: 1/4" = 1'-0"



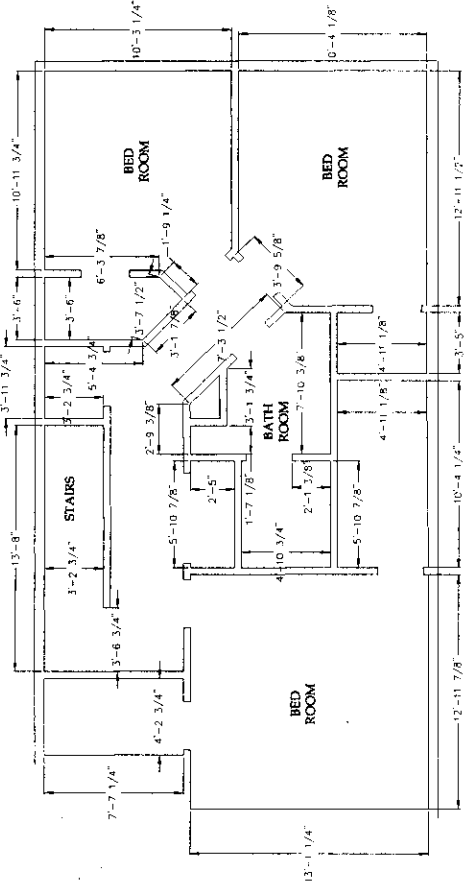
BACK ELEVATION scale: 1/4" = 1'-0"

EXHIBIT "A"

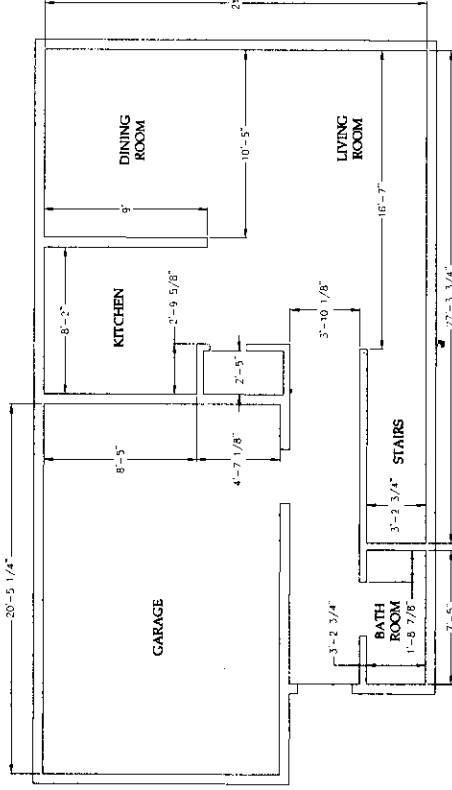
140 DROULLIARD
2nd FLOOR
757 sq. ft.



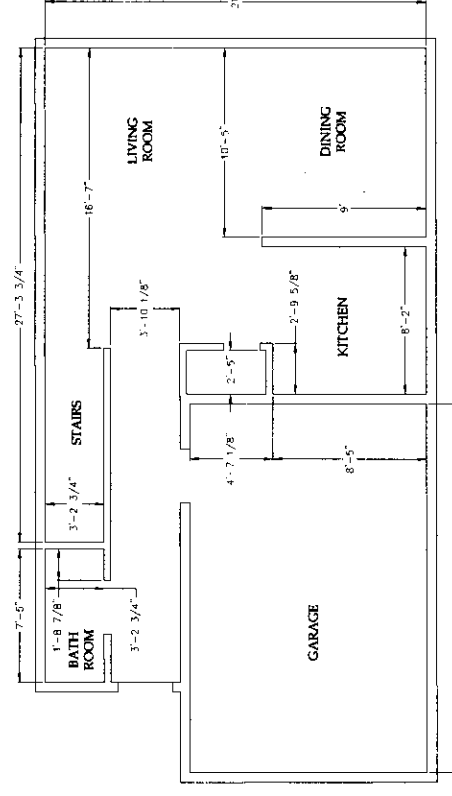
144 DROULLIARD
1ST FLOOR
757 sq. ft.



140 DROULLIARD
1ST FLOOR
790 sq. ft.



144 DROULLIARD
1ST FLOOR
790 sq. ft.



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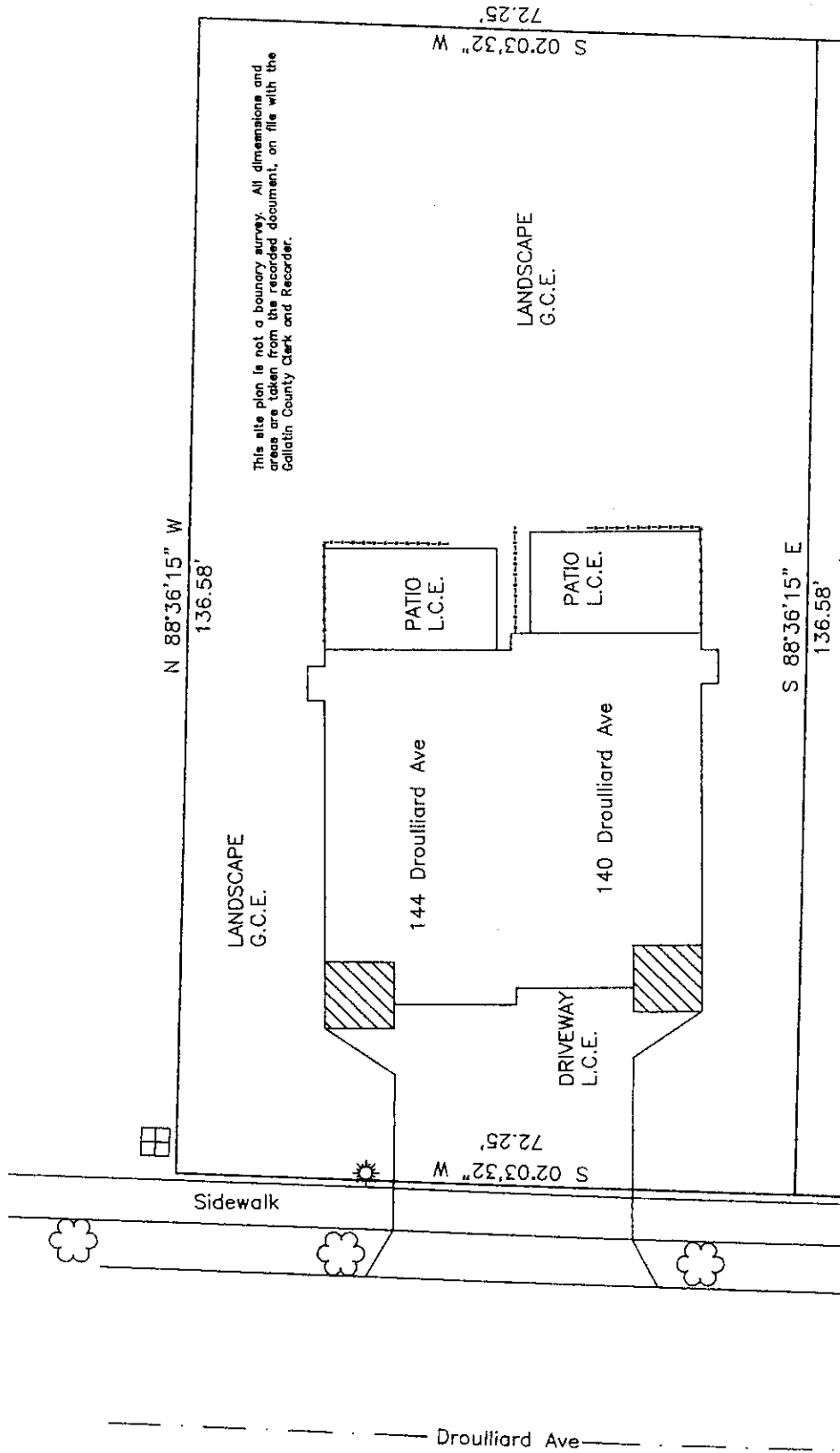


SkyLine Surveying Inc
376 Mississippi, Belgrade, MT 59603-0078

DRAWN	DATE	EXHIBIT "A"	PROJECT NO.
SJM	4/26/2006	140&144 DROULLIARD AVE	COR-001
SJL	SCALE	SHEET	
1"=10'	1 OF 1		

Site Plan

Lot 8, Block 1, of Westglen Subdivision located in the Northwest Quarter of Section 11, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana



SkyLine Surveying Inc
376 Melrose, Belgrade, MT 59609-1078

DRAWN	DATE	PROJECT NO.
SJM	4/27/2006	140&144 DROULLIARD
SCALE	SHEET	SITE PLAN
1"=20'	SJM	COB-001

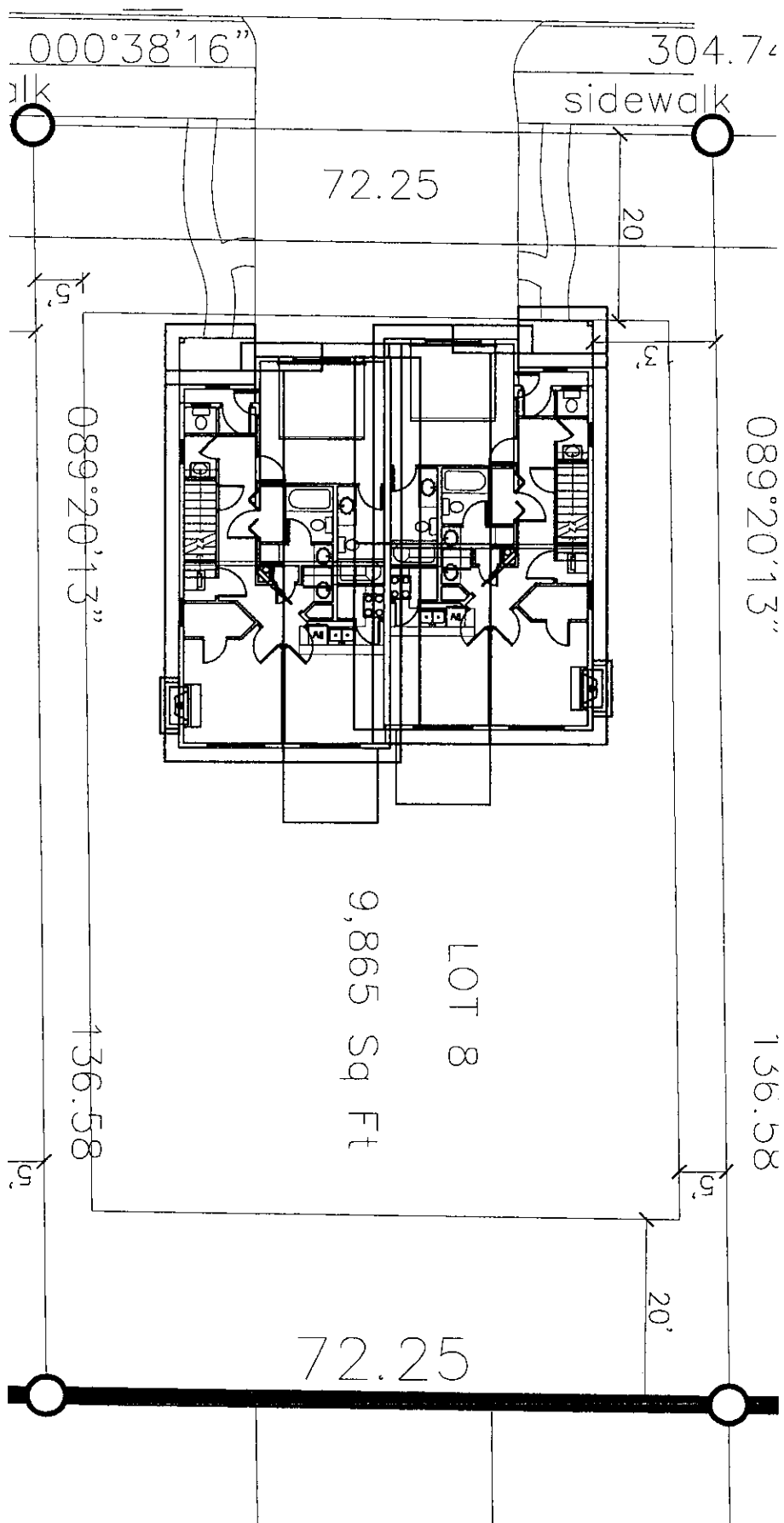
	COVERED LIMITED COMMON AREA
	2" TREE
	WOOD FENCE
	L.C.E. LIMITED COMMON AREA
	G.C.E. GENERAL COMMON AREA



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Droulliard



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Shelley Vance-Gallatin Co MT MISC 266.00

BLOCK 1

Droulliard

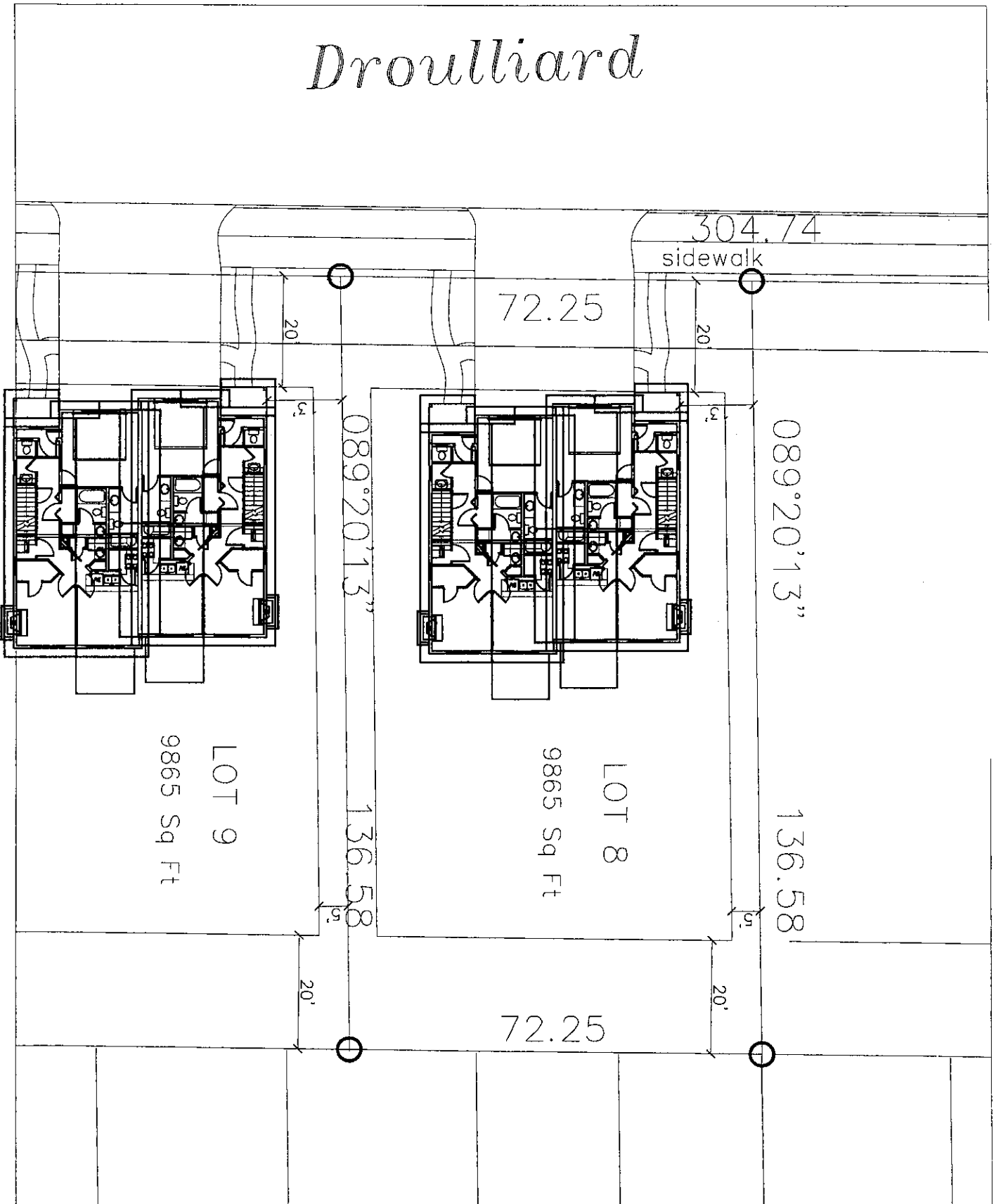
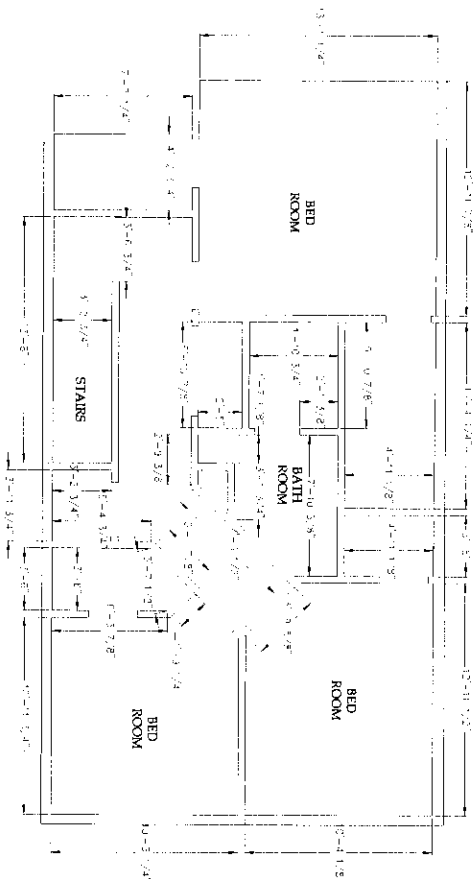
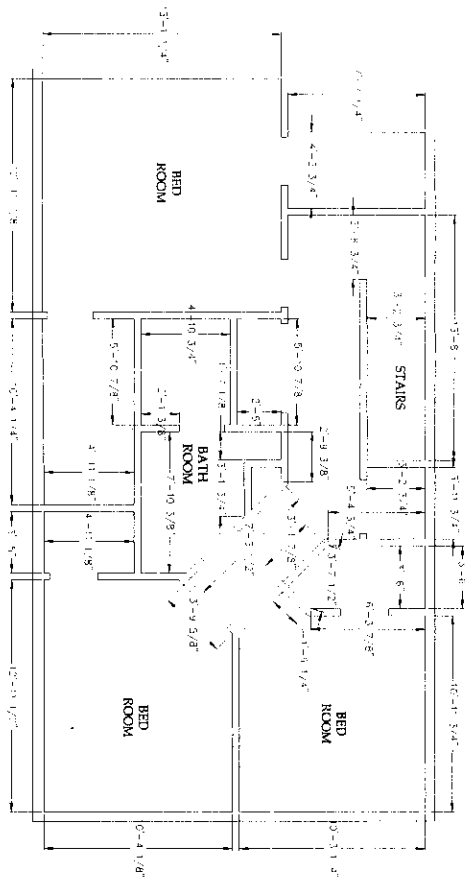


EXHIBIT "A"

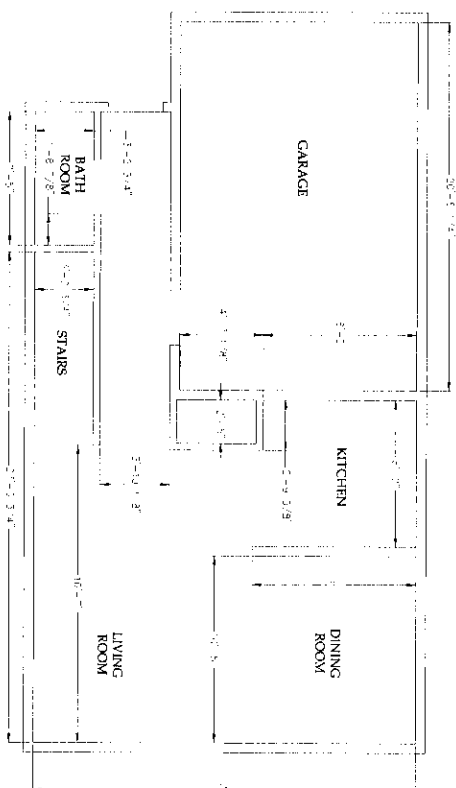
128 DROULLIARD
2ND FLOOR
797 SQ. FT.



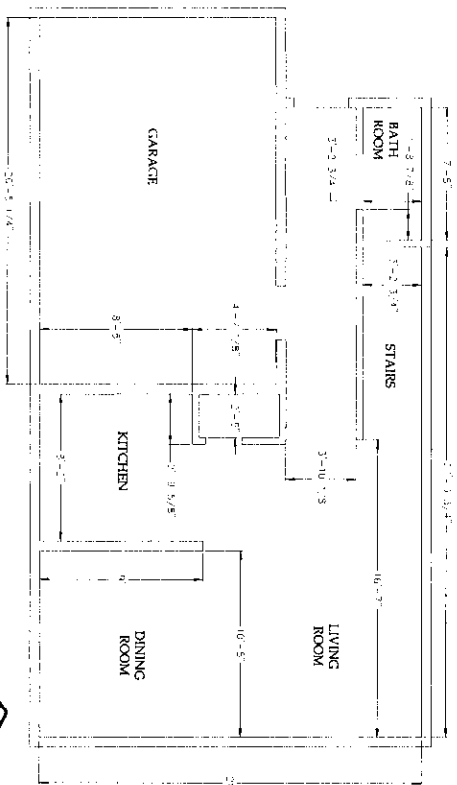
132 DROULLIARD
1ST FLOOR
757 SQ. FT.



128 DROULLIARD
1ST FLOOR
790 SQ. FT.



132 DROULLIARD
1ST FLOOR
790 SQ. FT.



[Handwritten signature]

Skyline Surveying Inc

374 Milestone, Belgrade, MT (406)580-1078

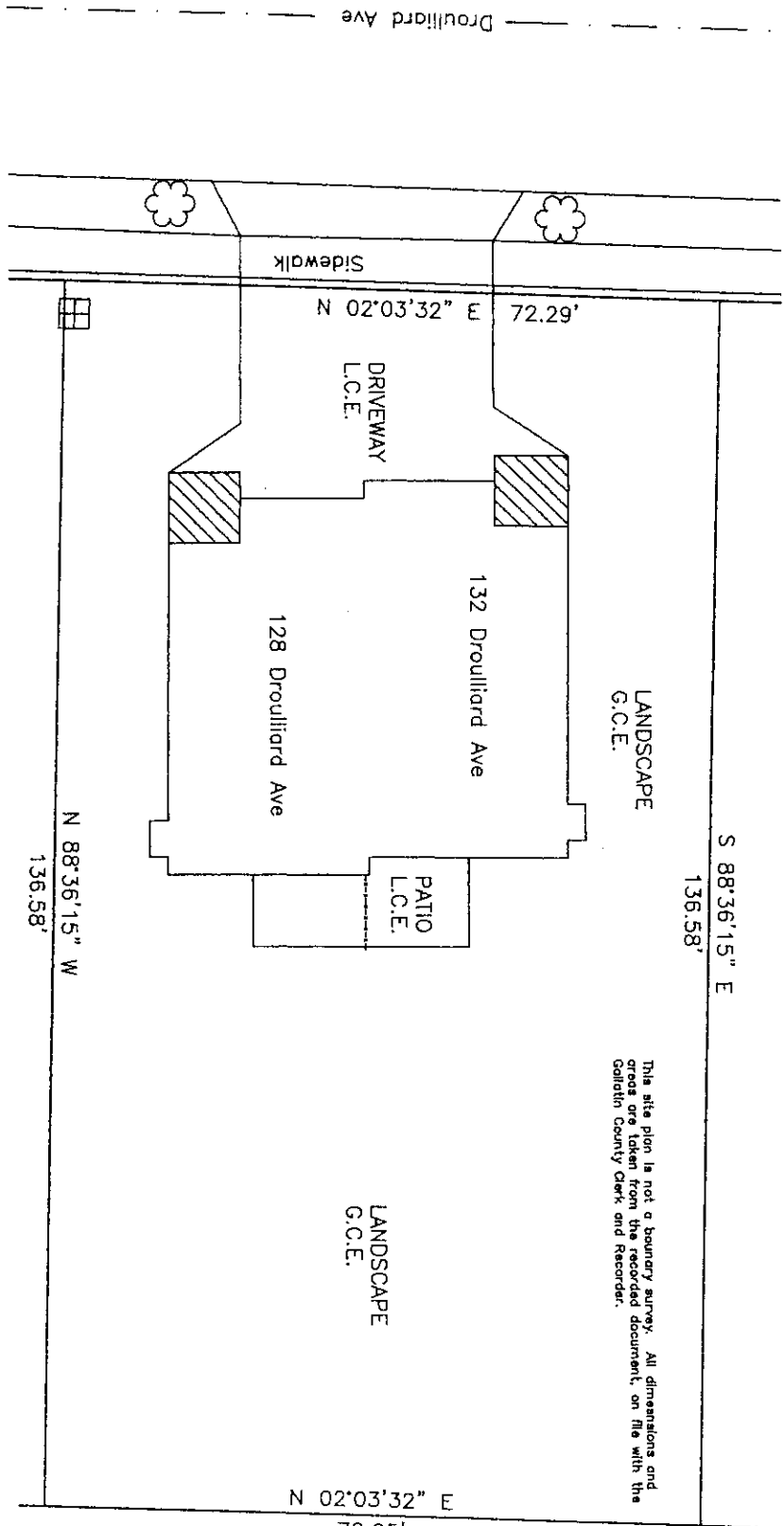
DRAWN	DATE	EXHIBIT "A"
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SCALE	SHEET	PROJECT NO.
1"=10'	1 OF 1	COB-001



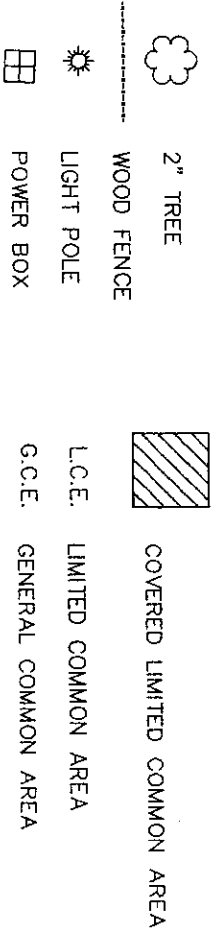
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Site Plan

Lot 9, Block 1, of Westglen Subdivision located in the Northwest Quarter of Section 11, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana



This site plan is not a boundary survey. All dimensions and areas are taken from the recorded document, on file with the Gallatin County Clerk and Recorder.

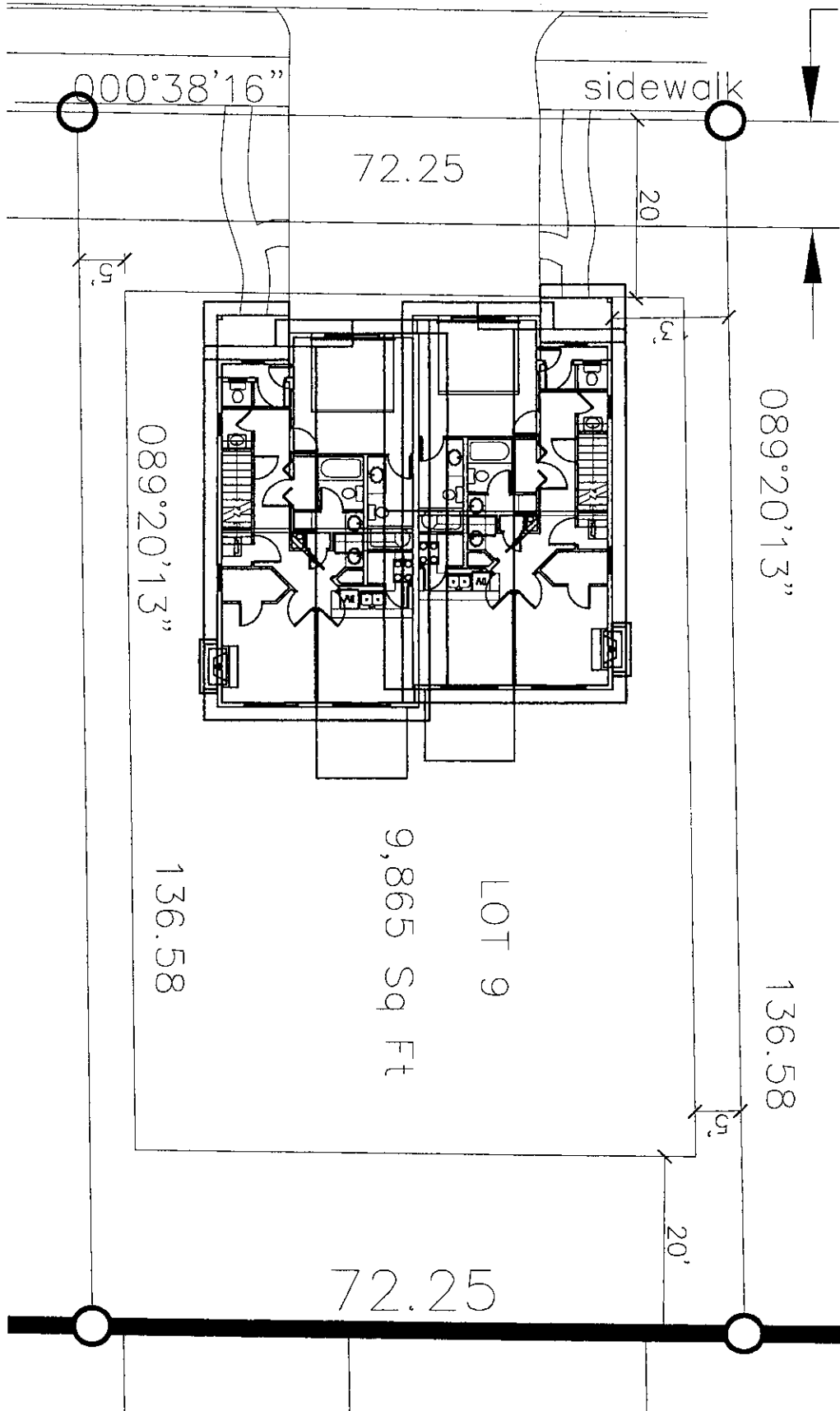


Skyline Surveying Inc			
376 Millstone, Bozeman, MT 406386-1078			
DRAWN	DATE	PROJECT NO.	
SM	4/25/2006	128&132 DROULLIARD	
SCALE	SHEET	SITE PLAN	
1"=20'	SM	COB-001	




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Droulliard 375



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BLOCK 1

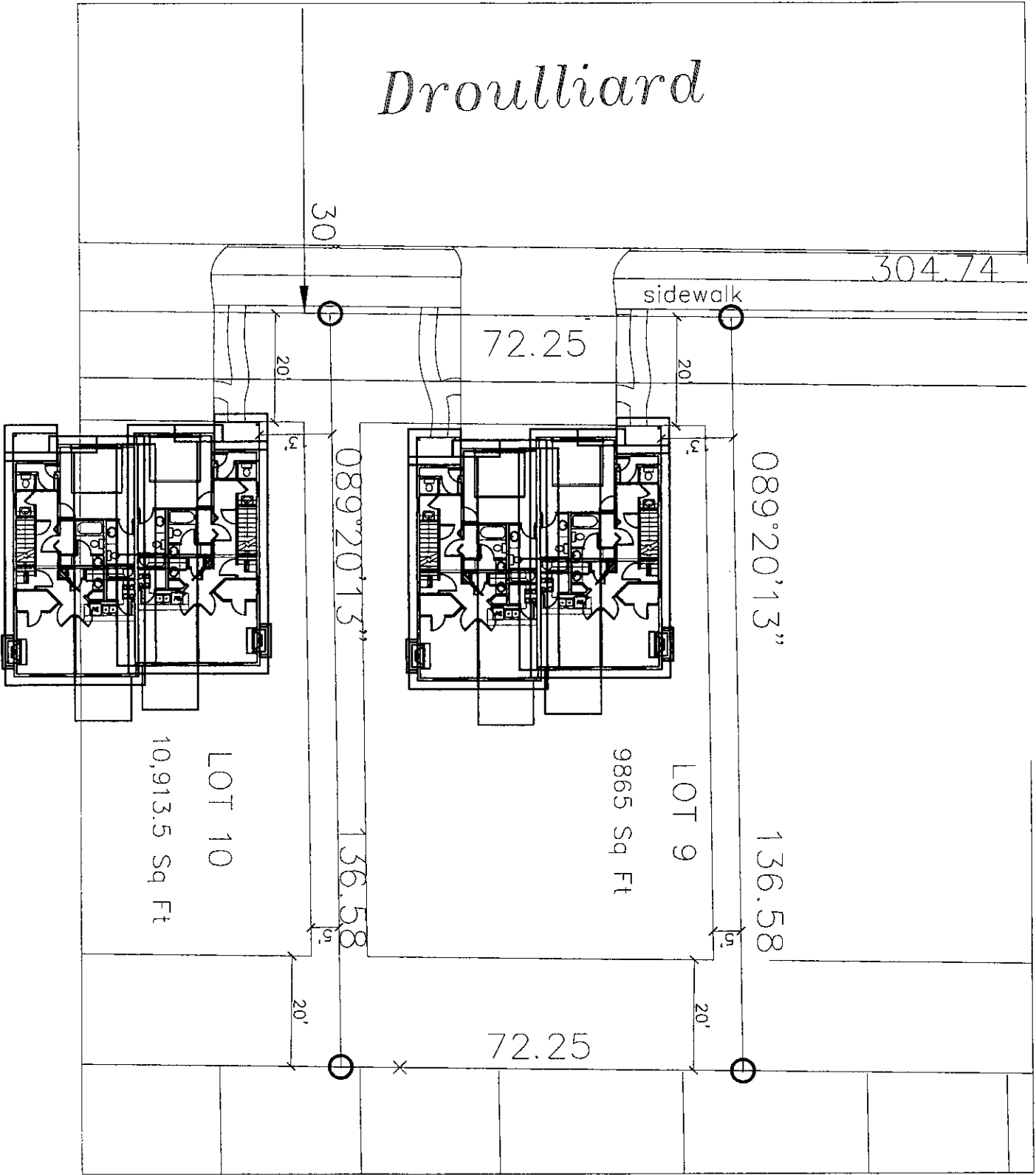
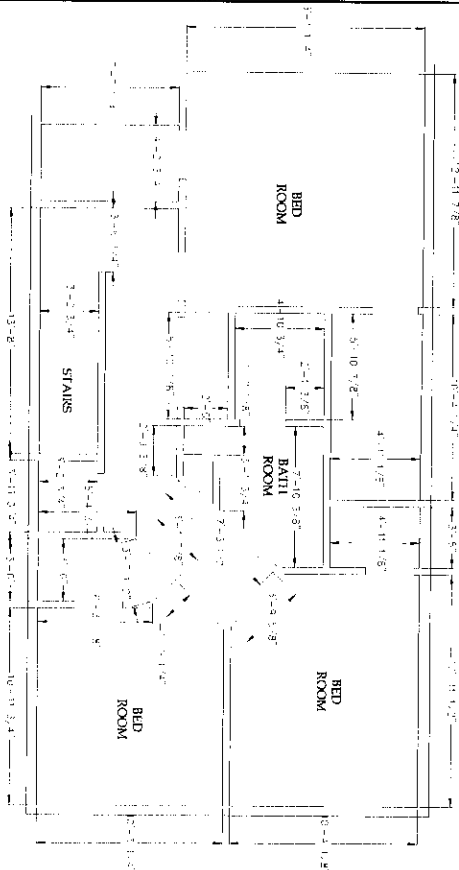


EXHIBIT "A"

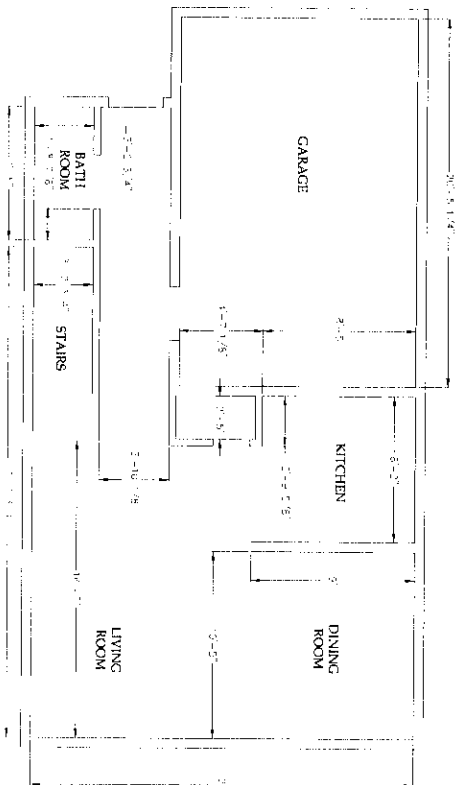
106 DROULLIARD

1ST FLOOR
757 SQ. FT.



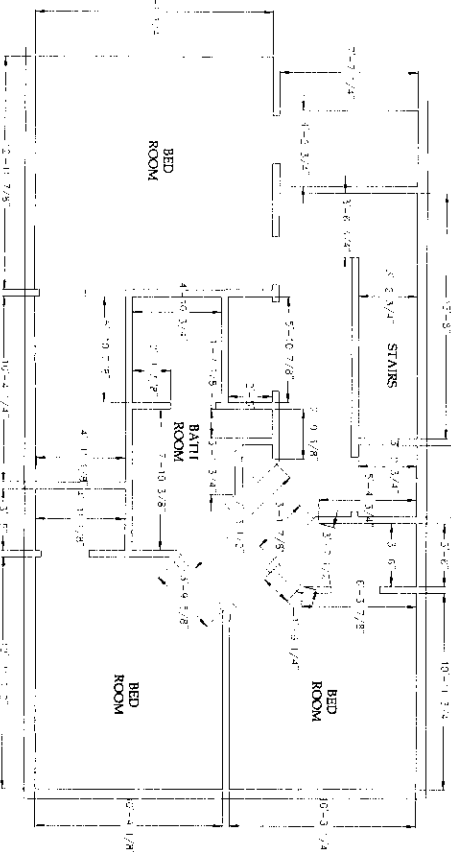
106 DROULLIARD

1ST FLOOR
790 SQ. FT.



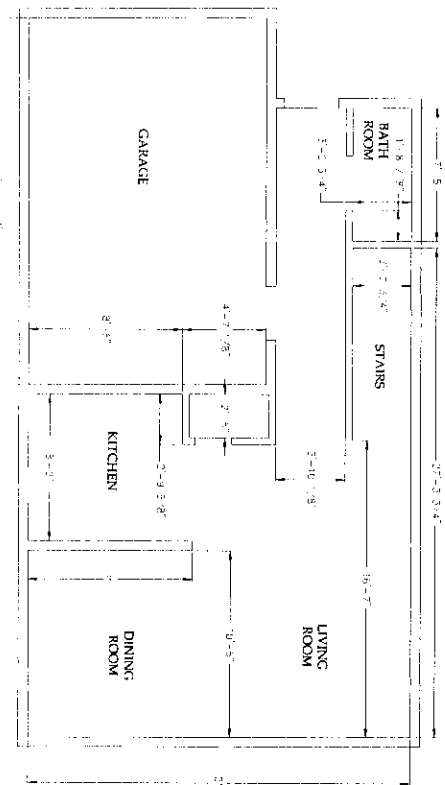
112 DROULLIARD

1ST FLOOR
757 SQ. FT.



112 DROULLIARD

1ST FLOOR
790 SQ. FT.



Handwritten signature

SkyLine Surveying Inc

376 Milestone, Beavercreek, MT (406)530-1078

EXHIBIT "A"

DATE 4/26/2006

SHEET 1 OF 1

PROJECT NO. 106&112 DROULLIARD AVE

COB-001



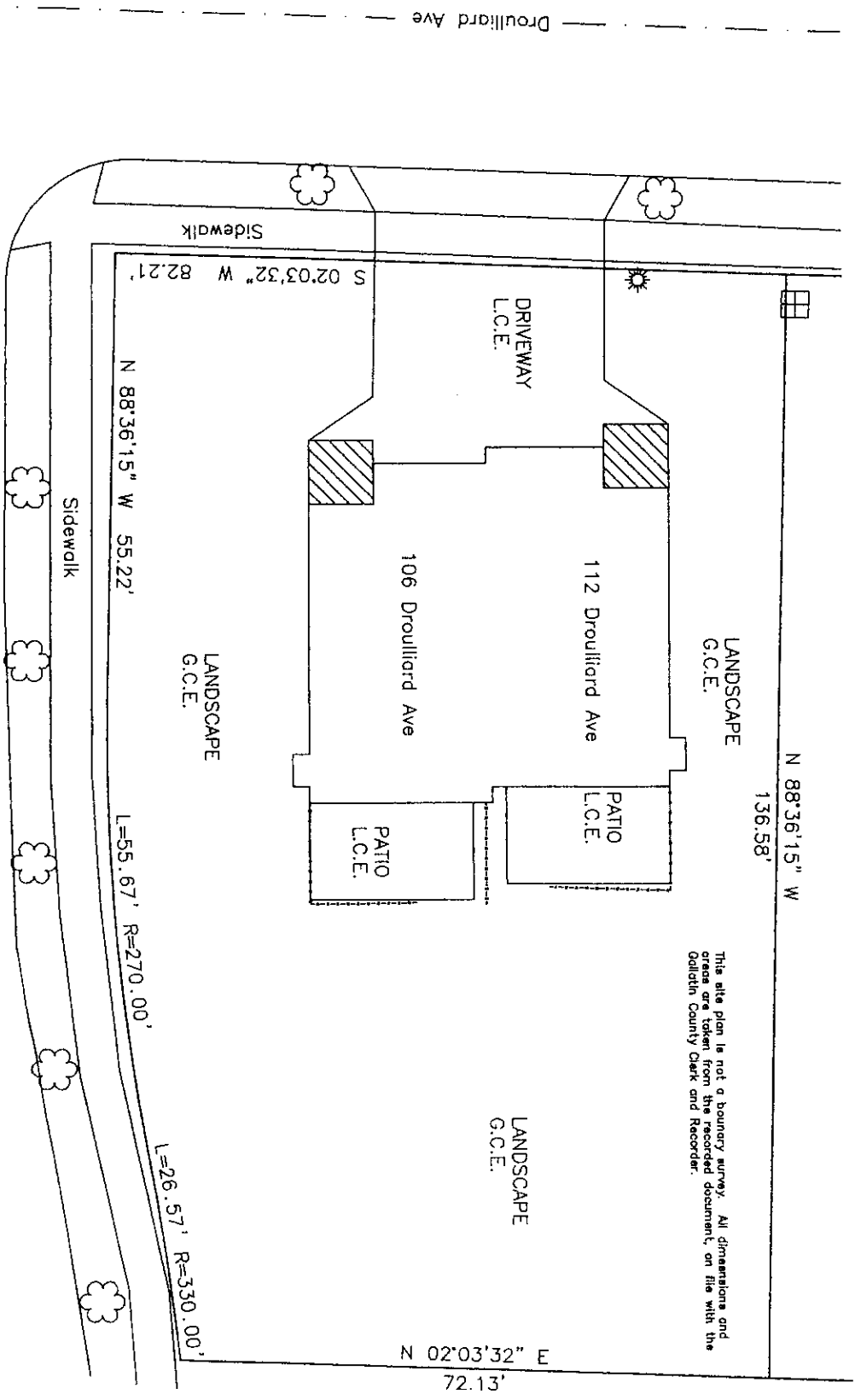
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Site Plan

Lot 10, Block 1, of Westglen Subdivision located in the Northwest Quarter of Section 11, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana



This site plan is not a boundary survey. All dimensions and areas are taken from the recorded documents, on file with the Gallatin County Clerk and Recorder.



West Mendenhall Street

Drouillard Ave

- 2" TREE
- WOOD FENCE
- LIGHT POLE
- POWER BOX
- COVERED LIMITED COMMON AREA
- LIMITED COMMON AREA
- GENERAL COMMON AREA



Skyline Surveying Inc

376 Millstone, Belgrade, MT 406580-1078

DRAWN	DATE	SHEET	PROJECT NO.
SIM	4/25/2006	SIM	106&112 DROULLIARD
SCALE			
1"=30'			



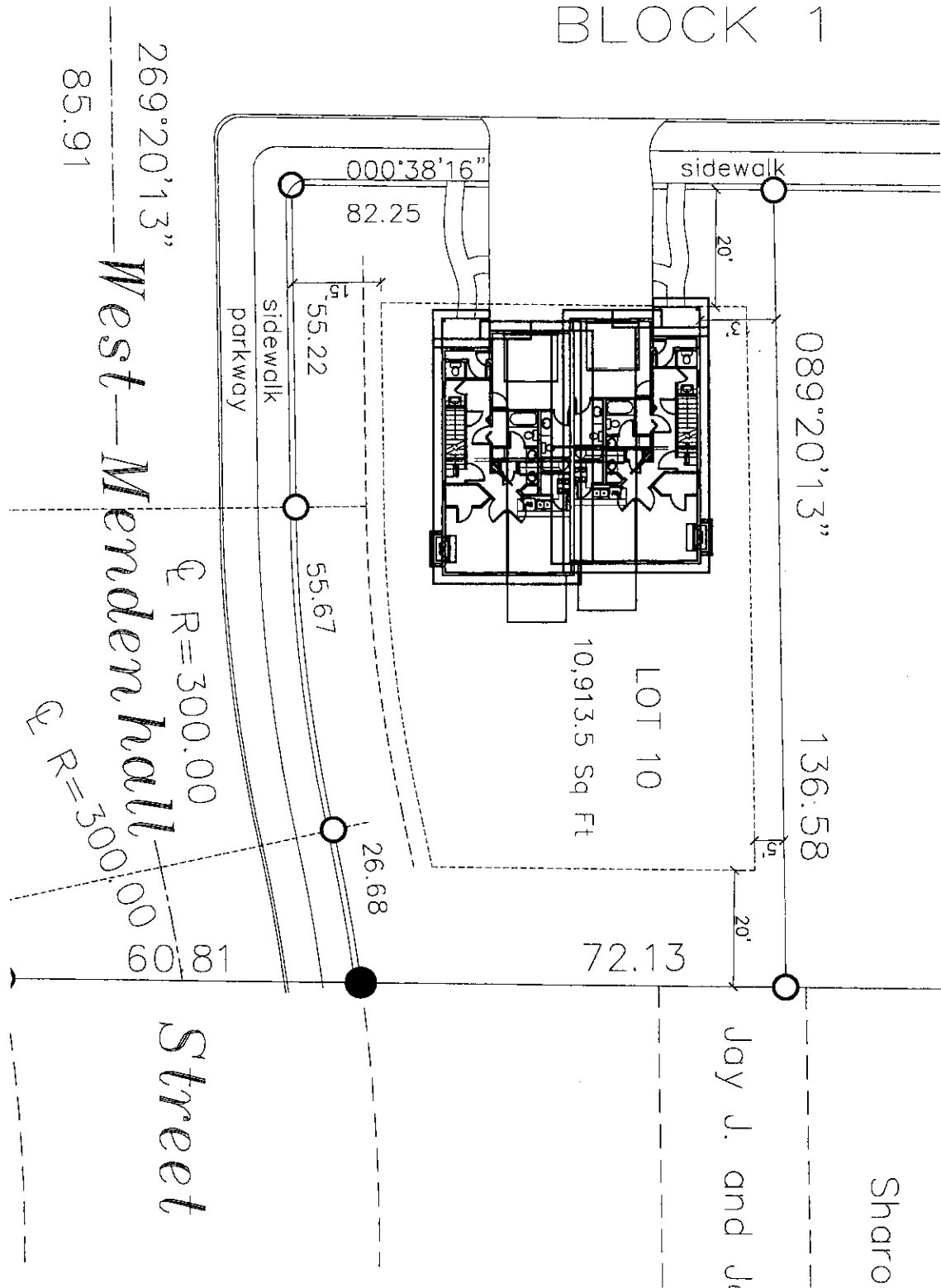
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180°38'16"

Droulliard

BLOCK 1

This plan drawn in accordance with the International Residential Code
* General Contractor is expressly responsible for code adherence

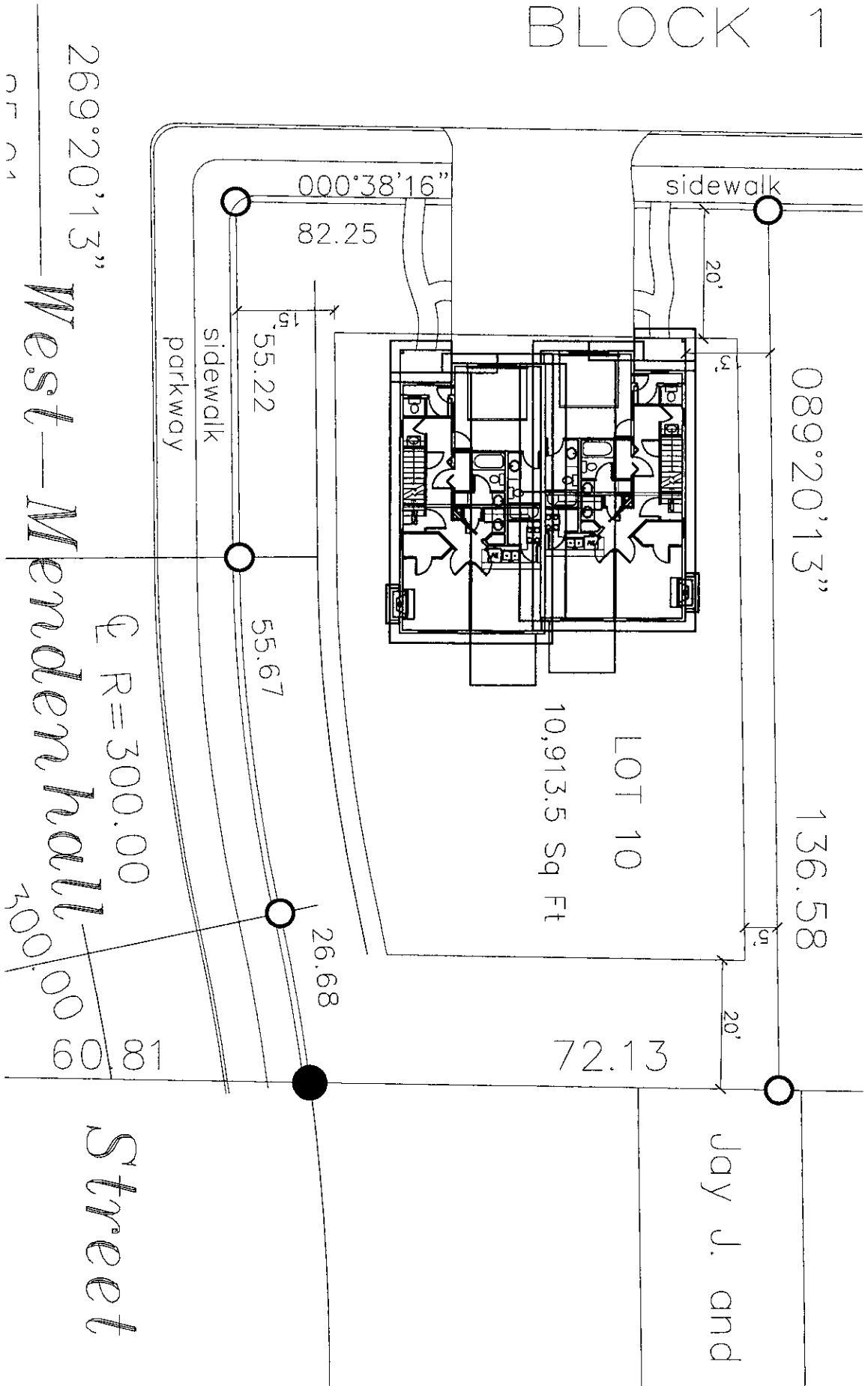


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Shelley Vance-Gallatin Co MT MISC 266.00

	a new duplex The BULLARD West Glen, Block 1, Lot 10 Bozeman, Montana Scott Johnson 594-7776	Project No: 03-0224-01	GENERAL CONTRACTOR: phone # _____ fax # _____ mobile # _____	IMPACT DRAFTING & DESIGN, INC. Stoneridge Professional Plaza 208 Charlotte, Suite 50 Bozeman, Montana 59718 406-522-5962 www.impactdrafting.com info@impactdrafting.com
		Scale: 1/8" = 1'-0"	Date: 07/26/2006	

Droulliard

BLOCK 1



Shelley Vance-Gallatin Co UNIT 111 MSC 266.00

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1565322



AMENDED BYLAWS
OF
DROULLIARD CONDOMINIUMS OWNERS ASSOCIATION

ARTICLE I

Section 1: The provisions of these Bylaws are applicable to those condominiums located at 106, 112, 128, 132, 140 and 144 Droulliard Avenue, Bozeman, MT 59715, known as Droulliard Condominiums, pursuant to the Amended Declaration of Unit Ownership dated _____, 2006 filed as Document # _____, in the office of the County Clerk and Recorder of Gallatin County, Montana and conjunction with these Amended Bylaws and in accordance with the provisions of Montana Unit Ownership Act, Title 70, Chapter 23 MCA. These Amended Bylaws supercede the Bylaws of Droulliard Condominiums Owners Association filed on June 23, 2006 as Document # 2232258 in the office of the County Clerk and Recorder of Gallatin County, Montana.

Section 2: *Covenant to Pay Assessments:* All present or future owners, tenants, future tenants or employees, or any other person who might use the space within Droulliard Condominiums in any manner, are subject to the regulations set forth in the Declaration of Unit Ownership and these Bylaws. The acquisition, occupancy, or rental of any of the units shall signify that these Bylaws are accepted, ratified, and will be complied with. Each unit owner is deemed to covenant, and agree to pay to Droulliard

Condominiums Owners Association (“the Association”) all periodic and special assessments made by the Association for common expenses and to waive any right to claim any exemption from said assessments.

Section 3: *Description of Unit Ownership:* Each unit, appurtenant undivided interest in the common elements, use of limited common elements reserved for that unit, membership in Droulliard Condominiums Owners Association, and assessment account for that unit shall together comprise one unit, shall be inseparable, and may be conveyed, devised, or encumbered only as a unit. 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.

Section 4: *Definitions:* The following definitions shall apply to the Bylaws for the Association:

- (a) “Association” means Droulliard Condominiums Owners Association, consisting of all unit owners of Droulliard condominiums units.
- (b) “Common elements” mean the general common elements and the limited common elements.
- (c) “General Common Elements” mean all those elements which are for the use of all owners and guests of owners of Droulliard Condominium units.
- (d) “Limited Common Elements” mean those elements designated in the Declaration or by agreement of the unit owners which are reserved for the use of fewer than all of the unit owners and guests of unit owners of Droulliard Condominium units.
- (e) “Majority of Unit Owners” means those owners who own more than 50% of the Droulliard condominium units.
- (f) “Unit” means the separate condominium units of Droulliard Condominiums.
- (g) “Unit Owner or Owners” mean(s) a person, or other legal entity owning a unit, including a purchaser under contract if notice of such is duly recorded, and including co-owners. A lessee of a unit is not a unit owner.

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Shelley Vance-Gallatin Co MT MISC

ARTICLE II

Section 1: *Membership in the Association:* The owner of each unit shall be a member of the Association. Membership shall be appurtenant to ownership of a unit and may not be separated.

Section 2: *Voting:* Owners shall be entitled to one vote for each unit owned. The vote for any unit owned by more than one person shall be exercised as determined by the co-owners, but in no event shall more than one vote be cast with respect to each co-owned unit. Tenants are not owners and shall not be entitled to vote unless given the proxy of a unit owner.

Section 3: *Majority of Votes:* A majority of votes shall be the votes of a “majority of unit owners” as defined in these bylaws.

Section 4: *Quorum of Owners:* Except as otherwise noted in these Bylaws, the presence in person or by a proxy of a “majority of unit owners” shall constitute a quorum. If a quorum is not present at any meeting, the members entitled to vote shall have the power to adjourn the meeting, until a quorum is present or represented.

Section 5: *Votes by Proxy:* At all meetings of owners, each owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary at or before the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit by the owner.

ARTICLE III

Section 1: *Association Duties:* The Association will have the responsibility of administering the operation of Droulliard Condominiums, establishing and collecting

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annual or special assessments for repairs, maintenance and new construction, and arranging for the management of the facility. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2: *Annual Meeting:* The annual meeting of the Association shall be held on the second Monday of January of each calendar year at 7:00 p.m., at a place to be announced by written notice, unless written notice of different date is given by the Board of Directors of the Association.

Section 3: *Special Meetings:* Special meetings may be called at any time by order of the Board of Directors.

Section 4: *Notice of Meetings:* Notice of any annual or special meetings of the Association shall be given to each member personally by mail, telephone, e-mail, or facsimile, at least ten (10) days prior to the meeting. The notice shall specify the time, place and purpose of the meeting. At annual meetings, the Association shall elect a Board of Directors. The Association may transact such further business properly before it as long as a majority of the unit owners is present at the meeting, either in person or by proxy. No business shall be transacted at a special meeting except as stated in the notice unless by consent of a majority of unit owners.

Section 5: *Order of Business:* The order of business at the meeting shall be as follows:

- (a) Proof of notice of meeting;
- (b) Determination of Quorum;
- (c) Reading and approval of minutes of prior meeting;
- (d) Presentation of financial report concerning assessments for past year and presentation and review of budget and assessments for coming year;
- (e) Election of Directors;



- (f) Unfinished Business; and
- (g) New Business.

ARTICLE IV

Section 1: *Board of Directors:* The affairs of the Association shall be governed by a Board of Directors (the "Board") comprised of three (3) persons elected by unit owners. Directors shall be members of the Association. If needed, an interim board may govern the affairs of the Association prior to its first meeting. So long as Declarants owns more than three (3) units total, the affairs of the Association shall be governed by a Board of Directors comprised of 3 members, to be appointed by the Declarants.

Section 2: *General Powers and Duties:* The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things not specifically delegated to unit owners by the Declaration of Unit Ownership or these Bylaws. The directors shall serve without compensation. Directors may be reimbursed for actual expenses incurred in the performance of duties.

Section 3: *Additional Duties:* In addition to the powers and duties provided by law, the Declaration of Unit Ownership or these Bylaws, or by resolutions of the Association, the Board shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the building and common areas;
- (b) Collection of annual or special assessments from unit owners;
- (c) Designation and dismissal of a manager and/or other personnel necessary for the maintenance and operation of the building, the common area and facilities;
- (d) Review and determination of the amount of assessments payable by unit owners and imposition of special assessments for approved capital expenses, repair, and maintenance of the exterior of the building, exterior common areas, and for emergencies. Assessments shall be imposed as set forth in Article VI;



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- (e) To send written notice of any changes in the rate for regular assessments at least ten (10) days prior to the assessment year and to send written notice of each special assessment to each unit owner at least thirty (30) days before due;
- (f) Recording and foreclosing of any liens against property for delinquent assessments or filing such an action at law against a unit owner personally obligated to pay such delinquent assessment;
- (g) Obtaining and maintaining adequate insurance coverage as provided in Article VI below;
- (h) Payment of any and all taxes and assessments imposed on the common areas;
- (i) Payment of all debts of the Association;
- (j) Approving vouchers for payment of all legal claims against the Association; and
- (k) To contract for maintenance, repairs, new construction, and alterations and improvements to the common areas.

Section 4: *Employment of Manager:* The Board may employ for the Association a manager or management agent at compensation established by the Board to perform such duties and services as the Board shall authorize, including but not limited to, the duties listed above.

Section 5: *Election and Term of Office:* At the first annual meeting of the Association, the term of office of one (1) Director shall be fixed at three (3) years, the term of office of the second Director shall be fixed at two (2) years, and the term of office for the third Director shall be fixed at one (1) year so that the terms of one-third of the directors expire annually. At the expiration of the initial term of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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Section 6: *Removal of Directors:* Any Director may be removed by a majority vote of the unit owners at any regular meeting or at a special meeting called for that purpose. In the event of such removal, a successor may be elected in the manner provided for election of directors to fill the vacancy for the unexpired term.

Section 7: *Board Meetings:* The first meeting of a newly elected Board shall be held immediately following the annual meeting of the Association. No notice of this meeting shall be necessary. Any subsequent meetings must be given in writing, by e-mail or in person at least three (3) days prior to the meeting. A quorum must be present in order to conduct business. The majority rules.

ARTICLE V

Section 1: *Officers:* At its annual meeting the Board shall elect a President, Secretary, and Treasurer. The Board may, in its discretion, also elect a Vice-President and such other assistant as the Board deems necessary. Any two (2) or more offices may be held by the same persons, except the offices of President and Secretary. Interim officers may be appointed in the event that an Interim Board is in place prior to the first meeting

Section 2: *Term of Office:* The officers of the Association shall be elected on an annual basis.

Section 3: *President:* The President shall preside at all meetings of the Association and the Board. The President shall have general supervision over the affairs of the Association and its officers and all of the powers and duties usually vested in the office of President, and shall also perform other duties as may be assigned by the Board.

Section 4: *Vice-President:* If a Vice-President is elected, the Vice-President

shall act for the President in the President's absence, and shall also perform such other duties as assigned by the Board.

Section 5: *Secretary:* The Secretary shall keep the books and records of the Association and the Board and record all minutes of meetings of both.

Section 6: *Treasurer:* The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate records of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for depositing all monies and other valuable effects on behalf of the Association in such banks or depositories as are designated by the Board.

ARTICLE VI

Section 1: *Common Expenses:*

All of the following Association expenses shall be common expenses:

- (a) Administrative expenses of the Association, including compensation of the manager of the Association, if one is employed.
- (b) The cost of routine maintenance of general and limited common elements. For purposes of this section, routine maintenance is defined as landscaping care, snow removal, and common walkway cleaning.
- (c) All bills for utilities provided to common areas.
- (d) The cost of furnishing all interior common areas.
- (e) Casualty, fidelity, and liability insurance premiums for the units and common area.
- (f) The cost of maintenance and repair of the exterior surfaces of the building.
- (g) The cost of capital improvements to the common elements.

Section 2: *Assessment for Common Expenses.* It is the intent of the Association that common expenses shall be charged to the unit owners consistent with



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the percentage of undivided interest of each owner in the common elements. Therefore, unit owners shall be responsible for all assessments levied against their unit based upon such percentage, and each unit shall share common expenses based upon said percentage. Each individual holding an ownership interest in a unit shall be jointly and severally liable for said assessments with any other person owning an interest in said unit. In addition to assessments, all units shall be levied reasonable monthly dues to cover any association expenses not contemplated in Section 1 above. Such dues shall be held in a separate account by the Association. The amount of the dues is adjustable by the Association on an annual basis, and may be reasonably increased, or in the alternative, suspended, for any given year should the Association determine that they are unnecessary.

Section 3: *Collection of Assessments.* Assessments for common expenses shall be due thirty days from the date of mailing of such assessment and may be payable in one annual payment or in quarterly installments, at the option of the Association. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

Section 4: *Records of Assessments:* The Secretary and Treasurer shall maintain records showing assessments made against unit owners which shall be available for inspection at all reasonable times by unit owners, their representatives, insurers, and guarantors of the first mortgages at any reasonable time. Such records shall show the amounts of all assessments paid and unpaid. The Treasurer may issue certificates as to the status of a unit owner's assessment account to such persons as the unit owner may request in writing, and such certificates shall limit the liability of any person to whom it is addressed other than the unit owner.

Section 5: *Liability for Unpaid Assessments:* Unit owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable for a

specific unit at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. Unpaid portions of assessments which are due shall be secured by a lien upon the unit as provided in the declaration upon the filing of a claim in accordance with the provisions of MCA § 70-23-607.

The Association may maintain a suit to recover a money judgment for unpaid assessments against said unit owner without foreclosing or waiving the lien securing the same. All costs of collection of delinquent assessments, including but not limited to, court costs, costs of filing liens, and attorneys 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. If a purchaser of a unit obtains title to the unit as a result of a foreclosure of a first mortgage or trust indenture, such purchaser, its successors and assignees, shall be liable for the share of the assessed, but unpaid, common expenses or assessments chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser. No sale or transfer of a unit shall relieve the purchaser from liability for assessments due or from the lien thereof.

Section 6: *Penalty for Late Payment:* Assessments paid more than ten (10) days after the date due shall bear interest at the rate of 15 percent (15%) per annum from the date due until paid. All payments upon assessments shall be applied first to interest and then to the earliest assessment due. Interest collected shall be credited to a common expense account.

ARTICLE VII

Section 1: *Obligations of Unit Owners:* Every unit owner shall be responsible for all maintenance of and repairs to the interior of his unit, and for routine maintenance of limited common elements used exclusively by the unit owner, except for repairs covered by insurance purchased by the Association. Each unit owner shall be

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responsible for all damage to other units or to the common elements resulting from the failure to conduct such maintenance and repair. Unit owners shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damage through the fault of the unit owner. Each unit owner shall be responsible for obtaining fire and other insurance on the unit owner's personal property, and liability insurance to the extent deemed necessary by each unit owner. Each unit owner shall be responsible for paying all taxes and assessments on his unit. All fixtures, lines, pipes, equipment, or other internal installations within or serving a single unit shall be maintained, replaced, and kept in repair by the unit owner, except in the event of damage covered by insurance purchased by the Association.

Section 2: *Obligations of the Association:* The Association shall be responsible for any maintenance, repair, and replacement of any general common elements and limited common elements, except as otherwise provided in Section 1 above. The Association shall also be responsible for keeping common utility lines in good repair and condition at all times and for replacing all broken windows. The Association may employ personnel necessary for the maintenance, upkeep and repair of the common elements as is deemed necessary.

Section 3: *Resolution of Conflicting Obligations:* In the event it is unclear whether an improvement is a common element or a part of a unit, the following rule shall apply: the exterior of the building, improvements outside the building, and those shared by or serving both units shall be considered common elements; improvements inside a unit shall be part of the unit served. All maintenance, repair, and replacement shall be in accordance with the plans of the building.

Section 4: *Structural Modifications:* A unit owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the management agent, if any, or

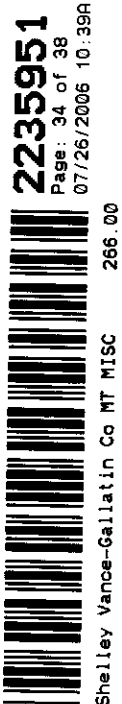
through the President of the Board, if no agent is employed. The Association shall have the obligation to answer in ten (10) days, and failure to do so within the stipulated time shall mean there is no objection to the proposed modification or alteration. Nothing shall be done in or to any unit or the common elements that will negatively affect the structural integrity of the building.

Section 5: *Right of Entry:* Every unit owner shall grant the immediate right of entry to the directors or to any other person authorized by the Board in case of any emergency originating in or threatening such unit, regardless of whether the unit owner is present at the time. Additionally, a unit owner shall permit other unit owners, or their representatives, when so required, to enter such unit for the purpose of performing installations, alterations, or repairs to the plumbing, mechanical, or electrical services, provided request for entry is made in advance (at least 24 hours for non-emergencies) and that the time of such entry is reasonably convenient to the other unit owner. If the unit owner cannot be present for such action, the owner can demand that a third party be present during this time.

Section 6: *Covenants Regarding Use of Unit and Common Elements:*

The following covenants shall apply to each unit:

- (a) No canvassing, soliciting, and peddling shall be allowed in the building. The unit space is to be used for residential purposes only.
- (b) No unit owner may install wiring for electrical, telephone, television antenna, machines, air conditioning, etc. on the exterior of the project or that protrudes through the walls or the roof of the project except as authorized by the Association.
- (c) No motor vehicle maintenance is allowed on Droulliard Condominium property. Only routine, short-term upkeep to vehicles, such as vacuuming and washing, is allowed.
- (d) Droulliard Condominium units are also subject to all rules, regulations, covenants, restrictions, etc. of the City of Bozeman



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Section 7: *Easements:* The following easements exist for the benefit of each unit owner and as a burden on other units and common elements:

- (a) Easement through the general common areas for ingress and egress for all unit owners and occupants and their guests for those persons making use of such common elements. The unit owners and occupants and their guests shall have an unrestricted right of ingress and egress across the common elements to their respective units.
- (b) Easements through units and common elements as necessary for such maintenance, repair, and replacement needs.
- (c) An easement of structural support for the benefit of the common elements through every portion of a unit which contributes to the structural support of the building.
- (d) Easements for the furnishing of utility services within the building, including but not limited to conduits, ducts, plumbing, and wiring through the units and common elements.
- (e) An easement over and across the common areas for mail service, fire service, police protection, and emergency vehicles.

The easements set forth above shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements, or on the units for the purpose of marketability of title.

Section 8: *Other Rules:* Additional administrative rules and regulations relating to the details of the operation of Droulliard Condominiums and the use of the common elements may be adopted or amended by the Board at any regular meeting or at any special meeting called for that purpose.

Section 9: *Rights of Action:* The Association and any aggrieved unit owner shall have the right to maintain an action for specific performance, for damages and/or for injunction, against any unit owner or the Association for failure to comply with the

provisions of the Declaration or these bylaws, or any restrictive covenants adopted by the Association.

Section 10: *Units Subject to Bylaws:* The provisions of these Bylaws, the Declaration of Unit Ownership, and rules and regulations adopted by the Association are covenants running with the land, and are binding upon any person having an interest in a unit. If any of these Bylaws are determined invalid, the invalidity of such provision shall not affect the validity or enforceability of the remainder of the Bylaws. No provision in the Declaration, the Bylaws, and rules and regulations of the Association shall be deemed to have been waived by a failure to enforce it.

ARTICLE VIII

Section 1: *Amendments:* These Bylaws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by 75% as set forth in Section 70-23-307 M.C.A of the unit owners and until a copy of the Bylaws, as amended and certified by the presiding officer and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Gallatin County.

Section 2: *Conflicts:* In the event the provisions of these Bylaws conflict with the Montana Unit Ownership Act, or the Declaration of Unit Ownership for Droulliard Condominiums, the provisions of the Act and the Declaration shall govern. In the event of a conflict between the Declaration and Act, the provisions of the Act shall govern.

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IN WITNESS WHEREOF, the undersigned, execute this instrument as evidence of the adoption of the Bylaws of Droulliard Condominium Owners Association, and certifies that the foregoing is a true and correct copy of the Bylaws of Droulliard Condominium Owners Association.


Justin P. Williams

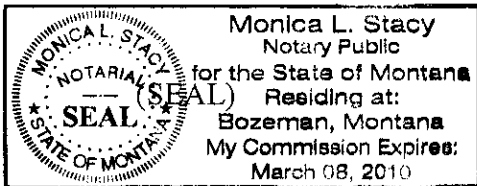

Andy Nye

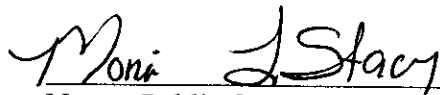

Dean Mailey

STATE OF MONTANA)
 :SS.
County of Gallatin)

On this 20 day of July, 2006, before me, the undersigned officer, personally appeared JUSTIN P. WILLIAMS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written




Notary Public for State of Montana
Printed Name: Monica L Stacy
Residing at: Bozeman
My Commission Expires: March 8, 2010

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

On this 17 day of July, 2006, before me, the undersigned officer, personally appeared **Andy Nye**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Droulliard Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written

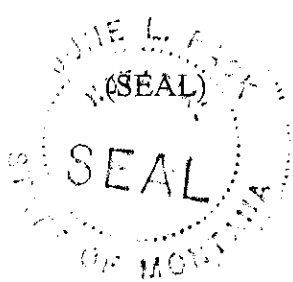


June L Pack
Notary Public for State of Montana
Printed Name: *June L Pack*
Residing at: *Sheridan*
My Commission Expires: *5/5/2008*

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

On this 17 day of July, 2006, before me, the undersigned officer, personally appeared **Dean Mailey**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Droulliard Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



June L Pack
Notary Public for State of Montana
Printed Name: *June L Pack*
Residing at: *Sheridan*
My Commission Expires: *5/5/2008*

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