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**DECLARATION  
FOR THE  
THE FLATS CONDOMINIUMS**

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Declaration for THE FLATS CONDOMINIUMS

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## 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 FLATS CONDOMINIUMS, situated as follows:

BAXTER MEADOWS SUB PH 2A, S34, T01 S, R05 E, BLOCK 16, Lot 1, ACRES 0.422, PLAT J-383.

1. That the name THE FLATS CONDOMINIUMS is not the same as, similar to or pronounced the same as a word in the name of any other property or subdivision within Gallatin County, except for the word Condominiums and;
2. All taxes and assessments due and payable for the said THE FLATS CONDOMINIUMS have been paid to date.

DATED: 1-4-2024

Kathleen J Hensel  
COUNTY ASSESSOR  
Treasurer

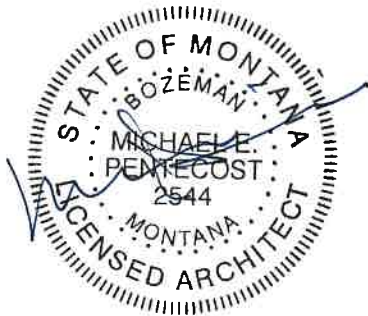
CERTIFICATE OF FLOOR PLAN

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

That the floor plans for 2350 Vaquero Parkway units (101,102,103,104,201,202,203,204) and 2352 Vaquero Parkway units (105,106,107,108,205,206,207,208) of THE FLATS CONDOMINIUMS, situated according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of THE FLATS CONDOMINIUMS and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Bozeman having jurisdiction to issue building permits.

The floor plans accurately depicting the layout, location, unit designation and dimensions of each unit as built, shall be recorded by the Declarant thirty (30) days from the date of completion of the building or from the date of occupancy of the building, whichever first occurs.

DATED: 11/13/2023



Michael E. Penrecost  
REGISTERED PROFESSIONAL ARCHITECT  
Number: 2544

## DECLARATION

### FOR THE

### THE FLATS CONDOMINIUMS

THIS DECLARATION is hereby made and entered into this 29<sup>th</sup> day of December 2023, by The Flats at Baxter Meadows LLC, hereinafter referred to as a Declarant, whereby lands and property hereinafter described are submitted to the provisions of Chapter 23, Title 70, M.C.A., also known as the Unit Ownership Act as a condominium.

The property subject to this Declaration shall be known as THE FLATS CONDOMINIUMS and is more particularly described on **Exhibit A**. The addresses of THE FLATS CONDOMINIUMS are 2350 Vaquero Parkway Unit (101, 102, 103, 104, 201, 202, 203, 204) and 2352 Vaquero Parkway Unit (105, 106, 107, 108, 205, 206, 207, 208).

#### I. DEFINITIONS

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

1. Aggregate Voting shall mean the entire number of votes of persons present or available to vote in person or by proxy in a particular circumstance.
2. Association or Association of Unit Owners shall mean all of the Unit Owners acting as a group and in accordance with duly adopted Bylaws and this Declaration, specifically THE FLATS CONDOMINIUMS HOMEOWNERS ASSOCIATION.
3. Board or Board of Directors shall mean the Board of Directors of the Association as more particularly defined in the Bylaws.
4. Building shall mean a multiple unit building or buildings comprising a party of the property.
5. Bylaws shall mean the Bylaws promulgated by the Association under this Declaration and the Unit Ownership Act.

6. Common Elements shall mean both general common elements and limited common elements. Common Elements may also be referred to as General Common Area.

A. General Common Elements include all those elements which are for the use of all Unit Owners and guests of Unit Owners of THE FLATS CONDOMINIUMS. Specifically included are: grounds surrounding the buildings, the land on which the buildings are located, paths, sidewalks and walkways, any portion of the parking areas not specifically allocated to a particular unit, any irrigation system placed on the property for landscape maintenance, any portions of the buildings designated on the floor plans as common to all Units, electrical, gas, telephone, water and sewer lines and connections serving all of the units, landscaping, plants and other materials and improvements separate from and outside of the buildings containing the units, and other elements necessary for the safety, maintenance and existence of THE FLATS CONDOMINIUMS in which each Unit Owner shall have his designated percentage of interest, as set forth in paragraph IV below.

B. Limited Common Elements as used in this Declaration shall mean those common elements which are reserved for the use of fewer than all of the owners and guests of Unit Owners of THE FLATS CONDOMINIUMS, to the exclusion of other such owners and guests. As to any given Unit Owner or Owners, limited common elements shall mean the common elements which are located within or affixed to the building containing his unit and/or limited in use to fewer than all the owners as depicted in this Declaration, and which are for the use of the Unit Owners and guests of that Unit in which the elements are located or situated on the real property known as THE FLATS CONDOMINIUMS. Specifically included are:

(1) Flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical, gas, cable television lines, hot and cold water pipes (all such utility pipes and lines are limited common elements where they service only one or two units; where they service all units, they shall be general common elements), entrances, stoops, furnaces, air conditioner condenser or unit, indicated sidewalks, patios, decks, garages, windows, exterior facing doors, driveways, storage areas, boilers, hot water tanks, and fixtures, or other portions of the building servicing only a particular unit or less than all of the units. The percentage of the separate units

interest in the limited common elements shall be computed by determining the number of units that have use of the limited common elements and dividing that number into the total value of those limited common elements.

7. Common expenses shall mean expenses of administration, maintenance, repair or replacement of general common elements, expenses agreed upon as common by the Association of all Unit Owners, and expenses declared common by the Unit Ownership Act.
8. Declaration shall mean this document and all parts attached thereto or incorporated by reference.
9. Limited Expenses shall mean the expenses attributable to the maintenance, repair and replacement of limited common elements, and are expenses only for owners of units within the respective building for which the expenses are accrued.
10. Manager shall mean the manager, the Board of Directors, management corporation, or any other person or group of persons retained or appointed by THE FLATS CONDOMINIUMS HOMEOWNERS ASSOCIATION for the purpose of conducting the day-to-day operations of THE FLATS CONDOMINIUMS.
11. Property shall mean the land, buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the provisions of the Unit Ownership Act.
12. Recording Officer shall mean the county officer charged with the duty of filing and recording deeds, mortgages and all other instruments or documents relating to this Declaration and the property which is its subject.
13. Unit shall be the separate condominium units of THE FLATS CONDOMINIUMS and is a parcel of real property including and containing one or more rooms occupying one or more floors or a part of parts thereof, intended for any type of independent use, and which a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.
14. Unit Designation Units shall be designated by unit numbers.



15. Unit Owner shall mean the person or persons owning a fee simple absolute, or one who is a co-owner in any real estate tenancy relationship that is recognized under the laws of the State of Montana, in one or more units of THE FLATS CONDOMINIUMS.

## **II. REAL ESTATE**

### **Description.**

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described in **Exhibit A** attached hereto.

The condominium units declared in the present declaration in THE FLATS CONDOMINIUMS consist of two (2) buildings with sixteen (16) separate units listed as Units 101,102,103,104,105,106,107,108, 201,202, 203, 204, 205, 206, 207, 208 and one (1) detached eight (8) unit garage building. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land and shall include every unit and shall be binding upon the Unit owners, their heirs, successors, personal representatives and assigns for as long as THE FLATS CONDOMINIUMS Declaration and Bylaws are in effect.

The real property submitted to the Unit Ownership Act is subject to existing easements, covenants, articles of incorporation, bylaws, terms, conditions, obligations, disclosures, reservations, restrictions, dedications, conditions shown and delineated in the documents, plats and site plan filed or recorded with the Clerk and Recorder of Gallatin County, Montana, or the State of Montana, applicable to said real property and subject to zoning ordinances and land use restrictions, if any, laws and regulations of the State of Montana and United States of America, and also subject to taxes, assessments and charges levied by the City of Bozeman, County of Gallatin, improvement districts, sewer and water districts and fire districts, if any.

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

### **Exemptions and Exclusions.**

As certified pursuant to MCA §76-4-127, THE FLATS CONDOMINIUMS are excluded from review by the Montana Department of Environmental Quality pursuant to the exemption allotted for in MCA §76-4-125(1)(d)(iii) under §76-3-203(2).

### **Condominium Units.**

Each Unit, together with the appurtenant undivided interest in the common elements of THE FLATS CONDOMINIUMS, shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are contained in not to exceed two (2) buildings.

### **Encroachments.**

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

### **Unit Boundaries.**

Each Unit shall include the part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

- A. Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
- (1) Upper Boundary: The plane of the lowest surfaces of the upper floor or ceiling joists for all units.
  - (2) Lower Boundary: The plane of the highest surface of the concrete floor.

B. Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior Building Walls: The plane formed by the center line of the exterior walls of the buildings except that such boundary shall exclude all exterior doors and windows in the Unit.

(2) Interior Building Walls: The vertical planes of the centerline of the walls bounding a Unit extended to an intersection with other perimetrical boundaries. Where walls between units are of varying thicknesses, the plane of the centerline of a boundary wall shall be the median line drawn between the two outermost boundaries of such wall.

### **III. EASEMENT, COMMON ELEMENT - INTERIOR REMODELING**

#### **Common Element Easements.**

A nonexclusive right of ingress, egress and support through the limited common elements within the buildings is appurtenant to each unit, and all of the general common elements are subject to such rights.

#### **Easement for Utilities.**

Each Unit may have its air space penetrated by electrical wires and lines, gas lines, mechanical equipment including air handling ducts, hot and cold water lines, waste water lines and vents and other utility and mechanical lines, pipes or equipment. A nonexclusive easement shall exist through, over and across each unit for inspection, installation, maintenance, replacement and repair of such utility lines and mechanical equipment for the use of all of the unit Owners or the Unit Owners being serviced by the air space being penetrated by such lines and/or equipment to a minimum, ingress and egress for the purpose of such inspection, installation, maintenance, replacement or repair of such easement rights shall only be done under the direction and approval and with the authority of the Owners Association and/or the Manager unless an emergency exists, in which event any action may reasonably be taken which is justified under the circumstances to minimize damage which would otherwise occur as a consequence of such emergency.

#### **Interior Remodeling.**

Each Unit Owner shall have the exclusive right to paint, repaint, tile, wax, paper, panel, carpet, brick or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own Unit, and the interior thereof, so long as such owner does not affect the structural integrity of the building in which his Unit is located.

**IV. OWNERSHIP AND VOTING - EXHIBITS - USE**

**Percentage of Interest.**

Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his Unit. Additionally, each Unit Owner shall have a percentage of undivided interest in the general common elements of THE FLATS CONDOMINIUMS. Such percentage represents his ownership interest in the general common elements, and his liability for common expenses. The percentage of interest in the general common elements for the respective owners shall be computed by taking the square footage of each Unit at the date of filing this Declaration and dividing it by the then combined square footage of all the units having an interest in the general common elements of THE FLATS CONDOMINIUMS. Such percentage of interest owned by each of the Units in THE FLATS CONDOMINIUMS shall be according to the percentages set forth below:

**UNIT      SQUARE FOOTAGE      INTEREST IN GENERAL COMMON  
ELEMENTS**

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**2350 Vaquero Parkway**

Unit 101	548	6.08%
Unit 102	547	6.07%
Unit 103	547	6.07%
Unit 104	548	6.08%
Unit 201	575	6.38%
Unit 202	569	6.32%
Unit 203	569	6.32%
Unit 204	575	6.38%

**2352 Vaquero Parkway**

Unit 105	553	6.14%
Unit 106	553	6.14%
Unit 107	553	6.14%
Unit 108	553	6.14%
Unit 205	578	6.42%

Unit 206	584	6.48%
Unit 207	577	6.41%
Unit 208	577	6.41%

Detached Garage Building  
2129 N/A  
**TOTALS 100%**

For the purposes of this Declaration as set forth below, the voting interest of the Unit Owner or Owners in all matters concerning the Association of the Unit Owners shall be equal to the other units in accordance with the Bylaws of the Association of the Unit Owners.

**Floor Plans and Exhibits.**

THE FLATS CONDOMINIUMS, will consist of two (2) buildings on the real property described in **Exhibit A**, which contains sixteen (16) units as shown on the floor plans.

For identification and descriptive purposes, the following Exhibits are attached and by reference hereto incorporated into and made a part of this Declaration:

**Exhibit B:** Showing the floor plans and elevations for each of the Units of THE FLATS CONDOMINIUMS, the area of each, and the dimensions and the designation for each Unit.

**Exhibit C:** Showing the site plan of THE FLATS CONDOMINIUMS and the location of the buildings containing THE FLATS CONDOMINIUMS Units on the Property.

**Construction Materials.**

The principal materials of construction of the Units are concrete for the foundations, footings and slabs, wood and wood products for the framing, structural and finish work, sheetrock, composite board, and for the interior, carpet, wood, vinyl, tile or wood composite products for the floors, lap siding for exterior wall surfaces, and TPO or similar for the roof of the buildings.

**Use.**

The use of all of the units in THE FLATS CONDOMINIUMS declared as mixed use shall be mixed use purposes subject to the Baxter Meadows Neighborhood Center (BMNC) permitted uses. Nothing shall prohibit a Unit Owner from leasing or renting his/her Unit to third persons or holding it out for lease or rental or entering into an Agreement or contract with others for the lease or rental of his/her unit for mixed-use. The use of the general common areas shall be for the recreation and enjoyment of the Unit Owners, their guests, tenants, lessees and invitees. The units and common elements shall be limited as follows:

- A. There shall be no obstruction of the common elements, nor shall anything be stored in or on the general common elements without the prior written consent of the Association. Each Owner shall be obligated to maintain and keep in good order and repair the interior of his own unit.
- B. Nothing shall be done or kept in any Unit or in the common elements which will increase the rate of insurance on the building or contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his Unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be permitted on the common elements.
- C. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, and no sign, awning, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior written consent of the Association. Seasonal decorations that are promptly removed after the season and reasonable name plates or identification signs for individual units may be allowed.
- D. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the property by its residents. No offensive or unlawful use shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

- E. Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the building or which would structurally change the building, except as is otherwise provided herein.
- F. No animals of any kind shall be raised, bred or kept in any Unit, except that dogs, cats and other household pets may be kept subject to rules and regulations from time to time adopted or amended by the Association. All dogs must be kept on a leash while on the condominium property in accordance with the laws of the City of Bozeman. Additionally, Unit Owners, their tenants and any guests, shall be responsible for the immediate clean-up of any pet waste and the repair of any damage caused by pets to any of the general or limited common areas.
- G. Nothing shall be altered or constructed in or removed from the common elements, and no easements, liens or encumbrances placed on the common elements, except upon the written consent of two-thirds of the aggregate interest of the Unit Owners affected by such action.
- H. Garbage shall be placed in the shared onsite dumpster as seen on **EXHIBIT C**.
- I. Campers, trailers, boats and other recreational vehicles may only be brought onto the condominium properties for loading and unloading for immediate use. No inoperable vehicles, and no campers, boats, recreational vehicles, or trailers, shall be left parked in the condominium parking areas for more than 24 hours at one time. Repeated parking of such vehicles or trailers is also prohibited unless approved in writing by the association.

#### **Exclusive Ownership.**

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

### **V. THE ASSOCIATION**

#### **Membership.**

Any Owner of a Unit in THE FLATS CONDOMINIUMS shall automatically, upon becoming the Owner of said Unit, be a member of THE FLATS CONDOMINIUMS HOMEOWNERS ASSOCIATION, hereinafter referred to as the Association, and shall remain a member of said Association until such time as his membership in said Association shall automatically cease. The membership shall be limited to Unit Owners as defined in this Declaration.

**Function.**

It shall be the function of the Association to:

- A. Adopt Bylaws for the governance of the Association.
- B. Make provisions for the general management and/or repairs and maintenance of THE FLATS CONDOMINIUMS.
- C. Levy assessments as provided for in the Declaration, Bylaws and Unit Ownership Act.
- D. Determine a fine schedule, and levy fines and penalties as provided for in the Declaration, Bylaws and Unit Ownership Act.
- E. Record liens as provided for in the Declaration, Bylaws and Unit Ownership Act.
- F. Adopt and implement a policy for the affairs of the condominium.
- G. Enter into contracts or hire personnel for the management of the affairs of the Association and the maintenance and repair of the common areas.
- H. Be responsible for the perpetual maintenance of the landscaping, common open space, sidewalks and driveway.

**Voting.**

On all matters, unless excluded by this Declaration, to be decided by the Association, each unit shall be entitled to have one vote. An owner of a condominium unit, upon becoming an Owner, shall be a member of the Association and remain a member for the period of his Unit Ownership. Except as otherwise provided in the Unit Ownership



Act, this Declaration or the Bylaws, a majority of the aggregate interest present at any meeting or by proxy shall be sufficient to act on matters brought before the Association. Meetings of the Association shall only be conducted when a quorum is present, as defined in the Association Bylaws. Dates of annual meetings shall be set by the Association.

**Failure to Comply.**

Each owner shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all costs, including attorney fees incurred in connection therewith, which action shall be maintainable by the Manager in the name of the Association, on behalf of the owner, or in the proper case, by an aggrieved owner.

**Fines and Penalties.**

The Association, acting through the Board or the Manager, shall have the authority to determine fines and levy fines against Units for any violation of the covenants set forth herein or for any violation of the rules and regulations duly adopted by the Board. Violations caused by a tenant shall be assessed against the occupied Unit and shall be the responsibility of the Unit Owner. For each violation, the Unit owner may be fined according to the following fine schedule or another fine schedule as determined by the Association in accordance with this Declaration and the Bylaws:

First Offense:	Oral or written warning
Second Offense:	\$50.00
Third Offense and More:	\$100.00

All fines shall be considered final and shall be considered an assessment and a lien against the Unit unless the Unit Owner makes a written appeal to the Board within five (5) business days of receiving the fine and the Board subsequently overturns such fine. The Board shall have thirty days to meet and render its decision regarding the fine, which decision shall be final. All fines may be collected by the Association in the same manner as an assessment as set forth herein. All fines not paid within thirty (30) days shall accrue interest at the then maximum current legal rate of interest per annum on the amount of

the fine from the due date thereof.

**Payment of Assessments.**

All assessments shall be due ten (10) days from the date of mailing such assessment following the meeting at which time assessments are levied by the Association, and may be payable in one annual payment or in quarterly installments, at the option of the Unit Owner. The amount of the common expenses assessed against each Unit, and the amount of limited common expenses assessed against each Unit shall be the personal and individual debt of the owner thereof. No owner may exempt themselves from liability for this contribution toward the common expenses and the limited expenses by waiver of the use of enjoyment of any of the general common elements or limited common elements or by abandonment of his Unit. All assessments which are not paid within thirty (30) days from the date they are due and payable become delinquent and are subject to interest and penalty charges.

The Association or Manager shall have the responsibility of taking prompt action to collect any unpaid assessment which becomes delinquent. In the event of delinquency in the payment of the assessment, the Unit Owners shall be obligated to pay interest at the then current legal rate of interest per annum on the amount of the assessment from the due date thereof, together with all expenses, including attorney fees incurred, together with such interest and late charges as are provided in the Bylaws of the Association. Suit to recover a money judgment for unpaid common expenses and limited expenses may be maintainable without foreclosing or waiving the lien securing the same.

**Levying Assessments - When Made - Purposes.**

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

- A. Assessments shall be made as a part of the regular business of the Association at any regular or special meeting thereof as provided in the Bylaws of the Association. Notice of the assessment, amount thereof, and the purpose for which it is made whether regular or special, including an annual budget for expenditures and operation, shall be served on all Unit Owners affected by delivering a copy of the same to the Owner personally or by mailing a copy of the notice to the Owners at their addresses of record at least ten (10) days prior to the date for such meeting.

B. Assessments shall be made for the repair, replacement, general maintenance, management and administration of common elements, fees, costs and expenses of the manager, taxes for common areas if any, and for the Unit Owners percentage share of any Special Improvement District Assessments. Assessments shall be based upon and computed by using the percentage of interest that each Unit Owner has in the general common elements.

C. Assessments may also be made for the payment of limited common element expenses such that the Unit Owners are chargeable only for the expenses relating to their respective units or building, Unit Owners shall share in the payment for limited expenses for the repair, maintenance, and replacement of limited common elements of their respective Units in accordance with the percentage the Unit or Units have in the limited common elements for which the assessment is being made. If only one unit is associated with the limited common elements involved, then the entire cost of such repair, maintenance or replacement shall be borne by that Unit.

D. Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Montana Unit Ownership Act.

E. Common expenses and profits, if any, of the condominiums shall be distributed among and charged to, the Unit Owners according to the percentage of undivided interest of each in the common elements.

F. In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant of conveyance, without prejudice to the Grantees right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of said unpaid assessments against the Grantor due the Association and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

G. At the time the Association holds its first meeting, or at any duly noticed meeting thereafter, a reserve account may be set up to which initial assessments shall then be deposited, and which assessment shall be a sum that is equal to two times the monthly assessment fee for that year multiplied by the number of Units in the project. Said total amount shall then be divided equally among all Unit

Owners. If the Declarant still holds title to one or more Units, they shall pay the amount assessed against each Unit so owned.

**First Right of Refusal.**

Any right of first refusal placed on a Unit by the owner shall not adversely impact the rights of a mortgagee to (i) foreclose or take title to the Unit, pursuant to the remedies in the mortgage; (ii) accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or (iii) sell or lease the Unit acquired by the mortgage.

**Availability of Declaration, Bylaws and Accountings.**

All Unit Owners, lenders, holders and insurers of first mortgages on any Unit are entitled to copies of the current Declarations, Bylaws, and rules governing THE FLATS CONDOMINIUMS and all records and financial statements of the Association.

The same shall be made available to prospective purchasers by the Association.

**VI. DECLARANT'S RIGHT TO CHANGE**

The Declarant reserves the right to change the interior design and arrangement of all Units, and alter the boundaries between Units, so long as the Declarant owns the Units so altered. No such change shall increase the number of Units or alter the boundary of the general common elements without an amendment of this Declaration. The Declarant reserves the right to modify the materials so long as any modification utilizes materials of substantially similar quality.

Until ninety-nine percent (99%) of the units have been built and sold, Declarant reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership project, which shall not materially adversely affect the Units. Any amendment that may materially adversely impact the nature of the mortgage holders interest shall be subject to approval of at least fifty-one percent (51%) of the Unit owners.

Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, the Articles of Incorporation or By-Laws of the Association, Declarant reserves the right to exercise the rights, duties and functions of the Board of Directors of the Association until ninety-nine percent (99%) of the condominium units have been sold. During the period of development and sale of the remaining condominium units, the monthly assessment for common expenses shall be based upon the estimate

of the actual cost thereof, excluding therefrom any estimated amount for contingencies, reserves or sinking funds, and Declarant shall pay his pro rata share thereof only for those condominium units which have been completed.

## **VII. AMENDMENT**

Amendment of this Declaration shall be made in the following manner:

At any regular or special meeting of the Association of Unit Owners, such amendment may be proposed as a resolution by any Unit Owner, the Board or Manager. Upon adoption of the resolution by a majority vote of those present, the amendment shall be made a subject for consideration at the next succeeding meeting of the Association with notice thereof, together with a copy of the amendment, to be furnished to each owner no later than thirty (30) days in advance of such meeting. At such meeting, the amendment, exclusive of amendments that impact the common elements, shall be approved upon receiving the favorable vote of seventy-five percent (75%) of the total percentage vote of all the Unit Owners. If so approved, it shall be the responsibility of the Association to file the amendment with the Clerk and Records office of Gallatin County, Montana.

Notwithstanding the procedure set forth above, the Declarant may amend this Declaration, or any other project document, prior to any sale or lease of a Unit or interest thereof.

## **VIII. CHANGES, REPAIRS AND LIENS**

### **Alterations by Unit Owners Association.**

The interior plan of a Unit may be changed by the owner. The boundaries between Units may be changed only by the Owners of the Units affected. No Units may be subdivided. No change in the boundaries of Units shall encroach upon the boundaries of the common elements.

Boundary walls must be equal in quality of design and construction to the existing boundary walls. A change in the boundaries between Units shall be set forth in an amendment to this Declaration. In addition to compliance with the provisions of Paragraph VII above, such amendment must further set forth and contain plans for the Units concerned showing the Units after the change in boundaries, which plans shall be drawn by an architect licensed to practice in Montana, and attached to the amendment as an

exhibit, together with the certificate of architect or engineer required by the Unit Ownership Act. Such an amendment shall be signed and acknowledged by the owners of the Units concerned, as well as those owners with an interest in any common element affected. The amendment shall also be approved by the Board of Directors of the Association, and signed and acknowledged by all lienors and mortgagees of the Units concerned.

### **Maintenance by Unit Owners.**

Each owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed in the Unit, commencing at a point where the utilities enter the Unit, shall be maintained and kept in repair by the owner thereof. An owner shall neither act nor perform any work that will impair the structural soundness or integrity of the building or impair any easement.

Each owner shall also keep any balcony, entrance or deck area appurtenant to his Unit in a clean and sanitary condition. The right of each owner to repair, alter and remodel is coupled with the obligation to replace any finishing or other materials removed with similar type or kinds of materials. All glass replacement shall be with similar quality, shade and design. No act or alteration, repairing or remodeling by any Unit Owner shall impair in any way the integrity of the adjoining Units or the integrity of limited common elements or general common elements.

### **Exterior Alterations.**

No Owner may change, alter or remodel the exterior of his Unit without the prior written approval of the Association.

### **Liens for Alterations.**

Labor performed and materials furnished and incorporated into a Unit with the consent of or at the request of the Unit Owner, his agent, his contractor or subcontractor shall be the basis for the filing of a lien against the Unit or the Unit Owner consenting to or requesting the same. Each Unit Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit or any other Owner or against the general or limited common elements for construction performed or for labor, materials, services or other products incorporated in the Owners Unit at such Owners request.

### **Liens and Foreclosure.**

All sums assessed but unpaid for the share of general common expenses and limited common expenses chargeable to any Unit, and fines and penalties, shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the Unit in favor of any assessing authority, and all sums unpaid on a first mortgage, a first trust indenture, or contract for deed of record. To evidence such lien, the Association shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest and late charges thereon, the name of the Unit Owner, and a description of the Unit. Such notice shall be signed and verified by one of the officers of the Association or by the Manager, or his authorized agent, and shall be recorded in the office of the Clerk and Recorder of Gallatin County, Montana. Such lien shall attach from the date of recording such notice. Such lien may be enforced by the foreclosure of the defaulting Owners Unit by the Association as provided in the Unit Ownership Act in like manner as foreclosure of a mortgage on real property. In any foreclosure, the Unit Owner shall be required to pay a reasonable rental for the unit, if so provided in the Bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same. In any such proceeding the Owner may be required to pay the costs, expenses and attorney/s fees incurred in filing a lien, and in the event of foreclosure proceedings, additional costs, expenses and attorney/s fees incurred.

### **Notice.**

A holder, insurer or guarantor of a first mortgage, upon written request to the Association, is entitled to notice of

- A. any proposed amendment to the Declarations or Bylaws that affect a change in the (i) boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any Unit or the liability for common expenses appertaining thereto, and (iii) the number of the Owners within THE FLATS CONDOMINIUMS;
- B. any proposed termination of the condominium regime;
- C. any condemnation loss or any casualty loss which affects a material portion of

the conditions or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

- D. any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insured or guarantor, where such delinquency has continued for a period of sixty (60) days;
- E. any lapse, cancellation or material modification of any insurance policy maintained by the Owners= Association.

Said notice must include the name and address of such holder, insurer or guarantor on the Unit number.

Consent of such disclosure is hereby given by each Unit Owner.

#### **Bidding at Foreclosure.**

The Association shall have the power to bid on the Unit at a foreclosure or other legal sale, and to acquire and hold, lease, mortgage and vote the votes appurtenant to, convey or otherwise deal with the same. Any lienholder holding a lien on the Unit may pay, but shall not be required to pay, any unpaid general common expenses, or limited common expenses payable with respect to any such Unit, and upon such payment such lienholder shall have a lien on said Unit for the amounts paid of the same priority as the lien of his encumbrance without the necessity of having to file a notice or claim of such lien.

#### **Unpaid Assessments - Mortgagee.**

Where a lienholder or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage or trust indenture, such acquirer of title, his successors and assigns, shall not be liable for more than six (6) months share of common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Any additional unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units including such acquirer, his successors and assigns.

#### **Unpaid Dues or Charges.**

Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the Mortgage or through foreclosure of the Mortgage will not be liable for



more than six (6) months of the unit/s unpaid regularly budgeted dues or charges accrued before the acquisition of the title to the unit by the mortgagee. Unit Owner/Mortgagee will be liable for any fees and costs related to the collection of the unpaid dues.

## **IX. INSURANCE**

### **Purchase.**

All insurance policies upon THE FLATS CONDOMINIUMS property, to the exclusion of the Unit Owner's unit, as defined in the Section referred to as "Unit Boundaries", shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Montana.

A. Named Insured: The named insured shall be the Association individually and as agent for the Unit Owners without naming them. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance Trustee.

B. Unit Owner's Responsibility: Unit Owner shall obtain insurance coverage, at their own expense, upon the portion of the Building that is considered the individual unit, pursuant to the Section referred to as "Unit Boundaries". Unit Owner may also consider insurance coverage, at their own expense, for the improvements and betterments within the Unit Owner's Unit, the contents of the Unit Owner's Unit, including but not limited to, furnishings and personal Property therein, the Unit Owner's personal Property stored elsewhere on the Property, and the Unit Owner's personal liability to the extent not covered by the liability insurance for all of the owners obtained as part of the common expenses, and the association shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Unit Owner's individual units.

C. Copies to Mortgagees: One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee of a Unit Owner on request.

### **Coverage.**

A. Casualty: All buildings and improvements upon the land shall be insured in an amount equal to the full insurable replacement value, and all personal property included in the common elements shall be fully insured, with all such insurance to

be based on current replacement value, as determined annually by the Board of Directors, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
2. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to, vandalism and malicious mischief.

**B. Liability Insurance.**

1. Errors or Omissions Insurance for the Directors, Officers and Managers, if the Association so desires, in amounts to be determined by the Board.
2. Public Liability: In such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverage, if applicable, and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

**C. Worker's Compensation.** The Association shall obtain and maintain such worker's compensation coverage as may be required by law

**D. Other Insurance:** Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable and as may be required by the Federal and State laws.

**Premiums.**

Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the common elements by a Unit Owner shall be assessed against the Owner. Not less than ten (10) days prior to the date when a premium is due, evidence of such

payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

**Insurance Trustee.**

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Montana with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the insurance trustee. The insurance trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners, and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

- A. Unit Owners - An undivided share for each Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his Unit.
  
- B. Mortgagees - In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee pursuant to the provision of this Declaration.

**Distribution of Proceeds.**

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

- A. Miscellaneous: Expenses of administration, the insurance trustee, and construction or remodeling supervision shall be considered as part of the cost of construction, replacement or repair.

B. Reconstruction or Repair - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

C. Failure to Reconstruct or Repair - If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

D. Certificate - In making distribution to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate from the Association made by its representative or Manager as to the names of the Unit Owners and their respective shares of the distribution.

#### **Association as Agent.**

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

#### **Benefit to Mortgagees.**

Certain provisions in this paragraph entitled as Insurance are for the benefit of mortgagees or trust indenture beneficiaries of condominium parcels, and all such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee or beneficiary.

#### **Reconstruction.**

##### **A. Repair After Casualty.**

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Lesser Damage - If a Unit or Units are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be repaired.
2. Greater Damage - If a Unit or Units are found by the Board of Directors to be not tenantable after the casualty, the damaged property shall be reconstructed or rebuilt.
3. Certificate - The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications.

Any reconstruction or repair must be substantially in accordance with the plans for specifications and the original improvements, or if not, then according to plans and specifications approved by the Board of Directors and by more than fifty percent (50%) of the Unit Owners, including the Owners of all Units the plans for which are to altered. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to the Declaration, which amendment shall be prepared and filed of record in accordance with the provisions of such amended filing, more particularly set forth in Paragraph VII and Paragraph VIII, subparagraph 1, hereinabove.

C. Responsibility.

The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair of the condominium property, and the Association shall work with the insurance trustee to carry out the provisions of this Article.

D. Assessments.

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

E. Construction Funds.

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

F. Surplus.

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

G. Limitations in Actions of Owners Association.

Except as provided by statute, in case of condemnation or substantial loss to the units and/or common elements of the condominium project, the condominium owners association is not entitled to take any of the following actions, unless one hundred percent (100%) of the first mortgagees or unit owners give their consent:

1. Seek to abandon or terminate the condominium project by act or omission.
2. Change the pro rata interest or obligations of any condominium unit in order to levy assessments or charges, allocate the distribution of hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each condominium unit in the common elements.
3. Partition or subdivide any condominium unit.
4. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the condominium project is not a transfer in the meaning of this clause.

5. Use hazard insurance proceeds for losses to any condominium property, whether units or common elements, for other than the repair, replacement, or reconstruction of the condominium property.

Implied approval may be assumed when a mortgagee fails to submit a response to any written proposal for any action pursuant to this section g within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

#### **Termination of Regime - Destruction.**

Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominiums property must require the approval of seventy-five percent (75%) of the Unit Owners and the consent of fifty-one percent (51%) of eligible mortgage holders.

Implied approval may be assumed when a mortgagee fails to submit a response to any written proposal for any election to terminate the condominium regime within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

#### **X. REMOVAL OR PARTITION - SUBDIVISION**

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

- A. The Board of Directors of the Association must approve the plans of removal, partition or sale, including the details of now any partition or sale, and the distribution of property or funds shall be accomplished.
- B. The plan of removal, partition, or sale must be approved as provided in the Montana Unit Ownership Act. If approval for any of the foregoing is not required by the Unit Ownership Act, then approval shall be required from one hundred percent (100%) of the Owners. Upon obtaining such approval, the Board shall be empowered to implement and carry out the plan of removal, partition or sale.
- C. No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred, except as provided above.

D. This section shall not apply to the sale of individual Units and shall not be considered as a right of first refusal.

E. The common elements of THE FLATS CONDOMINIUMS shall not be abandoned, partitioned, subdivided, encumbered, sold or transferred by removal or partition without compliance with all of the above requirements.

#### **XI. REMEDIES**

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

#### **XII. SEVERABILITY**

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

#### **XIII. INTERPRETATION**

The provisions of the Declaration and of the Bylaws to be promulgated and recorded herewith, shall be liberally construed to effectuate the purpose of the Declaration and Bylaws and to create a building or buildings subject to and under the provisions of the Unit Ownership Act.

#### **XIV. ARBITRATION**

In the event of any dispute arising hereunder as to whether the work complies with the plans and specifications or whether payment is properly due and the same is not settled within fifteen (15) days after receipt of notice, then either party may request that the dispute be submitted for decision to three (3) arbitrators, one (1) of whom shall be chosen by the Owner, and one (1) by the Declarant. The two (2) chosen arbitrators shall select a third arbitrator and the parties shall proceed with arbitration in accordance with the provisions of the Montana Arbitration Act. Any arbitration between the parties shall be held in Gallatin County, Montana.



## **XV. MISCELLANEOUS**

### **Utility Easements.**

In addition to the easements provided for herein, easements are reserved through the condominium property as may be required for utility services, including heat, air conditioning, water, sewer, power, telephone, natural gas and cable television, in order to serve THE FLATS CONDOMINIUMS adequately. However, such easement through the property or Units shall be only according to the plans and specifications for the Unit building, as set forth in the recorded plat, or as the building is constructed, unless approved in writing by the Unit Owner.

### **Right of Access.**

The Association shall have the irrevocable right, to be exercised by the Manager or Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair and replacement of any of the limited common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to any other Unit.

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

### **Benefit.**

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

### **Service of Process.**

The name and address of the person to receive service of process for THE FLATS CONDOMINIUMS until another designation is filed of record shall be:

KLH Advisors PLLC  
1940 West Dickerson Street, Suite 206  
Bozeman, MT 59718

**Warranties.**

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

**IN WITNESS WHEREOF**, the Declarant have caused this Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Title 70, Section 23, M.C.A.

**DECLARANT:**

The Flats at Baxter Meadows LLC

By: \_\_\_\_\_  
Patrick Eibs, Member

STATE OF MONTANA )  
: ss.  
County of Gallatin )

On this 28 day of December, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Patrick Eibs, known to me to be the Member of The Flats at Baxter Meadows LLC, the Declarant, and acknowledged to me that he executed the same on behalf of the LLC.

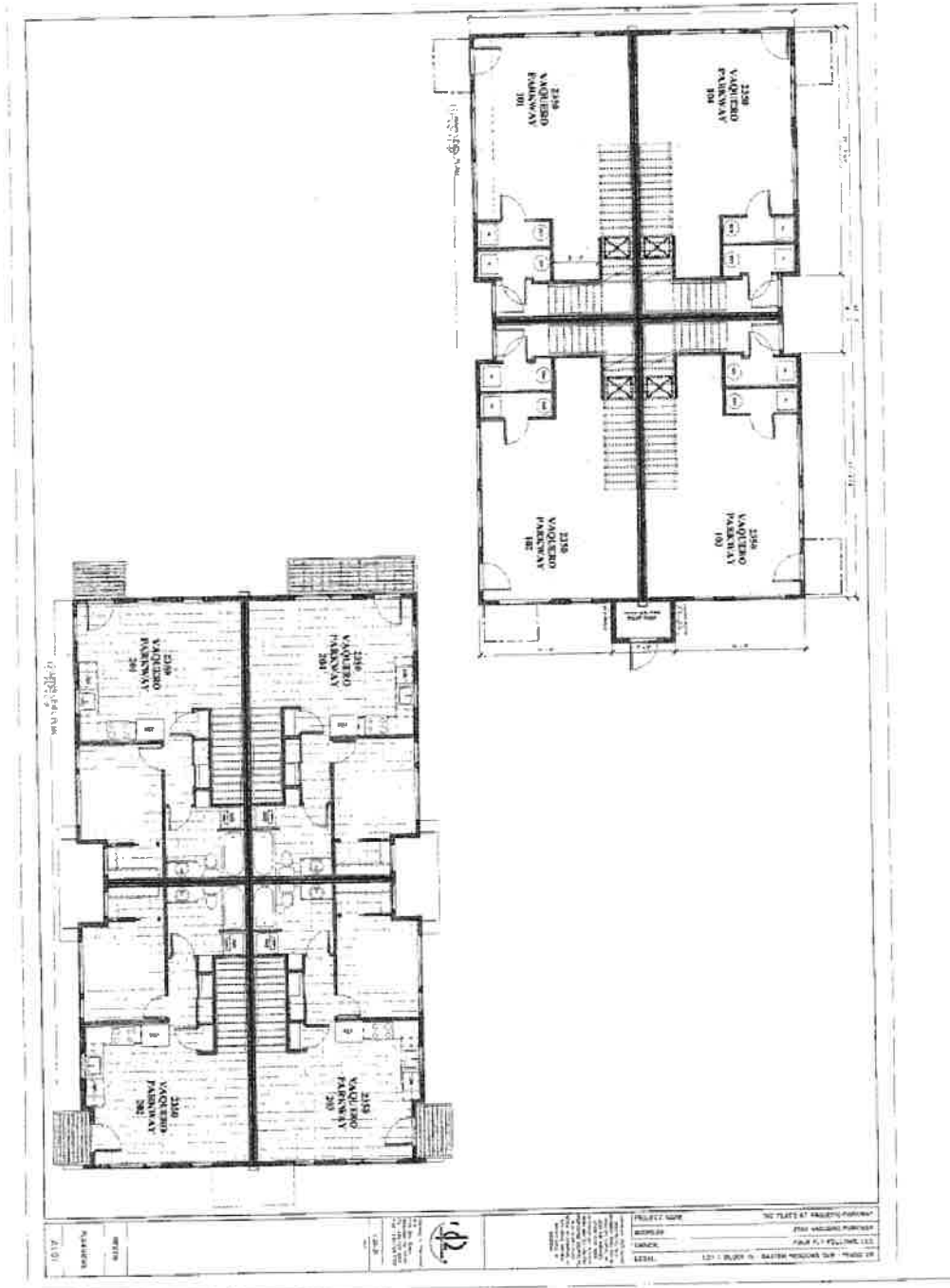
Sarah R Valentine  
Notary Public for State of Montana  
Printed Name: Sarah R Valentine

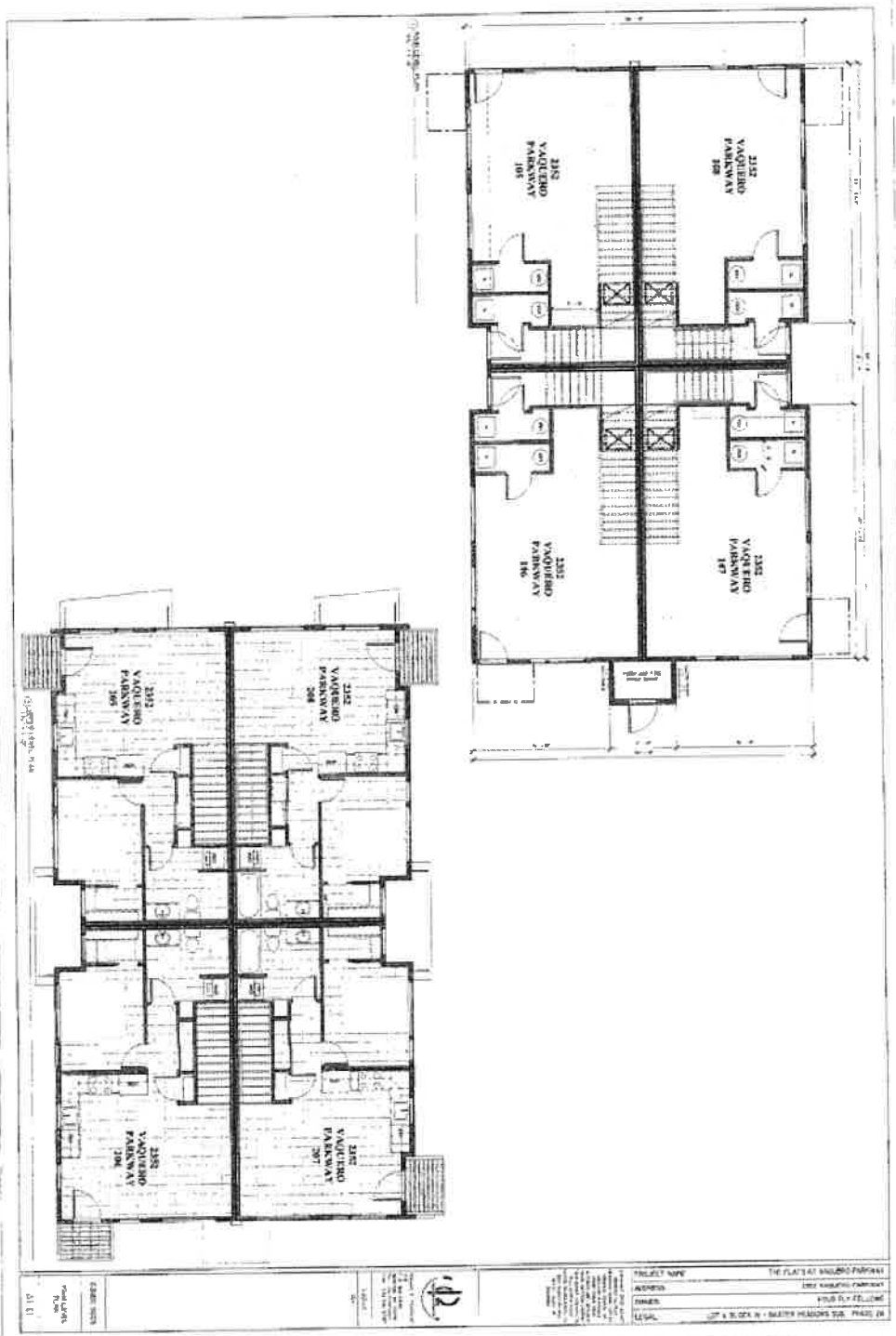


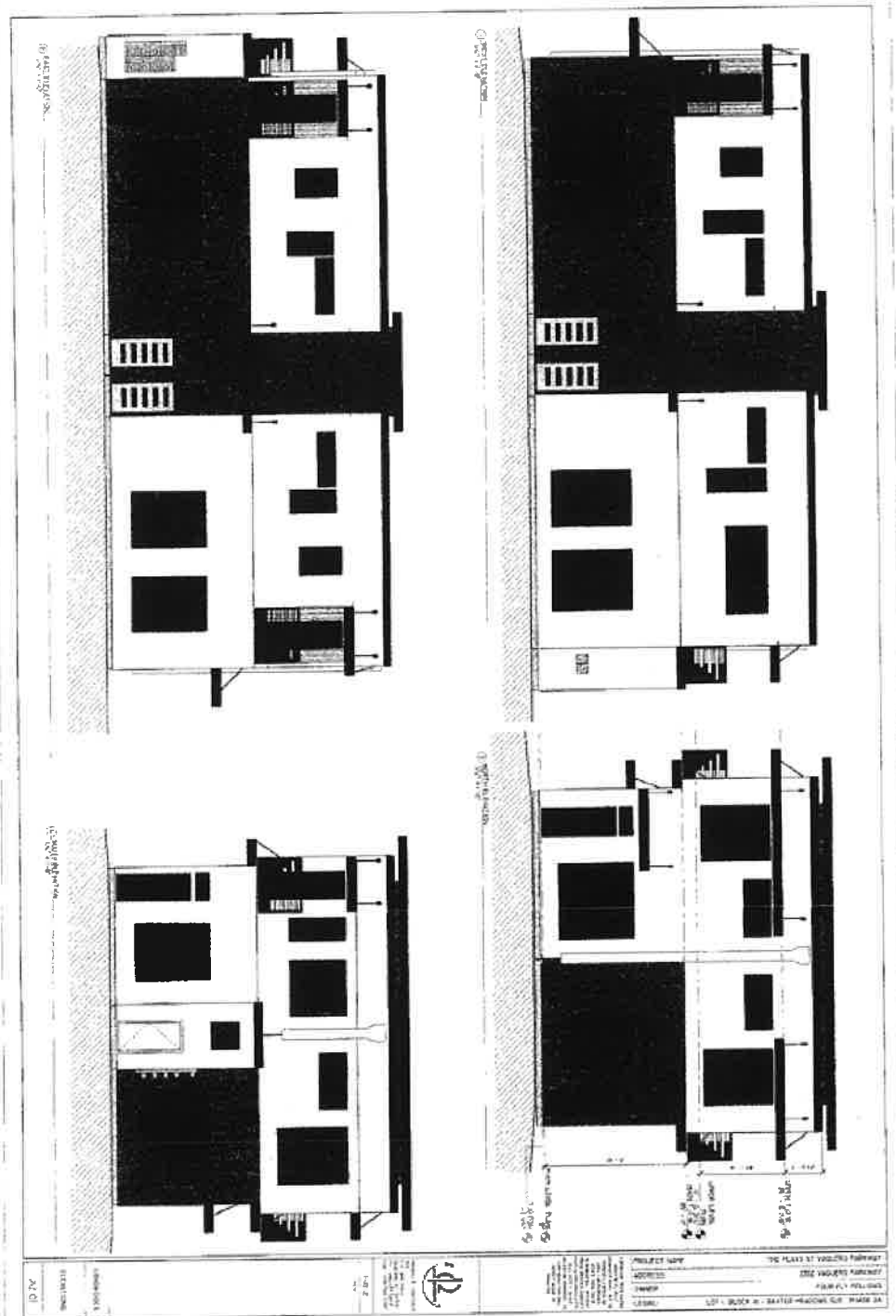
**Exhibit A**

BAXTER MEADOWS SUB PH 2A, S34, T01 S, R05 E, BLOCK 16, Lot 1, ACRES 0.422, PLAT  
J-383

# Exhibit B







SECTION 01

SECTION 02

SECTION 03

SECTION 04

ALD

REVISIONS

1. 10/10/2014

2. 01/15/15

3. 01/15/15



PROJECT NAME: THE PLAZA AT VILLAGE PARKWAY  
 ADDRESS: 2502 VILLAGE PARKWAY  
 TOWN: FARMERS HILLS  
 LOT: BLOCK H, BATTLE MEADOWS C/D, PHASE 2A

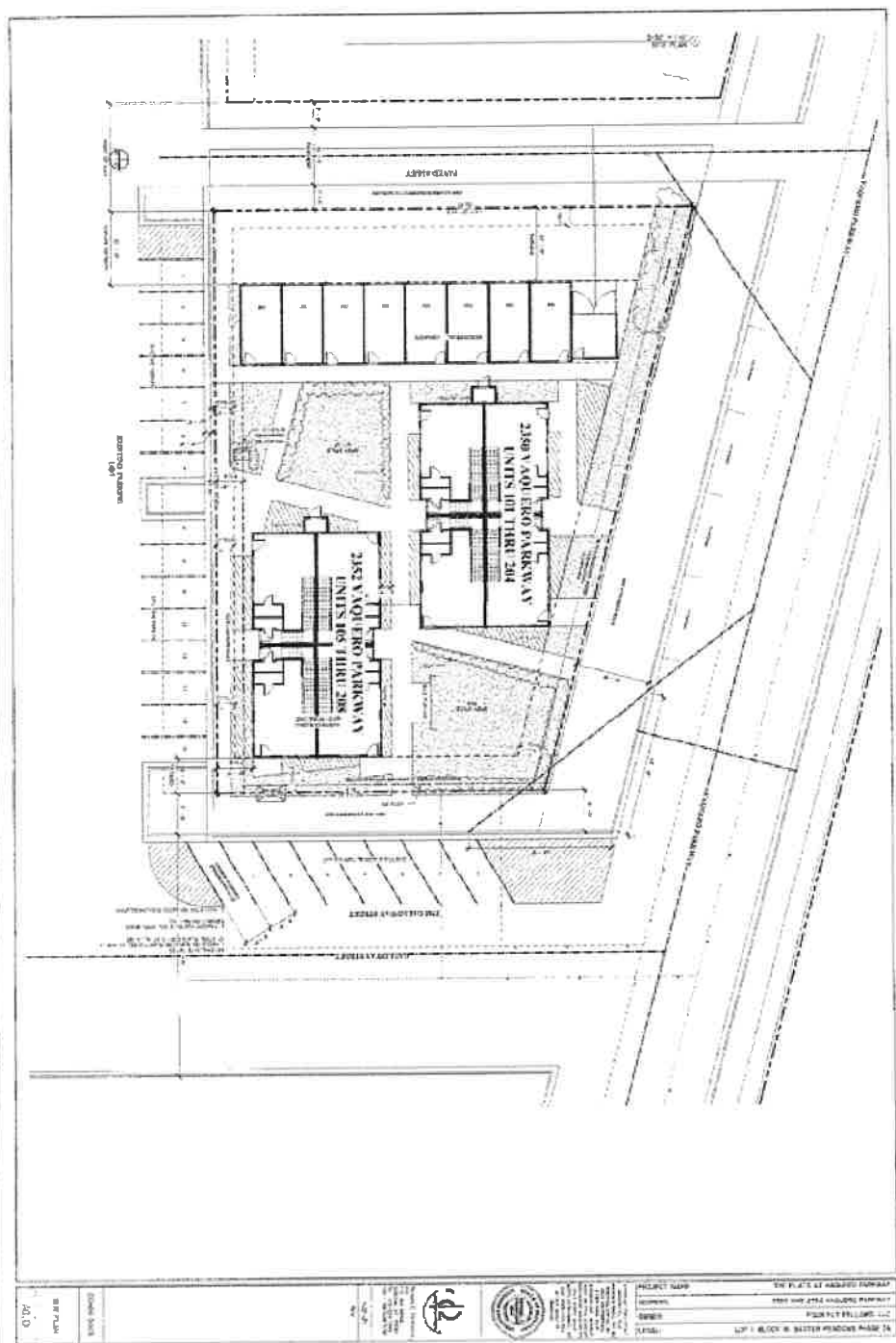
DATE: 10/10/14  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]







**Exhibit C**





December 19, 2023

Erick Ringsak PE  
Madison Engineering  
895 Technolgy BLVD Suite 203  
Bozeman MT 59718-5858

RE: The Flats Condominiums  
Municipal Facilities Exclusion  
EQ# 24-1651  
City of Bozeman  
Gallatin County

Dear Mr. Ringsak,

This is to certify that the information and fees received by the Department of Environmental Quality relating to this subdivision are in compliance with 76-4-127, MCA. Under 76-4-125(1)(d), MCA, this subdivision is not subject to review, and the Declaration can be filed with the county clerk and recorder.

Plans and specifications must be submitted when extensions of municipal facilities for the supply of water or disposal of sewage are proposed 76-4-131. Construction of water or sewer extensions prior to DEQ, Public Water Supply Section's approval is prohibited, and is subject to penalty as prescribed in Title 75, Chapter 6 and Title 76, Chapter 4.

The Flats Condominiums Municipal Facilities Exclusion will consist of 16 Units.

Sincerely,

A handwritten signature in blue ink that reads "Rachel Clark".

Rachel Clark  
Engineering Bureau Chief  
Water Quality Division  
Department of Environmental Quality  
(406) 444-1277  
Email [rachel.clark2@mt.gov](mailto:rachel.clark2@mt.gov)

cc: City Engineer  
County Sanitarian  
file

# CONDOMINIUM REVIEW DECISION

## Project Information

Date:

November 8, 2023

Number of Units total / this phase:

8 Commercial/8 Residential (2 buildings)

File Number:

23287

Original Project File number, If applicable:

21078; 22-33936; 22-33937; 22-33938

Condominium Name:

The Flats Condominiums

Legal Description:

Lot 1 Block 16 Baxter Meadows Phase 2A

Review Planner:

**Elizabeth Cramblet**

## STATUTE:

**"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."

## FINDINGS:

Per the above statute, the Department of Community Development finds the condominium development noted above meets the Subdivision & Platting Act (SPA) and Sanitation in Subdivision Act (SiS) by:

- SPA) Does not require subdivision review and has satisfied the exemption criteria.
- SPA) Has completed review as a subdivision.
- SiS) A municipal facilities exemption has been granted (**see attached**).
- SiS) Exempt from Sanitation Review per:

## DEPARTMENT APPROVAL:

**Brian Krueger**

Digitally signed by Brian Krueger  
DN: C=US, E=bkrueger@bozeman.net, O=City of Bozeman, OU=Department of  
Community Development, CN=Brian Krueger  
Date: 2023.11.14 15:55:27-07'00'



MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY
MUNICIPAL FACILITIES EXCLUSION

Subdivision Name: Baxter Meadows Sub Ph 2A Lot 1 Number of lots/parcels/units: 1/1/1

Geocode: 06-0904-34-4-06-09-0000 (this can be found at http://svc.mt.gov/msl/mtcadastral)

Are main extensions necessary to serve the subdivision? Yes No X If yes, have plans for the mains been submitted for review? Yes No

How will construction of the facilities be financed? Private

Owner Information:

Owner(s) Name: Higher Standard Homes
Print name of owner(s) Signature of all owners of record

Address: PO Box 11388 Bozeman, MT 59719
Street or PO Box, City, State, Zip Code

Email: peibsk9@yahoo.com Phone: 406-539-1366

Consultant Information:

Company and Address: Madison Engineering/WWC, 895 Technology Blvd Suite 203 Bozeman, MT 59718

Email: eringsak@wwcengineering.com Phone: 406-586-0262

Eligibility Requirements: All of the following criteria must be met:

- The project must be provided with adequate municipal water and sewer, solid waste disposal and the municipality must review storm water plans.
All the mains necessary to serve the subdivision must be municipality owned, operated and maintained. Privately owned mains or lift stations make the project ineligible for this exemption.
The municipality must be a 1st or 2nd class municipality as described in MCA 7-4-111 or covered under a growth policy pursuant to Title 76, chapter 1.

The project must be one of the following (check applicable box):

- A new division subject to review under the Montana Subdivision and Platting Act, or Previously divided parcels recorded with Sanitary Restrictions prior to July 1, 1973 or Divisions or parcels of land that are exempt from Montana Subdivision and Platting Act review under 76-3-203 or 76-3-207 (1) (a), (b), (d), (e), or (f)