

After Recording, Return To:
Bridger Basin Homes, LLC
56 Bold Driver Lane
Bozeman, MT 59718

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Eric Semerad - Gallatin County, MT MISC

DECLARATION FOR THE VILLAS AT BLACK BULL

THIS DECLARATION (as supplemented, amended or restated from time to time, the “Declaration”) is hereby made and entered into this 6 day of December, 2019 by the undersigned, **Bridger Basin Homes LLC**, a Montana limited liability company, hereinafter referred to as the “Declarant,” whereby lands and property hereinafter described are submitted and subject to the Montana Unit Ownership Act pursuant to Chapter 23, Title 70, MCA (2017), as amended.

ARTICLE 1 – TITLE AND NATURE

The Project shall be known by the name THE VILLAS AT BLACK BULL. A Certificate of Name is attached hereto as **Exhibit F**. The Project is established in accordance with the Unit Ownership Act. The Project may contain up to forty-eight (48) individual units for residential use, as set forth herein, and each Unit is capable of individual utilization on account of having its own entrance and exit to a Common Element. The Project consists of twelve (12) individual buildings which will be made subject to the Declaration in phases. Each Unit Owner shall have an exclusive right to such Unit Owner’s Unit. Each Unit Owner shall have an undivided and inseparable interest in the Common Elements and the right to share with other Unit Owners the General Common Elements of the Project as set forth in this Declaration.

ARTICLE 2 - DEFINITIONS

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

- 2.1 Additions or Alteration shall mean improvements, replacements, remodeling, alterations, additions, enlargements, expansion, on or to a Unit, including any and all fixtures, machinery and equipment.
- 2.2 Annexed Property shall have the meaning ascribed to it at Section 6.1.

- 2.3 Articles shall mean the Articles of Incorporation of the *Villas at Black Bull Owners' Association, Inc.*, a Montana not for profit corporation.
- 2.4 Aggregate Voting shall mean the entire number of votes or persons present or available to vote in person or by proxy in a particular circumstance.
- 2.5 Assessment shall mean collectively, the categories of charges as established and defined in Article 9, and any other Assessments as may be established by the Board, with the affirmative vote of the majority of the members.
- 2.6 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.
- 2.7 Black Bull Association shall mean and refer to the Black Bull Homeowners Association, a Montana non-profit mutual benefit corporation. An Owner of a Unit in the Villas at Black Bull shall automatically, upon becoming the Owner of said Unit, be a member of the Black Bull Homeowner's Owners' Association.
- 2.8 Board or Board of Directors shall mean the Board of Directors of the Association as more particularly defined in the Bylaws.
- 2.9 Building Rules and Regulations shall mean reasonable rules and regulations adopted by the Board of Directors of the Association from time to time governing the use of the Common Elements of the Villas.
- 2.10 Boundary Wall shall mean and consist of that wall which encloses a Unit as shown and set forth on the floor plan on file and of record for the Villas at Black Bull and shall be subject to the terms and conditions set forth hereafter.
- 2.11 Building shall mean a multiple unit structure on the Property in which the Units are located.
- 2.12 Bylaws shall mean the Bylaws promulgated by the Association under this Declaration and the Unit Ownership Act.
- 2.13 Common Elements shall mean both General Common Elements and Limited Common Elements.
- 2.14 Community Association means the Black Bull Owner's Association, its successors and assigns.
- 2.15 Condominium Documents shall mean the Declaration, together with any attached exhibits or referenced documents, and all supplements and amendments to the same.

- 2.16 General Common Elements include all those elements which are for the use of all Unit Owners, business invitees, and guests of Unit Owners of the Villas at Black Bull. The Declarant or the Association (with consent of the Declarant during the Declarant Control Period) may add or delete General Common Elements by amendments to this Declaration and/or by the method set forth in the Unit Ownership Act. The General Common Elements include, but are not limited to, the following to the extent not within a Unit and not otherwise designated as a Limited Common Element:
- 2.16.1 The land on which the Buildings are located, except any portion thereof included in a Unit or made a Limited Common Element by this Declaration or amendment hereto;
 - 2.16.2 The foundations, columns, girders, beams, supports, main walls, roofs and other structural components of the Buildings, entrances and exits of Buildings, and the siding and other exterior surfaces of the Buildings;
 - 2.16.3 The outside recreational areas, parking spaces, roads, sidewalks and paths;
 - 2.16.4 Installations of central services existing for common use of all Units or all Units within a Building such as power, light, gas, television, hot and cold water, sewer, heating, refrigeration, air conditioning, waste collection and disposal and other utilities and connections to the extent serving all Units;
 - 2.16.5 Public utilities lines, storm drains and dry wells, water, sewer, electrical, gas, telephone and television lines, propane tanks and similar infrastructure and facilities to the extent serving all Units or all Units within a Building;
 - 2.16.6 The tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use of all Units or of all Units within a Building;
 - 2.16.7 Any facilities and improvements constructed on the Property for operation and maintenance of the Project or use by all Units Owners; and
 - 2.16.8 Landscaping, landscape irrigation, landscape and development lighting, road and driveway lighting, security lighting, Project signage and signage lighting (if installed), common trash enclosure (if installed), street signage, retaining walls, plans and materials and improvements separate from and outside of the Units, and other elements necessary for or convenient to the safety, maintenance and existence of the Project.
- 2.17 Limited Common Elements means those Common Elements within the Project designated in this Declaration, site plan, or floor plans or by agreement of the Unit Owners which are reserved for the use of a certain Unit or Building or number of Units or Buildings to the exclusion of the other Units or Buildings. Specifically, as to any given Unit or Building,

Limited Common Elements shall include, but not be limited to, the following common elements which are outside the boundaries of the Unit and which are appurtenant to, affixed to or provide service or access to the Building containing the Unit:

- 2.17.1 Driveways (used for ingress and egress between a roadway and a Unit), sidewalks, entrances, stoops, window wells, privacy fences, porches and patios; and
- 2.17.2 Any other improvement, facility or item described in the definition of General Common Elements to the extent the Declarant, during the Declarant Control Period, and thereafter the Board, reasonably determines that such improvement, facility or item should be equitably treated as a Limited Common Element for purposes of this Declaration.
- 2.18 Common Expenses means expenses of construction (not including initial construction by Declarant as part of the initial development of the Project), administration, operation, maintenance, repair or replacement of General Common Elements, and, unless otherwise determined by the Board, Limited Common Elements, to the extent the Association is responsible for construction (not including initial construction by the Declarant as part of the initial development of the Project), administration, operation, maintenance, repair or replacement thereof, and all other expenses for the benefit of the Association as a whole, all expenses declared common by the Unit Ownership Act (but specifically excluding Limited Expenses) and any reserve established by the Board to the extent relating to the General Common Elements, the Limited Common Elements for which the Association is responsible or otherwise for the benefit of the Association as a whole.
- 2.19 Construction Activity means any site preparation, landscaping, sign erection, construction, reconstruction, change, modification, alteration, enlargement or material maintenance of any Improvements or real property or any physical changes in the use of any Unit or other property or building or structure thereon, interior or exterior.
- 2.20 Declarant means Bridger Basin Homes LLC and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Declarant" whenever, however and wherever such term is used in the Governing Documents. No party other than Bridger Basin Homes LLC shall exercise the rights and privileges of the Declarant unless such party receives from the then-existing Declarant and records in the office of the Clerk and Recorder of Gallatin County, Montana, a written instrument assigning such rights.
- 2.21 Declarant Control Period means the period of time commencing with the recording of this Declaration with the office of the Clerk and Recorder of Gallatin County, Montana, and ending on the earlier of (a) when Declarant determines, in an instrument recorded with the office of the Clerk and Recorder of Gallatin County, Montana, that forty-four (44) of the Units (including any Units which may ultimately be annexed into and become a part of the Project) have been sold or conveyed to persons or entities other than Declarant or its affiliates, and (b) any earlier date on which Declarant records an instrument with the office

of the Clerk and Recorder of Gallatin County, Montana specifying that the Declarant Control Period has ended.

- 2.22 Declaration has the meaning given in the first paragraph hereof.
- 2.23 Driveway means, with respect to each Building, those Limited Common Elements used for ingress and egress between a roadway and the Building serving one or more Units.
- 2.24 Facility means any real estate or Improvement within the Property (a) that is owned by the Association or (b) that is part of the Property designated by Declarant as a Facility herein or on a Plat, for the use or benefit of one or more Unit Owner.
- 2.25 Governing Documents means this Declaration, the Articles, the Bylaws and any Rules and Regulations for the formation of the Project, including, but not limited to any surveys, plats or plans.
- 2.26 Improvements means all structures and appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, all exterior surfaces including the surface finish thereof; security systems; mailbox structures; decks; canopies; patios; awnings; gardens; sprinkler systems and other landscaping; planting, clearing or removing of trees, shrubs, grass, or plants and appurtenances; ponds and water tanks; drainage, detention and retention facilities and culverts; monuments; recreational areas, amenities and facilities; facilities to accommodate invitees and visitors; central waste collection and disposal facilities; paving and parking areas; ducts; shafts and flues; conduit installation areas; storage facilities for supplies and equipment; fences; gates; fire breaks and fire prevention works; screening walls; earth walls, retaining walls, cuts and fills associated with any improvement; lighting; signage; pipelines; lift stations, pumps; utilities of any sort; antennae; communication facilities and lines; management offices; environmental monitoring equipment and facilities; ground water facilities; waterways; the demolition or destruction by voluntary action of any structure or appurtenances thereto of every type and kind; grading, excavation, filling, or similar disturbance to the surface of the land including, but not limited to, change of grade, change of ground level, change of drainage pattern, change of stream bed or change of any existing surface contour; equipment related to the foregoing; and all types of structures, facilities and improvements that a government or quasi-governmental entity may be empowered by law from time to time to construct.
- 2.27 Insurance Trustee shall have the meaning ascribed to it at Section 13.3.
- 2.28 Limited Expenses means the expenses attributable to the construction (not including initial construction by Declarant as part of the initial development of the Project), administration, operation, maintenance, repair and replacement of Limited Common Elements; provided, however, that, unless otherwise determined by the Board, such costs shall be Common Expenses to the extent the Association is responsible for the construction (not including initial construction) by Declarant as part of the initial development of the Project),

administration, operation, maintenance, repair and replacement of such Limited Common Elements.

- 2.29 Percentage of Interest means each Unit Owner's undivided interest in the Common Elements and such Unit Owner's pro rata liability to the Association. The Percentage of Interest with respect to each Unit is specified on Exhibit E attached hereto and as may be amended from time to time.
- 2.30 Plat means the Final Plat of the Black Bull Subdivision Phase 1.
- 2.31 Project or Property means the real property located in Gallatin County, Montana and described on Exhibit A attached hereto.
- 2.32 Manager means an entity or individual appointed by the Board to provide management services in connection with the Association.
- 2.33 Rules and Regulations shall have the meaning ascribed to it at Section 12.9.
- 2.34 Unit Designation means the combination of letters, numbers and words which identify the designated Units.
- 2.35 Unit Owner or Owner means the person owning a Unit in fee simple absolute individually or as co-owner in any real estate tenancy relationship recognized under the laws of the State of Montana. Each Unit has only one owner for any voting purposes described herein.
- 2.36 Unit Ownership Act means and refers to the Montana Unit Ownership Act, Section 70-23-101, *et seq.*, MCA (2017), as amended.
- 2.37 Units means the separate units of the Project each of which is a parcel of property including and containing one or more rooms, intended for independent residential use, and with a direct exit leading to a public street or to Common Elements leading to a public street whether directly or indirectly by way of an easement connecting to a public street, and shall include an appurtenant, attached garage which may not be separately conveyed. The boundaries of the Units are further described in Section 3.7.

ARTICLE 3 – REAL ESTATE

- 3.1 Description. The Property, which is by this Declaration, submitted and subject to the Unit Ownership Act as described on Exhibit A attached hereto.
- 3.2 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 (and any other person having an ownership interest in a Unit), their heirs, personal representatives, mortgagees, lien holders, successors and assigns for as long as this Declaration and Bylaws are in effect.

- 3.3 The Project consists of the Property and improvements currently existing and to be constructed thereon, including the Buildings, General Common Elements and Limited Common Elements, to be used for residential use and associated use, all as shown on the site plan and floor plans (the "Plans"). The Plans will accurately depict the Units and the Building layouts, as located (or to be located) on the Property, with the square footage, design and dimensions of each Unit. There will be twelve (12) Buildings situated on the Property, as shown on the site plan attached hereto as **Exhibit C**. There will also be General Common Elements as described herein reserved for the use of a certain Unit or Building or number of Units or Buildings to the exclusion of the other Units or Buildings.
- 3.4 Unit. Each Unit shall be inseparable, and may be conveyed, leased, rented, devised or encumbered in accordance with this Declaration. The Units include a proportional undivided interest in the Common Elements as provided in Section 6.1.
- 3.5 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 Unit encroaches up on the General Common Elements, or Limited Common Elements, or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the General Common Elements, the Limited Common Elements, or on the Units for the purpose of marketability of title.
- 3.6 Buildings. The Units comprising the Villas at Black Bull will be contained in multiple Buildings. There will be a total of twelve (12) Buildings and each Building shall contain four (4) Units. Each Building shall be designated by numbers 1-12, consecutively. Each Unit shall be designated by letters A-D consecutively. The Units comprising the condominium are currently located in one (1) Building. Additional phases are planned to be added pursuant to the expansion provisions in Article 6, below. Each Building and Unit shall be located as set forth on the site plan attached as **Exhibit C**.
- 3.7 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter walls, floors, suspended ceilings, and trim. A Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, paint, finished flooring, unfinished flooring of a garage, and any other materials constituting any part of its finished surfaces, including unit access door(s), so described. All other portions of the walls, floors or ceilings shall be a part of the Common Elements. In addition, each Unit shall include the following: (a) all spaces, interior partitions, windows, window frames, interior doors, door frames, and all other fixtures and improvements within the boundaries of the Unit, and (b)

all outlets of utility service lines, including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and waste disposal within the boundaries of the Unit, but shall not include any part of such lines or ducts themselves. In interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries regardless of settling, rising, or lateral movement of the Building and regardless of variances between boundaries as shown on the plat and those of the actual Building or Buildings.

- 3.8 Construction Materials. The principal materials of construction of the Buildings are described on Exhibit B attached hereto.

ARTICLE 4 – EASEMENTS

- 4.1 Common Element Easements. A perpetual non-exclusive easement and right of ingress egress, and support through the General Common Elements is appurtenant to each Unit for the benefit of each Owner and all the General Common Elements are subject to such rights. Every Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to such Owner's Unit.
- 4.2 Plat Easements. The Project is subject to all easements as shown and reserved on the Plat.
- 4.3 Trail System Easements. Declarant hereby reserves unto itself and its designees a perpetual, non-exclusive easement upon, across, over and under the General Common Elements (but specifically excluding any Buildings or other structures located on the Property) for the creation, use and maintenance of trail systems, including without limitation, golf cart, pedestrian and bicycle. Any person using this easement shall, as a condition of such use, indemnify and hold harmless Declarant, the Association, the Board and the Owners for any damage, injury or loss sustained as a result of such use. The exercise of this easement shall not unreasonably interfere with the use of any Unit or the General Common Elements. The reservation of the easement does not obligate the Declarant to construct or reserve the easement(s) described herein.
- 4.4 Easement for Utilities with Units. 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 non-exclusive 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 of 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 any 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.

- 4.5 Easement for Public Utilities. There are hereby reserved unto Declarant and granted to the Association and the designees of each (which may include, without limitation, Gallatin County, Montana and any utility) access and maintenance easements upon, across, over, and under all the General Common Elements (provided that such access may not be across, over or under any Buildings or other structures or buildings) to the extent reasonably necessary for the purpose of installing, replacing, repairing, and maintaining security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing within easements designated for such purposes on recorded plats of the Property. Declarant specifically reserves unto itself and grants to the Association the right to convey to the local water supplier, electric company, natural gas supplier, or communications systems supplier easements across the General Common Elements (provided that such access may not be across, over or under any Buildings or other structures or buildings) for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. The exercise of this easement shall not extend to permitting entry into any Unit, nor shall any utilities be installed or relocated on the Property, except as approved by Declarant, during the Declarant Control Period, and thereafter by the Board.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement over any portion of the Property without conflicting with the terms hereof.

- 4.6 Easements for Maintenance, Repair and Replacement. Declarant, the Association, and the designees of any of the foregoing and all public or private utilities shall have such easements over, under, across and through the Property, including all Units and Common Elements, as may be necessary to exercise any rights or fulfill any responsibilities, including those of installation, maintenance, repair, reconstruction or replacement, which they or any of them are required or permitted to perform under this Declaration or the other Governing Documents. These easements include, without limitation, the right of Declarant and the Association to obtain access at all times to meters, controls, valves, pipes, conduits, and other Common Elements located within or to which access may be gained through any Unit or its appurtenant Limited Common Elements. Except in an emergency situation, such entry into a Unit shall only be during reasonable hours and after notice to the Unit Owner.

- 4.7 Structural Easements. Every portion of a Unit which contributes to the structural support of the Building, other Units or Common Elements shall be burdened with an easement of structural support for the benefit of the Building, Common Elements and other Units.
- 4.8 Signage Easements. Declarant reserves unto itself and grants to the Association the right to install permanent or temporary signage upon the Common Elements for identification of the Project, directional, traffic control, safety, or as otherwise determined in the sole discretion of the Declarant or the Association.
- 4.9 Additional Easements for Other Projects. Declarant hereby reserves unto itself (with the right to designate or assign to others) the following easements in connection with any improvements, facilities or developments constructed or to be constructed by Declarant, its affiliates or its designees in connection with or for the benefit of other projects, whether or not such improvements, facilities or developments are made a part of the Project.
- 4.9.1 A perpetual, nonexclusive easement for installation, utilization, tapping, tying into, extending and enlarging all utility mains or facilities located in the Common Elements, including connections to water, storm and sanitary sewer mains or related facilities within the Property. Declarant, its affiliate, or its designee or assign, as applicable, will pay all cost of such installation, utilization, tapping, tying into, extending and enlarging, and to the extent possible, will restore all areas thereby disturbed to substantially their condition immediately prior to commencement of such activities. All expenses of maintenance, repair, replacement and resurfacing of such utility mains or facilities shall be shared by the Association and the owners of the other projects utilizing such utility mains or facilities on a proportionate and equitable basis based on the use of such utility mains or facilities.
- 4.9.2 A perpetual, nonexclusive easement located as determined by Declarant, in, over and upon the Common Elements (but not over any Buildings or other buildings or structures on the Property) and any roadways within the Property for the purposes of ingress and egress to and from the other projects. Declarant or its designee or assign exercising such easement right, as applicable, shall be responsible for any physical damage caused to the Units or the Common Elements as a result of vehicular traffic connected with the development of other projects by Declarant or its designee or assign. If the easement is exercised for permanent access to other projects and the Association maintains the roadways used for such access, then the owners of such other projects shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such other projects.
- 4.10 Specific Written Easements. Declarant may, in its sole discretion without the necessity of consent by any interested party, prepare and record a subsequent instrument to specifically define by legal description the easements created by or in accordance with

this Article 4. The easements provided for in this Article 4 shall in no way adversely affect any other recorded easement on the Property.

- 4.11 Emergency, Security and Maintenance Easement. Public safety and other appropriate persons designated by the Board shall have the right, but not the obligation, to enter upon the Property, including any Unit or Common Element, for emergency, security, and safety reasons or repair or reconstruction and to inspect for the purpose of ensuring compliance with this Declaration and the other Governing Documents. This right may be exercised, without limitation, by policemen, firemen, ambulance personnel, security officers and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. The right of entry shall include the right of the Association or their designees to entry upon any Unit to cure any condition which may increase the possibility of fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request. Owners shall leave a key in a lock box attached to the exterior of their Units (and provide access to the lockbox to the Association), or otherwise provide access in a manner reasonably acceptable to the Association, for access pursuant to this paragraph. In the event of the failure of such Unit Owner to provide such means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Unit Owner for any necessary damage to the Unit and any Limited Common Element appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.
- 4.12 Amendment or Repeal. The easements and other rights reserved or granted to Declarant in this Article 4 may not be modified, amended or repealed without Declarant's prior written consent. Any attempted or purported modification, amendment or repeal without Declarant's written consent shall be void and have no effect.

ARTICLE 5 – MAINTENANCE

- 5.1 Maintenance by Association. The Association shall maintain and repair, or cause to be maintained and repaired, all Common Elements and all exterior and structural components of each Unit and Building, including roofs. Without limiting the generality of the foregoing, the Association shall be responsible for the upkeep, maintenance and repair of any roadways within the Property, driveways and sidewalks within the Property (including snow removal) and of all roofs, siding, chimneys, decks, porches and patios. Such maintenance and repair costs that are attributable to a particular Unit or Units may be assessed to the affected Unit(s), in the discretion of the Board, pursuant to Section 9.1.6.
- 5.2 Maintenance by Unit Owners. Each Owner shall, at such Owner's cost and expense, maintain and keep in good repair, and in a safe condition, such Owner's Unit. No owner, through act or omission, shall impair the structural soundness or integrity of any Building or impair any easement on the Property.

ARTICLE 6 – OWNERSHIP AND FLOOR PLANS

- 6.1 Percentage of Interest. Each Unit Owner shall own a percentage of undivided interest in the Common Elements equal to such Unit Owner's Percentage of Interest set forth on Exhibit E attached hereto. Declarant may amend Exhibit E from time to time as construction of Units is completed after the date of recording of this Declaration, in connection with any future annexation of additional property and in connection with any increase or decrease in the number of Units within the Project. Declarant may make such amendments without the consent of any other person. Such Percentage of Interest represents each Unit Owner's ownership interest in the Common Elements and liability for Common Expenses. Except as otherwise limited in this Declaration or any other Governing Documents, each Unit Owner shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit, and such other uses permitted by this Declaration, which rights shall be appurtenant to and run with the whole Unit.
- 6.2 Floor Plans and Exhibits. The floor plans of the Units currently intended to be constructed in the Project are attached hereto as Exhibit D. Declarant shall amend Exhibit D from time to time as construction of Units is completed after the date of recording this Declaration to the extent required by the Unit Ownership Act and in connection with any future phases of the Project. Declarant may make such amendments without the consent of any other person.
- 6.3 Exclusive Ownership. Each Owner shall be entitled to exclusive ownership and possession of the Owner's Unit. Such Owners may use the General Common Elements and Limited Common Elements in accordance with this Declaration and the other Governing Documents for the purposes for which they are intended, so long as they do not hinder or encroach upon the lawful rights of other Unit Owners.
- 6.4 Expansion Provisions. The Declarant may, from time to time, in phases, construct additional Units on the real property described in Article 3, above. At such time as Declarant wishes to add such additional Units to this Condominium regime, Declarant shall record, for each phase, in the office of the Clerk and Recorder of Gallatin County, Montana, a Supplemental Declaration containing:
- 6.4.1 A site plan showing the Building or Buildings added to the condominium regime and showing the Common Elements of the condominium;
- 6.4.2 A designation of the Units within the Buildings to be constructed with the same to be shown on the site plan to be recorded;
- 6.4.3 Floor plans showing the Units to be contained within the additional Buildings to be constructed and added to this condominium regime;
- 6.4.4 A description of the Buildings and the materials of which they are constructed;

- 6.4.5 A schedule of the percentage of undivided ownership in the specific Units to be added to the condominium regime in the General Common Elements, computed for each condominium Unit which, when added to the number of Units as a whole, will give the additional condominium Units, as well as the previously existing condominium Units, their respective percentages of interest in the expanded or new condominium regime;
- 6.4.6 To be and remain in compliance with the provisions of Section 70-23-306, MCA, at the time of the filing of such Supplemental Declarations, a revised site plan and floor plans together with a certificate executed by an architect, land surveyor, or engineer shall be prepared and recorded, being additions to Exhibit "C" and Exhibit "D" herein, certifying and showing that the said floor plans fully and accurately depict the layout of the Units in the floors of the Buildings and that construction of each such additional new Building has been completed; and
- 6.4.7 A description of any and all Limited Common Elements to the new Units if there shall be any changes to the description contained in the existing Amended and Restated Declaration or any of the amendments thereto.

At the time the Declarant, or its successors or assigns, elect to file such Supplemental Declarations, all then existing condominium owners hereby covenant and agree that they have consented to the filing of such amendment papers, and further agree to reduce their percentage of ownership in the General Common Elements without additional signature, and waive any right or interest in signing said papers, and further appoint Declarant to execute the same on their behalf. The condominium owners hereby agree they will, upon request, execute amendment papers stating the same. After expansion, ownership of the General Common Elements shall be reallocated equally among all Units.

After the recording of such supplemental and amended Declarations, all owners of condominium units in the Property shall have a nonexclusive right and license subject to the provisions herein, to use and enjoy all of the General Common Elements of the condominium regime by such amendment. In addition, the owners of the respective units shall further have the nonexclusive right and license to use and enjoy the Limited Common Elements which are appurtenant and part of their respective units which may be added to the condominium regime which are limited to the use of less than all of the Unit Owners.

Except as otherwise specifically provided in this Declaration or such Supplemental Declaration, all of the provisions, terms and definitions herein contained shall, upon recording of the same, be deemed expanded to include the additional units.

Any future condominium Units and Buildings will be consistent with the initial Units in terms of quality of construction.

ARTICLE 7 - RELATIONSHIP TO COMMUNITY ASSOCIATION

- 7.1 Membership in Community Association. The Property is located within the Black Bull Development and is within the jurisdiction of the Black Bull Owners Association. All Unit Owners are automatically members of the Community Association by virtue of their undivided interest in the Property, in addition to being members of the Association. This Declaration is subordinate to the Community Association governing documents and those documents control should there be any discrepancies between this Declaration and the Community Association governing documents.
- 7.2 Services Provided by Community Association. The Community Association may provide various services to the Unit Owners. Such services may include, but are not limited to, roadway maintenance and snowplowing for common roads. Charges for these services are a component of the Community Association Assessments assessed to each Unit Owner pursuant to the Community Association Governing Documents.

ARTICLE 8 - THE ASSOCIATION AND THE BOARD

- 8.1 Membership. An Owner of a Unit in the Villas at Black Bull shall automatically, upon becoming the Owner of said Unit, be a member of the Villas at Black Bull Owners' Association, herein referred to as the Association, and shall remain a member of said Association until such time as its membership in said Association shall automatically cease. The membership shall be limited to Unit Owners as defined in this Declaration. If a Unit Owner's interest in a Unit is held by more than one person or entity (in tenancy in common, as joint tenants, or otherwise), the membership in the Association appurtenant to such Unit shall be shared by all such persons or entities in the same proportionate interest and by the same type of ownership as the Unit is held, subject to reasonable Board regulation and restrictions on voting, notices, and assessment obligations as set forth in the Bylaws or otherwise.
- 8.2 Power and Duties of the Board of Directors
- 8.2.1 General Powers. The Board shall have the right and power to do all things necessary for the management and operation of the project.
- 8.2.2 Special Powers. With limitation of the forgoing, it shall be the function of the Board to:
- 8.2.2.1 Adopt Bylaws for the governance of the Association.
- 8.2.2.2 Make provisions for the general management, repairs and maintenance of the General Common Elements, Limited Common Elements, and any other provisions for the benefit of the Association.

- 8.2.2.3 Levy assessments as provided for in the Declaration, Bylaws and Unit Ownership Act.
 - 8.2.2.4 Enter into contracts or hire personnel for the management of the affairs of the Association and the maintenance and repair of the Common Areas.
 - 8.2.2.5 Adopt Rules and Regulations.
 - 8.2.2.6 Operate and maintain any recreational facilities constructed on the General Common Elements.
 - 8.2.2.7 Manage the affairs of, and take action for, the Association, except where the vote of the Owners or consent of the Declarant is specifically required by the Governing Documents or applicable law.
- 8.3 Powers and Duties of the Association. It shall be the function of the Association to:
- 8.3.1 Elect the Board to the extent and as provided in the Bylaws.
 - 8.3.2 Approve any changes to this Declaration, subject to the provisions of Article 9 and the other provisions of this Declaration which specifically permit amendment without the consent of the Association.
- 8.4 Voting. On all matters, unless excluded by this Declaration, to be decided by the Association, each Unit Owner shall be entitled to one (1) vote. A Unit Owner, upon becoming a Unit Owner, shall be a member of the Association and remain a member for the period of his ownership of the Unit. 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.
- 8.5 Delegation. If the Association delegates any or all its duties, powers, or functions to a Manager, neither the Association nor the member of its Board of Directors shall be liable for any omission or improper exercised by the Manager of any such duty, power, or function so delegated.
- 8.6 Failure to Comply. Each Unit 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, the

Board on behalf of the Association or on behalf of an aggrieved Unit Owner or by an aggrieved Unit Owner.

ARTICLE 9 – ASSESSMENTS

9.1 Levying Assessments.

- 9.1.1. All assessments shall be fixed by resolution of the Board. Notice of the assessment, whether regular or special, the amount thereof, and the purpose for which it is made, including an annual budget for expenditures and operation for regular annual assessments, shall be served on all Unit Owners affected by delivering a copy of the same to such Owners affected, by delivering a copy of the same to the Owner personally or by mailing a copy of the notice to the said Owners at their addresses of record at least thirty (30) days prior to the annual meeting of the Association.
- 9.1.2. Assessments shall also be made for the repair, replacement, insurance, including, without limitation, insurance deductibles where applicable, general maintenance, repair and upkeep, management and administration of Common Elements and other common expenses, fees, costs and expenses of the Manager, taxes for common areas, reserves for contingent liabilities and other related items.
- 9.1.3. Assessments may also be made for the creation of a reserve budget including reserves for items determined by the Board, which may include, among other items, a reserve for insurance deductibles. The Board may, in its discretion, levy an assessment in an amount sufficient to meet the projected reserve needs of the Association.
- 9.1.4. The Board shall have the authority to establish a multi-tiered system of assessments based upon the completion status of various Buildings. Declarant (and any affiliate of Declarant to which a Unit is conveyed) shall not pay any assessments on the Unit it owns; provided, however, that Declarant may, in its sole discretion, subsidize or reimburse the Association for any expenses the Association incurs in connection with the Units Declarant owns, which are not covered by the assessment of other Unit Owners.
- 9.1.5. In addition to other authorized assessments, the Board may levy special assessments to cover unbudgeted expenses in excess of those budgeted. In no case may the amount of any special assessment levied on any Unit pursuant to the subparagraph exceed an amount equal to the total amount of the special assessment multiplied by the Percentage of Interest for any Unit. This subparagraph does not apply to special assessments for Limited Expenses which are provided for in the following subparagraph or to any assessments levied against a Unit Owner for the acts or omissions of that Unit Owner or its family members, invitees or guests, which may be levied against the applicable Unit Owner.

- 9.1.6 Assessments (regular or special) 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 and appurtenant Limited Common Elements, as determined by the Board. Unit Owners shall share in the payment for Limited Expenses for repair, maintenance, and replacement of Limited Common Elements benefitting their respective Units in proportion to the Percentage of Interest of such Unit Owners. If only one Unit is associated with the Limited Common Element involved, then, in the discretion of the Board, the entire cost of such repair, maintenance, reconstruction or replacement may be assessed to that Unit Owner.
- 9.1.7 Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Unit Ownership Act, including, but not limited to, any special assessments that are not assessed on an annual basis. To the extent facilities or infrastructure serving the Project are not within, wholly or partially, the Property (for example, water detention facilities or storage ponds) and the Board determines that the Association is required to pay for or maintain and/or operate, or it is in the best interest of the Association to pay for or maintain and/or operate, such facilities or infrastructure the Association may levy assessments to cover the cost of such maintenance and/or operation.
- 9.1.8 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 or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefore. However, any such Grantee shall be entitled to a statement from the Manager or Board, 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 subjected to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.
- 9.1.9 At the time the Association creates its first budget, an account or accounts shall be set up to which initial assessments shall then be deposited.
- 9.2 Payment of Assessments. All assessments shall be due thirty (30) days from the date of mailing such assessment following the meeting at which time assessments are levied by the Association. The amount of the Common Expenses assessed against each Unit, and the amount of Limited Expenses assessed against each Unit, shall be the personal and individual debt of the owner thereof. If the Owner is a corporation, limited liability company, limited partnership, trust, or similar entity, then the underlying shareholders, unitholders, beneficiaries, limited partners, etc. agree by purchasing a Condominium Unit to waive all protections given by their entity and agree that they are personally liable for any debt owed to the Association. (For example, if the entity is a corporation, the Association may automatically pierce the corporate veil to hold the shareholders

personally liable for the debt.) No Unit Owner may exempt himself from liability for this contribution toward the Common Expenses and the Limited Expenses by waiver of the use or 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 Owner shall be obligated to pay interest at the rate of fifteen percent (15%) per annum, or the maximum allowed by Montana law at the time of the delinquency, whichever is less, on the amount of the assessment from the due date thereof, together with all expenses, including attorney's fees incurred, together with such late charges as are provided in the Bylaws of the Association. In no case shall the Unit Owner be charged a rate of interest in excess of the amount allowed under Montana law. 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.

9.3 Liens for Assessments

9.3.1 The Association shall have a lien against each Unit to secure payment of delinquent assessments and other amounts payable hereunder attributable to that Unit, as well as interest, late charges (subject to the limitations of Montana law), and costs of collection (including attorney fees and costs). Such lien shall be superior to all other liens, except as set forth in § 70-23-607 of the Unit Ownership Act (including any amendment to the Unit Ownership Act which affords a higher priority to the lien of the Association). Such lien may be enforced by suit, judgment, and judicial or non-judicial foreclosure.

9.3.2 The Association may bid for the Unit at the foreclosure sale or other legal sale and acquire, hold, lease, mortgage, convey and otherwise deal with the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment (based on Percentage of Interest) that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and costs without foreclosing or waiving the lien securing the same.

9.3.3 Subject to Section 9.4, the sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments.

The Board, on behalf of the Unit Owners, 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 a Unit may pay, but shall not be required to pay, any

unpaid assessment payable with respect to any such Unit, and upon such payment, such lienholder shall have a lien on the Unit for the amounts paid of the same rank as the lien of such lienholder's encumbrance without necessity of having to file a notice or claim of such lien.

- 9.4 Unpaid Assessments – Mortgagee. Where a lienholder or other purchase 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 the share of assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid assessments shall be deemed to be Common Expenses collectable from all of the Units including such acquirer and such acquirer's success and assigns.
- 9.5 Assessments for Damages. Damage to any part of a Unit resulting from maintenance, repair, emergency repair or replacement of any of the General Common Elements or Limited Common Elements or as a result of an emergency repair within another Unit at the instance of the Association (other than damage caused by a Unit Owner or a family member, guest or invitee thereof) shall be designated Common Expenses by the Association and assessed in accordance with such designation.

ARTICLE 10 - AMENDMENT

- 10.1 Amendment by Declarant. During the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect on the right of any Owner or Mortgagee (or the consent of any such Owner or Mortgagee is obtained). Notwithstanding the above, during the Declarant Control Period, Declarant may unilaterally amend this Declaration if such amendment is (a) necessary to bring any provision in compliance with applicable governmental statutes, necessary governmental restrictions, rule regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units or to insure the Project or any portion thereof, including any individual Unit; (e) necessary to allow the Association to obtain insurance contemplated by this Declaration, including, without limitation, property or liability insurance, at a reasonable price and on reasonable terms; or (f) otherwise necessary to satisfy the requirements of any governmental or quasi-governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.
- 10.2 Amendment by Owners. After the Declarant Control Period, this Declaration may be amended by (a) the affirmative vote or written consent, or any combination thereof, of at least sixty-six percent (66%) of the total Percentage of Interest of the Association.

However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. If the amendment is approved as provided in this paragraph, the President and Secretary of the Board shall certify that the amendment was properly adopted and shall have the authority to sign the amendment and have it acknowledged and filed with the Clerk and Recorder's Office of Gallatin County, Montana.

- 10.3 Restriction on Amendment. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant.
- 10.4 Plat Amendment. Declarant may unilaterally amend the plat of the Property without the additional consent of any Owner or the Board; provided, however, that nothing in this paragraph allows Declarant to replat the property underlying a Building without the consent of the Owners of the Units in such Building.
- 10.5 Merger or Consolidation. During the Declarant Control Period, Declarant may merge, consolidate or bifurcate the Association into a property owners' association of the same form of ownership. Upon written request from Declarant during the Declarant Control Period, the Board and each Unit Owner shall execute such documents and take such actions as shall reasonably be requested by Declarant to approve and effect any such merger, consolidation or bifurcation.
- 10.6 Agreement Regarding Amendments. The Unit Owners, the Association, lien holders, mortgagees and all others acquiring any interest in or lien on the Units, the Common Elements or any other portion of the Project shall be bound by the rights of Declarant to amend and supplement this Declaration (and Bylaws if required) and the plat of the Property as set forth in this Declaration, including, without limitation, reduction or increase in the number of Units, completion of construction of Units and any change in the Percentage of Interest, site plan or floor plans in connection therewith, and their consent to such amendments and supplements is implied and agreed to by the acceptance or acquisition of any interest in or lien on the Units, the Common Elements or any other portion of the Project. Declarant is hereby appointed the Unit Owners', Association's, lien holders' and mortgagees' agent and attorney-in-fact to execute and record such amendments, supplements and related documents.
- 10.7 Amendments Requiring Consent of Mortgagee. Notwithstanding any provision herein, any amendment that materially adversely affects the holders of first mortgages or trust indentures of record requires a favorable vote of at least fifty-one percent (51%) of such mortgagees. For purposes of validating a vote of the Units, when the vote materially affects a mortgagee, notice of the proposed action requiring vote shall be mailed by certified mail return receipt requested to the mortgagee of each Unit. If the mortgagee fails to respond after sixty (60) days from the mailing of the notice, the mortgagee is presumed to have consented to the action and the lack of return vote is an affirmative vote.

ARTICLE 11 - ASSIGNMENT

Any or all of the rights and powers granted or reserved to Declarant in the Governing Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Declarant to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Clerk and Recorder of Gallatin County, Montana.

ARTICLE 12 - UNIT RESTRICTIONS

All of the Units shall be held, used and enjoyed subject to the Governing Documents, any zoning regulations and the following limitations and restrictions:

- 12.1 Use. The Units shall be used only for residential occupancy by Unit Owners, their families, and their guests and invitees, consistent with the restrictions contained herein and in the other Governing Documents and may not be used for any other purposes whatsoever.
- 12.2 Use of Common Elements. The use of all of Common Elements shall be limited as follows:
 - 12.2.1 There shall be no obstruction of the Common Elements, nor shall anything be stored in or on the 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.
 - 12.2.2 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.
 - 12.2.3 Nothing shall be altered or constructed in or on or removed from the Common Elements, except upon the written consent of the Association.
 - 12.2.4 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 Owners. 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.
 - 12.2.5 All garbage shall be kept in appropriate containers and stored inside storage areas or the Unit unless put out for collection.

- 12.3 Change in Unit Boundaries. No change in the boundaries of existing Units shall encroach upon the boundaries of the Common Elements or other Units except by amendment to this Declaration and, during the Declarant Control Period, with the written approval of the Declarant. Any such change will be set forth in an amendment showing the revised plans of the Unit(s) which amendment shall be approved, signed and acknowledged by the Association, the Owner(s) of the applicable Unit(s) and all lien holders and mortgagees of the Units concerned, to the extent required by the Unit Ownership Act. Boundary walls must be equal in quality of design and construction to the existing boundary walls.
- 12.4 Load Bearing Walls. Notwithstanding any rights to remodel the Units, load bearing walls may not be moved or structurally altered.
- 12.5 Liens for Alterations or Modifications. Labor performed, and materials furnished and incorporated into a Unit with the consent of or 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 of the Unit Owner consenting to or requesting the same. Each Unit Owner shall indemnify and hold harmless each of the other Unit 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 Owner's Unit at such Unit Owner's request.
- 12.6 Activities. No unlawful activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done by a Unit Owner (or the family members, guests or invitees of a Unit Owner) which may be or become an annoyance or a nuisance to the Unit Owners. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time, and disputes among Unit Owners, arising as a result of this provision which cannot be amicable resolved, shall be arbitrated by the Board. No Unit Owner shall do or permit anything to be done or keep or permit to be kept in such Owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Project without the written approval of the Board, and each Unit Owner who causes such an increase shall pay to the Association the increased cost of insurance premiums resulting from any activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, fireworks, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.
- 12.7 Animals. No animals shall be kept, raised, or bred in any Unit. Notwithstanding the foregoing, a reasonable number of customary household pets may be kept in a Unit. Unit Owners are responsible for damage and waste caused by any permitted household pets associated with a Unit. The Board may establish such other reasonable Rules and Regulations (including but not limited to the number of permitted household pets and pet deposits) concerning permitted household pets and other animals as it deems necessary.

- 12.8 Aesthetics. The Common Elements (including the Limited Common Elements appurtenant to the Units) shall not be used for storage of supplies, recreational equipment, materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations. No unsightly conditions shall be maintained on the patio, porch or deck of any Unit or in any other area that is visible from the exterior of the Unit and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use.
- 12.9 Rules and Regulations. It is intended that the Board may make, amend and repeal Rules and Regulations from time to time that apply to the Project, Unit Owners and their family members, guests and invitees. Such Rules and Regulations may govern use of the Common Elements and Units, the personal conduct of Unit Owners and their family members, guests and invitees, and may govern construction and design criteria and aesthetic standards so as to further the use, enjoyment and aesthetics of the Project for the Owners. Such Rules and Regulations may also establish enforcement mechanisms, including penalties for violation thereof. Following adoption, amendment or repeal of any Rules and Regulations and amendments thereto in effect from time to time shall be furnished to the Unit Owners upon request. Notwithstanding anything to the contrary herein, the Board shall not adopt any rules or regulations that adversely affect the Declarant without the Declarant's prior written consent.
- 12.10 Parking. No person may park vehicles on or along any road within the Property except in areas specifically designated for parking. Likewise, no person may park in any Driveway or in front of any garage except that an Owner, or the Owner's family member, guest or invitee, may park in the Driveway or in front of the garage appurtenant to the Unit owned by such Owner, subject to the other provisions of this Declaration and any Rules and Regulations. All vehicles shall be parked in garages appurtenant to the Units, in Driveways appurtenant to the Units or in other designated parking spaces. No vehicles may be stored anywhere on the Property except in garages, Driveways and other parking areas designed by the Governing Documents or by the Board. The Board may establish such other reasonable Rules and Regulations concerning parking as it deems reasonable.
- 12.11 Short Term Rentals. Short Term Rentals (also known as "vacation rentals") are prohibited. The term "Short Term Rentals" means any rental for a term that is less than ninety (90) days.
- 12.12 Interior Remodeling and Improvements. 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 Unit Owner does not affect the structural integrity of the Building in which his Unit is located, or the General Common Elements or Limited Common Elements in which other Unit Owners have an interest. Each Unit may be improved with any appropriate fixtures and improvements consistent with the

quality, character and architecture of the Building, this Declaration and the Bylaws. Improvements shall not encroach on the General Common Elements or, except as specifically provided in this Declaration, the Limited Common Elements.

- 12.13 Lights. Except as otherwise regulated by the Community Association, the Board may adopt Rules and Regulations regulating exterior lighting or seasonable holiday lighting.
- 12.14 Reserved Rights of Declarant. None of the restrictions contained in this Article 12 shall apply to the activities or signs or billboards, if any, of Declarant during the development and sales period of the Association in furtherance of its powers and purposes set forth herein, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein, Declarant, its affiliates and their respective agents, contractors and employees involved in the development of the Project shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas (for vehicles, machinery, equipment and material used or to be used in connection with the development work, sales and marketing) and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Declarant (including, without limitation, development of the Buildings, Units and recreational facilities, if any, in any phase of the Project) and may continue to do so during the entire development and sales period. In addition, Declarant reserves the right to change the type of construction, size, layout, location, architectural design and principal construction materials of the Buildings and the Units therein; provided, however, that any Buildings and the Units therein shall be generally consistent with the quality of construction of Buildings and Units described in this Declaration.

ARTICLE 13 - INSURANCE

- 13.1 Association Policies. Insurance policies upon the Common Elements and the Units shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Montana.
- 13.1.1 Named Insured – Association Insurance. The named insured under all policies purchased by the Association 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. Unit Owners may obtain insurance coverage, at their own expense, upon their individual Units and personal property, and for their personal liability and living expense.
- 13.1.2 Coverage. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available (as determined by the Board):

- 13.1.2.1 Loss or damage by fire and other hazards; typically covered by a standard special clause of loss property policy form or its equivalent;
 - 13.1.2.2 Specifically, such other perils, including flood and earthquake, as from time to time may be customarily covered with respect to buildings similar in construction, location and use as the Buildings, if the Association so desires, in amounts to be determined by the Board;
 - 13.1.2.3 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, general liability provisions, and umbrella/excess liability policies;
 - 13.1.2.4 Errors or Omissions Insurance for the Directors, Officers and Manager if the Association so desire, in amounts to be determined by the Board; and
 - 13.1.2.5 Such other insurance as the Board shall determine from time to time to be desirable and as may be required by the Federal and State laws.
- 13.1.3 Property Insurance. All Units and Buildings, including the Common Elements and such portions of the Units as are for insurance purposes normally deemed to constitute part of the Common Elements and such other improvements to land as may be included in the Common Elements where such improvements are reasonably insurable under a property policy, shall be fully insured to an amount equal to the full replacement cost thereof with all such insurance to be based on current replacement cost value, as determined annually by the Board, but subject to such deductible clauses as are required in order to obtain and maintain coverage at reasonable costs, and which coverage shall be increased by the Board as may be necessary to provide that the insurance proceeds will be sufficient to cover replacement, repairs or reconstruction.
- 13.1.4 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.
- 13.2 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 Unit Owner.

- 13.3 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 the Owners Association as "Insurance Trustee". The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners, and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:
- 13.3.1 Unit Owners: An undivided share for each Unit Owner, such share being the same as the Unit Owner's Percentage of Interest.
- 13.3.2 Mortgagees: In the event a mortgage 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.
- 13.4 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:
- 13.4.1 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.
- 13.4.2 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.
- 13.4.3 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.
- 13.4.4 Certificate: In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon the Board or a Manager as to the names of the Unit Owners and their respective shares of the distribution.

- 13.5 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 Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 13.6 Benefit to Mortgagees. Certain provisions in this paragraph entitled “Insurance” are for the benefit of mortgagees or trust indenture beneficiaries of the Units, and all such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee or beneficiary.
- 13.7 Reconstruction
- 13.7.1 Repair After Casualty. If any part of the Villas at Black Bull property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
- 13.7.1.1 Lesser Damage: If a Unit or Units are found by the Board to be tenantable after the casualty, the damaged property shall be repaired.
- 13.7.1.2 Greater Damage: If a Unit or Units are found by the Board to be not tenantable after the casualty, the damaged property shall be reconstructed or rebuilt.
- 13.7.1.3 Certificate: The Insurance Trustee may rely upon a certificate of the Board made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- 13.8 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original improvements, or if not, then according to plans and specifications approved by not less than seventy-five percent (75%) of the aggregate Percentage of Interest of the Unit Owners and the eligible holders of first mortgages on Units of which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated. 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 Article 10, hereinabove.
- 13.9 Responsibility. The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair of the Property, and the Board or Manager shall work with the Insurance Trustee to carry out the provisions of this Article.

- 13.10 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 Unit Owners' Percentage of Interest.
- 13.11 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 Insurance Trustee and according to the contract of reconstruction or repair, which contract must have the approval of the Board and the Unit Owners involved.
- 13.12 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.
- 13.13 Termination of Regime – Destruction. Any election to terminate the Villas at Black Bull regime after substantial destruction or a substantial taking in condemnation of the Villas at Black Bull's property must require the approval of a majority of the Percentage of Interest of the Unit Owners.

ARTICLE 14 - REMOVAL OR PARTITION -- SUBDIVISION

- 14.1 The Villas at Black Bull may only be removed from condominium ownership, and may only be partitioned or sold, upon compliance with each of the conditions hereof:
- 14.1.1 The Board must approve the plans of removal, partition or sale, including the details of how any partition or sale, and the distribution of the property or funds, shall be accomplished.
- 14.1.2 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 a majority of the Percentage of Interest of the Unit Owners. Upon obtaining such approval, the Board shall be empowered to implement and carry out the plan of removal, partition, or sale.
- 14.1.3 No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred, except as provided above.

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

14.1.5 The Common Elements of the Villas at Black Bull shall not be abandoned, partitioned, subdivided, encumbered, sold or transferred without compliance with all of the above requirements.

ARTICLE 15 - REMEDIES

All remedies provided in this Declaration and the 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. All rights, remedies and privileges granted to the Association or any Unit Owner(s) pursuant to any terms, provisions, covenants or conditions of the Declaration and Bylaws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE 16 - SEVERABILITY

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

ARTICLE 17 - 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.

ARTICLE 18 - MISCELLANEOUS

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

18.2 Attorney's Fees. If any Owner defaults in making a payment on Assessments or in the performance or observance of any provision of this Declaration, and the Association has obtained the services of an attorney in connection therewith, the Owner covenants and agrees to pay the Association any costs or fees incurred, including reasonable attorney fees, regardless of whether legal proceedings are instituted, as well as costs of collection. Additionally, in the event of any action to enforce the obligations and covenants contained herein, the prevailing party shall be entitled to his or her costs, including reasonable attorney's fees, as well as costs of collection and actions on appeal.

18.3 Notice and Material Distribution. Any notice required by the Declaration or the Bylaws shall be in writing and shall be deemed to have been received: (i) on the date such notice is personally delivered to a Unit Owner, the designated voter if a Unit is owned by multiple individuals or a legal entity, or the Owner's agent as identified in the Association's records; (ii) on the postmarked date such notice is mailed through the United States Postal Service to the address on record with the Association, return receipt requested and postage prepaid; (iii) on the date such notice is accepted by a nationally recognized courier (e.g., UPS or Federal Express) to be delivered to the address on record with the Association; or (iv) on the date such notice is sent via email or facsimile transmission to an Owner, the designated voter of the Unit Owner of Units owned by multiple individuals or a legal entity, or the Owner's agent as identified in the Association records and a delivery receipt is obtained.

Unit Owners may change any of their addresses (mailing or email) or facsimile numbers for notice purposes by delivering written notice of such change to the Association by any method by which notice may be given in accordance with this Section. Such change of address or facsimile number is effective seven (7) days after the date notice is deemed to be given by the terms of this Section.

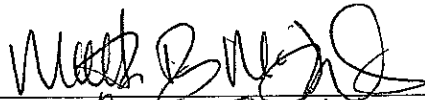
The mailing address of the Unit shall be the default address to which an Association shall provide all notices, unless a different address is on record with the Association.

18.4 Service of Process. The name and address of the person to receive service of process for the Association until another designation is filed of record shall be the registered agent for the Association on file with the Montana Secretary of State.

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Chapter 23, Title 70, MCA.

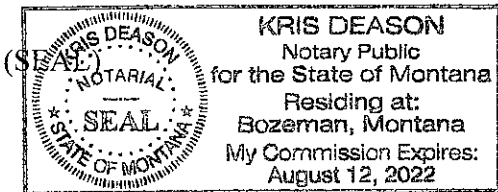
Bridger Basin Homes LLC,
a Montana limited liability company

By: 
Name: Matthew B McLaughlin
Title: Member

STATE OF MONTANA)
)
:ss.
COUNTY OF GALLATIN)

On this 20 day of November, 2019 before me, a notary public in and for the State of Montana, personally appeared Matthew B. McLaughlin, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as member of Bridger Basin Homes LLC, a Montana limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal as of the day and year first above written.



Kris Deason
Notary Public for the State of Montana

EXHIBIT A
Description of Property

Tract 1-A of Amended Plat of Tract 1 of Black Bull Subdivision Phase 1, recorded on September 17, 2018 as Document No. 2626720, in the office of the County Clerk and Recorder, Gallatin County, Montana.

EXHIBIT B
Construction Materials

The principal materials of which the Buildings will be constructed are as follows:

1. Concrete Foundation;
2. 4' crawl space;
3. 2x6 exterior framing;
4. TJI Floor joists, 2nd floor 22" trussed floor joists;
5. 2nd floor gypcrete for sound;
6. Exterior wall insulation: NOM. 2" CLOSED CELL FOAM R-14 IBA JM R-11 unfinished batt;
7. Rockwool sound insulation between floors and walls;
8. Attic: IBL OC PROPINK L77 PINK FIBERGLAS 33 LB R-49 BLOW;
9. Sheetrock walls and ceilings;
10. Exterior walls: 40% stucco, 35% cedar siding, 25% rock: steel trellis, knee braces exterior details;
11. 2nd story decks using Azeks brand composite decking and custom steel railing;
12. Interior custom steel railings and hand rails;
13. Interior lighting 4" cans, decorative bath fixtures, living room chandeliers, pendants over kitchen island;
14. Roof: 90% standing seam metal, 10% EPDM flat roof membrane;
15. Interior finishes: 60% wood flooring, 20% carpet, 20% tile;
16. Interior trim 1x6 baseboard, 5/4" x 4 casing;
17. Solid wood 5 panel interior doors, 2 custom barn doors and tracks per unit;
18. Exterior windows and Doors Pella wood clad interior, aluminum clad exterior black, entry doors 5 panel glass with fixed sidelight;
19. Garage doors smoky glass 9 pane aluminum clad exterior; and
20. Kitchen Aid appliances: 36" 6 burner stainless range, 36" x 84" built in stainless refrigerator, 24" undercounter stainless wine fridge, 600 cfm stainless vent hood with warmer lights, 24" stainless dishwasher, side by side washer and dryer.

EXHIBIT C
Site Plan

[See Attached]

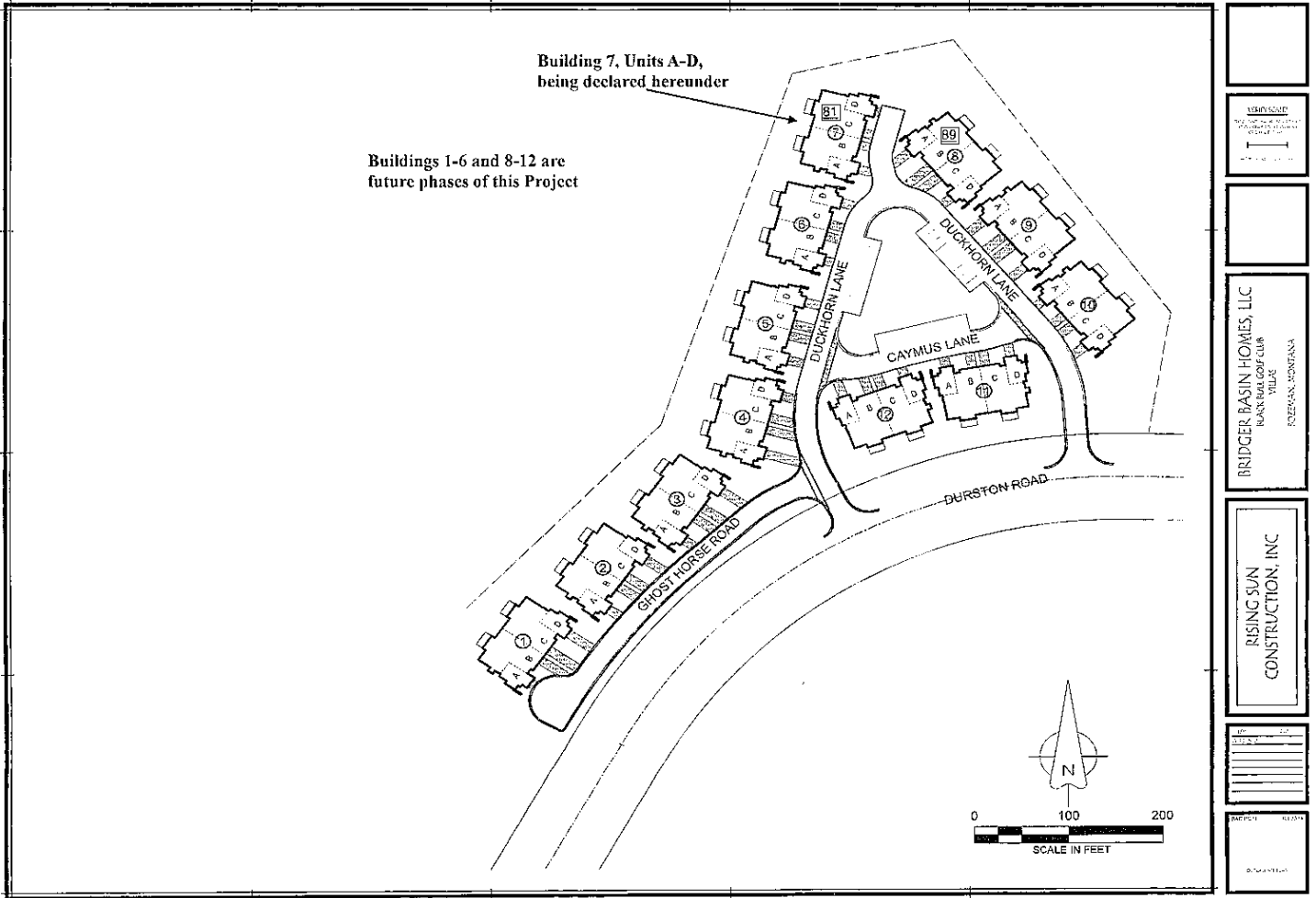


EXHIBIT
"THE VILLAS" SITE PLAN
TRACT 1-A, AMENDED PLAT OF BLACK BULL SUBDIVISION PHASE 1

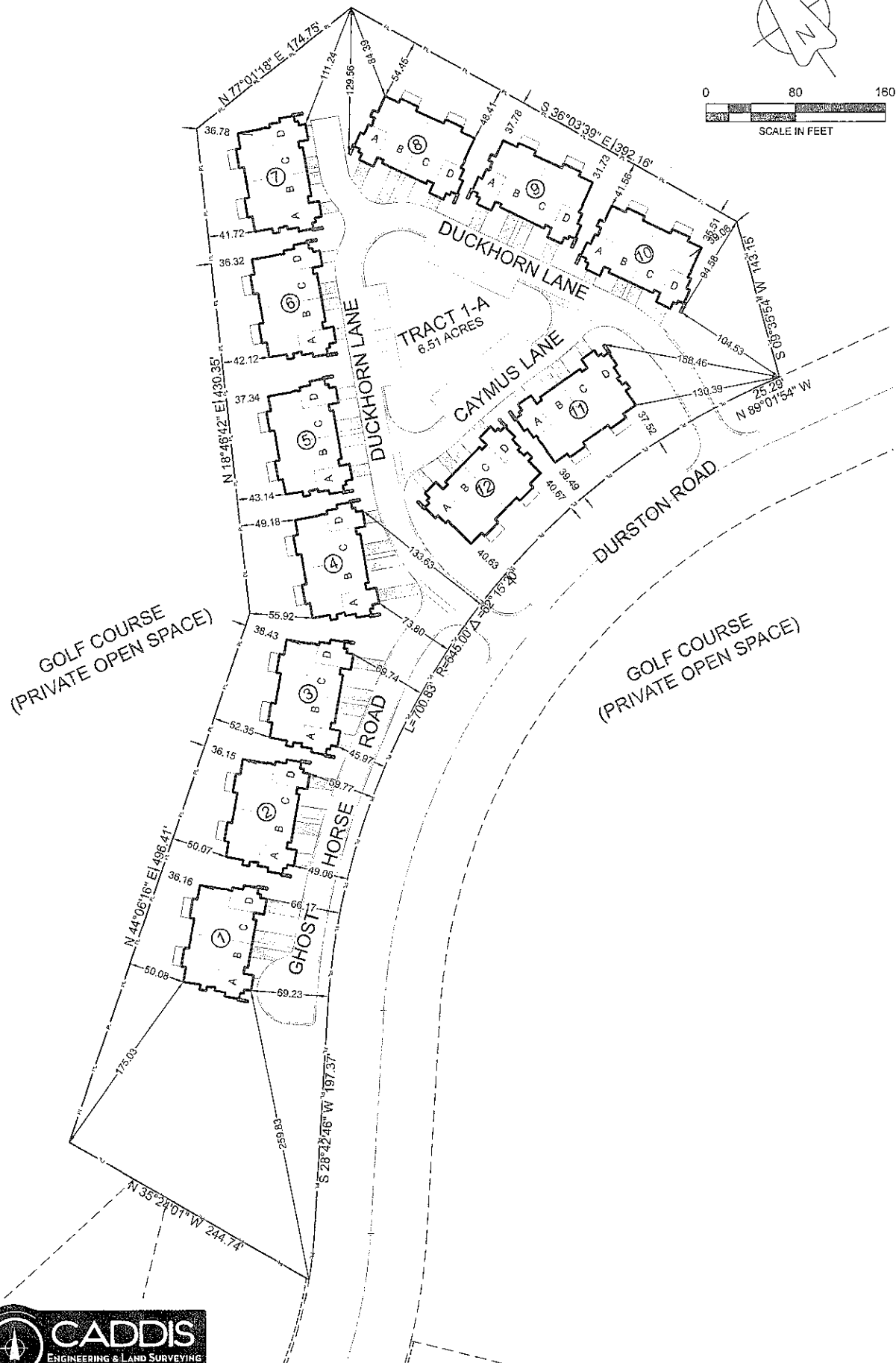
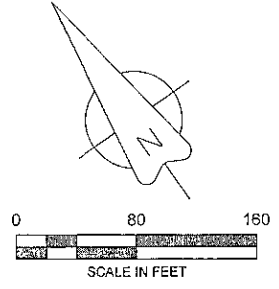


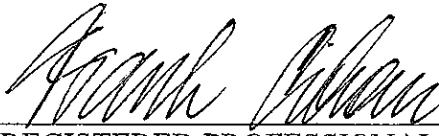
EXHIBIT D
Floor Plans and Certificate of Floor Plans

[Floor Plans Attached]

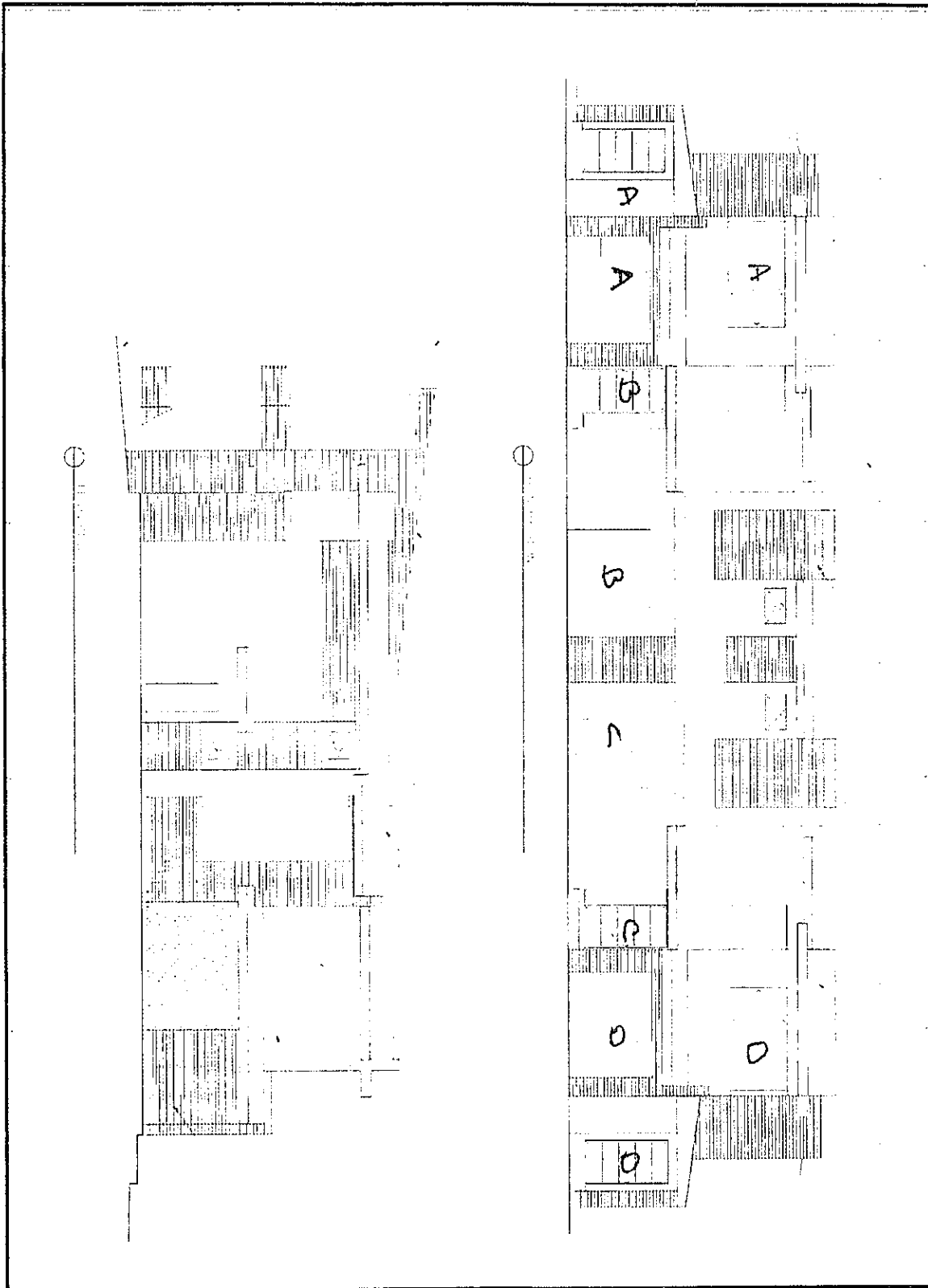
The undersigned, being a duly registered professional architect in the State of Montana, herewith certifies the following:

That the floor plans for the Villas at Black Bull situated according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Gallatin County, Montana, as duly filed and attached with this Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions as built of the Villas at Black Bull and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the County officers having jurisdiction to issue building permits.

Dated: Nov. 26, 2019.



REGISTERED PROFESSIONAL ARCHITECT
Number: 1189

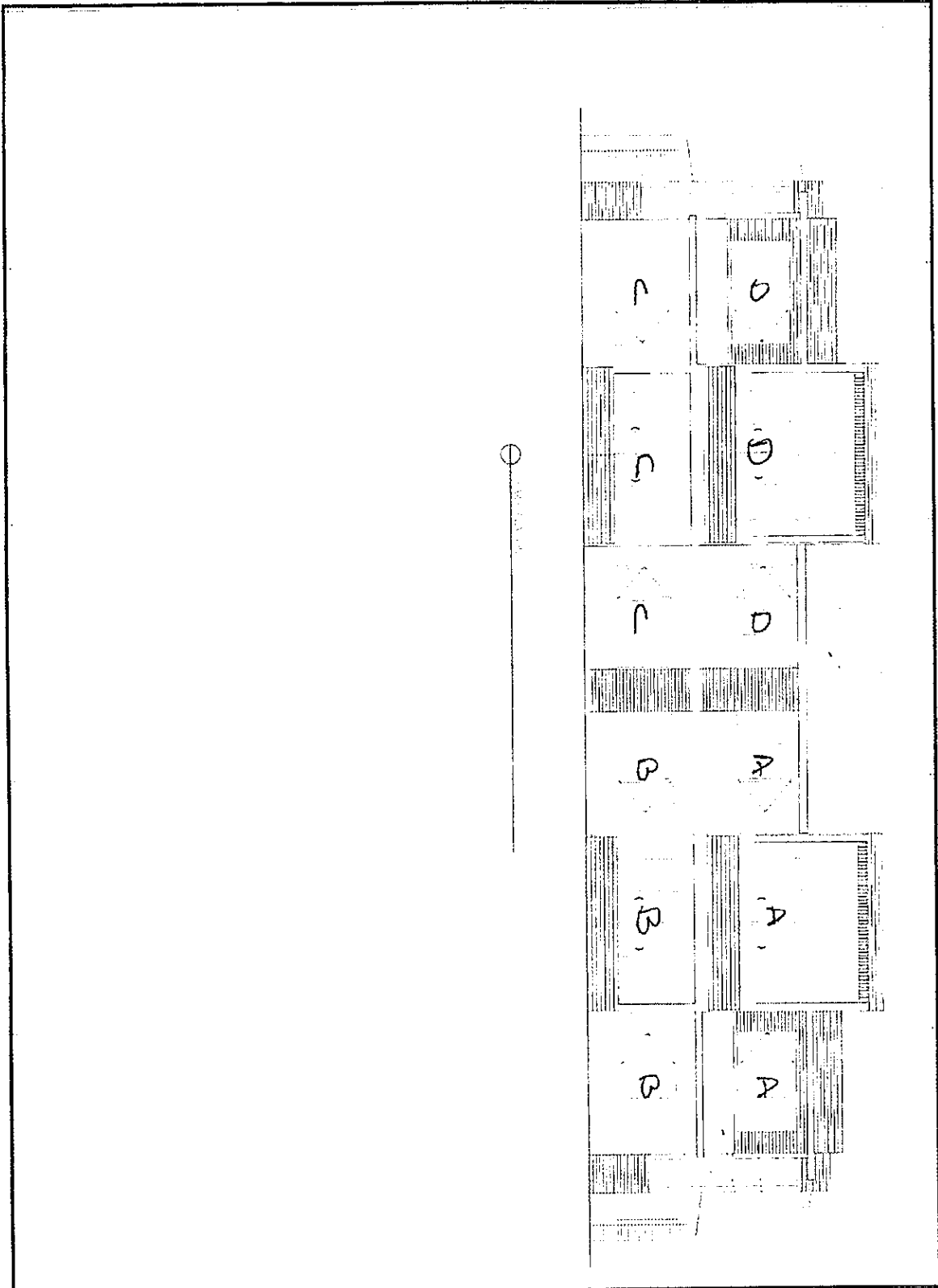


A3.1

BENSON
CONSTRUCTION INC.

RIDGEWAY HOMES LLC
12345
67890

I



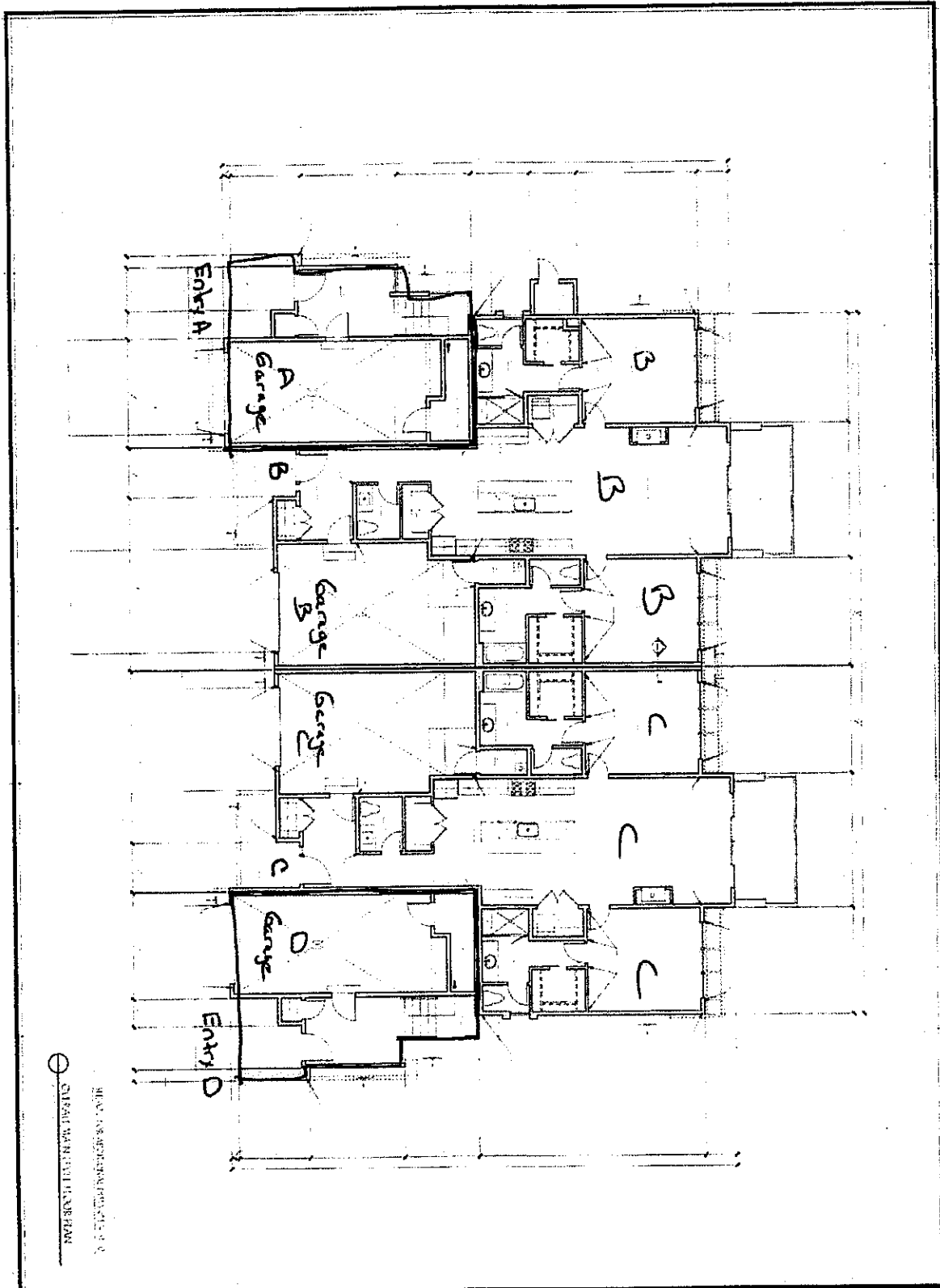
A5.2




RISE SUN
CONSTRUCTION, INC

BRINER BAIN HOMES, LLC






 NORTH
 CHASE MANUFACTURING

A21

RISING SUN
 CONSTRUCTION, INC

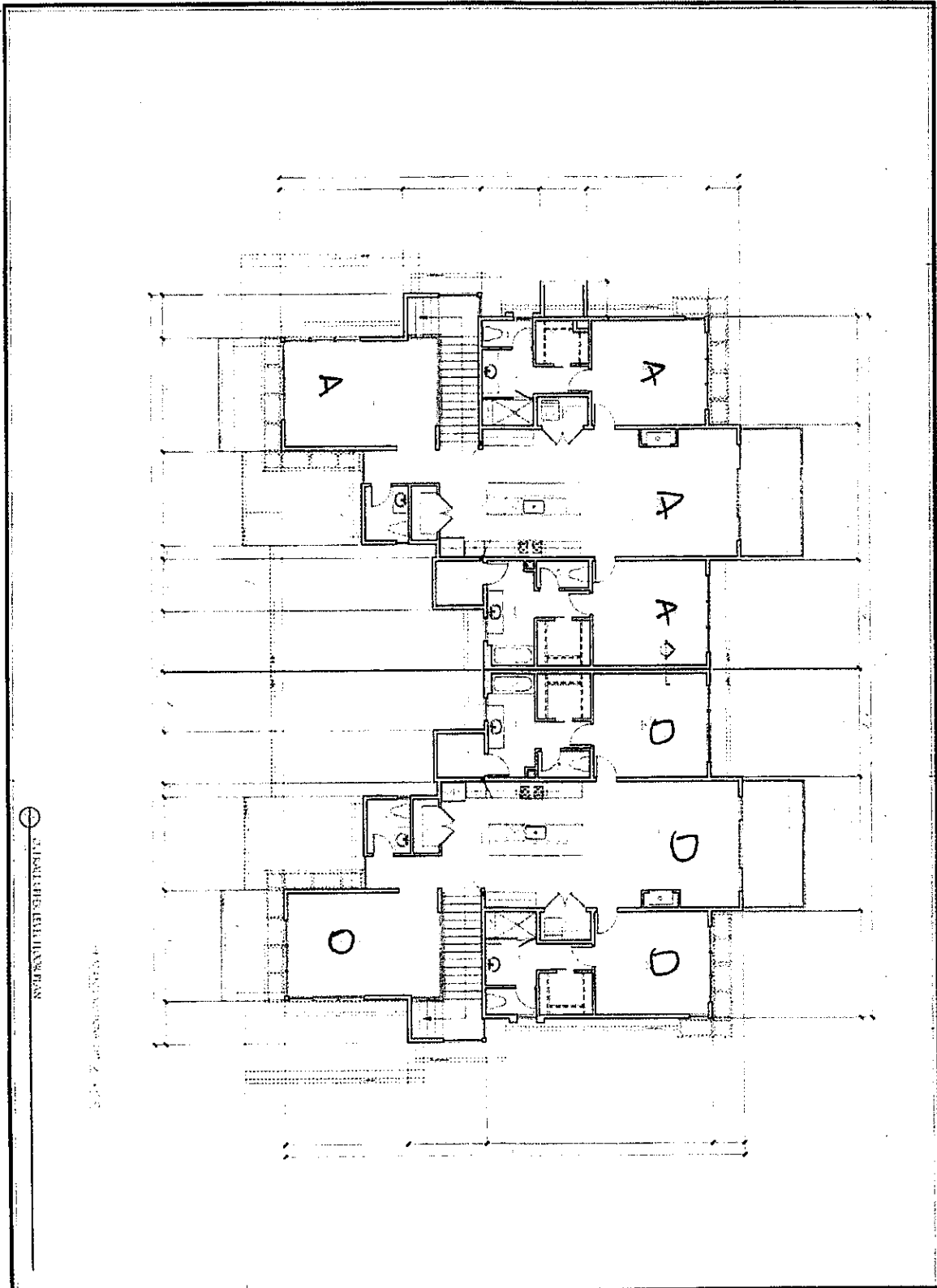
BRIDGER BASIN HOMES, LLC
 PLANNING GROUP
 VILLAS
 KODIAK, MONTANA

BRIDGER BASIN HOMES, LLC
 PLANNING GROUP
 VILLAS
 KODIAK, MONTANA

BRIDGER BASIN HOMES, LLC
 PLANNING GROUP
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BRIDGER BASIN HOMES, LLC
 PLANNING GROUP
 VILLAS
 KODIAK, MONTANA

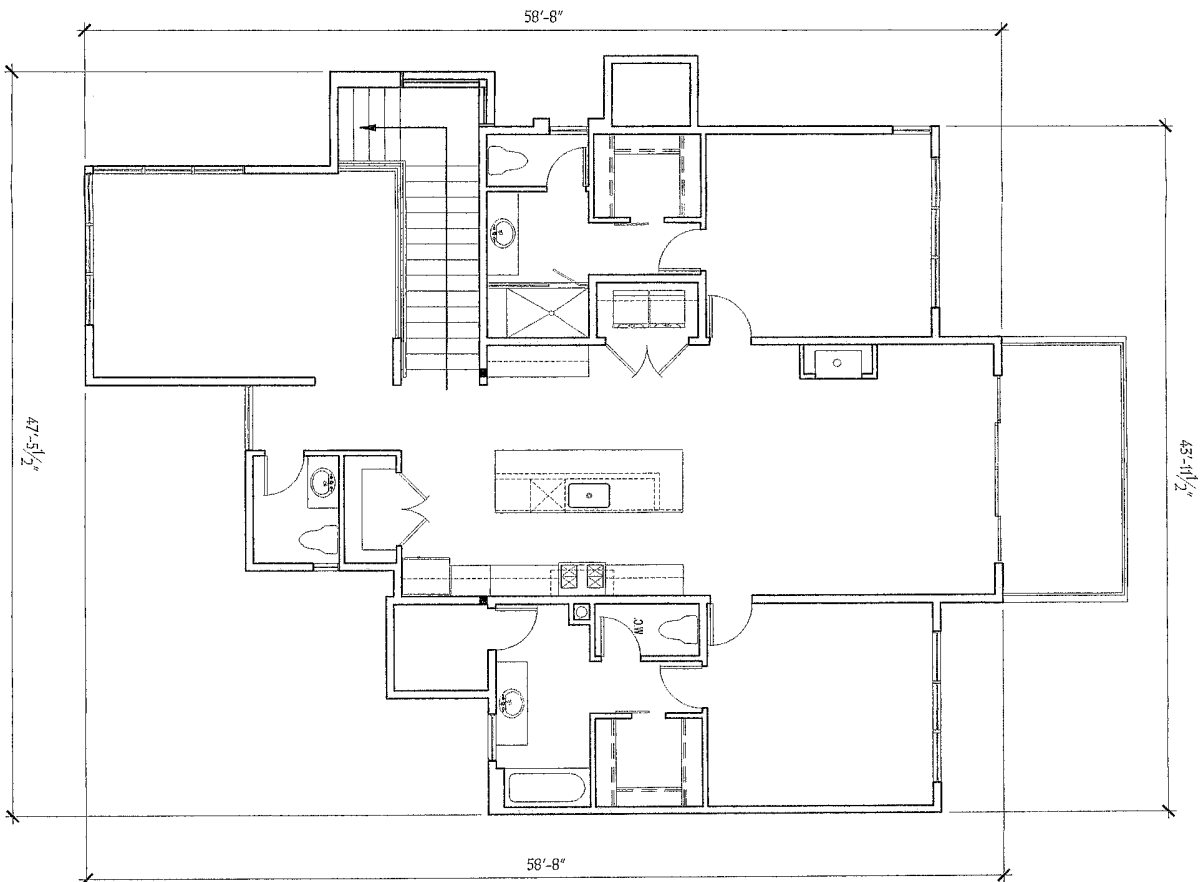
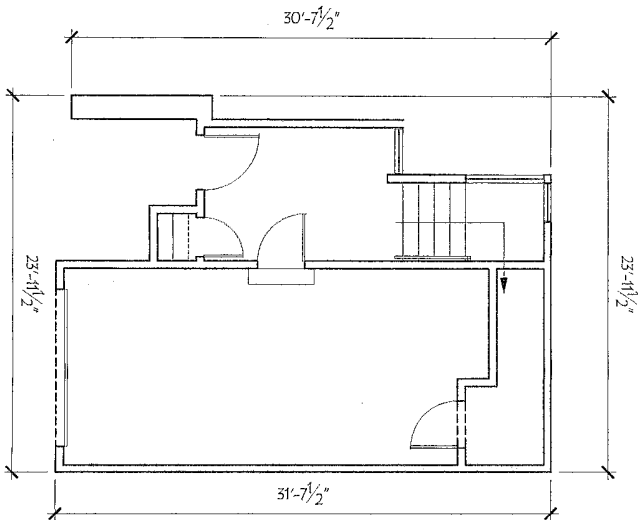
BRIDGER BASIN HOMES, LLC
 PLANNING GROUP
 VILLAS
 KODIAK, MONTANA



⊕ 21 INSET THIS LEVEL (IN PLAN)

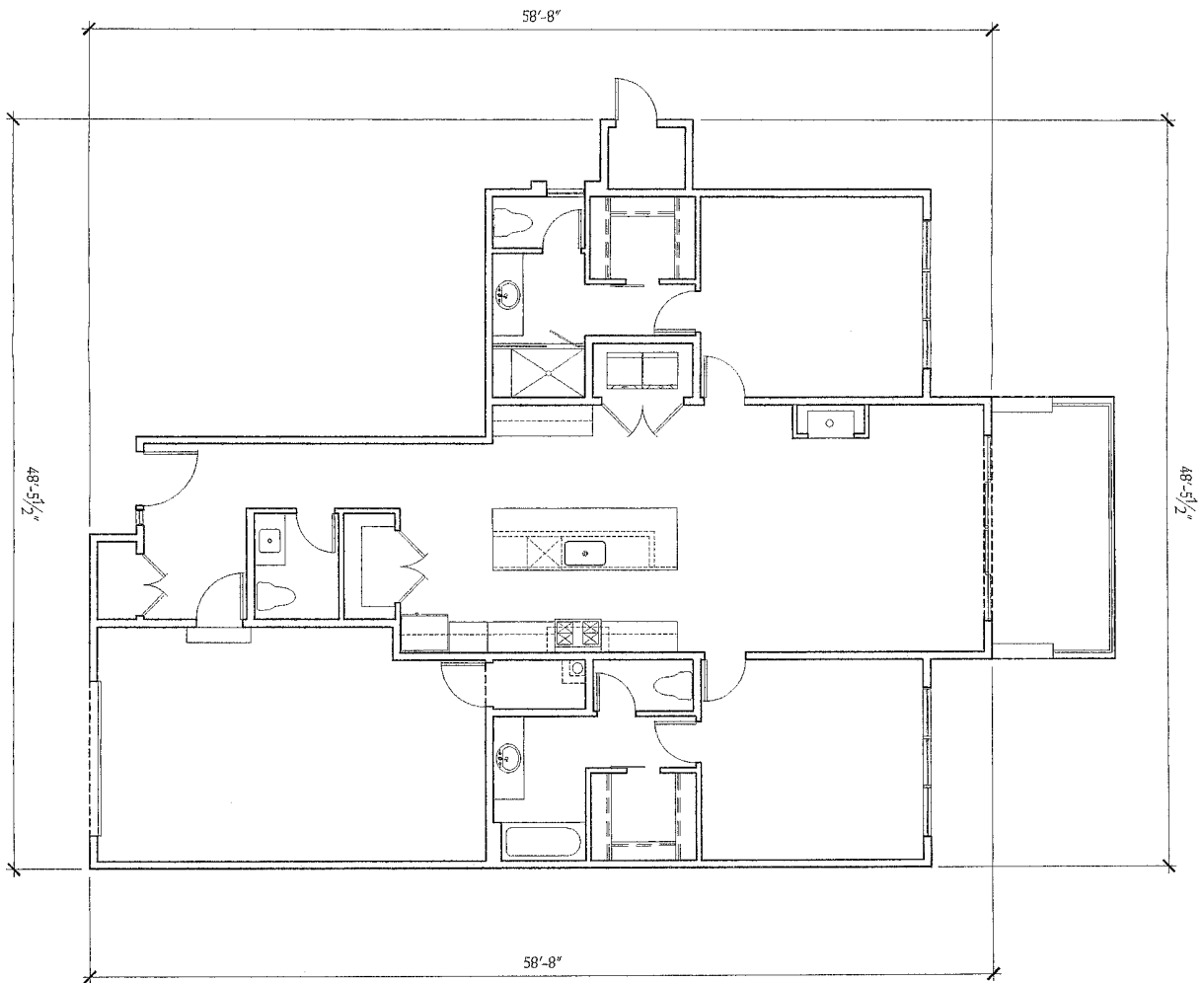
4' 0" (MIN) UNIT SPACING

| | | | | | | |
|------|--|---------------------------------|---|--|---------------|--|
| A2.3 | | RISING SUN CONSTRUCTION, INC | BRIDGER BASIN HOMES, LLC 1000 W. 10TH ST SHELDON, WY 82834 MONTANA | | I 10/19/19 | |
|------|--|---------------------------------|---|--|---------------|--|



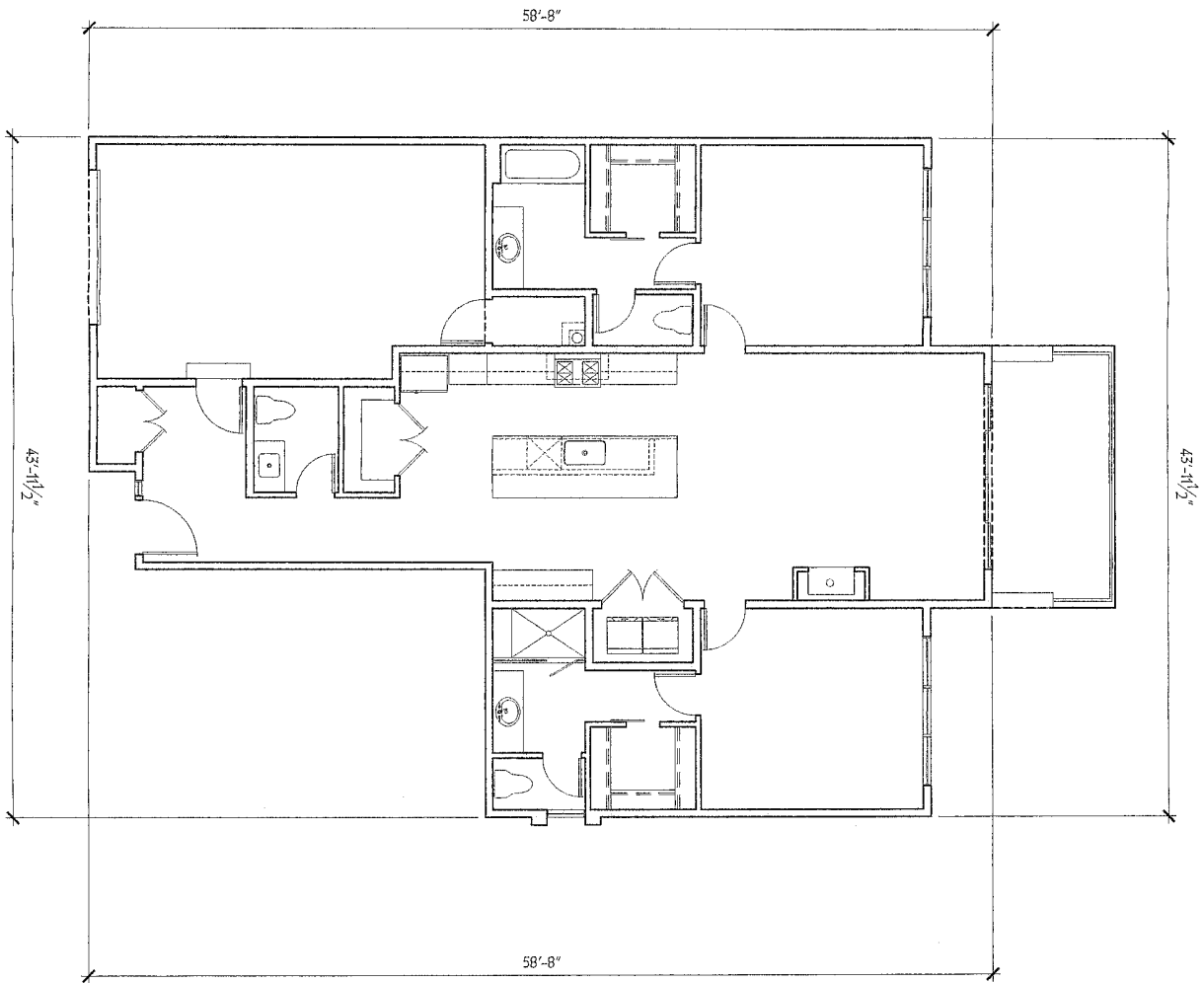
| SQUARE FOOTAGE | |
|----------------|------|
| LIVING | 2128 |
| DECK | 150 |
| GARAGE | 428 |

VILLAS
UNIT "A"



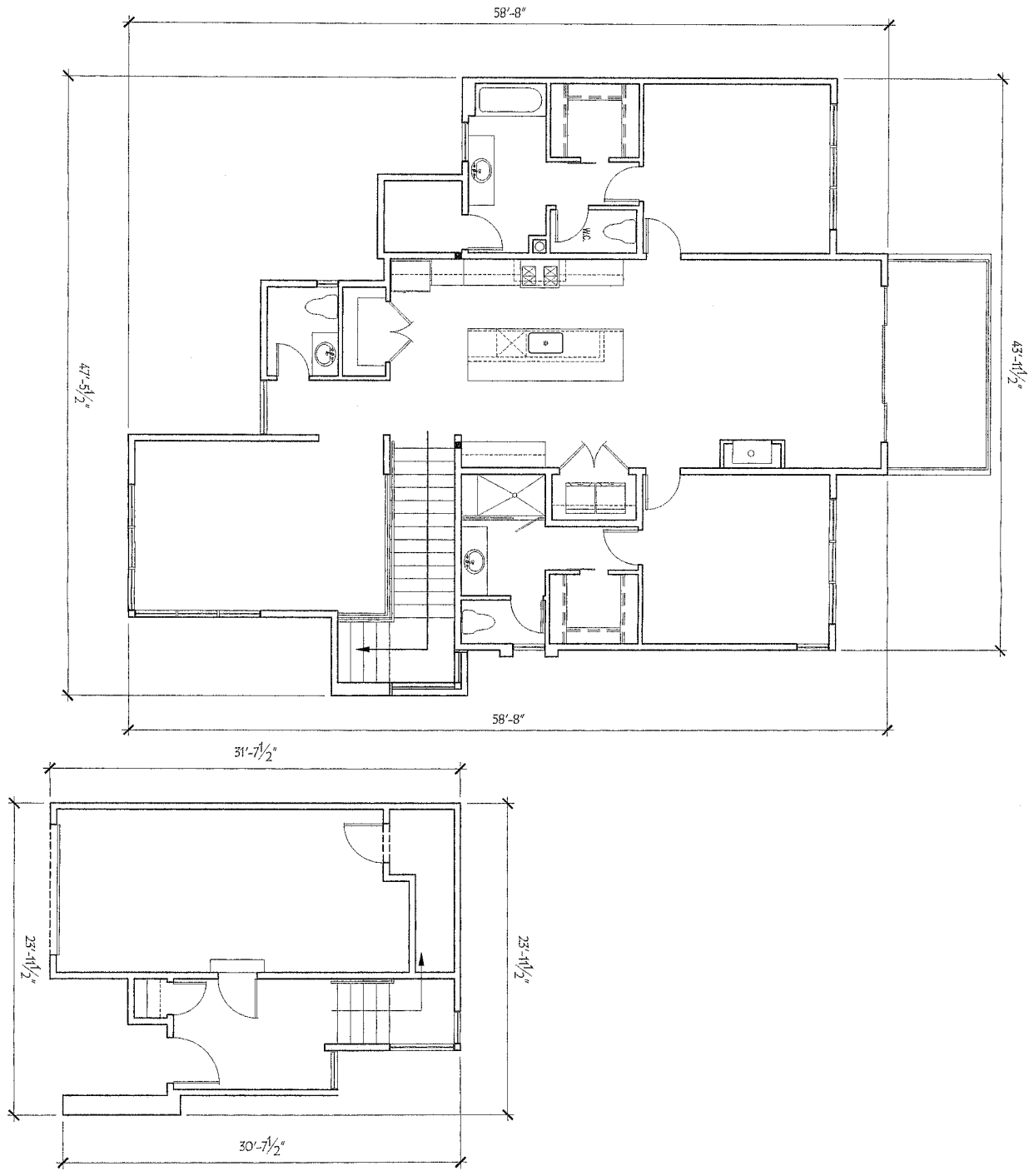
SQUARE FOOTAGE
LIVING 1652
DECK 156
GARAGE 388

VILLAS
UNIT "B"



SQUARE FOOTAGE
LIVING 1652
DECK 136
GARAGE 389

VILLAS
UNIT "C"



SQUARE FOOTAGE

| | |
|--------|------|
| LIVING | 2128 |
| DECK | 156 |
| GARAGE | 426 |

VILLAS
UNIT "D"

EXHIBIT E
Percentage of Interest

| Building | Unit Designation | Percentage of Interest |
|-----------------|-------------------------|-------------------------------|
| 7 | A | 25% |
| | B | 25% |
| | C | 25% |
| | D | 25% |
| Total | | 100% |

*Subject to the expansion provisions found in Section 6.4 of this Declaration.

EXHIBIT F
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 Villas at Black Bull, as described in Exhibit A attached hereto, situated as follows:

Tract 1-A of Amended Plat of Tract 1 of Black Bull Subdivision Phase 1, recorded on September 17, 2018 as Document No. 2626720, in the office of the County Clerk and Recorder, Gallatin County, Montana.

1. That the name "Villas at Black Bull" 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, Montana, except for the word "Villas"; and
2. All taxes and assessments due and payable for the said Villas at Black Bull have been paid to date.

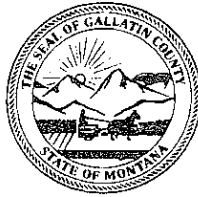
Dated: November 25, 2019

Department of Revenue of
The State of Montana

By: Whitney Mischel PUS III
Agent for the County of Gallatin
(Gallatin County Assessor)

EXHIBIT G
Gallatin County Certificate of Exemption

[See Attached]



GALLATIN COUNTY

CERTIFICATE OF EXEMPTION FROM SUBDIVISION REVIEW

I, Manager of Subdivision and Zoning for Gallatin County, Montana, do hereby certify that the Declaration for the Villas at Black Bull made this 6th day of December 2019, by Bridger Basin Homes LLC, a Montana limited liability company ("Declarant"), pursuant to Title 70, Chapter 23, Montana Code Annotated, is exempt from review under the Montana Subdivision and Platting Act pursuant to Section 76-3-203(2), MCA.

The Condominiums are to be located on the following described real property:


Lot 1-A of the Amended Plat of Tract 1 of Black Bull Subdivision Phase 1, Gallatin County, Montana, according to the official plat thereof on file in the Gallatin County Clerk and Recorder's Office, Gallatin County, Montana (Plat J-469-F).

The Declaration is exempt because the condominiums are to be constructed on land that was subdivided in compliance with Parts 5 and 6 of the Montana Subdivision and Platting Act. The units subject to this Declaration are also exempt as the subject condominiums are in conformance with the requirements of the Four Corners Zoning Regulations.

Any future amendment to the Preliminary Declaration for the Villas at Black Bull or to any final Declaration that adds units to the Condominium Declaration for the Villas at Black Bull within Lot 1-A of the Amended Plat of Tract 1 of Black Bull Subdivision Phase 1 requires, for each amendment, an additional declaration of condominium exemption from the Gallatin County Planning Department.

This Certificate of Exemption in no way excludes the Condominium Declaration from any requirements under the Montana Sanitation in Subdivisions Act pursuant to Section 76-4-111, MCA or ARM Title 17, chapter 36, nor does this Certificate of Exemption obviate the declarants' responsibility to file a final declaration as required under the Montana Unit Ownership Act.

DATED this 2nd Day of December, 2019


W. Randall Johnson, AICP;
Manager, Subdivision and Zoning

J-469-F

Return To

Name:
Address:
City, State, Zip:

2626721

Page: 1 of 2 09/17/2018 02:17:27 PM Fee: \$14.00
Charlotte Mills - Gallatin County, MT MISC



**GALLATIN CITY-COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SERVICES
SUBDIVISION PLAT OR CERTIFICATE OF SURVEY
LOCAL HEALTH OFFICER APPROVAL
(Section 50-2-116(1)(i), Montana Codes Annotated)**

**TO: Gallatin County Clerk and Recorder
311 West Main
Bozeman, Montana**

GCCHOA # 19-028

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as: **BLACK BULL SUBDIVISION, PHASE 1, TRACT 1A**

TRACT 1 of BLACK BULL SUBDIVISION PHASE 1 (J-469), and GOLF COURSE (PRIVATE OPEN SPACE) of the AMENDED PLAT OF TRACT 2, LOT 63 AND GOLF COURSE (PRIVATE OPEN SPACE) of BLACK BULL SUBDIVISION PHASE 1 (J-469-E), located in the NE¼, SE¼ and SW¼ of Section 6, and the NE¼ and the NW¼ of Section 7, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana as found in the records of the Gallatin County Clerk & Recorder, containing 5.52 acres and 99.43 acres respectively, and subject to any existing easement of record.

Consisting of one tract (TRACT 1A) having been reviewed by the Gallatin City-County Health Department, Environmental Health Services, and,

THAT GOLF COURSE (PRIVATE OPEN SPACE) is not subject to review because it is greater than 20 acres in size, and,

THAT the approval of the Amended Plat of said subdivision is made with the understanding that the following conditions shall be met:

THAT IN ADDITION to the requirements described on the Montana Department of Environmental Quality Certificate of Subdivision Plat Approval for the BLACK BULL SUBDIVISION, PHASE 1, TRACT 1A, E.Q. # 18-1772, any onsite wastewater treatment system siting, design and construction must comply with the Gallatin County Regulations for Wastewater Treatment Systems, and,

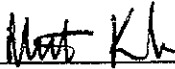
Pursuant to Section 76-4-122(2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and the local Board of Health under Section 50-2-116(1)(i) MCA, before filing a subdivision plat with the county Clerk and Recorder.

YOU ARE REQUESTED to record this Local Health Officer Approval by attaching it to the Amended Plat filed in your office as required by law.

DATED this 12th day of SEPTEMBER 2018

REVIEWED

AND APPROVED BY:



Matt Kelley, MPH
Gallatin City-County Health Officer
Gallatin City-County Health Department

Notary:

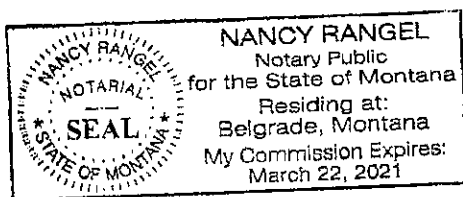
State of Montana §

County of Gallatin §

This instrument was acknowledged before me on September 12, 2018 by Matt Kelley,
Gallatin City-County Health Officer, Gallatin City-County Health Department.



Notary Signature –



CC Original: Joshua Smith PE, Allied Engineering Services Inc., 32 Discovery Drive, Bozeman, MT 59718
Subdivision Program, MDEQ Permitting & Compliance Div., P.O. Box 200901, Helena, MT 59620-0901
Matthew McLaughlin, 56 Bold Driver Lane, Bozeman, MT 59718

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder EQ # 18-1772
Gallatin County
Bozeman, Montana

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Tract 1-A, Amended Black Bull Subdivision,**:

A tract of land located in the southeast ¼ of Section 6 and the northeast ¼ of Section 7, Township 2 South, Range 5 East, PMM, Gallatin County, Montana

consisting of one (1) tract, have been reviewed by personnel of the Water Quality Division (note: this Certificate of Subdivision Plat Approval supersedes the approval issued under EQ 18-1860 for Tract 1 only), and,

THAT the documents and data required by ARM Title 17, Chapter 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the application is made with the understanding that the following conditions shall be met:

THAT the lot or tract size as indicated on the plat or certificate of survey filed with the county clerk and recorder will not be further altered without approval, and,

THAT the lot or tract shall be used for forty-eight (48) residential units, and,

THAT the public water supply system and public wastewater treatment systems serving all the lots will be provided by extension and service connection to the **Utility Solutions Public Water and Public Wastewater Treatment Systems** as shown on the plans approved by the Department under EQ 18-2125 on September 14, 2018, and,

THAT ownership, maintenance, and repair of the stormwater system shall be the responsibility of The Villas at Black Bull Owners' Association with responsibilities as described in the recorded Bylaws and Declaration of For The Villas at Black Bull, and,

THAT construction of the stormwater system will be completed within three years of the date of this approval; if more than three years pass before completing construction, it shall be necessary to resubmit the plans and specifications for the stormwater system, and,

THAT prior to placing the stormwater system into service, the professional engineer shall certify by letter to the Department that the construction was completed in accordance with the plans and specifications approved by the Department, and,

THAT within 90 days after construction of the stormwater system is completed, the responsible professional engineer shall provide to the Department a complete set of "as-built" drawings bearing the signature and seal of the professional engineer, and,

2626722

Page: 1 of 3 09/17/2018 02:17:27 PM Fee: \$21.00
Charlotte Mills - Gallatin County, MT MISC



Page 2 of 2

Tract 1A, Amended Black Bull Subdivision

Gallatin County

EQ # 18-1772

THAT the storm water runoff collection system for the lots or tracts will consist of site grading, landscaping, roadside ditches and culverts, and a storm water retention pond with a minimum volume of 15,300 cubic feet as shown on the approved storm drainage plans prepared by **Joshua Daniel Smith, 41869PE**, and,

THAT water supply systems, sewage collection and treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide the purchaser of property with a copy of the plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

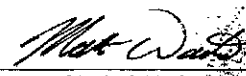
THAT departure from any criteria set forth in the approved plans and specifications and ARM Title 17, Chapter 36, Subchapters 1, 3, and 6 when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

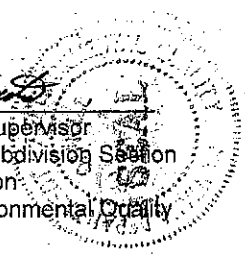
THAT pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local health officer having jurisdiction, before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the plat filed in your office as required by law.

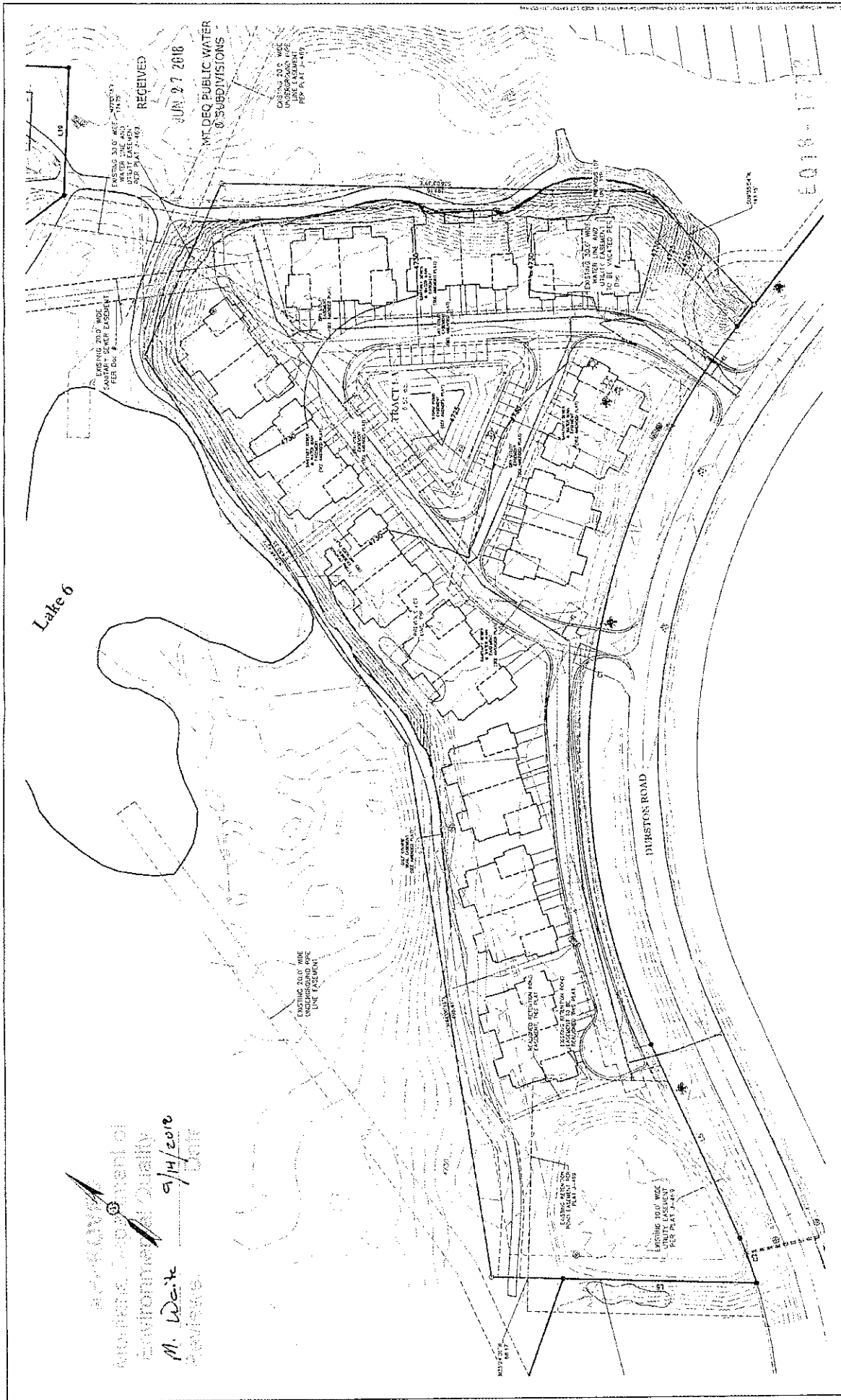
DATED this 14th day of September, 2018.

Tom Livers
Director

By: 
For Rachel Clark, PE, Supervisor
Public Water and Subdivision Section
Water Quality Division
Department of Environmental Quality



Owner's Name: Bridger Basin Homes, LLC



Lake 6

DURSTON ROAD

M. Deak
 9/14/2018
 RECEIVED
 JUN 27 2018
 MT DEQ PUBLIC WATER
 @ SUBDIVISIONS

| | | | |
|---|-----------|---|------|
| NO. | REVISIONS | DRAWN BY | DATE |
| | | | |
| | | | |
| PROJECT ENGINEER, JDS | | DRAWN BY, JDS | |
| DESIGNED BY, JDS | | REVIEWED BY, GPM | |
| TRACT 1-A, AMENDED BLACK BULL SUB. Ph. I LOT LAYOUT SEC. 6 & 7, T2S, R6E, P4M, GALLATIN COUNTY, MONTANA | | | |
| | | Civil Engineering Geotechnical Engineering Land Surveying | |
| REGISTERED PROFESSIONAL ENGINEER LICENSE NO. 10000 MONTANA www.alliedeng.com | | PROJECT # 11-01-01 DATE: 06/26/2018 TRACT 1A AMENDED BLACK BULL LOT LAYOUT | |