

DECLARATION OF CONDOMINIUM  
UNDER MONTANA UNIT OWNERSHIP ACT  
PERTAINING TO STONERIDGE COURT CONDOMINIUMS

BOOK 1244 PAGE 4740

JUNKERT DEVELOPMENT ASSOCIATION, a partnership, hereinafter referred to as "Developer", does hereby make and submit for approval by the County Clerk and Recorder of Yellowstone County, Montana, for filing, the following Preliminary Declaration under the Unit Ownership Act of the State of Montana, Section 70-23-302, Montana Code Annotated.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP.

The purpose of this Declaration is to submit the real property herein described and the improvements constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 23, Title 70, Montana Code Annotated, hereinafter referred to as the "Montana Unit Ownership Act". The definition of terms in this Declaration and the By-laws of the condominium shall be those definitions used in the Montana Unit Ownership Act. The real property included within the project, which shall be named "STONERIDGE COURT CONDOMINIUMS", is located in Yellowstone County, Montana, and the equitable owner is JUNKERT DEVELOPMENT ASSOCIATION, a partnership; it is more particularly described as follows:

Tract 2, of Oakland Acreage Tracts, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #731674.

The above-described real property may be fully or partially developed as a condominium in up to six (6) phases. The boundaries of the real property included in each phase are shown on Exhibit "A", attached hereto.

2. DESCRIPTION OF CONDOMINIUM.

A. Phases I and II

Phases I and II of the condominium development shall be located on the Phase I and Phase II real property, respectively, as shown in Exhibit "A".

Phase I and Phase II of the project each consist of one two-story building, with eight units in the building. The building is of wood frame construction with cedar siding and stucco panels, concrete foundation, and asphalt shingle roof. Interior walls are of sheetrock. All units are a single story, with four units on the first floor and four on the second floor of each building. The basement of each building will house underground parking, with one parking space permanently assigned to each unit. The condominium buildings, to be located on the Phase I property and the Phase II property, are shown on the plans and specifications filed as Exhibit "A", and by this reference are included herein. Said plans and specifications were prepared by Larry W. Vigesaa, a registered architect, and accurately depict the units and the building layout as located on the above-described property. The dimensions of each unit and the approximate square footage of each unit are indicated on Exhibit "A". Each unit in the plan submitted herewith bears a numerical designation for purposes of identification.

Each first story unit consists of the area bounded by the interior surfaces of the walls of the building and the center of any common wall between any unit, the center of the floor and the center of the ceiling. Each second story unit consists of the area bounded by the interior surfaces of the walls of the building and the center of any common wall between units, the center of the floor and the interior of the roof. Each unit shall be assigned a single underground parking space. Four (4) units in Phase I and four (4) units in Phase II will also be assigned a second, ground level parking space; Buyers shall have the option of enclosing said space at the time of purchase. All parking spaces will be limited common areas.

B. Phases III and IV

The third and fourth phases of the condominium development, if built, shall be located on the Phase III and

Phase IV real property shown in Exhibit "A". Phase III and Phase IV will each consist of one building with eight units in a building. The layout of each building and each unit is shown on the plans and specifications filed herewith as Exhibit A. The buildings and units in Phases III and IV will be substantially identical to those in Phases I and II.

**C. Phase V**

The fifth phase of the condominium development, if built, shall be located on the Phase V real property shown in Exhibit "A". Phase V will consist of a single building, similar in style to the Phase I & II buildings, with eight single story units in the building, four on the first floor and four on the second floor. The Phase V building will have no underground parking. The layout of each building and each unit is shown on the plans and specifications filed herewith as Exhibit A.

**D. Phase VI**

The sixth phase, if built, shall be located on the Phase VI real property shown in Exhibit "A". Phase VI will consist of a single two-story building, similar to Phase V but containing ten or twelve units.

Each unit, an appurtenant undivided interest in the common elements, the use of limited common elements of each owners unit and a voting membership in the Stoneridge Court Condominium Association shall together comprise one condominium unit, shall be inseparable, and may be conveyed, devised or encumbered only as a condominium unit.

Each Unit Owner shall be fee simple owner of such unit and of an undivided interest in the common elements, subject to the provisions of this Declaration.

Buildings in Phases II, III, IV, V and VI shall be substantially identical in architectural style and quality of construction to the building in Phase I.

**3. COMMON ELEMENTS.**

Each Unit Owner shall be the owner of an undivided interest in the general and limited common elements. The percentage of undivided interest of each Unit Owner shall change as each phase is completed. Except as otherwise provided herein, the general common elements include the described land upon which the buildings are located, the foundations, beams, supports, exterior walls and roofs of each building, the interior walls and ceiling of the underground parking areas, the private roadway, and the common sewer and water lines which serve all units, all subject to each Unit Owner's right to exclusive use of the limited common elements. The limited common elements are as follows:

- (a) All walkways, utility lines and pipes, decks, patios, and entrances to and exits from the building, which serve, abutt and are used in connection with only one unit, are reserved for the exclusive use of the owner of that unit.
- (b) All parking spaces or garages not underground which are assigned to, serve, and are used in connection with one (1) unit are reserved for the exclusive use of the owner of that unit.
- (c) All underground parking spaces which are assigned to, serve, and are used in connection with one (1) unit are reserved for the exclusive use of the owner of that unit.
- (d) Any areas which shall be fenced or otherwise enclosed with the permission of the Board of Directors of the Stoneridge Court Condominium Association and which serve, abutt and are used in connection with only one (1) unit, shall thereafter be reserved for the exclusive use of the owner of that unit.
- (e) All utility lines and pipes which serve, abutt and are used in connection with only one building are

reserved for the exclusive use of the Unit Owners in that building.

4. USE.

The use for which each unit is intended is that of a residential dwelling.

5. PLAN OF DEVELOPMENT.

Upon completion of Phase I, the developer reserves the right, without limitation, to determine whether to build Phase II of the project or to terminate the project. This decision shall be made within twelve (12) months following completion of Phase I and the consent of any Unit Owners shall not be required. If the project is terminated, developer shall subdivide the above described property and deed to the Stoneridge Court Condominium Association any additional adjacent land required to meet the City of Billings' zoning requirements. Any additional land so deeded shall be general common area. Upon termination of Phase II, Phase I Unit Owners shall own a 1/8 interest, per unit, in the common areas of Phase I. If Phase II is constructed, upon its completion Unit Owners in both Phase I and Phase II will then each own a 1/16 interest in the total combined common areas of Phase I and Phase II. All of the Phase II real property, described above, shall be included in the Phase II development. Unit owners in Phase II will become members of the Stoneridge Court Condominium Association.

Upon completion of Phase II, Developer reserves the right without limitation to determine whether to build Phase III of the project or to terminate the project. This decision shall be made within twelve (12) months following completion of Phase II. If the project is terminated, developer shall subdivide the above described property and deed to the Stoneridge Court Condominium Association any additional adjacent land required to meet the City of Billings' zoning requirements. Any additional land so deeded shall be general common area. If Phase III is constructed, upon its completion Unit Owners in Phase I, Phase II and Phase III will then each own a 1/24 interest in the combined common areas of Phase I, Phase II, and Phase III. All of the Phase III real property, described above, shall be included in the Phase III development. Unit owners in Phase III will become members of the Stoneridge Court Condominium Association.

Upon completion of Phase III, Developer reserves the right, without limitation, to determine whether to build Phase IV of the project or to terminate the project. This decision shall be made within twelve (12) months following completion of Phase III. If the project is terminated, developer shall subdivide the above described property and deed to the Stoneridge Court Association any additional adjacent land required to meet the City of Billings' zoning requirements. Any additional land so deeded shall be general common area. If Phase IV is constructed, upon its completion Unit Owners in Phase I, Phase II, Phase III, and Phase IV will then each own a 1/32 interest in the combined common areas of Phase I, Phase II, Phase III, and Phase IV. All of the Phase IV real property, described above, shall be included in the Phase IV development. Unit owners will all become members of the Stoneridge Court Condominium Association.

Upon completion of Phase IV, Developer reserves the right, without limitation, to determine whether to build Phase V of the project or to terminate the project. This decision shall be made within twelve (12) months following completion of Phase IV. If the project is terminated, developer shall subdivide the above described property and deed to the Stoneridge Court Association any additional adjacent land required to meet the City of Billings' zoning requirements. Any additional land so deeded shall be general common area. If Phase V is constructed, upon its completion Unit Owners in Phase I, Phase II, Phase III, Phase IV, and Phase V will then each own a 1/40 interest in the combined common areas of Phase I, Phase II, Phase III, Phase IV, and Phase V. All of the Phase V real property, described above, shall be included in the Phase V development. Unit owners will all become members of the Stoneridge Court Condominium Association.

Upon completion of Phase V, Developer reserves the right, without limitation, to determine whether to build Phase VI of the

project or to terminate the project. This decision shall be made within twelve (12) months following completion of Phase V. If the project is terminated, developer shall subdivide the above described property and deed to the Stoneridge Court Association any additional adjacent land required to meet the City of Billings' zoning requirements. Any additional land so deeded shall be general common area. If Phase VI is constructed, upon its completion Unit Owners in Phase I, Phase II, Phase III, Phase IV, Phase V and Phase VI will then each own a 1/48 or 1/50 interest in the combined common areas of Phase I, Phase II, Phase III, Phase IV, Phase V, and Phase VI. All of the Phase VI real property, described above, shall be included in the Phase VI development. Unit owners will all become members of the Stoneridge Court Condominium Association.

At such time as Developer determines that he shall continue with the project, it shall cause to be recorded in the Yellowstone County Courthouse a statement that an additional phase shall be constructed. The recording of a subsequent statement of completion by Developer shall be sufficient to modify each owner's rights in the common elements as shown above.

To facilitate construction of Phases II, III, IV, V and VI, or termination thereof, Developer hereby:

- (a) Reserves an easement over and upon common elements and land appurtenant to completed condominium phases for the purpose of constructing additional phases if access thereto is not otherwise reasonably available.
- (b) Reserves solely to Developer the right to grant utility easements reasonably necessary to the ongoing development of the condominium project, without approval of any Unit Owner;
- (c) Reserves the right to amend this Declaration, without approval of any Unit Owner, to create additional limited common elements in Phases II, III, IV, V or VI, to add additional land to any condominium phase, to provide that Phases II, III, IV, V or VI have been terminated and will not be constructed, to change the location on the real property of one or more buildings in Phases II, III, IV, V or VI to add a more complete description of units to be included in Phases II, III, IV, V or VI and to record additional plats and plans to supplement those included herein pertaining to Phases II, III, IV, V or VI.
- (d) Reserves the sole and exclusive right, upon making a decision to terminate any phase, to subdivide the above described real property so that existing phases conform to local zoning requirements and restrictions. Unit owners, their successors and assigns, or anyone claiming by or through them, by accepting and recording a deed (or notice of purchaser's interest in the event of a contract sale) to any unit are hereby deemed to consent to subdivision of the real property and to give Developer the right to execute any and all documents required to subdivide the property in conformance with this Declaration. Any land subdivided from the above described property shall be free and clear of this Declaration.

Developer hereby agrees and covenants that until any phase of the condominium development is completed, Developer shall be solely responsible for payment of taxes, assessments and other expenses on the common elements of that phase. However, any and all rights of Unit Owners of prior phases in the common elements of subsequent phases shall vest immediately upon recording of Developers intent to construct a subsequent phase. No construction shall be commenced on subsequent phases until Developers intent to construct that phase is recorded. Any liens arising as a result of Developers ownership of and construction

of Phases II, III, IV, V and VI shall not attach to the interests of existing Unit Owners or those of first mortgagors of existing units.

Developer shall purchase, at its expense, liability insurance to cover owners of previously sold units for liability arising from subsequent construction. Said insurance shall be written in the name of Developer as insured, with an endorsement showing all prior Unit Owners and mortgagors as such interests might appear.

#### 6. EASEMENTS.

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

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

Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements, or on the units for purposes of marketability of title.

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

All present and future owners of units shall be subject to, and shall comply with the provisions of the Declaration, the By-Laws, restrictive covenants, and rules and regulations adopted by the Stoneridge Court Condominium Association, as these instruments may be amended from time to time by the Stoneridge Court Condominium Association. Such amendments to the Declaration, By-Laws and restrictive covenants must be approved by seventy-five percent (75%) of the Unit Owners entitled to vote and shall be filed of record with the Yellowstone County Clerk and Recorder. The execution of a purchase contract by a Unit Owner or the acceptance of a deed thereto shall constitute acceptance of the provisions of such instruments by such owner. The provisions of the Declaration and the By-Laws, restrictive covenants and rules and regulations adopted by the Stoneridge Court Condominium Association shall be covenants running with the land and shall bind any person having an interest in such unit as though the provisions were recited and fully stipulated in each deed or conveyance thereto. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of the Declaration. The

Association, or any Unit Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws or restrictive covenants adopted by the Association. No provision in this Declaration shall be deemed to have been waived by reason of any failure to enforce it irrespective of the number of violations which may occur.

8. MEMBERSHIP IN CONDOMINIUM ASSOCIATION.

Every owner of a unit shall be a member of the Stoneridge Court Condominium Association. Membership shall be appurtenant to and may not be separated from ownership of any unit. The Association shall have two (2) classes of voting membership. Class A members shall be all Unit Owners, except Developer, and shall be entitled to one (1) vote for each unit owned. Class B members shall be the Developer and shall be entitled to three (3) votes for each completed unit owned. Class B membership shall cease and be converted to Class A membership as follows:

- (a) For Phase I units, upon the sale of 75% of the units by Developer or January 1, 1986, whichever is earlier;
- (b) For Phase II units, if constructed, upon the sale of 75% of Phase II units by Developer or June 1, 1986, whichever is earlier;
- (c) For Phase III units, if constructed, upon the sale of 75% of the Phase III units by Developer or January 1, 1987, whichever is earlier;
- (d) For Phase IV units, if constructed, upon the sale of 75% of the Phase IV units by Developer or June 1, 1987, whichever is earlier;
- (e) For Phase V units, if constructed, upon the sale of 75% of the Phase V units by Developer or January 1, 1988, whichever is earlier;
- (f) For Phase VI units, if constructed, upon the sale of 75% of the Phase VI units by Developer or January 1, 1989, whichever is earlier.

As long as there is a Class B membership, annexation of additional properties, dedication of common areas and amendment of this Declaration or of the By-Laws shall require prior approval of the Veteran's Administration.

9. COVENANT TO PAY MAINTENANCE ASSESSMENTS.

The Developer for each completed unit owned, hereby covenants, and each Unit Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Stoneridge Court Condominium Association:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements and maintenance.

Annual and special assessments, together with interest, costs and reasonable attorney fees shall be a charge on the condominium and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person owning the unit against which the assessment was made at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Some or all of those assessments shall be placed into a reserve fund for periodic maintenance, repair and replacement of common elements, which fund shall be maintained exclusively from regular assessments. In addition, to provide for maintenance of common areas during the initial months of the condominium project, a working capital fund shall be established and funded

in the amount equal to the estimated assessment for each unit in Phase I for two (2) months.

The assessments shall be used exclusively for improvement and maintenance of the common areas, for payment of all water bills, and for payment of insurance premiums.

The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. Provided, however, that the sale or transfer of any unit pursuant to mortgage foreclosure, or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for assessments thereafter becoming due or from the lien thereof.

10. PROCESS.

Service of process in the cases provided for in Section 70-23-901, Montana Code Annotated, shall be made upon REUBEN JUNKERT, 4026 Pine Cove Road, Billings, Montana 59102.

11. RIGHTS OF ACTION.

The Stoneridge Court Condominium Association and any aggrieved Unit Owner shall have the right to maintain an action against any Unit Owner of the Association for failure to comply with the provisions of this Declaration or the By-Laws of the Association.

DATED this 4 day of MARCH, 1983.

JUNKERT DEVELOPMENT ASSOCIATION,  
a partnership

By: Reuben Junkert  
Partner

By: E. N. Stuber  
Partner

STATE OF MONTANA )  
 ) ss.  
County of Yellowstone )

On this 4 day of MARCH, 1983, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Reuben Junkert & E. N. Stuber, known to me to be one of the partners in the partnership of JUNKERT DEVELOPMENT ASSOCIATION and the partner who subscribed the partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

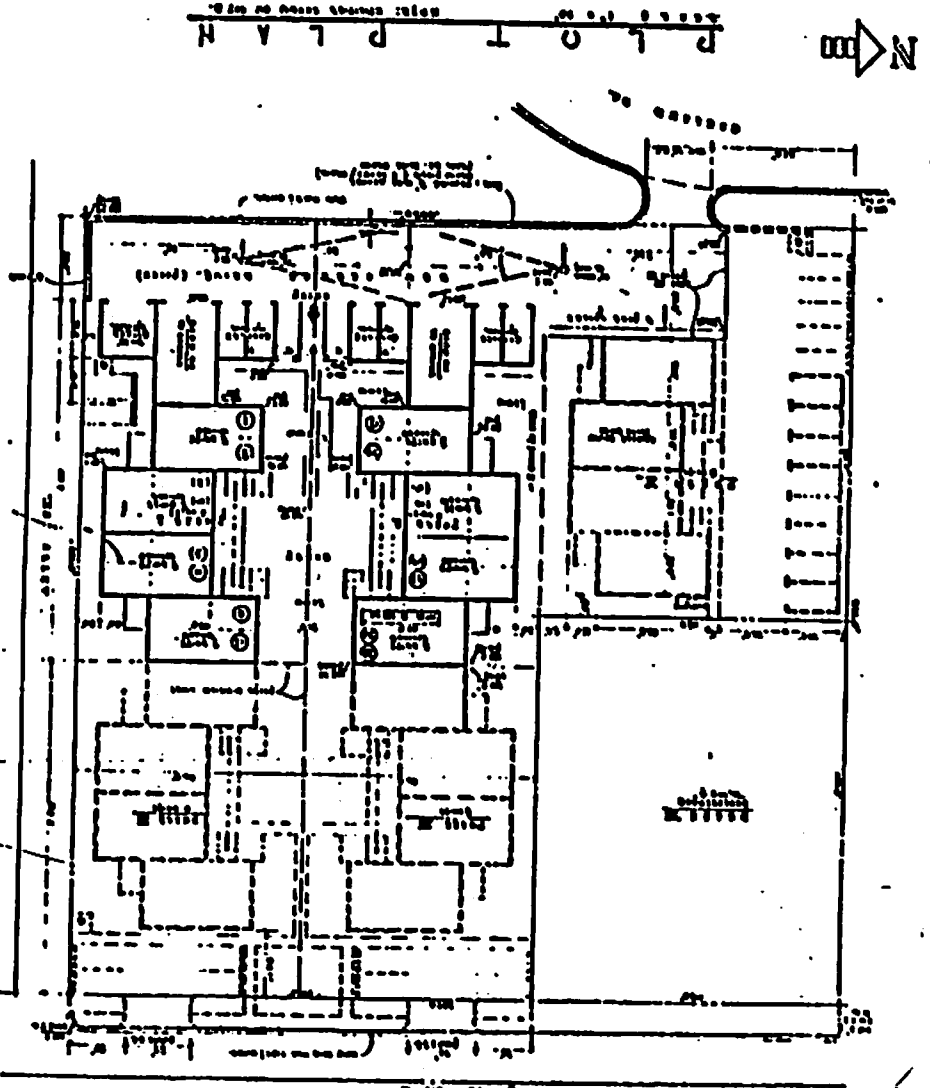
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(SEAL)

[Signature]  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires 7-3-85

ENCLOSURE 244 ME 57 57

# STONERIDGE COURT CONDOMINIUMS



PLAN

EXHIBIT A



**GENERAL NOTES**

1. THIS PLAN IS A GENERAL PLAN AND DOES NOT SHOW THE EXACT LOCATION OF THE UNITS OR THE EXACT DIMENSIONS OF THE UNITS.

2. THE UNITS ARE IDENTIFIED BY THE LETTERS A THROUGH J AND THE NUMBERS 1 THROUGH 10.

3. THE COMMON AREAS ARE IDENTIFIED BY THE LETTERS K THROUGH M.

4. THE GARAGE AREAS ARE IDENTIFIED BY THE LETTERS N THROUGH P.

5. THE EXACT DIMENSIONS OF THE UNITS AND COMMON AREAS ARE SHOWN ON THE PLAN.

6. THE EXACT LOCATION OF THE UNITS AND COMMON AREAS IS SHOWN ON THE PLAN.

7. THE EXACT DIMENSIONS OF THE UNITS AND COMMON AREAS ARE SHOWN ON THE PLAN.

8. THE EXACT LOCATION OF THE UNITS AND COMMON AREAS IS SHOWN ON THE PLAN.

9. THE EXACT DIMENSIONS OF THE UNITS AND COMMON AREAS ARE SHOWN ON THE PLAN.

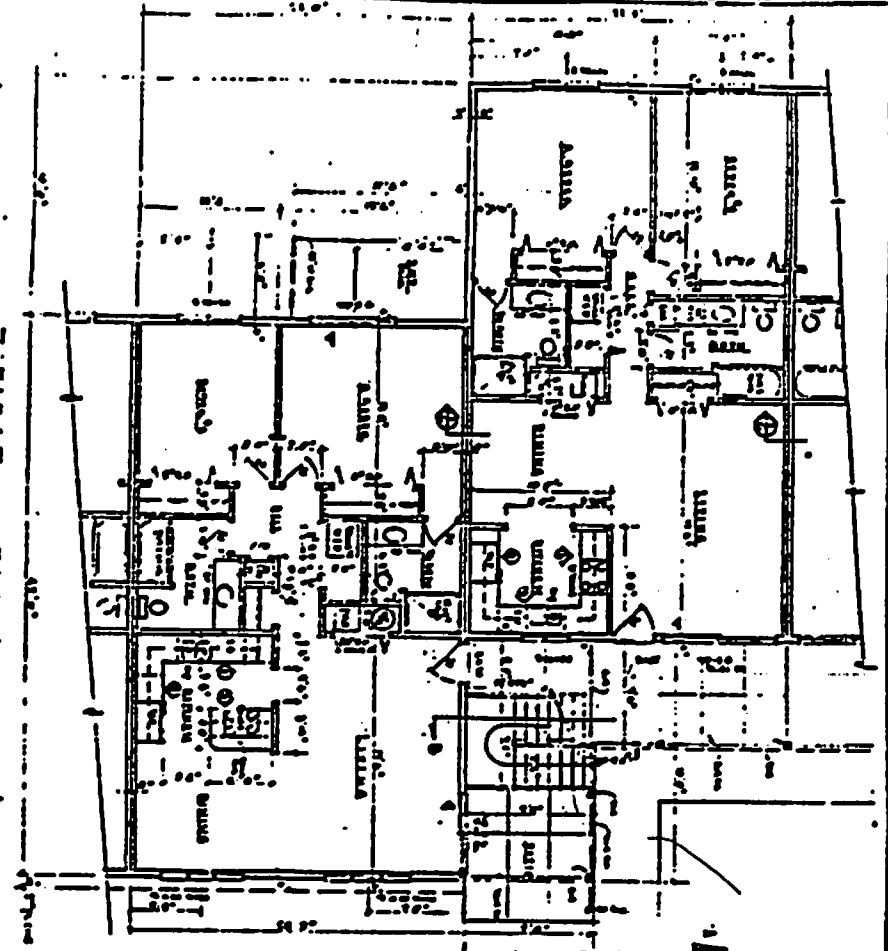
10. THE EXACT LOCATION OF THE UNITS AND COMMON AREAS IS SHOWN ON THE PLAN.

**INDEX TO DRAWINGS**

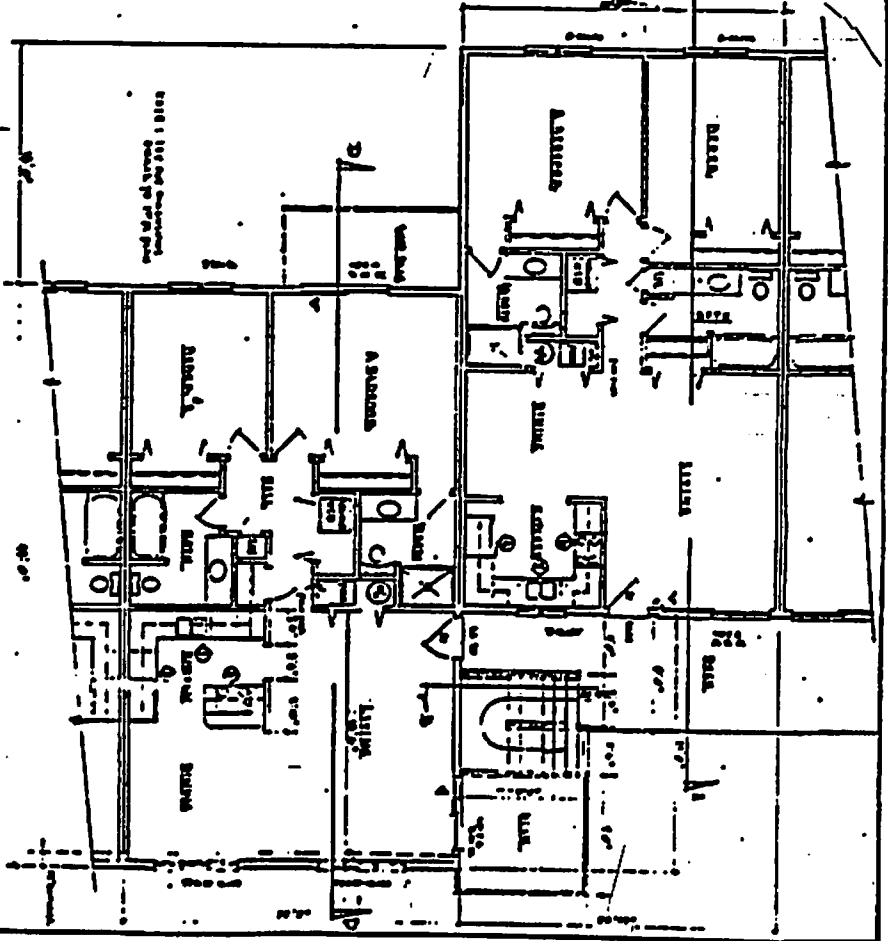
1	PLAN
2	SECTION
3	ELEVATION
4	FOUNDATION
5	MECHANICAL
6	ELECTRICAL
7	PLUMBING
8	PAINT
9	FINISH
10	LANDSCAPE



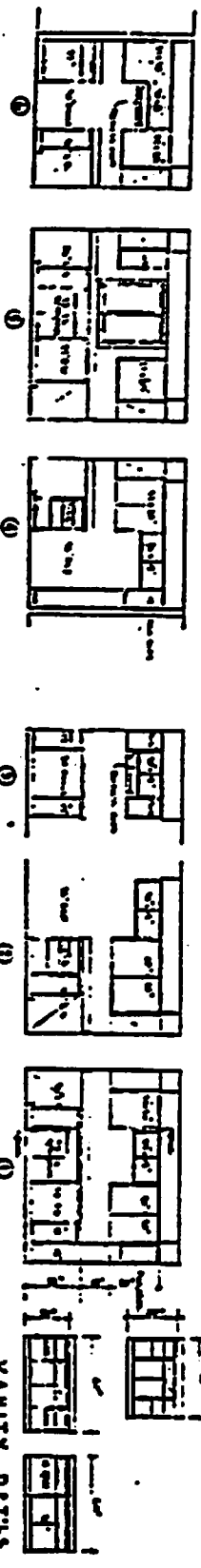
FIRST FLOOR PLAN



SECOND FLOOR PLAN



WALL TRENCH DETAILS



MANUFACTURER'S SPECIFICATIONS

NO.	DESCRIPTION	QUANTITY
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...

1256743

*Junbert Developments*



BOOK 1244 PAGE 4750

*Declaration of  
Condominium  
Ownership*

STATE OF MONTANA, } ss.  
County of Yellowstone, }

I hereby certify that the within instrument was filed in my office for record on this MAR 7 1983 day of                      19                      at 8:41 o'clock A M. in B duly recorded in Book 1244 or Page 4740

Witness my hand and official seal  
MERRILL H. KLUNDE  
County Clerk & Recorder

By Jackie Holt Deputy

*20. M c/u  
22. M*

*Pedersen & Conrad  
1645 Ave. D  
59102*

AMENDMENT OF DECLARATION OF CONDOMINIUM UNDER MONTANA UNIT OWNERSHIP ACT PERTAINING TO STONERIDGE COURT CONDOMINIUMS

JUNKERT DEVELOPMENT ASSOCIATION, with approval of seventy-five percent (75%) of the unit owners of Stoneridge Court Condominiums, hereby amends the Declaration of Condominium for Stoneridge Court Condominiums by adding the following language to the end of paragraph 3, COMMON ELEMENTS:

"The use of a ground level garage space may be transferred from one unit to another by means of a recorded Notice of Change of Assignment of Limited Common Element, setting forth the unit to which the garage space has been assigned and the unit to which it will thereafter be assigned. The Notice shall be signed by the owners of both units and a copy of the Notice shall be delivered to the Chairman of the Association."

Stoneridge Court Condominiums are located on the following described real property:

Tract 2, of Oakland Acreage Tracts, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #731674.

DATED this 1 day of JUNE, 1987.

JUNKERT DEVELOPMENT ASSOCIATION, a partnership By: [Signature] Partner

STATE OF MONTANA ) County of Yellowstone ) ss.

On this 1 day of JUNE, 1987, before me, the undersigned, a Notary Public for the State of Montana, personally appeared [Signature], known to me to be one of the partners in the partnership of JUNKERT DEVELOPMENT ASSOCIATION and the partner who subscribed the partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

[Signature] Notary Public for the State of Montana Residing at Billings, Montana My Commission Expires 6-3-88

(SEAL)

Approved this 7th day of September, 1987.

VETERAN'S ADMINISTRATION By: [Signature] PHYLLIS W. SOMERS

STATE OF MONTANA )  
 ) ss.  
County of LEWIS & CLARK )

On this 7 day of September, 1984, before me, the undersigned, a Notary Public for the State of Montana, personally appeared PHYLLIS W. SOMERS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(SEAL)

Sanford Rogers  
Notary Public for the State of Montana  
Residing at Helena, Montana  
My Commission Expires 8-1-87



1323456

*Junk Rec. Develop*



*Declaration*

*Amal Condo. Owners  
Stoneridge Court Condos.*

STATE OF MONTANA, }  
County of Yellowstone, } ss.

I hereby certify that the within instrument was filed in my office for record on this 17 day of Sept 19 84 at 3:14 o'clock P.M., and is duly recorded in Book 1266 of \_\_\_\_\_ on Page 3564

BOOK 1266 PAGE 3564

Witness my hand and official seal  
MERRILL H. REUNDT  
County Clerk & Recorder

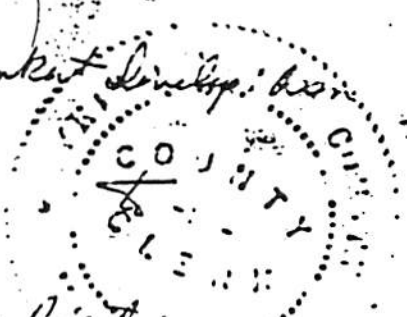
By [Signature] Deputy

5.00 Pediment Court  
1.00 cert  
6.00 1645 ave D  
Plat 5412



BEG 1267 PAGE 1876

1325302



*Declaration  
Amend Stoneacre  
Court Condo.*

STATE OF MONTANA, } ss.  
County of Yellowstone, }

I hereby certify that the within instrument was filed in my office for record on this 17 day of Oct 1994 at 2:48 P.M. 1267 duly recorded on Page 1875

Witness my hand and official seal  
MERRILL H. WILSON, OF  
County Clerk & Recorder

By [Signature] Deputy

3.50  
1.00  
3.50  
Pedeman + Conrad  
1645 Blvd

AMENDMENT OF DECLARATION OF  
 CONDOMINIUM UNDER MONTANA  
 UNIT OWNERSHIP ACT PERTAINING  
 TO STONERIDGE COURT CONDOMINIUMS

JUNKERT DEVELOPMENT ASSOCIATION, with approval of more than seventy-five percent (75%) of the unit owners of Stoneridge Court Condominiums and approval of the mortgagees of said units, hereby amends the Declaration of Condominium for Stoneridge Court Condominiums as follows:

1. Section 2, Description of Condominium, C. Phase V and D. Phase VI, are replaced in their entirety with the following:

C. Phase V

The fifth Phase of the condominium development, if built, shall be located on the Phase V real property shown in Exhibit "A". Phase V will consist of a single building, similar in style to the Phase I and II buildings, with a minimum of four (4) units and a maximum of eight (8) units in that building. Phase V units may be used for office or commercial purposes permitted by the current zoning designation as well as for residential purposes. The Phase V building may include underground parking for the exclusive use of the owners of units in that building. If Phase V contains fewer than eight (8) units, a portion of the common area of Phase V shall be used to provide additional parking for the use of all unit owners, their customers, clients and guests.

D. Phase VI

The sixth Phase, if built, shall be located on the Phase VI real property shown in Exhibit "A". Phase VI will consist of a single building, up to forty feet (40') in height, above the ground, having a maximum of twenty (20) units, minus the number of units in Phase V, i.e., Phases V and VI together shall have a maximum of twenty (20) units. Phase VI units may be used for office or commercial purposes permitted by the current zoning designation or for residential purposes, or both.

2. The fourth and fifth paragraphs in Section 5, Plan of Development, are eliminated in their entirety and are replaced with the following:

Upon completion of Phase IV, Developer reserves the right, without limitation, to determine whether to build Phase V of the project or to terminate the project. This decision shall be made within twelve (12) months following completion of Phase IV. If the project is terminated, Developer shall subdivide the above-described property and deed to the Stoneridge Court Association any additional adjacent land required to meet the City of Billings' zoning requirements. Any additional land so deeded shall be general common area. If Phase V is constructed, upon its completion unit owners in Phases I, II, III, IV and V will then each own an undivided interest in the combined common areas of Phases I, II, III, IV and V. The percentage of undivided interest of each unit owner shall be equal to 1 divided by the sum of 32 plus the total number of units in Phase V. All of the Phase V real property, described above, shall be included in the Phase V development, if built.



Unit owners shall all become members of the Stoneridge Court Condominium Association.

Upon completion of Phase V, Developer reserves the right, without limitation, to determine whether to build Phase VI of the project or to terminate the project. This decision shall be made within twelve (12) months following completion of Phase V. If the project is terminated, Developer shall subdivide the above-described property and deed to the Stoneridge Court Association any additional adjacent land required to meet the City of Billings' zoning requirements. Any additional land so deeded shall be general common area. If Phase VI is constructed, upon its completion unit owners in all Phases will then each own an undivided interest in the common areas of Phases I, II, III, IV, V and VI. The percentage of undivided interest owned by each unit owner shall be equal to 1 divided by the sum of 32 plus the number of units in Phase V plus the numbers of units in Phase VI. All of the Phase VI real property described above shall be included in Phase VI of the development, if built. Unit owners in Phase VI shall all become members of the Stoneridge Court Condominium Association.

3. Section 4, Use, is eliminated in its entirety and replaced with the following:

4. Use.

Each unit in Phases I, II, III and IV shall be used as a residential dwelling. Units in Phases V and VI shall be used as a residential dwelling, as an office, or for commercial purposes.

Stoneridge Court Condominiums are located on the following described real property:

Tract 2 of Oakland Acreage Tracts in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #731674.

DATED this 12 day of SEPTEMBER, 1984.

JUNKERT DEVELOPMENT ASSOCIATION, a partnership

By: [Signature] Partner

STATE OF MONTANA )  
  ): ss.  
County of Yellowstone )

On this 12 day of SEPTEMBER, 1984, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DEUREN JUNKERT, known to me to be one of the partners in the partnership of JUNKERT DEVELOPMENT ASSOCIATION and the partner who subscribed the partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(SEAL)

[Signature]  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires 8-3-85



1325015

*Gunkit Develop. Assn*

*Dist. of  
District  
Grand Staircase-Escalante  
Condo.*

REC-1267 PAGE 3185

STATE OF MONTANA, }  
County of Yellowstone, }

I hereby certify that the within instrument was filed in my office for record on this 0679 1984 day of \_\_\_\_\_ 19

at 4:50 o'clock P. M., and is duly recorded in Book 1267 on Page 318

Witness my hand and official seal  
MERRILL H. KLUNDT  
County Clerk & Recorder

*Merrill H. Klundt* Deputy

*\$7.50 Pedersen & Conrad  
1645 Ave D  
Blp Mt 59102*



State of Montana

County of Yellowstone

On this 17th day of May, 1988, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Tamara J. Vogt and Shirleen Feller known to me to be the persons whose names are subscribed and sworn to the within and foregoing instrument, and acknowledged to me that they executed the same.

In Witness whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Nancy J. Heinaman  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires 10-1-90

1488298

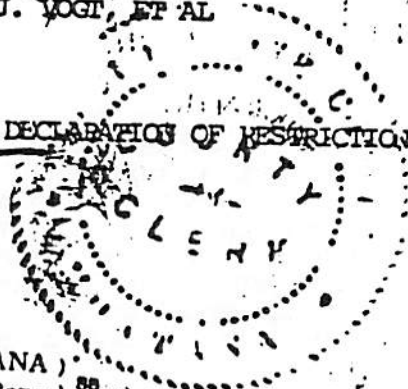
AMENDED DECLARATION OF RESTRICTIONS

(del)  
TAMARA J. VOGT, ET AL

TO:

AMENDED DECLARATION OF RESTRICTIONS

BOOK 1323 PAGE 0549



STATE OF MONTANA )  
County of Yellowstone ) ss

I hereby certify that the within  
instrument was filed in my office  
for record on this 20  
day of June 1 88  
at 3:02 P.M. and is  
Book 1323 Page 549 of

Witness my hand and official seal  
MERRILL H. KLUNDT  
County Clerk & Recorder  
by Beryl Rubick Deputy

FEE: \$10.00  
B-20000  
RETURN TO:  
FIRST BANK BILLINGS  
ATTN: DARELL TUNNICLIFF  
P.O. Box 30678  
Billings, MT.  
59103

0-TH-1981

Certificate

STATE OF MONTANA )  
 )  
 ) :ss  
County of Yellowstone )

BOOK 1244 PAGE 47-9

LAWRENCE W. VIGESAA, being first duly sworn, certifies and verifies that he is a registered architect, that he prepared the attached floor and plat plans, that the attached floor and plat plans fully and accurately depict the layout of the units in Phase 1 of Stoneridge Condominiums and that they are an accurate copy of the plans filed with and approved by the City of Billings and County of Yellowstone offices having jurisdiction to issue building permits.



DATE this 2 day of March, 1983.

*Lawrence W. Vigesia*  
\_\_\_\_\_  
LAWRENCE W. VIGESAA

Subscribed and sworn to before me this 2 day of March, 1983.

*[Signature]*  
\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires: 4-3-85