Return to:
OGLE, WORM & TRAVIS, PLLP
P.O. Box 899
Kalispell, MT 59901

DECLARATION OF UNIT OWNERSHIP OF 7th & PINE CONDOMINIUMS

This Declaration is hereby made and entered into as of the date acknowledged below, by Edge, LLC (hereinafter "Declarant"), whereby the property hereinafter described is submitted and subjected to the Montana Unit Ownership Act pursuant to Montana Code Annotated section 70-23-101 *et seq.* The provisions of this Declaration and of the Bylaws of the Association (also recorded with this Declaration, *see* Exhibit D) pursuant to MCA Section 70-23-307(2) are covenants which will run with the land and will be binding on and inure to the benefit of the Declarant, the Association, the Owners of the Units created by this Declaration, and all other parties who acquire any interest in the Units created by this Declaration or the Property and the Project described in this Declaration. This Declaration is situated on property in Flathead County, Montana, described as:

> A Tract of land located in Government Lot 3, Section 31, Township 31 North, Range 21 West, P.M.M., City of Whitefish, Flathead County, Montana, being more particularly described as follows:
>
> Commencing at the Southwest corner of that certain tract conveyed by warranty deed recorded under Doc. #201800016825, records of Flathead County, and the POINT-OF-BEGINNING, thence N0°35'37°E along the West boundary of said tract, 37.70 feet; thence northeasterly along a non-tangent curve, concave to the Northwest, having a radius of 4.00 feet, a central angle of 60°00'32°, a chord bearing of N30'37'43'E and a chord distance of 4.00 feet, an arc length of 4.19 feet; thence N0°37'27'E 10.62 feet; thence northeasterly along a non-tangent curve, concave to the Southeast having a radius of 25.00 feet, a central angle of 61'25'20', a chord bearing of N31'20'07 E and a chord distance of 25.54 feet, an arc

length of 26.80 feet; thence NO'47'50'E 25.55 feet to a point on the North boundary of said tract; thence S89'22'33'E along said boundary, 218.47 feet to the Northeast corner of said tract; thence SO° 47'50'W along the East boundary of said tract, 99.22 feet to the Southeast corner of said tract; thence N89'23'37'W along the South boundary of said tract, 233.27 feet to the POINT-OF-BEGINNING, containing 0.519 acres.

ARTICLE 1
Definitions

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

1.1. Act. Means the Montana Unit Ownership Act, Mont. Code Ann. §70-23-101 *et seq.*

1.2. Articles. Means the articles of incorporation of the Association.

1.3. Assessment. Means the charges levied on Units by the Association pursuant to this Declaration to pay the Common Expenses.

1.4. Association. Means The 7th & Pine Owners Association, Inc. a Montana non-profit corporation.

1.5. Building. Means the building located on the Property as part of the Project, as described in Sections 4.1 and 4.2 of this Declaration.

1.6. Bylaws. Means the Bylaws of the Association which will be recorded with this Declaration, as they may be amended from time to time.

1.7. Common Elements. Means the General Common Elements and the Limited Common Elements.

1.8. Common Expenses. Means expenses of the operation, administration, maintenance, repair, or replacement of the Common Elements (except where this Declaration provides that with respect to a specific Limited Common Element, such expenses are the responsibility of the Owner of the Unit which has the exclusive right to use that Limited Common Element), expenses approved by the Association,

expenses set out herein, expenses declared common by the Act, expenses set out in the Rules and Regulations duly adopted by the Association, and expenses to create reserves for future maintenance and replacement of the Common Elements. Property taxes, telephone, utilities, security alarms, interment and the individual heating and air conditioning units for each Unit are the sole responsibility of the Unit's Owner and are not included in common expenses.

1.9. Declaration. Means this document and all parts attached hereto or incorporated by reference.

1.10. General Common Elements. Includes all those elements of the Project which are for the use of all Owners and invitees of Owners of the Units. Specifically included as General Common Elements, unless they are designated on the Plans as a Limited Common Element for the benefit of a specific Unit, are: the driveway to the north and west of the building, the trash enclosure, the bike racks, the fire riser room in the northeast corner of the building (which includes fire sprinkler equipment and connections to be accessed by the fire department) the land on which the Building is situated, common area walkways, sidewalks, footings, foundations, framework, columns, trusses, supports, windows, exterior doors, roof, exterior and interior structural walls (except those completely interior to a single unit), gutter and vertical roof drains, electrical lines, gas lines, telephone lines, television cable, internet, and alarm wiring, water lines, sewer lines, and connections serving all of the Units, outdoor lighting, structural components of the Building, other materials and improvements, the designated parking area, driveway curbs, and other elements necessary for the safety, maintenance and existence of the Project. Such elements of the Project shall be general common elements only to the extent that they are actually and physically shared or are a necessary, integral portion of the structure of the Building. Portions of the Project are not general common elements if they are totally and exclusively utilized only by a single Unit.

1.11. Limited Common Elements. Means those Common Elements of the Project which are reserved for the use of fewer than all of the Owners, as identified on the Plans or in practice. These include the heating and air conditioning units, equipment and accessories and any flues, chimneys, ducts, cables, conduits, individual utility lines, water, sewer, electrical, gas, and cable television lines, internet or security alarms, hot and cold water pipes, and all such utilities pipes and lines which are located outside of a Unit but service only that Unit. It also includes, the fenced yard and patio area adjacent to the south of each Unit, and any other fixtures and/or portions of the Building servicing only a particular Unit or less than

all of the Units. Note that all structural components, roofing and sidewalks, landscaping, and walkways will always remain General Common Elements. Each Owner is responsible (individually or with the other Owners sharing a Limited Common Element) for the maintenance, repair and replacement of their individual or partially shared Limited Common Elements, unless this Declaration provides otherwise. See Article 5.4.

1.12. Manager. Means the manager, or any other person or group of persons retained or appointed by the Owners, if any, for the purpose of conducting the day-to-day operation of the Project. The manager, if any, may, but need not be, an Owner.

1.13. Occupant. Means a person or persons, other than the Owner, in possession of a Unit.

1.14. Owner. Means the person, persons or entity owning a legal or equitable fee simple absolute interest in a Unit, either individually or as co-owners in any real estate tenancy relationship that is recognized under the laws of the State of Montana. The term "Owner" includes the buyer under a contract for deed, the trustee of a trust, and the grantor under a trust indenture, but does not include the seller under a contract for deed, the trustor or beneficiary of a trust, the lessee of a Unit, the trustee or beneficiary under a trust indenture, or any person who holds an interest in a Unit as security for a debt or other obligation.

1.15. Plans. Means the floor plans of the Building which are attached to this Declaration as Exhibit B.

1.16. Project. Means the Property and the Building and other improvements located on the Property.

1.17. Property. Means the real property described in Article 3, and all easements, and other rights and appurtenances belonging thereto.

1.18. Rules and Regulations. Means the rules and regulations, if any, adopted by the Association with respect to the Project.

1.19. Unit. Means a portion of the Building intended for exclusive ownership by an Owner. The locations and approximate dimensions of the Units are shown in the Plans. Article 5.1 lists the area of each Unit, and the undivided percentage interest in the Common Elements which is appurtenant to each Unit. Articles 5.6 and 5.7 more precisely define the locations of the boundaries of the Units.

ARTICLE 2
Name & Address

The Project shall be known as *The 7th & Pine Condominiums.* The address of the Project is 1010 East 7th Street, Whitefish, Montana.

ARTICLE 3
The Property

3.1. Description. The real property on which the Project is located is:

A Tract of land located in Government Lot 3, Section 31, Township 31 North, Range 21 West, P.M.M., City of Whitefish, Flathead County, Montana, being more particularly described as follows:

Commencing at the Southwest corner of that certain tract conveyed by warranty deed recorded under Doc. #201800016825, records of Flathead County, and the POINT-OF-BEGINNING, thence 140°35'37°43°E along the West boundary of said tract, 37.70 feet; thence northeasterly along a non-tangent curve, concave to the Northwest, having a radius of 25 feet, a central angle of 61'25'20', a chord bearing of N31'20'07 E and a chord distance of 25.54 feet, an arc length of 26.80 feet; thence NO'47'50'E 25.55 feet to a point on the North boundary of said tract; thence S89'22'33'E along said boundary, 218.47 feet to the Northeast corner of said tract; thence SO 47'50'W along the East boundary of said tract, 99.22 feet to the Southeast corner of said tract; thence N89'23'37'W along the South boundary of said tract, 233.27 feet to the POINT-OF-BEGINNING, containing 0.519 acres

ARTICLE 4
General Description of Building

4.1. General Description of Units. There is a single building as shown in the Building Site Legend in Exhibit A and the Site Elevation in Exhibit B. The Building contains seven separate residential units (Units A, B, C, D, E, F and G), with some common walls, floors and ceilings.

4.2. Building Description, Access & Utilities. The structure was built as a single building. The Units are served by the following utilities:

Electricity and natural gas: Each Unit will have separate meters for electricity and natural gas.

Telephone & internet: While under single (Declarant) ownership, all Units will have a single connection with an optional, central WIFI. Upon conveyance of any Unit, that Unit will arrange for separate telephone and internet service. Upon sale and conveyance of separate Units, they will arrange for separate and independent billing of such accounts.

Water & Sewer: These utilities will be shared, with a single account paid for by the Owner's Association and assessed to all Unit Owners.

The Units will have access from the driveway on the north of the building and from the yard/patio area to the south of each Unit.

4.3. Units. The Units are designated as Units A, B, C, D, E, F and G. The location and dimensions are shown on the floor plans in **Exhibit C.**

ARTICLE 5
Description of Units

5.1. Designation and Square Footage of Units: Each Unit will have a street address:

Unit A:	1010 East 7th Street, Unit A, Whitefish, MT 59937
Unit B:	1010 East 7th Street, Unit B, Whitefish, MT 59937
Unit C:	1010 East 7th Street, Unit C, Whitefish, MT 59937
Unit D:	1010 East 7th Street, Unit D, Whitefish, MT 59937

Unit E:	1010 East 7th Street, Unit E, Whitefish, MT59937
Unit F:	1010 East 7th Street, Unit F, Whitefish, MT 59937
Unit G:	1010 East 7th Street, Unit G, Whitefish, MT 59937

The approximate square footage of each Unit, and the percentage of ownership of the Common Elements which is associated with that Unit, is set forth below.

Unit A - 1903 square ft.	14.15 %
Unit B - 1930 square ft.	14.35 %
Unit C - 1930 square ft.	14.35 %
Unit D - 1930 square ft.	14.35 %
Unit E - 1930 square ft.	14.35%
Unit F - 1930 square ft.	14.35%
Unit G - 1896 square ft.	14.10%
Total	100%

5.2. **Cost Sharing.** Each Unit will share the costs and expenses of all General Common Elements according to (i) percentage ownership (which is based upon square footage) and (ii) such factors including estimated usage or benefit as may be determined by, and set forth in, policies established by the Association (such as water and sewer, which will be invoiced according to estimated proportional use).

5.3. **Location.** The specific layout, location, configuration & floor plan of the Project is set forth in the following Exhibits, attached to this Declaration:

Exhibit A: Building Area Legend, showing the location of the Building on the real property.

Exhibit B: Site Elevation, showing the appearance of the Exterior of the Building.

Exhibit C: Floor Plans showing the locations of the Units and the Limited Common Elements associated with each Unit, with room and floor layouts. Each room has a letter prefix, designating the applicable Unit.

5.4. Unit Boundaries. Each Unit shall include the part of the exterior of the Building containing the Unit that lies within the boundaries of the Unit as shown on the floor plans attached to this Declaration as Exhibit B, and as more precisely defined in this section and Section 5.6.

5.4.1. Upper and Lower Boundaries. The upper and lower boundaries of each Unit shall be following boundaries extended outwards to an intersection with the perimeter boundaries of that Unit:

5.4.1.1. Upper Boundary. The horizontal plane located between the underside of the structural elements of the ceiling of each Unit, and the drywall or other interior sheathing on the ceiling of the Unit. Where the upper boundary of a Unit meets an interior wall inside that Unit, the boundary will continue in a straight line through the top of that interior wall.

5.4.1.2. Lower Boundary. The horizontal plane located between the structural subflooring of each Unit and the wood flooring, carpeting, tile, or other floor coverings located on the structural subflooring. Where the lower boundary of a Unit meets an interior wall inside that Unit, the boundary will continue in a straight line through the bottom of that interior wall.

5.5. Perimeter Boundaries. The perimeter boundaries of each Unit shall be the following boundaries extended up and down to an intersection with the upper and lower boundaries of that Unit:

5.5.1. Building Walls. The intersecting vertical planes located between the studs or other structural elements of the walls bounding a Unit and the drywall or other interior sheathing or wall covering of those walls. Where the perimeter boundary of a Unit meets an interior wall inside that Unit, the boundary will continue in a straight line through the end of that interior wall.

5.5.2. Finished and Unfinished Surfaces. The Owner of each Unit owns the drywall and other wall materials which surround each room in the Unit, all paint, wallpaper, tile, or other wall covering installed on those wall materials, and the structural elements of any non-loadbearing walls, if any, inside the Unit. The Owner shall not be deemed to own any loadbearing structural elements located in interior walls inside the Unit, or any pipes, wires, conduits, or other common utility lines running through interior walls inside the Unit which are utilized for, or serve more than one Unit, except as

tenants in common with the other Owners as heretofore provided. Each Owner is deemed to own the interior walls and partitions within that Owner's

5.5.3. Unit, (except any elements of the interior walls which are loadbearing structural elements, which shall be common elements). Owners are also deemed to own the finished surfaces of perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.

5.6. **No Change in Floor Plan or Interest Without Mutual Consent.** None of the boundaries of a Unit or the percentage interest owned in the General Common Elements associated with a Unit may be amended or altered without the mutual, written consent of each of the affected Owners. Any alteration of the floor plans and percentage interest must then be reduced to writing, signed, with appropriate plans and calculations of revisions and square footage attached, and recorded as an amendment to this Declaration with the Flathead County Clerk and Recorder's Office, and with a copy of the recorded amendment delivered to all Owners of record.

ARTICLE 6
General Common Elements

6.1. **Common Elements.** The General Common Elements of the Project are generally described in Article 1.10 of this Declaration, and the Limited Common Elements of the Project are generally described in Article 1.11 of this Declaration.

6.2. **Common Element Easements.** A non-exclusive right of ingress and egress and support through the General Common Elements is appurtenant to each Unit and all of the General Common Elements are subject to such right.

6.3. **Use of General Common Elements.** Each Unit has a non-exclusive and perpetual right and easement to use the General Common Elements in common with all other persons entitled to use the General Common Elements, as may be required for the purposes of access, ingress and egress to and from the Property, and the use, occupancy and enjoyment of the Units and the Common Elements for their intended purposes as provided herein. Such right and easement extends to each Owner or Occupant.

This easement is subject to the limitations, restrictions, and Rules and Regulations as may from time to time be promulgated by the Association. The Association has the

exclusive authority to convey easements or grant other rights with respect to the Common Elements consistent with the overall character and use of the Property. Each Owner accepts title to the Owner's Unit subject to all existing easements. Each owner appoints the Association as attorney-in-fact to execute any and all instruments conveying, modifying or terminating easements for the benefit of the Project.

6.4. Public Utilities. Easements and rights in, on, over, across, under or through the Property for the installation and maintenance of lines, cables, wires, conduits, pipes or other devices for electricity, cable television, internet, security and/or alarms, power, telephone, common sewer lines, storm water drains, water systems, sprinkling systems, drainage facilities, water heating, gas, and any similar common improvements, facility or other common utilities needed to serve the Property are hereby reserved by the Association, together with the exclusive right to grant and transfer the same. The Association shall have the exclusive power to grant and convey in the name of all of the Owners as their attorney-in-fact to any other Person easements and rights-of-way in, on, over, across, under or through the Common Elements for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, Internet, security and/or alarms, power, telephone, common sewers, water drains, water systems, sprinkling systems, water heating, gas, and any similar common or quasi-common improvements, facility or other common utilities needed to serve the Property, and each Owner in accepting the deed or other instrument creating in such Owner the interest required to be deemed an Owner, whether or not it be so expressed in the deed or other instrument, expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact of such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

6.5. Easements for Encroachments. If any portion of the Common Elements now encroaches or shall hereafter encroach upon any Unit, or if any Unit now encroaches or shall hereafter encroach upon any other Unit or the Common Elements, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Units. Encroachments referred to herein include, but are not limited to, encroachments as a result of the manner in which the Buildings have been constructed, settling, shifting, alteration, replacement, repair, or restoration of the Property or any part thereof.

6.6. Owners' Right to Ingress and Egress and Support. Each Owner has the right to ingress and egress over, upon and across the General Common Elements necessary for access to the Owner's Unit and shall have the right to the horizontal and lateral support of the Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

6.7. Parking. Parking spaces are public parking on the east 7th street in front of the Building and public off-street parking in the driveway to the north of the Building.

6.8. Equipment on Roof. The Association, on behalf of itself or the Owners, shall have the sole right (but no obligation) to erect on the roof of the Building, heating and air conditioning units and other equipment approved by Association including radio or television aerials, antennas and satellite dishes (not to exceed 24 inches in diameter) for its use and the use of the Owners, and shall have the right of access for installation and repair of all such equipment. No unit owner may construct, place or maintain any structure or improvement on the roof without the consent of the Owner's Association. The Association may prescribe rules and policy for such use.

6.9. Association's Right to Use of Common Elements. The Association has a nonexclusive easement to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

6.10. Use of General Common Elements. General Common Elements may not be obstructed, nor shall anything be stored on any part of the General Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the General Common Elements except upon the prior written consent of the Association. The General Common Elements will remain undivided, and no Owner will have the right to bring any action for division or partition of any of the General Common Elements, unless and until this Declaration is terminated.

6.11. Percentage of Interest. Owners have general rights of access and use of the General Common Elements without regard to percentage ownership. In the event of any dispute regarding percentage ownership or use of the General Common Elements, the Association is empowered to resolve such dispute in its sole discretion.

ARTICLE 7
Use Restrictions

7.1 Residential Use only. Unit Owners will have the exclusive right to use their Unit, subject to this Declaration. All Units shall be used for residential purposes only. No unit may be used for commercial purposes. No Units may be used for any day care facility, preschool or any other self-contained business or enterprise which normally produces additional traffic above and beyond normal residential use. This does not prohibit an Owner or Occupant from conducting business from a "home office" via telephone and internet, provided that such activity does not generate additional parking or traffic, or generate any noise, smells or other nuisance which may be objectionable to the Owners of other Units. No business signs or advertising may be installed anyplace on the Building or the Property.

Vacation rentals or "Air B&B" use is prohibited. No Owner may rent a Unit for 30 days, cancel or terminate the rental and re-rent that Unit to any other tenant within the 30-day time period to avoid this covenant. All rental agreements or leases must provide that the lease can be terminated by the Association if the Owner or tenant fails to comply with the requirements of those documents after receiving a demand as required by the Montana Residential Landlord and Tenant Act, and if the Association notifies the Owner of the Unit that the tenant has failed to comply with the requirements of those documents, the Owner will give the tenant notice of the breach, and if the breach is not cured within 72 hours will terminate the lease and evict the tenant.

7.2 Restriction on leasing and other use of Units. The Owner of a Unit is responsible for providing all tenants and other Occupants of the Unit with copies of this Declaration and any regulations adopted by the Association, and for ensuring that the tenant and other Occupants comply with the requirements of those documents. The Association may issue additional rules, regulations or policy on Unit rentals not inconsistent with these covenants.

7.3 Rules and Regulations. The Association shall have the authority to issue and enforce Rules and Regulations for use and maintenance of the Common Elements and for such other purposes as it may deem appropriate.

7.4 Fireworks, Firearms, and Fires. No fireworks or firearms may be discharged on the Property. Barbeque grills may be operated, but open fires are not permitted.

7.5 Offensive activities. No noxious or offensive activities may be carried on in any Unit or in the Common Elements, nor may anything be done which may become a nuisance to the other Owners, or may interfere with the rights, comfort, or convenience of other Owners. All determinations by the Association in applying and interpreting this Section 7 shall be its sole discretion and shall be final and binding.

7.6 Parking of inoperable vehicles. No automobiles or other vehicles which are not in operating condition may be parked on the Property for a period exceeding ten days.

7.7 Pets. Dogs, cats or birds may be kept within a Unit as house pets, provided such pets are not kept, bred or maintained for sale or commercial purposes and provided they are not a nuisance to other Owners or the neighborhood. No animal may be kept on the Property if it is dangerous, unmanageable or uncontrolled. Owners are responsible to immediately remove and dispose of animal waste from Common Areas.

7.8 Parking of Recreational Vehicles. Recreational vehicles such as campers, motor homes, trailers, boats, snowmobiles, ATV's or other recreational vehicles may not be parked on the Property other than for the limited purpose of immediate loading or unloading. They may not be used for overnight accommodations for anyone.

7.9 Prohibited activities. Owners may not pursue any activities in the Building, or perform any remodeling or other alterations to their Unit or the Building, which may impair the structural integrity safety, or soundness of the Building, increase the rate of casualty or liability insurance on the Project and/or the Units, cause the Project or its contents to be uninsurable against casualty or liability, or alter the uniform appearance of the exterior of the Building, without the prior written consent of the Association.

7.10 Remodeling of the Common Elements. No Owner may perform any remodeling, alterations, or improvements to the Building or the Property which affect the Common Elements of the Building unless it submits plans for the proposed work to the Association for review, and the Association approves the plans in writing prior to commencement of such alterations.

7.11 No overloading of electrical system. No electrical device or equipment may be used in the Project which exceeds the capacity of the circuits to which it is connected, or which may overload or damage the electrical systems in the Building.

7.12 Maintenance of the Units. The Owners and Occupants of a Unit will maintain their Units, and the Limited Common Elements which are appurtenant to that Unit, in an orderly, clean, and well-maintained condition. The Association is responsible for maintaining the common court yard/garden area, the cost of which will be a Common Expense.

7.13 Use of the Limited Common Elements. Each Owner has the exclusive right to use the Limited Common Elements associated with that Owner's Unit. Limited Common Elements will be kept free and clear of rubbish, debris, and other unsightly materials. Nothing may be altered on, constructed on, or removed from Limited Common Elements without the prior written approval of the Association. In particular, no fences or exterior lights may be installed in those Limited Common Elements (except to maintain the stairway and fencing originally constructed).

7.14 Building Exterior. Owners and Occupants may not attach or hang any sign, awning, canopy, shutter, lighting fixtures, window air conditions unit, radio antenna, television antenna, or other fixtures or equipment on the exterior walls or roof of the Building, or to paint, decorate, or otherwise change the appearance of any portion of the exterior of the Building, without the prior express written consent of the Association.

ARTICLE 8
Association and Membership

8.1 Association. The Association will serve as the condominium association for the Project. The Association will meet, vote and operate under the authority of this document, Montana law, and the Bylaws of the Association, which will be recorded with this Declaration.

8.2 Agent for service of Process. As required by Mont. Code Ann. §§70-23-301(7) and 70-23-901, in any action relating to the Common Elements or to more than one Unit, service of process on two or more Owners may be made on Edge, LLC, whose address is 55 Hunter Circle, Kalispell, Montana, 59901 The agent for service of process will be the same as the registered agent of the Association. The Association

can change the agent for service of process by changing the registered agent with the Montana Secretary of State for the Association, whether or not this document is amended. Declarant may unilaterally change the Association's agent or a majority of Unit Owners may do so.

8.3 Membership & Voting. Each Owner is a member of the Association and will remain a member for the period of the Owner's ownership. No Owner, whether one or more persons, will have more than one membership per Unit owned, but each of the persons (or trusts or entities) owning a Unit are entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. If title to a Unit is held by more than one person, such Owners will designate one person as their representative and appoint such person as their proxy for voting purposes. Membership is appurtenant to and may not be separated from ownership of a Unit. If any Owner or Owners cast a vote representing a certain Unit, it will, in the absence of prompt protest from the other Owners of such Unit during the meeting at which such vote is cast, thereafter be conclusively presumed for all purposes that such Owner or Owners were acting with the authority and consent of all other Owners of the same Unit. Action may be taken by the Association without a meeting if approved in writing by a majority in interest (51% or more) of the members.

8.4 Reserved.

8.5 Powers. The Association is responsible for managing, supervising, and operating the Project in accordance with the requirements of this Declaration, the Bylaws and the Rules and Regulations. The Association has all the powers of a nonprofit corporation under Montana law, subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws, this Declaration and the Rules and Regulations. The Association has the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under the Act or this Declaration, the Articles and the Bylaws, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association, including, without limitation, the following: (A) make provisions for the maintenance, repair, replacement, administration and operation of the Common Elements and improvements thereon (including furnishings and equipment related thereto) and for keeping the same in good, clean, attractive and sanitary condition, order and repair; (B) obtain common area public liability and property coverage (casualty) insurance and dispose of such insurance proceeds; (C) obtain utilities for the Common Area or common utilities for the Units; (D) levy and collect Assessments and perfect and enforce liens for such Assessments, (E) pay

taxes, and other liabilities which are or would become a lien on any portion of the Common Elements; (F) enter into contracts including, but not limited to, management contracts; (G) adopt, amend and repeal Rules and Regulations as it deems reasonable (H) perform any other duties set forth in this Declaration; (I) grant or release easements over common elements to or for others, (J) propose annual budgets and assessments, and (K) take any other actions that the Association determines in its sole discretion are in the best interest of the Owners or the Project.

8.6 Discretionary Power. The Association has discretionary power to prescribe the manner of maintaining and operating the Building. Every determination made by the Association is final and conclusive as to all Owners, and any expenditures made by the Association's officers or managing agent, under the direction or with the approval of the Association shall, as against the Owners, be deemed necessarily and properly made for such purposes.

8.7 Manager. The Association may employ a responsible person or entity as manager to manage, operate and maintain the Association and Common Elements, with all of the administrative functions and such other powers and duties as the Association may delegate from time to time and for such fees as the Association may establish consistent with other provisions of this Declaration, including the maintenance of an Association bank account, mailing of dues notices, collecting dues, and filing tax returns.

8.8 Association's Determination Binding. Subject to the right of any Owner to institute an action at law or in equity, in the event of any dispute or disagreement between any Owners, or any question of interpretation or application of the provisions of this Declaration, the Articles, the Bylaws, or the Rules and Regulations, the Association's determination shall be final and binding on each and all of such Owners.

8.9 Right of the Association to Enter Units. The Association or its duly authorized agents have the right at all times upon reasonable notice (and at any time in case of an emergency) to enter upon or in any Unit to abate any infractions, to make repairs, or to correct any violation of this Declaration, the Bylaws, and the Rules and Regulations and in connection therewith shall have the further right to assess all costs incurred against the Owner, such Assessment to be secured by a lien as provided in this Declaration. If, in the case of an emergency, it becomes necessary to break into a Unit because no means of access was provided by the Occupant or Owner, the Association, its directors, officers and agents shall not be liable for any damage done to the Unit as a result of the exercise of this right of entry. The party exercising this

right of entry shall see that reasonable measures are taken to secure the Unit until either the Occupant or Owner shall be notified that the Unit has been entered.

8.10 Rules and Regulations. The Association may adopt, repeal, amend or modify Rules and Regulations in furtherance of the Bylaws or Declaration. Any Owner desiring to propose amendments or modifications to Regulations, new Rules and Regulations, or repeal of existing Rules and Regulations must do so by written submission to the Association for its consideration.

8.11 Reserve Fund. The Association will maintain a reserve fund for maintenance, repair and replacement of those Common Elements that must be maintained, repaired or replaced on a periodic basis. This reserve fund will be funded as part of the regular Assessments.

8.12 Books and Records. The Association will keep complete, accurate and correct books of account at the office of the Manager or at such other place as the Association may from time to time determine. The Association shall provide an annual budget for approval at an annual meeting. The Association shall additionally provide an annual, written treasurer=s report, summarizing all income and expenses by category and providing a statement of cash on hand, receivables and payables. Any Unit owner may request copies of any and all minutes, records, contracts, checks, bank statements and any other non-confidential business or financial record of the Association.

8.13 Action by Owners. To the extent permitted by the Act, all actions required to be taken by the Owners, shall be taken by the Association acting through its directors and officers, if any, through a vote of a majority in interest of its members.

8.14 Personal Liability. No member or officer of the Association or any Manager shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by such person, acted in good faith without willful or intentional misconduct.

8.15 Association Immunities. The Association shall not be liable for any failure of heat, water supply, electric current, telephone or other service supplied by the Association hereunder, or for injury or damage to any person in the Building resulting from gas, electricity, water, rain or snow which may leak or flow from outside or from

any part of the Building or from any part of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by or due to the gross negligence of the Association. Furthermore, the Association shall not be liable for any damages arising from any act or neglect of any Owner.

The Association and its agents shall not be responsible for any loss of property within or without the Unit by theft or otherwise. If the Association furnishes to an Owner any storage space or any other facility outside the Unit, the same shall be furnished gratuitously by the Association and the use of the facility shall be entirely at the risk of the Owner, and the Association shall not be liable for any loss of property therein, for any damage or injury whatever to person or property. Storage space may be used only for the storage of non-toxic and nonflammable material. No diminution or abatement of Assessments, or other compensation of any type, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Building or its appliances.

ARTICLE 9
Assessments

9.1 Agreement to Pay Assessments. Each Owner of any Unit, by the acceptance of a deed therefore, whether or not it be so expressed in the deed and with or without additional notification from the Association, is deemed to covenant and agree to pay Association Assessments (including the Regular Assessments, Capital Improvement Assessments and Special Assessments) made by the Association for the purposes provided in this Declaration. An Owner's obligation to pay Assessments commences on the date that a Unit or Units in the Project are first owned by Owner.

9.2 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the health, safety and welfare of the Owners, the management, maintenance, care, operation, repair, preservation, and replacement of the Project, enhancing the quality of life of the Owners and the value of the Project including, but not limited to, the improvement and maintenance of the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements, or in furtherance of any other duty or power of the Association, including but not limited to the following:

9.2.1 Expenses or costs of water and sewer service, insurance, electricity for general common areas, repairs and maintenance, supplies, painting or maintaining Common Elements, legal and accounting, landscape maintenance, and snow removal.

9.2.2 Expenses or costs paid by the Association pursuant to any operating agreement or similar agreement covering the Building and Common Elements regarding the operation, management, repair and/or maintenance of areas, property and/or equipment used in common with the Building and Common Elements, such as but not limited to the parking lot, landscape areas, sidewalks and elevators.

9.2.3 Expenses and liabilities incurred by the Association under this Declaration.

9.2.4 Debt retirement, if any.

9.2.5 Creation of a reasonable contingency fund for unanticipated expenses, and creation of a reasonable reserve fund for capital improvements, repairs and maintenance in future years, or for other building or corporate purposes, all as determined by the Association.

9.3 Regular Assessments. The Association may, from time to time, by resolution:

9.3.1 Set the amount of the regular Assessment or increase or decrease the amount previously fixed or determined, for any year.

9.3.2 Include in the regular Assessment for any year any liabilities or items of expense which accrued or became payable in a previous year, or which should have been included in the Assessments for a previous year but were not included therein, and also any sums which the Association deems necessary to provide as a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

9.3.3 Each Owner shall pay the regular Assessment in the amount and in such installments as set by the Association. Failure of the Association to fix the regular Assessment for any given year shall not be deemed a waiver or modification in any respect of the covenants or provisions to pay the

Assessments or any installment thereof for that or any subsequent year, provided such Assessments shall ultimately be fixed by the Association.

9.4 Capital Improvement Assessments. In addition to regular Assessments, the Association may levy in each fiscal year a Capital Improvement Assessment for the purpose of defraying, in whole or in part, the cost of any construction or replacement of a described capital improvement of the Common Elements (which capital improvement may take place over a period of years), including the necessary fixtures and personal property related thereto, or for any other lawful Association purpose.

9.5 Special Assessments. The Association may levy special Assessments against a Unit and its Owner for:

9.5.1 Costs incurred in bringing an Owner and such Owner's Unit into compliance with the provisions of this Declaration, the Bylaws, or Rules and Regulations, for misconduct, other failure to comply, or as the result of emergency circumstances;

9.5.2 Any other charge designated as a Special Assessment in this Declaration, Bylaws, or the Rules and Regulations; and

9.5.3 Attorneys' fees, interest and other charges relating thereto as provided in this Declaration.

9.6 Apportionment of Regular and Capital Improvement Assessments. Regular and Capital Improvement Assessments may be assessed by the Association to each Unit according to that Unit's percentage ownership of the Common Elements which is specified in article 5.1 provided, however, the Association may, based upon the nature of the Common Expense, the actual or anticipated use or benefit provided to a Unit or Owner, or such other considerations as it may deem appropriate, calculate and assess part of all of an Assessment other than on a prorated basis.

9.7 Reduction or Abatement of Regular Assessments. In the event the amount budgeted to meet expenses for a particular fiscal year proves to be excessive in light of the actual expenses, the Association in its discretion may either reduce the amount of the Regular Assessments or may abate collection of Regular Assessments as it deems appropriate.

9.8 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration, or a claim that an Owner does not use any portion of the Common Elements.

9.9 Statement of Account. The Association shall, upon written demand, furnish to any Owner or title company or mortgagee liable for Assessments a statement in recordable form signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. A reasonable charge may be collected for the issuance of each such statement. Each statement shall be conclusive evidence of payment or amount owing of any Assessment therein stated to have been paid or owed. No person who subsequently purchases the Unit or obtains a trust indenture or mortgage on the Unit will be liable for any unpaid assessments which are not disclosed by such a certificate, and the Unit will not be subject to a lien for any unpaid Assessments which are not disclosed by such a certificate.

9.10 Creation of Lien and Personal Obligation For Assessments. The Assessments, together with interest thereon, late charges, attorneys' fees, court costs and all other costs of collection incurred by the Association in collecting or attempting to collect delinquent assessments, whether or not suit is filed, shall be a continuing lien upon the Unit against which each such Assessment is made in favor of the Association. Each such Assessment, together with such interest, late charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment becomes due and may be enforced by the Association in an manner permitted by law.

9.11 Rights of Purchaser at Foreclosure Sale. Any first mortgagee who acquires title to a Unit by virtue of foreclosing the first mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the first mortgage, will take the Unit free of any claims for unpaid Association Assessments, interest, late charges, costs, expenses and attorneys' fees against the Unit which accrue prior to the time such first mortgagee or purchaser acquires title to the Unit, except that the Association will retain a lien on the Unit for (a) six months of the Unit's unpaid regularly budgeted Assessments accrued before acquisition of title to the Unit by the first mortgage or purchaser, and (b) and fees or costs related to the collection of the unpaid Assessments.

ARTICLE 10
Effect of Nonpayment of Assessments and Remedies

10.1 Delinquency. Any Assessment which is not paid when due is delinquent. Whenever an Assessment is delinquent, the Association may at its option invoke any or all of the remedies provided for herein and any other remedy authorized by applicable law.

10.2 Late Charge. If any Assessment is not paid within ten (10) days after the date when it becomes due and payable, with or without notice, the Owner shall be obligated to pay a late charge in the sum of $100.00, or such other amount as may be established by the Association. The amount of such late charge until paid shall constitute part of the Assessment lien as provided for in this Declaration.

10.3 Interest. In addition to Late Charges, if any Assessment is not paid when it is due and payable, interest at the rate of ten percent (10%) per annum or such other interest rate as then may be in effect as established by the Association from time to time shall be assessed on the amount owing from the date due until such time as it is paid.

10.4 Enforcement of Remedies. The Association shall have the right, at its option, to enforce collection of any delinquent Assessments in any manner allowed by law. The Association may bring an action to recover a delinquent Assessment personally against the Owner obligated to pay same or to foreclose the Assessment lien in the manner provided by law for foreclosure of a realty mortgage; provided, however, that the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise the other. All costs of collection, whether or not a lawsuit is commenced, shall be assessed against the delinquent Owner and such Owner's Unit and reasonable attorneys' fees, court costs and collection costs will thereafter be added to the amount in delinquency (plus interest and/or late charges, if appropriate).

10.5 Notice of Lien. The recording of this Declaration constitutes record notice and perfection of the Assessment lien which is a continuing lien upon the Unit against which the Assessment is made as provided for in the Bylaws and this Declaration. The Association may, at its option, record a notice of such Assessment lien. The Association shall first make written demand on the Owner for payment of all delinquent Assessments and related charges secured by the Assessment lien. If not paid within ten (10) days of the date of the demand, the Association may proceed

with recording a notice of such Assessment lien, and may charge the Owner of the applicable Unit a lien fee in an amount established or approved by the Association.

10.6 Foreclosure Sale. Any foreclosure and sale provided for in this Declaration is to be conducted in accordance with applicable statutory provisions relating to the foreclosure of realty mortgages in the State of Montana.

10.7 Suspension of Votes. The Association shall suspend for the entire period during which an Assessment remains delinquent the obligated Owner's right to vote on any matter at regular or special meetings of the Association.

10.8 Personal Liability of Purchaser for Assessments. A purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to purchaser's rights to recover from the seller the amount paid by the purchaser for such assessments.

10.9 Construction Lien Rights. No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of an Owner or his agent, contractor or subcontractor shall create any rights to file a statement of construction lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished. Each Owner (the indemnifying Owner) shall indemnify and hold harmless each of the other Owners and the Association from and against liability or loss arising from the claim of any lien arising from work done for or at the request of the indemnifying Owner or his agents. Such indemnity may be enforced by a Special Assessment.

ARTICLE 11
Maintenance and Alterations

11.1 Maintenance and Repair of Units. Each Owner will maintain the interior of that Owner's Unit in good repair. The Association will maintain the Common Areas. If an Owner refuses or neglects to make any repairs requested by the Association or to restore the Unit to good condition within ten (10) days after written notice from the Association, such repairs or restoration may be made by the Association, which shall have the right, but not the obligation, by its officers or authorized agents, to enter the Unit for that purpose and to collect the cost of such repairs or restoration as a Special

Assessment for the Unit. In addition to keeping the interior of the Unit in good repair, the Owner shall be responsible for the repair, maintenance or replacement of all interior components of the Unit, including but not limited to, plumbing, plumbing fixtures, electrical wiring, electrical fixtures, lighting fixtures, and the heating and air conditioning units (including any condensing unit or split which is a part thereof). The Owner is also responsible for keeping any area adjoining the Owner's Unit in clean, safe and orderly manner, and timely removal of accumulations of snow.

11.2 Maintenance and Repair of Common Elements. Unless this Declaration provides otherwise with respect to specific Limited Common Elements, if any, the Association will keep in good repair all of the Common Elements of the Project, including but not limited to the foundation, the structural elements of the walls, the roof, the exterior of the Building, supports, beams, sidewalks, decks, patios, railings, gutters, fences, entrances, parking lot, landscaped areas, street and court doorways, main halls, main stairways, windows, exterior doors, decks and patios, all main and principal pipes for carrying water throughout the Building, and the main drain pipes and electrical conduits, together with all plumbing, heating, cooling and other apparatus intended for the general service of the Building, except those which are the duty of the Owner to maintain and keep in good repair as provided in this Declaration. Owners will give the Association prompt written notice of any accident or defect known to the Owner that requires repairs. All such repairs shall be at the expense of the Association, unless the repairs were necessary because of Owner's act or acts, negligence, or carelessness, or improper use of equipment by the Owner or any of the Owner's employees, agents, business invitees, or tenants, in which case the expense shall be paid solely by the Owner.

The Association will maintain the exterior of the Building and keep landscaped areas, the common courtyard and the parking area clean and maintained. It will provide for all maintenance and repair to the roof, plumbing, wiring and structure of the building, except where an individual Owner is responsible.

11.3 Alterations. An Owner may make non-structural alterations within such Owner's Unit, but an Owner will not make any structural or exterior alterations of the Common Elements or Limited Common Elements unless it receives the prior written consent of the Association.

ARTICLE 12
Damage or Destruction

12.1 Association to Act. In the event of damage to or destruction of all or part of the Common Elements, or other Property covered by insurance written in the name of the Association, the Association will arrange for and supervise the prompt repair and restoration of the damaged portions of the Common Elements. Each Owner is responsible for arranging for and supervising the repair or restoration of the Owner's Unit, unless after the damage or destruction the Owner and the Association enter into an agreement under which the Association will be responsible for contracting for and supervising the repair or restoration of the Owner's Unit, with the Association paying the costs of repairing and restoring the Common Elements and the Owner paying the costs of repairing and restoring the Unit.

12.2 Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any part of the Project, the Association will, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems to be reliable and complete of the costs of repair and reconstruction to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before.

12.3 Repair and Reconstruction. As soon as practical after obtaining estimates, the Association will diligently complete the repair and reconstruction of the Common Elements of the Project that were damaged or destroyed. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect the repair and reconstruction of the Common Elements, and no consent or other action by any Owner shall be necessary in connection with that action.

12.4 Funds for Repair and Reconstruction. The proceeds received by the Association from any casualty or hazard insurance shall be used for the purpose of repair, replacement and reconstruction of the Common Elements of the Project, and the proceeds received by each Owner from any casualty or hazard insurance shall be used for the purpose of repair, replacement, and reconstruction of that Owner's Unit.

12.5 Insurance Proceeds Sufficient to Repair. In the event of damage or destruction due to fire or other disaster, the insurance proceeds received by the Association, if sufficient to reconstruct the Common Elements of the Project, shall be applied by the Association as attorney-in-fact to such reconstruction, and the Common Elements shall be promptly repaired and reconstructed. The Association

has full authority, right and power as attorney-in-fact for all the Owners to cause the repair and restoration of the Common Elements. Assessments shall not be abated during the period of insurance adjustments and repair and reconstruction.

12.6 Insurance Proceeds Insufficient to Repair. If the insurance proceeds received by the Association are insufficient to repair and reconstruct the Common Elements of the Project, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact for all the Owners, using the proceeds of insurance and the proceeds of a Capital Improvement Assessment to be made against all of the Owners and their Units (in proportion to ownership). Any such Capital Improvement Assessment is due and payable within thirty (30) days after written notice. The Association has full authority, right and power as attorney-in-fact to cause the repair, replacement or restoration of the Common Elements of the Project using all of the insurance proceeds for such purpose, notwithstanding the failure of an Owner to pay the Capital Improvement Assessment.

In addition to any other remedies provided by this Declaration or applicable law, if an Owner fails to pay a Capital Improvement Assessment within the time provided, the Association may proceed to collect any delinquent assessment against the Unit and owners who have failed to timely pay, including (but not limited to) legal collection action and imposition of lien and lien foreclosure.

12.7 Repairs. All repairs and reconstruction contemplated by this Article will be performed substantially in accordance with this Declaration, and the original plans and specifications for the Project, unless other action is approved by the Association.

ARTICLE 13
Insurance

13.1 Notice of Damage or Destruction. In the event that any portion of the Project encompassing more than one Unit is substantially damaged or destroyed by fire or other casualty, then the Association will give written notice of the damage or destruction to the Owners of the affected Units within a reasonable time following the event of casualty damage.

13.2 Liability Insurance.

13.2.1 Owners Liability Insurance. Owners will maintain a liability policy of insurance protecting Owner and Association against claims for bodily injury, personal injury and property damage based upon or

arising out of the ownership, use, occupancy or maintenance of the Unit and all areas appurtenant thereto. Coverage shall be a minimum of $500,000.00 per occurrence, or such greater amount as may be established by the Association from time to time.

13.2.2 Association Liability Policy. The Association will maintain comprehensive general liability insurance, including contractual liability coverage, providing coverage for bodily injury, death and property damage. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $2,000,000 per occurrence, or such greater amount as the Association may establish from time to time. The policy shall contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire.

13.3 Property Coverage.

13.3.2 Owners Property and Casualty Coverage. Owners will obtain and keep in force a policy or policies in the name of the Owner with losses payable to the Owner, subject to the rights of any mortgagee, insuring loss or damage to the Unit, including but not limited to, all interior construction, and interior components of the Unit, including but not limited to, interior walls and partitions, sheet rock, paint, wall coverings, plumbing, plumbing fixtures, electrical wiring, electrical fixtures, lighting fixtures and any and all other current or future alterations, modifications, utility installations, trade fixtures, furniture, work product and any other real or personal property contained with the walls of the Unit. The amount of such insurance shall be equal to the full replacement cost of the interior construction and interior components, as the same shall exist from time to time, but in no event more than the commercially reasonable and available insurable value thereof with a deductible not to exceed $1,000 per occurrence, or such deductible as the Association may establish from time to time. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake), including coverage for debris removal and the enforcement of any applicable requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Unit as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard

protection causing an increase in the annual property insurance coverage amount.

13.3.3 Association's Building and Casualty Insurance. The Association will obtain and keep in force a policy or policies in the name of Association with loss payable to the Association insuring loss or damage to the Common Elements of the Project. The amount of such insurance will be equal to the full replacement cost of the Common Elements of the Project, as the same exists from time to time, but in no event more than the commercially reasonable and available insurable value thereof with a deductible not to exceed $5,000 per occurrence, or such other deductible as the Association may establish from time to time. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake), including coverage for debris removal and the enforcement of any applicable requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Unit as the result of a covered loss. Notwithstanding anything to the contrary herein, Association's coverage will extend only to the Common Elements of the Project, and not to the portions of the Project which are part of any of the Units, it being the requirement and the responsibility of each Owner under this Declaration to provide coverage for all improvements which are part of that Owner's Unit. The Association is not be required to name any Owner as an additional named insured. Said policy or policies will also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount.

13.4 Increased Risk. An Owner will pay for any increase in the premiums for the Common Elements of the Project and the increase in the premiums for the other Units if said increase is caused by the Owner's acts, omissions, use or occupancy of the Unit.

13.5 No Representation of Adequate Coverage. The Association strongly recommends that each Owner provide the Owner's insurance agent with a copy of the insurance requirements under this Declaration to ensure that Owner obtains adequate coverage. However, the Association makes no representation, expressed or implied that the limits or forms of any insurance coverage required to be carried by the Owner under this Declaration is adequate to cover Owner's obligations under this

Declaration. The risk of any inadequate insurance coverage lies with the Owner.

13.6 Insurance Policies. All insurance required under this Declaration, for both the Association and the Owners, will be by companies duly licensed or admitted to transact business in the State of Montana, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide". An Owner shall not do or permit to be done anything which invalidates the required insurance policies. Each Owner will, within ten (10) days of the date that Owner acquires a Unit, deliver to Association certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after thirty (30) days prior written notice to the Association. Each Owner shall, at least thirty (30) days prior to the expiration of such policies, furnish the Association with evidence of renewal thereof, or the Association may order such insurance and charge the cost thereof to the Owner, which amount shall be payable by the Owner to the Association as a Special Assessment upon demand. Such policies shall be for a term of at least one year. If either an Owner or the Association shall fail to procure and maintain the insurance required to be carried by it, the other party may, but shall not be required to, procure and maintain the same.

13.7 Waiver of Subrogation. Without affecting any other rights or remedies, the Association and the Owners each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable thereto. The parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Association or the Owner, as the case may be, so long as the insurance is not invalidated thereby.

13.8 Indemnity. Except for the Association's gross negligence or willful misconduct, each Owner shall indemnify, protect, defend and hold harmless the Association, and its agents, partners or affiliates from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Unit by the Owner, including any agent or invitee thereof. If any action or proceeding is brought against the Association by reason of any of the foregoing matters, the Owner shall upon notice defend the same at the Owner's expense by counsel reasonably satisfactory to the Association, and the Association shall cooperate with the Owner in such defense. The Association need not have first

paid any such claim in order to be defended or indemnified.

13.9 Receipt of Insurance Proceeds. Except in a case where a Mortgagee or any other person shall have the legal right to receive insurance proceeds directly, all insurance proceeds and recoveries under policies maintained by the Association shall be paid to and received by the Association or its designated representative, to be held in trust for the benefit of the Association, all Owners, and all Mortgagees of any Unit or all or any part of the Project as their respective interests may appear. Subject to the rights of any Mortgagee, the Association shall have the right, acting alone, to adjust or settle any claim by it under any insurance maintained by it.

Notwithstanding any provision contained herein to the contrary, the rights of and lien priority of any first mortgagee shall not be affected by any loss, damage or destruction and shall continue in any insurance proceeds payable with respect to the Unit subject to such mortgage in accordance with the provisions of such mortgage.

13.10 Other Insurance by the Association. The Association shall also have the power and authority to obtain and maintain other and additional insurance coverage, including, but not limited to, property coverage (casualty) insurance covering personal property of the Association, fidelity bonds or insurance covering employees and agents of the Association, and insurance indemnifying officers, directors, employees and agents of the Association. Notwithstanding any other provisions of this Declaration, the Association shall continuously maintain in effect such property coverage (casualty) and liability insurance and fidelity bonds or comparable insurance in order to conform this Declaration to the requirements of the Act or the requirements of a mortgage lender, insurer or any Federal, state or local governmental agency, which may include the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing Administration, or the Veterans Administration, so long as any of such entities is a Mortgagee or Owner of a Unit, except to the extent that such coverage is not available or has been waived in writing by such entities.

ARTICLE 14
Utilities, Meters and Easements

14.1 Common Connections, Lines or Pipes. Wherever sanitary sewer or water connections, or electricity, gas or telephone, internet or security/alarm lines or pipes, are installed within the Project, which connections serve more than one Unit, the Owner of each Unit served by said connections, lines and pipes is entitled to the full

use and enjoyment of such portions of said connections, lines and pipes as service that Owner's Unit.

14.2 Utility Easement. Easements over the Project for the installation and maintenance of electric, telephone, internet, security/alarms, water, gas and sanitary sewer lines, pipes and facilities, and for drainage facilities and as may be hereafter required or needed to service the Project, or any Units, are hereby reserved by and for the benefit of all Units, together with the right to grant and transfer the same, and the right to amend the same. 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.

ARTICLE 15
Miscellaneous

15.1 Dispute Resolution. In the event of any dispute between the Unit Owners on any matter or issue, the Unit Owners will endeavor to resolve the matter between themselves through direct discussion or negotiation, with or without the assistance of representatives. In the event negotiation is unsuccessful, the parties agree to submit the matter to the Association. If the matter at all involves Common Elements, the Association's determination is final. However, if the Unit Owners' dispute involves issues beyond Common Elements, the disputing Owners will next employ the services of a third-party mediator. The mediator must be trained and experienced in professional mediation and be licensed to practice law in Montana. The parties will cooperate in exchanging all information and documents reasonable and necessary to engage in mediation and will timely calendar and attend mediation. If the parties are unable to resolve all disputes at mediation, the parties will resolve as many disputes as are possible at mediation, reserving only the unresolved issues for arbitration. If there are remaining, unresolved issues, then the parties agree to resolve such disputes by binding arbitration under the Montana Uniform Arbitration Act. Either party, following mediation, may give written notice to the other party of (1) the remaining issues for arbitration and (2) the name of a proposed arbitrator (who shall not be the mediator). Within 20 days, the receiving party will give a written response (1) responding to the issues or claims and (2) accepting the nominated arbitrator or nominating an alternative arbitrator. The parties will endeavor to employ a single arbitrator. If they cannot agree on an arbitrator, then the nominated arbitrators will meet and nominate a new arbitrator, which decision is final. Once appointment is accepted, an arbitration hearing will be scheduled, with the hearing to proceed according to the Montana Rules of Evidence. The arbitrator may compel any discovery authorized by the Montana Rules of Civil Procedure and may issue subpoenas for testimony or documents. The hearing must be scheduled within 90 days of the notice of arbitration. The arbitrator must issue a decision within 30 days of the hearing. Either party may register the decision as a district court judgment.

15.2 Association as Attorney in Fact. Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place and stead for the purpose of dealing with the Common Elements, including upon their damage, destruction, condemnation or obsolescence as provided herein. In addition, the Association, or any insurance trustee or substitute insurance trustee designated by the Association, is appointed as attorney-in-fact under this Declaration for the purpose of purchasing and maintaining insurance as provided herein, including: (a) the collection and appropriate disposition of the proceeds of such insurance; (b) the negotiation of losses and the execution of releases of liability; (c) the execution of all documents; and (d) the performance of all other acts necessary to accomplish such purpose. The Association, or any insurance trustee, shall hold or otherwise properly dispose of any insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, assignment, deed, easement, waiver or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact. Acceptance by any grantee of a deed or other instrument of conveyance from Declarant or from any Owner shall constitute appointment of the attorney-in-fact as provided above. Each Owner's appointment of the Association as attorney-in-fact as provided in this Section is a power coupled with an interest, and no further document or instrument is necessary to evidence the Association's appointment. Acceptance by any grantee of a deed or other instrument of conveyance from Declarant or from any Owner shall constitute appointments of the attorneys-in-fact as provided above.

15.3 Attorneys' Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration, Bylaws, or Rules and Regulations, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of suit.

15.4 Unsegregated Real Property Taxes. Until such time as real property taxes have been segregated by the County Assessor of Flathead County for the Units, the taxes shall be paid by the Association on behalf of the Owners. In connection with such payment, the proportionate share of such tax or installment thereof for a particular Unit shall be determined by multiplying the tax or installment in question by the respective percentage interest of such Unit in the Common Elements. The Association may levy a Special Assessment against any Owner who fails to pay his or her share of any real property taxes pursuant to this Section.

15.5 Notification of Sale. Concurrently with the consummation of the sale or other transfer of any Unit, the Owner of the Unit will notify the Association in writing that the Unit is to be conveyed to another. A written notice will be given to the

Association, setting forth the name of the transferee and his transferor, the street address of the Unit purchased or acquired by the transferee, a single address as the mailing address of the transferee, the date of the sale or transfer, and the name and address and telephone and facsimile numbers of the transferee's Lender, if any. Prior to the receipt of such written notice, all notices required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferee's predecessor in interest.

ARTICLE 16
Amendments

The restrictions contained in this Declaration shall be appurtenant to and run with the title to the Units and the Project and shall continue indefinitely. The Association may revise these covenants at any time as follows:

16.1 The Owner or Owners who propose an amendment to this Declaration will send each Owner a notice of a meeting of the members to discuss proposed amendments to the Declaration, together with a proposed amendment to the Declaration in recordable form which contains the text of the proposed amendments. The meeting must be scheduled not less than sixty days after the date of the notice. The notice must state that if the Owner wishes to vote in favor of the Amendment without attending the meeting, it may sign the amendment, get its signature notarized, and return the amendment to the Association.

16.2 If the amendment would have a material adverse affect on the beneficiary under any trust indenture on a Unit or the mortgagee under any mortgage on a Unit, the notice of the meeting and the proposed amendment must also be sent to the beneficiaries and mortgagees.

16.3 At the meeting, the Owners (and any beneficiaries and mortgagees, if the amendment would have a material adverse effect on any beneficiary or mortgagee) will discuss the merits of each proposed change, and the Owners, beneficiaries and mortgagees who are in favor of the proposed change will indicate their support for the change by signing the proposed amendment.

16.4 The proposed amendments will not be approved unless they are signed within six months after the date of the meeting (a) by the Owners of at least eighty (80%) percent Units and (b) if the proposed amendments would have a material adverse effect on any beneficiary or mortgagee, by at least 51% of the beneficiaries and mortgagees that represent at least 51% of the Unit estates that are subject to mortgages. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons shall be agreed to by

mortgagees that represent at least 51% of the votes of the unit estates that are subject to mortgages.

16.5 If the amendments receive the required number of signatures, the Association will record the amendments with the Flathead County Clerk and Recorder's office and send a copy of the recorded amendment to each Owner.

16.6 The effective date of all amendments to this Declaration will be 30 days from the date they are recorded, unless the proposed amendment specifies a different effective date. NOTE: the lack of consent of a mortgagee or beneficiary of a trust indentures mortgage means that a change in unit boundaries and percentage ownership is ineffective as to such mortgage or trust indenture.

ARTICLE 17
Rights of Mortgagees

17.1 Priority of First Mortgagees. No breach of this Declaration, nor the enforcement of any lien provision herein, shall affect, impair, defeat or render invalid the lien or charge of any first mortgage made in good faith and for value encumbering any Unit, but all of the provisions of this Declaration shall be binding upon and effective against any Owner whose title to a Unit is derived through foreclosure, trustee's sale, deed in lieu or foreclosure or otherwise.

17.2 Relationship to Assessment Liens.

17.2.1 The lien provided for in this Declaration for the payment of Assessments shall be subordinate to the lien of any first mortgage which was recorded prior to the date any such Assessment becomes due, except that if a Unit is acquired by the holder of a first mortgage or by a purchaser at trustee sale or sheriff's sale, the lien will be valid with respect to the Assessments for the last six months before the foreclosure sale, and for any fees and costs incurred by the Association related to the collection of the unpaid Assessments.

17.2.1 If any Unit which is subject to a monetary lien created by this Declaration is also subject to the lien of a First Mortgage, then the foreclosure of any lien created by this Declaration shall not operate to affect or impair the lien of such First Mortgage.

17.2.2 Nothing in this Section shall be construed as releasing any Owner from the personal obligation to pay for any Assessments levied pursuant to this Declaration during the period such person is an Owner.

17.3 Required Mortgagee Approval. Any mortgagee who receives a written request to approve additions or amendments to this Declaration or the Articles or Bylaws, which additions or amendments may have a material adverse effect on the mortgagee, who does not deliver or mail to the requesting party a negative response within sixty days shall be deemed to have approved such request, EXCEPT AS TO ANY CHANGE OF UNIT BOUNDARIES OR PERCENTAGE INTEREST OWNED. The written request must be delivered to the mortgagee by certified or registered mail, with a return receipt requested, in order for the mortgagee's failure to respond to a proposed amendment to be deemed approval of the amendment. Any addition or amendment to this Declaration, Articles or Bylaws shall not be considered material if it is for the purpose of correcting technical errors or for clarification only.

17.4 Other Rights of Mortgagees. Any Mortgagee shall, upon written request to the Association, be entitled:

17.4.1 To inspect current copies of this Declaration (and any amendments), the Association's Articles, Bylaws, Rules and Regulations, and other books and records of the Association during normal business hours; and

17.4.2 To receive an annual financial statement of the Association (as audited or reviewed by a certified public accountant, at Mortgagee's request and sole expense) within one hundred twenty (120) days following the end of the Association's fiscal year.

17.5 Notices of Action. Upon written request to the Association identifying the name and address of the mortgagee and the Unit number or address, any Mortgagee will be entitled to timely written notice of:

17.5.1 Any condemnation or casualty loss which affects a material portion of the Project or any Unit on which there is a first lien held by such Mortgagee;

17.5.2 Any delinquency in the payment of Assessments owed by an Owner of a Unit subject to the lien of a Mortgagee, which remains uncured for a period of sixty (60) days;

17.5.3 Any lapse, cancellation, or material modification of any insurance policy or policy maintained by the Association; and

17.5.4 Any proposed action that requires the consent of a specified percentage of the mortgagees.

17.6 Liens Prior to First Mortgage. All taxes, assessments and charges which may become liens prior to a First Mortgage under local law relate only to the individual Unit and not to the Property as a whole.

17.7 No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey such Owner's Unit is not subject to any right of first refusal or similar restriction under this Declaration.

ARTICLE 18
Declarant Reserved Rights

18.1 General Provisions. Until the expiration of the Period of Declarant Control, defined as that period prior to the sale of all of the seven Units, Declarant Edge, LLC reserves the authority and rights as set forth in this Article.

18.2 Completion of Improvements. The right to complete the renovation of the Building, landscaping and improvements as indicated on the attached plans and any amendments to the plans and the completion of any incomplete Unit.

18.3 Easements. The right to use easements through the Common Area on the Property, for the purpose of making improvements on the Property.

18.4 Association Directors and Officers. The right to appoint any officer or director until the first meeting of Owners and elections. The first Owner's meeting will occur not later than twelve months following the sale of one or more Units.

18.5 Declarant's Rights Incident to Construction. Declarant, for itself and its agents, contractors and subcontractors, successors and its assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the initial construction of the improvements; provided, that no such rights will be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Unit by that Owner or his family, tenants, employees, guests, or invitees.

ARTICLE 19
General

19.1 Waiver. No waiver of any provision of this Declaration will be valid or binding unless the waiver is in writing, signed by the Association or the Owner waiving the provision. The failure of any person to exercise any right or remedy provided for in this Declaration or to insist upon the strict performance of any provision of this Declaration will not be a waiver of that person's right to exercise that right or remedy or insist upon the strict performance of that provision in the future.

19.2 Interpretation to support validity. If any provision of this Declaration can be interpreted in two ways, one of which would render the provision valid and the other of which would render the provision invalid, the provision will be interpreted in the manner which would render it valid.

19.3 Severability of invalid provisions. If any provision of this Declaration is declared or becomes invalid, unenforceable or contrary to law, the provision will be considered severed from the remaining provisions of this Declaration and will not affect the validity, legality, or enforceability of the other provisions of this Declaration, and this Declaration will be interpreted as if it never contained the provision.

19.4 Notice. Any notice which this Declaration requires or permits to be delivered to any Owner will be in writing and will be delivered to that Owner either (i) personally, by fax, or by e-mail, in which case the notice will be considered effective when it is received, or (ii) by commercial overnight courier service, in which case the notice will be considered effective one day after it is delivered to the courier service, or (iii) by United States mail, postage prepaid, in which case the notice will be considered effective five days after it is deposited in the mail. Each notice must be sent to the Owner's address as shown on the Assessment list maintained by the Association pursuant to this Declaration.

19.5 Attorneys' fees. If the Association or any Owner or Occupant institutes legal proceedings to enforce the terms of this Declaration, the unsuccessful party to the proceedings will pay the reasonable attorney's fees and legal costs of all parties, including the fees of paralegals and other support staff, both at trial and on appeal, as they may be approved by the court or arbitrator having jurisdiction over the proceedings. If the Association or any Owner is required to appear in a bankruptcy or receivership proceeding in which the Association or any Owner is a debtor, the debtor will pay the reasonable attorney's fees, court costs, witness fees, and other costs which the other party incurs as a result of the proceeding.

19.6 Time of essence. Time will be of the essence in complying with the terms and conditions of this declaration.

19.7 Computation of time. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Declaration falls upon a Saturday, a Sunday, or any public or legal holiday, whether state or federal, the person having the privilege or duty shall have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.

19.8 Headings. The headings, titles and subtitles in this Declaration are inserted for convenience of reference only, do not in any way limit or amplify the terms and provisions of the Declaration, and are to be ignored in any construction of the provisions of the Declaration.

19.9 Applicable law. This declaration will be governed by and construed in accordance with the laws of the state of Montana.

Dated _____, February, 2022.

Edge, LLC, Declarant

_____

By:

STATE OF MONTANA

County of Flathead

This instrument was acknowledged before me on _____ day of February, 2022 by_____.

_____

Notary Public for the State of Montana

7th AND PINE CONDOMINIUM EXHIBITS

Exhibit A – Site Elevation

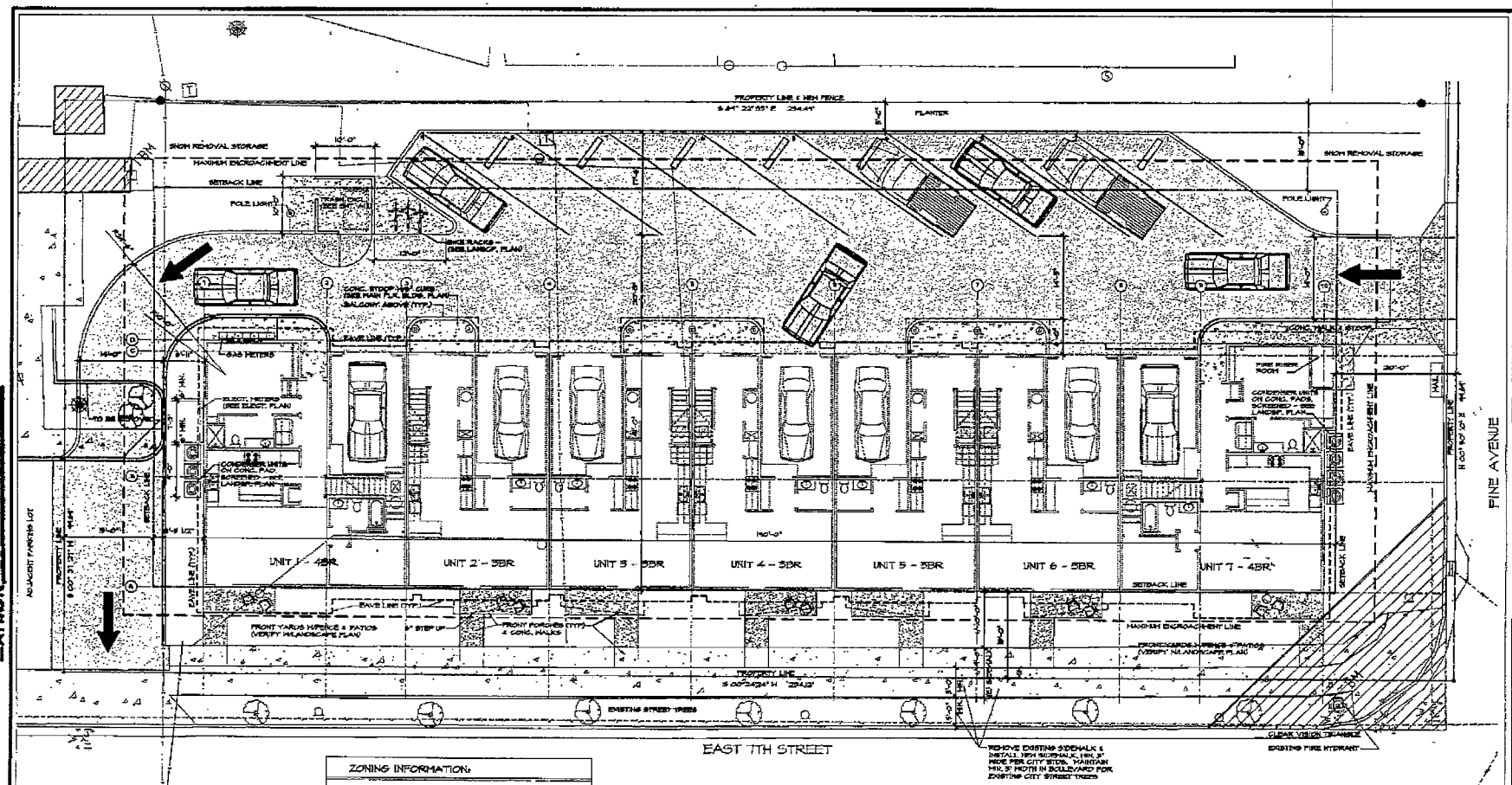
Exhibit B – Floor Plans

Exhibit C – Certificate of Architect

Exhibit D – Certificate of the Montana Department of Revenue

Exhibit E – Bylaws (Operating Agreement) of Owner's Association

Exhibit A



ZONING INFORMATION:

ZONE: MR4, HIGH DENSITY MULTI-FAMILY/RESIDENTIAL
(ZONING OF SURROUNDING PROPERTIES IS ALSO MR4)

PERMITTED USES: UP TO 7 DWELLING UNITS

MINIMUM LOT AREA: 2 FAMILY OR LARGER = 6,000 SF
FOR 1 DWELLING = 1,000 SF FOR EA. ADDL.
= 12,000 SF FOR 7 TOTAL UNITS
ACTUAL LOT SIZE = 25,167 SF

SETBACKS:
FRONT (PINE AVE.) = 20' — ACTUAL = 24'
SIDE (TRI-PLEX & LARGER) = 15' — ACTUAL = 15' (SOUTH)
ACTUAL = 41' (NORTH)
REAR (WEST) = 15' — ACTUAL = 25'

HEIGHT: 55' MAXIMUM — ACTUAL: 20'-1" MAX.

LOT COVERAGE: 40% MAXIMUM
(BUILDING FOOTPRINT 7,764/ LOT 25,167) — ACTUAL: 53.3%

PARKING REQUIRED: 2/UNIT + 1/3 GUEST = 14 REQUIRED
(2 X 7 UNITS + 7/3 = 14 + 2)

PARKING PROVIDED: 16 TOTAL SPACES WITH 7 AS PRIVATE GARAGES WITHIN EACH UNIT.

ARCHITECTURAL SITE PLAN

SCALE: 1/8" = 1'-0"

REFERENCE NORTH — TRUE NORTH

BUILDING SQUARE FOOTAGE SUMMARY:

OVERALL BUILDING:
MAIN FLOOR — 7,764 SF
UPPER FLOOR — 4,017 SF
TOTAL — 12,781 SF

5 BALCONIES X 60 SF = 300 SF

STATE OF MONTANA — DIA SULLIVAN — LICENSED ARCHITECT

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- Preliminary design:
- Final design
- Issued for pricing
- Submit for plan check
- Issued for construction

Date Printed:

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7TH ST. & PINE AVE., WHITEFISH, MONTANA
dia no. 3028-2

REVISIONS

DATE	COMMENTS

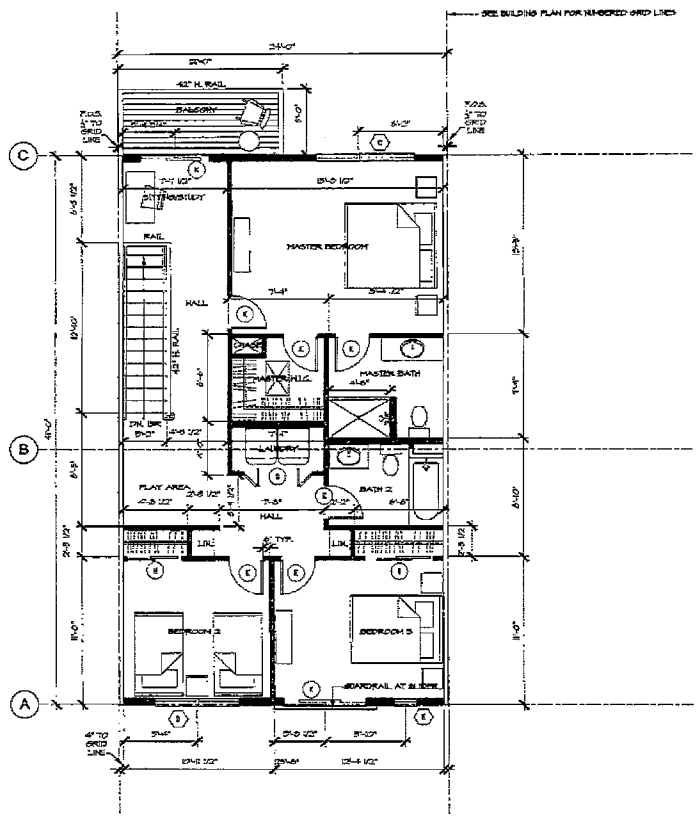
CAD FILE: PERMIT SET — DATE: 6-10-2020

SCALE: AS NOTED

ARCH'L SITE PLAN

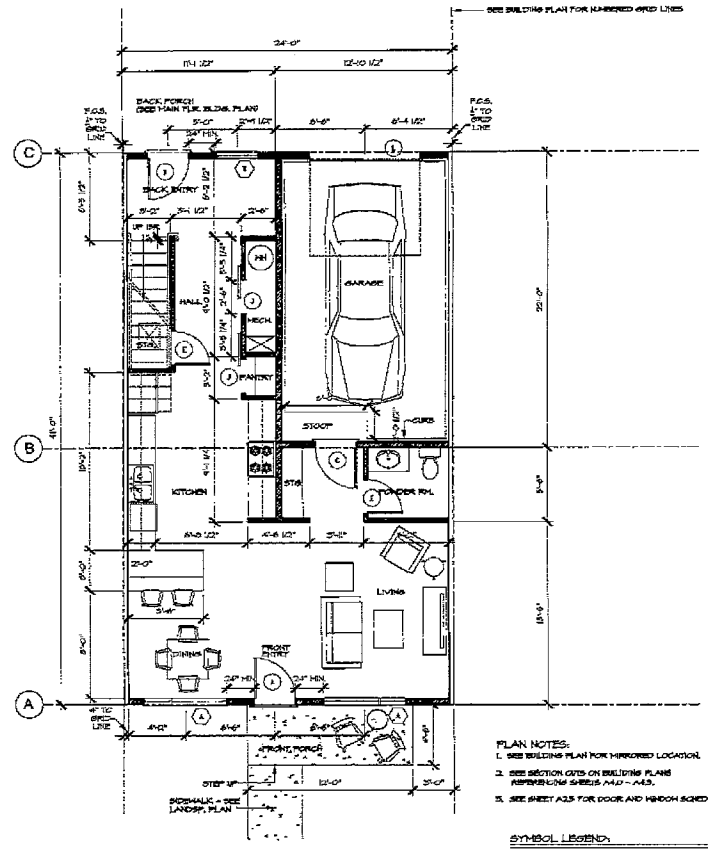
PAGE: A1.0

Exhibit B



2 A2.0 UPPER FLOOR - 3 BEDRM UNIT
SCALE: 1/4"=1'-0"

NORTH



1 A2.0 MAIN FLOOR - 3 BEDRM UNIT
SCALE: 1/4"=1'-0"

NORTH

SQUARE FOOTAGE SUMMARY:

3 BEDROOM UNIT:	
MAIN FLOOR	484 SF
UPPER FLOOR	446 SF
TOTAL	1,930 SF

PLAN NOTES:
1. SEE BUILDING PLAN FOR MIRRORED LOCATION.
2. SEE SECTION CUTS ON BUILDING PLANS REFERENCING SHEETS A4.0 - A4.3.
3. SEE SHEET A2.3 FOR DOOR AND WINDOW SCHEDULE.

SYMBOL LEGEND:
(A) DOOR TYPE & SIZE, SEE SCHEDULE A2.3
(A) WINDOW TYPE & SIZE, SEE SCHEDULE A2.3

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7TH ST. & PINE AVE, WHITEFISH, MONTANA
Job No. 2020-2

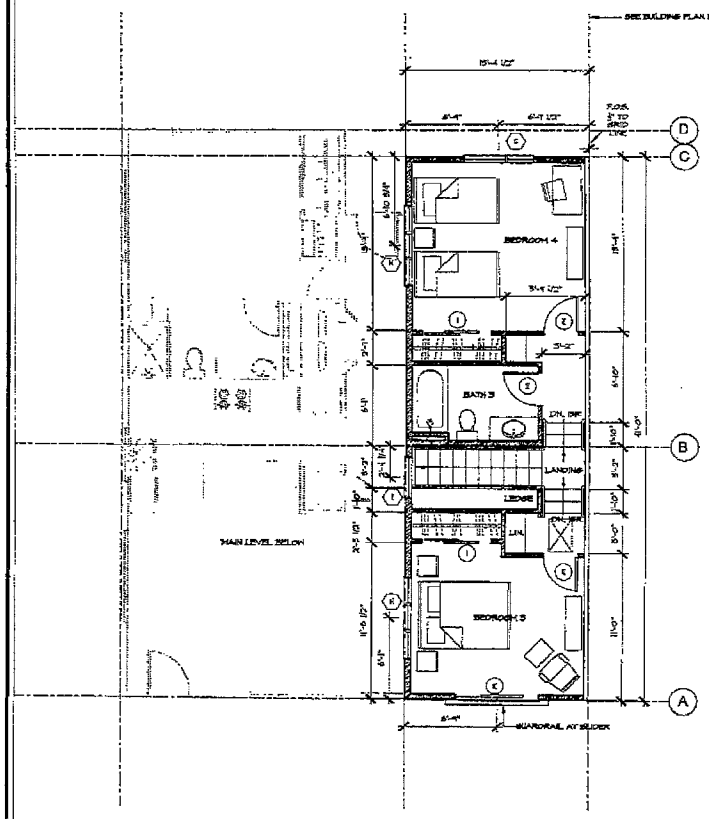
REVISIONS

DATE	COMMENTS

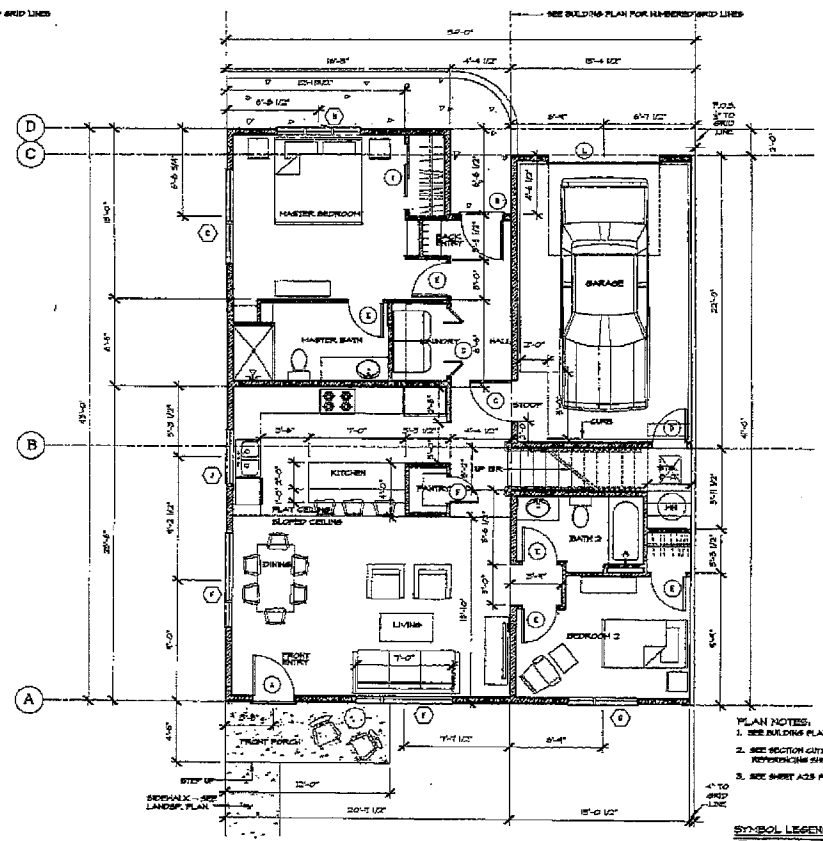
CAD FILE: FERMIT SET
DATE: 5-10-2020
SCALE: AS NOTED

3 BEDRM UNIT FLOOR PLANS

PAGE: A2.0



3 / A2.1 UPPER FLOOR - 4 BR UNIT NO. 1
SCALE: 1/4"=1'-0"
NORTH



1 / A2.1 MAIN FLOOR - 4 BR UNIT NO. 1
SCALE: 1/4"=1'-0"
NORTH

SQUARE FOOTAGE SUMMARY:

4 BEDROOM UNIT:	
MAIN FLOOR	1,405 SF (INCL. 265 SF GARAGE)
UPPER FLOOR	447 SF
TOTAL	1,405 SF

PLAN NOTES:
1. SEE BUILDING PLAN FOR NIRRORED LOCATION.
2. SEE SECTION CUTS ON BUILDING PLANS REFERENCING SHEETS A4.0 - A4.5.
3. SEE SHEET A2.5 FOR DOOR AND WINDOW SCHEDULE

SYMBOL LEGEND:
(A) DOOR TYPE & SIZE, SEE SCHEDULE A2.5
(A) WINDOW TYPE & SIZE, SEE SCHEDULE A2.5

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7-UNIT CONDOMINIUM PROJECT
7TH ST. & PINE AVE. WHITEFISH, MONTANA
dist. no. 2039-2

REVISIONS

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DATE: 6-19-2020
SCALE: AS NOTED

4 BEDRM. UNIT NO. 1 FLR. PLANS

PAGE: A2.1

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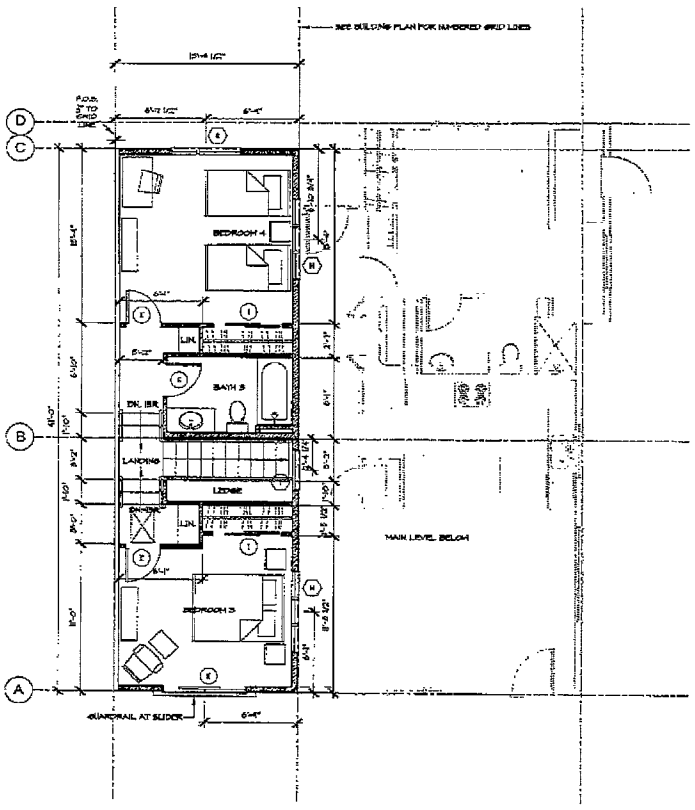
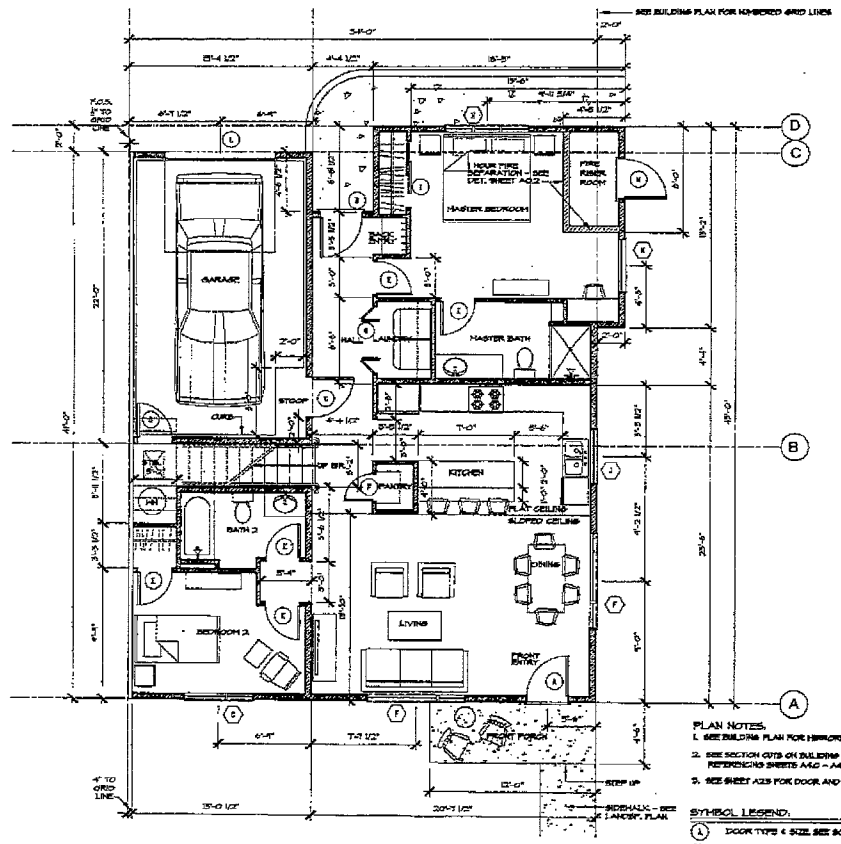


2 A2.2 UPPER FLOOR - 4 BR UNIT NO. 7
SCALE: 1/4"=1'-0"
NORTH



1 A2.2 MAIN FLOOR - 4 BR UNIT NO. 7
SCALE: 1/4"=1'-0"
NORTH

SQUARE FOOTAGE SUMMARY:

4 BEDROOM UNIT:	
MAIN FLOOR	1,344 SF (INCL. 263 SF GARAGE)
UPPER FLOOR	447 SF
TOTAL	1,848 SF

PLAN NOTES:
1. SEE BUILDING PLAN FOR MIRRORED LOCATION.
2. SEE SECTION CUTS ON BUILDING PLANS REFERENCING SHEETS A4.0 - A4.3.
3. SEE SHEET A2.5 FOR DOOR AND WINDOW SCHEDULE.

SYMBOL LEGEND:
(A) DOOR TYPE & SIZE, SEE SCHEDULE A2.5
(A) WINDOW TYPE & SIZE, SEE SCHEDULE A2.5

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- Issued for construction

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dia no. 2020-2

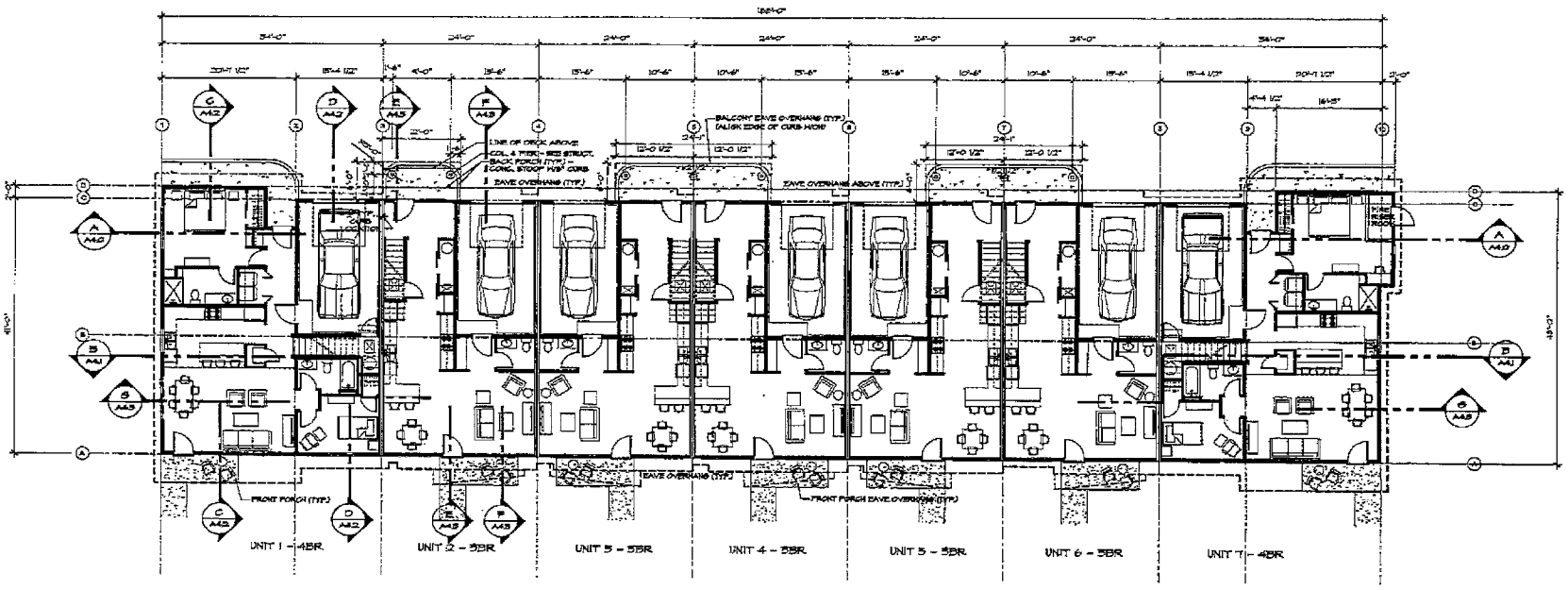
REVISIONS

DATE	COMMENTS

CAD FILE: PERMIT SET | DATE: 6-10-2020
SCALE: AS NOTED

4 BEDRM. UNIT NO. 7 FLR. PLANS

PAGE: A2.2



NOTE: SEE ENLARGED UNIT FLOOR PLANS FOR FULL DIMENSIONS

MAIN LEVEL SQUARE FOOTAGE	
MAIN LEVEL	7,164 SF

1 / A2.3 MAIN LEVEL BUILDING PLAN
SCALE: 1/8" = 1'-0"

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dwg no. 2020-2

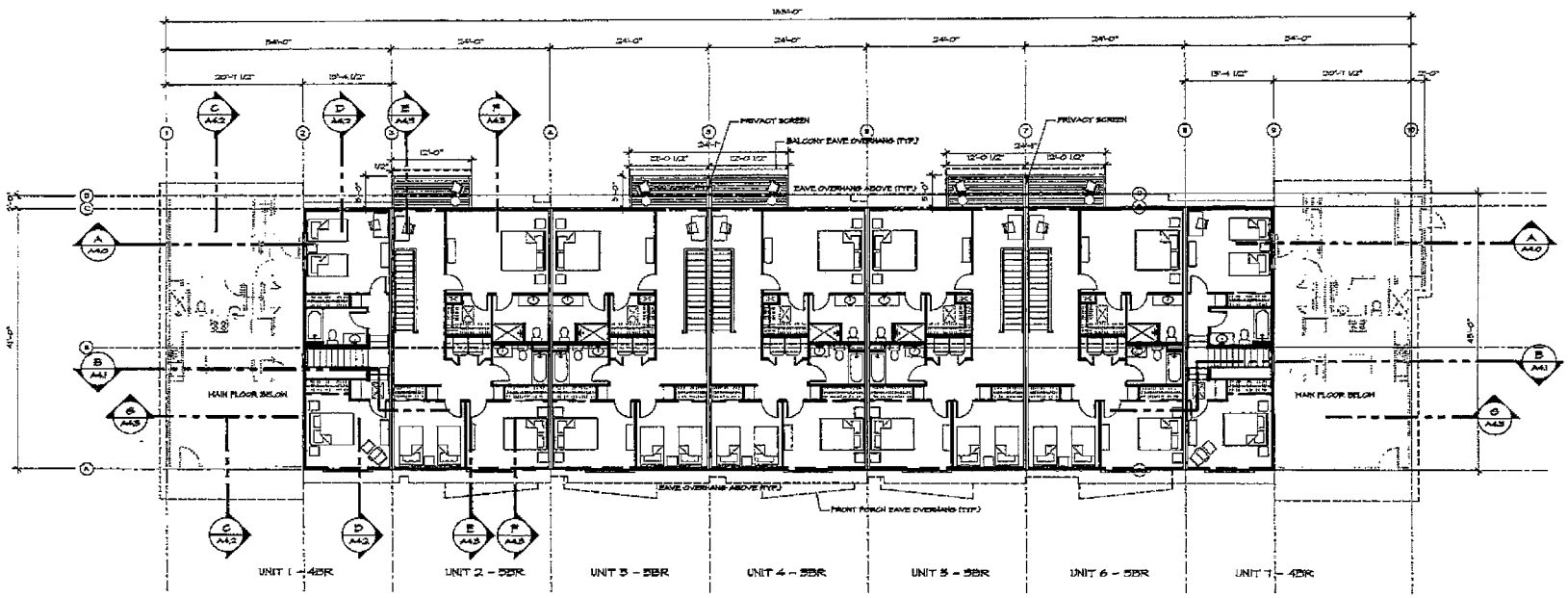
REVISIONS	
DATE	COMMENTS

LAND PLUS PERMIT SET | DATE 5-10-2020

SCALE: AS NOTED

MAIN LEVEL BUILDING FLR. PLAN.

PAGE: A2.3



NOTE: SEE ENLARGED UNIT FLOOR PLANS FOR FULL DIMENSIONS

UPPER LEVEL SQUARE FOOTAGE:

UPPER LEVEL 6,017 SF
5 BALCONIES X 60 SF = 300 SF

1 / A2.4 UPPER LEVEL BUILDING PLAN
SCALE: 1/8" = 1'-0"

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- Issued for pricing
- Submit for plan check
- Issued for construction

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Job No. 2020-2

REVISIONS	
DATE	COMMENTS

LOCATION: PERMIT SET | DATE: 6-10-2020

SCALE: AS NOTED

UPPER LEVEL BLDG FLR. PLAN

PAGE: A2.4

EXHIBIT C

CERTIFICATE OF AN ARCHITECT REGARDING THE PLANS OF BUILDING IN THE 7th & PINE CONDOMINIUMS

I, Dia Sullivan, a Montana licensed architect of P.O. Box 233, Whitefish, Montana 59937 state as follows:

I prepared the floor plans of The 7th & PINE CONDOMINIUMS attached hereto as Exhibit B. I have examined the completed structure. I certify that the floor plans fully and accurately depict the layout, location and Unit designation the Units and floor plans of the Building.

Dated February _____, 2022.

_____

Dia Sullivan
Architect

EXHIBIT D

CERTIFICATE OF THE MONTANA DEPARTMENT OF REVENUE APPROVING THE CONDOMINIUM DECLARATION OF THE 7th & PINE CONDOMINIUMS

1. My name is _____. I am an employee of the Flathead County Field Office of the Montana Department of Revenue. I have executed this certificate pursuant to Mont. Code Ann. §70-23-304.

2. I have reviewed the Condominium Declaration of The 7th & PINE CONDOMINIUMS, which relates to the real property located in Flathead County, Montana, described as follows (referred to in this certificate as the "Property"):

A Tract of land located in Government Lot 3, Section 31, Township 31 North, Range 21 West, P.M.M., City of Whitefish, Flathead County, Montana, being more particularly described as follows:

Commencing at the Southwest corner of that certain tract conveyed by warranty deed recorded under Doc. #201800016825, records of Flathead County, and the POINT-OF-BEGINNING, thence N0°35'37°E along the West boundary of said tract, 37.70 feet; thence northeasterly along a non-tangent curve, concave to the Northwest, having a radius of 4.00 feet, a central angle of 60°00'32°, a chord bearing of N30'37'43'E and a chord distance of 4.00 feet, an arc length of 4.19 feet; thence N0°37'27'E 10.62 feet; thence northeasterly along a non-tangent curve, concave to the Southeast having a radius of 25.00 feet, a central angle of 61'25'20', a chord bearing of N31'20'07 E and a chord distance of 25.54 feet, an arc length of 26.80 feet; thence NO'47'50'E 25.55 feet to a point on the North boundary of said tract; thence S89'22'33'E along said boundary, 218.47 feet to the Northeast corner of said tract; thence SO° 47'50'W along the East boundary of said tract, 99.22 feet to the Southeast corner of said tract; thence N89'23'37'W along the South boundary of said tract, 233.27 feet to the POINT-OF-BEGINNING, containing 0.519 acres.

3. The name "7th & PINE CONDOMINIUMS" does not use any words which are the same as, similar to, or pronounced the same as a word in the name of any other property or subdivision in Flathead County, Montana.

4. All taxes and Assessments due and payable with respect to the Property have been paid.

5. Consequently, acting pursuant to Mont. Code Ann. §70-23-304, I hereby approve the Declaration of Unit Ownership of 7th & PINE CONDOMINIUMS.

Dated February ____, 2022.

THE STATE OF MONTANA,
DEPARTMENT OF REVENUE

By:_____

Title:_____