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Charlotte Mills - Gallatin County, MT MISC



# Revised and Restated Declaration for Big Sky Hidden Village Condominium

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**REVISED AND RESTATED DECLARATION FOR THE  
BIG SKY HIDDEN VILLAGE CONDOMINIUM**

This Revised and Restated Declaration (the "Declaration"), is made on this 31<sup>st</sup> day of October, 2014, pursuant to Article VIII of the Declaration for the Big Sky Hidden Village Condominium dated April 2, 1981 and recorded as Document # 84816, Film 62, Page 1167, with the Office of the Clerk and Recorder of Gallatin County, Montana (the "Original Declaration").

**RECITALS**

WHEREAS, at least 75% of the Unit Owners have voted for and approved this Declaration for the Big Sky Hidden Village Condominium, in accordance with Article VIII, Amendment, of the Original Declaration;

WHEREAS, this Declaration replaces and supersedes the Original Declaration and the amendments thereto, which have been recorded as follows:

<b>Recording Date</b>	<b>Film and Page #</b>	<b>Document #</b>
October 26, 1981	Film 66, Page 1276	
November 4, 1981	Film 66, Page 1683	92048
October 22, 1982	Film 72, Page 1599	103064
December 20, 1982	Film 73, Page 1717	104910
March 30, 1983	Film 75, Page 1058	108261
July 12, 1983	Film 77, Page 1215	112243
February 8, 1984	Film 81, Page 2662	120510
November 9, 1984	Film 85, Page 2130	131870
January 3, 1985	Film 86, Page 658	134010
December 19, 1985	Film 90, Page 1854	148717
December 3, 1986	Film 95, Page 95	164860
November 23, 1987	Film 99, Page 3147; corrected on June 10, 1988 at Film 101, Page 3618	179507; 186164
February 28, 1989	Film 104, Page 4790	195261
November 28, 1989	Film 108, Page 3146	205364
January 12, 1990	Film 109, Page 1477	207183
December 14, 1990	Film 114, Page 161	221744
June 24, 1991	Film 116, Page 3103	229012
August 2, 1996	Film 165, Page 2425	329242
May 2, 2013		2448208

WHEREAS, the property subject to this Declaration shall be known as the Big Sky Hidden Village Condominium with a mailing address of Post Office Box 160111, Big Sky, Montana 59716, on real property described as:

Tracts I, IA, II, III, IV, V, VI, VII, VIII, IX, X, XI, and the Recreational Tract, situated within the SW ¼ of Section 35, Township 6 South, Range 3 East, as shown on Certificate of Survey No. 1605-A, filed with the Office of the Clerk and Recorder of Gallatin County, Montana on February 8, 2013;

NOW THEREFORE, the Unit Owners hereby declare as follows:

## Article I

### TITLE AND NATURE; GOVERNING DOCUMENTS

- Section 1.01 The Big Sky Hidden Village Condominium (the "Condominium") is established in accordance with and subject to the Montana Unit Ownership Act, Chapter 23, Title 70, Mont. Code Ann., as amended. The Condominium contains individual units for residential purposes. As set forth herein and in the Bylaws of the Big Sky Hidden Village Owners' Association, Inc. (the "Bylaws"), each Unit is capable of individual use on account of having its own entrance from and exit to a Common Element of the Condominium. Each Unit Owner in the Condominium shall have exclusive rights to his or her Unit and shall have undivided and inseparable rights to share with the other Unit Owners in the Common Elements of the Condominium.
- Section 1.02 The provisions of this Declaration, the Bylaws, the Articles of Incorporation of the Big Sky Hidden Village Owners Association, Inc. (the "Articles"), and the rules and regulations adopted by the Association, as these instruments may be amended from time to time (all such documents, the "Governing Documents"), shall be construed to be covenants running with the land and shall be binding upon and inure to the benefit of the Association, every Unit, and the Unit Owners, their heirs, successors, personal representatives, and assigns for as long as the Governing Documents are in effect.

## Article II

### DEFINITIONS

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

- Section 2.01 **Aggregate Interest** shall mean the sum of the percentages of all Unit Owners' ownership interests, as shown on Exhibit C, which are present, in person or by proxy, and entitled to vote.
- Section 2.02 **Aggregate Vote** shall mean the entire number of votes that are entitled to be cast in a particular circumstance.
- Section 2.03 **Assessment** means the portion of the Common Expenses and Limited Common Expenses that is to be paid by each Unit Owner as determined by the Association in accordance with Article VII.
- Section 2.04 **Association** means the Big Sky Hidden Village Owners' Association, Inc., a Montana nonprofit corporation.
- Section 2.05 **Board** or **Board of Directors** means the governing body of the Association as more particularly defined in the Bylaws.
- Section 2.06 **Building** means the building or buildings containing the Units.



- Section 2.07 **Bylaws** mean the Bylaws promulgated by the Association under this Declaration and the Unit Ownership Act.
- Section 2.08 **Common Elements** means both General Common Elements and Limited Common Elements.
- A. **General Common Elements** includes all those elements which are for the use of all Unit Owners and their guests and invitees, as specified in Section 3.03.C(1).
- B. **Limited Common Elements** means those Common Elements which are reserved for the use of fewer than all of the Unit Owners and their guests and invitees, as specified in Section 3.03.C(2).
- Section 2.09 **Common Expenses** means expenses of administration, operation, maintenance, repair, or replacement of the Common Elements, all expenses incurred by the Association in the performance of its obligations hereunder, expenses declared common by the Association, and expenses declared common by the Unit Ownership Act.
- Section 2.10 **Condominium or Hidden Village Condominium** means the Big Sky Hidden Village Condominium.
- Section 2.11 **Declaration** means this document and all parts attached thereto or incorporated by reference.
- Section 2.12 **First Mortgagee** means the beneficiary or holder of a Deed of Trust or mortgage which Deed of Trust or mortgage was recorded prior in time to all other Deeds of Trust or mortgages against a Unit.
- Section 2.13 **Governing Documents** means and includes this Declaration, the Articles, Bylaws, and any rules adopted by the Board, as such documents may be amended from time to time.
- Section 2.14 **Limited Common Expenses** means the expenses attributable to the maintenance, repair, and replacement of Limited Common Elements.
- Section 2.15 **Manager** shall mean the manager, the Board of Directors, the management agent, or any other person or group of persons retained or appointed by the Board, or by the Association, for the purpose of conducting the day-to-day operations of the Association.
- Section 2.16 **Member** means a person or legal entity entitled to membership in the Association as provided herein.
- Section 2.17 **Mortgage** means a recorded Deed of Trust as well as a recorded Mortgage encumbering any Unit made in good faith and for value.
- Section 2.18 **Mortgagee** means a beneficiary or holder of a Deed of Trust as well as a mortgage.



- Section 2.19 **Original Declaration** means the document titled DECLARATION AND BY-LAWS FOR THE BIG SKY HIDDEN VILLAGE CONDOMINIUM recorded in the Office of the Clerk and Recorder of Gallatin County, State of Montana, on April 2, 1981, in Film 62, page 1167, et seq., and all amendments thereto.
- Section 2.20 **Property** means all the real property and all improvements and structures thereon and all easements, rights, and appurtenances belonging thereto, which are herewith submitted to the Unit Ownership Act.
- Section 2.21 **Recreation Tract** means the .97 acre tract submitted and subjected to the Act by an amendment recorded in the Office of the Clerk and Recorder of Gallatin County, State of Montana, on December 20, 1982, document #104310, Film 73, Page 1717.
- Section 2.22 **Unit** means an estate in real property consisting of a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 3.03.B, and with a direct exit to a street or highway or to Common Elements leading to a street or highway.
- Section 2.23 **Unit Owner** means the record holder or holders of title of a Unit in the Property. This shall include any person having a fee simple title to any Unit but shall exclude persons having an interest merely as security for the performance of an obligation.
- Section 2.24 **Unit Ownership Act** means and refers to the Unit Ownership Act of the State of Montana, Mont. Code Ann. Sections 70-23-101, et seq.

### Article III

#### REAL ESTATE

- Section 3.01 **Description of Property.** The Property which is by this Declaration submitted and subject to the Montana Unit Ownership Act as the Big Sky Hidden Village Condominium is described as Tracts I, IA, II, III, IV, V, VI, VII, VIII, IX, X, XI, and the Recreational Tract, situated within the SW  $\frac{1}{4}$  of Section 35, Township 6 South, Range 3 East, as shown on Certificate of Survey No. 1605-A, filed with the Office of the Clerk and Recorder of Gallatin County, Montana on February 8, 2013.
- Section 3.02 **Construction Materials.** The principal materials of construction of the Units are concrete for the foundations, footings, and slabs; wood siding for the exterior wall surfaces; asphalt on the roofs of the Buildings; wood for the framing, structural, and finish work; sheetrock and plywood for the interior surfaces; and carpet, wood, or tile for the floors.
- Section 3.03 **Division of Property.** The Property is divided as follows:
- A. **Buildings:** There are 141 Units in forty (40) Buildings on the Property, along with a recreation building.
  - B. **Units:** Each Unit shall include the part of the Building containing the Unit

that lies within the boundaries of the Unit, which boundaries are the planes of the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding the Unit.

- 1) All nonstructural interior partition walls (except those portions which contain, comprise, or support part of the Common Elements) located within the boundaries of the Unit are part of the Unit.
- 2) Pipes, wires, conduits, or other public utility lines which are otherwise within the boundaries of a Unit, but which are used for, or serve, more than that Unit, are not part of the Unit but are either General or Limited Common Elements.

C. **Common Elements:** The remaining portion of the Property constitutes Common Elements, which are either General or Limited. The following lists of General and Limited Common Elements are not exclusive and the Association may add or delete elements pursuant to the method of amendment as hereinafter described and/or by the method set forth in the Unit Ownership Act.

- 1) **General Common Elements** include:
  - (a) The grounds under and surrounding the Buildings;
  - (b) Driveways, parking areas, paths, and walkways;
  - (c) Footings, foundations, framework, columns, trusses, exterior walls, roofs, supports, and other structural components of the Buildings;
  - (d) Equipment and all other improvements for sewage disposal, water supply, electrical supply, and gas supply, and connections therefore, which serve all of the Units;
  - (e) Information and communication lines and wires, and connections therefore, which serve all of the Units;
  - (f) The Recreational Tract;
  - (g) Landscaping, plants, and other materials and improvements installed or made by the Association separate from and outside of the Buildings containing the Units; and
  - (h) All other elements which are necessary for the safety, maintenance, and existence of the Condominium.
- 2) **Limited Common Elements** include the following elements to the extent any such element services less than all Units in the Condominium:
  - (a) Flues, chimneys, furnaces, boilers, ducts, and air returns;



- (b) Gutters and roof drains;
- (c) Public utility lines, including sewer, water, electrical, and gas;
- (d) Information and communications lines and wires;
- (e) Conduits, cables, and hot and cold water pipes;
- (f) Entrances, external stairways, decks, patios, porches, windows, and doors, including garage doors;
- (g) Landscaping, plants, and other materials and improvements installed or made by a Unit Owner separate from and outside of the Buildings containing the Units; and
- (h) All other fixtures or other portions of any Building which serve only a particular Unit or less than all of the Units.

Section 3.04 **Floor Plans and Exhibits.** For identification and descriptive purposes, the following Exhibits are attached and incorporated into and made a part of this Declaration:

- A. **Exhibit A:** Showing the floorplan, area, dimensions, and designation for each of the Units of the Hidden Village Condominium.
- B. **Exhibit B:** Showing the site plan of the Hidden Village Condominium and the location of the Buildings.
- C. **Exhibit C:** Showing the percentile undivided interest in the General Common Elements appurtenant to each Unit.

#### Article IV

#### EASEMENTS, ACCESS, AND ENCROACHMENTS

Section 4.01 **Common Element Easements.** A non-exclusive right of ingress, egress, and support through the Common Elements is appurtenant to each Unit, and all Common Elements are subject to such rights.

Section 4.02 **Utility Easements.** Easements are reserved through the Common Elements as may be required for utility services, including sewer, water, electrical, gas, information, and communication, in order to serve the Condominium adequately; provided, however, such easements through a Unit shall be only according to the plans and specifications for the Unit's Building, or as the Building was constructed, unless approved in writing by the Unit Owner.

Section 4.03 **Association Access.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon reasonable notice to the Unit Owner thereof, as may be necessary for the maintenance, repair, or replacement

of any of the Common Elements. The Association or its agent shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Unit Owner to provide means of access, and if the Unit Owner fails to provide such access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Unit Owner for any necessary damage to his or her Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 4.04 **Structural Easements.** Every portion of a Unit which contributes to the structural support of one or more of the Buildings shall be burdened with an easement of structural support for the benefit of the Common Elements and the other Units.

Section 4.05 **Encroachment Rights.** If any portion of the General Common Elements or Limited Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a Unit encroaches upon the General Common Elements or Limited Common Elements, or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance for same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered and determined to be encumbrances either on the General Common Elements, the Limited Common Elements, or on the Units for purpose of marketability of title.

In the event any of the Buildings or any portion thereof are destroyed and then reconstructed, as provided in Article XI, the Unit Owners agree that minor encroachments of parts of the General Common Elements or Limited Common Elements because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

## Article V

### OWNERSHIP

Section 5.01 **Compliance with Governing Documents.** All present and future Unit Owners, mortgagees, lessees, and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium, shall be subject to and comply with the Unit Ownership Act, the Declaration, the Bylaws, and the Articles of Incorporation. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, the act of occupancy of a Unit, or presence in the Condominium shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith. Failure to comply with any of the terms of the Declaration, the Bylaws, the Articles of Incorporation, or the duly adopted Rules and Regulations of the Association, shall be grounds for relief as provided in Article XII.



Section 5.02 **Transfer of Units.** A Unit Owner shall notify the Association of any transfer, by sale or otherwise, of his or her Unit within ten (10) days of the date of the same. Said notices shall include such information and be in such form that the Association may send all necessary notices to the person shown in the Association's records as the owner of said Unit, and said notice shall be binding as to any other owner of said Units where the Association has not been notified as provided herein.

Section 5.03 **Ownership Interests; Percentage of Common Elements.** Each Unit Owner shall be entitled to the exclusive ownership, use, and possession of his or her Unit. Additionally, each Unit Owner shall have a percentile undivided interest in the General Common Elements as set forth on Exhibit C. Such percentage represents the Unit Owner's ownership interest in the General Common Elements, and his or her liability for Common Expenses. Each Unit Owner shall also own, as appurtenant to his or her Unit, an undivided percentage interest in any Limited Common Elements determined according to the following formula:

$$\begin{array}{r} \text{Unit Owner's} \\ \text{Percentage Interest in a} \\ \text{Limited Common Element} \end{array} = \frac{\begin{array}{r} \text{Exhibit C Square Footage of the} \\ \text{Unit benefited by the Limited} \\ \text{Common Element} \end{array}}{\begin{array}{r} \text{Exhibit C Square Footage of all} \\ \text{Units benefited by the Limited} \\ \text{Common Element} \end{array}}$$

Section 5.04 **Removal or Partition.**

A. **Prohibition on Partition:**

- 1) **Common Elements:** The Common Elements shall remain undivided, except as provided below in this Section 5.04. No Unit Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Unit Owners with respect to the operation and management of the Condominium. Any conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an individual Unit Owner's interest in the Common Elements shall be void unless the Unit to which that interest is attached is also included in the transfer.
- 2) **Units:** No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred, except as provided below in this Section 5.04; judicial partition by sale of a single Unit owned by two or more persons and division of the sale proceeds is not prohibited hereby.

B. **Removal or Partition Allowed:** Big Sky Hidden Village Condominium may be removed from condominium ownership, and may be partitioned or sold, only upon compliance with all of the following conditions:

- 1) The Board of Directors of the Association must approve the plan of removal, partition, or sale, including the details of how any partition or sale shall be accomplished, and how the property or funds shall be distributed.
- 2) The plan of removal, partition, or sale must be approved as provided in the Montana Unit Ownership Act. If approval for any of the foregoing is not required by the Unit Ownership Act, then approval shall be required from at least ninety percent (90%) of the Unit Owners based on percentile ownership of Common Elements. Upon obtaining such approval, the Board shall be empowered to implement and carry out the plan of removal, partition, or sale.

## Article VI

### THE ASSOCIATION

Section 6.01 **Association.** The owners' association for the Big Sky Hidden Village Condominium shall be the Big Sky Hidden Village Owners Association, Inc. Pursuant to Montana law, the Association shall operate under the Bylaws.

Section 6.02 **Membership.** Each and every Unit Owner shall automatically, upon becoming a Unit Owner, be a Member of the Association, and shall remain a Member thereof until such time as the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership in the Association shall not be transferred, encumbered, pledged, or alienated in any way, except upon the sale or other transfer of title of the Unit to which it is appurtenant, and then only to the purchaser or transferee. On any transfer of title to a Unit, membership passes automatically with title to the transferee. No Member may resign his or her membership.

Section 6.03 **Management; Powers and Duties.** It shall be the function of the Association, acting through the Board, to manage the Condominium by carrying out the duties, and exercising the powers, set forth in the Governing Documents, as well as the powers granted to a nonprofit corporation under 35-2-118 MCA, including without limitation:

- A. The Association shall adopt and may amend Bylaws for the governance of the Association.
- B. The Association may adopt reasonable rules not inconsistent with this Declaration and the Bylaws relating to the use of the Common Elements and all facilities thereon, and the conduct of Unit Owners and their renters and guests with respect to the Property and other Unit Owners. The Association may establish a schedule of fines to be imposed upon a Unit Owner for breach of such rules by the Unit Owner or his or her guests or renters. Any such fines must be approved by a majority of the Unit Owners present, in person or by proxy, at any regular or special meeting of the Association. Written copies of the rules and any schedule of fines shall be furnished to the Unit Owners. The Association may establish move-in fees



and such other fees as may reasonably be necessary for the operation of the Association.

- C. The Association shall have the authority to fix and levy Assessments as provided in Article VII.
- D. The Association shall have the authority to employ or contract with a Manager or other persons to manage, repair, and maintain the Condominium.
- E. The Association shall have the power to enforce the provisions of the Governing Documents in any manner provided by law or in equity, including but not limited to self help.

Section 6.04 **Vote.** Each Unit Owner shall have and exercise such voting rights as set forth in the Bylaws.

## Article VII ASSESSMENTS AND LIENS

### Section 7.01 **Assessments.**

- A. **Authority to Levy Assessments:** The Association shall levy assessments upon the Unit Owners in the following manner and for the following reasons:
  - 1) **Annual Assessment:** As part of the regular, annual business meeting of the Association, the Association shall establish and levy Annual Assessments in an amount sufficient to raise the funds needed to perform the duties of the Association during each fiscal year, including but not limited to:
    - (a) the repair, replacement, insurance, general maintenance, management, and administration of General Common Elements;
    - (b) the fees, costs, and expenses of the Manager;
    - (c) taxes on General Common Elements; and
    - (d) the share of any Special Improvement District Assessments attributable to the Unit Owners.

The Annual Assessment shall also include a portion for reserves, as the Board considers appropriate, to adequately meet the costs of future repair, replacement, or additions to the General Common Elements.

- 2) **Special Assessments:** The Board at any time may levy a Special

Assessment for any purpose contemplated by this Declaration or the Bylaws or set out in the Unit Ownership Act.

- 3) **Restrictions on Annual or Special Assessments:** The Board may not impose an Annual Assessment which is more than twenty percent (20%) greater than the Annual Assessment for the preceding fiscal year, or levy Special Assessments which exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, without the affirmative vote of a majority of the Aggregate Vote.
  - 4) **Specific Assessments:** In accordance with Section 9.03.B, the Board may levy a Specific Assessment against any Unit Owner and his or her Unit for the cost of repair, maintenance, or replacement of Limited Common Elements appurtenant to the Unit. Such Specific Assessment shall be calculated according to the formula set forth in Section 5.03.
- B. **Allocation of Assessments and Profits:** Annual Assessments and Special Assessments shall be charged to and distributed among the Unit Owners according to the percentages set forth in Exhibit C. A Specific Assessment may be levied on any individual Unit. Any surplus of Common Expense payment by Unit Owners over the actual expenses (including the reserve for contingencies and replacements) during a fiscal year of the Association shall be applied towards Common Expenses for the following year or shall be applied in any other manner which shall benefit the Association and which, on the basis of United States Federal Income Tax Law, regulations, and interpretations existing from time to time, in the sole discretion of the Board, is most likely to avoid taxation of such surplus, provided that such application is consistent with the proportional interest of all the Unit Owners, and is not precluded by the terms of the Act, as amended from time to time.
- C. **Obligation to Pay Assessments.** Each Unit Owner, by acceptance of a deed, is deemed to covenant and agree to pay all Assessments levied by the Association. The amount of the Common Expenses assessed against each Unit Owner shall be a lien on the Unit, as set forth below, and shall be the personal and individual debt of the Unit Owner. No Unit Owner may exempt himself or herself from liability for an Assessment by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit.
- 1) **When Due:** All Assessments shall be due thirty (30) days from the date of mailing of such Assessments and may be payable in installments, monthly or quarterly, at the option of the Board.
  - 2) **Delinquent Payments:** All Assessments that are not paid within thirty (30) days from the date they are due and payable become delinquent and are subject to interest, late charges, and costs of collection, including attorneys' fees. The Association or Manager



shall have the responsibility of taking prompt action to collect any unpaid Assessment that becomes delinquent. The right to vote of a Unit Owner who is delinquent in the payment of Assessments shall be suspended without notice and hearing.

- 3) **Notice:** A First Mortgagee, upon written request as provided in Section 10.04, will be entitled to written notification from the Association of any default in the performance by the individual Unit Owner of any obligation under the Governing Documents which is not cured within sixty (60) days.

Section 7.02 **Lien for Assessments.** The Association shall have a lien upon each Unit to secure payment of delinquent Assessments, as well as interest, late charges (subject to the limitations of Montana law), and costs of collection, including attorneys' fees. Such lien shall be superior to all other liens, except liens which would, by law, be superior. The Association may foreclose upon its lien or otherwise enforce its right to payment by any process allowed under law. To evidence such lien, the Association shall prepare a written notice of lien setting forth the amount of such unpaid indebtedness, the amount of accrued interest and late charges thereon, the name of the Unit Owner, and a description of the Unit. Such notice shall be signed and verified by one of the officers of the Association or by the Manager, or his or her authorized agent, and shall be recorded in the Office of the Clerk and Recorder of Gallatin County, Montana.

- A. Such lien shall attach from the date of recording such notice.
- B. Such lien may be enforced by the foreclosure of the defaulting Unit Owner's Unit by the Association in the manner provided in the Unit Ownership Act and as provided by the foreclosure of a mortgage on real property upon the recording of a notice of claim thereof. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.
- C. Suit to recover a money judgment for unpaid Common Expenses or other Assessments shall be maintainable by or on behalf of the Association without foreclosure or waiving the lien securing the same. In any such proceeding the Unit Owner may be required to pay the costs, expenses, and attorneys' fees incurred in filing a lien, and in the event of foreclosure proceedings, additional costs, all expenses, and reasonable attorneys' fees incurred.

Section 7.03 **Unit Owner Arrearage and Right of Set-Off.** When a Unit Owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Unit Owner's Unit under a written lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Unit Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

- Section 7.04 **Bidding at Foreclosure:** The Association shall have the power to bid on a Unit at a foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. Any lien holder holding a lien on a Unit may pay, but shall not be required to pay, any unpaid Assessments payable with respect to any such Unit. Upon such payment, such lienholder shall have a lien on the Unit for the amounts paid of the same priority as the lien of his or her encumbrance without the necessity of having to file a notice or claim of such lien.
- Section 7.05 **Unpaid Assessments, Mortgagee:** Where a lien holder or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such acquirer of title and his or her successors and assigns shall not be liable for the share of Common Expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectable from all of the Units including such acquirer, his or her successors and assigns.
- Section 7.06 **Statement of Unpaid Assessments.** The purchaser of any Unit is entitled to a written statement from the Association setting forth the amount of unpaid Assessments against the seller or grantor of said Unit. In the event the purchaser shall request such written statement, the purchaser shall not be liable for, nor is the Unit conveyed or granted subject to a lien for, any unpaid Assessments against the seller or grantor in excess of the amount set forth in the written statement.
- Section 7.07 **Construction Liens.** Each Unit Owner shall indemnify and hold harmless the Association and each of the other Unit Owners against any liens filed in connection with construction performed or labor, materials, services, equipment or other products incorporated into the Unit Owner's Unit at such Unit Owner's request.

## Article VIII

### USE RESTRICTIONS

Use of the Property and each Unit therein is subject to the following:

- Section 8.01 **Residential Use.** Each Unit shall be used for residential purposes only and no part of the Property shall be used for any business, commercial, manufacturing, mercantile, storing, vending, or other nonresidential purpose. Notwithstanding the foregoing, a Unit Owner or renter may use a room or rooms in the Unit as an office provided that the use is judged by the Board to be unobtrusive to other residents and the primary use of the Unit is as a residence. The Board shall have the authority to adopt additional rules regarding nonresidential use of a Unit, or any portion thereof, in order to maintain the residential characteristics of the Property.
- Section 8.02 **Leasing.** A Unit Owner may rent or lease his or her Unit to third parties for residential purposes provided that:



- A. If the lease agreement is in writing, the lease agreement shall state that the tenancy is subject to the Governing Documents.
- B. The lease is of the entire Unit and not merely parts thereof, unless the Unit Owner remains in residence.
- C. If the lease is for a period of more than 29 days, the Unit Owner shall promptly notify the Manager in writing of the names of all renters occupying such Unit, and the address and telephone number where such Unit Owner can be reached.

Section 8.03 **Timesharing Prohibited.** No Unit may be sold as a timeshare, as such is defined in 37-53-101, *et seq.*, MCA.

Section 8.04 **Common Elements.** There shall be no use of the Common Elements except by Unit Owners and their guests and renters. All persons residing within the Condominium may enjoy the use of all facilities in the General Common Elements as long as they abide by the terms of the Governing Documents. There shall be no obstruction of any part of the General Common Elements. Nothing shall be stored or kept in the General Common Elements without the prior written consent of the Board. Access to roofs shall be restricted to persons authorized by the Board. The Board may adopt additional rules for the use of the Common Elements from time to time. The Board shall provide a written copy of any such rule or rules to the Unit Owners; upon receipt of such rule or rules, each Unit Owner and his or her guests and renters, must comply with the rule.

Section 8.05 **Insurance.** No Unit Owner shall take any action or conduct any activity in any Unit or in the Common Elements that will increase the rate of insurance or that will result in the cancellation of insurance on any Unit or any part of the Common Elements.

Section 8.06 **Nuisance.** No unlawful, noxious, or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners, their guests or renters; including without limitation any offensive playing of any musical instrument, radio, television, or other amplified sound or the operation of appliances or machinery inside or outside of any Unit. No Unit Owner, guest, or renter shall store any dangerous or explosive materials in a Unit or in the Common Elements. Each Unit Owner, guest, and renter shall comply with all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof.

Section 8.07 **Antennas and Wiring.** No outside television antenna, aerial, satellite dish, or radio tower shall be erected, constructed, or placed on any Common Element, except for those installed by a licensed public or quasi-public utility or cable franchise with the approval of the Board, or as allowed by law. Wiring that provides information and communications services must follow trim lines and must be painted, covered, or otherwise concealed so as not to be unreasonably visible.

- Section 8.08 **Items Affixed to or Placed Upon Exteriors.** Nothing shall be hung or displayed on the outside of windows, or placed on the roof or outside walls of a Building, without the prior written consent of the Board.
- Section 8.09 **Signs.** No sign or flag of any kind shall be displayed to the public view in the Common Elements, except the flag of the United States of America, without the prior written consent of the Board. No signs or flags shall be displayed to the public view from any Units, except the flag of the United States of America and such signs as are approved by the Board.
- Section 8.10 **Automobile Parking; Vehicle Repair.** The General Common Elements include parking areas for automobiles of Unit Owners and their designees. Use and assignment of parking spaces shall be pursuant to regulation by the Association, provided, however, that no change in designation of parking spaces for the benefit of any Unit Owner which discriminates against another Unit Owner shall be made without the latter's consent. No part of the Common Elements shall be used for repair, construction, or reconstruction of any vehicle, boat, or any other item or thing except in an emergency. The Association shall adopt rules and regulations regarding parking which are consistent with this Section.
- Section 8.11 **Storage of Waste Materials.** All garbage, trash, and accumulated waste material shall be placed in appropriate covered trash containers.
- Section 8.12 **Pets.** No rabbits, livestock, poultry, or other animals of any kind shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Units subject to rules and regulations adopted by the Association.
- Section 8.13 **Marijuana.** No part of the Condominium shall be used for the growing of, storage of, sale of, dispensing of, or other transfer of marijuana for any commercial purpose.

## Article IX

### ALTERATIONS AND MAINTENANCE

Section 9.01 **Alterations by Unit Owners.**

A. **Interiors:**

- 1) **Floorplan:** A Unit Owner may change the interior plan of the Unit, so long as any such change does not include change to the bearing walls; bearing walls may not be moved or altered in any fashion that compromises their integrity.
- 2) **Decoration:** Each Unit Owner shall have the exclusive right to paint, repaint, tile, wallpaper, or otherwise decorate the inner surfaces of the walls, ceilings, floors, windows, and doors bounding his or her Unit, so long as any such decorating does not impair the structural or acoustical integrity and mechanical systems nor lessen the support of any portion of the Building.



- B. **Boundaries:** Any change in a Unit's boundary walls must be equal to or an improvement upon quality of design and construction of the existing boundary walls and comply with all of the following:
- 1) Any change in the boundaries of a Unit may not encroach upon the boundaries of the Common Elements or the boundaries of another Unit, except by amendment to this Declaration, which amendment shall:
    - (a) Set forth and contain plans to the Units concerned, showing the Units after the change in boundaries.
    - (b) Be signed and acknowledged by the Unit Owners of the Units concerned, as well as those Unit Owners with an interest in any Limited Common Elements affected, together with words of conveyance sufficient to convey the interests acquired in the Units or Common Element by such change.
    - (c) Be approved by the Board of Directors of the Association and signed and acknowledged by all Directors of the Association and signed and acknowledged by all lien holders and mortgagees of the Units concerned.
  - 2) It shall be the responsibility of the Unit Owner(s) causing the change to record the amendment and to pay all expenses associated with such amendment.
- C. **Exteriors:** No Unit Owner may change, alter, or remodel the exterior of his or her Unit without the prior written consent of the Board.

Section 9.02 **Maintenance by Unit Owner.**

- A. **Interior Maintenance and Repair:** Each Unit Owner shall maintain and keep in repair the interior of his or her own Unit, including all fixtures and equipment within the boundaries of the Unit.
- B. **Exterior Maintenance and Repair:** Each Unit Owner shall maintain, repair, or replace exterior doors, screen doors, windows, window screens, window glass, door locks, and all other Limited Common Elements appurtenant to his or her Unit. Each Unit Owner shall also keep the balcony, entrance, patio, and deck area appurtenant to his or her Unit in a clean, uncluttered, and sanitary condition. No repair by any Unit Owner shall impair in any way the integrity of the Units of adjoining Unit Owners or the integrity of Limited Common Elements or General Common Elements.
- C. **Maintenance or Repair Necessitated by Willful or Negligent Acts:** Each Unit Owner shall be responsible for the cost of maintenance, repairs, or replacement necessitated by the willful or negligent act or omission of such Unit Owner, or his or her guests, renters, invitees, or pets, except for the

portion, if any, of said cost reimbursed to the Association by insurance. The Association shall perform the maintenance, make the repairs, or make the replacement and levy a Specific Assessment against the Unit Owner for the cost of such maintenance, repair, or replacement, net of any insurance reimbursement.

**Section 9.03 Maintenance by Association.**

- A. **General Common Elements:** The Association shall take all necessary steps, including, but not limited to, painting, lawn care, structural and/or roof repairs, cement repairs, snow removal, and replacement or repair of the General Common Elements to ensure that the Condominium does not unnecessarily deteriorate. The Board of Directors shall inspect the Condominium each year and proceed with any necessary maintenance or repairs. If the Board of Directors does not make an annual inspection and/or proceed with any necessary maintenance or repairs, any mortgagee or beneficiary of any trust indenture has the right to order such work done and bill the Association therefor, on the condition that said lienholder provides written notice to the Association of such intent and provides the Association a reasonable time to perform such work. Any lienholder shall, upon written request, have the right to join in the annual inspection made by the Board of Directors.
- B. **Limited Common Elements:** In the event a Unit Owner fails, after receiving two (2) written notices from the Association, to maintain, repair, or replace any Limited Common Element appurtenant to his or her Unit, the Association may undertake the maintenance, repair, or replacement of that Limited Common Element and levy a Specific Assessment against the Unit Owner for the cost of such maintenance, repair, or replacement.

**Article X**

**INSURANCE**

**Section 10.01 Insurance Coverage.** The Association shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy, or if the Board determines that good cause exists that any insurance described herein not be maintained, the Board shall promptly cause notice of that fact to be delivered to all Unit Owners and to "Eligible First Mortgagees," as defined below, at their respective last known addresses.

- A. **Property Insurance:** The Association shall maintain special form property insurance coverage on the Condominium for covered causes of loss (or such equivalent coverage as may hereafter be customarily offered in the insurance industry) in an amount not less than the full insurable replacement cost of the insured property (as determined by the Board at the time insurance is purchased and at each renewal date, less applicable deductibles), exclusive of land and other items normally excluded from property insurance policies.



- B. **Liability Insurance:** The Association shall maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Condominium, insuring the Board, the Association, the Manager, and their respective employees and agents. Unit Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership interest in, existence, use, or management of the Common Elements, or membership in the Association. The insurance shall cover claims of one or more insured parties against the other insured parties.
- C. **Directors and Officers Insurance:** The Association shall maintain Errors and Omissions insurance for the Directors, Officers, and Managers, in amounts to be determined by the Board.
- D. **Fidelity Insurance:** The Association shall maintain fidelity insurance on all persons who control or disburse funds of the Association. Coverage shall not be less in the aggregate than two months' current annual Assessments plus reserves, as calculated from the current budget of the Association. Any person employed as an independent contractor by the Association, including the Manager, shall be an insured employee in said fidelity insurance policy.
- E. **Other Insurance:** The Board shall procure such other insurance as the Board shall determine from time to time to be desirable and as may be required by the Federal and State laws.

Section 10.02 **Unit Owners' Policies:** Each Unit Owner shall maintain, at a minimum, property insurance coverage for his or her Unit at full replacement value of the Unit at such Unit Owner's sole cost and expense. Each Unit Owner shall provide a certificate of insurance proving such continuous coverage to the Association upon request.

Section 10.03 **Administration of Association's Insurance Coverages.** All insurance policies upon the Condominium shall be purchased by the Association and shall be insured by an insurance company authorized to do business in Montana.

- A. The named insured shall be the Association individually and as agent for the Unit Owners without naming them. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Association or to an insurance trustee appointed by the Board.
- B. The Association shall furnish one copy of each insurance policy and of all endorsements thereto to each Unit Owner, or Mortgagee of a Unit Owner, upon request.
- C. All premiums upon insurance purchased by the Association shall be Common Expenses, except that the amount of increase in the premium caused by a Unit Owner shall be assessed against the Unit Owner.

Section 10.04 **Eligible First Mortgagees; Notice.** A First Mortgagee who provides a written request as specified herein, delivered personally or by certified mail, first-class

postage prepaid, return receipt requested, to the Association's registered agent, thereby becomes an "Eligible First Mortgagee" and will be entitled to written notice of any condemnation loss or any casualty loss of which the Association has notice which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible First Mortgagee. The written request as required under this Section shall clearly state the legal description and address of the Unit to which the mortgage relates, as well as the name, mailing address, telephone number, and e-mail address of the person who should receive the notices for the above listed actions. It is the sole obligation of the Eligible First Mortgagee to keep this information up to date with the Association and provide notice as provided herein to the Association when this information changes. The Association will not be in default for failure to provide the above listed notices if the Eligible First Mortgagee does not provide the Association with accurate information. Any written notice required under this Section to be provided by the Association to an Eligible First Mortgagee shall be in writing and shall be deemed to have been duly given if delivered personally, electronically transmitted to the e-mail address provided by the Eligible First Mortgagee, or, if sent by certified mail, first-class postage prepaid, return receipt requested to the address provided by the Eligible First Mortgagee.

## Article XI

### RECONSTRUCTION

Section 11.01 **Repair after Casualty.** If any part of the Condominium shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- A. **Lesser Damage:** If a Unit or Units are found by the Board to be tenantable after the casualty, the damaged property shall be repaired.
- B. **Greater Damage:** If a Unit or Units are found by the Board to be not tenantable after the casualty, the damaged property will be reconstructed or rebuilt, unless more than sixty-six and two-thirds percent (66 2/3%) of the Units are not tenantable, and sixty-six and two-thirds percent (66 2/3%) of the Unit Owners and sixty-six and two-thirds percent (66 2/3%) of the First Mortgagees vote against reconstruction, in which event the Property shall be subject to the applicable provisions of the Unit Ownership Act.

Section 11.02 **Plans and Specifications.** Any reconstruction or repair must meet all applicable building codes and be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board and by not less than sixty-six and two thirds percent (66 2/3%) of the Aggregate Vote, and one hundred percent (100%) of the Unit Owners of all Units the plans for which are to be altered. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to this Declaration, which amendment shall be prepared and filed in accordance with Section 9.01.B.



- Section 11.03 **Responsibility.** The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair of the Condominium.
- Section 11.04 **Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair for which the Association is responsible, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be levied as set forth in the Bylaws.
- Section 11.05 **Construction Funds.** The funds for payment of costs of reconstruction or repair after casualty, which shall consist of insurance proceeds and funds collected by the Association from Assessments against the Unit Owners, shall be disbursed by the Board according to the contract of reconstruction or repair, which contract must have the approval of the Board and the Unit Owners involved. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be paid to the Association for the use and benefit of the Unit Owners.
- Section 11.06 **Condemnation.**
- A. **Consequences of Condemnation; Notices:** If any Unit or portion thereof, or the General Common Elements or Limited Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each Unit Owner and Mortgagee and the provisions of this Section shall apply.
  - B. **Power of Attorney:** Each Unit Owner appoints the Association as attorney-in-fact for the purpose of representing the Unit Owners in condemnation proceedings and negotiations, settlements, and agreements with the condemning authority for acquisition of Common Elements, or any part thereof, by the condemning authority. The Board may appoint a trustee to act on behalf of the Unit Owners in carrying out the foregoing functions. Should the Association not act pursuant to this Section, the affected Unit Owners may act on their own behalf.
  - C. **Condemnation of a Unit:** The proceeds from the condemnation of a Unit shall be paid to the Unit Owner or Mortgagee, as their interests may appear. Upon acquisition, unless the decree otherwise provides, the percentage of interest in the Common Elements appurtenant to the Unit are automatically reallocated to the remaining Units in proportion to their percentages of interest in the Common Elements before the taking. The Association shall promptly prepare, execute, and record an Amendment to this Declaration reflecting the reallocations. Any portion of a Unit remaining after a taking is thereafter a Common Element.

- D. **Condemnation of General Common Elements or Limited Common Elements:** If part of the Common Elements is acquired by condemnation, the portion of the award attributable to the Common Elements taken shall be paid to the Unit Owners based on their respective percentages of interest in the Common Elements, or to Mortgagees, as their interests may appear. Any portion of the award attributable to the acquisition of a Limited Common Element must be divided equally among the Owners of the Units to which that Limited Common Element was allocated at the time of the acquisition, or to Mortgagees, as their interests may appear. If the Board determines that a particular Unit Owner's interest in the Common Elements is diminished, with respect to other Unit Owners, by the acquisition of a Common Element, the Declaration may be amended to adjust that Unit Owner's liability for Common Expenses, or to remove the allocation of a Limited Common Element to that Unit Owner's Unit, as the case may be.

## Article XII

### UNIT OWNER DEFAULT; REMEDIES

Section 12.01 **Relief Available.** Any default by a Unit Owner shall entitle the Association or another Unit Owner to the following relief:

- A. Failure to comply with any of the terms or provisions of the Governing Documents or the Act shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of Assessment), or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Unit Owner or Unit Owners.
- B. In any proceeding arising because of an alleged default by any Unit Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court. In no event shall any Unit Owner be entitled to recover costs and attorneys' fees (other than statutory fees) from the Association.
- C. The violation of any of the provisions of the Governing Documents or the Act shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Unit Owner in violation, any structure, thing, or condition existing or maintained contrary to the provisions of the Governing Documents or the Act.
- D. The violation of any of the provisions of the Governing Documents or the Act by any Unit Owner shall be grounds for assessment by the Association, acting through its duly constituted Board, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations



establishing such fine have first been duly adopted by the Board and notice thereof given to all Unit Owners. Thereafter, fines may be assessed only after:

- 1) the Unit Owner has been afforded due process, as provided in the Bylaws; and
  - 2) the Board has found that the violation has occurred.
- E. All fines duly assessed may be collected in the same manner as provided in Article VII.

Section 12.02 **Failure to Enforce.** The failure of the Association or of any Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or of any such Unit Owner to enforce such right, provisions, covenant, or condition in the future.

Section 12.03 **Rights Cumulative.** All rights, remedies, and privileges granted to the Association or any Unit Owner or Unit Owners pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

### Article XIII

#### SUBDIVISION REQUIREMENTS

- Section 13.01 The following conditions are placed in this Declaration in compliance with the requirements of the Board of County Commissioners of Gallatin County, as part of the submission of the within condominium as a subdivision for review and approval under the provisions of M.C.A. 76-3-103:
- A. Landscaping shall consist of vegetation which is indigenous to the area and be of such a type and nature that there shall be no increase in irrigation over what would have occurred had not the condominium and other improvement been constructed on this site.
  - B. That the roads within the condominium regime and the common areas are the responsibility of the Declarant until such time as the operation of the condominium regime and the common areas is the responsibility of the Owners Association, who shall thereafter have the responsibility for the same with such roads to be designated as and to remain as private roads with the County having no responsibility for the same.
  - C. That no building construction shall take place on the steep slope at the North end of the Hidden Village property and that all other construction, i.e.; water and sewer excavation and installation be first approved by the

Gallatin County Board of County Commissioners.

- D. That all open spaces shall be deemed to be and are the property of the Owners of each of the condominium units of this condominium as a common element or area, with each such Owner to be a member of the Owners Association as herein provided, with each condominium unit owner's percentage of interest of ownership in such common elements being hereinabove set forth.

#### Article XIV

#### MISCELLANEOUS

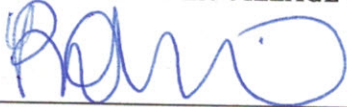
- Section 14.01 **Interpretation.** The provisions of the Governing Documents shall be liberally construed to effectuate the purposes thereof and to create a Condominium subject to and under the provisions of the Unit Ownership Act. In the event of any inconsistencies between this Declaration and the Bylaws, this Declaration controls.
- Section 14.02 **No Waiver.** No provision of the Governing Documents shall be deemed to have been waived by reason of failure to enforce it, irrespective of the number of violations which may occur.
- Section 14.03 **Severability.** The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more provisions shall not affect the validity or enforceability of any other provision hereof.
- Section 14.04 **Amendment.** This Declaration may be amended by the affirmative vote of seventy-five percent (75%) of the Aggregate Vote. Any amendment shall be recorded with the Clerk and Recorder's Office of Gallatin County, Montana.
- Section 14.05 **Service of Process.** The name and address of the person to receive service of process for the Condominium shall be filed with the Montana Secretary of State's office.
- Section 14.06 **Right to Examine Books.** Every Unit Owner and First Mortgagee shall have the right to examine the books and records of the Association by giving a written notice requesting such examination. The examination shall be scheduled at a date and time, during normal business hours, not more than fifteen (15) days following the receipt by the Association of the notice requesting the examination.



IN WITNESS WHEREOF, this Revised and Restated Declaration is executed by the President of the Association.

I, the undersigned, the duly elected and acting President of the Big Sky Hidden Village Owners' Association, a Montana nonprofit corporation, do hereby certify and declare under penalty of perjury, that the foregoing Revised and Restated Declaration has been approved by the percentage of the Unit Owners required by the Original Declaration.

**BIG SKY HIDDEN VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC.**

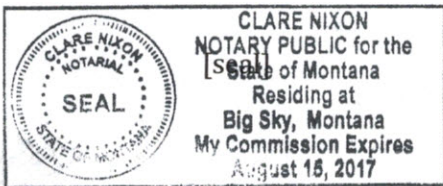


By: Robin Hicks  
Its: President

State of Montana        )  
                                  )ss.  
County of Gallatin     )

On this 30 day of October, 2014, before me, a Notary Public in and for said State, personally appeared Robin Hicks, acting in the capacity of President of the Board of Directors of the Big Sky Hidden Village Condominium Owners' Association, Inc., known to me to be the person that executed the within document, and acknowledged to me the execution of this document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year written above.



Signature of Notary

Clare Nixon

[Print name]

Notary Public for the State of Montana  
Residing at Big Sky, Montana  
My commission expires: 8-15-17

# Exhibit B



**CERTIFICATE OF SURVEY No. 1605-A**  
**RETRACEMENT OF AN EXISTING TRACT OF RECORD, CERTIFICATE OF SURVEY NO. 1605 TRACT A, LESS THAT PORTION KNOWN AS (Film 175, Page1782),**  
**LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 35,**  
**TOWNSHIP 6 SOUTH, RANGE 3 EAST, PRINCIPAL MERIDIAN MONTANA,**  
**GALLATIN COUNTY, MONTANA**  
 OWNER: Hidden Village Inc.  
 PURPOSE: RETRACE AN EXISTING TRACT

**GIS EXHIBIT NOTE:**

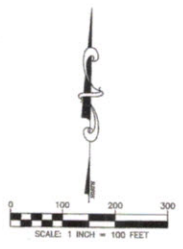
This is an exhibit showing the Hidden Village Site Condominium Tracts along with their Legal and Physical address, which is on file at the Gallatin County Clerk and Recorder's Office. Tracts I, IA, B, III, IV, V, VI, VII, VIII, IX, X, XI, and the Recreational Tract are approximate location.  
 The buildings foot print is conceptual, they have been surveyed for location but are not to dimension.  
 Each building unit shows its existing or new legal and physical address.



- LEGEND**
- PROPERTY LINE
  - - - SECTION LINE
  - - - ADJOINING PROPERTY LINE
  - CONDO UNIT
  - LEGAL ADDRESS
  - ⊕ PHYSICAL ADDRESS

CERTIFICATE OF SURVEY 1605 TRACT A, LESS (FILM 175, PAGE 1782)

**2440193**  
 PROJECT NUMBER  
 2440193



30 DISCOVERY DRIVE BOZEMAN, MT 59717 PHONE (406) 552-0221 FAX (406) 552-0275 www.alliedsurveying.com		Civil Engineering Geotechnical Engineering Land Surveying	PROJECT NUMBER: 2440193 SHEET: 2 OF 2 DRAWN BY: [blank] REVISIONS BY: [blank] PROJECT NO.: 11-405 DATE: 04/26/12 [signature]
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# Exhibit C



**Big Sky Hidden Village Condominium  
Schedule C**

Unit No.	Legal Description	Percentage Interest
001	C-1	0.598377
002	C-2	0.593231
003	C-3	0.495102
004	C-4	0.607641
005	B-2	0.630629
006	B-1	0.630629
007	A-1	0.795320
008	A-2	0.632002
009	A-3	0.518090
010	A-4	0.623424
011	D-4	0.795320
012	D-3	0.512944
013	D-2	0.615532
014	D-1	0.795320
015	F-6	0.515689
016	F-5	0.609700
017	F-4	0.510542
018	F-3	0.598034
019	F-2	0.604210
020	F-1	0.604210
021	K-1	0.630286
022	K-2	0.491671
023	K-3	0.491671
024	K-4	0.619650
025	LH-1	0.710230
026	LH-2	0.710230
027	LH-3	0.997753
028	LH-4	0.997753
029	E-4	0.627884
030	E-3	0.627884
031	E-2	0.627884
032	E-1	0.627884
033	G-2	0.710230
034	G-1	0.627884
035	H-2	0.490299
036	H-1	0.638177
037	I-4	0.710230
038	I-3	0.501964
039	I-2	0.630972
040	I-1	0.749687
041	J-4	0.710230
042	J-3	0.505395
043	J-2	0.630972
044	J-1	0.789144
045	LB-1	0.710230
046	LB-2	0.721209
047	LB-3	0.710230
048	LB-4	0.997753
049	LC-1	0.751746
050	LC-2	0.710230
051	LC-3	0.944914
052	LC-4	0.710230

**Big Sky Hidden Village Condominium  
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Unit No.	Legal Description	Percentage Interest
053	LD-1	0.710230
054	LD-2	0.710230
055	LD-3	0.710230
056	LD-4	0.911976
057	LF-1	0.710230
058	LF-2	0.710230
059	LF-3	0.710230
060	LF-4	0.710230
061	LG-1	0.710230
062	LG-2	0.942169
063	LG-3	0.942169
065	Z-1	0.840267
066	Z-2	0.840267
067	Z-3	0.710230
068	Z-4	0.710230
069	LA-1	0.913005
070	LA-2	0.969275
071	LA-3	0.899624
072	Y-4	0.710230
073	Y-3	0.710230
074	Y-2	0.710230
075	Y-1	0.710230
076	S-4	0.354772
077	S-3	0.710230
078	S-2	0.710230
079	S-1	0.554116
080	T-4	0.603524
081	T-3	0.710230
082	T-2	0.710230
083	T-1	0.603524
084	V-1	0.370212
085	V-2	0.370212
086	V-3	0.370212
087	U-1	0.603524
088	U-2	0.710230
089	U-3	0.603524
090	W-1	0.603524
091	W-2	0.710230
092	W-3	0.710230
093	W-4	0.603524
096	X-4	0.710230
097	X-3	0.710230
098	X-2	0.710230
099	X-1	0.710230
100	Q-1	0.710230
101	Q-2	0.710230
102	Q-3	0.710230
103	R-1	0.499906
104	R-2	0.595289
105	R-3	0.595289
106	R-4	0.496475
107	P-1	0.709200



**Big Sky Hidden Village Condominium  
Schedule C**

Unit No.	Legal Description	Percentage Interest
108	P-2	0.709200
109	O-1	0.709200
110	O-2	0.709200
111	O-3	0.709200
112	O-4	0.709200
113	N-1	0.710230
114	N-2	0.488240
115	N-3	0.628914
116	N-4	0.710230
117	M-1	0.776449
118	M-2	0.472114
119	LE-1	0.336930
120	LE-2	0.591515
121	L-1	0.633717
122	L-2	0.633717
123	LI-1	0.710230
124	LI-2	0.997753
125	LI-3	0.710230
126	LI-4	0.997753
127	LJ-1	1.368307
128	LJ-2	1.368307
129	LK-1	0.710230
130	LK-2	0.997753
131	LK-3	0.710230
132	LK-4	0.997753
133	LL-1	0.997753
134	LL-2	0.997753
135	LL-3	0.997753
136	LL-4	0.997753
137	LN-1	0.997753
138	LN-2	0.710230
139	LN-3	0.710230
140	LN-4	0.997753
141	LM-1	0.710230
142	LM-2	0.710230
143	LM-3	0.997753
144	LM-4	0.997753