



**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
COPPER BLOOM CONDOMINIUM HOMES**

This First Amendment to Declaration of Condominium for Copper Bloom Condominium Homes (the "First Amendment") is made by, and with the consent of, Wells Development, LLC, a Montana limited liability company (the "Declarant" and the "Developer") which, as of the date of this First Amendment is the sole owner of all interests, elements, and property comprising Copper Bloom Condominium Homes, established pursuant to that certain Declaration of Condominium for Copper Bloom Condominium Homes (the "Original Declaration") dated July 11, 2002, and recorded with the Gallatin County Clerk and Recorder on July 22, 2002, as Document No. 2075515. The Original Declaration and this First Amendment together constitute the "Declaration".

Unless otherwise defined differently in this First Amendment, the definitions set forth in the Original Declaration apply to the terms used in this First Amendment. This First Amendment amends the Original Declaration as follows:

ARTICLE I

ARTICLE I

PURPOSE AND CERTAIN DEFINITIONS

Article I, Paragraph 1 is amended and restated to read in its entirety as follows:

1. Purpose. The purpose of this Declaration is to submit and convey the lands described in this Declaration, and the buildings and other improvements constructed or to be constructed on the lands, to the condominium form of ownership and use pursuant to Montana law. Development shall proceed in one or more phases (each, a "Phase") as described in this First Amendment. The first two Phases to be constructed and submitted to condominium ownership are described in Article II, Paragraph 2. Developer reserves the right to develop the condominium in Phases as this Declaration permits so that if all Phases are developed, Developer will have constructed eleven (11) Buildings: five (5) Buildings with eight (8) Units each, five (5) Buildings with twelve (12) Units each, and one (1) Building with three (3) Units, along with twelve (12) Garage Structures containing a total of one hundred twelve (112) garage stalls, all in accordance with the terms of this Declaration, as amended. Developer is not required to develop or construct any Phase of this development other than Phase 1 and Phase 2, as described in this Declaration, as amended.



ARTICLE II

DESCRIPTION OF LAND AND BUILDINGS; PRINCIPAL MATERIALS.

Article II, Paragraph 2, is amended to read in its entirety as follows:

2. A. The Condominium, Phase 1 and Phase 2. The condominium created by this Declaration, as amended, is Phase 1 and Phase 2 of the Copper Bloom Condominium Homes. Phase 1 consists of twelve (12) Units in Building 4, as depicted on the Site Development Plan attached as Exhibit A to this Declaration. Phase 2 consists of eight (8) Units in Building 2, as depicted on the Site Development Plan attached as Exhibit A to this Declaration. At the completion of Phase 1 and Phase 2, each Unit shall have appurtenant to it an undivided percentage of ownership in the common elements of the condominium of five percent (5%), or 1/20th when expressed as a fraction, all as more particularly described in Article V of the Declaration. The designation of Buildings and Units in Phase 1 and Phase 2 and appurtenant fractional interest and percentage of ownership of each Unit in the common elements is as follows:

Phase 1

<u>Building 4, Units</u>	<u>Fractional Interest</u>	<u>Percentage of Interest</u>
1	1/20 th	5.00%
2	1/20 th	5.00%
3	1/20 th	5.00%
4	1/20 th	5.00%
5	1/20 th	5.00%
6	1/20 th	5.00%
7	1/20 th	5.00%
8	1/20 th	5.00%
9	1/20 th	5.00%
10	1/20 th	5.00%
11	1/20 th	5.00%
12	1/20 th	5.00%

Phase 2

<u>Building 2, Units</u>	<u>Fractional Interest</u>	<u>Percentage of Interest</u>
13	1/20 th	5.00%
14	1/20 th	5.00%
15	1/20 th	5.00%
16	1/20 th	5.00%



17	1/20 th	5.00%
18	1/20 th	5.00%
19	1/20 th	5.00%
20	1/20 th	5.00%

B. Possible Additional Development in Phases; Maximum Allowed. The Developer reserves the right to construct one or more additional Buildings as described in the Declaration in one or more additional Phases, in Developer's sole discretion, as provided in Article II, Paragraph 3.1, of this Declaration. The maximum additional development beyond Phase 1 permitted under this Declaration is a project which, including Phase 1, would consist of eleven (11) buildings containing a total of one hundred three (103) single-residential condominium Units. The total number of and designations of Buildings, Units and Garage Structures which can be developed in one or more additional Phases is set forth in the Declaration as Paragraph 3 of this Article II.

Article II of the Declaration is amended to add new Paragraphs 3.1 and 3.2 in Article II of the Declaration, as follows:

3.1 Expansion Provisions for Additional Development.

A. The Developer may from time to time construct additional Buildings and Units on the property in one or more Phases as Developer may choose, up to a final total not to exceed eleven (11) Buildings and one hundred three (103) Units, as depicted on the Site Plan that is Exhibit A to the Declaration and as described in Paragraph 3 of Article II of the Declaration. At such time as Declarant wishes to add additional Buildings and Units to this condominium regime. Declarant shall record in the office of the Clerk and Recorder of Gallatin County, Montana, a Supplemental Declaration containing or otherwise referencing:

- (i) A Site Plan showing the Building or Buildings to be constructed in the particular Phase on the common elements as the same is set forth in the Declaration showing the site plan and common elements of the condominium, and
- (ii) A designation of the Building to be constructed in the Phase with the same to be shown on the Site Plan to be so designated or recorded, and
- (iii) Floor plans showing the units to be contained within the additional Phase to be constructed and added to this condominium regime together with the numbers given to the specific Units, and



- (iv) A description of the Building and the materials of which it is constructed, and
- (v) A schedule of the fractional interest and percentage of undivided ownership of the specific Units to be added to the condominium regime in the general common elements, computed for each condominium Unit which, when added to the number of Units as a whole, will give the additional condominium Units, as well as the previously existing condominium Units, their respective fractional interest and percentages of interest in the expanded or new condominium regime, and
- (vi) To be and remain in compliance with the provisions of Section 70-23-306, MCA, at the time of the filing of such amendment or amendments for one or more additional Phases, floor plans and an architect's certificate shall additionally be designated or prepared and recorded, being additions to Exhibit "B" herein, certifying and showing that the relevant floor plans fully and accurately depict the layout of the Units in the floors of the Buildings and that construction of each such additional new Building has been completed, and
- (vii) A description of any and all limited common elements to the new Units if there shall be any changes to the description contained in the existing Declaration or of the amendments thereto.

B. At the time the Developer or its successors or assignees elects to file a Supplemental Declaration, all then-existing condominium owners hereby covenant and agree that they do join in the execution of such amendment papers agreeing, consenting, and joining in such Supplemental Declaration, and further agreeing to the reduction of their fractional interest and percentage of ownership interest in the general common elements as set forth in the Supplemental Declaration.

C. The agreement in Subparagraph 3.1 B immediately above shall be a covenant running with the land, and shall be binding upon the owners of the then existing Units, who upon acquiring title to such Unit, by this covenant, agree and consent to the filing of such Supplemental Declaration and join in the same, and by this covenant agree and consent to the appointment of the Developer its successors and assignees as their attorney-in-fact so that the Developer may file the Supplemental Declaration on his own initiative, and solely with him or her as a signatory, having been herein given the power and authority to make such



amendment for and on behalf of all subsequent condominium owners in the condominium regime.

D. After the recording of a Supplemental Declaration, all owners of condominium Units in the property shall have a nonexclusive right and license subject to the provisions herein, to use and enjoy all of the general common elements added to the condominium regime by such amendment. In addition, the owners of the respective Units shall further have the nonexclusive right and license to use and enjoy the limited common elements which are appurtenant and a part of their respective Units which may be added to the condominium regime which are limited to the use of less than all the Unit owners.

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

3.2 Disclosure of no Obligation to Build Additional Phases. Nothing in this Declaration obligates Developer to construct any one or more Buildings or Units, or to create or develop any more Phases of the condominium regime, other than Buildings 4 and 2 which are described as Phase 1 and Phase 2, respectively, of this regime in the Declaration, as amended, and no representation otherwise (except for a written amendment to the Declaration) can require Developer to do so.

ARTICLE V

**FRACTIONAL INTEREST OF EACH UNIT IN THE COMMON ELEMENTS;
VOTING RIGHTS**

A. Paragraph 1.2 of Article V of the Declaration is amended to read in its entirety as follows:

1.2. Fractional Interest and Percentage of Undivided Ownership.

A. Phase 1 and Phase 2 of the Condominium Regime. At the completion of Phase 1 and Phase 2 of the condominium regime as described in this Declaration, each Unit owner of Units 1 through 12 in Building 4 and Units 13 through 20 in Building 2 shall have a 1/20 fractional interest (or 5.0 percent) of undivided ownership in the land and other common elements, and each Unit shall be conclusively presumed to be of equal value with all other Units in the condominium.

B. Additional Phases; Restatement of Undivided Ownership. At the completion of any additional Phase, each Unit in that Phase shall be conclusively presumed to have a value equal to the value of all other Units that are part of the condominium regime. The Supplemental Declaration filed for each additional Phase shall restate the fractional interest and percentage interest of ownership of each Unit in the land and other common elements of the condominium, which shall be expressed or calculated as an amount equal to a fraction whose numerator is one and whose denominator is the number of all Units then in the condominium regime, including the most recent Phase for which a Supplemental Declaration is filed.

C. Maximum Dilution of Ownership Interest. If Developer constructs all of the Buildings and Units permissible in this condominium regime, the fractional interest or percentage interest of ownership for each Unit would be expressed as or calculated from the fraction 1/103. In no event may the ownership interest of any Unit owner in the land or common elements of the condominium be reduced below this amount.

B. Paragraph 2 of Article V is amended and restated in its entirety as follows:

2. Voting Rights. The total number of votes outstanding and entitled to be cast by owners of Units in Phase I and Phase 2 of the condominium is twenty (20), which is equal to the number of Units in the completed Phase I and Phase 2 of this condominium regime. The owner or owners (collectively) of each Unit added to the condominium regime in subsequent Phases shall also be entitled to cast one (1) vote for each Unit owned. Developer is entitled to cast one (1) vote for each unsold Unit and one (1) vote for any Unit in any declared Phase that has not yet been completed.

ARTICLE X

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE AND ENJOYMENT

A. Paragraph 3 of Article X is amended to remove the reference to "forty-eight (48) continuous hours" in that paragraph and to substitute therefore the words "fourteen (14) days."

B. Paragraph 13 of Article X is amended to add the following subparagraph (n):

(n.) Window air conditioning units may be installed in condominium Unit windows only in the following manners, and then only



between June 1 and September 30 of each calendar year. No air conditioning units may remain in any Unit window from October 1 through May 31.

- i. In ground floor Units, an air conditioning unit may be installed only in the master bedroom window of a Unit; and
- ii. In Units above the ground floor, an air conditioning unit may be installed in either the master bedroom window or the great room window of a Unit.

All air conditioning units installed in a Unit window must have been manufactured in or after the year 2001.

ARTICLE XIII

AMENDMENT

A. Paragraph 1 of Article XIII is amended and restated in its entirety as follows:

1. Fractional Interest or Percentage Interest of Ownership. The fractional interest and percentage of interest of ownership of any Unit owner in the common elements appurtenant to a Unit may be amended as provided in this Declaration in conjunction with the construction of one (1) or more additional Phases in this condominium regime. Except as provided in this Declaration for such changes, the fractional interest and percentage interest of ownership of a Unit owner in the common elements of the condominium regime may be amended only by unanimous consent of owners of all of the Units and their mortgagees, provided, in the event of condemnation of any Unit or of long-term obsolescence, the same may be amended as provided in Paragraph 4 of this Article XIII.

B. Paragraph 4 of Article XIII is amended to add the following subparagraph (d) to it:

(d) No Amendment Affecting Developer's Right to Develop Additional Phases. Notwithstanding any other provision of the Declaration or the Bylaws, neither the Declaration nor the Bylaws may be amended without the written consent of Developer to alter, remove, or in any manner change the Developer's rights, at Developer's discretion, to add additional Phases to the condominium regime in accordance with, and as provided for in, this Declaration.

Except as amended herein, the Original Declaration shall remain in full force and effect.

