



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

ALC-BS

This Second Amendment to Declaration of Condominium for Copper Bloom Condominium Homes (the "Second 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 recording of this Second Amendment is the owner of eighteen (18) of the twenty (20) Units and appurtenant interests, elements, and property comprising Phase 1 and Phase 2 of 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 and as amended by that certain First Amendment to Declaration of Condominium for Copper Bloom Condominium Homes recorded with the Gallatin County Clerk and Recorder on November 22, 2002, as Document No. 2088447 (the "First Amendment"). The Original Declaration, the First Amendment, and this Second Amendment together constitute the "Declaration".

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

ARTICLE VI

DEVELOPER'S RESERVED RIGHTS AND POWERS

Article VI is amended to insert a new Paragraph 2.1 as follows:

2.1. Developer's Right to Construct and Transfer Additional Garage Stalls. Developer reserves the right to construct additional Garage Structures on the property to provide garage stalls in addition to those assigned to Units as they are sold and which are appurtenant to each Unit. Developer may assign and transfer these additional garage stalls to particular Units in the Condominium, and any such garage stall so transferred shall become an additional appurtenance to the Unit to which it is transferred. The Association is authorized to, and may, adjust annual assessments to attribute any increased costs associated with any additional Garage Stall assigned to a Unit owner as may be equitable and just.

ARTICLE X



CONDITIONS AND RESTRICTIONS ON OWNERSHIP, USE AND ENJOYMENT

Article X, Paragraph 10(b) is amended and restated to read in its entirety as follows:

- (b) No Unit may be leased until the Association has received, in advance of the signing of any lease, a request from the Unit owner to lease that Unit and, in addition, has granted approval to that Unit owner, in writing, to lease the Unit. No more than twenty-five percent (25%) of the total number of constructed Units can be leased at any time. Failure of a Unit owner to obtain prior, written approval from the Association to lease a Unit shall render the lease null and void, and the Association shall have the right to exclude or evict any tenant who is attempting to occupy or occupying a Unit pursuant to an unauthorized lease. All costs and expenses of the Association associated with enforcement of this provision shall be chargeable to, and payable by, the owner of the Unit affected. The Association shall develop rules and procedures by which Unit owners may make application to the Association for approval to lease a Unit, rules and procedures by which Unit owners may be placed upon a waiting list for the grant of such approval when the twenty-five percent (25%) maximum has been reached, and other rules and procedures necessary and proper for the implementation of this provision. A Unit may be rented or leased by the owner, provided the entire Unit is rented, and the lease is in writing and copy of the lease is filed with the Association prior to possession. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents.

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

Dated this 12 day of December, 2002.

WELLS DEVELOPMENT, L.L.C.

By: Alan L. Wells, Member
Alan L. Wells, Member



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STATE OF MONTANA)
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 County of Gallatin)

This instrument was acknowledged before me on the 12 day of December, 2002, by Alan L. Wells, as a Member of Wells Development, L.L.C., a Montana limited liability company.

(SEAL)



Tom W. Stonecipher
Notary Public in and for the State of Montana
Printed Name: TOM W. STONECIPHER
Residing at: BOZEMAN
My Commission Expires: 4/1/2003