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Denise Nelson, Clk & Rcdr By JB Return To:
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BOZEMAN, MT 59718

**SECOND AMENDMENT TO THE DECLARATION OF THE
EAGLE LANDING CONDOMINIUM VILLAGE**

The SECOND AMENDMENT to the DECLARATION AND BYLAWS FOR EAGLE LANDING CONDOMINIUM VILLAGE (hereinafter referred to as the "Second Amendment") is executed upon the date found at the conclusion of this document by EAGLE'S REST, LLC, a Montana limited liability company, of 18 Wineglass Loop East, Livingston, Montana 59047-8965 (referred to herein as "Declarant") which entity owns a controlling interest in EAGLE LANDING CONDOMINIUM VILLAGE. Reference is made to the DECLARATION FOR EAGLE LANDING CONDOMINIUM VILLAGE (hereinafter referred to as "Declaration") and BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF EAGLE LANDING CONDOMINIUM VILLAGE (hereinafter referred to as "Bylaws"), dated November 15, 2006, recorded January 16, 2007 as Document Nos. 340465 and 340466, and FIRST AMENDMENT TO THE DECLARATION OF THE EAGLE LANDING CONDOMINIUM VILLAGE (hereinafter referred to as "First Amendment"), dated January 18, 2007, recorded January 22, 2007 at 3:54 p.m. (MST) as Document No. 340570 at the office of the Clerk and Recorder of Park County, Montana.

RECITALS

A. That Declarant is the owner of more than seventy-five percent (75%) of all the Units, including the expansion units, in EAGLE LANDING CONDOMINIUM VILLAGE;

B. Pursuant to Article VII of the Declaration, Declarant may unilaterally amend the Declaration until seventy-five percent (75%) of all the Units, including the expansion units, in EAGLE LANDING CONDOMINIUM VILLAGE have been sold;

C. Pursuant to Paragraph 12 of the Bylaws, Declarant may unilaterally amend the Bylaws until seventy-five percent (75%) of all the Units, including the expansion units, in EAGLE LANDING CONDOMINIUM VILLAGE have been built and sold;

D. Declarant now wishes to amend the Declaration and Bylaws; and

E. That if there is any inconsistency or conflict between the terms of this Second Amendment and the Declaration, First Amendment, or Bylaws, the terms of this Second Amendment shall control.

NOW THEREFORE, the Declaration and Bylaws, pursuant to this Second Amendment, shall be modified and amended as follows:

1. The legal description found in Article I, subparagraph 2, Limited Common Elements, of the Declaration shall be amended to read as follows:

Lots 3A & 4A of Amended Subdivision Plat No. 529, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Park County under Documents No. 343515, excepting therefrom the Condominium Units located thereon.

2. Article I, subparagraph 14, Unit Designation, of the Declaration shall be amended to read as follows:

Unit Designation is the combination of letters, numbers and words which identify the designated units. The Units in Phase 1 shall be designated by number as units 1 through 20.

3. The legal description found in Article II, subparagraph 1, Description, of the Declaration shall be amended to read as follows:

Lots 3A & 4A of Amended Subdivision Plat No. 529, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Park County under Documents No. 343515.

4. The legal description found in the Certificate of Name filed with the Declaration shall be amended to read as follows:

Lots 3A & 4A of Amended Subdivision Plat No. 529, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Park County under Documents No. 343515.

5. Article II, subparagraph 6, Parking Garages, of the Declaration shall be amended to read as follows:

Parking Garages and Storage Sheds: The limited common elements include those existing parking garages located along the east boundary of the Property and those located just north of the existing Community Center. The limited common elements shall also include those existing storage units located along the east boundary of the Property.

Was this not attached?

6. The Site Plan attached to the Declaration and referenced as Exhibit A and referenced in Article IV, subparagraph 4, of the Declaration is replaced by the Site Plan marked as Exhibit A-1 attached hereto and incorporated herein by this reference.

7. The second sentence of Article IV, subparagraph 4, Floor Plans and Exhibits, of the Declaration shall be amended by replacing “one hundred sixty (160)” with “one hundred ten (110)”.

8. The second sentence of Article IV, subparagraph 5, Use, of the Declaration shall be amended by replacing “seven (7)” with “three (3)”.

9. Article IV, subparagraph 5 a., Use, of the Declaration shall be amended to read as follows:

There shall be no obstruction of the common elements, nor shall anything be stored in or on the common elements. “Obstruction of the common elements”, includes, but is not limited to, parking or storage of any vehicle, machinery, equipment, campers, trailers, boats, motor homes, recreational vehicles, or other personal property upon landscaped, paved and undeveloped portions of the Property. Any item identified by the Association as an obstruction of the common elements may be removed from the Property and disposed of without liability to the owner, at owner’s expense, upon the expiration of a forty-eight (48) hour notice posted on the item obstructing the common elements. Each Owner shall be obligated to maintain and keep in good order and repair the interior of their unit.

10. Article IV, subparagraph 5 e., Use, of the Declaration shall be amended to read as follows:

No Unit or parking space (designated or common) shall be used for the storage of any inoperable vehicle, machinery or equipment, or other personal property of any quality in excess of the immediate needs and personal use of the Owner of a Unit or the occupants thereof. No recreational equipment or vehicles, including, but not limited to, campers, trailers, motor boats, drift boats, rafts, motor homes, and four wheelers shall be kept on the Property for any duration of time.

11. The first sentence of Article IV, subparagraph 5 i., Use, of the Declaration shall be amended to read as follows:

No junk, garbage, trash, equipment, parts metals, lumber, debris, or other waste shall be allowed on the sidewalk, entrance, or driveway for any unit, or in any of the common areas.

12. The third sentence of the first paragraph of Article VI, Declarant's Right to Change, of the Declaration shall be amended to read as follows:

Until seventy-five percent (75%) of the units, including the expansion units (for a total of 83 Units), have been built and sold, Declarant reserves the right to establish easements, reservations, exceptions and exclusions consistent with the EAGLE LANDING CONDOMINIUM VILLAGE project.

13. The last sentence of Article VI, Declarant's Right to Change, of the Declaration shall be amended to read as follows:

During the period of time when fewer than all of the Units, including the expansion units, have been built and approved for occupancy: (1) the common expenses shall be allocated among the Owners of Units built and approved for occupancy based on their respective percentage interest in the general common elements; and (2) Declarant shall pay the real estate taxes and assessments on that portion of the Property which remains undeveloped but on which condominium units will be subsequently constructed.

14. Paragraph 2 of Article X, Removal or Partition - Subdivision, of the Declaration shall be amended to read as follows:

The plan of removal or partition, abandonment, termination or sale, other than condemnation, shall be agreed to by: (1) eligible mortgage holders that represent at least sixty-seven percent (67%) of the votes of the mortgaged units, or by the votes specified by the Act, whichever is greater; and (2) at least seventy-five percent (75%) of the Unit Owners or by the votes specified in the Act, whichever is greater. Upon obtaining such approvals, the Board shall be empowered to implement and carry out the plan of removal, partition, abandonment, termination or sale.

15. Paragraph 5 of Article XV, Miscellaneous, of the Declaration shall be amended to read as follows:

Service of Process: The name and address of the person to receive service of process for EAGLE LANDING CONDOMINIUM VILLAGE until another designation is filed of record shall be:

Eagle's Rest, L.L.C.

Attn: Patricia Brockway ^{FB}

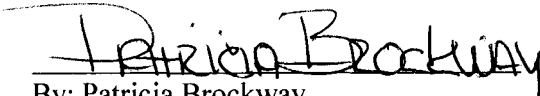
~~18 Wineglass Loop East~~ 135th WINEGLASS DR.
Livingston, Montana 59047-8965

16. Paragraph 2, Membership, of the Bylaws shall be amended to read as follows:

Persons owning a Unit in EAGLE LANDING CONDOMINIUM VILLAGE or owning a unit in any real estate tenancy relationship recognized by the State of Montana shall be a member of the EAGLE LANDING CONDOMINIUM VILLAGE, INC. ("Association"). Membership begins concurrently with the acquisition of an ownership interest and terminates at the time such ownership interest is terminated. Such termination shall not relieve any owner of liability for obligations incurred while a member of the Association; further membership in the Association does not in any way negate or impair any owner's legal remedies, right to bring action, or defenses to any and all actions involving the Association, other Unit Owners, or the Management which may arise from or be incidents of unit ownership.

DATED this ~~25th~~ day of ~~March~~ ^{APRIL} 2012. ^{FB}

EAGLE'S REST, LLC


By: Patricia Brockway
Its: Managing Member


STATE OF FLORIDA)
 :SS
County of Dade)

On the 25 day of ~~March~~ ^{APRIL}, 2012, before me a notary in and for said State, personally appeared Patricia Brockway, known to me to be the managing member of EAGLE'S REST, LLC, the Montana Limited Liability Company that executed the above and foregoing document and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date above written.

Sign: [Signature]
Print: ODALYS GUTIERREZ
Notary Public for the State of ~~Montana~~ FLORIDA
Residing at: 300 ALMENDRA CONALES
My commission expires: SEP/10/12

(S E A L)

NOTARY PUBLIC - STATE OF FLORIDA
 Odalys Gutierrez
Commission # DD809857
Expires: SEP. 10, 2012