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① STC Gr 21-3748

AMENDMENT TO URBAN VILLA CONDOMINIUMS

This Amendment to Urban Villa Condominiums was adopted by URBAN VILLAS, LLC, an Illinois limited liability company as the owner of all units within Urban Villa Condominiums, the Declaration and Bylaws for which were recorded in the office of the Clerk and Recorder of Gallatin County, Montana on November 26, 2007 as Document No. 2285376 and as subsequently amended by Amendments recorded as Document No. 2291189, Document No. 2291762, Document No. 2293617, Document No. 2293618 and Document No. 2298018 ("Declaration and Bylaws"). The Declaration and Bylaws are hereby amended as follows:

1. There shall be two (2) subassociations within Urban Villa Condominiums to be incorporated with the Montana Secretary of State as Montana non-profit mutual benefit corporations. One subassociation shall be the URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - PHASES I AND II. The other subassociation shall be the URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - SUBSEQUENT PHASES.

2. As more specifically described below, the URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - PHASES I AND II shall administer the common elements and other matters associated with the following Units located within Phases I and II of Urban Villa Condominiums:

<u>UNIT</u>	<u>BUILDING</u>	<u>PHASE</u>
A	4	I
B	4	I
C	4	I
D	4	I
E	4	I
F	4	I
G	4	I
H	4	I
I	4	I
A	2	II

B	2	II
C	2	II
D	2	II
E	2	II
F	2	II
G	2	II

3. The members of the URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - PHASES I AND II shall consist of the owners of the Units within Phase I and Phase II of Urban Villa Condominiums as described in Section 2 above.

4. As more specifically described below, the URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - SUBSEQUENT PHASES shall administer the common elements and other matters associated with the additional Units to be added to the condominium as set forth in Section 13 below and following declared but unbuilt Units located within Phase III and Phase IV of Urban Villa Condominiums, as may be amended as set forth in Section 12 below:

<u>UNIT</u>	<u>BUILDING</u>	<u>PHASE</u>
A	3	III
B	3	III
C	3	III
D	3	III
E	3	III
F	3	III
G	3	III
H	3	III
I	3	III
J	3	III
K	3	III
L	3	III
M	3	III
A	1	IV
B	1	IV
C	1	IV
D	1	IV
E	1	IV
F	1	IV
G	1	IV
H	1	IV
I	1	IV
J	1	IV
K	1	IV
L	1	IV

5. The members of the URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - SUBSEQUENT PHASES shall consist of the owners of the Units within Phase III and Phase IV of Urban Villa Condominiums, as may be amended, as described in Section 4 above and the additional Units that may be added to the condominium as described in Section 13 below.

6. For each subassociation, membership begins concurrently with the acquisition of an ownership interest of a Unit in such Unit's designated subassociation and terminates at the time such ownership interest is terminated. Each subassociation shall be governed by a Board of Directors elected by majority of the unit ownership voting interest of the Units within such subassociation by noncumulative voting. Each subassociation hereby adopts the Bylaws of the Urban Villa Condominium Owners Association recorded with the Declaration and Bylaws as such subassociation's bylaws to be applicable to and binding upon each subassociation except that all references to the "Urban Villa Condominium Owners Association" or "the Association" shall be changed to URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - PHASES I AND II for such subassociation and to URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - SUBSEQUENT PHASES for such subassociation. Each subassociation may subsequently amend the bylaws applicable to such subassociation upon affirmative vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast within such subassociation in the manner set forth in the Bylaws recorded with the Declaration and Bylaws.

7. The URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - PHASES I AND II shall maintain and administer that portion of the common elements of the Urban Villa Condominiums as shown and described on Exhibit 1 attached hereto (hereafter the "Phases I and II Common Elements") including (but not limited to) all public access easements located on such Phases I and II Common Elements.

8. To the greatest extent possible, all rights, powers and obligations of the Urban Villa Condominium Owners Association as to the general common elements located within the Phases I and II Common Elements shall be exercised by, assigned to and assumed by the URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - PHASES I AND II. To the greatest extent possible, all rights, powers and obligations of the Urban Villa Condominium Owners Association as to the limited common elements of the Units within Phase I and Phase II of Urban Villa Condominiums as described in Section 2 above shall be exercised by the URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - PHASES I AND II.

9. The URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - SUBSEQUENT PHASES shall maintain and administer that portion of the common elements of the Urban Villa Condominiums as shown and described on Exhibit 1 attached hereto (hereafter the "Subsequent Phases Common Elements") including (but not limited to) all public access easements located on such Subsequent Phases Common Elements.

10. To the greatest extent possible, all rights, powers and obligations of the

Urban Villa Condominium Owners Association as to the general common elements located within the Subsequent Phases Common Elements shall be exercised by, assigned to and assumed by the URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - SUBSEQUENT PHASES. To the greatest extent possible, all rights, powers and obligations of the Urban Villa Condominium Owners Association as to the limited common elements of the Units within the Subsequent Phases of Urban Villa Condominiums as described in Section 4 above and Section 13 below shall be exercised by the URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION - SUBSEQUENT PHASES.

11. The undersigned, URBAN VILLAS, LLC, an Illinois limited liability company, is currently the Successor Declarant for the Urban Villa Condominiums and currently has all Declarant rights under the Declaration and Bylaws, including the right to construct additional buildings and phases of the Urban Villa Condominiums. The undersigned Successor Declarant shall have the right to separately assign all rights of the Declarant including (but not limited to all expansion rights) as to the Phases I and II Common Elements and as to the Subsequent Phases Common Elements by recording an Assignment of Declarant Rights with the Clerk and Recorder of Gallatin County, Montana. Upon the recording of such Assignment, the assignee thereof shall be the Successor Declarant as to the specific Common Elements specified in such Assignment.

12. The Successor Declarant for the Subsequent Phases Common Elements shall have the right to construct the declared but unbuilt Units in Phase III and Phase IV as described in Section 4 above. The Successor Declarant for the Subsequent Phases Common Elements shall have the absolute and unrestricted right to change the location, configuration, designation, size, number, and all other attributes of said Units in Phases III and IV including the number of Buildings containing said Units in Phases III and IV in said Successor Declarant's sole discretion. Within thirty (30) days from the date of completion of the Units within Phases III and IV of Urban Villa Condominiums, the Successor Declarant for the Subsequent Phases Common Elements shall file an amendment to the Declaration and Bylaws in the office of the County Clerk and Recorder, Gallatin County, Montana, to which shall be attached a verified statement of a registered architect, registered professional engineer, or registered professional land surveyor certifying that the floor plans previously filed or being filed simultaneously with the amendment fully and accurately depict the layout of such Units as built and the date construction of such Units was completed. The Successor Declarant for the Subsequent Phases Common Elements reserves the right to modify all aspects of the characteristics, size, layout and designation of the Buildings and Units that will constitute Phases III and IV, including but not limited to revisions to the Site Plan and Floor Plans previously submitted as well as the schedule of the percentage of undivided ownership of all Units in all Phases of the Urban Villa Condominiums. The Successor Declarant for the Subsequent Phases Common Elements shall have the right to adjust the phase designations for declared and unbuilt Units on the Subsequent Phases Common Elements and new Units added to the condominium on the Subsequent Phases Common Elements pursuant to Section 13 below. All such changes shall be set forth in amendments to the Declaration and Bylaws.

13. At such time as the Successor Declarant for the Subsequent Phases Common Elements wishes to add additional Units to the Urban Villa Condominiums on the Subsequent Phases Common Elements (in addition to the declared but unbuilt Units in Phases III and IV as described above), said Successor Declarant shall record, for each phase, in the office of the Clerk and Recorder of Gallatin County, Montana, a Supplemental Declaration containing:

- a. A site plan showing the Building or Buildings added to the condominium regime and showing any changes to the Subsequent Phases Common Elements of the condominium;
- b. A designation of the Units within the Buildings constructed or to be constructed on Subsequent Phases Common Elements with the same to be shown on the site plan to be recorded;
- c. Floor plans showing the Units to be contained within the additional Buildings to be constructed and added to this condominium regime together with the numbers given to the specific Buildings and letters given to the specific Units;
- d. A description of the Buildings and the materials of which they are constructed;
- e. A schedule of the 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 percentages of interest in the expanded or new condominium regime;
- f. To be and remain in compliance with the provisions of Section 70-23-306, MCA, at the time of the filing of such Supplemental Declarations, a revised site plan and floor plans together with a certificate executed by an architect, land surveyor, or engineer shall be prepared and recorded, certifying and showing that the said 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
- g. 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 and Bylaws or any of the amendments thereto.

14. The Successor Declarant for the Subsequent Phases Common Elements may amend, relocate, terminate or modify all public access easements located on the Subsequent Phases Common Elements, including (but not limited to) those certain Public Access Easements recorded as Document Nos. 2264939, 2273768, and 2273769, records of Gallatin County, Montana provided said Successor Declarant obtains the written and

recorded consent of the City of Bozeman to the same (the "Public Access Easement Amendments").

15. At such time as the Successor Declarant for the Subsequent Phases Common Elements elects to file such Supplemental Declaration(s) as to the Subsequent Phases Common Elements and/or Public Access Easement Amendments on the Subsequent Phases Common Elements, all then existing condominium Unit Owners and the Association hereby covenant and agree that they will, upon request, join in the execution of such amendment papers agreeing, consenting and joining in such Supplemental Declaration(s) and/or Public Access Easement Amendments, and further agreeing to reduce their percentage of ownership interest in the General Common Elements based on relative square footage of each Unit. The within agreement shall be a covenant running with the land, and shall be binding upon the Association and 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(s) and/or Public Access Easement Amendments regarding the Subsequent Phases Common Elements and join in the same, and by this covenant agree and consent to the appointment of said Successor Declarant as its attorney-in-fact, coupled with an interest, so that the Successor Declarant of the Subsequent Phases Common Elements may in its discretion simply file the Supplemental Declaration(s) and/or Public Access Easement Amendments on its own initiative, having been herein given the power and authority to make such amendment regarding the Subsequent Phases Common Elements only for and on behalf of the Association and all Unit Owners in Urban Villa Condominiums.

16. The rights, powers and obligations assigned to and assumed by each respective subassociation as described above shall include (but shall not necessarily be limited to) the following, which shall, to the greatest extent possible, be exercised in the same manner as exercised by the Urban Villa Condominium Owners Association as set forth in the Declaration and Bylaws:

16.1 the obligation to generally govern and manage the business and affairs of the Units, general common elements, and limited common elements assigned to each respective subassociation;

16.2 the obligation to maintain the general common elements and limited common elements assigned to each respective subassociation including (but not limited to) snow removal from sidewalks, lawn care, and landscaping;

16.3 the right to levy and collect assessments against the Units within each respective subassociation, which shall include the right to file liens for nonpayment of assessments with the Clerk and Recorder of Gallatin County (and to foreclose said liens) in the same manner as set forth in the Declaration and Bylaws, which liens for unpaid assessments shall be subordinate to the lien of any first mortgage or deed of trust recorded against such Unit;

16.4 the right to enter into a contract for professional management of each

subassociation's affairs;

16.5 the right to approve or disapprove alterations or improvements to a Unit and the painting or decoration of the exterior facade of the buildings assigned to each respective subassociation;

16.6 the right to make minor alterations and improvements to buildings or other common elements assigned to each respective subassociation;

16.7 the right to designate and control parking for outside parking spaces on the common elements assigned to each respective subassociation;

16.8 the right to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of the Units, general common elements, and limited common elements assigned to each respective subassociation;

16.9 the right to review and approve or disapprove of signs visible from the outside of any Unit for the Units and common elements assigned to each respective subassociation;

16.10 the obligation to notify a holder, insurer, or guarantor of a mortgage on any Unit of certain occurrences as set forth in the Declaration and Bylaws;

16.11 the right and obligation to manage, control and deal with the interest of the owners of Units within each designated subassociation so as to permit the subassociation to fulfill all of its duties and obligations, and to exercise all of its rights, to deal with the Units and common elements assigned to such subassociation upon their destruction or obsolescence as set forth in the Declaration and Bylaws and to deal with and handle insurance and insurance proceeds and condemnation and condemnation awards, and each subassociation is hereby appointed attorney-in-fact for the owners of each and every Unit within such subassociation to carry out the powers and duties set forth in this paragraph;

16.12 the obligation to purchase insurance for each subassociation and upon the common elements assigned to each respective subassociation in the same manner as set forth in the Declaration and Bylaws;

16.13 the obligation for reconstruction and repair after casualty as set forth in the Declaration and Bylaws for the Units, general common elements, and limited common elements assigned to each respective subassociation; and

16.14 the right to enforce compliance with the covenants, rules and regulations applicable to the Units and common elements assigned to each subassociation.

17. Each subassociation may record separate covenants, conditions and restrictions applicable to the Units within such subassociation upon the affirmative vote of at least seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast within such subassociation. In the event of a conflict between the covenants, conditions and restrictions set forth in the Declaration and Bylaws and the covenants, conditions and restrictions adopted by a subassociation, the more restrictive covenants, conditions and restrictions shall apply.

18. Nothing herein shall be construed as terminating the Urban Villa Condominium Owners Association, which shall continue to exist and of which each Unit Owner within Urban Villa Condominiums shall continue to be a member. The intent of this Amendment is to delegate all (or as many possible) of the rights, powers and obligations of the Urban Villa Condominium Owners Association to each subassociation.

19. In the event that the board of directors of one subassociation learns of, or is confronted with, unforeseen maintenance issues or expenses that are not addressed within this document but which involve the condominium as a whole rather than just one subassociation, such board shall confer with the board of the other subassociation to determine the appropriate course of action to address such circumstances. In the event that the boards cannot reach a resolution or if the resolution requires an assessment of all of the owners within Urban Villa Condominiums, a meeting of the entire membership in Urban Villa Condominium Owners Association shall be held to address the matter. In the event that such issue affects the entire condominium, all owners of built and declared units shall pay their respective share as set forth in the Declaration and Bylaws of the cost to resolve the issue as determined at the meeting of the entire membership in Urban Villa Condominium Owners Association.

20. Except as amended as set forth above, the Declaration and Bylaws remain in full force and effect. In the event of any conflict between the terms of said Declaration and Bylaws and this Amendment, the terms of this Amendment shall control. This Amendment shall run with the land and shall bind the heirs, successors, and assigns of the owners of the real property located within Urban Villa Condominiums.

DATED this 15 day of March, 2022.

[SIGNATURE ON FOLLOWING PAGE]

URBAN VILLAS LLC, an Illinois limited liability company, by

THE ALEXANDER COMPANIES LLC, Manager, by

*[Handwritten signature]*

David B. Rasmussen, Manager

STATE OF Ill )

: ss.

County of cook )

On this 15<sup>th</sup> day of March, 2022, before me, a Notary Public in and for said State, personally appeared DAVID B. RASMUSSEN, Manager of THE ALEXANDER COMPANIES LLC, Manager of URBAN VILLAS LLC, an Illinois limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.

*Nadile Custo*

Printed Name: Nadile Custo

Notary Public for the State of IL

Residing at 1855 Green Bay, PE Wilmette, IL 60091

My commission expires: 2-27-2024

