



MONTANA TITLE & ESCROW
A MOTHER LODE COMPANY

PROPERTY PROFILE

This Property Profile is furnished for informational purposes only and is not a full title search.

It is deemed reliable, but not guaranteed.



info@montanatitle.com



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DEMAND THE *best!*



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MONTANA TITLE & ESCROW
A MOTHER LODGE COMPANY

LAST DEED OF RECORD

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RECORDED AS AN ACCOMMODATION ONLY
NO ASSURANCE IS GIVEN AS TO THE
ACCURACY OF THIS DOCUMENT
M-35535

2778348

Page 1 of 2 06/14/2022 11:23:34 AM Fee: \$16.00
Eric Semerad - Gallatin County, MT DEED

Please return to:
Flood Gates, LLC
2320 W. Main St., Ste 6
Bozeman, MT 59718

QUIT CLAIM DEED

FOR ADEQUATE CONSIDERATION, 2AD LLC, a Montana limited liability company, as Transferor, does hereby convey, remise, release and forever quitclaim unto FLOOD GATES, LLC, a Montana limited liability company of 2320 West Main Street, Suite 6, Bozeman, Montana 59718, as Transferee, the following described real property located in Gallatin County, Montana to-wit:

Units of Urban Villa Condominiums as set forth below, located on Lot 3A of Block 2 of Cattail Creek Subdivision, Phase 3, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. (Plat Reference J-415-A) Together with an undivided percentile interest in the common elements of the condominium, which are appertaining to each unit as set forth below, the Declaration and Bylaws for which were recorded on November 26, 2007, Document No. 2285376, and Amendments recorded as Document No. 2291189, Document No. 2291762, Document No. 2293617, Document No. 2293618 and Document No. 2298018, records of Gallatin County, Montana. The use of this condominium shall be for commercial or residential purposes as designated.

	<u>Building 1</u>
Unit A	3.107%
Unit B	3.107%
Unit C	2.049%
Unit D	3.107%
Unit E	4.750%
Unit F	2.212%
Unit G	2.852%
Unit H	2.049%
Unit I	2.852%
Unit J	1.955%
Unit K	2.212%
Unit L	2.049%

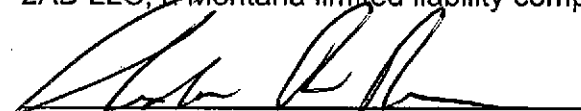
	<u>Building 3</u>
Unit A	2.049%
Unit B	1.948%
Unit C	3.107%
Unit D	2.049%
Unit E	4.750%
Unit F	3.107%
Unit G	2.049%
Unit H	3.107%
Unit I	4.750%
Unit J	2.049%
Unit K	3.107%
Unit L	1.948%
Unit M	2.049%


TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and possession, claim and demand whatsoever as well in law as in equity of the Transferor.

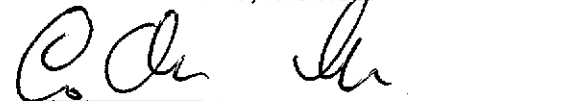
TO HAVE AND TO HOLD unto the said Transferee, its successors and assigns forever.

DATED this 8 day of JUNE, 2022.

2AD LLC, a Montana limited liability company, by

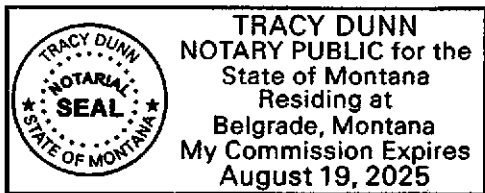

Andrew R. Rowe, Member



Dan Barnes, Member


C. Adam Lamb, Member

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 8 day of June, 2022, before me, a Notary Public in and for said State, personally appeared ANDREW R. ROWE, DAN BARNES, and C. ADAM LAMB, Members of 2AD LLC, a Montana limited liability company, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that the company executed the same.




Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My commission expires: _____



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APPLICABLE TAXES



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Shopping Cart: 0 items [\$0.00]

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[History](#)

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[PayTaxes](#)

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Property/Parcel TaxID: RFG53069

Status: Current

Receipt: 24569

2025 Owner(s):
FLOOD GATES LLC

Mailing Address:

2320 W MAIN ST STE 6
BOZEMAN, MT 597183977

Levy District:

0350-08, 7C BOZEMAN(C)BZP

[Tax Comparison](#)

2025 Value:

Market Value \$24,212
Taxable: \$184

[Detail](#)

2025 Taxes:

[View Pie Charts](#)

First Half: \$187.93 **Due:** 12/8/2025
Second Half: \$187.91 **Due:** 6/1/2026
Total: \$375.84

[Show Current Tax Bill](#)

[Detail](#)

2025 Payments:

First Half: \$187.93
Second Half: \$0.00
Total: \$187.93

(May include penalty & interest)

2025 Legal Records:

Geo Code: 06-0904-35-2-25-01-7001 **Instru#:** 2778347 **Date:** 2022-06-08

Property address: N 27TH AVE UNIT A BLDG 1, BOZEMAN MT

TRS: T01 S, R04 E, Sec. 35

Legal: URBAN VILLA CONDO, S35, T01 S, R04 E,
BUILDING 1, UNIT A

Note:

If you are having trouble using this search page, please contact our office at 406-582-3033.

If you believe there is an error on the property owner's name, geo-code, address, etc., or have questions regarding your market and/or taxable value, please contact the Montana Department of Revenue – Bozeman Office, at 406-582-3400.

*The accuracy of this data is not guaranteed. Property tax data was last updated 03/30/2026 06:30 PM.



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Shopping Cart: 0 items [\$0.00] 🛒

New Search

Detail

Payoff

Help

Property/Parcel TaxID: RFG53069

Status: Current

Type: RE

Owner: FLOOD GATES LLC

History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
2025	24569	10/28/2025	\$375.84	12/4/2025	\$187.93 \$0.00	
2024	82867	10/30/2024	\$361.88	12/12/2024 5/21/2025	\$180.95 \$180.93	
2023	24435	11/13/2023	\$225.30	12/21/2023 5/10/2024	\$112.66 \$112.64	
2023	83638	03/13/2024	\$8.09	5/10/2024	\$0.00 \$8.09	
2022	53069	10/24/2022	\$69.89	12/3/2022 5/16/2023	\$34.95 \$34.94	
2021	53069	10/27/2021	\$64.15	12/14/2021 3/23/2022	\$32.08 \$32.07	
2020	22807	11/05/2020	\$87.19	12/5/2020 2/22/2021	\$43.60 \$43.59	
2019	53069	10/30/2019	\$89.18	12/27/2019 7/27/2020	\$44.60 \$46.21	
2019	6939	06/24/2020	\$86.93	7/27/2020	\$0.00 \$90.10	
2018	53069	10/31/2018	\$107.37	12/6/2018 5/26/2019	\$54.86 \$53.68	
2017	53069	10/31/2017	\$100.38	11/17/2017 6/7/2018	\$50.20 \$51.28	
2016	53069	11/16/2016	\$94.17	11/18/2016 5/26/2017	\$47.09 \$47.08	
2015	53069	10/31/2015	\$94.27	11/17/2015 5/24/2016	\$47.14 \$47.13	
2014	53069	10/31/2014	\$208.11	11/13/2014 5/29/2015	\$104.06 \$104.05	
2013	53069	10/31/2013	\$199.67	11/25/2013 5/28/2014	\$103.14 \$96.53	
2012	53069	10/24/2012	\$173.85	11/20/2012 5/31/2013	\$86.93 \$86.92	



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Shopping Cart: 0 items [\$0.00]

New Search

Detail

View Pie Charts

Help

Tax Year: 2025 **Property/Parcel TaxID:** RFG53069

Status: Current

Type: RE

Owner: FLOOD GATES LLC

2025 Tax Breakdown:

Stat#	Kind	Description	1st Half	2nd Half
24569	CITY/RURAL	CITY/RURAL TAXES	\$17.56	\$17.55
24569	COUNTY	COUNTY TAXES	\$4.61	\$4.61
24569	PUBLIC SAFETY	PUBLIC SAFETY	\$3.14	\$3.14
24569	SCHOOL	LOCAL SCHOOL TAXES	\$16.77	\$16.77
24569	SPECIAL: 0110	GLTN CONSV DIST MILLS	\$0.05	\$0.05
24569	SPECIAL: 0270	BZN STREET MNTC	\$66.39	\$66.39
24569	SPECIAL: 0272	BZN TREE MNTC	\$7.13	\$7.13
24569	SPECIAL: 0274	BZN ART & COLL ST MNTC	\$14.03	\$14.03
24569	SPECIAL: 0276	BZN PARKS & TRAILS	\$48.73	\$48.73
24569	SPECIAL: 0300	OPEN SPACE BOND MILLS	\$0.09	\$0.08
24569	STATE SCHOOL	STATE SCHOOL TAXES	\$8.74	\$8.74
24569	UNIVERSITY	UNIVERSITY/COLLEGE	\$0.69	\$0.69

1st Half Total: \$187.93

2nd Half Total: \$187.91

Total Tax: \$375.84

Note:

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*The accuracy of this data is not guaranteed. Property tax data was last updated 03/30/2026 06:30 PM.

Payments can be sent to:

Gallatin County Treasurer
311 West Main, Room 103
Bozeman, MT 59715

Click2Gov Assessment Billing - Account Inquiry

Account ID:

221740

Owner Name:

FLOOD GATES LLC

Location ID:

221740

Address:

3219 N 27TH AVE UNIT A, BOZEMAN, MT 59718

County Parcel #

RFG53069

General Account Information

Assessment Information for 2026

Billed Assessments:

\$30.48

Current Assessments Due :

\$15.24

Interest, Penalties, and Collections:

\$0.00

Total Due:

\$15.24

[Pay Bill](#)

"LOG IN" is not required.



MONTANA TITLE & ESCROW
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COUNTY ASSESSMENT INFORMATION

Tax Year: 2026

Scale: 1:36978595.47 Basemap: Cadastral Application Base Map



Summary

Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 06-0904-35-2-25-01-7001

Assessment Code: 00RFG53069

Primary Owner:

FLOOD GATES LLC
2320 W MAIN ST STE 6
BOZEMAN, MT 59718-3977
Note: See Owners section for all owners

Property Address:

N 27TH AVE
n/a

Certificate of Survey: n/a

Legal Description: URBAN VILLA CONDO, S35, T01 S, R04 E, BUILDING 1, UNIT A

Last Modified: 3/21/2026 18:58:21 PM

Tax Year: 2026

General Property Information

Neighborhood: 206.700.K	Property Type: Condominium
Living Units: 1	Levy District: 06-035008-7C 08
Zoning: n/a	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: 3.107	Limited: n/a

Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

Land Summary

Land Type:	Acres:	Value:
Grazing	n/a	n/a
Fallow	n/a	n/a
Irrigated	n/a	n/a
Continuous Crop	n/a	n/a
Wild Hay	n/a	n/a
Farmsite	n/a	n/a
ROW	n/a	n/a
NonQual Land	n/a	n/a
Total Ag Land	n/a	n/a
Total Forest Land	n/a	n/a
Total Market Land	n/a	n/a

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
6/8/2022	n/a	n/a	6/14/2022	2778347	Warranty Deed
3/16/2022	n/a	n/a	3/18/2022	2770472	Warranty Deed
6/29/2018	n/a	n/a	7/2/2018	2618171	Warranty Deed
6/13/2011	n/a	n/a	6/13/2011	2380450D	Warranty Deed

Owners

Tax Year: 2026

Party #1

Default Information:	FLOOD GATES LLC 2320 W MAIN ST STE 6 BOZEMAN, MT 59718-3977
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	8/1/2022 7:49:38 AM

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2025	24212	n/a	24212	COST
2024	35056	n/a	35056	COST
2023	35056	n/a	35056	COST

Market Land

No market land exists for this parcel

Dwellings

No dwellings exist for this parcel

Other Buildings

No other buildings exist for this parcel

Commercial

Tax Year: 2026

No commercial buildings exist for this parcel

Ag/Forest Land

No ag/forest land exists for this parcel

Conservation Easements

No conservation easements exist for this parcel

Disclaimer

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PROPERTY PLAT MAP

J-415-A

AMD CATTAIL CREEK SUB PH 3

SURVEY REQUESTED BY OWNERS TO AGGREGATE 2 EXISTING LOTS INTO 1 NEW LOT WITHIN A PLATTED SUBDIVISION, AND EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO 76-3-207(2)(4) M.C.A.

OWNERS: JANICE L. SCHWARTZ
JAMES R. SCHWARTZ
JASON R. SCHWARTZ
DEED REF: DOC. NO. 2221147

AMENDED PLAT OF LOTS 3 AND 4, BLOCK 2 J-415A

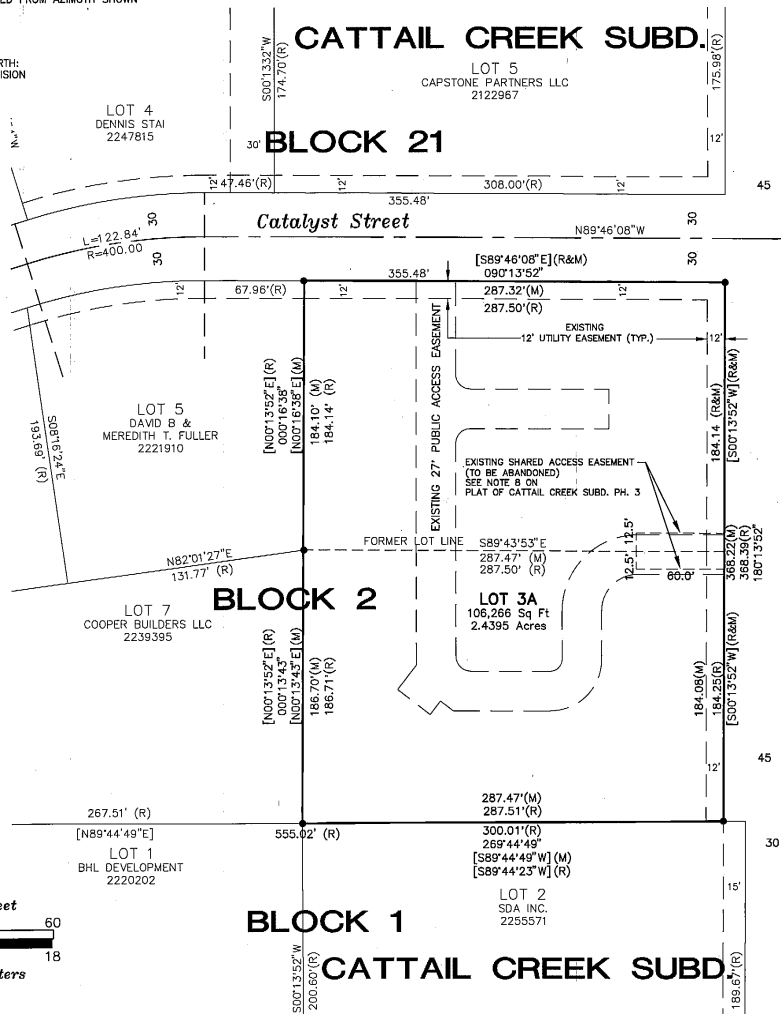
CATTAIL CREEK SUBDIVISION PHASE 3

LOCATED IN THE NW 1/4 OF SEC. 35, T. 1 S., R. 5 E.
OF P.M.M., GALLATIN COUNTY, MONTANA

LEGEND

- FOUND 5/8 INCH REBAR WITH 1 1/4 INCH YELLOW PLASTIC CAP MARKED (#12251S) OR AS NOTED
- SET 5/8 INCH REBAR WITH 1 1/4 INCH PLASTIC CAP MARKED (C&H ENGR. #9518ES)
- (R) RECORD DISTANCE OR AZIMUTH
- (M) MEASURED DISTANCE OR AZIMUTH

[N45°30'00"E] BEARING COMPUTED FROM AZIMUTH SHOWN
YPC YELLOW PLASTIC CAP
FD FOUND
WC WITNESS CORNER
BASIS FOR AZIMUTHS FROM NORTH:
PLAT OF CATTAIL CREEK SUBDIVISION
PHASE 3



PHASE 3

LOT 4
SCHROEDER HOMES INC.
2219761

LOT 3
SCHROEDER HOMES INC.
2219761

LOT 2
SCHROEDER HOMES INC.
2219761

LOT 1
GEORGE AND SUZAN FRYE 64.5%
STARLIGHT INC. PSP 35.49%
2152981

PHASE 1

CERTIFICATE OF CONSENT AND CERTIFICATE OF EXEMPTION
We, the undersigned property owners, do hereby certify that we have caused to be surveyed, subdivided and platted into lots, as shown by this plat hereunto included, the following described tract of land, to wit:

LEGAL DESCRIPTION

Lots 3 and 4, Block 2, CATTAIL CREEK SUBDIVISION PHASE 3, according to the plat thereof, on file and of record in the office of the Clerk and Recorder, Gallatin County, Montana, and located in the Northwest Quarter of Section 35, Township 1 South, Range 5 East of P.M.M.

Area = 106,266 square feet, 2.4395 acres or 9,872.4 square meters. Subject to existing easements.

The above described tract of land is to be known and designated as AMENDED PLAT OF LOTS 3 AND 4, BLOCK 2, CATTAIL CREEK SUBDIVISION PHASE 3, City of Bozeman, Gallatin County, Montana. The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, electric power, gas, internet, cable television, or other similar utility or service, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'Utility Easement' to have and to hold forever.

CERTIFICATE OF EXEMPTION

(AGGREGATION OF LOTS)

We certify that the purpose of this survey is to aggregate two existing lots into one new lot, within a platted subdivision, and that this exemption complies with all conditions imposed on its use. Therefore this survey is exempt from review as a subdivision pursuant to Section 76-3-207 (1)(c), M.C.A., and the Bozeman Unified Development Ordinance.

Lot 3A, as shown hereon, is exempt from review as a subdivision by the Montana Department of Environmental Quality pursuant to ARM 17.38.605 (2)(b).

Dated this 8th day of June, 2007. *Janice L. Schwartz* James R. Schwartz
Jason R. Schwartz
James R. Schwartz

STATE OF MONTANA
COUNTY OF GALLATIN
On this 8 day of June in the year 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jason R. Schwartz, Janice L. Schwartz, and James R. Schwartz known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.
Janice P. Helms
NOTARY PUBLIC FOR THE STATE OF MONTANA
Janice R. Helms
my commission expires July 30 2009

CERTIFICATE OF SURVEYOR

I, Mark A. Chandler, Professional Engineer and Land Surveyor No. 9518ES, do hereby certify that between May 30, 2007 and June 2, 2007, this survey was prepared under my direct supervision, and I have plotted the same as shown on the accompanying plat, and as described, in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-125, M.C.A., and the Bozeman Unified Development Ordinance.

Dated this 8th day of June, 2007.

Mark A. Chandler
Mark A. Chandler
Montana Registration No. 9518ES

CERTIFICATE OF PLANNING DIRECTOR

I, Planning Director for the City of Bozeman, do hereby certify that the use of the exemption claimed on the accompanying Amended Plat has been duly reviewed and has been found to conform to the requirements of the Subdivision and Platting Act, Section 76-3-101, M.C.A., and the Bozeman Unified Development Ordinance.

Dated this 19th day of June, 2007.

Andrew Eggle
Andrew Eggle
Planning Director, City of Bozeman, Montana

CERTIFICATE OF COUNTY TREASURER

I, Kimberly Buchanan, Treasurer of Gallatin County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided are paid.

Dated this 11th day of June, 2007.

Kenneth R. ...
Kenneth R. ...
Deputy Treasurer of Gallatin County

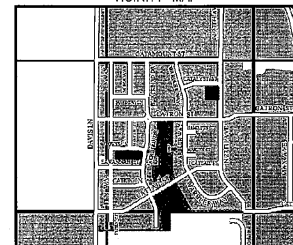
CERTIFICATE OF CLERK AND RECORDER

I, Charlotte Wiley, Clerk and Recorder of Gallatin County, Montana, do hereby certify that the foregoing instrument was filed in my office of 2:30 o'clock P.M. this 18th day of June, 2007, and recorded in Book of Plats, on Page 418, records of the Clerk and Recorder, Gallatin County, Montana.

Doc # 2269775

Paula Rose ...
Paula Rose
Deputy Clerk and Recorder

VICINITY MAP



2269775
Page 1 of 1
06/18/2007 10:02A



#06246(AP)



Engineering and Surveying Inc.
1091 Stoneridge Drive • Bozeman, MT 59718
Phone (406) 587-1115 • Fax (406) 587-9768
www.chengineers.com • info@chengineers.com



COVENANTS AND/OR BYLAWS

Covenants contained within this profile do not constitute a full title search and cannot be relied upon as complete and true.

A complete review of covenants noted in a title commitment must be reviewed prior to any real estate closing.



2285376

Page: 1 of 45
11/26/2007 04:00P

Charlotte Mills-Gallatin Co MTMISC 335.00

DECLARATION OF UNIT OWNERSHIP FOR URBAN VILLA CONDOMINIUMS

By this Declaration, Jason Schwartz, James R. Schwartz and Jan Schwartz do hereby submit the real property described herein to the provisions of Montana Code Annotated §70-23-101 *et seq.*, Unit Ownership Act of the State of Montana.

i. Definitions:

The following definitions shall apply to this Declaration and the Bylaws for Urban Villa Condominium Owners Association:

- (a) "Association" means Urban Villa Condominium Owners Association, consisting of all unit owners of Urban Villa Condominium units.
- (b) "Common elements" mean the general common elements and the limited common elements.
- (c) "General Common Elements" mean all those elements which are for the use of all owners and guests of owners of Urban Villa Condominium units.
- (d) "Limited Common Elements" mean those common elements designated in the Declaration or by agreement of the unit owners which are reserved for the use of fewer than all of the unit owners and guests of unit owners of Urban Villa Condominium units.
- (e) "Majority of Unit Owners" means those owners who own more than 50% of the undivided interest in the common areas.
- (f) "Unit" means the separate condominium units of Urban Villa Condominiums
- (g) "Unit Owner or Owners" mean(s) a person, or other legal entity owning a unit, including a purchaser under contract if notice of such is duly recorded, and including co-owners. A lessee of a unit is not a unit owner.

2. Description of Land and Purpose of Declaration



The purpose of this Declaration is to submit the real property and improvements described herein to the Condominium form of ownership provided by the Montana Unit Ownership Act, Chapter 23, Title 70, Montana Code Annotated. Except as otherwise provided above, terms in this Declaration and the Bylaws of the Association shall be those definitions used in the Montana Unit Ownership Act. The real property included within the project is located in Gallatin County, Montana, is owned in fee simple by Jason Schwartz, James R. Schwartz and Jan Schwartz and is more particularly described as follows:

Lot 3A of Block 2 of Cattail Creek Subdivision, Phase 3, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana (Plat Reference J-415).

The provisions of this Declaration and the Bylaws of the Association are covenants running with the land and are binding on all owners, their tenants, employees, and guests, as long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

3. Name and Description of Project.

The property shall be known as Urban Villa Condominiums.

The project consists of four (4) separate buildings with forty-one (41) separate units. The buildings are of wood frame construction, with concrete foundation, composite clapboard exterior, and asphalt shingle roofs. The site plan showing the location of the buildings on the property, the floor plans for each unit, the size of each unit, and the location and unit designation for each unit are shown on the attached **Exhibit A**.

4. Unit Designation, Location and Area of Each Unit.

Each unit owner shall be a fee simple owner of the unit and of an undivided interest



in the common elements. The percentage of the undivided interest for each unit is as set out in **Exhibit B** attached hereto.

Each unit shall include the part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

- a. Upper and Lower Boundaries: the upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the parametrical boundaries:
 - 1. Upper Boundary: the plane of the lowest surfaces of the attic ceiling for all units, including all mechanical rooms (attics) located within the trusses above the third floor ceilings.
 - 2. Lower Boundary: the plane of the highest surface of the concrete slab.
- b. Parametrical Boundaries: the parametrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:
 - 1. Exterior Building Walls: the plane formed by the exterior of perimeter walls of the buildings and such boundary shall be extended so as to include within it all windows in the Unit and shall be to the center line of any common wall.
 - 2. Interior Building Walls: the vertical planes of the centerline of the walls bounding a Unit extended to an intersection with other Parametrical boundaries. Where walls between units are of varying thicknesses, the plane of the centerline of a boundary wall shall be the median line drawn between the two outermost boundaries of such wall.

5. General Common Elements.

The general common elements include but is not necessarily limited to the land described in paragraph 2 above, grounds surrounding the buildings, the common electrical, gas, telephone, sewer, water, and other utility lines or pipe lines serving all units or the common areas, the exterior walls, foundation and roof of the building,



interior weight-bearing walls, floors and ceilings not located within a particular unit, all exterior walkways, garbage dumpster storage areas, garbage removal service for all of the units or the common areas, landscaping, irrigation system on the property for landscape maintenance, storm water drainage facilities, lights and lawn. See Exhibit A.

Although the lawn areas set forth herein and described on Exhibit A as “Landscape” are General Common Elements, fences may not be constructed on such areas, unless the fence is placed along the southern or western property boundary lines, or as necessary to screen electrical and gas meters. Such fences will be built in all respects to comply with the requirements of Cattail Creek Subdivision regulations, City of Bozeman zoning regulations and shall not be placed within any utility easements. Fences shall be constructed with a finished side out. The cost of such construction, associated maintenance and any removal costs will be borne solely by the Unit Owner requesting the fence. Once approved and constructed, the fence(s) will be allowed to remain in place for at least so long as the requesting Unit Owner remains a Unit Owner. If the Unit Owner who requested the fence ceases to be a Unit Owner, the Association will have the authority to determine whether the fence(s) will remain. The construction of any such fences in no way changes the designation of such Lawn/Landscape areas as General Common Elements.

6. Limited Common Elements.

Includes but is not necessarily limited to flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical, gas, cable television lines, hot and cold water pipes (all such utility pipes and lines are limited common elements where they service only separate units; where they service all units, they shall be general common elements), stairways, balconies, entrances, stoops, furnaces, patios, decks, driveways, stairwells and stairways, boilers, hot water tanks and fixtures, or other portions of the building servicing only a particular unit or less than all of the units. Also included but not necessarily limited to the driveway area leading to each

individual garage for each unit, windows located within each particular unit, and deck/patio areas, as shown in Exhibit A.

7. Use of Units.

Units designated as such are for residential use only. Some units are designated for commercial/residential use. Designated units may be used for any lawful residential or commercial use subject to the use restrictions contained in the Bylaws of the Association, the Cattail Creek Subdivision Regulations and the Bozeman Municipal Code.

8. Process.

Service of process in the cases provided for in Montana Code Annotated § 70-23-901 shall be made upon Jane Mersen, Esq., Kasting, Kauffman & Mersen P.C., 716 South 20th Avenue, Suite 101, Bozeman, Montana 59718. After 70% of the units in all phases are sold by Declarant, service will be made upon a person designated by Urban Villa Condominium Owner's Association. This provision may be amended in the manner provided in Montana Code Annotated § 70-23-902.

9. Units Subject to Declaration, Bylaws, Rules, and Regulations and Restrictive Covenants and Common Area and Facility Maintenance Plan.

Ownership of units is subject to the provisions of this Declaration, the Bylaws, restrictive covenants, and rules and regulations adopted by the Association and the attached Common Area and Facility Maintenance Plan. The execution of a purchase contract by a unit owner or the acceptance of a deed thereto shall constitute acceptance of the provisions of such instruments by such owner. Unit owners are responsible for compliance with these provisions by tenants, customers, guests, or other occupants of their unit. The provisions of this Declaration and the Bylaws and rules and regulations adopted by the Association are covenants running with the land, and are binding upon any person having an interest in a unit. If any provision of this



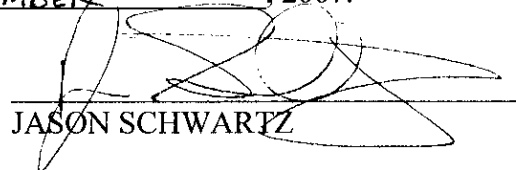
Declaration is determined invalid, the invalidity of such provision shall not affect the validity or enforce ability of the remainder of the Declaration. No provision in this Declaration, the Bylaws of the Association, and rules and regulations of the Association shall be deemed to have been waived by reason of any failure to enforce it. In the event of conflict between this Declaration, the Bylaws of the Association, and the Unit Ownership Act, the provisions of the Unit Ownership Act shall govern.

10. Amendment.

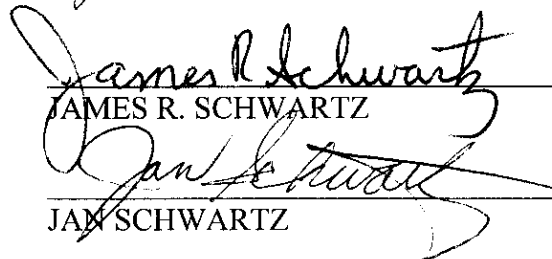
Except for paragraph 8, this Declaration shall be amended only by written consent of the majority of the unit owners. All amendments to the Declaration shall be recorded in the office of Clerk and Recorder, Gallatin County, Montana.

DATED this 24TH day of SEPTEMBER, 2007.

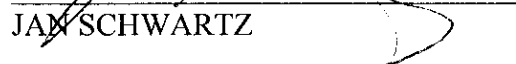
By:



JASON SCHWARTZ



JAMES R. SCHWARTZ



JAN SCHWARTZ

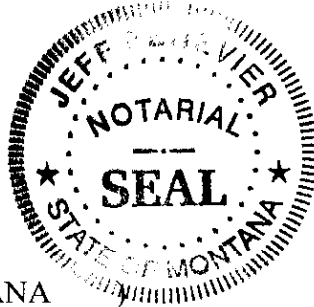
STATE OF MONTANA)
 :SS.
County of Gallatin)

On this 24 day of September, 2007, before me, the undersigned officer, personally appeared **Jason Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written

(SEAL)



[Signature]

Notary Public for State of Montana

Printed Name: _____

Residing at: _____

My Commission Expires: _____

Jeff Renevier
Notary Public for the State of Montana
Residing at Bozeman, Montana
My Commission expires April 11, 2009

STATE OF MONTANA

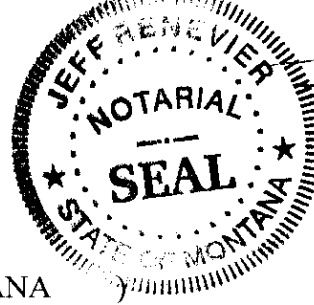
:ss.

County of Gallatin)

On this 24th day of September, 2007, before me, the undersigned officer, personally appeared **James R. Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written

(SEAL)



[Signature]

Notary Public for State of Montana

Printed Name: _____

Residing at: _____

My Commission Expires: _____

Jeff Renevier
Notary Public for the State of Montana
Residing at Bozeman, Montana
My Commission expires April 11, 2009

STATE OF MONTANA

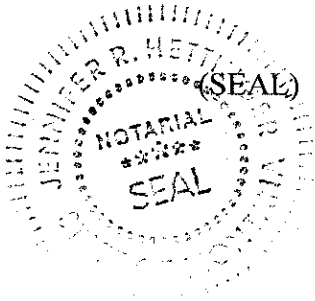
:ss.

County of Gallatin)

On this 24 day of September, 2007, before me, the undersigned officer, personally appeared **Jan Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



Jennifer R. Hettlinger
Notary Public for State of Montana
Printed Name: Jennifer R. Hettlinger
Residing at: Belgrade MT
My Commission Expires: July 30 2009

2285376
 Page: 9 of 45
 11/26/2007 04:00P



Charlotte Mills-Gallatin Co MTMISC 335.00

SCHWARTZ
 ARCHITECTS
 2007 N. 27th Street
 Suite 200
 Charlotte, NC 28207
 Phone: 704.375.1115
 Fax: 704.375.1116
 Website: www.schwartz-architects.com

Charles Condit
 216 South Main
 Durham, NC 27601

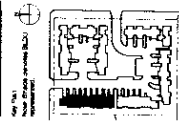
711 South St
 Durham, NC 27601

C & H Engineering
 1001 Schenck Drive
 Durham, NC 27601

C & H Engineering
 1001 Schenck Drive
 Durham, NC 27601

SCHWARTZ CONSTRUCTION
 James Schwart
 1001 Schenck Drive
 Durham, NC 27601

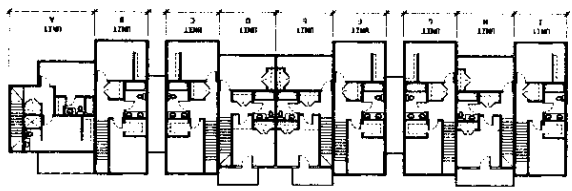
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Date:	11/26/2007
Sheet:	9 of 45



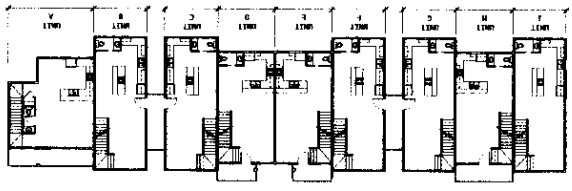
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Author:	...
Check:	...
Plot:	...

ARCHITECTURAL
 PHASE 1
 AREA CALCS
A003.01

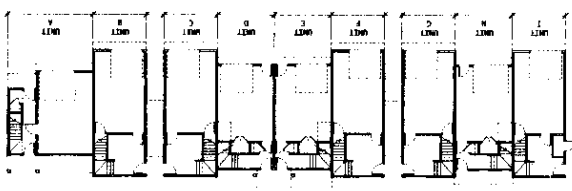
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105	105.00	105.00
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200	200.00	200.00



3 LEVEL 3



2 LEVEL 2



1 LEVEL 1

Exhibit A



SCHWARTZ CONSULTANTS
5015 N. 27th Street
Suite 200
Bozeman, MT 59718
Phone: (406) 552-1115
Fax: (406) 552-1116

Schwartz Construction
515 South Beach
Bozeman, MT 59718

711 South 9th
Bozeman, MT 59718
406.552.0201

C.A.H. Engineering
1000 University Ave.
Bozeman, MT 59718
406.552.1115

C.A.H. Engineering
1000 University Ave.
Bozeman, MT 59718
406.552.1115

SCHWARTZ CONSTRUCTION
515 South Beach
Bozeman, MT 59718
406.552.0202

NO.	DESCRIPTION	AREA	PERCENT
1	FLOOR	1000.00	100.00%
2	CEILING	1000.00	100.00%
3	WALL	1000.00	100.00%
4	DOOR	1000.00	100.00%
5	WINDOW	1000.00	100.00%
6	MECHANICAL	1000.00	100.00%
7	ELECTRICAL	1000.00	100.00%
8	PLUMBING	1000.00	100.00%
9	FINISH	1000.00	100.00%
10	MECHANICAL	1000.00	100.00%
11	ELECTRICAL	1000.00	100.00%
12	PLUMBING	1000.00	100.00%
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237			



2285376

Page: 13 of 45
11/26/2007 04:00P

Charlotte Mills-Gallatin Co MTMISC 335.00

Open Space Calculations

Open Space A	3070 sq. ft.
Open Space B	750 sq. ft.
Open Space C	1830 sq. ft.
Open Space D	678 sq. ft.
Open Space E	1272 sq. ft.
TOTAL	7600 sq. ft.

Percentages Per Condo Unit

Building 1 (Phase III)

Unit A	3.107%	236.132 sq. ft.
Unit B	3.107%	236.132 sq. ft.
Unit C	2.049%	155.724 sq. ft.
Unit D	3.107%	236.132 sq. ft.
Unit E	4.750%	361.000 sq. ft.
Unit F	2.212%	168.112 sq. ft.
Unit G	2.852%	216.752 sq. ft.
Unit H	2.049%	155.724 sq. ft.
Unit I	2.852%	216.752 sq. ft.
Unit J	1.955%	148.580 sq. ft.
Unit K	2.212%	168.112 sq. ft.
Unit L	2.049%	155.724 sq. ft.
TOTAL	32.294%	2454.876 sq. ft.

Building 2 (Phase II)

Unit A	2.012%	152.912 sq. ft.
Unit B	1.894%	143.944 sq. ft.
Unit C	1.843%	140.068 sq. ft.
Unit D	2.058%	156.408 sq. ft.
Unit E	2.058%	156.408 sq. ft.
Unit F	1.843%	140.068 sq. ft.
Unit G	2.058%	156.408 sq. ft.
TOTAL	13.766%	1046.216 sq. ft.

Exhibit B



2285376

Page: 14 of 45
11/26/2007 04:00P

Charlotte Mills-Gallatin Co MTMISC 335.00

Building 3 (Phase IV)

Unit A	2.049%	155.724 sq. ft.
Unit B	1.948%	148.048 sq. ft.
Unit C	3.107%	236.132 sq. ft.
Unit D	2.049%	155.724 sq. ft.
Unit E	4.750%	361.000 sq. ft.
Unit F	3.107%	236.132 sq. ft.
Unit G	2.049%	155.724 sq. ft.
Unit H	3.107%	236.132 sq. ft.
Unit I	4.750%	361.000 sq. ft.
Unit J	2.049%	155.724 sq. ft.
Unit K	3.107%	236.132 sq. ft.
Unit L	1.948%	148.048 sq. ft.
Unit M	2.049%	155.724 sq. ft.
TOTAL	36.067%	2741.244 sq. ft.

Building 4 (Phase I)

Unit A	2.049%	155.724 sq. ft.
Unit B	2.058%	156.408 sq. ft.
Unit C	2.058%	156.408 sq. ft.
Unit D	1.843%	140.068 sq. ft.
Unit E	1.843%	140.068 sq. ft.
Unit F	2.058%	156.408 sq. ft.
Unit G	2.058%	156.408 sq. ft.
Unit H	1.843%	140.068 sq. ft.
Unit I	2.058%	156.408 sq. ft.
TOTAL	17.873%	1357.968 sq. ft.



CITY OF BOZEMAN
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Alfred M. Stiff Professional Building
20 East Olive Street
P.O. Box 1230
Bozeman, Montana 59771-1230

phone 406-582-2260
fax 406-582-2263
planning@bozeman.net
www.bozeman.net

Date: November 26, 2007

To Whom It May Concern:

Senate Bill 527 amending §76-3-203, M.C.A. was signed into law on April 17, 2007. This bill revised the exemption for the creation of new condominiums from the Subdivision and Platting Act. The amendment had an immediate effective date. The text of the amended section is now as follows:

Section 1. Section 76-3-203, M.C.A., is amended to read:

“76-3-203. Exemption for certain condominiums. Condominiums constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

- (1) the approval of the original subdivision of land expressly contemplated the construction of the condominiums and any applicable park dedication requirements in 76-3-621 are complied with; or
- (2) the condominium proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.”

Pursuant to the above statute, the Department of Planning and Community Development has determined that the condominium development on property legally described as Lot 3A, Block 2, Cattail Creek Subdivision, Phase 3, NW ¼ Sec. 35 Township 1S, Range 5E, PMM, City of Bozeman, Gallatin County, Montana.

does not require subdivision review and has satisfied the exemption criteria.

has completed review as a subdivision.

If you have any questions or comments, please contact the City of Bozeman Planning Office at 582-2260. Thank you for your cooperation.

Andrew C. Epple, AICP
Director of Planning and Community Development



2285376

Page: 15 of 45
11/26/2007 04:00P

Charlotte Mills-Gallatin Co MTMISC 335.00



2285376

Page: 16 of 45
11/26/2007 04:00P

Charlotte Mills-Gallatin Co MTMISC 335.00

CERTIFICATE OF NAME

The undersigned, being the duly authorized agent of the Department of Revenue of the State of Montana, within the County of Gallatin, executes the following certificate relating to Urban Villa Condominiums situated on lands legally described as follows:

Lot 3A of Block 2 of Cattail Creek Subdivision, Phase 3, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana (Plat Reference J-415).

1. That the name "Urban Villa Condominiums" is not the same as, similar to, or pronounced the same as a word in the name of any other property or subdivision within Gallatin County, except for the word "Condominiums"; and
2. All taxes and assessments due and payable for the above described property have been paid.

DATED: 9-25, 2007.

Name: PAMELA M. KNIFFIN

Title: TAX CLERK - PVS

TAX PARCEL RFG 53069



2285376

Page: 17 of 45
11/26/2007 04:00P

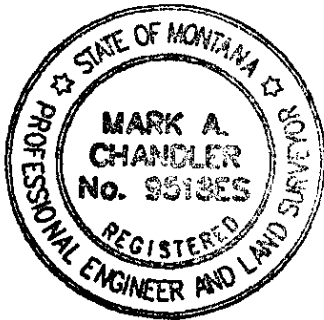
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ENGINEER'S CERTIFICATE

The undersigned, being a duly registered Engineer in the State of Montana, herewith certifies the following:

That pursuant to the provisions of MCA §70-23-306(2), the floor plans for **URBAN VILLA CONDOMINIUM** located on the real property described on Exhibit "A" attached hereto, as duly filed with the Declaration and Bylaws thereof, depict the layout of the units and floors of the building and are an accurate copy of the plans filed with and approved by the City of Bozeman building department.

Dated: Nov. 2, 2007



Mark A. Chandler

Registered Engineer

Registration No. 9518 ES



2285376

Page: 18 of 45
11/26/2007 04:00P

Charlotte Mills-Gallatin Co MTMISC 335.00

Exhibit A to Engineer's Certificate, Urban Villa Condominium

Lots 3A, Amended Plat of Lots 3 and 4, Block 2, Cattail Creek Subdivision, Phase 3, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana (Plat Reference J-415A).



**URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION
COMMON AREA AND FACILITY MAINTENANCE PLAN**

A. Association Responsibility

The Urban Villa Condominium Owners Association (Urban Villa) is responsible for maintenance of parks, open space, common areas, storm water facilities and private streets within the Urban Villa. These responsibilities include maintenance of vegetation, sidewalks, storm water detention basins, all common areas, open spaces, recreational areas, private streets and parking lots and any other areas or facilities described in the Declaration or the By-Laws. Urban Villa is also responsible for costs of irrigation including the cost of water and irrigation system maintenance.

B. Maintenance

Landscaping Maintenance

Urban Villa will provide maintenance of the parks and open space. Specific maintenance activities are presented below; however, other maintenance activities not specified will be provided as required.

Mowing/General Maintenance

The maintenance contractor will mow and trim grass within and along the boulevards and all grass common areas and the storm water detention basins. Mowing and trimming shall be provided as needed during the active growing season.

During each visit, the maintenance contractor will also ensure that the inlets and outlets to the storm water detention basins are unobstructed will remove any trash from the parks and open space.

Trees and Shrubs

The maintenance contractor shall provide maintenance to the trees and shrubs within the parks, open space and boulevards including pruning, watering and fertilizing as needed. Shrubs along the edges of the common areas shall be pruned annually to maintain a maximum height of less than 4 feet. The shrubs will be primarily irrigated by the sprinkler system.

The trees within the common areas, open space and boulevards will be irrigated by an automatic irrigation system. The typical irrigation requirement for these trees will be 6 inches of water per tree every two weeks from the middle of June to the middle of September. During periods of unusually dry weather, an additional 2 inches of water per



tree shall be provided. During periods of adequate precipitation less frequent or intense irrigation will be acceptable.

Sprinkler System Maintenance

The maintenance contractor or a sprinkler system contractor shall provide maintenance to the automated sprinkler system. At a minimum, the contractor will test and inspect the system in the spring to ensure all lines and sprinkler heads are functioning properly and the contractor will blow the water out of the systems in the fall. The contractor will provide additional maintenance as required.

Wood Chip Mulch Maintenance

The maintenance contractor will maintain the wood chips within the shrub beds. The wood chips will be raked level during each mowing event. The contractor will also be responsible to ensure that a minimum chip depth of 9 inches is maintained with the protective areas.

Storm Water Maintenance

1. Inspection and maintenance of the StormTech storm water system shall be performed as outlined by the manufacturer's recommendations. A copy of the inspection and maintenance literature as well as a schedule of maintenance shall be retained by the Homeowner's Association.
2. Sediment shall be removed from the catch basin sump on a yearly basis.
3. Standard maintenance of the storm water facilities shall be the responsibility of the owner/s of Lot 3A. Inspection of the following issues will be the responsibility of the owner/s of Lot 3A: differential accumulation of sediment, drain time, signs of petroleum hydrocarbon contamination, odors, standing water, and accumulation of trash and debris. Control mosquitoes as necessary. Monitor health of vegetation and replace as necessary.

C. Snow Removal

Urban Villa shall retain a snow removal contractor to shovel and/or plow snow from the sidewalks adjacent to common areas, open space, parking lots and alleys. The snow removal contractor will also ensure that the inlets and outlets to the storm water basins are unobstructed.

D. Private Streets



2285376

Page: 21 of 45
11/26/2007 04:00P

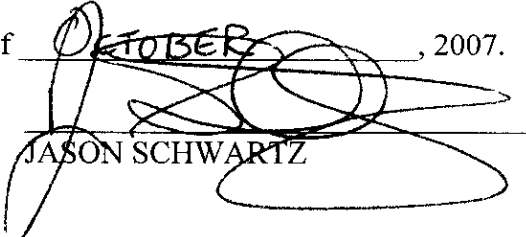
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Urban Villa is responsible for maintenance of all private streets within Urban Villa including cleaning, striping, repairs and snow removal.

This Common Area and Facility Maintenance Plan shall be binding upon all lots in the Urban Villa and is hereby made part of the By Laws and Declaration of Unit Ownership for Urban Villa Condominiums.

DATED this 8th day of OCTOBER, 2007.

By:



JASON SCHWARTZ

JAMES R. SCHWARTZ

JAN SCHWARTZ

STATE OF MONTANA)

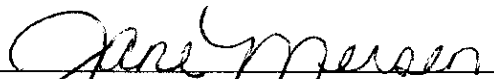
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County of Gallatin)

On this 8th day of October, 2007, before me, the undersigned officer, personally appeared **Jason Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written





Notary Public for State of Montana
Printed Name: Jane Mersen
Residing at: Bozeman
My Commission Expires: 1/4/2009



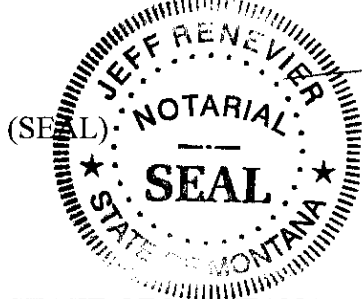
STATE OF MONTANA)

:SS.

County of Gallatin)

On this 24 day of September, 2007, before me, the undersigned officer, personally appeared **James R. Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



[Handwritten Signature]

Notary Public for State of Montana
Printed Name: _____
Residing at: _____
My Commission Expires: _____

Jeff Renevier
Notary Public for the State of Montana
Residing at Belgrade, Montana
My Commission Expires April 11, 2009

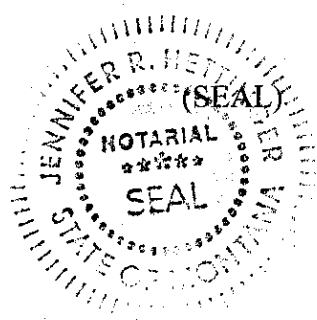
STATE OF MONTANA)

:SS.

County of Gallatin)

On this 24 day of September, 2007, before me, the undersigned officer, personally appeared **Jan Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



Jennifer R. Hettlinger
Notary Public for State of Montana
Printed Name: Jennifer R. Hettlinger
Residing at: Belgrade, MT
My Commission Expires: July 30, 2009



BYLAWS
OF
URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION

ARTICLE I

Section 1: The provisions of these Bylaws are applicable to those condominiums located at 3219, 3237, 3251, and 3269 North 27th Avenue, Bozeman, MT 59718, known as Urban Villa Condominiums.

Section 2: *Covenant to Pay Assessments:* All present or future owners, tenants, future tenants or employees, or any other person who might use the space within Urban Villa Condominiums in any manner, are subject to the regulations set forth in the Declaration of Unit Ownership and these Bylaws. The acquisition, occupancy, or rental of any of the units shall signify that these Bylaws are accepted, ratified, and will be complied with. Each unit owner is deemed to covenant, and agree to pay to Urban Villa Condominium Owners Association (“the Association”) all initial, periodic and special assessments made by the Association for common expenses and to waive any right to claim any exemption from said assessments.

Section 3: *Description of Unit Ownership:* Each unit, appurtenant undivided interest in the common elements, use of limited common elements reserved for that unit, membership in Urban Villa Condominium Owners Association, and assessment account for that unit shall together comprise one unit, shall be inseparable, and may be conveyed, devised, or encumbered only as a unit. 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.



Section 4: *Definitions:* The following definitions shall apply to the Bylaws for the Association:

- (a) "Association" means Urban Villa Condominium Owners Association, consisting of all unit owners of Urban Villa condominium units.
- (b) "Common elements" mean the general common elements and the limited common elements.
- (c) "General Common Elements" mean all those elements which are for the use of all owners and guests of owners of Urban Villa Condominium units.
- (d) "Limited Common Elements" mean those elements designated in the Declaration or by agreement of the unit owners which are reserved for the use of fewer than all of the unit owners and guests of unit owners of Urban Villa Condominium units.
- (e) "Majority of Unit Owners" means those owners who own more than 50% of the undivided interest in the common areas.
- (f) "Unit" means the separate condominium units of Urban Villa Condominiums.
- (g) "Unit Owner or Owners" mean(s) a person, or other legal entity owning a unit, including a purchaser under contract if notice of such is duly recorded, and including co-owners. A lessee of a unit is not a unit owner.

ARTICLE II

Section 1: *Membership in the Association:* The owner of each unit shall be a member of the Association. Membership shall be appurtenant to ownership of a unit and may not be separated.

Section 2: *Voting:* Owners shall be entitled to one vote for each unit owned. The vote for any unit owned by more than one person shall be exercised as determined by the co-owners, but in no event shall more than one vote be cast with respect to each co-



owned unit. Tenants are not owners and shall not be entitled to vote unless given the proxy of a unit owner.

Section 3: *Majority of Votes:* A majority of votes shall be the votes of a “majority of unit owners” as defined in these bylaws.

Section 4: *Quorum of Owners:* Except as otherwise noted in these Bylaws, the presence in person or by a proxy of a “majority of unit owners” shall constitute a quorum. If a quorum is not present at any meeting, the members entitled to vote shall have the power to adjourn the meeting, until a quorum is present or represented.

Section 5: *Votes by Proxy:* At all meetings of owners, each owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary at or before the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit by the owner.

ARTICLE III

Section 1: *Association Duties:* The Association will have the responsibility of administering the operation of Urban Villa Condominiums, establishing and collecting initial, annual or special assessments for repairs, maintenance and new construction, and arranging for the management of the facility. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2: *Annual Meeting:* The annual meeting of the Association shall be held on the third Monday of January of each calendar year at 7:00 p.m., at a place to be announced by written notice, unless written notice of different date is given by the Board of Directors of the Association..



Section 3: *Special Meetings:* Special meetings may be called at any time by order of the Board of Directors.

Section 4: *Notice of Meetings:* Notice of any annual or special meetings of the Association shall be given to each member personally by mail, telephone, e-mail, or facsimile, at least ten (10) days prior to the meeting. The notice shall specify the time, place and purpose of the meeting. At annual meetings, the Association shall elect a Board of Directors. The Association may transact such further business properly before it as long as a majority of the unit owners is present at the meeting, either in person or by proxy. No business shall be transacted at a special meeting except as stated in the notice unless by consent of a majority of unit owners.

Section 5: *Order of Business:* The order of business at the meeting shall be as follows:

- (a) Proof of notice of meeting;
- (b) Determination of Quorum;
- (c) Reading and approval of minutes of prior meeting;
- (d) Presentation of financial report concerning assessments for past year and presentation and review of budget and assessments for coming year;
- (e) Election of Directors;
- (f) Unfinished Business;
- (g) New Business.

ARTICLE IV

Section 1: *Board of Directors:* The affairs of the Association shall be governed by a Board of Directors (“the Board”) comprised of five (5) persons elected by unit owners. Directors shall be members of the Association. If needed, an interim board may govern the affairs of the Association prior to its first meeting. So long as Declarant

owns more than thirty percent (30%) of the units total, the affairs of the Association shall be governed by a Board of Directors comprised of 3 members, to be appointed by the Declarant.

Section 2: *General Powers and Duties:* The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things not specifically delegated to unit owners by the Declaration of Unit Ownership or these Bylaws. The directors shall serve without compensation. Directors may be reimbursed for actual expenses incurred in the performance of duties.

Section 3: *Additional Duties:* In addition to the powers and duties provided by law, the Declaration of Unit Ownership or these Bylaws, or by resolutions of the Association, the Board shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the building and common areas;
- (b) Collection of initial, annual or special assessments from unit owners;
- (c) Designation and dismissal of a manager and/or other personnel necessary for the maintenance and operation of the building, the common area and facilities;
- (d) Review and determination of the amount of assessments payable by unit owners and imposition of special assessments for approved capital expenses, repair, and maintenance of the exterior of the building, exterior common areas, and for emergencies. Assessments shall be imposed as set forth in Article VI;
- (e) To send written notice of any changes in the rate for regular assessments at least ten (10) days prior to the assessment year and to send written notice of each special assessment to each unit owner at least thirty (30) days before due;
- (f) Recording and foreclosing of any liens against property for delinquent assessments or filing such an action at law against a unit owner personally obligated to pay such delinquent assessment;
- (g) Obtaining and maintaining adequate insurance coverage as provided in Article VI below;



- (h) Payment of any and all taxes and assessments imposed on the common areas;
- (I) Payment of all debts of the Association;
- (j) Approving vouchers for payment of all legal claims against the Association;
- (k) To contract for maintenance, repairs, new construction, and alterations and improvements to the common areas.

Section 4: *Employment of Manager:* The Board may employ for the Association a manager or management agent at compensation established by the Board to perform such duties and services as the Board shall authorize, including but not limited to, the duties listed above.

Section 5: *Election and Term of Office:* At the first annual meeting of the Association, (after 70% of the units have been sold and are no longer owned by the Declarant) the term of office of one (1) Director shall be fixed at three (3) years, the term of office of the second Director shall be fixed at two (2) years, and the term of office for the third Director shall be fixed at one (1) year. At the expiration of the initial term of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6: *Removal of Directors:* Any Director may be removed by a majority vote of the unit owners at any regular meeting or at a special meeting called for that purpose. In the event of such removal, a successor may be elected in the manner provided for election of directors to fill the vacancy for the unexpired term.

Section 7: *Board Meetings:* The first meeting of a newly elected Board shall be held immediately following the annual meeting of the Association. No notice of this



meeting shall be necessary. Any subsequent meetings must be given in writing, by e-mail or in person at least three (3) days prior to the meeting. A quorum must be present in order to conduct business. The majority rules.

ARTICLE V

Section 1: *Officers:* At its annual meeting the Board shall elect a President, Secretary, and Treasurer. The Board may, in its discretion, also elect a Vice-President and such other assistant as the Board deems necessary. Any two (2) or more offices may be held by the same persons, except the offices of President and Secretary. Interim officers may be appointed in the event that an Interim Board is in place prior to the first meeting

Section 2: *Term of Office:* The officers of the Association shall be elected on an annual basis.

Section 3: *President:* The President shall preside at all meetings of the Association and the Board. The President shall have general supervision over the affairs of the Association and its officers and all of the powers and duties usually vested in the office of President, and shall also perform other duties as may be assigned by the Board.

Section 4: *Vice-President:* If a Vice-President is elected, the Vice-President shall act for the President in the President's absence, and shall also perform such other duties as assigned by the Board.

Section 5: *Secretary:* The Secretary shall keep the books and records of the Association and the Board and record all minutes of meetings of both.

Section 6: *Treasurer:* The Treasurer shall have responsibility for Association



funds and securities and shall be responsible for keeping full and accurate records of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for depositing all monies and other valuable effects on behalf of the Association in such banks or depositories as are designated by the Board.

ARTICLE VI

Section 1: *Common Expenses:*

All of the following Association expenses shall be common expenses:

- (a) Administrative expenses of the Association, including compensation of an accountant and the manager of the Association, if one is employed.
- (b) The cost of routine maintenance of general and limited common elements. For purposes of this section, routine maintenance is defined as landscaping care, snow removal, and common walkway cleaning.
- (c) All bills for utilities and garbage service, if necessary, provided to common areas.
- (d) Casualty, fidelity, and liability insurance premiums for the units and common area.
- (e) The cost of maintenance and repair of the exterior surfaces of the building.
- (f) The cost of capital improvements to the common elements.

Section 2: *Assessment for Common Expenses.* It is the intent of the

Association that common expenses shall be charged to the unit owners consistent with the percentage of undivided interest of each owner in the common elements. Therefore, unit owners shall be responsible for all assessments levied against their unit based upon the interest allocation as set out in the Declaration. Each unit shall share common expenses equally and based upon said percentage. Each individual holding an ownership interest in a unit shall be jointly and severally liable for said assessments with any other person owning an interest in said unit. In addition to assessments, all units shall be levied reasonable monthly dues to cover any association expenses not contemplated in



Section 1 above. Such dues shall be held in a separate account by the Association. The amount of the dues is adjustable by the Association, and may be reasonably increased, or in the alternative, suspended, for any given year should the Association determine that they are unnecessary. Each unit shall pay an initial assessment of \$500.00 for common area expenses, maintenance and monthly dues until such time as the homeowner's association redetermines the monthly dues.

Section 3: *Collection of Assessments.* Assessments for common expenses shall be due thirty days from the date of mailing of such assessment and may be payable in one annual payment or in quarterly installments, at the option of the Association. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

Section 4: *Records of Assessments:* The Secretary and Treasurer shall maintain records showing assessments made against unit owners which shall be available for inspection at all reasonable times by unit owners, their representatives, insurers, and guarantors of the first mortgages at any reasonable time. Such records shall show the amounts of all assessments paid and unpaid. The Treasurer may issue certificates as to the status of a unit owner's assessment account to such persons as the unit owner may request in writing, and such certificates shall limit the liability of any person to whom it is addressed other than the unit owner.

Section 5: *Liability for Unpaid Assessments:* Unit owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable for a specific unit at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. Unpaid portions of assessments which are due shall be secured by a lien upon the unit as provided in the declaration upon the filing of a claim in accordance with the provisions of MCA § 70-23-



607.

The Association may maintain a suit to recover a money judgment for unpaid assessments against said unit owner without foreclosing or waiving the lien securing the same. All costs of collection of delinquent assessments, including but not limited to, court costs, costs of filing liens, and attorneys fees, shall be the obligation of the non-paying unit owner, shall be deemed a common expense chargeable only to the non-paying unit owner, and may be added to the next regular assessment for that unit. If a purchaser of a unit obtains title to the unit as a result of a foreclosure of a first mortgage or trust indenture, such purchaser, its successors and assignees, shall be liable for the share of the assessed, but unpaid, common expenses or assessments chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser. No sale or transfer of a unit shall relieve the purchaser from liability for assessments due or from the lien thereof.

Section 6: *Penalty for Late Payment:* Assessments paid more than ten (10) days after the date due shall bear interest at the rate of 15 percent (15%) per annum from the date due until paid. All payments upon assessments shall be applied first to interest and then to the earliest assessment due. Interest collected shall be credited to a common expense account.

ARTICLE VII

Section 1: *Obligations of Unit Owners:* Every unit owner shall be responsible for all maintenance of and repairs to the interior of his unit, and for routine maintenance of limited common elements used exclusively by the unit owner, except for repairs covered by insurance purchased by the Association. Each unit owner shall be responsible for all damage to other units or to the common elements resulting from the failure to conduct such maintenance and repair. Unit owners shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damage through the fault of the unit owner. Each unit owner shall be responsible



for obtaining fire and other insurance on the unit owner’s personal property, and liability insurance to the extent deemed necessary by each unit owner. Each unit owner shall be responsible for paying all taxes and assessments on his unit. All fixtures, lines, pipes, equipment, or other internal installations within or serving a single unit shall be maintained, replaced, and kept in repair by the unit owner, except in the event of damage covered by insurance purchased by the Association.

Section 2: *Obligations of the Association:* The Association shall be responsible for any maintenance, repair, and replacement of any general common elements and limited common elements, except as otherwise provided in Section 1 above. The Association shall also be responsible for keeping common utility lines in good repair and condition at all times and for replacing all broken windows. The Association may employ personnel necessary for the maintenance, upkeep and repair of the common elements as is deemed necessary.

Section 3: *Resolution of Conflicting Obligations:* In the event it is unclear whether an improvement is a common element or a part of a unit, the following rule shall apply: the exterior of the building, improvements outside the building, and those shared by or serving more than one unit shall be considered common elements; improvements inside a unit shall be part of the unit served. All maintenance, repair, and replacement shall be in accordance with the plans of the building.

Section 4: *Structural Modifications:* A unit owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the management agent, if any, or through the President of the Board, if no agent is employed. The Association shall have the obligation to answer in ten (10) days, and failure to do so within the stipulated time shall mean there is no objection to the proposed modification or alteration. Nothing shall be done in or to any unit or the common elements that will negatively affect the structural

integrity of the building.



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Page: 34 of 45
11/26/2007 04:00P

Charlotte Mills-Gallatin Co MTMISC 335.00

Section 5: *Right of Entry:* Every unit owner shall grant the immediate right of entry to the directors or to any other person authorized by the Board in case of any emergency originating in or threatening such unit, regardless of whether the unit owner is present at the time. Additionally, a unit owner shall permit other unit owners, or their representatives, when so required, to enter such unit for the purpose of performing installations, alterations, or repairs to the plumbing, mechanical, or electrical services, provided request for entry is made in advance (at least 24 hours for non-emergencies) and that the time of such entry is reasonably convenient to the other unit owner. If the unit owner cannot be present for such action, the owner can demand that a third party be present during this time.

Section 6: *Covenants Regarding Use of Unit and Common Elements:*

The following covenants shall apply to each unit:

- (a) No canvassing, soliciting, or peddling shall be allowed in the buildings. This restriction shall apply only to the residential units.
- (b) No unit owner may install wiring for electrical, telephone, television antenna, machines, air conditioning, etc. on the exterior of the project or that protrudes through the walls or the roof of the project except as authorized by the Association.
- (c) No motor vehicle maintenance is allowed on Urban Villa Condominium property. Only routine, short-term upkeep to vehicles, such as vacuuming and washing, is allowed.
- (d) Urban Villa Condominium units are also subject to all rules, regulations, covenants, restrictions, etc. of Cattail Creek Subdivision.
- (e) No unit owner shall keep more than two pets in a unit. All pets shall be on a leash at all time when off the owner's property. No animals may be kept for any commercial purpose. Exterior Dog kennels are strongly discouraged and must be in an inconspicuous location and screened from the neighbors' property if utilized. No dogs are allowed in the creeks and ponds of the Cattail Creek Subdivision.



Section 7: *Easements:* The following easements exist for the benefit of each unit owner and as a burden on other units and common elements:

- (a) Easement through the general common areas for ingress and egress for all unit owners and occupants and their guests for those persons making use of such common elements. The unit owners and occupants and their guests shall have an unrestricted right of ingress and egress across the common elements to their respective units.
- (b) Easements through units and common elements as necessary for such maintenance, repair, and replacement needs.
- (c) An easement of structural support for the benefit of the common elements through every portion of a unit which contributes to the structural support of the building.
- (d) Easements for the furnishing of utility services within the building, including but not limited to conduits, ducts, plumbing, and wiring through the units and common elements.
- (e) An easement over and across the common areas for mail service, fire service, police protection, and emergency vehicles.

The easements set forth above shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements, or on the units for the purpose of marketability of title.

Section 8: *Other Rules:* Additional administrative rules and regulations relating to the details of the operation of Urban Villa Condominiums and the use of the common elements may be adopted or amended by the Board at any regular meeting or at any special meeting called for that purpose.

Section 9: *Rights of Action:* The Association and any aggrieved unit owner shall have the right to maintain an action for specific performance, for damages and/or for injunction, against any unit owner or the Association for failure to comply with the provisions of the Declaration or these bylaws, or any restrictive covenants adopted by the

Association.



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Page: 36 of 45
11/26/2007 04:00P

Section 10: *Units Subject to Bylaws:* The provisions of these Bylaws, the Declaration of Unit Ownership, and rules and regulations adopted by the Association are covenants running with the land, and are binding upon any person having an interest in a unit. If any of these Bylaws are determined invalid, the invalidity of such provision shall not affect the validity or enforceability of the remainder of the Bylaws. No provision in the Declaration, the Bylaws, and rules and regulations of the Association shall be deemed to have been waived by a failure to enforce it.

ARTICLE VIII

Section 1: *Insurance Purchase:* All insurance policies upon Urban Villa Condominiums property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Montana.

- a. *Name Insured:* 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 insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance Trustee. Unit Owners may obtain insurance coverage, at their own expense, upon their own personal property and for their personal liability and living expense.
- b. *Copies to Mortgagees:* One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee of a Unit Owner on request.

Section 2: *Coverage:*

- a.. *Casualty:* All buildings and improvements upon the land shall be insured in an amount equal to the full insurable replacement value, and all personal property included in the common elements shall be fully insured, with all such insurance to be based on current replacement value, as



determined annually by the Board of Directors, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
2. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to, vandalism and malicious mischief.
3. Errors or Omissions Insurance for the Directors, Officers and Managers, if the Association so desires, in amounts to be determined by the Board.

The policies shall state whether air handling or service equipment, interior fixtures and carpets are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association.

- b. Public Liability: In such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owner automobile coverage, if applicable, and with cross-liability endorsement to cover liabilities of the Unit Owner as a group to a Unit Owner.
- c. Other Insurance: Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable and as may be required by the Federal and State laws.

Section 3: *Premiums:* Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the common elements by a Unit Owner shall be assessed against the Owner. Not less than ten (10) days prior to the date when a



premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

Section 4: *Insurance Trustee:* All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Montana with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the insurance trustee. The insurance trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

- a. Unit Owners: An undivided share for each Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his Unit.
- b. Mortgagees: In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee pursuant to the provision of this Declaration.

Section 5: *Distribution of Proceeds:* Proceeds of insurance policies received the insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:



- a. Miscellaneous: Expenses of administration, the insurance trustee, and construction or remodeling supervision shall be considered as part of the cost of construction, replacement or repair.
- b. Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgages being payable jointly to them.
- c. Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall be not reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.
- d. Certificate: In making distribution to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate from the Association made by its representative or Manager as to the names of the Unit Owners and their respective shares of the distribution.

Section 6: *Association as Agent:* The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 7: *Benefit to Mortgagees:* Certain provisions in this paragraph entitled "Insurance" are for the benefit of mortgagees or trust indenture beneficiaries of condominium parcels, and all such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee or beneficiary.

Section 8: *Reconstruction:*

- a. Repair After Casualty: If any part of the condominium property shall be



damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Lesser Damage: If a Unit or Units are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be repaired.
 2. Greater Damage: If a Unit or Units are found by the Board of Directors to be not tenantable after the casualty, the damaged property shall be reconstructed or rebuilt.
 3. Certificate: The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- b. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans for specifications and the original improvements, or if not, then according to plans and specifications approved by seventy-five percent (75%) of the Unit Owners and the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated is obtained. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to the Declaration, which amendment shall be prepared and filed of record in accordance with the provisions of such amended filing as more particularly set forth herein
- c. Responsibility: The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair of the condominium property, and the Association shall work with the insurance trustee to carry out the provisions of this Article.
- d. 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 to the payment of such costs. Such assessments shall be in proportion to the Owner's percentage of interest in the general common elements.

- e. Construction Funds: The funds for payment of costs of reconstruction or repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in the sound discretion of the trustee and according to the contract of reconstruction or repair, which contract must have the approval of the Board and the Unit Owners involved.
- f. Surplus: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from the 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.
- g. Limitations in Actions of Unit Owners Association: Except as provided by statute, in case of condemnation or substantial loss to the units and/or common elements of the condominium project, the condominium association is not entitled to take any of the following actions, unless at least two-thirds (2/3) of the first mortgagees or unit owners give their consent:
 - A. Seek to abandon or terminate the condominium project by act or omission.
 - B. Change the pro rata interest or obligations of any condominium unit in order to levy assessments or charges, allocate the distribution of hazard insurance proceeds or condemnation awards,



or determine the pro rata share of ownership or each condominium unit in the common element, except as those modifications are allowed by the expansion provision and removal of commercial-business property set forth herein.

- C. Partition or subdivide any condominium unit.
- D. By act of omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the condominium project is not a transfer in the meaning of this clause.
- E. Use hazard insurance proceeds for losses to any condominium property, whether units or common elements, for other than the repair, replacement, or reconstruction of the condominium project.

Section 9: *Termination of Regime - Destruction:* Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium's property must require the approval of seventy-five percent (75%) of the Unit Owners and the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated.

ARTICLE IX

Section 1: *Removal or Partition-Subdivision:* Urban Villa Condominiums may only be removed from condominium ownership, and may only be partitioned or sold, upon compliance with each of the conditions hereof:

- a. The Board of Directors of the Association must approve the plans of removal, partition or sale, including the details of how any partition or sale, and the distribution of property or funds, shall be accomplished.

- b. 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 seventy-five percent (75%) of the Owners. Upon obtaining such approval, the Board shall be empowered to implement and carry out the plan of removal, partition or sale.
- c. No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred, except as provided above.
- d. This section shall not apply to the sale of individual Units and shall not be considered as a right of first refusal.
- e. The common elements of Urban Villa Condominiums shall not be abandoned, partitioned, subdivided, encumbered, sold or transferred without compliance with all of the above requirements.

ARTICLE X

Section 1: *Amendments:* These Bylaws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by a majority of the unit owners and until a copy of the Bylaws, as amended and certified by the presiding officer and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Gallatin County.

Section 2: *Conflicts:* In the event the provisions of these Bylaws conflict with the Montana Unit Ownership Act, or the Declaration of Unit Ownership for Urban Villa Condominiums, the provisions of the Act and the Declaration shall govern. In the event of a conflict between the Declaration and Act, the provisions of the Act shall govern.

IN WITNESS WHEREOF, the undersigned, executes this instrument as evidence of the adoption of the Bylaws of Urban Villa Condominium Owners Association, and



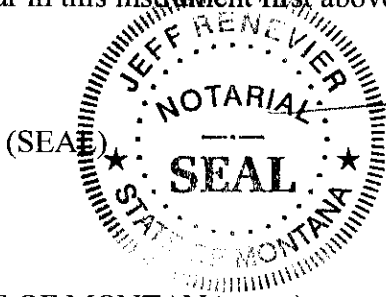
certifies that the foregoing is a true and correct copy of the Bylaws of Urban Villa Condominium Owners Association.

By: [Signature]
JASON SCHWARTZ
[Signature]
JAMES R. SCHWARTZ
[Signature]
JAN SCHWARTZ

STATE OF MONTANA)
:ss.
County of Gallatin)

On this 24th day of September, 2007, before me, the undersigned officer, personally appeared **Jason Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



[Signature]
Notary Public for State of Montana
Printed Name: _____
Residing at: _____
My Commission Expires: _____

Jeff Renevier
Notary Public for the State of Montana
Residing at 500 [unclear] Montana
My Commission Expires April 11, 2009

STATE OF MONTANA)
:ss.
County of Gallatin)

On this 24th day of September, 2007, before me, the undersigned officer, personally appeared **James R. Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

JASON Schwartz
907 Jessie Way
Bozeman, MT 59715



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Page: 1 of 2
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 JS

**FIRST AMENDMENT TO BY LAWS
OF
URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION**

* Doc # 2285376 JS

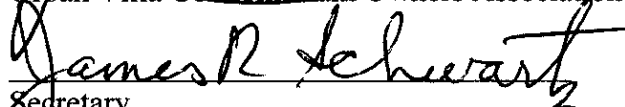
The Board of Directors of the Urban Villa Condominium Owners Association, at a meeting duly noticed, unanimously approved the following amendment to the By Laws.

ARTICLE VI, Section 2 is amended to read as follows:

Section 2: Assessments for Common Expenses. It is the intent of the Association that common expenses shall be charged to the unit owners consistent with the percentage of undivided interest of each owner in the common elements. Therefore, unit owners shall be responsible for all assessments levied against their unit based upon the interest allocation as set out in the Declaration, except for the initial assessment as set out below. Each unit shall share common expenses equally and based upon said percentage, except the initial assessment. Each individual holding an ownership interest in a unit shall be jointly and severally liable for said assessments with any other person owning an interest in said unit. In addition to assessments, all units shall be levied reasonable monthly dues to cover any association expenses not contemplated in Section 1 above. Such dues shall be held in a separate account by the Association. The amount of the dues is adjustable by the Association, and may be reasonably increased, or in the alternative, suspended, for any given year should the Association determine that they are unnecessary. Each unit shall pay an initial assessment of \$500.00. Further, each unit shall pay the pro rata share of the common area expenses, maintenance and monthly dues when they purchase their unit and on each due date thereafter until such time as the Association redetermines the monthly dues. The initial assessment is in addition to any common area assessments or monthly dues that have been assessed and is due upon purchase of the unit.

Dated this ^{21ST} day of January, 2008


JASON SCHWARTZ
Chairman of Board of Directors
Urban Villa Condominium Owners Association


James R. Schwartz
Secretary
Urban Villa Condominium Owners Association



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Page: 2 of 2
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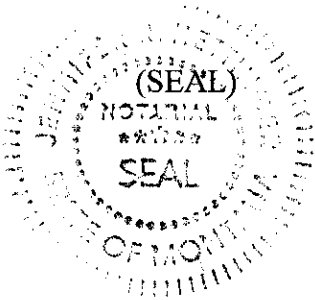
STATE OF MONTANA)

:SS.

County of Gallatin)

On this 21 day of January, 2008, before me, the undersigned officer, personally appeared Jason Schuchetz and James R Schuchetz known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as Chairman of the Board and Secretary for and on behalf of Urban Villa Condominium Owners Association, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



Jennifer R. Hettlinger

Notary Public for State of Montana

Printed Name: Jennifer R. Hettlinger

Residing at: Belgrade MT

My Commission Expires: 7-30-29 2009 *JRH*

return Jason Schwartz
900 Jessica Lane
Bozeman MT
59715

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR URBAN VILLA CONDOMINIUMS**

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The undersigned, hereinafter referred to as Declarants, establish and declare on behalf of themselves, their successors and assigns, the following amendment to the Declaration of Condominium recorded on the 26th day of November, 2007, at document number 2285376 records of Gallatin County, Montana, hereinafter the "Declaration."

Recitals:

WHEREAS, the Declarants are owners of certain real property within Gallatin County, Montana, herein after referred to as the "property", and more particularly described as follows:

Lot 3A of Block 2 of Cattail Creek Subdivision, Phase 3, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana (Plat Reference J-415).

WHEREAS, the Declaration was recorded on the 26th day of November, 2007, at document number 2285376 of the records of the Clerk and Recorder of Gallatin County, Montana;

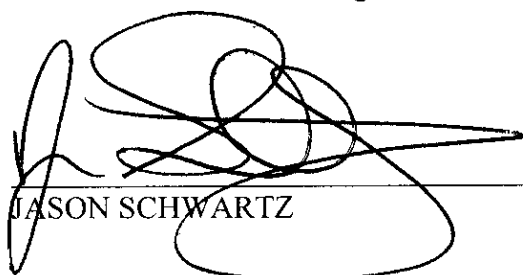
WHEREAS, the Declarants desire to amend the Declaration to provide an Amended Exhibit A which will include a floor plan and site plan for the Property;

WHEREAS, the Declarants reserved the right to Amend the Declaration until such time as the Declarants have sold more than Seventy percent of the units, in accordance with Article IV;

NOW THEREFORE, the Declaration of Condominium for Urban Villa Condominiums shall be amended as follows:

1. Effective upon execution hereof, the attached Amended Exhibit A shall be added to the Declaration;
2. Other than as set forth herein, all other restrictions set forth in the original Declaration remain in full force and effect.

Dated this 14th day of February, 2008.

By: 
JASON SCHWARTZ

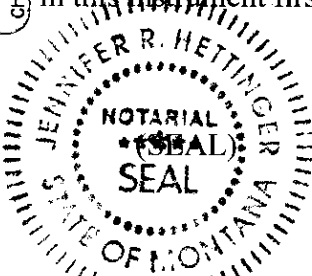


James R Schwartz
JAMES R. SCHWARTZ
Jan Schwartz
JAN SCHWARTZ

STATE OF MONTANA)
) :ss.
County of Gallatin)

On this 14 day of February, 2008, before me, the undersigned officer, personally appeared **Jason Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written

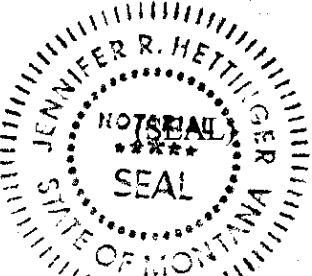


Jennifer R. Hettinger
Notary Public for State of Montana
Printed Name: Jennifer R. Hettinger
Residing at: Belgrade, MT
My Commission Expires: July 30, 2009

STATE OF MONTANA)
) :ss.
County of Gallatin)

On this 14 day of February, 2008, before me, the undersigned officer, personally appeared **James R. Schwartz** known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



Jennifer R. Hettinger
Notary Public for State of Montana
Printed Name: Jennifer R. Hettinger
Residing at: Belgrade MT
My Commission Expires: July 30, 2009



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Page: 3 of 4
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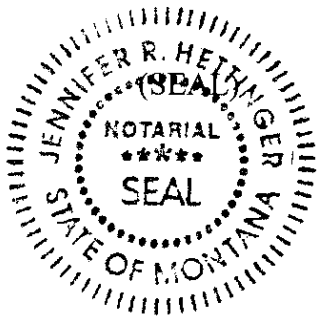
STATE OF MONTANA)

:SS.

County of Gallatin)

On this 14 day of February, 2008, before me, the undersigned officer, personally appeared **Jan Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



Jennifer R. Hettinger

Notary Public for State of Montana

Printed Name: Jennifer R. Hettinger

Residing at: Belgrade, MT

My Commission Expires: July 30, 2009



After recording please return to:
KASTING, KAUFFMAN & MERSEN P.C.
716 South 20th Avenue, Suite 101
Bozeman, Montana 59718

**FIRST ADDENDUM TO
DECLARATION OF UNIT OWNERSHIP FOR
URBAN VILLA CONDOMINIUMS**

By this First Addendum, the Declarants, Jason Schwartz, James R. Schwartz and Jan Schwartz do amend the Declaration of Unit Ownership for Urban Villa Condominiums which was recorded at the Gallatin County Clerk and Recorder on November 26, 2007 at document number 2285376.

The additions are as follows:

4. Unit Designation, Location and Area of each Unit.

c. Ingress and Egress of Unit Owners. Each unit owner shall have the right of ingress and egress to his or her unit. These rights are perpetual an appurtenant to the unit ownership.

d. Easements for Encroachments. In the event any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements or another unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists, only to the extent such easement is reasonable and necessary.

e. There is no requirement of the right of first refusal to the Association and each unit owner may transfer his or her unit free of any such restriction.



11. First Lien Holders' Rights.

(a) Notice of Action. A holder, insurer or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the unit number) will be entitled to timely written notice of:

(1) Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the owner association appertaining to any unit or (iv) the purposes to which any unit or the common elements are restricted:

(2) Any proposed termination of the condominium regime:

(3) Any condemnation loss or any casualty loss 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 holder;

(4) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;

(5) Any lapse, cancellation or material modification of any insurance policy maintained by the owners association;

(b) To the extent possible under applicable law, the following protections for the benefit of the first mortgage holders are as follows:

(1) Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgage on units to which at least 51% of the vote of units subject to mortgages held by such eligible holders are allocated, is obtained.

(2) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property must require

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the approval of the eligible holders of first mortgage on units to which at least 51% of the vote of units subject to mortgages held by such eligible holders are allocated.

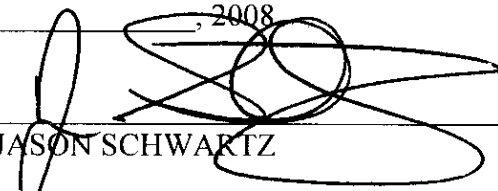
(3) Unless the formula for reallocation of interests in the common elements after a partial condemnation or partial destruction of the condominium project is fixed in advance by the declaration or by applicable law, no reallocation of interests in the common elements resulting from a partial condemnation or partial destruction of the condominium project may be effected without the approval of the eligible holder of first mortgages on units to which at least 51% of the vote of units subject to mortgages held by such eligible holders are allocated. As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a unit in a condominium which has requested notice in accordance with the provisions set out above.

12. Rights of Action

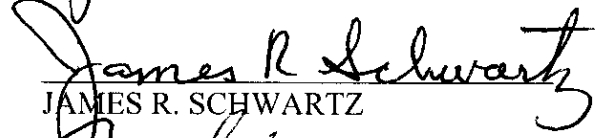
The Association and any aggrieved unit owner shall be granted a right of action against a unit owner for failure to comply with the provision of the Declaration, by-laws, or equivalent documents, or with decisions of the Association which are made pursuant to authority granted the Association in such documents. Unit owners shall have similar rights of action against the Association.

DATED this 7th day of MARCH, 2008

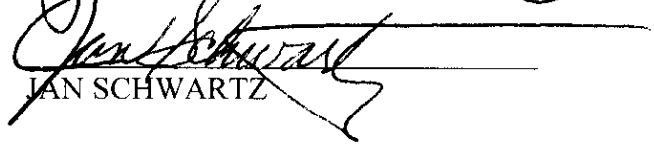
By:



JASON SCHWARTZ



JAMES R. SCHWARTZ



IAN SCHWARTZ

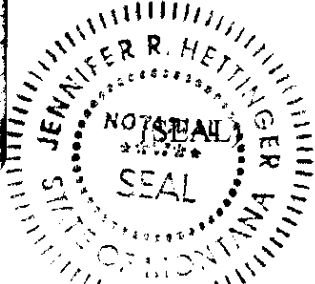


35.00 Charlotte Mills-Gallatin Co MTMISC

STATE OF MONTANA)
:ss.
County of Gallatin)

On this 7 day of March, 2008, before me, the undersigned officer, personally appeared **Jason Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written

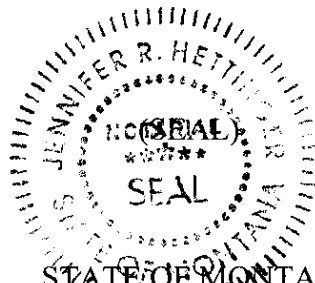


Jennifer R. Hettinger
Notary Public for State of Montana
Printed Name: Jennifer R. Hettinger
Residing at: Belgrade MT
My Commission Expires: July 30 2009

STATE OF MONTANA)
:ss.
County of Gallatin)

On this 7 day of March, 2008, before me, the undersigned officer, personally appeared **James R. Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



Jennifer R. Hettinger
Notary Public for State of Montana
Printed Name: Jennifer R. Hettinger
Residing at: Belgrade MT
My Commission Expires: July 30 2009

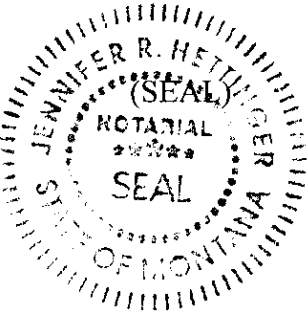
STATE OF MONTANA)
:ss.
County of Gallatin)

On this 7 day of March, 2008, before me, the undersigned officer, personally appeared **Jan Schwartz**, known to me to be the person whose name is subscribed to

Charlotte Mills-Gallatin Co MTMISC 35.00

the within instrument and acknowledged to me that she executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written



Jennifer R. Hettinger
Notary Public for State of Montana
Printed Name: Jennifer R. Hettinger
Residing at: Belgrade MT
My Commission Expires: July 30 2009



After recording please return to:
KASTING, KAUFFMAN & MERSEN P.C.
716 South 20th Avenue, Suite 101
Bozeman, Montana 59718

**SECOND AMENDMENT TO BY LAWS
OF
URBAN VILLA CONDOMINIUM OWNERS ASSOCIATION**

The Board of Directors of the Urban Villa Condominium Owners Association has unanimously approved the following amendment to the By Laws of the Urban Villa Condominium Owners Association, originally recorded on November 26, 2007 with the Gallatin County Clerk and Recorder at document number 2285376.

ARTICLE III, is amended to add the following:

Section 6: Owners Association's Rights and Restrictions.

The Association has the right to grant utility easements under, through or over the common elements, which are reasonably necessary to the ongoing development and operation of the project.

ARTICLE VI, is amended to add the following:

Section 5: Add at the end of the paragraph:

To the extent permitted by law, any lien for common area assessments that becomes payable on or after the date of recordation of the first mortgage, shall be subordinate to the first mortgage on the unit. Such a lien shall not be affected by any sale or transfer of a unit, except that a sale or transfer of a unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expenses and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit so sold or transferred from the lien of any common expense charges thereafter becoming due.

Section 7: There shall be established an adequate reserve fund for the periodic maintenance, repair and replacement of the common elements, which fund shall be maintained out of regular assessment for common expense. Additionally, a working capital fund must be established for the initial months of the project operations equal to at least a two months' estimated common area charge for each unit.

2293618

Page: 2 of 3
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21.00

Charlotte Mills-Gallatin Co MTMISC

ARTICLE VIII: The following language is added:

Section 1(b), at the end of the paragraph:

Such policies shall provide that they may not be cancelled or substantially modified, without at least 10 days' prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies, who has previously requested such notice in compliance with the Declaration and its Addendum.

Section 2: add:

d. Flood Insurance in an amount deemed appropriate by the Association but not less than 100% of current replacement cost of all buildings within any area having special flood hazards. If no flood hazards exist then this insurance is not mandatory.

e. Fidelity Bonds shall be required to be maintained by the Association for all officers, directors, and employees of the Association and all other person handling, or responsible for, funds of or administered by the Association. When the management agent has the responsibility for handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association of the management agent at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to 3 months aggregate assessments on all units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons service without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a common expenses. The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association or Insurance Trustee. Further, the bond shall provide such notice to the FNMA Servicer, if applicable.

Section 4: add

c. The Trustee shall recognize a waiver of the right of subrogation against the unit owners individually; that the insurance is not prejudiced by any act or neglect of individual unit owners which is not in the control of such owners collectively; and that the policy is primary in the event the unit owner has other insurance covering the same loss.

d. The coverage shall be for at least \$1,000,000 for bodily injury, including death of persons and property damage arising out of a single occurrence. Coverage under the policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of person in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association.

After recording please return to:
KASTING, KAUFFMAN & MERSEN P.C.
716 South 20th Avenue, Suite 101
Bozeman, Montana 59718

**SECOND ADDENDUM TO
DECLARATION OF UNIT OWNERSHIP FOR
URBAN VILLA CONDOMINIUMS**

By this Second Addendum, the Declarants, Jason Schwartz, James R. Schwartz and Jan Schwartz do amend the Declaration of Unit Ownership for Urban Villa Condominiums which was recorded at the Gallatin County Clerk and Recorder on November 26, 2007 at document number 2285376, as amended by document number 2293617 recorded on March 7, 2008.

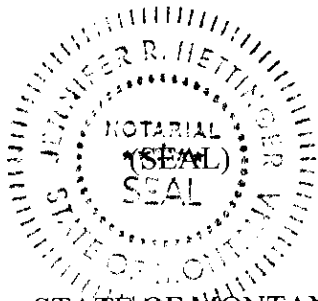
The addendum amends paragraph three in its entirety as follows:

3. Name and Description of Project.

The property shall be known as Urban Villa Condominiums.

The project consists of four (4) separate buildings with forty-one (41) separate units which will be built as a phased project. The buildings are of wood frame construction with concrete foundation, composite clapboard exterior, and asphalt shingle roofs. This site plan showing the location of the buildings on the property, the floor plans for each unit, the size of each unit, and the location and unit designation for each unit were submitted with the Declarations as Exhibit A. Attached to this second addendum as Exhibit C is a revised phasing plan for the project.

DATED this 23RD day of APRIL, 2008.



Notary Public for State of Montana
Printed Name: Jennifer R. Hettinger
Residing at: Belgrade MT
My Commission Expires: July 30 2009

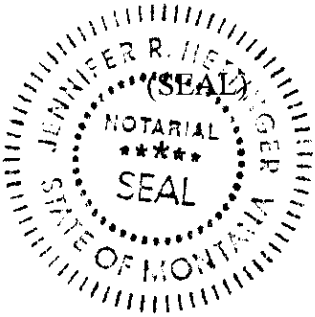
STATE OF MONTANA)

:ss.

County of Gallatin)

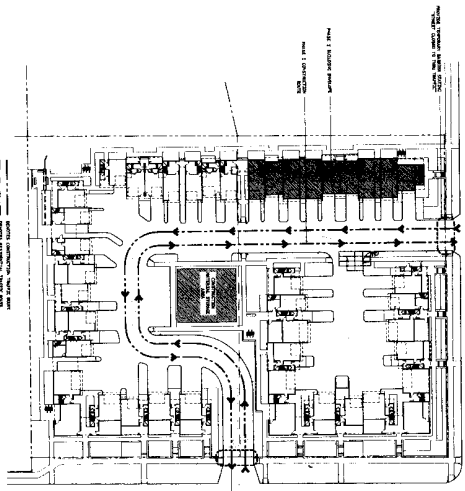
On this 23 day of April, 2008, before me, the undersigned officer, personally appeared **Jan Schwartz**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as owner for and on behalf of Urban Villa Condominiums, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this instrument first above written

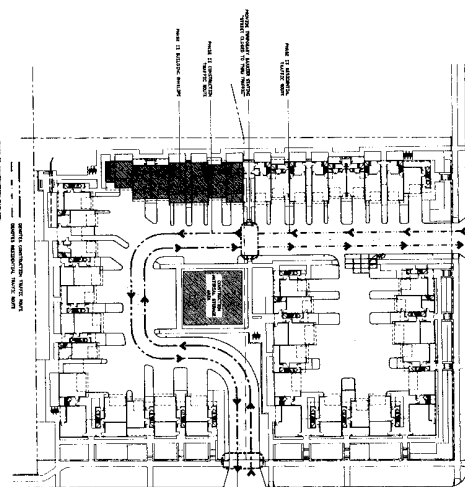


Jennifer R. Hettinger
Notary Public for State of Montana
Printed Name: Jennifer R. Hettinger
Residing at: Belgrade MT
My Commission Expires: July 30 2009

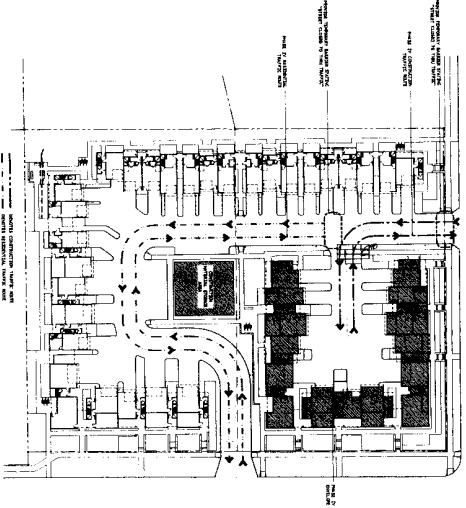




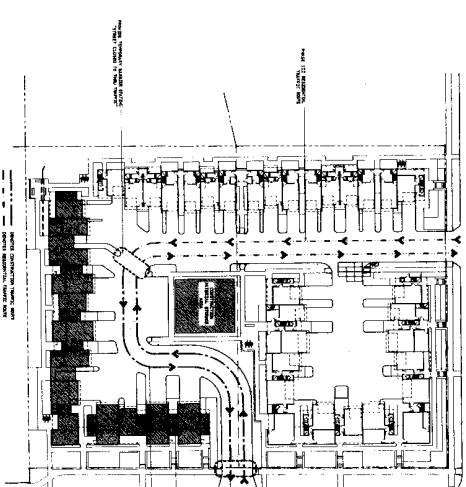
1 PHASE I SITE DIAGRAM



2 PHASE II SITE DIAGRAM



3 PHASE III SITE DIAGRAM



4 PHASE IV SITE DIAGRAM

SCHWARTZ
 CONSULTANTS
 3237 N. 27th Street
 4800 50th Avenue
 Golden, Colorado 80133
 (303) 440-1111
 www.schwartzconsultants.com

HARMON
 715 South 50th
 Suite 100
 Boulder, Colorado 80513
 (303) 440-2021

C. & H. ENGINEERING
 1501 Spawing Drive
 Suite 100
 Boulder, Colorado 80513
 (303) 440-1111

SCHWARTZ CONSTRUCTION
 515 South Peak
 Suite 100
 Boulder, Colorado 80513
 (303) 440-1111

Revised:	DATE:	BY:
Drawn:	DATE:	BY:
Checked:	DATE:	BY:
Approved:	DATE:	BY:

PROJECT PHASING
 ARCHITECTURAL
 PLAN
A001.00

Return To:
Security Title Company
P.O. Box 6550
Bozeman, MT 59771-6550

Please Return To:
Urban Villas, LLC
545 Lincoln Ave, Suite 11
Winnetka, IL 60093

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 15th 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, Rd Wilmette, IL 60091

My commission expires: 2-27-2024

