

Downtown Class A Office Space for Lease



101 East Front Street, 3rd Floor, Missoula, MT 59802



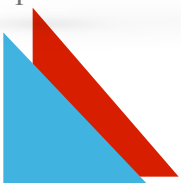
3rd Floor

Rare large-format, Class A office space in downtown Missoula. The prestigious First Interstate Bank building is a Missoula landmark featuring LEED green building design, second-to-none river, mountain and city views, a fitness facility with lockers and showers for tenants, penthouse conference room and event space, and even indoor bicycle storage. This space is located on the third floor of the building and offers up to 15,000 rentable square feet which can be demised into smaller spaces.

- ▶ Class A Office in the First Interstate Bank Building
- ▶ Located in the heart of Downtown Missoula
- ▶ Great Building Amenities

406.532.9233

Julie Gardner Realtor®, JD, MPA
(406) 532-9233
JulieGardnerProperties@gmail.com
www.JulieGardnerProperties.com



MEET OUR TEAM



Julie Gardner is a licensed attorney and REALTOR®. Having practiced real estate law in Missoula for nearly ten years, Julie has extensive experience in the Missoula real estate market. From commercial developments to 1031 exchanges, from conservation properties to families' dream homes, Julie has a breadth of experience unique among real estate professionals.



Western Montana's Leading Commercial Real Estate Department

ERA Lambros Real Estate is home to Montana's leading Commercial Real Estate Department. With more dedicated Commercial Realtors®, ERA Lambros offers the experience and expertise essential to successfully navigate your commercial real estate transactions. The Commercial Realtors® at ERA Lambros represent Sellers, Buyers, Landlords and Tenants, and have specific background and training in the transfer of all types of commercial properties.

Peter Lambros joined the family real estate business over twenty years ago, and has been providing his clients with superior guidance throughout his career. His expertise include property development, real estate portfolio strategic planning, and transaction negotiation.





Property Description

Buyers and/or their Agent are responsible for checking all property data including but not limited to square footage, zoning & anything pertinent to a transaction.

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Information on Property:

LEED Green Building Design offering Class A office space on the 3rd floor of the First Interstate Bank Building. Up to 15,000 rentable square feet which can be demised into smaller spaces.



Additional Information:

36 Offices

Gym/Showers for Tenants

Professional Co-Tenants

3 Conference Rooms

Secure Bike Storage

Downtown Location

River and Mountain Views

Penthouse Conference Center

Potential to Customize the Space



Economics (estimates)



First Interstate Business Center - 3rd Floor			
Operating Expenses per RSF - 2023 Estimates			
Utilities			
	Total Utilities (water, electricity, gas, garbage, telephone and sewer)		1.55
Taxes & Insurance			
	Insurance		0.30
	Property Taxes		5.46
	Total Taxes & Insurance		5.76
Common Area Maintenance (CAM)			
	Maintenance Repairs & Supplies & Janitorial		0.80
	Elevator Repairs		0.15
	Air/Heating/Cooling		0.15
	Fire & Property Security		0.11
	Admin Fee		0.81
	Reserve for Replacement		0.50
	Fitness Area		0.45
	Total CAM		2.97
Total Estimated Operating Expenses			10.28



Third Floor Layout



Current Buildout



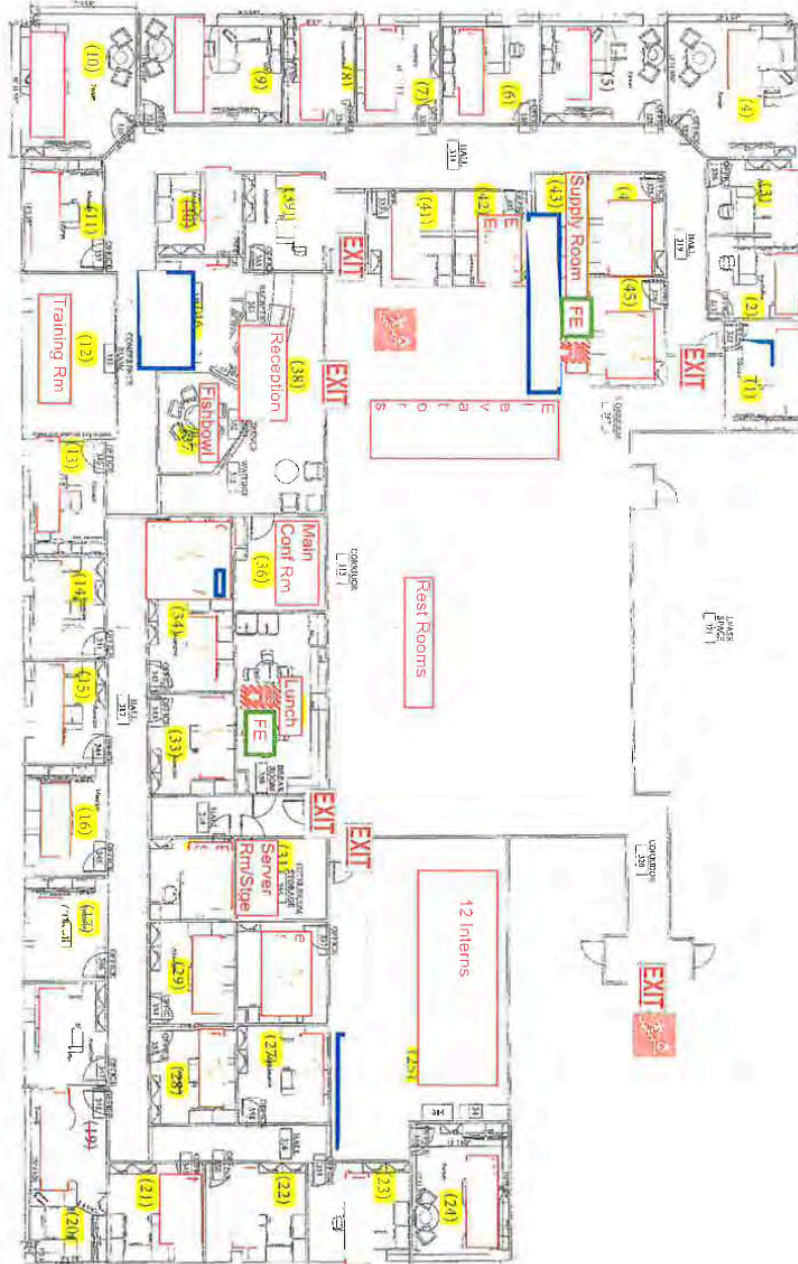
P = Printer

C=Copier

MFD

S=desktop scanner

FE= Fire Extinguisher



- 22 Outer offices
- Inner offices
- 12 workspaces Intern Pod





Taxes

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Missoula COUNTY

Shopping Cart: 0 items [\$0.00]

[New Search](#)

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[Help](#)

Parcel Number: 4648979

MP#: ~FIB

Status: Current

Receipt: 40300

2023 Owner(s):
FIRST INTERSTATE BANK

Mailing Address:

ATTN: FINANCE BR#1400

PO BOX 30918

BILLINGS, MT 59116

Levy District:

1.1F, CITY, TRANS, FRONT STREET

2023 Value:

Market: \$3,896,200

Taxable: \$73,638

[Detail](#)

2023 Taxes:

[View Pie Charts](#)

First Half: \$34,142.26 **Due:** 12/8/2023

Second Half: \$34,076.05 **Due:** 5/31/2024

Total: \$68,218.31

[Detail](#)

2023 Payments:

First Half: \$0.00

Second Half: \$0.00

Total: \$0.00

(May include penalty & interest)

2023 Legal Records:

Geo Code: 04-2200-22-2-08-06-7300

Property address: 101 E FRONT ST, MISSOULA MT 59802

TRS: T13 N, R19 W, Sec. 22

Legal: FIRST INTERSTATE BUSINESS CONDOMINIUMS,
S22, T13 N, R19 W, UNIT 3

Note: The accuracy of this data is not guaranteed. Property Tax data was last updated 10/31/2023 02:00 PM.

If you are sending your payments in by mail, address them To:

Missoula County
200 W Broadway
Missoula, MT 59802

Include Taxpayer ID with payments.





Cama

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Property Record Card

Summary

Primary Information

Property Category: RP **Subcategory:** Commercial Property
Geocode: 04-2200-22-2-08-06-7300 **Assessment Code:** 0004648979
Primary Owner: **PropertyAddress:** 101 E FRONT ST
 FIRST INTERSTATE BANK MISSOULA, MT 59802
 ATTN: FINANCE BR#1400 **COS Parcel:**
 BILLINGS, MT 59116

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision: FIRST INTERSTATE BUSINESS CONDOMINIUMS

Legal Description:

FIRST INTERSTATE BUSINESS CONDOMINIUMS, S22, T13 N, R19 W, UNIT 3

Last Modified: 7/14/2022 4:23:18 AM

General Property Information

Neighborhood: 204.805.K **Property Type:** CONDO_U - Condo - Urban
Living Units: 1 **Levy District:** 04-0583F-1-1F
Zoning: **Ownership %:** 100
Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 15.628 **Limited:** 0

Property Factors

Topography: **Fronting:**
Utilities: **Parking Type:**
Access: **Parking Quantity:**
Location: **Parking Proximity:**

Land Summary

Land Type	Acres	Value
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	0.000	00.00

Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
-----------	------	------	---------------	-----------------	---------------

Owners

Party #1

Default Information: FIRST INTERSTATE BANK
 ATTN: FINANCE BR#1400
Ownership %: 100
Primary Owner: "Yes"
Interest Type: Conversion
Last Modified: 1/20/2021 9:22:26 AM

Other Names

Other Addresses

Name **Type**

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2022	136897	3949460	4086357	COST
2021	136897	3949460	4086357	COST
2020	138404	3718050	3856454	COST

Market Land

Market Land Info

No market land info exists for this parcel

Dwellings

Existing Dwellings

No dwellings exist for this parcel

Other Buildings/Improvements

Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

Commercial

Existing Commercial Buildings

Building Number	Building Name	Structure Type	Units/Bldg	YearBuilt	
1	1st Interstate condo	355 - Office Condominium	1	2008	View

General Building Information

Building Number: 1 **Building Name:** 1st Interstate condo **Structure Type:** 355 - Office Condominium
Units/Building: 1 **Identical Units:** 1 **Year Remodeled:** 0
Grade: V **Year Built:** 2008 **Percent Complete:** 0
Class Code: 3507 **Effective Year:** 0

Interior/Exterior Data Section #1

Level From: 01 **Level To:** 01 **Use Type:** 053 - Office

Dimensions

Area: 11,080 **Use SK Area:** 0
Perimeter: 416 **Wall Height:** 14

Features

Exterior Wall Desc: 12 - Glass & Masonry **Construction:** 2-Fire Resistant **Economic Life:** 55
% Interior Finished: 100 **Partitions:** 2-Normal **Heat Type:** 2-Hot Water or

Steam

AC Type: 1-Central
Physical Condition: 3-Normal

Plumbing: 2-Normal
Functional Utility: 3-Normal

Building Other Features

No other features exist for this interior/exterior detail

Interior/Exterior Data Section #2

Level From: 01 **Level To:** 01 **Use Type:** 082 - Multi-Use Office

Dimensions

Area: 2,776
Perimeter: 114

Use SK Area: 0
Wall Height: 14

Features

Exterior Wall Desc: 12 - Glass & Masonry

Construction: 2-Fire Resistant

Economic Life: 55

% Interior Finished: 100

Partitions: 2-Normal

Heat Type: 2-Hot Water or Steam

AC Type: 1-Central

Plumbing: 2-Normal
Functional Utility: 3-Normal

Physical Condition: 3-Normal

Building Other Features

No other features exist for this interior/exterior detail

Elevators and Escalators

No elevators or escalators exist for this building

Ag/Forest Land

Ag/Forest Land

No ag/forest land exists for this parcel



MAPS

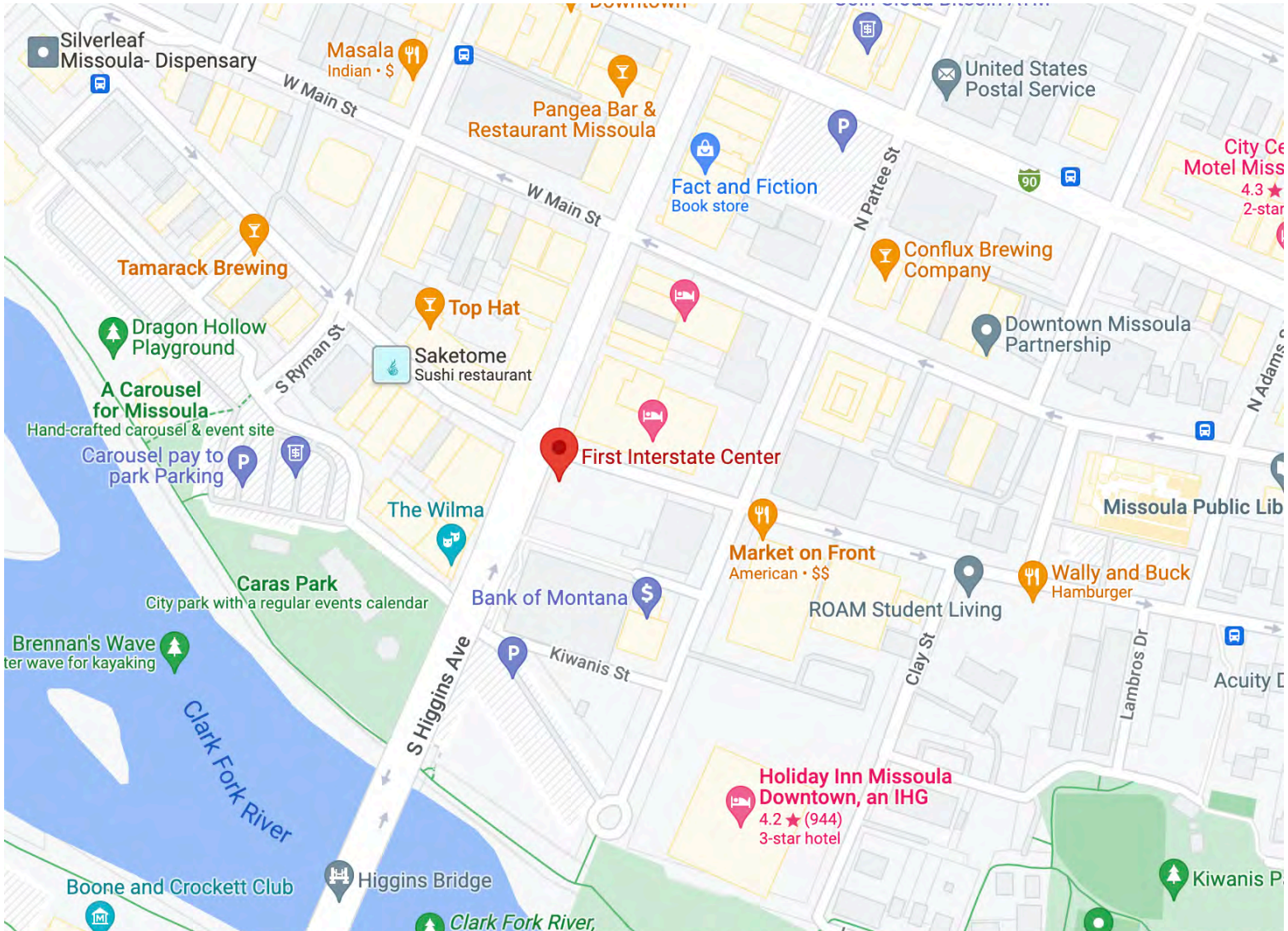
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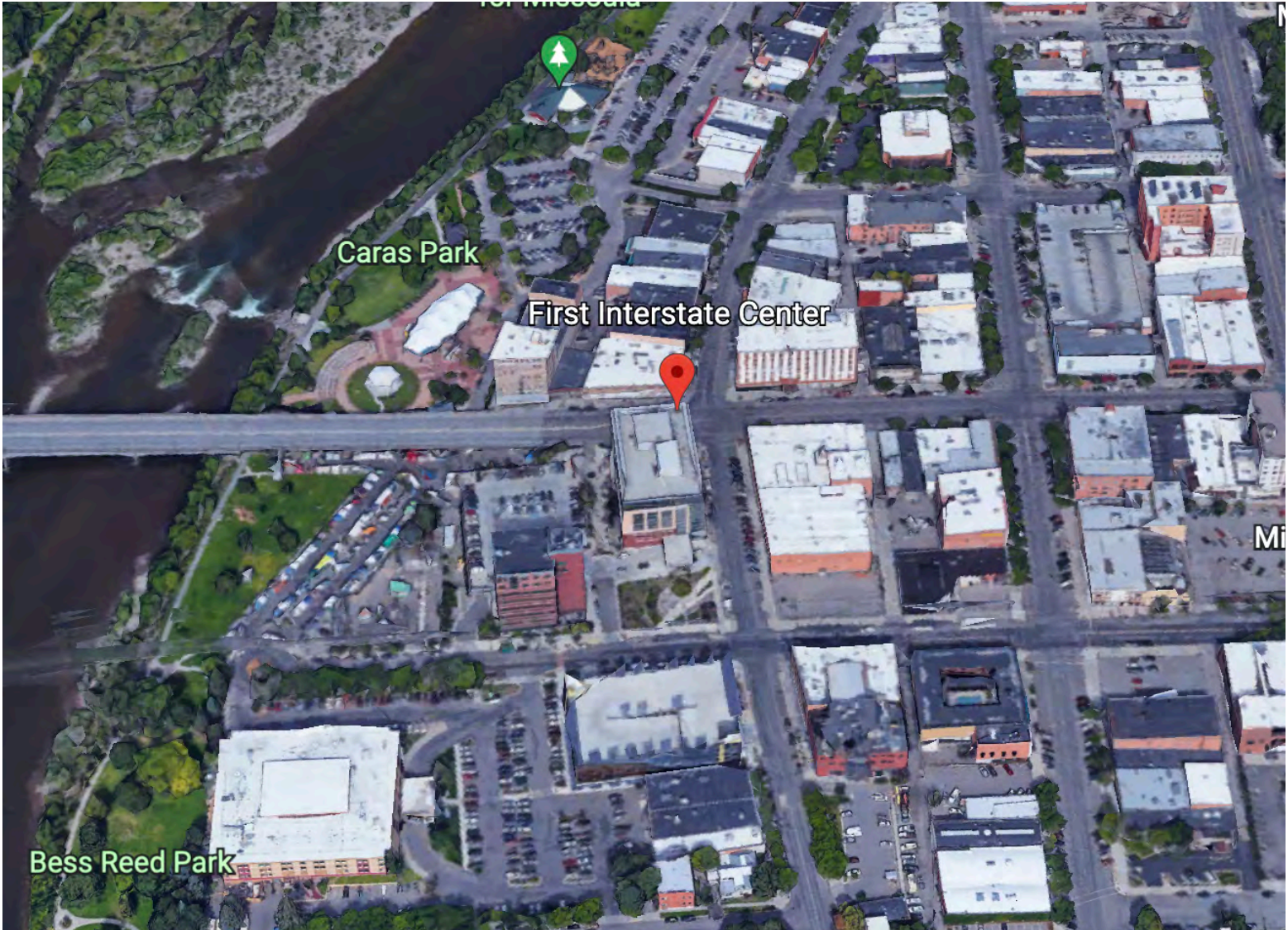


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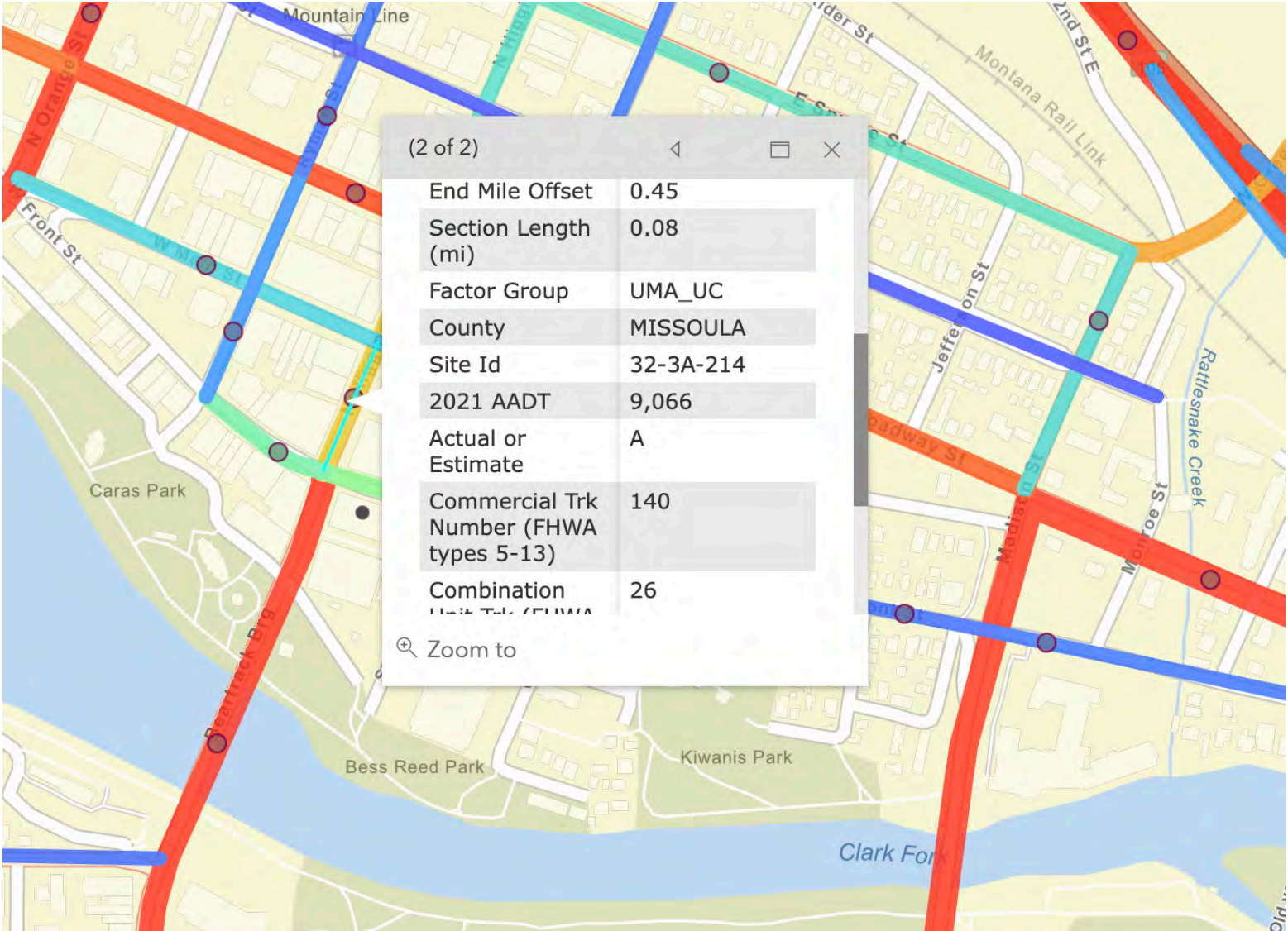
Map



Map



Traffic Count





SEWER

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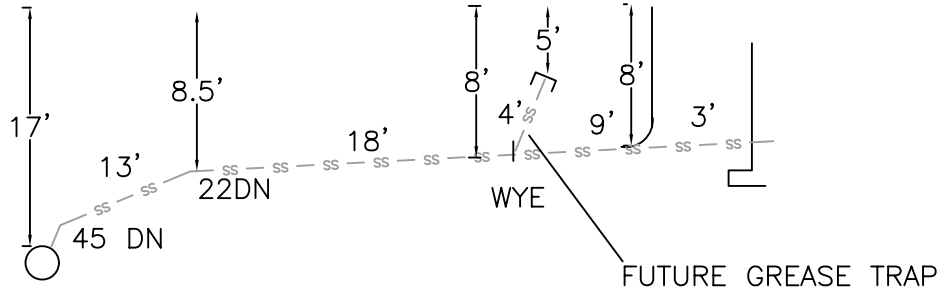
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SANITARY SEWER CONNECTION

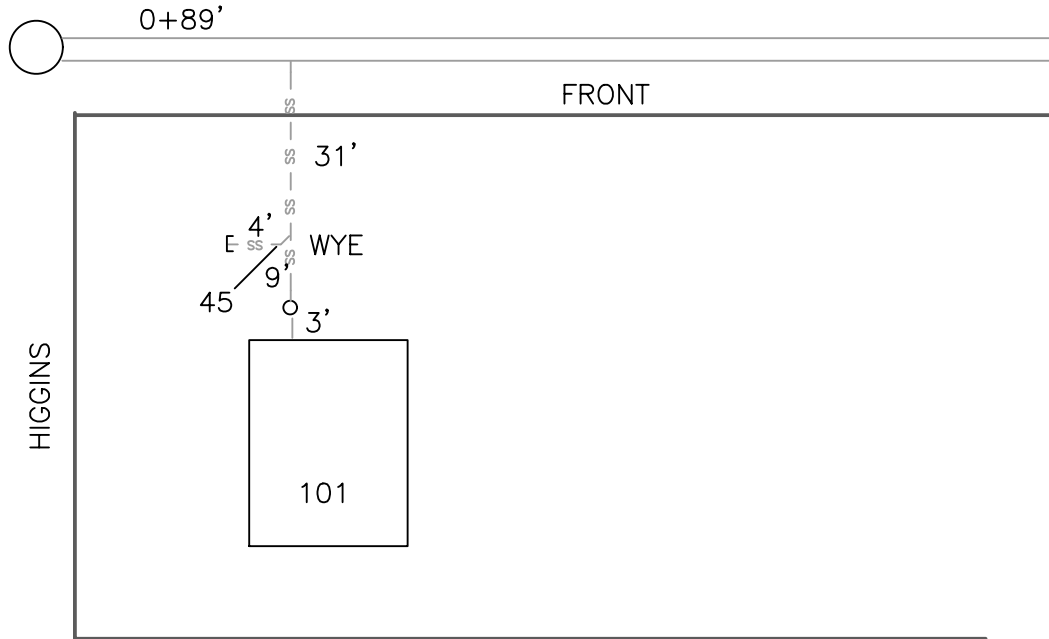
PERMIT NO. EXC080107 DATE 08/21/2008 CONTRACTOR EVANS & EVANS EXCAVATING
 LEGAL ORIGINAL TOWNSITES FRAC OF LOTS 3 & 4, ALL 5 THRU 10 BLK5
 STREET ADDRESS 101 E FRONT ST MATERIALS 6" SCH 40 PVC
 TYPE OF CONNECTION C DYE TEST# _____ DATE **/**/** STATUS _____
 (<DS>Drystub (<C>Connection (<RC>Repair (<STS>STEP System (<DLS>Dry Laid STEP
 (<SD>Sand & Oil (<GT>Grease Trap DYE TEST: (<C> Connected (<NC> Not Connected
 Main Location STREET Station _____

REMARKS 22-13N-19W
 WYE INSTALLED FOR FUTURE GREASE TRAP

PROFILE



PLAN



NOTICE: The City of Missoula is not responsible for insuring or guaranteeing the accuracy of the compilation of this information and shall not be held accountable for the accuracy of these records and/or for any expenses or damages incurred from any reliance on these records by anyone. On-site field verification by excavation or detection methods is always necessary to locate any sanitary sewer line.



WATER

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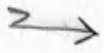
www.JulieGardnerProperties.com

ACCT NO. 101 STREET E. Front ADDRESS 157 Taylorstate Ave STANDARD

WATER SERVICE PIPE STATISTICS - MISSOURI

DATE TAP MADE 8/08

SKETCH



C.B. TO MAIN MEAS. 11'

SIZE OF TAP 4" x 6"

SIZE AND KIND OF MAIN 10" E

SIZE OF SERVICE PIPE 4"

DEPTH OF MAIN 5'

DEPTH OF SERVICE AT MAIN S.S

DEPTH OF SERVICE AT C. BOX _____

DEPTH OF SERVICE AT HOUSE _____

INSULATION _____ THAW WIRE _____



E. Front ← Fine
Domestic

2885 - Fine - 13'2" NNB L
19'4" WER L

- Domestic - 13'9" NNB L
28'4" WER L

To Street
G.F. 9/2/09

NOTICE: The City of Missouri is not responsible for insuring or guaranteeing the accuracy of the compilation of this information and shall not be held accountable for the accuracy of these records and/or for any expenses or damages incurred from any reliance on these records by anyone.

E. Front

101

CCT NO.

STREET

WATER SEF

W
 N
SKETCH

~~DATE FAP MADE~~ 8/108

Higgins

C. B. TO MAIN MEAS. 1'

SIZE OF TAP 4" x 6"

SIZE AND KIND OF MAIN 18" K

SIZE OF SERVICE PIPE 4" DI

DEPTH OF MAIN 5.5

DEPTH OF SERVICE AT MAIN 5.5

DEPTH OF SERVICE AT C. BOX

DEPTH OF SERVICE AT HOUSE

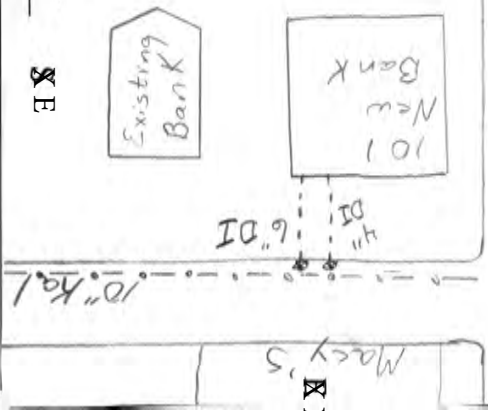
INSULATION THAW WIRE

4" top 19" NBSL 21" LBSL

6" top 19" NBSL 18" WBSL

S

N



E

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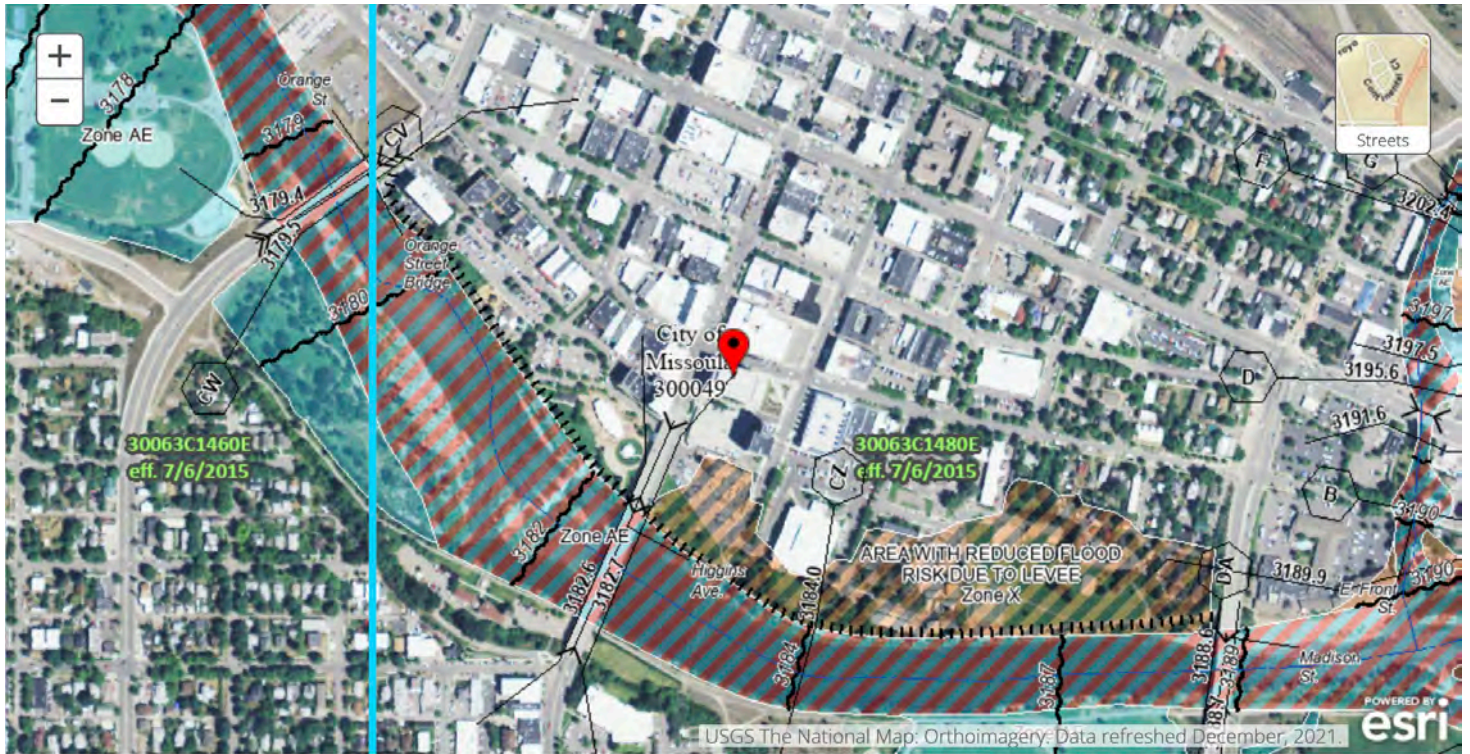
FLOODPLAIN

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<p>PIN</p> <ul style="list-style-type: none"> Approximate location based on user input and does not represent an authoritative property location <p>MAP PANELS</p> <ul style="list-style-type: none"> Selected FloodMap Boundary Digital Data Available No Digital Data Available Unmapped <p>OTHER AREAS</p> <ul style="list-style-type: none"> NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone D Otherwise Protected Area Coastal Barrier Resource System Area 	<p>SPECIAL FLOOD HAZARD AREAS</p> <ul style="list-style-type: none"> Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Regulatory Floodway Zone AE, AO, AH, VE, AR <p>OTHER AREAS OF FLOOD HAZARD</p> <ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes, Zone X Area with Flood Risk due to Levee Zone D 	<p>OTHER FEATURES</p> <ul style="list-style-type: none"> 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation 17.5 Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature <p>GENERAL STRUCTURES</p> <ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------





ZONING

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Missoula A What's My Zoning? Missoula Maps City of Missoula Title 20 Zoning Code

Near Me Search

Search for an address or locate on map

101 E Front St, Missoula, MT, 59802, L X

Show results within (Feet) 0

< City Zoning

City Zoning	
Zoning	CBD-4
Base	CBD-4
Ordinance Number	
Ordinance Date	
Resolution Number	
Resolution Date	

Search result

101 E Front St, Missoula, MT, 59802, USA

[Zoom to](#)

0.4mi

-114.046 46.827 Degrees

Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologie... esri





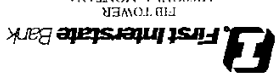
CC&R's

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100% Construction Documents





100% Construction Documents



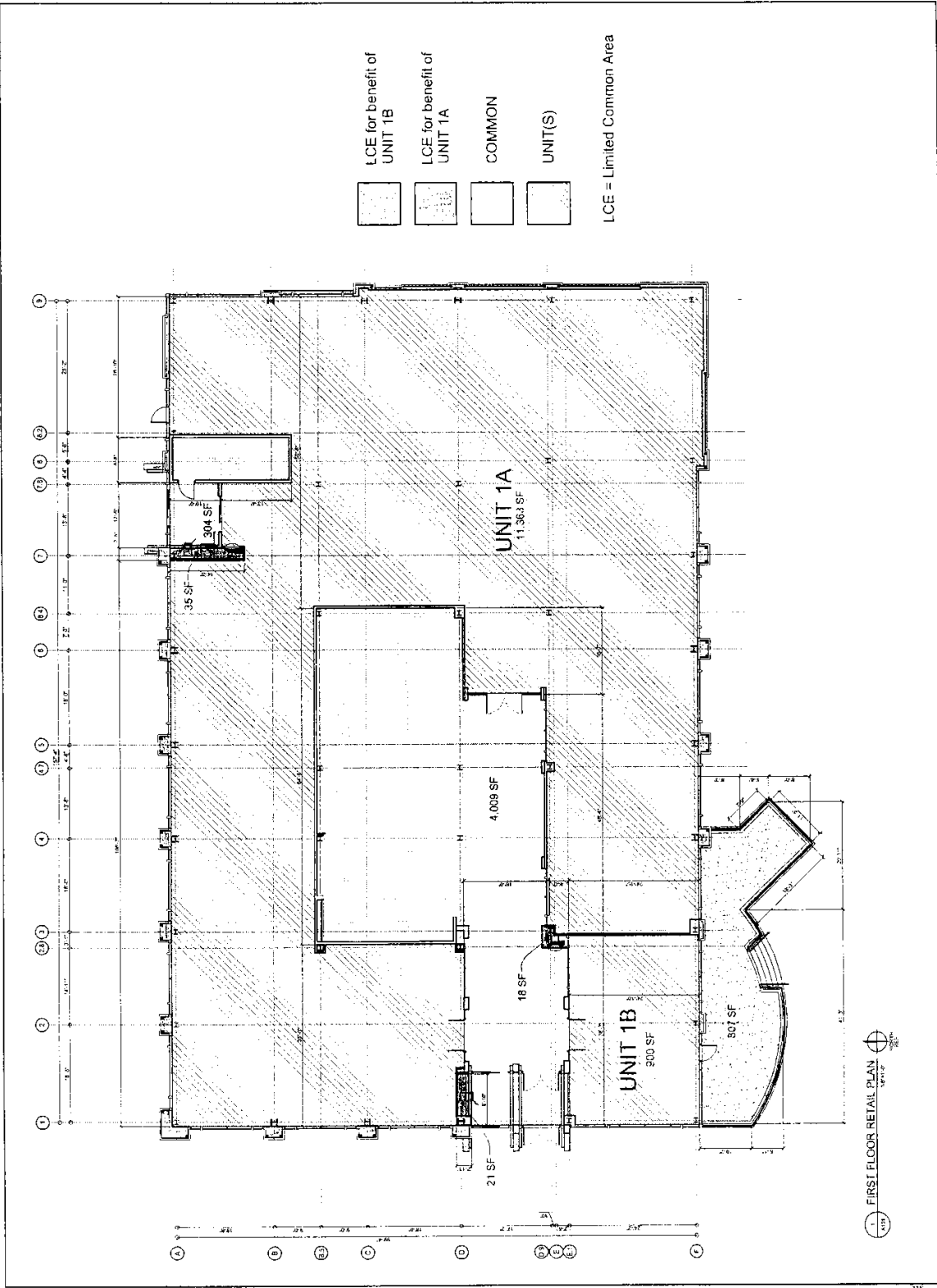
PHILIP L. LARSEN ARCHITECT

SHRITT A101

TENANT IMPROVEMENT

-  LCE for benefit of UNIT 1B
-  LCE for benefit of UNIT 1A
-  COMMON
-  UNIT(S)

LCE = Limited Common Area



REVISIONS



100% Construction Documents

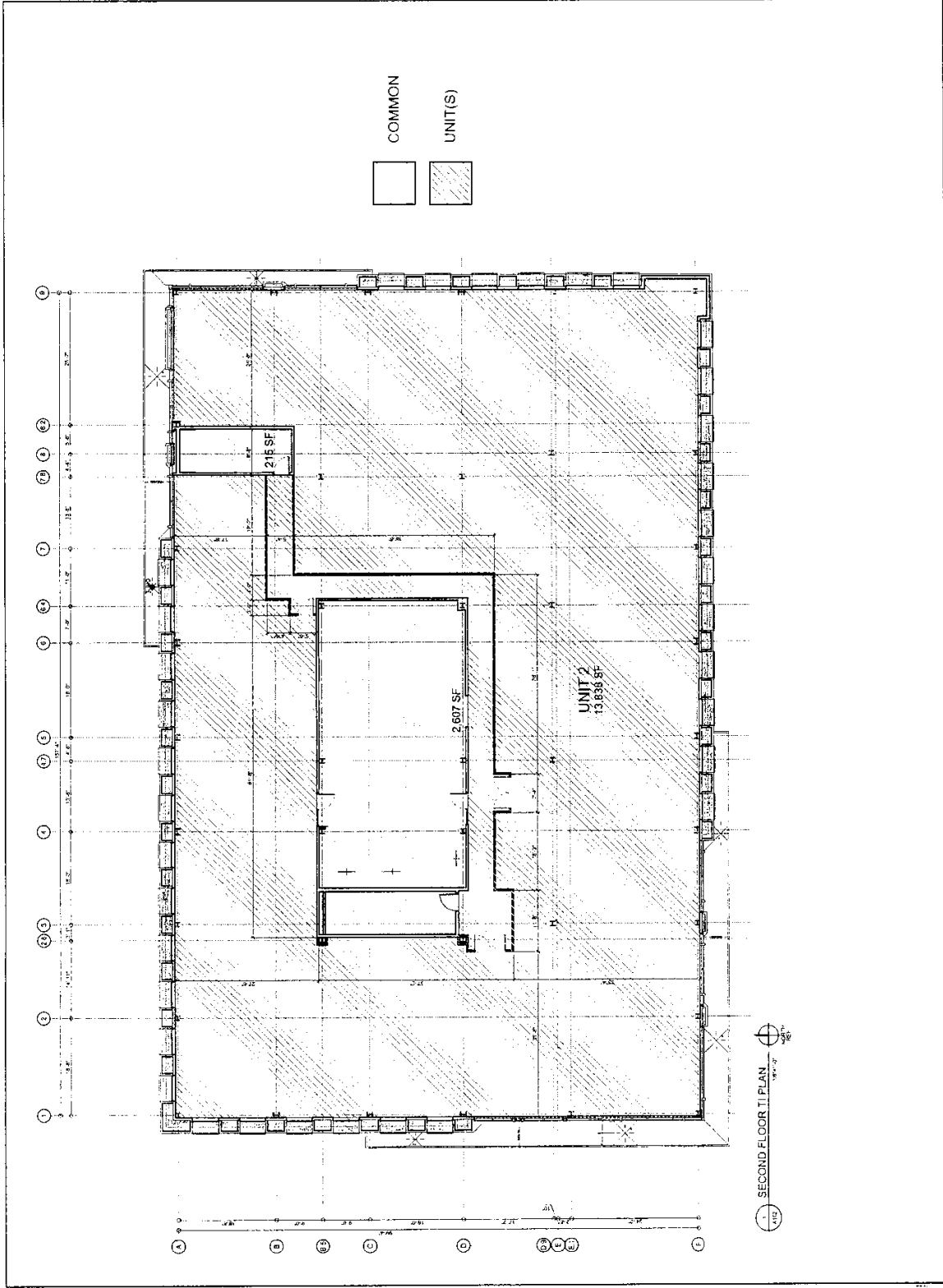
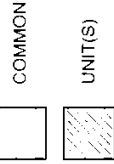
PROJECT NO. 09-000211
 PROJECT NAME: 100% CONSTRUCTION DOCUMENTS
 DRAWN BY: J. W. ...
 CHECKED BY: ...
 DATE: 11/24/09
 SCALE: AS SHOWN
 SHEET NO. 102
 SHEET TOTAL 102



STATE OF MONTANA
 PROFESSIONAL ENGINEER

SHEET
 A102

TENANT IMPROVEMENT



1 SECOND FLOOR TI PLAN



11/24/2009 04:21:26 PM

REVISIONS

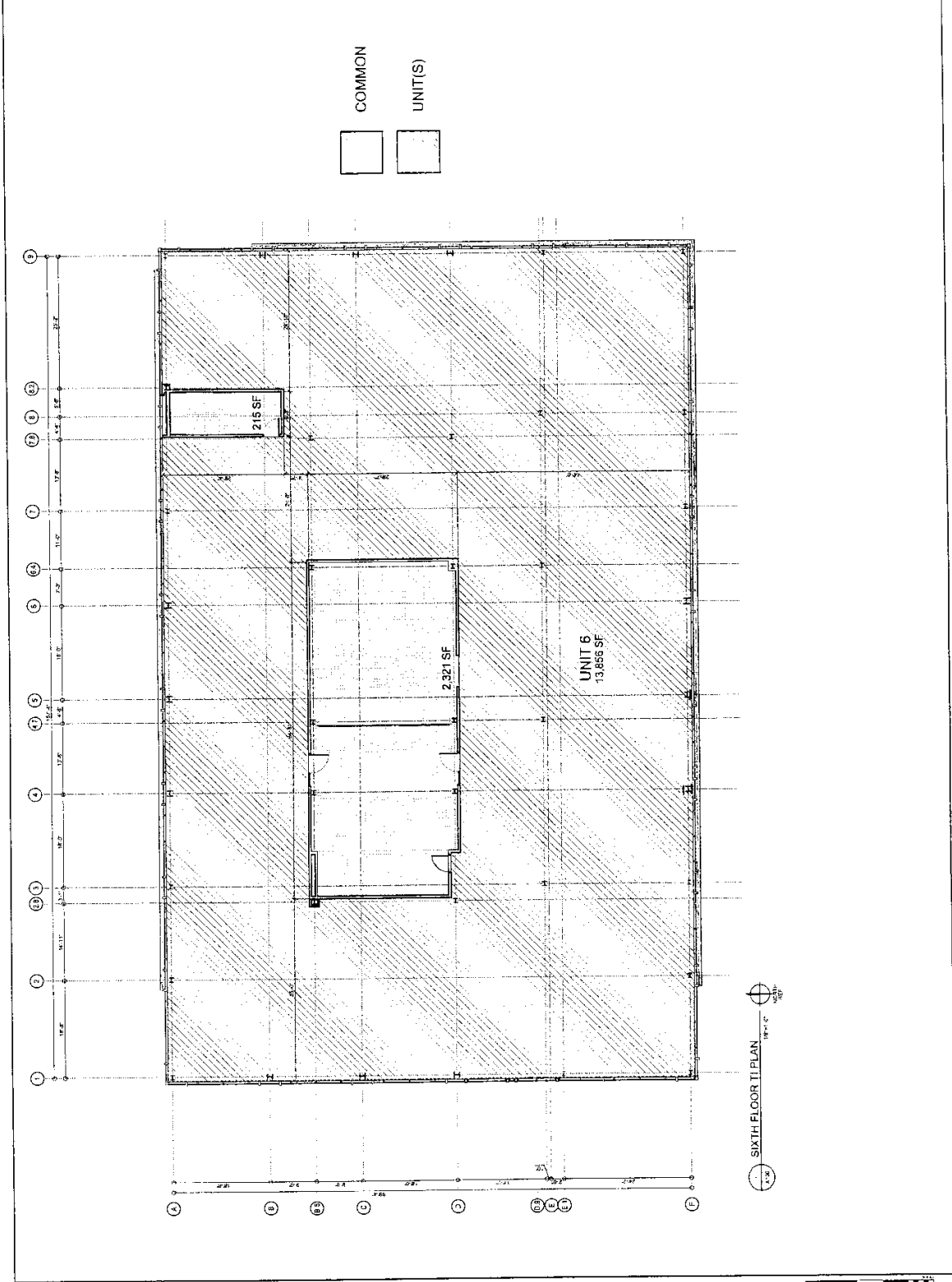
MISSOURI A MONTANA
FIB TOWER
First Interstate Bank

100% Construction Documents

OWNER: ...
ARCHITECT: ...
ENGINEER: ...
DATE: ...

SIXTH FLOOR IMPROVEMENT
SHEET
A106


TENANT IMPROVEMENT



0 5 10 15 20

23
K22

WHEN RECORDED RETURN TO:
First Interstate Bank
Attn: David Olson
101 E. Front Street
Missoula, Montana 59802

200927961 B: 851 P: 411 Pages: 24
11/24/2009 04:21:26 PM Miscellaneous
Vickie M Zeier, Missoula County Clerk & Recorder


**DECLARATION OF CONDOMINIUM
FOR
FIRST INTERSTATE BUSINESS CENTER**

RECITALS:

A. First Interstate Bank, a Montana banking corporation ("FIB") owner of record, submits the following Declaration of Condominium for First Interstate Business Center (the "Declaration") for approval and filing by the Montana Department of Revenue and to the County Clerk and Recorder of Missoula County, Montana, for filing under the Unit Ownership Act of the State of Montana, Section 70-23-301 et seq., Mont. Code Annotated (2009) as such Act exists as of the date of recording of this Declaration. The Unit Ownership Act is referred to as the "Act."

B. The purpose of this Declaration is to submit the described real property, and the improvements constructed thereon, to the condominium form of ownership and use in accordance with the Act. The real property included within the project is located in Missoula County, Montana, is owned in fee simple by First Interstate Bank, the owner of record, and is more particularly described on the attached Exhibit A (the "Real Property").

C. The Real Property and the improvements constructed on the Real Property (collectively the "Property") shall be known as First Interstate Business Center and shall consist of one building. The building will be six (6) stories and a basement and contain ten (10) separate condominium units all as more particularly identified in this Declaration including the attached Exhibit B. The condominium units will be used solely for the purposes more particularly provided in this Declaration and the Bylaws of the First Interstate Business Center Owners Association.

D. The principal materials used in construction of the Building and the Units are described on the attached Exhibit C.

E. This Declaration shall be subject to (A) all reservations, exceptions, and conditions of record and any patents from the United States or the State of Montana; (B) all existing easements, rights of way and restrictions apparent or of record; (C)

taxes and assessments for the current year and subsequent years; (D) all prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons; (E) building, use, zoning, sanitary, and environmental restrictions and (F) the matters stated on Schedule 1, hereto (collectively the "Encumbrances").

IN ACCORDANCE WITH THE FOREGOING, the Declarant executes this Declaration:

1.0 Definitions. Capitalized terms used in this Declaration shall be accorded the following meanings:

1.1 "Adjacent Development" means as defined in Section 11.

1.2 "Additions or Alterations" means improvements, replacements, remodeling, alterations, additions, enlargements or expansions in, on, or to a Unit, including any and all fixtures, machinery and equipment.

1.3 "Articles" means the Articles of Incorporation of the Association.

1.4 "Assessment" means a Regular Assessment, Special Assessment or Default Assessment.

1.5 "Association" means the First Interstate Business Center Owners Association, a Montana not for profit corporation, together with any successor.

1.6 "Building" means the structure on the Real Property in which the Units are located and all additions, improvements, fixtures and related property forming a part of the Project.

1.7 "Bylaws" means the Bylaws of the Association as amended from time to time.

1.8 "Common Elements" means the General Common Elements and the Limited Common Elements, collectively.

1.9 "Common Expenses" means:

1.9.1 Expenses of administration, maintenance, operation, repair, or replacement of the General Common Elements.

1.9.2 Expenses designated as common by the Association.

1.9.3 Expenses declared common by this Declaration or the Bylaws.

1.9.4 Expenses required to be common expenses under the Act.

1.10 "Common Rental Income" means income of the Association from the leasing or renting of any portion of the Common Elements.

1.11 "Common Interest Percentages" means as defined in Section 2.3.

1.12 "County" means the County of Missoula, Montana.

1.13 "Declarant" means F1B.

1.14 "Declaration" means this Declaration of Condominium for First Interstate Business Center as it may be amended from time to time.

1.15 "General Common Elements" means, unless specifically designated a Limited Common Element or a Unit or otherwise by the consent of all Owners:

1.15.1 the Real Property; and

1.15.2 the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances, and exits of the Building;

1.15.3 the basements, yards, gardens, parking areas, and outside storage spaces, private pathways, sidewalks and private roads, if any;

1.15.4 installations of central services such as power, light, communication lines, gas, hot and cold water, heating, ventilation, air conditioning, waste disposal, and incinerating;

1.15.5 the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;

1.15.6 portions of the Building designated for storage, or other use for repair and maintenance of the Building; and

1.15.7 all other elements of the Building necessary or convenient to its existence, maintenance, and safety or normally in common use.

1.16 "Guest" means any person using a Unit with the express or implied permission or consent of an Owner or by, under or through the right of an Owner.

1.17 "Initial Unit" means the Units created upon the initial recording of this Declaration.

1.18 "Limited Common Elements" means the Common Elements reserved for use by less than all of the Owners and as more particularly identified as Limited Common Elements in the Plans.

1.19 "Manager" means a Person appointed by the Association to perform all or any part of the Association's duties of management of the Project.

1.20 "Member" means a Person that holds a membership in the Association.

1.21 "Mortgage" shall include a deed of trust, trust indenture, mortgage, or contract for deed or similar instrument.

1.22 "Mortgagee" shall mean a person or entity to which a Mortgage is made, and shall include the beneficiary of a deed of trust or trust indenture and the seller under a contract for deed.

1.23 "Mortgagor" shall mean a person or entity who mortgages his or its property to another (i.e., the maker of a Mortgage), and shall include the trustor or grantor of a deed of trust or trust indenture, and a buyer under a contract for deed.

1.24 "Net Proceeds" when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award remaining after payment of all expenses, including attorneys' fees and any extraordinary expenses incurred in the collection of such gross proceeds.

1.25 "Owner" means the Person owning a Unit in fee simple individually or as co-owner in any real estate tenancy relationship recognized under the laws of the State of Montana.

1.26 "Person" means a natural person or legal entity.

1.27 "Plans" means the plans attached as Exhibit D as the same may be properly amended from time to time.

1.28 "Project" shall mean and refer to all the Declarant's interest in the Real Property and the Building, and all structures and other improvements, including the Units, General Common Elements and the Limited Common Elements constructed on the Real Property.

1.29 "Required Vote" means unless otherwise stated in these Declarations (a) except with respect to matters for which a specified vote percentage is required under the Act or under these Declarations, the affirmative vote or consent of Owners or Members holding, in the aggregate, a majority of Voting Percentages or (b) the vote or consent required under the Act, if any.

1.30 "Rules and Regulations" means the rules and regulations, if any, adopted and promulgated from time to time by the Association relating to the possession, use and enjoyment of the Building and the Units.

1.31 "Unit" means that part of the Building designated as a Unit in Exhibit D to this Declaration, together with an undivided interest in the General Common Elements and in the Limited Common Elements of such Unit all as more particularly provided in this Declaration and its Exhibits.

1.32 "Unit Boundaries" to the extent that walls, floors or ceilings are designated as the boundaries of any specified Units, all doors and windows therein, and all lath, wall board, plaster board, plaster, paneling, tiles, wallpaper, paint, finished

flooring and any other materials constituting any such part of the finished surfaces shall be deemed a part of such Units, while all other portions of such walls, floors or ceilings shall be deemed a part of the Common Elements. If any item or apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portion serving only that Unit shall be deemed a part of that Unit, while any portion serving more than one Unit or any portion of the Common Element shall be deemed a part of the Common Elements or Limited Common Elements. Any eaves, shutters, awnings, stairs, hallways, door steps, walkways, balconies, patios, and driveways, and any other items or apparatus designed and designated to serve one or more, but less than all, Units, but located outside the boundaries thereof, shall be deemed a Limited Common Element and pertaining to the Unit exclusively, subject, however, to the right of the Board of Directors to provide for maintenance of all Unit exteriors.

1.33 "Voting Percentage" means the voting percentage accorded the Owner of each Unit under this Declaration which shall be the Common Interest Percentages as the same may be modified from time to time.

2.0 Description of Units And Common Interests.

2.1 Units. Each Unit is established in accordance with the Plans and subject to the respective Unit Boundaries in accordance with and as specified on Exhibit D. A Unit shall include all utility installations, heating, air conditioning, telephone, communication and television installations or outlets when located within the Unit and designed for exclusive use within the Unit.

2.2 Unit Description. In interpreting this Declaration, and conveyances, the existing physical boundaries of a Unit constructed in substantial accordance with this Declaration shall be conclusively presumed to be its boundaries rather than any metes and bounds (or other description), regardless of settling or lateral movement of the Building and regardless of minor variances between boundaries shown on the Plans or in an instrument of conveyance.

2.3 Common Interest Percentages. The undivided interest in the General Common Elements which shall be conveyed with each Unit is as set forth on Exhibit D (the "Common Interest Percentages"). The Common Interest Percentages established by this Declaration shall not be changed except in accordance with this Declaration, the Bylaws or the Act. The undivided interests in the General Common Elements shall not be separated from or separately conveyed or encumbered without the respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

2.4 Use of General Common Elements. Unless otherwise designated by the Association, each Owner shall have a nonexclusive easement appurtenant to the Unit for ingress, egress, use and enjoyment on and over the General Common Elements. The Association may designate all or any portion of the General Common Element located in the Building basement for exclusive or limited use as the Association may determine. Without limiting the foregoing, the Association may (a) restrict or prohibit access to the

General Common Elements located in the basement on such terms as the Association may deem appropriate including, without limitation, imposing fees for use or access and (b) may lease or otherwise provide for exclusive or nonexclusive lease, occupancy or operations of all or any portion of the General Common Elements located in the basement to a third party, including, without limitation, exclusive use or operation of such third party or as such third party may deem appropriate.

2.5 Increase in Units. With the prior written consent of Owners holding not less than two-thirds of the Voting Percentages, an Owner may propose an amendment to this Declaration to create additional Units within Initial Unit 1A, 2, 3, 4, 5, or 6 to a maximum of four total Units within such Initial Unit. The Owner shall provide each other Owner and the Association such information as an Owner or the Association may reasonably request including, without limitation, (a) the proposed amendment to this Declaration, (b) the proposed floor plan and configuration of the Units and (c) the proposed Voting Percentages and Common Interest Percentages to be allocated among the Units. All costs and expenses relating to the proposed amendment and creation of the additional Units shall be borne solely by the proposing Owner. The proposed amendment shall be effective only upon the written consent of (i) the Association and (ii) Owners then holding two-thirds of Voting Percentages, excluding the Voting Percentages held by the proposing Owner, and (iii) the then Owner of Unit 1A.

3.0 Use of Units And Common Elements.

3.1 Compliance and Use. Each Unit may be improved, used and occupied for any lawful purpose consistent with and in compliance with (a) zoning laws, regulations, or ordinances pertaining to the Building and the Real Property, (b) the Bylaws, (c) this Declaration and (d) the Rules and Regulations. A Unit shall be used solely for commercial purposes.

3.2 Improvements. Each Unit may be improved with any appropriate fixtures and improvements consistent with the quality, character and architecture of the Building, this Declaration, and the Rules and Regulations. Improvements shall not encroach on the General Common Elements or, except as specifically provided in this Declaration, the Limited Common Elements. Each Owner shall use commercially reasonable best efforts to cause all improvements to be commensurate with the Leadership in Energy and Environmental Design standards employed in the construction of the Building.

3.3 Leasing. Each Owner, including any mortgagee or lender, shall have the right to lease or rent the Unit owned. All lease or rental agreements shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Bylaws and the Rules and Regulations, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.

3.4 Use of Real Property. The Real Property not covered by the Building (and excluding any Limited Common Elements) shall be improved and used only for: (i)

vehicular parking; (ii) vehicular or pedestrian movement to and from the Building, including access to Units; (iii) use by the Owners and occupants of Units and their Guests; and (iv) beautification of the Project through landscaping and such other means as may be designated by the Association. No part of the General Common Elements shall be obstructed so as to interfere with its use for the permitted purposes, nor shall any part of the General Common Elements be used for storage purposes.

3.5 Insurable Uses. Notwithstanding any other provision of this Declaration no portion of the Real Property, the Building or a Unit shall be occupied or used for any purpose or in any manner which shall (a) in the reasonable judgment of the Association, cause it to be uninsurable against loss by fire or the perils insured against by an extended coverage endorsement to the standard fire policy form, or (b) cause any policy or policies representing such insurance to be canceled, suspended or not renewed or the company issuing the same to refuse renewal or (c) cause any premium, deductible or other term of any insurance to materially differ from those generally prevailing for like buildings in Missoula County, Montana. Any insurance costs incurred by the Association due to the occupancy or use by an Owner inconsistent with this Declaration shall be borne solely by the Owner involved.

3.6 Nuisance. No portion of the Real Property, the Building or a Unit shall be used in such manner as to interfere with the enjoyment of occupants of other Units or to annoy them by unreasonable noises or otherwise nor shall any nuisance or illegal activity be committed or permitted to occur, nor shall any noxious or offensive activity be carried on.

3.7 Structural Changes. Except upon the written consent of the Association or as otherwise specifically authorized in this Declaration, no Owner shall make any alteration or improvement to the exterior or structural portions of a Unit or the Building. Each Owner having the right to use or possess a Limited Common Element shall have the right to place improvements upon the Limited Common Elements appurtenant to its Unit subject to the limitations, if any, stated in this Declaration. Except as permitted by this Declaration, nothing shall be done in any Unit or in, on or to the General Common Elements or the Limited Common Elements which will impair the structural integrity, character, quality, architecture, design or presentation of the Building, or which would structurally change the Building.

3.8 Trash Removal. All rubbish, trash or garbage shall be regularly removed from each Unit and shall not be allowed to accumulate thereon or on General Common Elements or Limited Common Elements.

3.9 Utilities. Except for utility installations, heating, air conditioning, telephone and television installations or outlets located within the Units and designed for the exclusive use of a Unit, control of the General Common Elements and all utilities shall be held exclusively by the Association.

3.10 Association Governing Instruments. All Owners, as Members of the Association, shall comply with the terms and conditions as set forth in the Articles and

the Bylaws and the rules and regulations. No Owner shall transfer any membership interest in the Association, except upon the transfer of the Unit to which it is appurtenant.

3.11 Limited Common Elements. The Owner of a Unit with a Limited Common Element shall be entitled to exclusive use and occupancy of the Limited Common Element except for reasonable access and use by the Association for maintenance of the General Common Elements. The Owner shall be solely responsible for the repair and maintenance of the Limited Common Element. Without limiting the foregoing, the Owner of a Unit with a Limited Common Element may, with the approval of a Required Vote (which may include the Voting Percentage of the Owner of the Unit with the Limited Common Element) construct improvements or Additions or Alterations on the Limited Common Element as the Owner may deem appropriate and consistent with this Declaration and the character, quality and architecture of the Building.

3.12 Further Division or Condominium. Except as provided in Section 2.5, an Owner shall not further divide a Unit into separate parcels or interests in real property whether by making the Unit or any interests therein subject to the Act by separate declaration of condominium or otherwise.

3.13 Pets and Animals. Except for service animals or as otherwise required by law, an Owner shall not allow any pets or animals in a Unit or in the Building.

4.0 Owners' Association.

4.1 Membership; Voting. Every Person that is an Owner of a Unit shall be a Member of the Association. The foregoing is not intended to include Persons that hold solely a Mortgage on a Unit. The Voting Percentage of each Member is as provided in this Declaration.

4.2 Transfer. The Association membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of a Unit. A conveyance of a Unit by any means shall require the transfer of the membership to the transferee. Any attempt to make a transfer of a membership other than as provided in this Declaration is void and will not be reflected upon the books and records of the Association.

4.3 Action by Members. Unless otherwise specifically provided by this Declaration, the Bylaws or the Act, all actions required or authorized to be taken by Members or Owners shall require a Majority Vote.

5.0 Powers And Duties Of Association.

5.1 Manager. The Association is designated as the manager of the Project.

5.2 General Power. The Association shall have the right and power to do all things necessary for the management and operation of the Project, subject to the provisions of the Articles, the Bylaws and this Declaration.

5.3 Specific Duties. Without limiting the foregoing, the Association shall:

5.3.1 Provide water, sewer, gas, electricity, garbage and trash collection, and other necessary utility services for the General Common Elements, and, if not separately metered, for the Limited Common Elements and the Units. Each Owner shall pay for and be solely responsible for heating, air conditioning, and other necessary utility services for Units which are separately metered.

5.3.2 Paint, repair, and maintain in neat, safe, attractive, sanitary, and orderly condition, all portions of the General Common Elements, including (but without limiting the generality of the foregoing) all exterior portions of the Building (but excluding each Unit), and all fixtures, equipment, and furnishings in, under or upon the Common Elements.

5.3.3 Maintain all storm drains, sanitary sewers, driveways, parking areas, utilities, water systems, underground sprinklers and open spaces within the Common Elements.

5.3.4 Pay all real and personal property taxes and assessments which the Association is required to pay, if any, pursuant to the terms and provisions of this Declaration or the Bylaws, unless separately assessed to the Owners.

5.3.5 Obtain any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, and insurance which the Association is required to pay pursuant to the terms and provisions of this Declaration or the Bylaws.

5.3.6 Cause financial statements for the Association to be regularly prepared and copies distributed to each Member of the Association as follows:

- (a) A budget for each calendar year which shall be distributed to all Members on or before November 1st of the preceding calendar year.
- (b) A balance sheet and operating statement as of December 31st of each year shall be distributed to Members on or before March 31st of each year. This operating statement shall include a schedule of assessments received, and receivable, identified by Unit.
- (c) Assume and pay out of the assessments all costs and expenses incurred by the Association in connection with the performance and execution of all of the powers and duties under this Declaration, the Bylaws or the Rules and Regulations and any other powers and duties which the Association may assume.

5.4 Discretionary Powers. Subject to the terms of this Declaration, the Association, may, in its reasonable discretion:

5.4.1 Provide personnel as the Association deems necessary and proper to assist in the operation of the Association or management of the Project, regardless of whether such other personnel are employed directly by the Association or otherwise.

5.4.2 Incur any liability or pay any costs or expenses for a Unit, or Owner, provided, however, that in the event the Association does incur any such liability or pay any such costs or expenses, the amount incurred shall be specifically assessed to the Owner of such Unit.

5.4.3 Provide any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or insurance, or pay any taxes or assessments, which may be necessary or proper for the operation or management of the Project or the performance of this Declaration.

5.4.4 Provide a policy or policies of liability insurance on such terms as the Association may deem appropriate covering the Association, the Board of Directors, the Declarant, the Manager, and the agents and employees of each of the foregoing, against any liability to the public or to any Owner, his invitees or tenants, arising from or incident to the ownership, occupation, use, maintenance, or repair of the Common Elements and Units.

5.4.5 Contract for the services of a Manager on such terms as the Association reasonably deems appropriate.

5.5 Owner Insurance Obligations. Each Owner shall maintain (unless waived by the Association from time to time):

5.5.1 A policy or policies of fire insurance with an extended coverage endorsement, for the full insurance replacement value of the Unit owned, including, without limitation, the Owner's interest in the Limited Common Elements. As to each of such policies the Owners hereby waive and release all claims against the Association, the Manager, if any, the Declarant, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by the negligence of, or breach of any agreement by, such persons, but not only to the extent of the insurance proceeds received in compensation for such loss;

5.5.2 A policy or policies of general liability insurance insuring the Owner(s) against any liability to the public or to any other Owner, its invitees or tenants, arising from or incident to the ownership, occupation, or use of the Limited Common Elements or Units and naming the Association as an additional insured.

5.5.3 Such other policies of insurance as the Association may deem appropriate.

5.5.4 If required by the Association all policies of insurance maintained by an Owner or any tenant of an Owner shall include waivers of subrogation and similar policy provisions reasonably acceptable to the Association.

5.6 Delegation. If the Association delegates any or all of its duties, powers, or functions to a Manager, neither the Association nor the members of its Board of Directors shall be liable for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.

5.7 Emergency Access. The Association or any person authorized by the Association, may enter any Unit in the event of an emergency involving potential danger to life or property. Such entry shall be made with as little inconvenience to the Owner as is practical, and if any damage shall be caused by or result from such entry, the Association shall repair the same at its sole expense.

5.8 Access for Repairs. The Association, or any person authorized by the Association, shall have the right to enter, upon reasonable notice, any Unit to make necessary repairs which the Owner has failed to perform or which are necessary in connection with the repairs to the Common Elements or any adjoining Unit.

5.9 Actions Requiring Consent. In addition to any action for which the consent of Owners is required under the Act, the Board of Directors of the Association shall not take any of the following actions, except upon approval by the Required Vote:

5.9.1 Enter into a contract with a third person (a) for the provision of goods or services for the Common Elements or the Association for a term longer than five (5) years or (b) for the lease, use or occupancy of the General Common Elements located in the basement for a term of greater than ten (10) years.

5.9.2 Incur aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of One Hundred Thousand Dollars (\$100,000.00).

5.9.3 Enter an agreement with an Owner for the delivery of goods or services in an amount in excess of One Hundred Thousand Dollars (\$100,000.00) in any contract period.

5.9.4 Pay compensation to the Directors or any officer of the Association for services performed in the conduct of the Association's business; provided, however, that the Board of Directors may reimburse a Director or an officer for expenses incurred in carrying on the business of the Association.

5.9.5 Acquire any interest in a Unit other than by foreclosure or a transaction in lieu of foreclosure of any lien or other interest arising from an Owner's failure to pay Assessments or other amounts due the Association.

5.9.6 Adopt or amend Rules and Regulations.

5.9.7 Appoint a manager for the Project or the Association other than the then current Owner of Unit 1A or such Owner's designee.

5.9.8 Commence any legal proceeding in the name of, or in the right of, the Association; except, proceedings for the enforcement of this Declaration or the Rules and Regulations, for foreclosure of a lien for Assessments or otherwise adverse to a Member or Owner, may be commenced upon the vote of Members holding a majority of the Voting Percentages other than the Voting Percentage held by the Owner against which the legal proceeding is brought or intended to be brought.

5.10 Easements and Licenses. The Association is authorized and empowered to grant such licenses, easements, and rights-of-way for sewer lines, water lines, underground conduits, storm drains, and other public utility purposes over those portions of the Common Elements upon which no building or other structure has been erected as may be necessary and appropriate for the orderly maintenance, preservation, and enjoyment of the Common Elements or for the preservation of the health, safety, convenience, and welfare of the Owners.

5.11 Additional Improvements. The Association may construct new improvements or additions to the Common Elements of the Project or demolish existing improvements, provided that, in the case of any improvement, addition, or demolition involving a total expenditure in excess of Six Hundred Thousand Dollars (\$600,000.00), a Required Vote of the Owners as to the maximum total cost shall first be obtained, and provided further that no Unit shall be altered or damaged by any such demolition or construction without the consent of the Owner. The Association shall levy a special assessment on all Owners for the cost of such work.

5.12 Authorization to Act. Whenever the Association is authorized to act, such action, unless requiring the vote, consent or action of Members under this Declaration, shall be taken in accordance with and by the person authorized, under the Bylaws or Articles.

6.0 Assessments and Common Income.

6.1 Assessments. Each Owner by acceptance of a deed for a Unit, whether or not expressed in such deed, is deemed to covenant and agree to pay the Association in accordance with the Bylaws of the Association: (1) regular fees, expenses and assessments (the "Regular Assessments"); and (2) special assessments (the "Special Assessments") and (3) Default Assessments, all as more particularly provided for in this Declaration and the Bylaws.

6.2 Regular Assessments. The Association shall determine from time to time the Regular Assessments to be paid by each Owner for payment of Common Expenses and for the purpose of operating, maintaining and repairing the Common Elements, paying the necessary expenditures of the Association as provided in the Bylaws or this

Declaration, and establishing a reasonable operating reserve fund and reasonable reserves for replacement of improvements. The Association may not, however, without a Required Vote, impose a Regular Assessment which is more than fifteen percent (15%) greater than the Regular Assessment for the immediately preceding fiscal year. The Association shall establish the time and method for payment of the Regular Assessments.

6.3 Special Assessments. The Association may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any capital improvements to the Common Elements or such other purpose as may be determined by the Board of Directors; provided, however no Special Assessment shall, however, exceed in the aggregate five percent (5%) of the Regular Assessment for the fiscal year in which the assessment is levied without a Required Vote. Every Special Assessment shall be levied upon the same basis as that prescribed for the levying of Regular Assessments. The Association shall establish the time and method for payment of the Special Assessments at the time the Special Assessment is approved.

6.4 Default Assessments. A Default Assessment may be imposed by the Association to reimburse the Association for, or pay directly, the costs and expenses including attorneys' fees incurred in bringing an Owner or a Unit into compliance with provisions of this Declaration or the Bylaws. Default Assessments shall be due and payable upon assessment by the Association.

6.5 Assessment or Lien. The Regular Assessments and any Special Assessments or Default Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on and lien on the Unit and shall be a continuing lien upon the Unit against which each such Assessment is made. Each such Assessment, together with the interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment first became due. The personal obligation for delinquent Assessments shall jointly and severally pass to an Owner's successors in title except in the case of a purchaser at a foreclosure sale to the extent provided by §70-23-610, MCA.

6.6 Allocation of Assessments. Both Regular Assessments and Special Assessments may be collected on a monthly basis, a quarterly basis or other reasonable basis determined by the Association. The share of Regular and Special Assessments, if to be assessed against a Unit, shall be made based upon the respective Common Interest Percentage that a Unit bears to all Common Interest Percentages.

6.7 Payment of Assessments. The Association shall fix the amount and due dates of payment of Assessments against each Unit and may allow for prepayment for such Assessments. Written notice of an Assessment shall be sent to every Owner. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a Unit have been paid.

6.8 Past Due Assessments. Any Assessment (or installment if payable in installments) not paid within thirty (30) days after the date due shall bear interest from the date due at the maximum legal rate under §31-1-106, MCA, as amended from time to time. The Association may bring an action at law against the Owner personally obligated to pay an Assessment or foreclose the lien against the Unit or both. No Owner may waive or otherwise escape liability for the Assessments by nonuse of the Common Elements or abandonment of a Unit or otherwise. In addition, the Association shall have the authority to establish a late charge on Assessments not paid within thirty (30) days after the date due.

6.9 Lien. At any time after any Assessment levied by the Association affecting any Unit have become delinquent, the Association may file for recording in the office of the County Clerk and Recorder a notice of delinquency or notice of lien as to such Unit which may state all amounts which have become delinquent and the costs (including attorneys' fees) and interest which has accrued thereon, the amount of any Assessments relating to such Unit which are due and payable although not delinquent, a description of the Unit in respect to which the delinquent Assessments are owed, and the name of the Owner. If the delinquent Assessments and all other Assessments which have become due and payable with respect to the Unit, together with all costs (including attorneys' fees) and interest which have accrued on such amounts, are fully paid or otherwise satisfied prior to the completion of any sale held to foreclose the lien provided for in this Section 6.9, the Association shall record a further notice, similarly signed, stating the satisfaction and releasing of such lien.

6.10 Foreclosure. Each Assessment lien may be foreclosed as provided in the Act and under the laws of the State of Montana.

6.11 Subordination. The lien of the Assessments provided for herein shall be subordinate to the lien for taxes and the lien of any first Mortgage made in good faith and for value upon any Unit and recorded prior to the date upon which the lien for the Assessment arose.

6.12 Voting During Delinquency. An Owner shall not be entitled to vote on any matter requiring the vote of Owners or Members while such Owner is delinquent in the payment of any Assessment. The Voting Percentage accorded an Owner not entitled to vote under this Section 6.12 shall be disregarded for all purposes including, without limitation, for determining whether a sufficient vote has been received under this Declaration to take the action then being voted upon.

6.13 Common Rental Income. An Owner is not entitled to any portion of or any distribution of any Common Rental Income or other income or receipt of the Association. All Common Rental Income or other income or receipts, unless otherwise provided in this Declaration or by action of the Association, shall be used solely for the payment of expenses of the Association or for such other purposes as the Association may determine.

7.0 Construction Restrictions.

7.1 Exterior Changes. Except for the purposes of proper maintenance and repair or as specifically authorized by this Declaration or consented to by the Association, no Owner or other person shall install, erect, attach, apply, paste, hinge, screw, nail, build, or construct any signs, lighting, shades, screens, awnings, decorations, aerials, antennas, radio or television broadcasting receiving devices, or make any changes or otherwise alter the exterior of any Unit or the Building. For purposes of this provision, the term "exterior" shall mean outside walls, outside surfaces, roofs, steps, or other outside structures of a Unit or the Building.

7.2 Association Maintenance Exempt. Except for purposes of proper maintenance and repair, and except as provided in Section 7.3 below, no Owner or other person shall install, construct, or build any walkways, slabs, sidewalks, curbs, gutters, patios, porches, lighting, decorations, or other structures of any kind on the Real Property.

7.3 Exterior Signs. Except as expressly authorized under this Section 7.3, an Owner may place a sign on the Building or on the Common Elements only as permitted by the Association.

7.3.1 The Owner of Unit 1A is entitled to place a sign or signs on the exterior of the Building and on any General Common Element from time to time as such Owner shall deem appropriate and without the prior approval of the Association or of any Owner.

7.3.2 The Owner of Unit 1A is entitled to place free standing signs on or near the Limited Common Elements of Unit 1A or on any General Common Element and without the prior approval of the Association or of any Owner.

7.3.3 All signs shall be created, repaired and maintained in accordance with good industry practices and in compliance with governing law, regulations or ordinances and in conformity with any private covenants or other restrictions on use applicable to the Building or the Real Property.

8.0 Obligation To Maintain, Repair And Rebuild.

8.1 Maintenance by Owner. Subject to the provisions of this Declaration regarding exterior maintenance of the Building, each Owner shall, at its sole cost and expense, maintain and repair its Unit, keeping the same in neat, safe, attractive, sanitary, and orderly condition.

8.2 Damage and Destruction Affecting Units; Duty to Rebuild. If all or any portion of any Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of said Unit to rebuild, repair, or reconstruct said Unit in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

8.3 Time Limitation. The Owner of any damaged Unit shall proceed with all due diligence and commence reconstruction within thirty (30) days after the damage occurs and complete reconstruction within six (6) months after damage occurs, unless prevented by causes beyond the Owner's reasonable control.

9.0 Damage, Destruction Or Condemnation Of Common Elements.

9.1 Damage or Destruction. If all or any portion of the Common Elements are damaged or destroyed:

9.1.1 If the insurance proceeds are sufficient to fully restore the damage or destruction, the Association shall cause such Common Elements to be repaired and reconstructed to substantially the condition enjoyed immediately prior to the damage or destruction.

9.1.2 If in the reasonable judgment of the Association the insurance proceeds are not less than ninety percent (90%) of the estimated costs to fully restore the Common Elements, the Association shall cause such Common Elements to be repaired and reconstructed to substantially the condition enjoyed immediately prior to the damage or destruction and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment.

9.1.3 If in the reasonable judgment of the Association the insurance proceeds are less than ninety percent (90%), of the estimated costs to fully restore the Common Elements, then by the Required Vote of the Owners, the Association will: (i) rebuild and restore the Common Elements to substantially the same condition as they existed prior to damage or destruction, and to impose a Special Assessment for the difference between the insurance proceeds and the actual costs; or (ii) to not rebuild and to distribute the available insurance proceeds in accordance with their respective Common Interest Percentage to the Owners and mortgagees of the Units, as their interests may appear.

9.1.4 If reconstruction or restoration has not actually commenced within one (1) year from the date of any damage to which this Section is applicable, then the covenant against partition provided in Section 10 shall terminate.

9.1.5 A condemnation award affecting all or a part of the Common Elements which is not apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners shall be distributed between the affected Owners and their respective mortgagees according to the relative values of the Units, or interests therein, affected by the condemnation as determined by a qualified independent appraiser appointed by the Association.

10.0 Covenant Against Partition.

10.1 Covenant. By acceptance of a deed, bill of sale, or other instrument of conveyance, each Owner shall be deemed to covenant for itself and for its heirs,

representatives, successors, and assigns, that it will not institute legal proceedings to effect judicial partition of its interest in the Building, the Project or the Real Property, unless the Owners of all of the Units join in such action for partition.

11.0 Declarant Reserved Rights.

11.1 Adjacent Development. Declarant, or its successor or assign to Unit 1A, may develop real property owned by Declarant adjacent to the Real Property for use as a drive-up teller or similar facility (the "Adjacent Development"). Declarant reserves all necessary rights to attach the Adjacent Development to the Building upon notice to the Association provided only that such attachment does not materially and adversely affect the structural integrity of the Building. If requested by the Association, Declarant shall enter a party wall or similar agreement reasonably requested by Association and reasonably acceptable to Declarant and relating to the attachment of the Adjacent Development. Construction of the Adjacent Development and the repair and maintenance of the Adjacent Development, shall be at the sole cost and expense of Declarant.

11.2 Limited Common Element. Declarant, or its successor or assign to Unit 1A, may request modification of this Declaration and the taking of such further actions as may be reasonably necessary or convenient for the inclusion of the Adjacent Development as a Limited Common Element for Unit 1A. The Association shall consent to and approve of the modification and such additional actions upon the consent of holders of a majority of the Voting Percentages.

12.0 General Provisions.

12.1 Enforcement and Remedies.

12.1.1 The Association, or any Owner shall have the right to enforce by proceedings at law or in equity all of the covenants and provisions now or hereafter imposed by this Declaration and the Articles or Bylaws, including, without limitation, the right to seek and receive orders for injunctive relief or for specific performance.

12.1.2 The result of every act or omission breaching any of the covenants contained in this Declaration is a nuisance, and every remedy allowed by law or in equity against a nuisance, either public or private, may be exercised by any Owner or by the Association.

12.1.3 The remedies provided are cumulative and any election of remedies shall be nonexclusive for all purposes.

12.1.4 The failure of the Association to enforce any of the covenants contained in this Declaration or the provisions of the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to enforce the same thereafter.

12.1.5 A breach of the covenants contained in this Declaration or of the provisions of the Bylaws shall not affect or impair the lien or charge of any bona fide mortgage made in good faith and for value on any Unit.

12.1.6 Any subsequent Owner of a Unit shall be bound by this Declaration of covenants, whether or not such Owner's title was acquired by foreclosure, a trustee's sale, or otherwise.

12.2 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

12.3 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, operation, maintenance and use of the Project.

12.4 Amendments. This Declaration may be amended only by written instrument executed by the Association and upon an affirmative vote or written consent of holders of seventy-five percent (75%) or more of the Voting Percentages.

12.5 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered when deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Unit of such person if no address has been given to the Association. If such notice is so sent by regular mail, it shall be deemed to have been delivered when received. Such address may be changed from time to time by notice in writing to the Association.

12.6 Service of Process. Suzanne Loewen, 101 E. Front Street, Missoula, Montana shall be the person to receive service of process for cases instituted pursuant to §70-23-901, MCA, as may be amended from time to time, whose residence or place of business is within Missoula County, Montana.

12.7 Attorneys' Fees. If any Owner defaults in making a payment on Assessments or in the performance or observance of any provision of this Declaration, and the Association has obtained the services of any attorney in connection therewith, the Owner covenants and agrees to pay to the Association any costs or fees incurred, including reasonable attorneys' fees, regardless of whether legal proceedings are instituted.

12.8 Conflict With Bylaws. In the event of a conflict between the Bylaws and this Declaration, this Declaration shall prevail to the extent necessary to resolve the conflict.

(Remainder of page blank. Signature page follows.)

EXHIBIT A

REAL PROPERTY

Lots 5A, 6, 7, 8, 9 and 10, Original Townsite, Block 5, Lots 1 through 10, an amended Subdivision in Missoula County, Montana, according to the official recorded plat thereof.

EXHIBIT B

UNITS AND COMMON INTEREST PERCENTAGES

<u>Unit No.</u>	<u>Percentage</u>
B1	3.475%
B2	2.519%
B3	2.055%
1A	12.816%
1B	1.015%
2	15.608%
3	15.628%
4	15.628%
5	15.628%
6	15.628%

EXHIBIT C

CONSTRUCTION MATERIALS

The Building is constructed of metal, concrete, wood, stone, cement and ordinary construction materials as more particularly described and depicted on Exhibit D.

EXHIBIT D

PLANS AND SPECIFICATIONS

SCHEDULE 1

ENCUMBRANCES

1. Terms, Conditions and Provisions contained in Resolution No. 6242 recorded April 27, 1999, Book 580 of Micro Records at page 771, Missoula County, Montana.
2. Continuing rights of utility companies to any utility lines or systems now installed in the vacated street and/or alley and access to same for maintenance.
3. Reservations contained in Deed recorded October 8, 1999, Book 598 of Micro Records at page 1210, Missoula County, Montana.
4. Agreement executed by and between the parties herein named upon the condition therein provided recorded October 8, 1999 at Book 598 of Micro Records at page 1231 providing maintenance regarding pedestrian mall and vacated Bank Street, Missoula County, Montana.
5. Notice of Right to Claim a Lien claimed by GTS Interior Supply against First Interstate Bank for drywall materials and supplies recorded December 23, 2008, No. 830 of Micro at page 1329, Missoula County, Montana.
6. Notice of Right to Claim a Lien claimed by GTS Interior Supply against First Interstate Bank for drywall materials and supplies recorded May 12, 2009, No. 839 of Micro at page 231, Missoula County, Montana.
7. Easements, conditions and restrictions as disclosed on said plat of Original Townsite, Block 5, Lots 1 through 10, Missoula County, Montana.
8. Provisions contained in that certain Certificate of Subdivision Plat Approval, filed of record in Book 849 of Micro at page 26, records of Missoula County, Montana.

11
Km



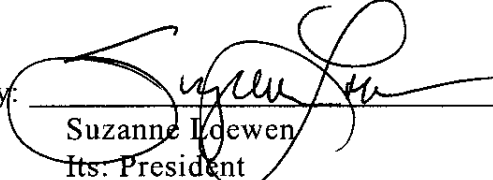
OFFICERS CERTIFICATE

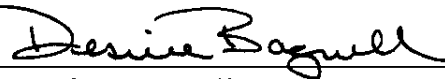
FIRST INTERSTATE BUSINESS CENTER OWNERS ASSOCIATION, INC.

The undersigned, Suzanne Loewen and Desiree Bagnell, as President and Secretary, respectively, of the First Interstate Business Center Owners Association, Inc., Missoula, Montana (the "Association"), certify that the Bylaws of the Association dated November 10th, 2009 attached hereto, are a true and complete copy of the Bylaws currently in effect and the same have not been modified or amended in any respect.

Dated: November 10th, 2009.

**FIRST INTERSTATE BUSINESS CENTER
OWNERS ASSOCIATION, INC.**

By: 
Suzanne Loewen
Its: President

By: 
Desiree Bagnell
Its: Secretary

WHEN RECORDED RETURN TO:
First Interstate Bank
Attn: Susan Loewen
101 E. Front Street
Missoula, MT 59802

**BYLAWS
OF
FIRST INTERSTATE BUSINESS CENTER OWNERS ASSOCIATION, INC.**

These Bylaws of First Interstate Business Center Owners Association, Inc. (the "Association") are adopted and effective as of November 10th, 2009.

RECITALS

A. The Association is organized under the Montana Nonprofit Corporation Act (the "Nonprofit Act"). The Association is the association of owners for the First Interstate Business Center condominium located in Missoula, Montana (the "Condominium").

B. The Condominium was made subject to the Montana Unit Ownership Act (the "Condominium Act") by Declaration of Condominium dated as of even date with these Bylaws and recorded in the records of the Clerk and Recorder of Missoula County, Montana (as filed and as amended from time to time, the "Declaration").

C. The Association is a mutual benefit corporation with members. The Association desires to adopt these Bylaws for the governance of the Association in accordance with the Nonprofit Act and the Condominium Act.

D. At the adoption of these Bylaws, First Interstate Bank is the sole Owner of all Units (each as later defined) in the Condominium.

NOW THEREFORE, the following Bylaws are adopted to govern the Association in accordance with the Nonprofit Act and the Condominium Act.

1.0 Definitions. Capitalized terms used in these Bylaws and not otherwise defined herein are accorded the meaning given such terms in the Declaration.

2.0 Registered Office and Registered Agent.

2.1 Registered Office and Agent. The registered office of the Association required by the Condominium Act to be maintained in the State of Montana may be, but need not be, identical with the principal office of the Association in the State of Montana, and the address of the registered office and registered agent may be changed from time to time by the board of directors. Unless otherwise designated by the board of directors, the registered office of the Association shall be 101 E. Front Street, Missoula, MT 59802. The initial registered agent at the registered office is Suzanne Loewen.

3.0 Members.

3.1 Members. The Association shall have members (the "Members"). Each Member shall be an owner (each an "Owner") of a unit (a "Unit") in the Condominium. No other person shall be a Member.

3.2 Joint Ownership. If a Unit is owned by more than one person, the joint owners shall be a single Member for purposes of the Association and these Bylaws. The unanimous action of all joint owners shall be required for the taking of any action by the Member. If joint owners fail to take unanimous action, then the Member shall be deemed for all purposes to have abstained from voting or taking any other action. The action of one joint owner shall be conclusively presumed to be the unanimous action of all joint owners unless the Association has received written notice from a joint owner of the lack of unanimous action. Upon the request of the Association, the joint owners shall designate one joint owner to exercise the powers of the Member. Whenever the Association is required to make a delivery to, or to provide notice to, Members, the delivery or notice to one joint owner shall be sufficient for all purposes.

3.3 Multiple Memberships. If an Owner owns more than one Unit, such Owner will be deemed to hold an equivalent number of memberships in the Association for all purposes, including, without limitation, appointment of directors or voting under these Bylaws or the Nonprofit Act.

3.4 Mandatory Membership; Cessation. Under the Declaration, every Owner is required to be a Member. Membership in the Association runs with the Unit. The membership of a Member shall terminate, without action of or notice to the Association or the Member, upon the earlier of (a) recording of an instrument in the records of Missoula County pursuant to which an Owner ceases to own any interest in a Unit or (b) the actual knowledge of the Association that an Owner has ceased to own any interest in a Unit, however such knowledge may be caused or evidenced.

4.0 Board of Directors.

4.1 Management by Board of Directors; Election and Removal. Subject to the provisions of these Bylaws or the Declaration reserving powers to the Members, or as may otherwise be required under the Nonprofit Act or the Condominium Act, the business and affairs of the Association shall be managed by its board of directors. Each Member may appoint one director for each Unit owned by such Member to the board of directors by designating the director in a writing delivered to the Association prior to January 1st of the succeeding calendar year. A Member appointing a director may remove the director by written notice to the Association. A director shall serve for one year, commencing on the later of (1) January 1st or (2) the day such person is appointed by a Member and terminating on December 31st of each calendar year. A Member shall be presumed to have reappointed a director to serve an additional one year term if the Member fails to provide a written designation appointing a different director on or prior to January 1st of each year. A director is automatically removed upon termination of the appointing Member's membership in the Association. A Member that owns more than

one Unit and is therefore entitled to appoint more than one director may, in such Member's discretion, refrain from appointing all of the directors to which the Member is entitled, but shall appoint at least one director.

4.2 Number, Tenure and Qualifications of Directors. Each director shall hold office until his successor shall have been appointed and qualified. Directors need not be residents of the State of Montana or Members of the Association. The number of directors of the Association shall be the same as the number of Units in the Condominium as the same may be modified in accordance with the Declaration. As of the date of these Bylaws the number of directors is 10. The number of directors may be changed only by amendment of this Section 4.2 by unanimous action of the Members.

4.3 Regular Meetings. A regular meeting of the board of directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of Members. The board of directors may provide, by resolution, the time and place within the State of Montana, for the holding of additional regular meetings without other notice than such resolution. The board of directors may provide for additional regular meetings of the board of directors by resolution of the board.

4.4 Special Meetings. Special meetings of the board of directors may be called by the president or by any two directors. The person or persons authorized to call special meetings of the board of directors may fix any place within the State of Montana, as the place for holding any special meeting of the board of directors called by them.

4.5 Notice of Special Meetings. Notice of any special meeting shall be given at least three (3) days prior to the date of the meeting by written notice delivered personally or mailed to each director at his business or residential address, or by facsimile transmission. If mailed, such notice shall be deemed to be received five (5) days after deposited in the United States mail, as evidenced by the postmark, if mailed postpaid with correct postage, or on the date shown on the return receipt, if sent by certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. If given by facsimile transmission, such notice shall be deemed given upon confirmation of transmission. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

4.6 Quorum. A majority of the number of directors in office immediately prior to the meeting shall constitute a quorum for the transaction of business at any meeting of the board of directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

4.7 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors. Each director shall have one vote. Directors shall not vote or exercise any other power of a director by proxy.

4.8 Vacancies. Any vacancy occurring on the board of directors shall be filled by the Member entitled to appoint the director by providing written notice to the Association.

4.9 Compensation. By authorization of the board of directors, the directors may be paid their expenses, if any, for attendance at each meeting of the board of directors. No such payment shall preclude any director from serving the Association in any other capacity and receiving compensation therefore.

4.10 Presumption of Assent. A director of the Association who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless the director shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment or shall forward such dissent by registered mail to the secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

4.11 Committees. The board of directors may, from time to time, appoint such standing or special committees as it may be deemed appropriate by action taken by the board of directors.

4.12 Powers. The board of directors shall have all powers necessary for the general administration and control of the Association including all powers granted under the Condominium Act, the Nonprofit Act and governing law including, without limiting the foregoing, the board of directors shall have the power to:

4.12.1 To enforce the provisions of the Declaration and these Bylaws.

4.12.2 To promulgate and adopt Rules and Regulations for the use of the Common Elements and for the occupancy and use of the Units so as not to interfere with the peace and quiet of all the residents in the Units; provided, however, such rules must be ratified by the holders of not less than a majority of the Common Interest Percentages, in person or by proxy by written consent or by vote at a regular or special meeting of the Association

4.12.3 To provide for the management of the Association by hiring, contracting or otherwise providing for a manager or managing agent.

4.12.4 To levy and collect assessments as contemplated by the Declaration, these Bylaws or the Condominium Act.

4.12.5 To pay the expenses of the Association and for the maintenance, repair and upkeep of the Common Elements.

4.12.6 To meet at regularly scheduled times and hold such meetings of the board of directors as a majority of the board of directors determines appropriate (all such meetings to be open to all Owners or their appointed agents).

4.12.7 To prepare budgets, financial statements and other financial documents or instruments necessary or convenient for the management of the Association.

4.12.8 To take appropriate legal action for the collection of any assessments, the enforcement of the Declaration or these Bylaws and to levy interest on unpaid amounts which may become due to the Association from time to time.

4.12.9 To enter contracts on behalf of the Association including, without limitation, a manager, accountants, legal counsel or other advisors, and to enter contracts for, or to employ persons for, the maintenance, upkeep and repair of the Common Elements.

4.12.10 To establish a bank account or accounts for the Association and to provide for the withdrawal or payment of funds from such account as authorized from time to time by the board of directors or such persons authorized by the board of directors.

4.12.11 To take such other actions as are necessary for the management of the Association and the operation of the Condominium.

5.0 Members.

5.1 Annual Meeting. The annual meeting of the Members shall be held at 9:00 a.m. on the second Tuesday of each calendar year for the transaction of such business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of Montana, such meeting shall be held on the next succeeding business day.

5.2 Special Meetings. Special meetings of the Members, for any purposes, unless otherwise prescribed by statute, may be called by (a) the board of directors, or (b) written demand delivered to the Association by any Member.

5.3 Place of Meeting. Unless otherwise consented to by all Members, all meetings of Members shall be held at Unit 1A in the Condominium.

5.4 Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction

of the president, or the secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be received five (5) days after deposited in the United States mail, as evidenced by the postmark, if mailed postpaid with correct postage, or on the date shown on the return receipt, if sent by certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee, addressed to the Member at his address as it appears on the stock transfer books of the Association. Any Member may waive notice of any meeting.

5.5 Record Date for Members. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or in order to make a determination of Members for any other proper purpose, the board of directors of the Association may establish a record date for determining the Members of the Association. The record date shall not be more than the greater of (a) thirty (30) days prior to the date of the meeting or vote or (b) the period required for the giving of notice by the Association for such meeting or vote if longer than thirty (30) days. If a record date is not fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

5.6 Voting Percentage. The Voting Percentage of each Member is as provided in the Declaration as the same may be modified or adjusted from time to time in accordance with the Declaration.

5.7 Action by Members. Unless otherwise required by these Bylaws, the Declaration, or non-waivable provisions of either the Nonprofit Act or the Condominium Act, all actions required to be taken by the Members shall require a Majority Vote. "Majority Vote" means (a) the affirmative vote or consent of Members holding in excess of fifty percent (50%) of the Voting Percentage or (b) if the action is taken at a regular or special meeting of Members, the affirmative vote or consent of Members holding fifty percent (50%) of the Voting Percentages represented at the meeting in person or by proxy.

5.8 Quorum. A majority of the outstanding Voting Percentage of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than a majority of the Voting Percentage is represented at a meeting, a majority of the Voting Percentage so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

5.9 Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.0 Officers.

6.1 Required and Permissible Officers. The officers of this Association shall include a president, a secretary and a treasurer. In the discretion of the board of directors one or more vice presidents, assistant secretaries, a treasurer and assistant treasurers. Any two or more offices may be held by the same person except the offices of president and secretary. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the board of directors.

6.2 Election and Term of Office. The officers of the Association to be elected by the board of directors shall be elected annually by the board of directors at the first meeting of the board of directors held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner provided. The officers shall have such duties, in addition to those expressed herein, as the board of directors shall specify from time to time.

6.3 Removal. Any officer or agent elected or appointed by the board of directors may be removed by the board of directors in its discretion, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

6.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term.

6.5 President. The president shall be the principal executive officer of the Association and, subject to the control of the board of directors, shall in general supervise and control all of the business and affairs of the Association and shall preside at all meetings of the Members and of the board of directors, unless there is a chairman of the board of directors present. The president may sign contracts or other instruments, except in cases where the signing and execution shall be expressly delegated by the board of directors or by these Bylaws to some other office or agent of the Association, or shall be required by law to be otherwise signed or executed and in general shall perform all duties incident to the office of president.

6.6 Vice Presidents. In the absence of the president or in the event of the death, inability or refusal to act, the vice president, if any, (or if more than one vice president, the vice presidents in the order designated at the time of their election, or in

the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president.

6.7 The Secretary. The secretary shall: (a) keep the minutes of the Members and of the board of directors meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association; (d) in the absence of a treasurer, discharge the duties of the treasurer under these Bylaws and (e) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president.

6.8 The Treasurer. The treasurer shall: (a) be in charge and have custody of the responsibility for all funds and securities of the Association; (b) receive and give receipts for money due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Section 7.4 of these Bylaws; and (c) in general perform all the duties incidental to the office of treasurer and such other duties from time to time as may be assigned to him by the president or the board of directors or as are required by the laws of the State of Montana. The treasurer shall, if required by the board of directors, give bond for the faithful discharge of his duties, which bond shall be in the sum, form and with such sureties as may be required by the board of directors. The cost of any such bond shall be paid by the Association.

7.0 Contracts, Loans, Checks And Deposits.

7.1 Contracts. The board of directors or the president may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

7.2 Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

7.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association, shall be signed by the president or by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the board of directors or by delegation by the president.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the board of directors or the president may select.

8.0 Miscellaneous.

8.1 Written Resolution by Directors or Members. Any action required or permitted to be taken at a meeting of Members or directors may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Members or directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote.

8.2 Director and Officer Indemnification. The Association will contract with its directors and officers, so as to provide them with indemnity to the fullest extent permitted by law against personal liability for actions taken in the performance of their duties to the Association.

8.3 Waiver of Notice of Meetings. Whenever any notice is required to be given to any Member or director of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Nonprofit Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.4 Amending Bylaws.

8.4.1 These Bylaws may be amended only at a regular or special meeting of the Association called for the purpose of acting upon the amendment and, then, upon a vote of not less than seventy-five percent (75%) of the Members entitled to vote after giving effect to section 3.3 of these Bylaws.

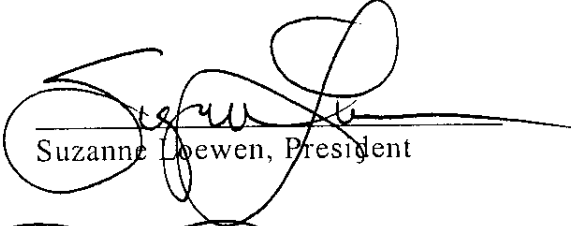
8.4.2 The secretary shall, as soon as practical after adoption, prepare a copy of these Bylaws, as amended, and provide the Bylaws and amendment to each Member and shall file and record the amendment in the office of the Clerk and Recorder of Missoula County, Montana and take such other actions as may be required under the Condominium Act.

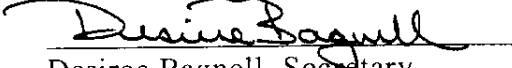
8.4.3 The Bylaws as amended shall become effective at the time of recording in the Records of the Clerk and Recorder of Missoula County, Montana.

8.5 Books and Records. The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members and board of directors; and shall keep at its registered office or principal place of business a record of its Members giving the names and addresses of all Members.

8.6 Declaration. In the event of a conflict between these Bylaws and the Declaration, unless otherwise required by law, the Declaration shall prevail to the extent necessary to resolve the conflict.

The foregoing Bylaws were duly adopted and approved by the Members and by the Board of Directors of the Association effective as of November 10th, 2009.


Suzanne Loewen, President


Desiree Bagnell, Secretary

WHEN RECORDED RETURN TO: SUZANNE LOEWEN
**First Interstate Business Center
Owners Association, Inc.
101 E. Front Street
Missoula, MT 59802**

201112280 B: 880 P: 895 Pages: 6
07/26/2011 03:18:18 PM Miscellaneous
Vickie M Zeier, Missoula County Clerk & Recorder



FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

This First Amendment to Declaration of Condominium is effective as of June 7, 2011.

RECITALS

- A. A Declaration of Condominium for the First Interstate Business Center was recorded in Book 851, Page 411 as Document No. 200927961 in the records of Missoula County, Montana (the "Declaration").
- B. The Declaration contemplates, among other things, the addition of additional real property to the condominium created under the Declaration upon the consent of the Unit owners.
- C. The undersigned, being all of the Unit owners under the Declaration desire to amend the Declaration to provide for the addition of the property described herein and to make such property subject to the Montana Unit Ownership Act.

In Consideration of the Above, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein are accorded the meaning given such terms in the Declaration.
2. Addition of Property. The real property described on Exhibit A hereto (the "Additional Property") is hereby declared to be, and is hereby made, subject to the Declaration and the Montana Unit Ownership Act as more particularly provided in the Declaration, as the same may be amended.
3. Limited Common Element. The Additional Property is designated as a Limited Common Element reserved for the sole use and benefit of Unit 1A. The Owner of Unit 1A may construct and install such structures, buildings or other improvements in, under or upon the

Limited Common Element, at its sole cost and expense, as such Owner may deem appropriate for the use of the Limited Common Element as (a) a drive up or walk up teller and teller window or automated teller machine, vault, cash dispensary, night depository or similar or related uses or (b) such other improvements as the Owner's may consent to by the vote of not less than 51 percent of the Voting Percentages. The Owner of Unit 1A shall be solely responsible for the maintenance and repair of the Limited Common Element created hereunder in accordance with the Declaration.

4. Acknowledgement. The undersigned acknowledge that they constitute all of the Owners under the Declaration and hold as of the date of this First Amendment all of the Voting Percentages and consent to, and approve of, this First Amendment.

[Remainder of page intentionally blank. Signature page follows.]

**EXHIBIT A
ADDITIONAL PROPERTY**

Lot 4B of the Original Townsite, Block 5, Lots 1 through 4 a recorded amended plat in Missoula County, Montana.

When Recorded Return To:
First Interstate Business Center
Attn: Suzanne Loewen
101 E. Front Street
Missoula, MT 59802

201104985 B: 875 P: 600 Pages: 2
03/22/2011 03:53:02 PM Bylaws
Vickie N Zeier, Missoula County Clerk & Recorder



**FIRST AMENDMENT TO THE BYLAWS
OF
FIRST INTERSTATE BUSINESS CENTER OWNERS ASSOCIATION, INC.**

This First Amendment to the Bylaws of First Interstate Business Center Owners Association, Inc. (the "Association") is effective as of March 16, 2011 (the "First Amendment").

RECITALS:

WHEREAS, the Bylaws of First Interstate Business Center Owners Association, Inc. were recorded on November 24, 2009 as Document No. 200927965 in the records of the Clerk and Recorder of Missoula County, Montana (the "Bylaws"); and

WHEREAS, the Board of Directors and the Members desire to amend the Bylaws;

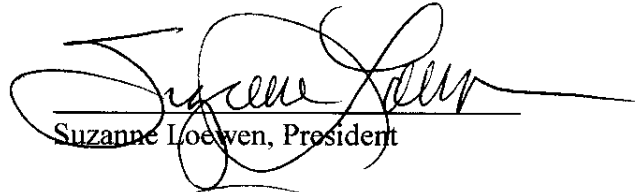
IN CONSIDERATION OF THE ABOVE:

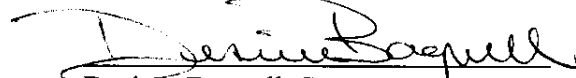
1. Section 5.1 of the Bylaws shall be amended in its entirety as follows:

5.1 Annual Meeting. The annual meeting of the Members will be held on or before April 15th of each calendar year on a date and at a time determined by the Board of Directors for the transaction of such business as may come before the meeting.

2. Except as expressly provided in this First Amendment the Bylaws and each of its terms and conditions shall remain in full force and effect, unimpaired by this First Amendment.

The foregoing First Amendment was duly adopted and approved by the Members and by the Board of Directors of the Association effective as of March 16, 2011.

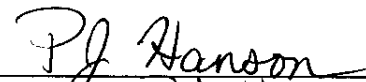

Suzanne Loewen, President


Desiree Bagnell, Secretary

STATE OF MONTANA)
) ss.
County of Missoula)

On this 16th day of March, 2011, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Suzanne Loewen and Desiree Bagnell, known to me to be the President and Secretary, respectively, of First Interstate Business Center Owners Association, Inc., the entity that executed the within instrument, and acknowledged to me that they executed the same on behalf of the entity pursuant to the power and authority vested in them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.


Print Name: PJ Hanson
Notary Public for the State of Montana
Residing at: Missoula
My Commission Expires: 08-26-2013



PJ HANSON
(SEAL)
NOTARY PUBLIC - MONTANA
Residing at Missoula, Montana
My Comm. Expires Aug. 26, 2013



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