

After Recording Return To:
Chris Johnson
Worden Thane PC
321 W. Broadway, Ste. 300
Missoula, Montana 59802

**DECLARATION OF CONDOMINIUM,
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WEST RIDGE INDUSTRIAL CENTER CONDOMINIUMS**

NOTICE

The Condominium Units described in this Declaration are offered only for the purposes described in this Declaration. Ownership of a Condominium Unit should not be viewed as an investment. No one should purchase a Condominium Unit based on any expectation of economic benefit from such ownership. No federal, state or other governmental authority has passed upon or endorsed the merits of this declaration and the documents referenced herein.

This Declaration of Condominium, Covenants, Conditions and Restrictions for the West Ridge Industrial Center Condominiums is made on the ____ day of _____, 2026 by LMB Property Holdings, LLC a Montana limited liability company, of 5562 Alloy South, Unit D., Missoula, MT 59808, and provides as follows:

RECITALS

1. LMB Property Holdings, LLC (Declarant) is the owner of Real Property located in Missoula County, Montana, and described as follows:

Lot 7A of LMB Subdivision, a platted subdivision in Missoula County, Montana, according to the official recorded plat thereof.

2. To be located and constructed on the Real Property are two buildings, with Building A containing 5 Units, and Building C containing 9 Units. The two buildings are all to be designated as being composed of commercial condominium Units pursuant to this Declaration. The buildings and the individual Units, including the finishing of each Unit for use and occupancy, may occur over time, and may be built out over time. Supplemental Declarations may be filed relative to the condominiums, in the event the number of Units or buildings change, or floor plans for the Units change as buildings are permitted and constructed.
3. The Condominium Units, created under or anticipated to be created under this Declaration, are designed for commercial uses as are more specifically described in this Declaration and as are permitted under applicable zoning. None of the Condominium Units are designed or to be used for residential purposes of any period or duration. Prohibited residential use includes the establishment and use of any overnight or occupancy as living quarters for over 24 hours regardless of the facilities in existence in the Unit.
4. The Condominium Units, created under or anticipated to be created under this Declaration, are herein declared, and shall hereinafter be conveyed as condominiums.
5. Additionally, Declarant wishes to place restrictions, covenants, conditions and easements upon the Real Property for the use and benefit of the Real Property, itself, and all future Owners of the Condominium Units, which restrictions, covenants, conditions and easements shall run with the Real Property and shall be binding upon all parties having or acquiring any right title or interest in any Condominium Unit and shall inure to the benefit of and bind each successor in interest to the Owner thereof. The restrictions, covenants, conditions, and easements herein are in addition to those covenants, conditions, restrictions, and easements contained in the recorded plat for Missoula Industrial Park, and those covenants, conditions, restrictions, and easements for LMB Subdivision recorded December 4, 2025, in Book 1122, Micro Records, Page 310, records of Missoula County, Montana.
6. NOW, THEREFORE, the Declarant provides as follows:

DECLARATION

1. DEFINITIONS.

- a. Architectural Control Committee. "Architectural Control Committee" shall mean and refer to a committee of the Association, as more specifically described in Section 7 of this Declaration.
- b. Association. "Association" shall mean and refer to the West Ridge Industrial Center Condominiums Owners Association, Inc., to be incorporated by Declarant as a Montana non-profit corporation, the duties and responsibilities of which are described in Section 8 of this Declaration.

- c. Building. "Building" means any building presently located upon the Real Property and those buildings to be constructed upon the Real Property, as anticipated herein.
- d. Bylaws. "Bylaws" means the Bylaws of the Association.
- e. Common Areas. "Common Areas" shall mean all Real Property, its improvements, fixtures and appurtenances owned by the Declarant, the Association, or the Owners for the common use and enjoyment of the Members of the Association as more specifically described in Section 3(c) of this Declaration, but not including any Condominium Unit. Unless the context requires otherwise, any reference to a Common Area, includes Common Areas and Limited Common Areas.
- f. Condominium Unit. "Condominium Unit" or "Unit" shall mean and refer to the individual Condominium Units as illustrated on the plans recorded with this Declaration and as more specifically described in Section 3(b) of this Declaration.
- g. Declarant. "Declarant" shall mean and refer to LMB Property Holdings, LLC, or any person or entity to whom it transfers or assigns its development rights hereunder. A grant of a deed to one or more individual Units shall not be deemed a transfer of the development rights retained herein, unless such transfer of development rights is expressly set out in said deed.
- h. Declaration. "Declaration" shall refer to this Declaration of Condominium, Covenants, Conditions and Restrictions for the West Ridge Industrial Center Condominiums.
- i. Eligible Mortgage Holder. "Eligible Mortgage Holder" shall refer to the holder, insurer or guarantor of first mortgages upon a Unit, who request notice in accordance with the provisions of Section 16 (k).
- j. Limited Common Areas. "Limited Common Areas" shall mean all Real Property, its improvements, fixtures, and appurtenances owned by Declarant, the Association, or Owners for the common use and enjoyment of the Members of the Association, but specifically reserved or designed for use of less than all Units, as more specifically described in Section 3(d) of this Declaration, but not including any Condominium Unit.
- k. Member. "Member" shall mean and refer to every person or entity who is a Member of the Association as described in Section 8 of this Declaration.
- l. Owner. "Owner" shall mean and refer to every person or entity who is a record Owner of a fee, or undivided fee interest, including buyers under a contract for deed, in any Unit which is subject to this Declaration, but which designation does not

include a holder of interest in a Unit for security purposes.

- m. Real Property. "Real Property" or "Property" shall mean and refer to that certain Real Property as described or referred to in Section 1 of the Recitals, above and the Buildings, fixtures and other improvements now existing or hereinafter erected thereon.
- n. Transition Date. "Transition Date" shall be the date upon which the authority and responsibility to administer and manage the Association and the condominiums subject to this Declaration and Bylaws, passes to the Association. The Transition Date will be on or before 30 days following the sale of the 12th of the 14 total Units. Should the number of units change, according to procedures established or contemplated herein and under state law, the number shall be the sale of the unit constituting the transfer of 75% or more total units. Nothing herein precludes early Transition by Declarant upon written notice to the Association of the matters or authority being transitioned to the Association.

2. **CONDOMINIUM DECLARATION.**

- a. Condominium Declaration. Declarant hereby submits the Real Property and its improvements to the form of ownership and use provided by Title 70, Chapter 23, of the Montana Code Annotated, hereinafter referred to as the "Montana Unit Ownership Act," and pursuant to MCA §76-3-203(2), and further sanitation review pursuant to MCA §76-4-111. Declarant further declares that all of the Real Property described herein and all present and future Owners of the Condominium Units shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws, and the rules and regulations adopted by the Association, as these instruments may be amended from time to time. The valid execution of a contract for deed by a buyer and/or the acceptance of a deed thereto shall constitute acceptance of the provisions of this Declaration by such buyer or grantee. All Owners shall be responsible for insuring compliance by their lessees, guests or invitees using their Condominium Unit, with the provisions of this Declaration, the Bylaws, and the rules and regulations adopted by the Association, as these instruments may be amended from time to time.
- b. Conveyances Subject to Condominium Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration, along with the Bylaws of the Association and its Rules, shall be deemed to be covenants appurtenant to and running with the title to the Real Property, and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in the Real Property, and such person or entities, respective heirs, successors, representatives, or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, or other evidence of obligation or any other instrument to the provisions

of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, benefits and privileges which are granted, created, served or declared herein as though fully and completely set forth in their entirety in any such document.

- c. Submission to Unit Ownership. One of the purposes of this Declaration is to submit the Real Property under the Montana Unit Ownership Act, the definition of terms in this Declaration and the Bylaws of the Association shall be those definitions used in the Montana Unit Ownership Act, except as otherwise provided herein. The Real Property included within the project shall be named “West Ridge Industrial Center Condominiums.”

3. **DESCRIPTION OF PROJECT AND COMMON AREA.**

- a. Description of Project. The project will consist of two Buildings, with Building A containing 5 Units identified as Units A1, A2, A3, A4, and A5, and Building C containing 9 Units identified as Units C1, C2, C3, C4, C5, C6, C7, C8, and C9. It is anticipated that Units will be of similar size. The location of the buildings and their individual Unit make up and layout of are as shown on the plans recorded with this Declaration and attached hereto as Exhibit B. Further, attached to this Declaration is a verified statement of a registered architect, engineer, or professional land surveyor as required by Montana Code Annotated §70-23-306. In the event Unit and Building floor plans change from the attached Exhibit B the Declarant, or individual Unit Owner, shall cause to be filed either an amendment to this Declaration or a separate verified supplemental statement by a registered architect, engineer, or professional land surveyor accurately depicting the layout of the newly completed Condominium Unit or Building. The Buildings/Condominium Units to be constructed are of metal frame construction with metal siding, concrete foundation, and metal roof. Interior walls are metal and sheetrock. Declarant proposes to convey the individual Condominium Units by Warranty Deed, pursuant to which the grantees shall have the exclusive right to occupy and use the Condominium Units and the non-exclusive right to use and enjoy the Common Areas and Limited Common Areas as specified in this Declaration, such rights being subject to the limitations, covenants, conditions, restrictions and easements set forth herein. Declarant intends to establish a common scheme and plan for the use, enjoyment, repair, maintenance, restoration, remodeling and improvement of the Condominium Units and for the payment of taxes, assessments, insurance premiums and other expenses pertaining to the Common Areas, and hereby declares that the Condominium Units are and shall be held, conveyed, hypothecated, encumbered, occupied and improved subject to the limitations, covenants, conditions, restrictions and easements set out in this Declaration, all of which are declared to be in furtherance of a plan established for the purpose of enhancing the value, desirability and enjoyment of the Real Property and the Condominium Units therein to be conveyed. All such limitations, covenants, conditions, restrictions and easements are intended to run with the land, to-wit, each

Condominium Unit covered by the Condominium Declaration, and each Owner and each Owner's successors and assigns are and shall be bound by the Condominium Declaration.

- b. Condominium Unit. Each separate Building containing Condominium Units, and the Units themselves each consists of some or all of the elements depicted in the plans and specifications for each as more particularly illustrated on the plans recorded with this Declaration. For the Condominium Units, each is described as the interior space and any finished interior surfaces (inclusive of sheetrock) that form and constitute the interior each particular Unit, inclusive of all doors associated with each Unit, but not the exterior walls or roof. Utility lines, pipes, and conduits which serve only one Condominium Unit shall be a part of such Unit from within the Condominium Unit to the point where such utility line, pipe, or conduit are metered or, in the case of un-metered lines, pipes, or conduits, where they join lines, pipes, or conduits serving other Condominium Units.
- c. Common Areas. Appurtenant to each Condominium Unit, but not a part thereof is a fee estate of an undivided interest, determined based upon the percentages as set out in Exhibit A. The Common Area includes the Limited Common Areas as described in this Section. The Common Areas include the Real Property, other than the Condominium Units, including but not limited to foundations and support subfloor below the finished surface (if any) of a Unit's floor, the landscaping, mechanical rooms, water system equipment room, maintenance areas, shared garbage and sanitation facilities, parking areas, pathways, sidewalks, and driveways located on the Real Property; all installations of apparatus for utility or other services existing for the common or shared use; and all other elements of a Building or Real Property necessary or convenient to its existence, maintenance or safety or otherwise normally in common use, but specifically excluding the Condominium Units.
- d. Limited Common Areas. The Limited Common Areas are those elements of the Common Area that are reserved or designed specifically for the use of a certain Condominium Unit or Units but not all of the Condominium Units, including, but not limited to certain parking facilities, walkways, utility lines (electric, telephone and data lines), water and sewer lines, pipes and systems, storage areas, and utility lines and pipes, which serve a certain Condominium Unit or Units, but not all of the Condominium Units. Other than as stated herein, the Limited Common Areas are reserved for the exclusive use of the Condominium Unit or Units to which such Limited Common Areas are appurtenant, as illustrated on the plans attached hereto as Exhibit B or as further described herein, and inclusive of the Limited Common Area parking stalls associated with particular Units, as illustrated on Exhibit B Parking Detail sheets.
- e. Ownership of Common Areas. The undivided interest in the Common Areas hereby established and which shall be conveyed with each respective Condominium Unit is

based upon the percentages as set out in Exhibit A, as such exhibit may be amended from time to time as in the event Buildings and Units are constructed other than as set forth in Exhibit B. The Declarant, its successors, assigns and grantees, covenant and agree that the undivided interest in the Common Area and the fee titles to the respective Condominium Units shall not be separated from or separately conveyed or encumbered from one another, and shall be deemed conveyed with the Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Condominium Unit.

- f. Appurtenances. The Condominium Units hereby established include or have appurtenant thereto an undivided interest in the Common Areas, an undivided interest in Limited Common Areas and all easements appurtenant to the respective Condominium Units as described in this Declaration and/or as illustrated on the plans filed herewith.

4. **EASEMENTS.**

- a. Easements benefitting the Association. The Association and its agents and employees shall have a non-exclusive right and easement in, to and over the Common Areas and Limited Common Areas for the purpose of carrying out the Association's duties as set forth throughout this Declaration. Additionally, there shall exist for the benefit of each Condominium Unit, along with the Association, its agents and employees, and as a burden on the other Condominium Units the following easements, provided such easements shall not be considered or determined to be encumbrances either on the Common Areas, the Limited Common Areas, or on the Condominium Units for purposes of marketability of title.

- i. Ingress/Egress. Easement through the Common Areas for ingress and egress for all persons making use of such Common Areas in accordance with the terms of this Declaration; each Owner shall have an unrestricted right of ingress and egress across the Common Areas to his or her Condominium Unit, and to common or shared facilities, such as garbage facilities.

- ii. Maintenance. Easements through the Condominium Units and Common Areas for installation, maintenance, repair and replacement of the Condominium Units and Common Areas, including access to all utilities, electrical, gas, shared or common fire protection and heating apparatus and equipment which may be located within the various Condominium Units. Use of these easements, however, for access to the interior of Condominium Units shall be limited to reasonable hours and with 24 hours prior written notice, except that access may be had at any time and without prior notice in case of emergency.

- iii. Structural Support. Every portion of a Condominium Unit which has

structural support from Common Area features such as a common wall, which may support other Buildings or Units shall be burdened with an easement of structural support for the benefit of the Common Areas, and the other Condominium Units.

- iv. Utilities for Units and Common Areas. Easements through the Condominium Units and Common Areas for all facilities for the furnishing of utility services within and to the Units, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring.
- v. Encroachments. Easements for encroachments (and maintenance thereof) of any portion of the Common Areas or Limited Common Areas upon a Condominium Unit or Condominium Units so long as they stand, and easements for encroachments (and maintenance thereof) of any portion of a Condominium Unit upon the Common Areas, Limited Common Areas, and upon an adjoining Condominium Unit, so long as they stand.

b. Other Easements.

- i. Storm Drainage Easement. Declarant, shall have and does hereby reserve by perpetual easement the right to locate, install, erect, construct, expand, maintain, and use, or authorize the location, installation, erection, construction, expansion, maintenance, and use of a storm drainage system, including surface drains, underground piping and other means to direct the flow of storm water over, under and across any portion of the Common Area that is depicted on Exhibit "B". A storm drain system and easement associated with the neighboring Lot 6, Block 5 of Missoula Industrial Park is identified in that instrument recorded December 4, 2025, in Book 1122 of Micro Records, Page 311, records of Missoula County, Montana, and avigation easement associated with the plat of LMB Subdivisiono identified in that instrument recorded December 4, 2025 2025, in Book 1122 Micro Records, Page 312, records of Missoula County, Montana
- ii. Access and Public Utilities. Declarant shall have and does hereby reserve by perpetual easement the right to locate, install, erect, construct, expand, maintain, and use, or authorize the location, installation, erection, construction, expansion, maintenance, and use of a roadway (public or private), waterlines, drains, sewer lines, electric lines, telephone lines, gas lines and other utilities, and to give or grant a right-of-way easement for such purposes to the public or third parties, over any portion of the Common Area depicted on Exhibit B. This reservation is for the benefit of the Real Property and the real property owned by the Declarant. Following Transition Date, the authority and right to locate, install, erect, construct, expand, maintain, use, or authorize the location of such facilities shall pass to the Association, by

and through its Directors.

5. **LEASE OF CONDOMINIUM UNIT.** Any Owner shall have the right to lease the entirety of his Condominium Unit (and not a portion thereof) for commercial purposes upon such terms and conditions as the Owner may deem advisable subject to this Section; provided Unit A1, and any other Unit that is completed or built-out having two levels may lease portions of such Units. All leases shall be in writing, shall have a minimum initial term of six (6) months, and shall provide that the lease is subject to the terms of this Declaration, the Articles of Incorporation of the Association, its Bylaws and any rules which it might adopt. All such leases shall provide that any failure of a lessee to comply with the terms of this Declaration, the Articles of Incorporation of the Association or its Bylaws or any rules adopted by the Association shall be a default under the lease or rental agreement. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding upon the Owner and the lessee by reason of their being stated in this Declaration. Owners shall provide their lessees copies of relevant documents as part of their lease agreement, and shall upon demand provide a copy of such lease to the Association to verify compliance with this Declaration. If any lessee of a Unit, or his guests and invitees, violates or permits the violation of any provision hereof or of the Bylaws or the rules and regulations of the Association, and the Board determines that such violations have been repeated and that a prior written notice to cease has been given to the Owner, the Board may give notice direct to the lessee of the Unit to forthwith cease such violations; and if the violation is thereafter repeated, the Board shall have the authority to take any and all legal action as authorized herein against the Owner and the lessee. The Association and the Board shall have no liability to the lessee for conduct of the Owner which may violate the lease or relevant law. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such enforcement action, including reasonable attorney's fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed herein. Any failure of a lessor or lessee to comply with the terms of this Declaration, the Articles of Incorporation of the Association or its Bylaws or rules adopted by the Association shall be a default enforceable by the Association against such lessee and the Owner of such Condominium Unit. Each Owner covenants and agrees that in the event he leases his Condominium Unit to a lessee or lessees, or allows other individuals to use such Unit, that such Owner shall continue to be responsible for all the acts and omissions of such persons.

6. **USE RESTRICTIONS.**

- a. Commercial Property Use. The use for which each of the Condominium Units is intended is commercial, with such further restrictions as spelled out herein. In no event may any of the Condominium Units be used for residential purposes or for any temporary or transient lodging. All uses are subject to all applicable zoning and other applicable restrictions imposed by the City of Missoula, or Missoula County, or the State of Montana. The Condominium Units shall comply with the following use provisions, which include owners, tenants, subtenants, guests, and invitees.

- i. No retail sales of any goods or products from the Units, other than as are ancillary to the services or businesses conducted thereon; by way of example only, a car stereo service shop may retail some products, but the primary focus of the business needs to be installation and repair of such systems;
- ii. Businesses should generally not have the customer traffic associated with retail business operations, but customer traffic to the Units is generally expected on an appointment-type basis.
- iii. Use of the Units as storage facilities is allowed, provided they may not be used to store hazardous materials or substances, fireworks, explosives, or such incendiary materials; nor may fuels or gasoline be kept in the Units, except for those amounts held in vehicle or device fuel tanks, or small amounts (less than five gallons) of fuel kept in compliant storage containers; nor is allowed any substantial amount of materials or products rated as Class IV Commodities, pursuant to National Fire Protection Association 13 Standards; nor may NFPA Class 3 or 4 oxidizers be kept in Units, except if in very small amounts;
- iv. The operation of a hotel, motel, campground, amusement park, restaurant, lounge, bar, casino, bingo parlor, live gaming and/or video gaming machines or any other similar use is prohibited; provided Units may be used for beer brewing and distilling operations, so long as they are not used in conjunction with an on-site tap or tasting room;
- v. Marijuana grow operations may be permitted (but not retail dispensaries) provided there shall be additional architectural review as to the ventilation system associated with such use, as to the sufficiency of the system to prevent odors becoming a nuisance;
- vi. The raising, breeding, and/or keeping of any animals is not permitted in the Units, and no animal may be left in a Unit overnight or during non-business hours;
- vii. Vehicle, RV, boat, and trailer repair businesses are allowed, provided such services cannot have or store larger amounts of oils or fuels (over 10 gallons) in conjunction with such services, and all work performed shall be conducted within the Unit. All such repair businesses shall be subject to architectural review for compliance with the provisions in this section and this Declaration. Auto body shops may be permitted provided any such use should expect additional architectural review as to the proposed facilities, particularly facilities addressing painting operations and ventilation;

- viii. All uses of Units shall generally comply with National Fire Protection Association (NFPA) standards in place as of the date of architectural review. Owners shall submit as part of architectural review any NFPA standard applicable to the Owner's proposed use (or that of a tenant) and briefly identify how that standard is met. The Architectural Control Committee may entertain, at its sole discretion, proposals to allow exemptions from NFPA standards if the Owner documents to the Committee a reasonable basis for such exemption. Should such proposed use trigger additional fire suppression systems or capacity, the proposing Owner shall be responsible for such required upgrade. Units may not be used for tire storage, excepting a small number of tires stored in a Unit that may be associated with vehicle repair services.
- b. Indoor Use. All activities occurring on the Real Property shall take place within the confines of the Condominium Units and no outside or outdoor activities are permitted, other than as expressly permitted by this section. This prohibition on outside or outdoor activities shall not apply to use of the access and parking areas by Owners, their tenants, guests or invitees. The Association may approve exceptions to the prohibition set out in this subsection. This prohibition does not apply to deliveries of materials or other products, which may be left outside in front of an Owner's Unit, until properly stored inside the Unit, which must occur within 24 hours of such delivery. Such temporary storage of deliveries outside may not obstruct any parking spaces of other Owners, or any walkway or common area.
- c. Access to Units. The Real Property, Common Area, and the exterior of the Units are not secured by gates and fencing and all property and materials shall be kept indoors during non-business hours, except as provided for herein for deliveries. The Declarant and the Association are not responsible for the security of individual Units. The installation of project-wide security or surveillance shall remain at the Declarant's and/or the Association's discretion. Nothing herein prevents an individual Unit owner from installing such security and surveillance systems inside their Units. Exterior cameras or surveillance shall be subject to architectural review as to the type, location, and field of vision.
- d. Doors. All garage doors or other entry doors to individual Units shall be closed and secured upon the Owner, lessee, guest, or invitees leaving the facility.
- e. Declarant's Use. Notwithstanding any provision herein contained to the contrary, during the period of construction of Units as called for herein it shall be expressly permissible for the Declarant to maintain upon the Real Property such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the completion of the Condominium Units, including but not limited to a business office, storage area, construction yard and structures, signs, model Condominium Units and sales office. Declarant, its agents and prospective

purchasers shall also have the right of ingress, egress and parking in and through and the right to use and enjoy the Common Area at any and all reasonable times, without the permission of any Owner or the Association being required.

- f. Fire Suppression System. All Buildings and Units are designed and constructed to include a water line available to each Unit for a fire suppression system with a basic sprinkler system source provided. It shall be the obligation of each Unit Owner to decide when and how to use or upgrade such system, based on use of the particular Unit. The Association shall maintain the main line water systems for fire suppression and may at its option assess any Unit Owner or Owners for connection to such system based on use. All Owners are cautioned that if said fire suppression system is triggered, that substantial amounts of water will be released into the building in order to extinguish any fire. In that regard Owners are cautioned to not store items susceptible to water damage on the floor or in open, unprotected areas of their Condominium Units, as the same could be damaged in the event the fire suppression system is triggered.

- g. General Prohibitions and Rules. All use and occupancy of the Condominium Units and the Common Areas shall be subject to and governed by the rules as adopted by the Association, which rules shall not be inconsistent with the terms of this Declaration. Every Owner, his lessees, guests or invitees shall adhere strictly to the rules as adopted by the Association pursuant to this Section or otherwise under this Declaration.

- h. Alteration. Unit Owners are expected to finish out the interior of their Units, and such finishing is subject to architectural review. The Unit exteriors and Common Areas are designed in a common theme, which is intended to stay uniform, therefore the following apply to all Owners, their lessees, guests, or invitees and are bound by the following:
 - i. Common Areas. No Owner shall alter any of the Common Area or Limited Common Area without the prior written consent of the Association's Architectural Control Committee. No Owner shall make any change, modification, alteration or addition to the design, structure or color scheme of any Building's exterior or entry doors (noting the same are not common elements) without first obtaining the prior written consent of the Architectural Control Committee. The removal of fixtures, equipment, trees, shrubs and other landscaping improvements from the Common Area or Limited Common Area by an Owner shall be prohibited without the express written approval of the Architectural Control Committee.

 - ii. Individual Units. Nothing shall be done by any Owner within any Condominium Unit that would impair the structural integrity of any improvement located upon the Real Property. In that regard no Owner may

attach any cabinets, shelves or such items to the interior wall or ceiling of his Condominium Unit or individual storage unit (excepting HVAC equipment) absent architectural review and approval. This shall not prohibit free standing cabinets, shelves or other such items, which are not supported by the wall or ceiling, provided the same may not exceed 12 feet in height. Unit Owners are solely responsible for the connection and metering of all utilities, including, but not limited to, electricity, natural gas, communication, sewer and water. Water is provided by the Association from a water source located on the property, and the Association may require metering and may bill individual Unit Owners based on such metering. Each Unit shall maintain in good operating order any bathroom facilities installed in each Unit.

- i. Imperiling of Insurance. Nothing shall be done within the Real Property which might result in an increase in the premiums (unless the Owner agrees to be assessed for such increase) or which might cause cancellation of insurance obtained for any portion of the Real Property, except with the prior written consent of the Association.
- j. Hazardous Substances. No Condominium Unit may be used for the manufacture, use, storage or disposal of any substances considered hazardous under any federal or state environmental laws. However substances that may be considered hazardous may be stored within an Unit provided it is wholly contained within the fuel tank or mechanical components of a vehicle or appliance stored within a Condominium Unit. Further, small amounts of substances for everyday uses such as cleaning that might otherwise be deemed hazardous may be stored within such Owner's Condominium Unit.
- k. Violations of Law. Nothing shall be done within the Real Property which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body, specifically including but not limited to federal, state or local laws regarding the use and disposal of toxic materials and hazardous wastes.
- l. Nuisances. No noxious or offensive activity shall be carried on upon the Real Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners, their lessees, guests or invitees. No activity shall be conducted on any part of the Real Property which is or might be unsafe or hazardous to any person or the Real Property.
- m. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted on the Common Area or exterior of any Unit or door until the same has gone through architectural review and approval. Signage for individual Owners or businesses are allowed on the side of the Unit facing the parking lot that is under 3' by 10' (or occupies an equivalent area). Signage not to exceed 6 square feet may be located on the 'back' of a unit wall or door. Lighted signs, and lighted signs with

flashing or scrolling, or changing lighting are not permitted; provided each sign may have a downward shining light that makes the sign readable at night, with the same lighting allowed for the Units' addressing. The Declarant and/or the Association may promulgate additional rules governing signage. The Declarant, or the Association after transition, may elect to place a common reader board at the entrance to the development, off Futurity Drive, and Unit Owners and tenants who wish to have signage on such board shall pay an annual fee to the Association for such use, in an amount to be determined by the Association.

n. Pets. As stated above, no animals of any kind shall be raised or bred on the Real Property, provided however the presence and use of service animals for the handicapped or disabled shall be permitted upon the Real Property and within the Condominium Units.

o. Unightly Uses. Refuse piles or other unsightly objects and materials shall not be placed or remain upon the Common Area or any Limited Common Area and must be stored in the Owner's Unit. The Association shall have the right to remove such refuse piles or other unsightly objects and materials at the expense of the Owner leaving such objects or materials on the Common Area. Expenses incurred may be assessed to such Owners.

p. Parking/Vehicles. Parking shall be as assigned in the Limited Common Area designations on the Parking Detail exhibits. No vehicle or trailers of any type shall be parked anywhere on the Common Area or Limited Common Area except within the locations designated as parking areas by the Association and those limited common area parking locations associated with a particular Unit. Such allowed parking does not include heavy equipment or RVs of any kind. Trailers attached to vehicles may be parked in the nose-to-nose slant middle parking row if the two parking spaces are the Limited Common Area of a single Unit. No such parked vehicles may impair the use of adjacent parking spaces. The Association, by rule, may enact more strict parking regulations and/or further assign Common Area parking spaces (if any) among the Condominium Units on an equitable basis. The Association may also re-locate the Common Area handicap parking locations to accommodate specific needs by Owners and/or their tenants and guests and may re-locate or re-allocate Limited Common Parking area designations, provided the affected Unit Owners consent to such change and provided such re-location meets accessibility standards. No non-functioning or non-licensed vehicles shall be parked on the Common or Limited Common Areas. Motorcycles shall be parked and treated as other vehicles herein. Bicycles may be parked at any provided parking and locking structure, but may not be locked to the Common Areas, including but not limited to power poles, fencing, support beams, utility lines, and lighting fixtures. No use of an Owner's Unit, whether parking, during deliveries, or at the time of individual garbage collection, or otherwise, may impair or block access to another Unit.

- q. Vehicle Use and Maintenance. The Association by rule may establish a speed limit and other reasonable use restrictions for vehicles operating within the Common Areas. There shall be no maintenance, assembling, repairing or disassembling of vehicles or other equipment in the Common Area except in the case of an emergency. Further, no vehicles may be washed in the Condominium Units or Common Areas. In no event shall there be any washing of batteries in the Condominium Units or Common Areas. No septic or other holding tanks may be emptied in the Condominium Units or Common Areas.
- r. Construction Liens. No labor performed or materials furnished with the consent or at the request of an Owner, his agent, contractor or subcontractor shall create any right to file a construction lien against the Condominium Unit of any other Owner, who does not request or consent to the same, or against any interests in the Common Area or Limited Common Area. Each contracting or consenting Owner shall indemnify, defend and hold harmless the Association and each of the other Owners from and against liability arising from the claim of any lien or against the Condominium Units for labor performed or materials furnished at the request of the contracting or consenting Owner. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the contracting or consenting Owner the amount necessary to discharge any such lien and all costs incidental thereto including actual attorney's fees and expenses. Said expenses may be added to such Owners regular assessments.
- s. Garbage. The Association shall contract for garbage removal services and provide garbage container(s) for collection of garbage, as may be shown and located on the attached Exhibit B, or otherwise as located by Declarant or the Association. Such containers shall be locked at all times when not in use, and the Owners shall be provided a key or combination to such locks. Owners may be billed for lost and/or replacement keys, and at the discretion of the Association, the containers may be re-keyed at the expense of the Owner who may have lost or had compromised such a key or combination. If a Unit Owner needs more frequent or more voluminous garbage facilities, it shall be the responsibility of that Owner to contract for additional garbage collection times and/or procure his own garbage container, the location of which shall be subject to architectural review. Such Owner may request and the Association should generally grant an adjustment in assessment if use of individual garbage service means the common garbage services are not used. In the event of individual garbage service, the container may not be left outside, and must remain in the Owner's Unit until collection day, where it may be moved out for collection, or located in Common Area pursuant to architectural review.
- t. Floor Drains. Floor drains located in the Units connect to the common element sand oil separator for pre-treatment prior to connection to sewer lines. Such floor drains may not be used for disposal purposes, nor the disposal of any substances that would also be prohibited in the public sewer system. In the event an Owner uses a floor

drain for purposes or in a manner not allowed herein, that Owner may be assessed for any increased cost associated with sand separator maintenance or damage to the system.

- u. Violations. In the event of violation of any prohibitions or restrictions contained in the Condominium Declaration, by any Owner, his tenants, guests or invitees, such violation shall obligate said Owner to reimburse the Association for the cost and expense expended by it in order to cure the violation, enforce this Declaration and/or restore the property to its original state together with a displacement fee, in such amount as established by the Association, in the event such violation results in a delayed access for another Owner. Such charges shall be treated as assessments pursuant to Section 9 against such Owner and his ownership interest.

7. **ARCHITECTURAL CONTROL.**

- a. Appointment of Architectural Control Committee. Until the Transition Date, or sooner at the Declarant's option, the Architectural Control Committee shall consist of those persons appointed to that position by the Declarant, without regard to whether such persons are Members. Thereafter, the Association shall establish an Architectural Control Committee to serve the functions as described in this Section, the members of which shall be appointed and serve as set forth in the Bylaws and rules of the Association. All functions hereafter assigned to the Architectural Control Committee may be fulfilled by the Association Board of Directors. Review includes the installation of storage shelving that is attached to any common or shared wall, and trade fixtures that are attached to a floor, ceiling, or wall, inclusive of ventilation systems.
- b. Restrictions. All Units will have future finishing of the interior for such Owner's purposes, and therefore such proposed finish-out, inclusive of proposed divisions of a Unit into room, offices, or bathroom facilities, are subject to architectural review. All Units will be initially constructed with a heat source, but improvements or changes to such heat source are subject to architectural review. After the initial approved build-out, subsequent improvement, finish work, change, modification, alteration or addition to the design or structure of a Condominium Unit, Common Area, Limited Common Area is not permitted until the plans and specifications showing the nature, kind, shape, height, materials and location of such have been submitted and approved in writing by the Architectural Control Committee as to conformity to the provisions of this Declaration and to the quality of workmanship and materials, effect on Common Areas and other Units, and conformity and harmony of design with the existing Building, topography, and finished ground elevation. Such review and approval includes post-initial construction additional HVAC systems or utility service to be installed and any use or additional connection to the fire system water lines that serve the Buildings. Owner additions or changes to the installed fire suppression system shall also be subject to review. In the event

an Owner owns two or more adjacent Units, such Owner may request through architectural review and approval the installation of connection doors or way.

- c. Review and Approval. The Owner seeking Architectural Control Committee approval must first submit all plans and specifications as described above and otherwise requested by the Architectural Control Committee or provided for in this Declaration, which materials should include building permit application or building permit, based on status of Owner improvements. In the event plans change after review and approval by the Architectural Control Committee, the Owner will re-submit the revised plans, and in any event, the Owner will provide the Committee a copy of the building permit before construction begins. If the Architectural Control Committee fails to approve or disapprove such design for improvements and finishing of the Unit within 30 days after all of said plans and specifications have been submitted and received by it for consideration, such approval will be deemed denied. All plans and specifications which must be submitted in writing for approval hereunder shall be submitted to the Architectural Control Committee in care of the Association at its general business address as shall be set forth in the Bylaws of the Association. Members of the Architectural Control Committee shall not be entitled to any compensation for the services they perform. The Architectural Control Committee shall be under no obligation to review any such change to a Condominium Unit, without such signed written consents of each Owner of the respective Condominium Unit to be so modified. The Owner of an abutting Condominium Unit directly and materially affected by a proposed alteration shall be notified of the request by the Architectural Control Committee, and given no less than 10 days notice before the request is considered or approved to comment on the proposed change.

8. **ASSOCIATION.**

- a. General Duties and Responsibilities. The Declarant shall incorporate the Association as a non-profit corporation and designate the Association to be the manager of the Common Area. Any purchaser of a Condominium Unit by their acceptance of a deed thereto, shall be deemed to have ratified and approved such designation and management. The Association shall perform the duties required of it hereunder. The Association shall have the following duties, rights and powers:
 - i. To collect monthly or periodic assessments, equitably prorated as provided by this Declaration, from the Owners and to collect delinquent assessments by suit or otherwise and to collect such other assessments as are herein authorized.
 - ii. From the funds collected, to provide and pay for the maintenance, management, insurance, taxes and other such expenses as are enumerated in this Declaration, inclusive of any assessments associated with the Property

and Missoula Development Park.

- iii. To lease, acquire and sell real or personal property in pursuit of the Association's obligations and duties.
- iv. To enter into and upon the Condominium Units when necessary with notice and with as little inconvenience as possible to the Owners concerned in connection with the duties outlined in these Condominium Declarations. To the extent such entry is necessary, an easement for such entry is created and granted to the Declarant, and the Association after transition, .
- v. To enjoin or seek damages from the Owners for violations of this Declaration, the Articles of Incorporation of the Association, the Bylaws or the rules adopted by the Association pursuant to this Declaration.
- vi. To employ office staff, cleaning and maintenance staff, security, workmen and others; to contract for services to be performed, including those of a manager, if deemed desirable; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of a property manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee title of any Owner except to satisfy a lien, award or judgment against such Owner for violation of this Declaration.
- vii. The Association shall not enter into any contract or management agreement for the furnishing of services (other than utility services), or for materials or supplies, the term of which contract exceeds two years; and further provided that any contract or management agreement entered into by the Association shall be terminable by the Association for cause upon 30 days written notice and without cause upon 90 days written notice (again excluding those for utilities).
- viii. To protect and defend the Real Property from loss or damage by suit or otherwise.
- ix. To employ counsel, attorneys, auditors or accountants in connection with the legal or accounting matters of the Association in connection with the audit of its books and records, and, upon proper request but at the Association's discretion, have prepared an audited financial statement.
- x. To deposit the funds of the Association which are not necessary for the immediate disbursement into a savings account of a national or state bank earning a standard rate of interest and insured by the Federal Deposit Insurance Corporation. In the event the Association has assessments for the purpose of creating a reserve fund, such assessments may be deposited in a

separate investment account, provided the financial institution holding such account is federally insured.

- xi. To file legal protests, formal or informal, with authorities against granting by such authorities of any zoning ordinance or variance as to any property within a reasonable proximity of the Real Property which might affect the value of any Owner's interest in the Real Property.
- xii. To establish and maintain reasonable rules and regulations regarding the use of the Common Areas by the Owners, their tenants, guests and invitees.
- xiii. Paint, repair, replace and maintain in neat, safe, attractive, sanitary, up to date and orderly condition, all portions of the Common Area as defined and described in this Declaration, including (but without limiting the generality of the foregoing) all exterior portions of any Building on the Real Property, equipment, parking areas (inclusive of parking designation markings or signs), and landscaping in and upon the Common Area.
- xiv. 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, the Articles of Incorporation of the Association, and its Bylaws, unless separately assessed to the Owners.
- xv. Obtain any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations, and insurance which the Association is required to pay for pursuant to the terms and provisions of this Declaration or by law.
- xvi. 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 Area 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 Area or for the preservation of the health, safety, convenience, and welfare of the Owners, or for the furtherance of development of additional property as part of this project. Following Transition, the right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association.
- xvii. The Association shall make available to all Owners, lenders and the holders and insurers of the first mortgage on any Unit, current copies of this Declaration, Bylaws and other rules governing the Real Property, and other books, records and financial statements of the Association. The Association also shall further make available to prospective purchasers of one or more Units current copies of the Condominium Declaration, Bylaws, other rules governing the Condominium Units and Common Areas, and the most recent

annual audited financial statement, if such exists. The term "make available" shall mean available for inspection and copying upon request, during normal business hours or under other reasonable circumstances, and can include, at the Association's discretion, emailing of such requested documents. The Association shall, upon written request from any of the agencies or corporations which has an interest or prospective interest in the Unit, prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year. Provided, the expense of such financial statement shall be paid by the Unit Owner generating such request, unless the Association is required otherwise by law to provide such statement at its expense.

xviii. To do such other acts as reasonably necessary to carry out the functions of a condominium owners association.

- b. Board of Directors. The affairs of the Association shall be managed by its Board of Directors, consisting of three (3) individuals, each of whom shall be a Member of the Association or the designated representative of a Member, should a Member be an entity. Until Transition, or sooner at the Declarant's option, the Board shall consist of those persons appointed to that position by the Declarant, without regard to whether such persons are Members. Thereafter, the Board shall be elected at the annual meeting by the Members of the Association as provided in the Bylaws. Board Member terms shall be 3 years, with each position staggered so that one Board Member is elected each year. Of the three positions, one shall initially be for one year, one initially for two years, and the third initially for three years.
- c. Membership. Every person or entity who is an Owner of any Condominium Unit, including buyers under a contract for deed shall be a Member of the Association. The foregoing is intended to exclude persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Condominium Unit, except as may otherwise be provided for at law. Ownership of a Condominium Unit shall be the sole qualification for Membership. The Association if it acquires an interest in a Condominium Unit which would otherwise qualify it for Membership, shall not be considered a Member either for voting or assessment purposes.
- d. Voting Rights. Members of the Association shall be entitled to one vote for each Unit owned by a Member, and the Declarant retains a vote for Units declared hereunder but as yet unbuilt. Voting power associated with the ownership of multiple Units must be voted in its entirety, and may not be split. Until Transition, or sooner at the Declarant's option, the Declarant shall be entitled to three votes for every Unit owned by the Declarant. When more than one person or entity owns an interest in any Condominium Unit which qualifies for Membership, the votes of such Condominium Unit shall be exercised as such persons or entities determine.

Provided, in the event multiple Owners of a Unit cannot agree on the exercise of their vote, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority of such multiple Owners. If only one of the multiple Owners of a Unit is present at the meeting of the Association, that Owner is entitled to cast the vote allocated to that Unit. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding by any of the other Owners of the Unit. In the case of a protest of the vote cast by one of the multiple Owners, and absent a majority agreement, the vote or votes cast shall be disregarded and the multiple Owners shall lose their right to vote on the matter in question.

- e. Consent to Membership. Acceptance of a deed, notice of purchaser's interest or other documentation evidencing an ownership interest in a Condominium Unit shall be deemed to act as consent to Membership in the Association by the acquiring Owner. The recording of a deed or other document evidencing an ownership interest shall be prima facie evidence of acceptance of that document by the receiver of the interest transferred.

- f. Indemnification. The manager, employees, directors and officers of the Association shall be indemnified by the Association against all expenses and liabilities, including actual attorney's fees, incurred by or imposed upon them in connection with any proceeding to which they may become a party or in which they may become involved by reason of having acted as such upon behalf of the Association, provided that this indemnification shall not apply if said person is adjudged guilty of willful misfeasance or malfeasance, or gross negligence, in the performance of his duties; provided further than in the event of a settlement, the indemnification herein shall apply only when the Association approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

- g. Limitation Upon Liability. Notwithstanding the duty of the Association to maintain and repair parts of the Real Property, the Association, its Members, Directors and Officers, and the Declarant shall not be liable for injury or damage other than the normal costs of the maintenance and repair caused by any latent condition of the Real Property by the conduct of the Owners or other persons by casualties for which insurance pursuant to these Condominium Declarations is not required, or for which insurance is not provided by the Association.

9. ASSESSMENTS.

- a. Assessments. Following the sale of Condominium Units, the Owner of each Unit shall become responsible for assessments levied against that Condominium Unit based on a share of the expenses of the Association as determined under this Section.

- b. Payment of Assessments. Each Owner, by acceptance of a deed, agrees to pay the Association general, specific and special assessments to be fixed, established and collected from time to time as herein provided. Such assessments, together with interest and the cost of collection in the event of delinquency as allowed in this Section, also shall be the personal obligation of the respective Owners at the time when the assessment was made.
- c. Purpose of Assessments. The assessments levied by the Association shall be based upon and used exclusively for cost and expense of the management, maintenance, repair, and replacement of the Common Area, the Limited Common Area, and for the performance of all other duties and obligations incurred by the Association pursuant to this Declaration and such expenses as the Association, in its opinion, shall determine to be necessary and desirable including the establishment and maintenance of a cash reserve.
- d. General Assessments. The assessments levied against the Condominium Units shall be prorated and charged to each Condominium Unit in proportions as spelled out in the attached A, except as provided below:
 - i. Maintenance Charges Attributable to Less than All Units. Assessments for Building maintenance, repair and replacement attributable to less than all Buildings, may be assessed by the Association based on benefit to the extent each Unit or Building is separately benefitted by such maintenance, repair or replacement in the Association's discretion.
 - ii. Electricity and Heating Charges Attributable to Less than All Units. Individual Units and Unit Owners shall be responsible the timely payment for their water, sewer, electricity, natural gas, and communication services. Any utility services maintained by the Association for common use and enjoyment (such as the fire suppression service) shall be included in Assessments to all benefitting Owners.
 - iii. Other Charges Attributable to Less than All Units. Other assessments attributable to less than all buildings or all Units, may be assessed based on benefit to the extent each Unit or Building is separately benefitted, in the Association's discretion. Buildings and Units therein that are not constructed as of the date of an assessment are only liable for that portion of the assessment that pertains to upkeep of the parking or common areas, inclusive of landscaping, and not Building or Unit maintenance or hazard insurance on improvements. By way of example only, until Building C is constructed, the Owner of those Units should not be assessed for Building maintenance or other work, and the Building C Units Owner should have assessment for insurance altered or pro-rated to reflect that until built, Building C requires

no hazard insurance for the structure (but said Owner may still benefit from, and therefor be responsible for shared assessment for other insurance coverage).

- iv. **Change in Unit Area.** In the event the size of a Condominium Unit changes, the pro-rata share of assessment shall be adjusted based on the resulting area of such Unit to all other Units. This does not allow the consolidation of Units.
- e. **Specific Assessments.** Throughout this Declaration certain costs and expenses incurred by the Association may be attributed to one or more, but not all Owners (or Building), such specific assessments shall be specifically assessed against the Owner and Condominium Unit incurring and benefitting from such cost and expense.
- f. **Special Assessments.** In addition to the assessments authorized above, the Association may levy special assessments for the purpose of defraying the costs of any construction, unexpected structural repairs or replacement or capital improvements to the Common Area or Limited Common Area, including necessary fixtures related thereto. Special assessments may include assessments to establish a reserve. If any special assessment exceeds \$500.00 per Condominium Unit, per year, the same must have assent of a majority of the Owners voting, as provided by the Bylaws in person or by proxy at a meeting duly called for such purpose or at the annual meeting. Written notice shall be sent as provided by the Bylaws.
- g. **Obligation Created.** The assessments levied by the Association shall be the personal obligation of the Owners and all sums assessed but unpaid shall constitute a lien against the Condominium Unit on which they are assessed, and any rental income it may earn, and may be collected by the Association in the manner provided herein for the collection of Assessments.
- h. **Initial Capital Contribution.** The Association shall determine when to commence to levy and collect assessments from each Owner. On or before Transition, Declarant will establish a working capital fund equal to one (1) months' (estimated) regular assessment for the completed Units it owns, for the operation of the Association.
- i. **Non-Payment of Assessments.**
 - i. Assessments and fees shall be due and payable on such date and shall become delinquent unless paid on the dates as the Association may establish by rule. All unpaid assessments and fees shall be subject to a late charge for non-payment as may be determined from time to time by the Association. If such fees or assessments are not paid within thirty days after the due date, they shall bear interest from the date of the delinquency at the rate of ten percent per annum. In the instance of monthly assessments, failure to make payment

within thirty days of the due date thereof shall also cause the full amount of such Owner's estimated annual assessment for the remainder of that year to become due and owing at once, at the option of the Association. In the event it shall become necessary for the Association to collect any delinquent assessments or fees, whether by foreclosure of a lien hereinafter created or otherwise, the delinquent Owner shall pay in addition to the assessment and late charge and interest herein provided, all costs of collection, including actual attorney's fee and costs incurred by the Association in enforcing payment.

- ii. The Association is hereby granted a lien against the Owner's Condominium Unit for any payment or payments which the Owner fails to make as required by this Declaration. Provided, however, that such lien shall be effective only upon recordation of a notice thereof in the office of the Clerk and Recorder of Missoula County, Montana. Each Owner, by accepting a deed to his Condominium Unit, designates any one of the officers or directors of the Association or its duly appointed manager as agent with full irrevocable power and right to record a notice of said lien in favor of the Association. A lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of the State of Montana for foreclosure of construction liens, Chapter 71, ch. 3, part 5, MCA, provided the limitation period for such liens shall be that of mortgages. A lien accruing hereunder shall be subject and subordinate to and shall not affect the right of a holder of any recorded first mortgage now or hereafter placed on the Unit in good faith and for value. The lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Condominium Unit. In the event of a foreclosure, the Owner shall be required to pay reasonable rental to the Association for occupying the same during the period of the foreclosure, and if after the filing of a foreclosure action, the Owner's Condominium Unit is left vacant, the Association may take possession and rent said Condominium Unit or apply for appointment of a receiver for the Condominium Unit without notice to the Owner. In addition to the lien herein granted, the Association shall have the right to bring an action at law against any Owner who fails to pay any amounts assessed against his Condominium Unit and obtain judgment for the amount of the assessments due plus costs and attorney fees as herein provided. The Association shall have the power to bid at the foreclosure sale, and if title is obtained, hold, lease, mortgage and encumber or convey the same.
- iii. In the event an Owner is in default on any obligation secured by an encumbrance on his Condominium Unit, the Association at its option, may pay the amount on said obligation and file a lien against the Condominium Unit in the manner as provided for herein for unpaid assessments or fees.

- iv. Sale or transfer of any interest by an Owner shall not affect or release any lien granted the Association herein.
- v. In the case of the conveyance of a Condominium Unit pursuant to foreclosure proceedings by a first mortgage holder or by a deed in lieu of foreclosure to the same, such transfer of title shall extinguish the lien on the Condominium Unit for all unpaid assessments made by the Association becoming due before the date of transfer of title or date of first possession, whichever comes first. The amount remaining unpaid with respect to which the lien is extinguished shall be deemed to be a Common Area expense collectible from all the Owners as such, including the new Owner of the defaulted Unit, without prejudice to the right of the Association to recover such amount from the transferor Owner.

10. **MAINTENANCE.**

- a. Maintenance By Owner. Every Owner of a Condominium Unit shall be responsible for the following:
 - i. all cleaning, maintenance, upkeep and repair to the interior or interiors of each Owner's Condominium Unit, including all finished surfaces, fixtures and trade fixtures, drywall, the doors to the Unit, the floor drain and line that serve only that Unit, and the limited common element utilities that serve only that Unit, which includes the Unit's sprinkler system starting from the common water line serving all Units. All Units shall maintain sufficient heat in the Unit to prevent any threat of freezing pipes; and
 - ii. all damages to the Owner's Condominium Unit, other Condominium Units, the Common Area or Limited Common Area, resulting from such Owner's intentional or negligent acts or omissions.
- b. Maintenance by Association. The Association shall be responsible for the following:
 - i. the care, operation, management and repair of the Common Area, including but not limited to keeping the same in good, clean, updated, attractive and sanitary order and repair, and inclusive of markings or signage associated with the Limited Common Element parking stalls;
 - ii. arrange to be furnished to the Common Area all utilities needed in its operation and to the exterior of each of the Condominium Units, such utilities as may be available and desired by the Association and the Units, provided, the Association is not required to provide utilities beyond those installed as of the time of completion of construction of Buildings, unless the Association so consents;

- iii. maintain and replace all or any portion of the landscaping, remove snow, ice and other materials from the driveways, parking areas and walkways; and
- iv. make necessary or desirable alterations, improvements and upgrades to the Common Area.
- c. Non-Waiver. Nothing herein shall be construed as a waiver of any right by the Association to recover for any damage or expenses incurred as the result of the willful or negligent action or omission of an Owner or any person.
- d. Duty to Inspect and Notify of Defects. Each Owner shall have the duty to make reasonable inspections of his Condominium Unit and Limited Common Areas from time to time, to determine if said Condominium Unit or Limited Common Areas contain any obvious defects for which the Association may be liable to repair. In the event of discovery of such a defect, the Owner also shall have the duty to give prompt, written notice of the defect to the Association immediately.
- e. Duty to Repair. In the event a defect may affect the Condominium Unit of any other Owner or the Common Area, the party responsible under this Declaration shall repair the same in a workmanlike fashion within a reasonable time following its discovery. Upon the failure of such Owner to so repair defects that are such Owner's responsibility, the Association shall have the duty to enter into and upon the Condominium Unit and effect such repair, the cost of which shall be chargeable to such Owner by assessment or otherwise.
- f. Willful or Negligent Acts. In the event that any maintenance, repair or other work is required because of the intentional or negligent action or lack of action of any Owner, his tenants, guests or invitees and such maintenance, repair or other work is not covered or paid for by insurance for the benefit of the Association, the Association may perform such work or cause the same to be performed at such Owner's cost and expense and may make an assessment to recover payment thereof against such Owner, provided, except in the event of emergency, such Owner shall be given ten days' prior notice within which to perform the required maintenance, repair or work. Should weather or other circumstances outside the control of the Owner preclude completion of work within the 10 day period, the Owner may instead give written notice to the Association of his intent to complete the work or repair, the reason for the delay, and an estimated time of completion.

11. DAMAGE AND DESTRUCTION OF CONDOMINIUM UNIT.

- a. Duty to Rebuild. If all or any portion of any Condominium Unit or Common Area or Limited Common Area is damaged or destroyed by fire or other casualty, it shall be the duty of the Association to rebuild, repair, or reconstruct said Condominium

Unit in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty, except as may be provided in Section 12. Owners are responsible for the rebuild, repair, or reconstruction of all finished surfaces of a Unit's interior.

- b. Time Limitation. The Association shall be obligated to proceed with all due diligence hereunder and commence reconstruction within three months after the damage occurs and complete reconstruction within six months after damage occurs, unless prevented by causes beyond its reasonable control.

12. **DAMAGE OR CONDEMNATION OF COMMON AREA.**

- a. Damage to Common Area. Damage to or destruction of all or any portion of the Common Area shall be handled in the following manner:
 - i. In the event of damage or destruction to the Common Area, and if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.
 - ii. If the insurance proceeds are within \$5,000.00 or less of being sufficient to effect total restoration to the Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment against each of the Owners on the basis of the ownership interest as set forth in Section 9(f). Provided if damage is solely to one of the Buildings, containing Condominium Units, only those owning a Unit in such Building shall be responsible for such assessment and any other responsibility or entitlement under this Section 12.
 - iii. If the insurance proceeds are insufficient by more than \$5,000.00 to effect total restoration to the Common Area, then by written consent or vote of a majority of the Owners, they shall determine whether
 - (1) to rebuild and restore the Common Area to substantially the same condition as it existed prior to damage, and to raise the necessary funds over the insurance proceeds by levying a special assessment against each of the Owners, on the basis of the ownership interest set forth in Section 9(d);
 - (2) to rebuild and restore the Common Area in a way which utilizes all available proceeds and an additional amount not to exceed Five Thousand Dollars (\$5,000.00) and which is less expensive than rebuilding and restoring the Common Area to substantially the same

manner as it existed prior to being damaged; or

(3) to not rebuild and to distribute the available insurance proceeds equally to the Owners and mortgagees of the Condominium Units as their interests may appear.

- iv. If reconstruction or restoration has not actually commenced within one year from the date of any damage to which this Section is applicable, then the covenant against partition provided shall terminate and be of no further force and effect.
- v. A condemnation award affecting all or a part of the structural Common Area 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 among the affected Owners and their respective mortgagees according to the relative interests of the Condominium Units as specified in Exhibit "A", or interest therein, affected by the condemnation as determined by independent appraisal in accordance with a procedure set forth herein. In any condemnation proceeding, the Association shall represent the Owners in all proceedings, negotiations, and settlements relative to the Common Areas. Any awards or payments for Common Areas shall be payable to the Association, in Trust, and distributed as identified herein.
- vi. In the event of partial or total destruction of the structural Common Area, and an election by the Owners not to rebuild, insurance proceeds received by the Association on account of the destruction of the Common Area shall be distributed by the Association among Owners and their respective mortgagees proportionately according to the respective fair market value of the Condominium Units at the time of the destruction as determined by an independent appraisal in accordance with a procedure set forth herein.
- vii. In the event of a condemnation award distribution, or a distribution of insurance proceeds as specified in Section 12(a) (v) and (vi), the Association shall obtain the services of a real estate appraiser holding an M.A.I. designation from the American Institute of Real Estate Appraisers who shall appraise and determine the value of each Condominium Unit affected. A determination by said appraiser shall be conclusive and the Association shall make all distributions based on such appraisal.

13. **COVENANT AGAINST PARTITION.** By acceptance of his deed, each Owner shall be deemed to covenant for himself and for his heirs, representatives, successors and assigns, that he will not institute legal proceedings to effect judicial partition of his interest in the Real Property from the remainder of the Development, other Units, or from Common Areas or Limited Common areas, unless the Real Property has subsequent to this Declaration been

removed from under the Montana Unit Ownership Act. In such event of removal from the Act, and absent the institution of a partition action, all Owners shall be tenants in common, owning their individual Units, with ownership interests in Common Areas and Limited Common Areas as identified in Exhibit "A." Nothing herein shall prevent co-owners of a particular Unit or Units from availing themselves of their rights under partition as between themselves, so long as said action does not result in the creation of an additional Unit, and does not result in the severance of the percent ownership interest in the Common Areas and Limited Common Areas, which are to remain appurtenant to the Unit or Units in question. Furthermore, no Owner shall by act or omission seek to abandon, subdivide encumber, sell or transfer the Common Areas and no other person shall have the right to have them otherwise divided.

14. **INSURANCE.**

- a. Association Insurance. The Association shall procure from generally acceptable insurance carriers and pay premiums for the following insurance coverages:
 - i. Policy or policies of fire and casualty insurance on the Condominium Units, all Common and Limited Common Areas, including fixtures and personal property belonging to the Association, with extended coverage endorsements and Special Condominium Endorsement, for the full replacement value of or such fire and casualty insurance as the Association shall determine gives substantially equal or greater protection, insuring the Owners and their mortgagees, as their interest may appear, and as to each of such policies which will not be voided or impaired thereby, the Owners hereby waive and release all claims against the Association, its board of directors, agents, employees the Declarant and the 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 said persons or entities, but only to the extent of the insurance proceeds received and compensation for such loss. Such fire hazard insurance policies shall be payable as provided herein. The Association may elect to procure premises liability coverage as part of such fire or casualty insurance.
 - ii. The Association may procure a policy or policies of liability insurance covering the Association, its board of directors, the Declarant, and all their agents and employees against any liability to the public or any Owner, his tenants, guests or invitees arising from or incident to the ownership, occupation, use, maintenance and/or repair of the Common Area or Condominium Units, out of any acts of the Association, and out of any employment relationship between the Association and its employees, if any, with policy limits no less than \$1,000,000.00 per occurrence. If obtainable a cross liability endorsement insuring each insured against liability to the other insured shall be acquired. Limits of liability on such policies shall be

set by the Association on such limits and coverage shall be reviewed at least annually by the Association and increased or decreased in its discretion.

- iii. To the extent necessary to comply with any applicable Workman's Compensation laws.
- iv. Such other insurance as the Association may deem desirable for the benefit of the Owners or in itself.
- v. The terms of this Section shall not be interpreted to compel the Association to acquire insurance for the Owner's personal property, whether stored in such Owner's Condominium Unit or in any part of the Common Areas or Limited Common Areas. Each Owner, his lessees, invitees and guests, are responsible to acquire such insurance covering his or her own personal property and liability as such Owner deems appropriate.
- vi. The Association, on behalf of the Treasurer or any other officer or Director, or management agent, who handles or is responsible for funds administered by or on behalf of the Association, may provide a bond for the faithful discharge of his duties in such sum and with a surety or sureties as the Board of Directors shall determine is appropriate, but no less than three months aggregate assessments plus reserves. The cost of any such bond shall be paid for by the Association and shared as a common expense of the Association.
- vii. The Association shall obtain and maintain such insurance as called for herein, in its name as insured on behalf of the Owners (in proportion to their respective interests as set out in Exhibit "A") or there may be named by the Board of Directors, as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance, and to perform such other functions necessary to accomplish such purpose. Such trustee shall hold such policies and the proceeds therefrom in trust for the Association, the Owners and their respective mortgagees as their respective interests may appear of record. The Association shall provide to the Owners and their mortgagees, upon request, certificates or other evidence of the existence of such insurance as required by this Section. All such policies shall provide that they cannot be or substantially modified with first providing 10 days prior written notice to the Association, the Owners and their eligible first mortgagees.
- viii. Unit Owners, at their sole cost and expense, shall also maintain comprehensive general business and premises liability insurance on an occurrence basis against claims for personal injury, including without

limitation, bodily injury, death, or property damage, occurring upon, in, or about the Property or the Owner improvements. Such insurance shall be in the minimum amount of not less than \$2,000,000 with respect to personal injury or death to any one or more persons or to damage to property. The Association reserves the right to increase minimum required coverage to reasonably reflect inflation over time. Owners who have employees shall also maintain worker's compensation insurance, automobile liability insurance for business vehicles, product liability insurance, and such other insurance and in such amounts, as may from time to time be reasonably required by the Association in accordance with good business practices or legal requirements which the Association is or becomes subject to; provided, however, that Association may require an Owner to obtain insurance against damage and/or loss of business caused by flood, earthquake or other perils if, and only to the extent that, such insurance coverage is available in the marketplace at commercially reasonable rates, and the required coverage, including the level of loss deductible, is reasonable in light of similar coverage purchased by other owners of similar facilities in the area.

15. **REAL PROPERTY TAXES.** Each Owner is responsible for all taxes and assessments levied on such Owner's Condominium Unit. In the event and to the extent real or personal property taxes are levied upon the Association's property, it shall pay such taxes and each Owner shall be responsible for his proportionate share, pursuant to the provisions on Assessments as set out above.

16. **GENERAL PROVISIONS.**

- a. Enforcement. The Association or the Owner of any Condominium Unit, including the Declarant, so long as Declarant retains ownership interest in at least one Condominium Unit, 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 Association's Bylaws and rules, respectively, including, without limitation, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of said covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied, and/or to recover damages for said violation. The result of every act or omission whereby any of the covenants contained in this Declaration or the provisions of the Association's Bylaws and rules are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association, or by its successors in interest. The remedies hereby provided for breach of the covenants contained in this Declaration or the provisions of the Association's Bylaws and rules shall be deemed cumulative, and none of such remedies shall be deemed exclusive. The failure of the Association to enforce any

of the covenants contained in this Declaration or the provisions of the Bylaws and rules shall not constitute a waiver of the right to enforce the same thereafter. A breach of the covenants contained in this Declaration or of the provisions of the Bylaws and rules shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Condominium Unit or the improvements thereon; provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether or not such Owner's title was acquired by foreclosure, a trustee's sale, or otherwise. Following notice and hearing, the Association shall have the right and power to assess monetary penalties against a Member and/or suspend said Member's voting rights for the period during which any assessment against his Condominium Unit remains unpaid or for any violation of this Declaration, the Bylaws or for infraction of the rules and regulations enacted by the Association.

- b. Severability. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of the Condominium Declaration. No provision in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number or duration of violations which may occur.

- c. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Real Property and for its maintenance. The Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

- d. Singular Includes the Plural. Whenever the context of this Declaration may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter, and vice versa.

- e. Amendments. This Declaration may be waived, abandoned, terminated, modified, altered, changed or amended only by written instrument executed the Owners holding at least 60% of the votes in the Association (9 of 14 votes total), unless other higher percentages are required by law. Provided, however, Declarant reserves the right to waive, abandon, terminate, modify, alter, change or amend this Declaration up until the Transition Date, unless Declarant opts out of this right earlier, in written notice to the Association. All Owners and all mortgagees of a Condominium Unit, by acceptance of a deed, mortgage or trust indenture to any Condominium Unit, shall be deemed to consent to any such waiver, abandonment, termination, modification, alteration, change or amendment by Declarant. In the event an individual Owner, or Owners of adjoining Units, in the build-out or finishing of the interior of their Unit modify or change the design or layout of a Unit in a manner that materially amends the attached floor and site plans, such Owner(s) may amend the attached floor plans without need for Association or member approval, provided such alteration meets

architectural review requirements. In addition to the necessary consent of the Owners to any modifications to this Declaration as is described above, a change in any of the following must also be approved by requesting eligible mortgage holders who represent at least 51% of the votes of Condominium Units subject to mortgages held by eligible mortgage holders (all such eligible mortgage holders in the case of abandonment of the Condominium Declaration); (a) Voting rights; (b) Reallocation of interests in Common Areas or Limited Common Areas or rights to their use other than as set forth in this Declaration, which may include a change in Exhibit A allocations due to re-sizing of Unit upon construction; (c) Redefinition of any boundaries for completed Condominium Units after conveyance by Declarant; (d) Conversion of Condominium Units to Common Areas or vice versa, other than as provided in this Declaration; (e) Expansion or contraction of the project, or the addition or withdrawal of property to or from the project, other than as set forth in this Declaration; (f) Imposition of restrictions on an Owner's right to sell his or her Condominium Unit; and (g) Restoration or repair of the project in a manner other than as provided in this Declaration. The approval of eligible mortgage holders shall be implied if such mortgage holder does not respond to a written proposal to amend this Declaration or the Bylaws within 60 days after it receives proper notice of such proposal, provided such notice was delivered by certified mail or registered mail, return receipt requested. All amendments to the Condominium Declaration shall be recorded in the office of the Missoula County Clerk and Recorder, Missoula, Montana.

- f. Irrevocable Power of Attorney. Each Owner upon acceptance of the deed or upon entry into a contract for deed to such Owner's Condominium Unit, hereby grants onto the Declarant an irrevocable special power of attorney to effect, execute and record all documents, instruments, maps and schedules necessary to allow Declarant to exercise its rights under this Declaration, including but not limited to voting rights, rights to alter common area to facilitate additional development, rights to construct additional Buildings and construct and complete new Units under this Declaration, and rights to amend this Declaration.

- g. 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 Condominium 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.

- h. Attorney's Fees. If any Owner defaults in making a payment or assessments or in the performance or observance of any provision of this Declaration, and the Association

has obtained the services of an attorney in connection therewith, the Owner covenants and agrees to pay to the Association any costs or fees incurred, including actual attorney's fees, regardless of whether legal proceedings are instituted, and the Owner shall also pay the cost of the suit, in addition to the aforesaid costs and fees. This provision for recovery of attorney's fees shall apply also to any proceedings in bankruptcy or other insolvency proceedings.

- i. Process. Service of process in the cases provided for in Section 70-23-901 of the Montana Code Annotated, shall be made upon Matt Breeden, 5562 Alloy South, Unit D, Missoula, MT 59808, or following transition upon the designated Registered Agent of the Association. This provision may be amended in the manner provided in Section 70-23-902 of the Montana Code Annotated.

- j. Rights and Obligations of Declarant. For each unsold Condominium Unit owned by it, Declarant shall have all of the rights and duties afforded to any Owner under the terms of this Declaration, the Bylaws and the rules and regulations adopted by the Association, and Montana law.

- k. Notice to Holders, Guarantors, and Insurer's of Mortgages or other Liens on Condominium Units. Upon written request from a holder, insurer or guarantor of a first mortgage on any Condominium Unit, the Directors of the Association shall provide said holder, insurer or guarantor with timely written notice of the following:
 - i. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders;
 - ii. Any condemnation loss or any casualty loss which affects a material portion of the project or which affects any Condominium Unit on which there is a first mortgage held, insured or guaranteed by such holder, insurer or guarantor;
 - iii. Any delinquency in the payment of assessments or charges owed by an Owner of a Condominium Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;
 - iv. Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and
 - v. Any requested books, records, and financial statements of the Association.

EXHIBIT “A”

Condominium Unit No.	Percent
Unit A1	7.14 %
Unit A2	7.14 %
Unit A3	7.14 %
Unit A4	7.14 %
Unit A5	7.14 %
Unit C1	7.14 %
Unit C2	7.14 %
Unit C3	7.14 %
Unit C4	7.14 %
Unit C5	7.14 %
Unit C6	7.14 %
Unit C7	7.14 %
Unit C8	7.14 %
Unit C9	7.14 %
	Numbers do not total 100% due to rounding

ARCHITECT, SURVEYOR, OR ENGINEER'S STATEMENT

Pursuant to Montana Code Annotated §70-23-306, the undersigned states as follows:

1. I am an architect, engineer, or surveyor licensed and registered in the State of Montana.
2. I have reviewed the floor plans recorded in conjunction with this Declaration for West Ridge Industrial Center Condominiums.
3. The floor plans and building depictions fully and accurately depict the layout, location, unit designation and dimensions of each unit to be constructed on the real property. Upon completion of construction of a particular Unit or Units unfinished at the time of this Statement and pursuant to Montana Code Annotated §70-23-306(2), a supplemental statement may be recorded.

By _____
Tony Moretti, licensed architect

(seal)

STATE OF MONTANA)
 :ss.
County of Missoula)

Acknowledged before me this ____ day of _____, 2026 by Tony Moretti.

(seal)

Notary Public for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____ 20____

ARCHITECT, SURVEYOR, OR ENGINEER'S STATEMENT

Pursuant to Montana Code Annotated §70-23-306, the undersigned states as follows:

1. I am an architect, engineer, or surveyor licensed and registered in the State of Montana.
2. I have reviewed the site plans recorded in conjunction with this Declaration for West Ridge Industrial Center Condominiums.
3. The site plans fully and accurately depict the layout, location, unit designation and dimensions of each unit to be constructed on the real property. Upon completion of construction of a particular Unit or Units unfinished at the time of this Statement and pursuant to Montana Code Annotated §70-23-306(2), a supplemental statement may be recorded.

By _____
Cory Davis, professional engineer

(seal)

STATE OF MONTANA)
 :ss.
County of Missoula)

Acknowledged before me this ____ day of _____, 2026 by Cory Davis.

(seal)

Notary Public for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____ 20____