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Tom W. Stonecipher  
Tarlow Stonecipher & Steele, PLLC  
1705 West College Street  
Bozeman, MT 59715

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Charlotte Mills - Gallatin County, MT MISC



**FIRST AMENDMENT  
TO  
DECLARATION  
FOR  
GREEN LEAF CONDOMINIUM**

This First Amendment to Declaration for Green Leaf Condominium (the "First Amendment") amends the original Declaration for Green Leaf Condominium made February 23, 2007 and recorded in the office of the Clerk and Recorder of Gallatin County, Montana, as Document No. 2257717 on February 23, 2007 (the "Declaration") with respect the following real property made subject to the Montana Unit Ownership Act as provided in that Declaration:

Lot 7, Block 2, Cattail Creek Subdivision, Phase III, Bozeman, Montana, according to the official plat thereof on file and of record in the office of the, County Clerk and Recorder, Gallatin County, Montana.

Except as amended by the terms of this First Amendment, the terms of the Declaration remain in full force and effect.

The Declaration is hereby amended as follows:

**SECTION 1  
DEFINITIONS**

Section 1 of the Declaration is amended to add a new Section 1.10A, as follows:

1.10A. "Mortgagee" means the holder, insurer, or guarantor of any first mortgage or deed of trust on any Unit to secure repayment of a loan.

**SECTION 5  
USE OF CONDOMINIUM PROPERTY**

Section 5 of the Declaration is amended to add a new Section 5(n), as follows:

(n) All leases of Units within the project must be in writing and must include a provision which states that they are subject to the declaration, bylaws, and other documents relating to and regulating activities within the project. All leases must be for an initial term of at least thirty (30) days.

**SECTION 6  
THE ASSOCIATION**

Section 6 of the Declaration is amended to add new Sections 6.2(g) and 6.2(h), as follows:

(g) The Association shall grant utility easements under, through, or over the common elements which are reasonably necessary for the ongoing development and operation of the project.

(h) The Association shall establish an adequate reserve fund for the periodic maintenance, repair and replacement of the common elements, such fund to be maintained out of regular assessments for common expenses.

**SECTION 7  
ASSESSMENTS; LIENS**

Section 7.3 of the Declaration is amended to add new subsections (c) and (d), as follows:

(c) Notice to Mortgagee. The Association must give written notice to a Mortgagee and any guarantor of the mortgage on any Unit of any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage.

(d) Mortgagee's Responsibility for Unpaid Dues and Assessments. Any first Mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the Mortgagee. If the Association's lien priority includes costs of collecting unpaid dues, the Mortgagee will be liable for any fees or costs related to the collection of the unpaid dues.

**SECTION 9  
AMENDMENT**

Section 9 of the Declaration is amended to add a new Section 9.1A, as follows:

**9.1A Approval of Certain Amendments by Mortgagees.** (i) Any amendment to the Declaration or to the Bylaws or other governing documents enacted by the Association must be approved by Mortgagees that represent at least 51% of the votes of Unit estates that are subject to mortgages if the amendment is of a material adverse nature to such Mortgagees.

(ii) An amendment is assumed to be of a material adverse nature if it effects a change in the boundary of any Unit or the exclusive easement rights appurtenant thereto; the interests in the general or common elements appurtenant to any Unit or the liability for common expenses appurtenant to it; the number of votes in the Association pertaining to any Unit; the purposes to which any Unit or the common elements were restricted; voting; assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the common elements; insurance or fidelity bonds; rights to use the common elements; responsibility for maintenance and repair of the several portions of the condominium project; expansion or contraction of the condominium regime or the addition, annexation or withdrawal of property to or from the regime; boundaries of any Unit; interests in the general or limited common elements; convertibility of Units into common elements or of common elements in the Units; leasing of the Units; imposition of any right of first refusal or similar restriction the right of a Unit owner to sell, transfer, or otherwise convey his or her Unit in the condominium; or the establishment of self-management by the Association where professional management has been required by any governmental agency.

(iii) Approval of a Mortgagee shall be assumed when an eligible Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of it as provided in Section 14.10 of the Declaration.

## **SECTION 11 INSURANCE**

Section 11 of the Declaration is amended to add a new subsection 11.1(c), as follows:

(c) **Mandatory Notification to Mortgagees.** The Association shall provide each Mortgagee on any Unit timely written notice of any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

Section 11.5(b) of the Declaration is amended to add the following sentence at

the end of Section 11.5(b) of the Declaration:

Notwithstanding any provision in this subsection 11.5(b), or in any other provision of the Declaration or Bylaws or and other documents governing the Condominium, no provision of these documents gives the Unit Owner or any other party priority over any rights of the first Mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common elements.

## **SECTION 12 RECONSTRUCTION AFTER CASUALTY**

Section 12 is of the Declaration hereby amended to add a new subsection 12.1(g), as follows:

(g) Notice to and Approval by Mortgagee. The Association must give the Mortgagee and guarantor of the mortgage on any Unit timely written notice of any casualty loss that affects either a material portion of the project or the Unit securing its mortgage. Any restoration or repair of the condominium project after partial damage due to an insurable hazard, or a partial condemnation, shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the mortgagees of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such mortgagees is obtained.

## **SECTION 13 REMOVAL OR PARTITION; SUBDIVISION**

Section 13 of the Declaration is amended to add a new subsection 13.1(c), as follows:

reason (c) Any action to terminate the legal status of the project for any must also be approved by Mortgagees that represent at least 67% of the votes of the Units that are subject to mortgages.

## **SECTION 14 MISCELLANEOUS**

Section 14 of the Declaration is amended to add new Sections 14.9 and 14.10, as follows:

14.9 Availability of Documents. The Association is required to make available to Unit Owners, lenders, and holders and insurers of any mortgagee, current copies of the declaration, bylaws, and other rules governing the condominium, and

other books, records, and financial statements of the Association. The Association shall make available current copies of these documents to any prospective purchaser of a Unit within the project, upon request. The Association shall be deemed to have made documents "available" so long as they are made available for inspection upon request during normal business hours or under other reasonable circumstances. Upon written request from any governmental agency insuring or otherwise participating or assisting the placement of mortgages on condominium Units, the Association shall be required to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year (if such statements are audited).

**14.11 Notification of Addresses and Notice.** It is the responsibility of each Unit owner and each Mortgagee to provide to the Association, in writing, the address to be used for giving notice to that individual or entity for all purposes of notice set forth in the Declaration and the Bylaws. In the absence of this information, the Association is authorized to use the address of the Unit Owner and the Mortgagee set forth in the deed by which the Unit is conveyed or the mortgage which is filed of record with respect to the Unit. Notice, for all purposes, to be given to any Mortgagee shall be given by means of certified U.S. mail, return receipt requested. Notice to Unit Owners shall be given as the Association Bylaws may provide.

Except as amended by the terms of this First Amendment, the terms, provisions, and exhibits of the Declaration remain in full force and effect.

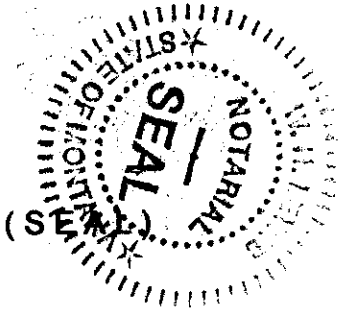
The foregoing First Amendment has been submitted and approved by seventy-five (75%) percent or more of the Owners of Condominium Units in the Green Leaf Condominiums.

Green Leaf Condominium Association, Inc.,  
A Montana not for profit corporation

By: Brent Maggio / President  
President

STATE OF MONTANA     )  
  :ss  
County of Gallatin     )

This instrument was acknowledged before me on the 5<sup>th</sup> day of February, 2009, by Brent Maggio as a President, of Green Leaf Condominium Association, Inc., a Montana not for profit corporation



*W.H. Lewis*

Notary Public for the Sate of Montana

Printed Name: W.H. Lewis

Residing at: Three Forks

My Commission Expires: June 20, 2010