

**BY-LAWS
OF
THE PONDEROSA TOWNHOMES**

ARTICLE I

Section 1. The provisions of these bylaws are applicable to a condominium located on Lot 1, known as THE PONDEROSA TOWNHOMES, pursuant to the Declaration of Town Homes Ownership dated December 22, 1993, to which a copy of these bylaws is attached, in accordance with the provisions of the Montana Unit Ownership Act, (Title 70, Chapter 23, MCA.)

Section 2. All present or future Owners, tenants, future tenants or their employees, or any other person who might use the facilities of the Town Homes in any manner, are subject to the regulations set forth in these bylaws. The mere acquisition or rental of any of the Units of the project or the mere act of occupancy of any of said Units will signify that these bylaws are accepted, ratified and will be complied with.

ARTICLE II

Section 1. The "Owner" of a Town Home Unit means the persons owning an undivided interest in both the land, the Unit, and the appurtenant undivided interest in the Common Elements constituting the Town Homes, including the contract purchaser if a notice of purchaser's interest is recorded with the Yellowstone County Clerk and Recorder. Each such Owner, by virtue of such ownership, shall be a member of THE PONDEROSA TOWNHOMES Association, hereinafter called the "Association". However, if such ownership of any Unit is vested in more than one person, while each such Owner shall be a member, the co-owners or joint owners shall be deemed to be one Owner for the purpose of voting and shall be entitled to vote only in accordance with the provisions of these bylaws on voting.

Section 2. Each Owner shall be entitled to a voting interest equal to his percentage interest in the Common Elements as set forth in the Declaration. The vote for any Unit owned by more than one person shall be exercised as such co-owners may among themselves determine, but in no event shall the vote with respect to any one Unit exceed the total herein provided.

Section 3. As used in these bylaws, the term "majority of owners" shall mean the Owners holding 51% of the votes assigned as herein provided. Ownership shall be determined according to the records of the Clerk and Recorder of Yellowstone County, Montana; except that a personal representative, guardian, or trustee may vote in person or by proxy with respect to Unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance.

Section 4. Except as otherwise provided in these bylaws, the presence in person or by proxy of a "majority of owners" shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his Unit. While every proxy shall be revocable, the authority contained therein, unless otherwise limited by its terms, shall be deemed to continue in effect until revoked in writing or until the recording of a conveyance by the Owner of the Unit or the filing of a lease which gives such voting right to the lessee by the lessor of a Unit. Whenever a Unit is owned by two or more persons, the vote therefor may be exercised by any one of such Owners present in the absence of protest by the other or others. If the vote of an Owner or Owners has been pledged by mortgage, trust indenture or agreement of sale of any Unit, and notice of such pledge has been furnished to the Association, only the vote of the pledgee will be recognized upon those matters upon which the Owner's or Owners' vote is so pledged.

ARTICLE III

Section 1. The Association will have the responsibility of administering the operation of THE PONDEROSA TOWNHOMES, approving the annual budget, establishing and collecting annual assessments, payable monthly, and arranging for the management of the project pursuant to an agreement containing provisions relating to the duties, obligations removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Owners.

Section 2. The organizational meeting of the Association shall be held not later than the earlier of the following events:

- (a) 120 days after 75% of the Units in the project have been conveyed to Unit purchasers; or
- (b) Five years following the conveyance of the first Unit.

The term "control" means the right of the Developer to control the Association, the Association Board, the project or the Unit Owners in any manner except through votes allocated to Units it owns on the same basis as votes pertaining to Units which have been sold, but does not include rights retained under other sections of these bylaws and the Declaration.

Section 3. The annual meeting of the Association shall be held on the first Saturday of October, at the time and place specified in the written notice provided to members of the Association as provided in Section 4.

Section 4. Special meetings may be called at any time by order of the Board of Directors, by any two members, or upon a signed request of the management agent, if any.

Section 5. Written notice of any annual or special meeting of the Association shall be mailed to each Owner at his last known address as reflected by the Association's records not less than 7 days prior nor more than 14 days prior to the date of the meeting. Such notice shall specify the time, date, place and purpose of the meeting. Such notice shall be given to each member by leaving the same with him personally, or by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting in no way invalidates the meeting or any proceedings thereat. Upon written request for notices mailed by registered mail addressed to the Secretary of the Association, the holder of any duly recorded mortgage or trust indenture against any Unit may promptly obtain a copy of any and all notices permitted or required to be given in writing to the holder of any mortgage requesting such notices to receive all notices sent to the members from and after receipt of said request until the request is withdrawn and said mortgage or trust indenture discharged of record.

Section 6. At annual meetings, there shall be elected by ballot of the Owners a Board of Directors and such other business of the Association may be transacted as may properly come before them. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three-fourths of the Owners present, either in person or by proxy.

Section 7. The order of business at all meetings of the Association shall be as follows:

- (a) Proof of notice of meeting or waiver of notice;
- (b) Determination of quorum;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business.

ARTICLE IV

Section 1. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, all of whom must be Owners of Town Homes Units in the project, who shall be elected by the Owners.

Section 2. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law or by these bylaws directed to be exercised and done by the Owners. The Directors shall serve without compensation.

Section 3. In addition to duties imposed by these bylaws or by resolutions of the Association, the Board of Directors shall have the following powers and duties:

- (a) To enforce the provisions of the Declaration and bylaws by appropriate action;
- (b) To provide for management of the Town Homes Units by contracting with suitable and capable management for operation and maintenance of the project, the Common Elements;
- (c) To levy and collect assessments as allowed by the Declaration;
- (d) To delegate authority to the manager for routine conduct of condominium business, subject, however, at all times to ultimate authority residing in the Board of Directors and further subject to the requirement that such personnel shall have no authority to make any expenditure in excess of \$500 without the prior approval of a majority of the directors, except in the case of an emergency which endangers a unit, the buildings or the Common Elements, when the manager is unable to contact a quorum of directors, such personnel shall be authorized to spend such funds as are deemed necessary to preserve the project and mitigate damage.

- (e) To prepare an annual budget in order to determine the amount of the assessments payable by the Unit Owners to meet Common Expenses, and to allocate and assess common charges among Unit Owners according to their respective interests in the General Common Elements; provided that the directors shall have no authority to make any expenditure in excess of \$5,000 without the prior approval of a majority of the members at a duly called membership meeting.
- (f) To levy and collect special assessments whenever necessary in order to meet increased operating or maintenance expenses or because of emergency.
- (g) To take appropriate legal action to collect delinquent assessments, and to levy penalties and charge interest in accordance with these bylaws.
- (h) To defend in the name of the Association any and all lawsuits wherein the condominium is a party defendant.
- (i) To enter into contracts and agreements necessary to carry out the duties herein set forth.
- (j) To establish a bank account for the condominium and to keep records and accounts according to commonly accepted accounting procedures.
- (k) To establish rules and regulations for conduct, behavior and use of the General Common and Limited Common Elements.
- (l) To make repairs, alterations, additions and improvements to the General Common and Limited Common Elements consistent with managing the condominiums in the best interest of the Unit Owners.

Section 4. At the organizational meeting of the Association, the term of office of one director shall be fixed for three (3) years, the term of office of one director shall be fixed for two (2) years and the term of office of one director shall be fixed at one (1) year. At the expiration of the initial term of each respective director, his successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been elected and held their first meeting.

Section 5. Any director may be removed by a vote of two-thirds (2/3) of the votes entitled to be cast at any regular or special meeting of the Association called for that purpose. In the event of such removal, a successor may then and there be elected to fill the vacancy thus created.

Section 6. No remuneration shall be paid to a director or officer for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken. A director may not be an employee of the Association.

Section 7. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so selected shall serve until the next annual meeting of the Association, at which time the members shall elect a successor to fill out the balance of the unexpired term.

Section 8. The first meeting of a newly elected Board of Directors shall be held immediately following the annual meeting of the Association, and no notice shall be necessary to the newly-elected directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, date, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors. All directors meetings shall be held within Yellowstone County, Montana.

Section 11. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. A quorum of the Board for the transaction of business at any meeting shall be a majority of the directors. If, however, a quorum shall not be present or represented at any meeting, the directors present shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. The Board of Directors may require that officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, premiums on such bonds to be paid by the Grantor until such time as the Association is formed and thereafter by the Association.

ARTICLE V

Section 1. The Board of Directors at its annual meeting shall elect a President, Secretary, Treasurer and such assistants as the Board may deem necessary. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 2. The officers of the Association shall hold office at the pleasure of the Board, and in the event of a vacancy for any person, the Board shall elect a successor at any regular meeting or at any special meeting called for such purpose.

Section 3. The President shall preside at all meetings of the Association and the Board of Directors. He shall have general supervision over the affairs of the Association and its officers and all of the powers and duties usually vested in the office of President or Chairman of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. The Secretary shall keep all books and records of the Association and the Board of Directors and record all minutes of meetings of both.

Section 5. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

Section 1. Assessments against the Unit Owners shall be made or approved by the Directors of the Association and paid by the Unit Owners to the Association in accordance with the following provisions:

- (a) Assessments shall be made for the repair, replacement and general maintenance, management and administration of General and Limited Common Elements, and for payment of insurance premiums. The assessments shall be made pro rata according to each Owner's percentage interest in and to the General Common Elements, except for hazard insurance premiums. Assessments for hazard insurance premiums shall be based upon that proportion of the total premium(s) that the insurance carried on a condominium bears to the total coverage.
- (b) Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the condominium declaration or these bylaws, shall be paid by the Unit Owners to the Association in the proportions set forth in the provision of the Declaration authorizing the assessment.
- (c) All sums collected by the Association from assessments may be commingled in a single fund but they shall be held for the Unit Owners in their respective share in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:
 - i) Common expense accounts - to which shall be credited collections for assessments for all Common expenses including liability and hazard insurance premiums and payments received for defraying costs of the use, reconstruction and repair of Common Elements.
 - ii) Alteration and improvement accounts - to which shall be credited all sums collected for alterations and improvement assessments.
 - iii) Emergency account - to which shall be credited all sums collected for emergencies.
- (d) All Owners shall be obligated to pay annual assessments in monthly installments imposed by the Association to meet all Common Expenses, including liability and hazard insurance premiums. Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in November of the year preceding that for which the assessments are made and on such other and additional times as in the judgment of the Board of Directors additional Common Expense assessments are required for the proper management, maintenance and operation of the Common Elements. Such assessments shall be approved at the Association's annual meeting. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less than the amount of unneeded Common Expense account balances. If an annual assessment is not made as required, a payment in the amount required in the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

- (e) Other assessments shall be made in accordance with the provisions of the condominium declaration, to be paid at the time determined by the Board of Directors. Assessments for Common Expenses of emergencies which cannot be paid from the Common Expense account shall be made only by the Board of Directors.
- (f) The Secretary and Treasurer shall maintain records showing assessments made against Unit Owners which shall be available for inspection at all reasonable times by Unit Owners or their representatives. Such records shall show the amounts of all assessments paid and unpaid. The Treasurer may issue certificates as to the status of a Unit Owner's assessment account to such persons as the Unit Owner may request in writing, and such certificates shall limit the liability of any person to whom it is addressed other than the Unit Owner.
- (g) Unit Owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the Grantor the amounts paid by the grantee therefor. Unpaid portions of assessments which are due shall be secured by a lien upon the Unit as provided in the Declaration upon the filing of a claim in accordance with the provisions of § 70-23-607, MCA.
- (h) Assessments and installments thereof paid more than 10 days after the date when due shall be levied a late payment penalty of \$20, and shall bear interest at the maximum legal rate of interest per annum from the date when due until paid. All payments upon assessments shall be applied first to interest and then to the earliest assessment due. Interest collected shall be credited to the Common Expense account.
- (i) If an assessment is not paid within 30 days after the due date, the Association may discontinue service of any utilities, the cost of which is paid by the Association, after first giving written notice by certified mail addressed to the Owner of its intention to take such action.

Section 2. Maintenance and Repair.

- (a) Every Owner must perform promptly all maintenance and repair work within his own Unit, which if omitted would affect the project in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engineer.
- (b) All the repairs of internal installations of the Unit such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and all other accessories and appliances belonging to the Unit area shall be at the Owner's expense.
- (c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. An Owner shall not make any structural modifications or alterations in his Unit or installations located therein without previously notifying the Association in writing, through the management agent, if any, or through the President of the Association. If no management agent is employed. The Board shall have the obligation to answer within 30 days thereafter, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. The manager and any person authorized by the Board of Directors shall have the right to enter each Unit in case of any emergency originating in or threatening such Unit whether or not the Owner or occupant is present at the time. Every Unit Owner and occupant, when so required, shall permit the Association or its representatives to enter his Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements therein for central services provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner.

Section 5. Rules of Conduct.

- (a) No resident of the building shall post any advertisements or posters, except standard signs advertising the project and that a Unit is for sale or lease, of any kind in or on the project except as authorized by the Association.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers which may disturb other residents.
- (c) Hanging garments, rugs, etc. from the windows or from any other faces of the project is prohibited. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association.
- (d) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc. on the exterior of the project or that protrude through the walls of the roof of the project except as authorized by the Association.

- 19
- (e) No more than two pets, having combined weight of no more than sixty pounds, shall be maintained in any Unit. Pets shall not be allowed to run free in the common elements.
 - (f) In addition to at least one garage parking space, each Unit shall include one assigned uncovered parking space. No Owner shall permit any vehicle belonging to an occupant or visitor of the Owner's Unit to be parked in a parking space assigned to a Unit not belonging to that Owner. The Association may set, assess and collect a fine not to exceed \$20.00 per day against the owners of any vehicles parked in violation of this paragraph. Any funds so collected shall be placed in the general fund of the Association.
 - (g) No fence or hedge shall be erected or maintained on properties hereinabove described without first having obtained written authority from the Association.

Section 6. Additional Administrative Rules and Regulations relating to the details of the operation of THE PONDEROSA TOWNHOMES and the use of the Common Elements may be adopted or amended by the Board of Directors at any regular meeting or at any special meeting called for that purpose.

Section 7. Any mortgagee or beneficiary of a trust indenture may file a copy of its mortgage or trust indenture with the Board of Directors through the manager, and the secretary shall record such information in the record of ownership of the Association. After the filing of the mortgage or trust indenture, the Board of Directors, through its manager, shall be required to notify the mortgagee or beneficiary of any Unit Owner who is in default in the expenses for the administration of the condominium and the mortgagee or beneficiary at its option may pay the delinquent expenses.

ARTICLE VII

Section 1. No director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence.

Section 2. Every director and officer of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer of the Association, whether or not he continues to be such director or officer of the Association at the time of incurring or imposition of such cost, expenses or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE VIII

The fiscal year of the Association shall be such as may from time to time be established by the Association.

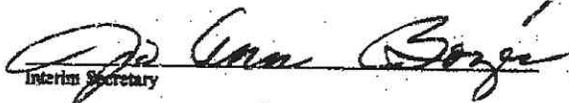
ARTICLE IX

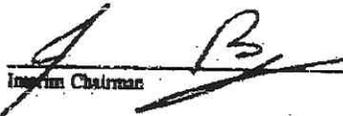
Section 1. These bylaws may be amended by the Association in a duly constituted meeting for such purposes and no amendment shall take effect unless approved by the Owners of at least two-thirds (2/3) of the Units and until a copy of the bylaws, as amended, certified by the presiding officer and secretary of the Association is recorded in the office of the Clerk and Recorder of Carbon County, Montana; provided, however, that the contents of these bylaws shall always contain those particulars which are required to be contained herein by the Montana Unit Ownership Act.

Section 2. In the event of any conflict between these bylaws and the provisions of the Montana Unit Ownership Act, the latter shall govern and apply.

IN WITNESS WHEREOF, the undersigned, constituting the Interim Chairman and Secretary of THE PONDEROSA TOWNHOMES Association have executed this instrument as evidence of the adoption of the aforesaid bylaws of the Association, this 22 day of December, 1993.

ATTEST:


Interim Secretary


Interim Chairman

STATE OF MONTANA)

County of Yellowstone)

On this 28 day of December, 1993, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JAMES W. BOYER and JOANN BOYER, known to me to be the interim chairman and interim secretary of the Association that executed the foregoing instrument, and acknowledged to me that such association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the date first above written.



[Signature]
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 10/15/97

CERTIFICATE

WE, THE UNDERSIGNED, being the Interim Chairman and Interim Secretary of The Ponderosa Town Homes Association, hereby certify that the foregoing is a true and correct copy of the bylaws of said Association.

IN WITNESS WHEREOF, we have set our hands this 28 day of December, 1993.

[Signature]
Interim Chairman

[Signature]
Interim Secretary

1715913

Design Builders, Inc.

to

Declaration

201 Condo Ownership

The Pondosaan Bookshelves

STATE OF MONTANA }
COUNTY OF YELLOWSTONE } ss

I hereby certify that the within instrument was filed
in my office for record on this 23 day of

DEC 23 1993 at 10 o'clock

P.M. Under the old case document number
Witness my hand and official seal

MERRILL H. CLINE
County Clerk & Recorder

Merrill H. Cline Deputy

120 23
Suzanne J. Heaton
1250-15th St. W #202

Billings, mt - 59102

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF
THE PONDEROSA TOWNHOMES**

The undersigned, DESIGN BUILDERS, INC., which continues to act as administrator of THE PONDEROSA TOWNHOMES pursuant to ¶ 10 of the DECLARATION OF CONDOMINIUM OWNERSHIP filed of record December 28, 1993, in the office of the Clerk & Recorder of Yellowstone County, Montana, under document No. 1710913, hereby adopts the following amendments to the above-described Declaration:

1. Section 3. is amended to read as follows:

3. DESCRIPTION OF PROPERTY. THE PONDEROSA TOWNHOMES shall include 12 buildings, containing 55 total Units. Each building shall be of wood frame construction with masonite siding, concrete foundation, and fiberglass shingle roof. Interior walls are of sheetrock. There will be several primary floor plans used. Those floor plans are shown on attached Exhibit "A", and by this reference are included herein. All Units may be up to two stories and may include basements. Units may also include either attached or detached single or double garages. The dimensions of each Unit and the approximate square footage of each Unit are indicated on Exhibit "A".

2. Section 3(c). is amended to read as follows:

(c) The allocation of percentage of undivided interest of each Unit in the Common elements shall at all times be equal to 1/55 of the total undivided interest in the common elements, which may be expressed as a 1.8182% interest in the common elements.

IN WITNESS WHEREOF, the undersigned, being the interim Chairman and Secretary of THE PONDEROSA TOWNHOMES Association have executed this instrument as evidence of the adoption of the aforesaid first amendment to the Declaration of the Association, this 31st day of October, 1994.

ATTEST:

Jo Ann Boyer
Secretary

James W. Boyer
President

STATE OF MONTANA)
County of Yellowstone) : ss.

This instrument was acknowledged before me on the 15th day of November, 1994, by JAMES W. BOYER and JOANN BOYER, as president and secretary of Design Builders, Inc., a Montana corporation.



James W. Boyer
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 10/23/96

CERTIFICATE

WE, THE UNDERSIGNED, being the Interim Chairman and Interim Secretary of The Ponderosa Town Homes Association, hereby certify that the foregoing is a true and correct copy of the First Amendments to the Bylaws of said Association.

IN WITNESS WHEREOF, we have set our hands this 15th day of November, 1994.

Jo Ann Boyer
Interim Secretary

James W. Boyer
Interim Chairman



HILOH ROAD
 480.02' ROAD
 30.10'

DECATHLON PARKWAY

PARK

PARKWAY

38TH STREET WEST
 492.15
 226.97
 30.10'

1764982

Ponderosa Townhomes

to

Declaration

2. Amd Conds. Ownership

STATE OF MONTANA }
COUNTY OF YELLOWSTONE } SS

I hereby certify that the within instrument was filed
to my office records on this day of
NOV 2 3 1994 at 1146 o'clock
P. M. Under the above document number.

Witness my hand and official seal

MERRILL H. KLUNDT

County Clerk & Recorder

By Ray J. Kubick Deputy

1200

Sweeney & Halow

1250 - 15th St. W #202

Billings, mt. 59102

**SECOND AMENDMENT TO BY-LAWS
OF THE PONDEROSA TOWNHOMES**

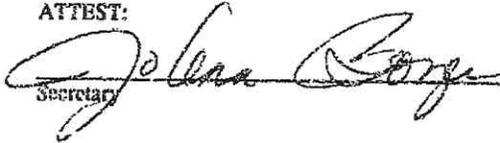
The undersigned, DESIGN BUILDERS, INC., which continues to act as administrator of THE PONDEROSA TOWNHOMES pursuant to § 10 of the DECLARATION OF CONDOMINIUM OWNERSHIP filed of record December 28, 1993, in the office of the Clerk & Recorder of Yellowstone County, Montana, under document No. 1719913, hereby adopts the following amendments to the By-Laws appended to the above-described Declaration:

There shall be a new paragraph denoted ARTICLE VI, Section 5(i), which shall provide as follows:

- (i) The Association may set, assess and collect a fine not to exceed \$25.00 per day against any Unit Owner who shall be in violation of any part of this Section 5. It would be impracticable or extremely difficult to fix the actual damage caused to the Association or aggrieved Unit Owner by such a violation.

IN WITNESS WHEREOF, the undersigned, being the Interim Chairman and Secretary of THE PONDEROSA TOWNHOMES ASSOCIATION, *ex officio* our offices as President and Secretary of DESIGN BUILDERS, INC., have executed this instrument as evidence of the adoption of the aforesaid first amendment to the bylaws of the Association, this 6th day of June, 1995.

ATTEST:


Secretary


President

STATE OF MONTANA)
) ss.
County of Yellowstone)

This instrument was acknowledged before me on the 6th day of June, 1995, by JAMES W. BOYER and JOANN BOYER, as President and Secretary of Design Builders, Inc., a Montana corporation.




Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 10/15/97.

CERTIFICATE

WE, THE UNDERSIGNED, being the Interim Chairman and Secretary of The Ponderosa Town Homes Association, hereby certify that the foregoing is a true and correct copy of the Second Amendment to the Bylaws of said Association.

IN WITNESS WHEREOF, we have set our hands this 6th day of June, 1995.


Interim Secretary


Interim Chairman

1786660

The Ponderosa Townhomes
Assoc.

to
Declaration
2nd amend. by-laws

STATE OF MONTANA, }
County of Yellowstone, } ss.

I hereby certify that the within instrument was filed
in my office for record on this day of
JUN 9 1995 at 8:45 o'clock
 P.M. Under the above document number.

Witness my hand and official seal
TONY NAYE

County Clerk & Recorder

By *[Signature]* Deputy

Sweeney & Heaton
1250-15th St. West, Ste. 202
Billings MT 59102

12

**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF THE PONDEROSA TOWNHOMES**

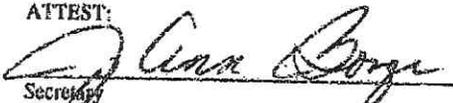
The undersigned, DESIGN BUILDERS, INC., which continues to act as administrator of THE PONDEROSA TOWNHOMES pursuant to ¶ 10 of the DECLARATION OF CONDOMINIUM OWNERSHIP filed of record December 28, 1993, in the office of the Clerk & Recorder of Yellowstone County, Montana, under document No. 1719913, hereby adopts the following amendments to the above-described Declaration:

1. Section 8. is amended to by adding subsection (k) and shall read as follows:
 - (k) Any non-operational vehicle parked in the open parking area will be towed at the owner's expense.

IN WITNESS WHEREOF, the undersigned, being the interim Chairman and Secretary of THE PONDEROSA TOWNHOMES ASSOCIATION, *ex officio* our offices as President and Secretary of DESIGN BUILDERS, INC., have executed this instrument as evidence of the adoption of the aforesaid first amendment to the Declaration of the Association, this 6th day of June, 1995.

THE PONDEROSA TOWNHOMES ASSOCIATION

ATTEST:


Secretary


President

STATE OF MONTANA)
 : ss.
County of Yellowstone)



This instrument was acknowledged before me on the 13 day of February, 1996, by JAMES W. BOYER and JoANN BOYER, as President and Secretary of Design Builders, Inc., a Montana corporation.

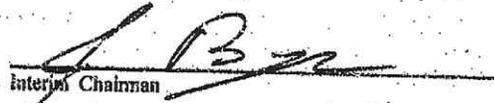

Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: June 23, 1996

CERTIFICATE

WE, THE UNDERSIGNED, being the Interim Chairman and Secretary of The Ponderosa Town Homes Association, hereby certify that the foregoing is a true and correct copy of the Third Amendment to the Declaration of Condominium Ownership for said Association.

IN WITNESS WHEREOF, we have set our hands this 13 day of February, 1996.


Interim Secretary


Interim Chairman

1816663

Ponderosa Trout Lake
Assoc

to

Amendment

Re: Declaration of
Condo ownership



STATE OF MONTANA,
County of Yellowstone, } ss.

I hereby certify that the within instrument was filed
in my office for record on this FEB 14 1996 day of
Feb at 9:03 o'clock
a M. Under the above document number.
Witness my hand and official seal

TONY HAVE
County Clerk & Recorder

By T. Sweeney Neale Deputy
#600 Sweeney Neale
1250 15th St W.
Ste 212
59112

**FIRST AMENDMENT TO BY-LAWS
OF
THE PONDEROSA TOWNHOMES**

The undersigned, **DESIGN BUILDERS, INC.**, which continues to act as administrator of **THE PONDEROSA TOWNHOMES** pursuant to ¶ 16 of the **DECLARATION OF CONDOMINIUM OWNERSHIP** filed of record December 28, 1993, in the office of the Clerk & Recorder of Yellowstone County, Montana, under document No. 1719913, hereby adopts the following amendments to the By-Laws appended to the above-described Declaration:

1. **ARTICLE VI, Section 5(f)**, is amended to read as follows:

(f) In addition to at least one garage parking space, each Unit shall include one assigned uncovered parking space. No Owner shall permit any vehicle belonging to an occupant or visitor of the Owner's Unit to be parked in any parking space assigned to a Unit not belonging to that Owner; nor shall any Owner permit any vehicle belonging to an occupant of the Owner's Unit to be parked in any parking space designated for visitors. The Association may set, assess and collect a fine not to exceed \$20.00 per day against the owners of any vehicles parked in violation of this paragraph. Alternatively, the Association may have towed any vehicles parked in violation of this paragraph, at the expense of the owner of the Unit in which the operator of the vehicle resides or visits. Any funds collected pursuant to this paragraph shall be placed in the general fund of the Association.

2. There shall be a new paragraph denoted **ARTICLE VI, Section 5(h)**, which shall provide as follows:

(h) Garbage cans and all other solid waste containers of any description shall be stored only inside Units, inside garages, or inside centralized enclosed garbage areas which may be erected per prior approval by the Association.

3. There shall be a new paragraph denoted **ARTICLE VI, Section 5(i)**, which shall provide as follows:

(i) The Association shall be entitled to recover from any Unit owner who violates any provision of these Bylaws all reasonable attorney fees incurred as a result of the violation, which shall include attorney fees incurred in giving any notice of the violation.

IN WITNESS WHEREOF, the undersigned, being the interim Chairman and Secretary of **THE PONDEROSA TOWNHOMES** Association have executed this instrument as evidence of the adoption of the aforesaid first amendment to the bylaws of the Association, this 6th day of September, 1994.

ATTEST:

President

Secretary

STATE OF MONTANA)
 : ss.
County of Yellowstone)

This instrument was acknowledged before me on the 6th day of September, 1994, by JAMES W. BOYER and JOANN BOYER, as president and secretary of Design Builders, Inc., a Montana corporation.



[Handwritten Signature]

Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 10/15/94.

CERTIFICATE

WE, THE UNDERSIGNED, being the Interim Chairman and Interim Secretary of The Ponderosa Town Homes Association, hereby certify that the foregoing is a true and correct copy of the First Amendments to the Bylaws of said Association.

IN WITNESS WHEREOF, we have set our hands this 6th day of September, 1994.

[Handwritten Signature]

Interim Secretary

[Handwritten Signature]

Interim Chairman

1757160

Design Builders, Inc.

to

Declaration

re: amend before

Ponderosa Townhomes

I hereby certify that the within instrument was filed
in my office for record on this _____ day of

_____ 19__ at 10:07 o'clock

- F.M. Under the above document number.

Witness my hand and official seal

MERRILL H. KLUNDT

Recorder

Josely Corcoran

Swainson & Heald

1250 1st St. by suite 1250

Blp 12T 57182

12

**SECOND AMENDMENT TO BY-LAWS
OF THE PONDEROSA TOWNHOMES**

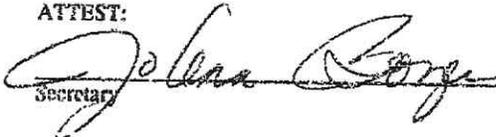
The undersigned, DESIGN BUILDERS, INC., which continues to act as administrator of THE PONDEROSA TOWNHOMES pursuant to § 10 of the DECLARATION OF CONDOMINIUM OWNERSHIP filed of record December 28, 1993, in the office of the Clerk & Recorder of Yellowstone County, Montana, under document No. 1719913, hereby adopts the following amendments to the By-Laws appended to the above-described Declaration:

There shall be a new paragraph denoted **ARTICLE VI, Section 5(i)**, which shall provide as follows:

- (i) The Association may set, assess and collect a fine not to exceed \$25.00 per day against any Unit Owner who shall be in violation of any part of this Section 5. It would be impracticable or extremely difficult to fix the actual damage caused to the Association or aggrieved Unit Owner by such a violation.

IN WITNESS WHEREOF, the undersigned, being the Interim Chairman and Secretary of THE PONDEROSA TOWNHOMES ASSOCIATION, *ex officio* our offices as President and Secretary of DESIGN BUILDERS, INC., have executed this instrument as evidence of the adoption of the aforesaid first amendment to the bylaws of the Association, this 6th day of June, 1995.

ATTEST:

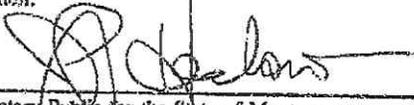

Secretary


President

STATE OF MONTANA)
) ss.
County of Yellowstone)

This instrument was acknowledged before me on the 6th day of June, 1995, by JAMES W. BOYER and JOANN BOYER, as President and Secretary of Design Builders, Inc., a Montana corporation.



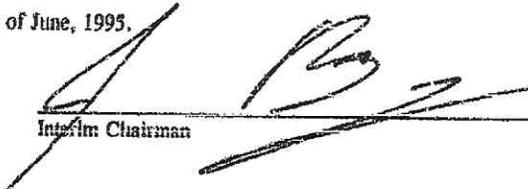

Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: 10/15/97.

CERTIFICATE

WE, THE UNDERSIGNED, being the Interim Chairman and Secretary of The Ponderosa Town Homes Association, hereby certify that the foregoing is a true and correct copy of the Second Amendment to the Bylaws of said Association.

IN WITNESS WHEREOF, we have set our hands this 6th day of June, 1995.


Interim Secretary


Interim Chairman

1786660

The Board of Townhomes
Assoc.

to
Declaration
2nd amend. by-laws

STATE OF MONTANA, }
County of Yellowstone, } ss.

I hereby certify that the within instrument was filed
in my office for record on this day of
JUN 9 1995 at 8:45 o'clock
A.M. Under the above document number.

Witness my hand and official seal

TONY NAVE

County Clerk & Recorder

By *Deputy* Deputy

Deputy Heaton

1250-15th St. West, Rm. 202

Billings MT 59102

122

**THIRD AMENDMENT TO
BY-LAWS OF
THE PONDEROSA TOWNHOMES**

The undersigned, DESIGN BUILDERS, INC., which continues to act as administrator of THE PONDEROSA TOWNHOMES pursuant to § 10 of the DECLARATION OF CONDOMINIUM OWNERSHIP filed of record December 28, 1993, in the office of the Clerk & Recorder of Yellowstone County, Montana, under document No. 1719913, hereby adopts the following amendments to the By-Laws appended to the above-described Declaration:

There shall be a new paragraph denoted **ARTICLE VI, Section 5(k)**, which shall provide as follows:

- (k) Any non-operational vehicle parked in the open parking area will be towed at the owner's expense.

IN WITNESS WHEREOF, the undersigned, being the Interim Chairman and Secretary of THE PONDEROSA TOWNHOMES ASSOCIATION, *ex officio* our offices as President and Secretary of DESIGN BUILDERS, INC., have executed this instrument as evidence of the adoption of the aforesaid first amendment to the bylaws of the Association, this ____ day of February, 1996.

ATTEST:

Secretary

President

STATE OF MONTANA)

: ss.

County of Yellowstone)

This instrument was acknowledged before me on the 13 day of February, 1996, by JAMES W. BOYER and JEANN BOYER, as President and Secretary of Design Builders, Inc., a Montana corporation.



Notary Public for the State of Montana

Residing at Billings, Montana

My Commission expires: June 23, 1996

CERTIFICATE

WE, THE UNDERSIGNED, being the Interim Chairman and Secretary of The Ponderosa Town Homes Association, hereby certify that the foregoing is a true and correct copy of the Third Amendment to the Bylaws of said Association.

IN WITNESS WHEREOF, we have set our hands this 13 day of February, 1996.

Interim Secretary

Interim Chairman

1516661

Pondosa Tooshames
Assoc

to

Amendment
to Declaration of
Condo Ownership

STATE OF MONTANA, }
County of Yellowstone, } ss.

I hereby certify that the within instrument was filed
in my office for record on this day of
FEB 14 1996 at 9:04 o'clock
A.M. Under the above document number.

Witness my hand and official seal
TONY RAVE

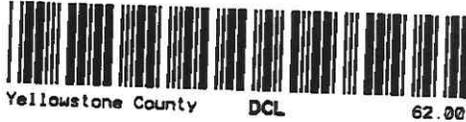
County Clerk & Recorder

By Tech. [Signature] Deputy

#6 a previous Heald



Rose Ellen Paris
626 So. 38th St. W. #4
Billings, Mt. 59102



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Page: 1 of 8
10/29/2010 02:54P

FIFTH AMENDMENT TO THE BYLAWS OF THE PONDEROSA TOWNHOMES

The undersigned, President and Secretary, of the ASSOCIATION of THE PONDEROSA TOWNHOMES, who act as administrators of said Association pursuant to the BYLAWS of the PONDEROSA TOWNHOMES ASSOCIATION, hereby adopts the following amendment to the above described Declaration:

Section 9. is amended to read as follows:

9. SERVICE OF PROCESS. The person designated to receive service of process in cases provided in #70-23-901, MCA, is the sitting President of the Ponderosa Townhomes Association, Box 66, 626 South 38th Street West, Billings, Montana, 59102. This section was voted and approved by 75% of the Owners at the annual Ponderosa Townhomes Association meeting on October 2, 2010, and filed with the Yellowstone County Clerk and Recorder in the manner provided by #70-23-902, MCA.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Association of THE PONDEROSA TOWNHOMES ASSOCIATION have executed this instrument as evidence of the adoption of the aforesaid ^{5th} amendment to the Declaration of the Association, this 22 day of October, 2010.

THE PONDEROSA TOWNHOMES ASSOCIATION

President

ATTEST:

Secretary



ARTICLE X

INSURANCE.

Section 1.

(a) Except as otherwise provided in subsection (k) below, the Board of Directors shall cause the buildings and common element improvements to be insured against loss or damage by fire and other casualty in the amount representing the full insurable value thereof, less a deductible in an amount to be determined by the Board. Such insurance shall be "all-in" coverage and shall include the exterior of each building, interior walls, floors and ceilings, fixtures, wall coverings and floor coverings, built-in cabinets, built-in appliances, furnace, air conditioners, and built-in lamps. The Association is the named insured.

(b) The Board of Directors shall purchase comprehensive general liability and property damage insurance, insuring the Association and the unit owners for liability for personal injuries to, or the death of, any uninsured person, or damage to property resulting from the negligence of the Association, with policy limits to be determined by the Board, but no less than \$1000,000.00 per occurrence and \$2,000,000.00 per aggregate.

(c) The Board of Directors shall purchase fidelity insurance coverage for all persons handling Association monies, naming the Association as insured, in an amount equal to the maximum funds held by the Association. If the Board employs a management agent, the agent must have its own fidelity insurance policy, providing the same coverage required above.

(d) The Board shall purchase officer's and Director's liability insurance, covering each current member of the Board and each officer of the Association, liability insurance will also be purchased covering all former Officer/Members of the Board of the Association; the amount of these coverages shall be determined by the Board.

(e) All insurance policies shall be issued by an "A" rated or better company meeting the rating requirements established by FNMA; Directors shall seek to obtain the best insurance value, considering the coverage, the price, the financial stability of the insurer, and the history of the insurer in promptly and properly handling claims.

(f) In the event of a loss, all Association insurance proceeds shall be paid to the Board of Directors as Trustee for disbursement.



(g) All insurance policies purchased by the Board shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall contain a standard mortgagee clause in favor of each mortgagee or trust indenture beneficiary, or contract of sale endorsements in favor of the contract sellers of any units and shall require the insurer to notify the Association, each unit owner, and each first mortgage holder, in writing, of any cancellation or substantial change to the policy at least ten (10) days prior to the date on which such cancellation or change takes effect. Duplicate originals of all new insurance policies and of all policy renewals, together with proof of payment of premiums, shall be delivered to all mortgagees and contract sellers of units at least ten (10) days prior to expiration of the then current policies.

(h) The Board of Directors shall annually review the adequacy of limits of coverage of insurance policies, shall obtain an appraisal from an insurance company or other knowledgeable person or business, of the full replacement value of the covered improvements, without deduction of depreciation, for the purpose of determining the amount of property insurance required under this section, and report its findings and opinion regarding insurance to the membership of the Association at its annual meeting.

(i) Unit owners shall not be prohibited from carrying other insurance of their own benefit provided that all policies shall contain waivers of subrogation and provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner. Insurance purchased by the Association shall not cover personal property. Owners must insure their personal property and obtain liability insurance to cover injury or damage occurring on or within their unit if they wish such insurance coverage. If any major improvements are made to the interior of a unit after initial purchase of a unit, those improvements (betterments) must be insured for fire or other casualty on the owners personal insurance policy, if the owner wishes to have insurance. Insurance on such betterments will not be purchased by the Association. Replacement of worn fixtures or equipment with similar new ones shall not be deemed a betterment.

(j) Insurance payments for a casualty loss insured by the Association shall be applied by the Board of Directors to repair or replace the damaged property. Except in the event of a total loss of all units and a decision to remove the property from the provisions of the Montana Unit Ownership Act, insurance proceeds shall be paid to each unit owner and the holder of any mortgage or trust indenture on the unit, in



proportion to that unit's undivided interest in common elements, after deduction of all costs of clean-up. In the event of loss to one or more but not all units, any amount needed to repair or replace the unit, in excess of insurance payments, the Board shall levy a special assessment to make up such deficiency (Declaration of Condominium Ownership for the Ponderosa Townhomes Paragraph 13, section (f), subsection (3).) If insurance proceeds exceed the replacement costs of the units, excess proceeds shall be credited to the accounts of all unit owners. Units which are repaired or replaced after casualty shall conform, in exterior style, quality and appearance, to the unit as it existed prior to the casualty.

(k) The Association shall pay, as a common expense, the deductible amount for any property loss insured by the Association if the damage is only to the common elements. In all other cases, owners of the damaged units shall pay the deductible.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Association of THE PONDEROSA TOWNHOMES ASSOCIATION have executed this instrument as evidence of the adoption of the aforesaid first amendment to the Declaration of the Association, this 22 day of October, 2010.

THE PONDEROSA TOWNHOMES ASSOCIATION

Rose Ellen Paris

President

ATTEST:

Rosalie A. Hickel

Secretary

STATE OF MONTANA)

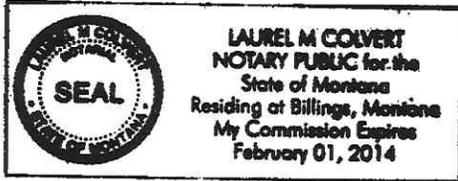
ss.

County of Yellowstone)

This instrument was acknowledged before me on the 22nd day of October, 2010 by ROSE ELLEN PARIS and ROSALIE A. HICKEL, as President and Secretary of the



Association of the Ponderosa Townhomes.



Laurel M. Colvert

Notary Public for the State of Montana

Residing at Billings, Montana

My Commission Expires: _____

CERTIFICATE

WE, THE UNDERSIGNED, being the President and Secretary of the Ponderosa Townhomes Association, hereby certify that the foregoing is a true and correct copy of the Fifth Amendment to the Bylaws of said Association.

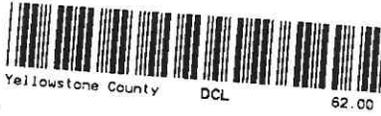
IN WITNESS WHEREOF, we have set our hands this 22 day of October, 2010.

Rosalie A. Heikel

Secretary

Rose Ellen Paris

President



**DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE PONDEROSA TOWNHOMES**

The undersigned, DESIGN BUILDERS, INC., the record title holder of the land and buildings hereinafter called "Grantor", in order to subdivide said property into separate units, pursuant to Chapter 23 of Title 70 of the Montana Code Annotated, hereby establishes and declares on behalf of itself, its successors and assigns, to its Grantees and their respective heirs, successors and assigns, that the property hereinafter described from and after the date of the recording of this Declaration in the Office of the Clerk and Recorder of Yellowstone County, Montana, shall be and continue subject to each and all of the terms hereof until this Declaration is terminated or abandoned as hereinafter provided.

1. **DEFINITIONS.** Unless the context expressly provides otherwise, the following definitions shall pertain to this Declaration and in the interpretation thereof:

- (a) **Association** means all of the Unit Owners acting as a group, and in accordance with duly adopted bylaws and this Declaration.
- (b) **Board or Board of Directors** means the Board of Directors of the Association as more particularly defined in the bylaws.
- (c) **Common Expenses** means expenses of administration, maintenance, repair or replacement of Common Elements, expenses agreed upon by the Association of all Unit Owners, and expenses declared common by §§ 70-23-610 and 70-23-612, MCA.
- (d) **Common Elements** means the land specifically described in paragraph 2, except those portions thereof included in the Units; installations of central services such as power, light, gas, hot and cold water and waste disposal; parking spaces and in general apparatus and installations existing for common use and all other elements of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.
- (e) **Developer** is DESIGN BUILDERS, INC.
- (f) **Property** means all the land, buildings, improvements and structure thereon, and all easements, rights and appurtenances belonging thereto which are hereby submitted to the Montana Unit Ownership Act.
- (g) **Unit** means a separate town home as described in paragraph 4 of this Declaration.
- (h) **Owner** means the person, partnership or corporation (including the Grantor) owning a Unit in fee simple absolute or in any real estate tenancy recognized under the laws of Montana, including a contract purchaser if a notice of Purchaser's Interest is recorded with the Yellowstone County Clerk and Recorder.

2. **SUBMISSION TO UNIT OWNERSHIP.** The purpose of this Declaration is to submit the real property herein described and the improvements constructed thereon to the town home form of ownership and use provided by Chapter 23, Title 70, Montana Code Annotated, hereinafter referred to as the "Montana Unit Ownership Act". The definition of terms in this Declaration and the By-Laws of the Association shall be those definitions used in the Montana Unit Ownership Act, except as otherwise provided above. The said property included within the project, which shall be named THE PONDEROSA TOWNHOMES, is located in Yellowstone County, Montana, is owned in fee simple by DESIGN BUILDERS, INC., and is more particularly described as follows:

Lots 1 through 13, Block 17, Olympic Park Subdivision, located in the City of Billings, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. _____.

The provisions of this Declaration and the By-Laws of The Ponderosa Townhomes shall be covenants running with the land and shall be binding on all owners, their tenants and guests, for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

3. **DESCRIPTION OF PROPERTY.** THE PONDEROSA TOWNHOMES may include up to 14 buildings, consisting up to 61 total Units. Each building shall be of wood frame construction with masonry siding, concrete foundation, and fiberglass shingle roof. Interior walls are of sheetrock. There will be several primary floor plans used. These floor plans are shown on attached Exhibit "A", and by this reference are included herein. All Units may be up to two stories and may include basements. Units may also include either attached or detached single or double garages. The dimensions of each Unit and the approximate square footage of each Unit are indicated on Exhibit "A".

4. **DESCRIPTION OF UNIT.** Each Unit and the appurtenant undivided interest in the Common Elements shall together comprise one Unit, shall be inseparable, and may be conveyed, leased, devised or encumbered only as a Unit. Each Unit is equipped with and includes all fixtures which are located within or attached to the fixtures which are located within or attached to the interior walls of the Unit.