

AMENDMENT TO DECLARATION OF
UNIT OWNERSHIP FOR
THE TRAILSIDE CONDOMINIUMS

The undersigned, HENRY GLASSER, the Grantor under the Declaration of Unit Ownership For The Trailside Condominiums, dated the 1st day of November, 1984, recorded on the 5th day of Nov, 1984, in Book 1268, Pages 3632 thru 3674 as Document Number 1329207, hereby amends Paragraph 5 of said Declaration Of Unit Ownership For The Trailside Condominiums to read as follows:

" 5. (a) With the exception of Unit Number One (1), each unit owner of an individual unit shall have an undivided interest in the common elements.

At such time as Grantors determine to initiate construction of the Phase 2 building, Grantors shall cause to be recorded in the office of the Clerk and Recorder of Yellowstone County, Montana, a statement of intention to construct such a designated building. Upon the completion of the Phase 2 building, Grantors shall cause to be recorded a statement of completion in the office of the Clerk and Recorder of Yellowstone County, Montana, with such statement of completion to include a copy of the architect's plans reflecting the finished construction of the Phase 2 building, the architect's certificate. The statement of intention to construct such a designated Phase 2 building and the statement of completion of such a Phase 2 building shall include a description of the real property that is made subject to the Declaration of Unit Ownership For The Trailside Condominiums, as set forth in paragraph 2 herein.

At such times as Grantors determine to initiate construction of the Phase 3, Phase 4, Phase 5, Phase 6, Phase 7 and the Phase 8 buildings, Grantors shall initiate, implement and follow the same procedures as are described relative to the Phase 2 building immediately above.

(b) The respective percentages of interest in the common elements of the unit owners are as follows:

- (1) The unit owner of the Phase 1 unit, such unit being described as Unit Number 1, 3304 Kimrock Road, Billings, Montana: ZERO AND NO/100THS PERCENT (0.00%);
- (2) The unit owner of the Phase 2 unit, such unit being described as Unit Number 2, 2825 Racquet, Billings, Montana: FOURTEEN AND TWO HUNDRED EIGHTY-SIX THOUSANDTHS PERCENT (14.286%);
- (3) The unit owner of the Phase 3 unit, such unit being described as Unit Number 3, 2825 Racquet, Billings, Montana: FOURTEEN AND TWO HUNDRED EIGHTY-SIX THOUSANDTHS PERCENT (14.286%);
- (4) The unit owner of the Phase 4 unit, such unit being described as Unit Number 4, 2825 Racquet, Billings, Montana: FOURTEEN AND TWO HUNDRED EIGHTY-SIX THOUSANDTHS PERCENT (14.286%);
- (5) The unit owner of the Phase 5 unit, such unit being described as Unit Number 5, 2825 Racquet, Billings, Montana: FOURTEEN AND TWO HUNDRED EIGHTY-SIX THOUSANDTHS PERCENT (14.286%);
- (6) The unit owner of the Phase 6 unit, such unit being described as Unit Number 6, 2825 Racquet, Billings, Montana: FOURTEEN AND TWO HUNDRED EIGHTY-SIX THOUSANDTHS PERCENT (14.286%);
- (7) The unit owner of the Phase 7 unit, such unit being described as Unit Number 7, 2825 Racquet, Billings, Montana: FOURTEEN AND TWO HUNDRED EIGHTY-SIX THOUSANDTHS PERCENT (14.286%);
- (8) The unit owner of the Phase 8 unit, such unit being described as Unit Number 8, 2825 Racquet, Billings, Montana: FOURTEEN AND TWO HUNDRED EIGHTY-SIX THOUSANDTHS PERCENT (14.286%);

Such percentages shall represent the respective ownership interest of the unit owners in the common elements, the respective proportionate liability for common expenses, and the respective proportion of voting interests in all matters within the province of interest of the respective owners.

(c) To facilitate the construction of the Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, Phase 7 and Phase 8 buildings, Grantors hereby:

- (1) reserve an easement over and upon the common elements and land appurtenant to completed condominium buildings for the purpose of constructing the Phase 2, 3, 4, 5, 6, 7 and 8 buildings if access thereto is not otherwise reasonably available.

- (2) reserve solely to Grantors the right to grant utility easements reasonable necessary to the ongoing development of the Phase 2, 3, 4, 5, 6, 7 and 8 buildings without approval of any unit owner.
- (3) reserve the right to amend this Declaration, without approval of any unit owner, to create additional limited common elements in the Phase 1 building, to add additional land to any condominium phase building, to provide that the Phase 2, 3, 4, 5, 6, 7 and 8 buildings have been terminated and will not be constructed, to change the location on the real property of the buildings in Phase 2, 3, 4, 5, 6, 7 and 8 buildings, and to record additional plats and plans to supplement those recorded herewith.
- (4) reserve the sole and exclusive right, upon making a decision to terminate the Phase 2, 3, 4, 5, 6, 7 or 8 buildings, to subdivide the previously described real property so that the existing phase conforms to local zoning requirements and restrictions. Unit owners, their successors and assigns, or anyone claiming by or through them, by accepting and recording a deed, or notice of purchaser's interest in the event of a contract sale, to any unit included herein are hereby deemed to consent to the subdivision of the real property and to give Grantors the right to execute any and all documents required to subdivide the property in conformance with this Declaration. Any land subdivided from the previously described property shall be free and clear of this Declaration.

(d) Grantors hereby agree and covenant that until any remaining phase of the condominium development is completed, Grantors shall be solely responsible for the payment of taxes, assessments and other expenses relative to the common elements of each respective phase. However, any and all rights of the unit owners of the Phase 2 building in the common elements of the Phase 3, 4, 5, 6, 7 and 8 buildings shall vest immediately upon the recording of Grantors' intent to construct such a subsequent phase or phases. No construction shall be commenced on the Phase 2, 3, 4, 5, 6, 7 or 8 buildings until Grantors' statement of intention to construct such a designated building or buildings has been recorded. Any liens arising as a result of Grantors' ownership of and construction of the Phase 2, 3, 4, 5, 6, 7 or 8 buildings shall not attach to the interests of existing unit owners or those of first mortgagors or beneficiaries of trust indentures of existing units.

(e) Any modifications or amendments to this Declaration of Unit Ownership For The Trailside Condominiums and the Bylaws of Trailside Condominium Homeowners' Association and the Rules and Regulations that would conceivably inhibit the marketing and sale of condominium units by Grantors shall not be permitted without the prior written consent of Grantors.

(f) Unit 1 includes the Unit 1 building, the land underneath and surrounding the building, all improvements thereon, including the water and utility lines serving the building, and the existing septic tanks and drainfields. The boundaries of the real property included in Unit 1 are the North property line, the street to the west, the fence line on the south and the property line to the east, and are shown in Exhibit "1" as Phase 1. Unit 1 is served by a separately metered water line.

Unit 1 does not have an undivided interest in the common elements, nor is the owner of Unit 1 a member of the Association. The owner of Unit 1 is not obligated to pay assessments to the Association.

The Unit 1 owner shall be responsible for all maintenance of his unit, including both the building and grounds, and shall obtain and pay for all insurance coverage for his unit. The owner shall pay for all utilities provided to his unit. Although Unit 1 is not presently served by city sewer, the Developer has installed a sewer stub on the boundary of the Unit 1 property. If, at some future time, the owner of Unit 1 wishes to connect his unit to city sewer, he must first obtain the written consent of 75% of the owners of Units 2 through 8 and arrange with the Association to pay his share of the common sewer bill."

IN WITNESS WHEREOF, the Grantor has executed this Declaration the

25 day of September, 1985.

Henry Glasser
HENRY GLASSER, Grantor

STATE OF MONTANA

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BOOK 1281 PAGE 4060

County of Yellowstone

: ss.

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On this 25th day of September, 1985, before me, the undersigned, a Notary Public for the State of Montana, personally appeared HENRY GLASSER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Barbara Bauer
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires DECEMBER 30, 1985

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AMENDMENT TO DECLARATION OF
UNIT OWNERSHIP FOR THE
TRAILSIDE CONDOMINIUMS

Henry J. White

TO: *Debra*
RE: Amendment to Declaration of
Unit Ownership for the Trailside
Condominiums

DATED: September 25, 1985

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10th
October 1985
10-31
A. 1281
4056

James
60.00

RETURN:
Glasser Construction
1943 Iris
Billings, MT 59102

srh