

DECLARATION OF CONDOMINIUM

FOR THE MONTERRA AT WHITEFISH CONDOMINIUM

The Declarant, Whitefish Partners I, LLC, does hereby declare and submit for approval to the agent in the Montana Department of Revenue, for filing, the following Declaration, under the Unit Ownership Act of the State of Montana, Section 70-23-301, et seq., M.C.A.

Article I.

Definitions and Construction of Declaration

1. Definitions. Unless the contents expressly provide otherwise, the following definitions shall pertain throughout this Declaration:
 - a. Annexation Date. "Annexation Date" means, with respect to each Condominium which is annexed hereunder pursuant to the provisions of Article V of the Declaration, the date on which the Declaration of Annexation for such Condominium is recorded in the Office of the Flathead County Clerk & Recorder.
 - b. Association. "Association" means the Whitefish Partners Association, which consists of the individual Unit Owners.
 - c. Association Members. "Association Members" means the individual Unit Owners.
 - d. Building. "Building" means the building or buildings and all additions, improvements, fixtures and related property forming a part of the Condominium Project as at any time may exist.
 - e. Board. "Board" means the Board of Directors of the Whitefish Partners Association as more particularly defined in the Bylaws of the Association.
 - f. Bylaws. "Bylaws" means the Bylaws promulgated by the Association under this Declaration and the Montana Unit Ownership Act
 - g. Common Elements. "Common Elements" means the general common elements and the limited common elements.
 - i. General Common Elements. "General Common Elements" means the general common elements of the Condominium Project as said term is defined in Article VI hereunder.
 - ii. Limited Common Elements. "Limited Common Elements" means those common elements designated in Article VII of this Declaration or by agreement of all Unit Owners as reserved for the use of a certain Unit or number of Units to the exclusion of the other Units.
 - h. Common Expenses. "Common Expenses" means the expenses of administration, maintenance, repair or replacement of General and Limited Common Elements, expenses

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agreed upon by the Association and expenses declared common by the Unit Ownership Act.

- i. Condominium. "Condominium" means the ownership of single Units with Common Elements located on the property described herein and submitted to the provisions of the Unit Ownership Act, and shall also mean the initial Project Condominiums and each Condominium which is annexed under the Declaration pursuant to the provisions of Article V of the Declaration.
- j. Condominium Plan. "Condominium Plan" means that certain instrument recorded in the Official Records of Flathead County, Montana, and any other condominium plan for any other lot within the Annexable Property recorded in the Official Records of Flathead County, Montana, as such Condominium Plans may be modified, revised or amended from time to time.
- k. Deannexation Date. "Deannexation Date" means the date of any deannexation pursuant to Article V hereof.
- l. Declaration of Annexation. "Declaration of Annexation" means an instrument recorded in the Office of the Flathead County Clerk & Recorder in the manner and containing the information required pursuant to Article V.
- m. Declaration of Condominium. "Declaration" or "Declaration of Condominium" means this final Declaration and all parts attached hereto or incorporated by reference as recorded in the records of the Office of the Flathead County Clerk & Recorder and as hereafter amended from time to time.
- n. Declaration of Deannexation. "Declaration of Deannexation" means an instrument recorded in the Office of the Flathead County Clerk & Recorder in the manner and containing the information required pursuant to Article V.
- o. Majority of the Unit Owners. "Majority" or "Majority of the Unit Owners" means more than 50% in the aggregate of the Unit Owners.
- p. Montana Unit Ownership Act. "The Montana Unit Ownership Act" or "Unit Ownership Act" means Title 70, Chapter 23, et seq., of the Montana Code Annotated, as amended.
- q. Property/Project. "Property" means all of the real property, buildings, improvements and structures constructed or to be constructed and all easements, rights and appurtenances belonging thereto described in Exhibit "A" of this Declaration. "Project" means the completed Condominiums described on the Site/Plat Map.
- r. Unit or Condominium Unit. "Unit" or "Condominium Unit" means a part of the Property, including:
 - i. any part of any Building intended for independent ownership and use, as designated in the exhibits of this Declaration,
 - ii. an undivided interest in the General Common Elements , and

- iii. an undivided interest in the Limited Common Elements reserved for certain Units.
 - s. Unit Designation. "Unit Designation" is the combination of numbers and words which identify each designated Unit.
 - t. Unit Owner. "Unit Owner" means the person owning a Unit in fee simple absolute, individually or as co-owner in any real estate tenancy relationship recognized under the laws of the State of Montana.
2. Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and gender-neutral pronouns shall be used interchangeably.
 3. Statutory Definitions. Some of the terms defined above are also defined in the Unit Ownership Act. The definitions in the Declaration are not intended to limit or contradict the definitions in the Unit Ownership Act. If there is any inconsistency or conflict, the definition in the Unit Ownership Act will prevail.
 4. Construction and Validity of Declaration. The Declaration and the Unit Ownership Act provide the framework by which the Condominium is created and operated. In the event of a conflict between the provisions of the Declaration and the Unit Ownership Act, the Unit Ownership Act shall prevail. In the event of a conflict between the provisions of this Declaration and the Bylaws, the Declaration shall prevail except to the extent the Declaration is inconsistent with the Unit Ownership Act. The creation of the Condominium shall not be impaired and title to a Unit and its interest in the Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of this Declaration or the Survey Map and Plans or any amendment thereto to comply with the Unit Ownership Act.

Article II.

Name of Condominium

1. Name. The name of the Condominium created by this Declaration and the Survey Map and Plans is The Monterra at Whitefish Condominium.

Article III.

Real Estate Submitted to Condominium Ownership

1. Submission of Real Property. The purpose of this Declaration is to submit the real property herein described and the improvements constructed thereon to the Condominium form of ownership and use in the manner provided by the Unit Ownership Act. The real property included within the Project, and which is owned by Declarant on the date hereof, is located in Flathead County, Montana, and is more particularly described and set forth in Exhibit "A" attached hereto and by this reference incorporated in this Declaration. The provisions of this Declaration and the Bylaws shall be construed to be covenants, running with the land, including every Unit, and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for so long as the Declaration and Bylaws are in effect.

2. Condominium Units. Each Unit, together with the appurtenant undivided interest in the General Common Elements and any designated Limited Common Elements of The Monterra at Whitefish Condominium, shall together comprise one Condominium Unit, shall be physically inseparable, and may be conveyed, leased, rented, devised or encumbered as a Condominium Unit with a fee simple interest and as a parcel of real property.

Article IV.

Description of Project

1. Project/Units. The Project includes the parcel of real property owned by Whitefish Partners I, LLC and which is described with particularity in Exhibit "A," attached hereto, and improvements situated thereon which consists of three buildings consisting of a maximum of 230 separate Units. Each Unit may be sold, leased and/or rented to third parties or utilized personally by the Unit Owners.
2. Unit Boundaries. The boundaries of the Units are the walls, floors and ceilings of the Units, including all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof; provided, that the Unit Boundaries shall not include those Common Elements specified in Article VI. All spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.
3. Condominium Buildings. Exhibit "B", attached hereto and incorporated herein by this reference sets forth the information in relation to the Buildings of the Monterra Condominium Complex:
 - a. Descriptions of the Buildings;
 - b. Number of stories of the Buildings;
 - c. Description of the basements in the Buildings;
 - d. Number of Units in each Building;
 - e. Principal material of which the Building was constructed.
4. Unit Data. Exhibit "B," attached hereto and incorporated herein by this reference, sets forth the following data for each Unit:
 - a. The designation for each Unit;
 - b. The location of each Unit;
 - c. The approximate square footage;
 - d. The number of bathrooms, whole or partial;
 - e. The number of rooms designated primarily as bedrooms;
 - f. The number of fireplaces;

- g. The level upon which each Unit is located;
- h. The parking garage assigned to each Unit; and
- i. The storage area assigned to each Unit.

Article V.

Annexation and Deannexation

1. Annexation By Declarant. All or any part of the Annexable Property may be annexed by Declarant pursuant to a Declaration of Annexation at any time and from time to time without the consent of the Members. Upon such annexation and at all times thereafter, the Declaration shall govern the ownership, use and transfer of such annexed Annexable Property, including the Common Elements, any Condominium Property and the Condominiums therein shown on the Condominium Plan for such Annexable Property. Assessments on the Project Condominiums annexed by such Declaration of Annexation shall commence on the date on which such Declaration of Annexation is recorded in the Office of the Flathead County Clerk & Recorder.
2. Annexation by Consent of Members. The owner of any property, who desires to add it to the scheme of the Declaration and to subject it to the jurisdiction of the Association, may cause the same to be done as hereinafter provided in this Article V upon approval in writing of the Association, pursuant to the affirmative vote or written consent of (a) prior to Transition Date, by Declarant, unilaterally, and (b) after Transition Date, by Members entitled to vote and who collectively own more than sixty-seven percent (67%) of the voting power vested in the Members.
3. Annexation Procedures. Any annexation authorized under this Article of the Declaration shall be made by recording, in the Office of the Flathead County Clerk & Recorder, a Declaration of Annexation with respect to the Annexable Property to be annexed (the "Annexation Property"). The Declaration of Annexation shall contain at least the following:
 - a. A legal description of the Annexation Property;
 - b. A description of each Project Condominium within the Annexation Property by reference to a condominium plan filed with the Office of the Flathead County Clerk & Recorder, including the names and addresses of the record Owner or Owners of said Property; the names and addresses of the beneficiaries and trustees of all mortgages and trust deeds which constitute liens against the Property as of the date of recordation of such Declaration of Annexation;
 - c. A statement submitting the Annexation Property to the Declaration, which shall be referred to by title, and date and instrument number of recording; and
 - d. Such other terms and conditions as Declarant deems advisable or necessary so that the Declaration, as modified by such terms and conditions, provides more accurately for any different nature of the Annexation Property; provided, however, that such terms and conditions shall not be inconsistent or in conflict with the terms and provisions hereof and shall not adversely or materially affect the interests of Owners hereunder; and further

provided that any reallocation of the Basic Assessment necessitated by such Annexation shall be made by the Board, taking into account the Annexation, including the different aspects of the Annexed Property.

4. Deannexation Procedures. Declarant may deannex from the Condominium Project and the Declaration any of the Project Condominiums owned by Declarant and located within Annexable Property which has been annexed under the Declaration without the consent of any Owner. Such removal shall be effected by recording a Declaration of Deannexation. Any such Declaration of Deannexation shall identify the Condominium or Condominiums being deannexed from the Condominium Project and the Declaration. Upon recordation of the Declaration of Deannexation, the identified Condominium or Condominiums shall be deannexed from the Condominium Project and shall be thereupon be free from the obligations, requirements, declaration, limitation, covenants, conditions, and restrictions set forth herein.
5. Increase and Reduction of Budget. In the event of annexation of all or a portion of the Annexable Property, the Board shall, not later than sixty (60) days following the Annexation Date, cause to be prepared a supplemental Budget showing an increase in the Basic Expenses for the applicable Fiscal Year attributable to the addition of Common Elements to the Condominium Project caused by such annexation, prorated for the remainder of the Fiscal Year from such Annexation Date, and shall levy a Basic Assessment as of the date in which the first Original Deed for the Annexed Project Condominium is recorded in the Flathead County Clerk & Recorder's Office. In the event of deannexation, the Board shall, not later than sixty (60) days following the Deannexation Date, cause to be prepared a supplemental Budget showing a decrease in the Basic Expenses for the applicable Fiscal Year attributable to the deannexation of Common Elements from the Condominium Project caused by such deannexation, all prorated for the remainder of the Fiscal Year from such Deannexation Date.
6. Declaration of Annexation Not Amendment. No provisions of any Declaration of Annexation or Declaration of Deannexation recorded pursuant to this Article V shall be deemed to be an Amendment of the Declaration.

Article VI. *Common Elements*

1. General Common Elements. "General Common Elements" means:
 - a. All portions of the Condominium other than the Units, including all portions of the walls, floors, ceilings, and the grounds and walkways surrounding the Condominium Building(s);
 - b. The Common Elements also include any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which:
 - i. lies partially within and partially outside the designated boundaries of a Unit, and
 - ii. which serves more than one Unit or any portion of a Common Element;
 - c. The foundations, columns, girders, beams, supports, main walls, roofs, and similar exterior construction of the building;

- d. Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal, and incinerating;
 - e. The tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use;
 - f. The workout facilities and event center;
 - g. Main floor common area as depicted on the floor plan attached hereto as Exhibit "C" and all appurtenances thereto;
 - h. All entries and covered entries to the main floor common area; and
 - i. All other elements of the Building necessary or convenient to its existence, maintenance, and safety or normally in common use.
2. Use. Each Owner shall have the right to use the Common Elements in common with all other Owners and a right of access from the Owner's Unit across the Common Elements to the public streets and surrounding Common Elements. The right to use the Common Elements extends not only to each Owner, but also to their agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements, including the Limited Common Elements, shall be governed by the provisions of the Unit Ownership Act, this Declaration, the Bylaws, and the Rules and Regulations of the Association.
3. Conveyance or Encumbrance of Common Elements. Portions of the Common Elements not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association of the Owners having at least eighty percent (80%) of the votes in the Association; but all of the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.
4. Allocated Interests in General Common Elements. Each Unit Owner shall own an undivided interest in the General Common Elements of the project. Exhibit "C" shall set forth the purposes and uses of the Common Expense Liability.

Article VII.
Limited Common Elements

1. Limited Common Elements. "Limited Common Elements" means those common elements designated in this Declaration as reserved for the use of certain Units to the exclusion of other Units as follows:
- a. The parking garage assigned, if any, to the Unit;
 - b. The storage area assigned, if any, to the Unit;

- c. All stairways, porches and entrances to the upper floor Units shall constitute Limited Common Elements of the upper floor Units to the exclusion of the main floor Units;
 - d. All sitting porches, decks and balconies associated with the upper floor Units shall be Limited Common Elements for the upper floor Units to the exclusion of the lower floor Units;
 - e. All exterior entrances for each of the main floor Units shall be Limited Common Elements for the main floor Units to the exclusion of the upper floor Units;
 - f. All main floor porches and terraces shall be Limited Common Elements for the main floor Units to the exclusion of the upper floor Units; and,
 - g. Each Unit Owner shall be entitled to a full and exclusive right to use any Limited Common Elements designated by the Association as appertaining exclusively to that Unit. In addition, each Unit Owner shall be entitled to an undivided right to access and use any Limited Common Elements designated by the Association as appertaining to a number of specific Units. Generally, Limited Common Elements shall include only those areas designed to serve a single Unit or specifically identified number of Units, and located outside the immediate boundaries thereof. Any Unit shall be subject to the right of the Association to provide for maintenance of such Limited Common Elements, including but not limited to those specifically designated above.
2. Reallocation. A Limited Common Element may be reallocated between Units only with the approval of the Board and by an Amendment to the Declaration executed by the Owners of the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this Section within thirty (30) days, or within such other period provided by the Declaration, unless the proposed reallocation does not comply with the Unit Ownership Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The Amendment shall be recorded in the names of the parties and of the Condominium. A Common Element may be reallocated as a Limited Common Element or a Limited Common Element may be incorporated into an existing Unit with the approval of eighty percent (80%) of the Owners, which includes the Owner of the Unit to which the Limited Common Element will be allocated or incorporated. Such reallocation or incorporation shall be reflected in an Amendment to the Declaration and the Survey Map and Plans. Any such expense or cost associated with completing the reallocation shall be borne by the Owner of the Unit to which the Limited Common Element will be allocated or incorporated.
3. Use. Each Owner shall have the exclusive right to use the Limited Common Elements allocated to the Owner's Unit. The right to use the Limited Common Element extends to the Owner's agents, servants, tenants, family members, invitees and licensees.

Article VIII.

Permitted Uses and Maintenance of Units

1. Residential Use; Timesharing Prohibited. Each Unit is intended for and restricted to residential use only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use, including use as a home office not involving use by nonresident employees or regular visits by customers or clients. Selling the Units as timeshares,

as such is defined in Section 37-52, et al., M.C.A., is prohibited. Additional limitations to those set forth in the Declaration may be specified in the Bylaws, and in the Rules and Regulations of the Condominium.

2. Use of Parking Spaces and Garages. The garages assigned as Limited Common Elements to the Units, and the surface parking spots, are to be used for the parking of operable passenger motor vehicles and may be used for parking trucks, trailers, or recreational vehicles, or for other purposes only to the extent expressly allowed by Rules and Regulations adopted by the Board. The Board may direct that any vehicle or other thing improperly parked or kept in a parking space be removed, and if it is not subsequently removed, the Board may cause it to be removed at the risk and cost of the Owner thereof.
3. Leases and Rental Agreements. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration and the Bylaws and Rules and Regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. The Board may adopt a rule that requires any Owner desiring to rent a Unit to have any prospective tenant (other than a relative of the Owner) screened, at the Owner's cost, by a tenant screening service designated or approved by the Board and to furnish the report of the tenant screening service to the Board or its designee prior to Owner's entering into a lease with the prospective tenant. All leases and rental agreements shall be in writing. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences. If any lessee or occupant of a Unit violates or permits the violation by his guests and invitees of any provisions hereof or of the Bylaws or of the Rules and Regulations of the Association, and the Board determines that such violations have been repeated and that a prior Notice to cease has been given, then the Board may give Notice to the lessee or occupant of the Unit. In said Notice, the Board shall inform the Owner to cease such violations; and if any such violations are thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice from the Board and an Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article XVI. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise rent his Unit.
4. Maintenance of Units, Common Elements, and Limited Common Elements. Except as provided below, the Association is responsible for maintenance, repair, and replacement of the Common Elements and the Limited Common Elements, and each Owner is responsible for maintenance, repair and replacement in each Owner's Unit.
5. Repair and Maintenance by Owners. Each Owner shall maintain, repair, replace, finish and restore or cause to be so maintained, repaired, replaced and restored, at Owner's sole expense, all portions of Owner's Unit, including, without limitation, shower pans within any Unit bathroom, as well as the windows, doors, light fixtures actuated from switches controlled from, or separately metered to, such Owner's Unit, heating, ventilation and air conditioning equipment located within and/or serving solely such Owner's Unit (including any such equipment located on the roof of the

Building on the Property), utility equipment serving solely such Owner's Unit, and the interior surfaces of the walls, ceilings, floors, permanent fixtures and firebox in the fireplace, in a clean, sanitary and attractive condition, in accordance with the Condominium Rules and Regulations, the Maintenance Standards, and the original Construction Design of the Improvements in the Project. It shall further be the duty of each Owner, at Owner's sole expense, to keep Owner's Unit free from excessive moisture, as moisture can lead to the presence or accumulation of mold and mildew in the Unit. Such preventative measures with respect to mold and mildew shall include, without limitation, promptly treating and/or removing any mold or mildew which may appear, grow, accumulate or spread in such Owner's Unit. No bearing walls, ceilings, floors or other structural or utility bearing portions of the Buildings housing the Units shall be pierced or otherwise altered or repaired, without the prior written approval of the plans for the alteration or repair by the Board or an Architectural Committee appointed by the Board. Each Owner shall be responsible for the periodic structural repair, resurfacing, sealing, caulking, replacement or painting of any deck, patio, or balcony comprising Owner's assigned Limited Common Element. However, no Owner shall be responsible for any other periodic structural repair, resurfacing, sealing, caulking, replacement or painting of Owner's Limited Common Element, so long as the need for such painting, repair or replacement is not caused by the willful or negligent acts of the Owner or his family, tenants or guests. Notwithstanding any other provision herein, each Owner shall also be responsible for all maintenance and repair of any internal or external telephone wiring, wherever located, which is designed to serve only that Owner's Unit, and shall be entitled to reasonable access over the Common Elements for such purposes, subject to reasonable limitations imposed by the Association. It shall further be the duty of each Owner to pay when due all charges for any utility service which is separately metered to that Owner's Unit. An Owner of a Unit shall not change the flooring in any portion of the Unit which is directly above another Unit from carpeting to a hard surface without the approval of the Board.

6. Inspection Responsibilities of Association. The Association may, as a Common Expense, provide for the inspection of any portion of a Unit or Limited Common Element, the failure of which to maintain properly may cause damage to the Common Elements, Limited Common Elements or another Unit, or cause unnecessary Common Expenses, including, but not limited to, fireplace and flue, bathtubs, sinks, toilets, hot water tanks, and plumbing and electrical fixtures. If the inspection discloses the need for repair or replacement, the Association may either require the responsible Owner to make the repair or replacement, or make the repair or replacement itself and allocate the cost thereof, plus interest, to the Owner.
7. Exterior Appearance (Decorations, Modifications, and Attachments). In order to preserve a uniform exterior appearance of the Buildings, the Board shall provide for the maintenance of the exterior of the Buildings. No Owner may modify the exterior of a Building or screen, doors, awnings, or other portions of any Unit visible from outside the Unit without the prior written consent of the Board. Any decoration of any exterior portion of a Unit must comply with all Rules and Regulations. No solar panels, radio or television antennas or other appliances may be installed on the exterior of a Building without the prior written consent of the Board. Unless otherwise established by Rule or Regulation of the Board, all portions of curtains, blinds or draperies visible from outside the Units shall be white or off-white, and the Owners shall not replace the glass or screen in the windows or doors of the Units except with materials of similar color and quality to those originally installed.
8. Mold. Each Owner, by acceptance of a Deed to a Unit, acknowledges and understands that there is, and will always be, the presence of certain biological organisms within the Unit. Most

typically, this will include the common occurrence of mold and/or mildew. It is important to note that mold and mildew tend to proliferate in warm, wet areas. As such, it is each Owner's responsibility to maintain his or her Unit so as to avoid the accumulation of moisture and/or mold and mildew within the Unit. Such mitigation matters should include, without limitation, the frequent ventilation of the Unit, removal of standing water on balcony, patio or deck areas, prompt repair of any leaks which permit water intrusion into the Unit, and prompt repair of plumbing leaks within the Unit (irrespective of who may have caused any such leaks). Each Owner also understands that the presence of indoor plants may also increase moisture and/or mold and mildew. Also, the propping of large pieces of furniture against wall surfaces may lead to mold or mildew accumulation. It is the responsibility of each Owner to monitor and maintain his or her Unit so as to mitigate and avoid the conditions which are likely to lead to the existence and/or growth of mold and/or mildew. In the event that mold does appear and/or grow within the Unit, it is also the Owner's responsibility to promptly and properly treat such mold to minimize the spreading thereof and/or unhealthy conditions likely to arise as a result thereof. Such measures frequently include, but are not limited to, cleaning mold-affected surfaces with chlorine bleach. Each Owner is responsible to learn how to clean any affected Improvements.

9. Notice Regarding Water Intrusion. Notwithstanding any other provision herein, in the event that there shall be intrusion of water into any Unit (including, without limitation, as a result of any roof, window, siding or other leaks (including, without limitation, plumbing leaks), and whether or not the cause of such leak constitutes an alleged defect), the Owner of the affected Unit shall be obligated to immediately notify Declarant of such event, and Owner shall take all necessary and appropriate action to stop any such water intrusion. Declarant shall thereafter have all of the rights afforded Declarant under this Article to inspect the condition, including the right to assess the likelihood of mold or mildew, and to offer recommendations for mitigation of mold or mildew. Nothing herein shall obligate Declarant to take any action, nor shall any rights of Declarant under this subsection constitute an admission or acknowledgment that any causes of any water intrusion are the result of defective construction. Failure of any Owner to timely notify Declarant of any such water intrusion shall be cause to deny future claims against Declarant relating thereto, which claims could have been mitigated had earlier action been taken.
10. Effect on Insurance. Nothing shall be done or kept in any Unit or in any Common Element that will increase the rate of insurance on the property without the prior written consent of the Board. Nothing shall be done or kept in any Unit or in any Common Element that will result in the cancellation of insurance on any part of the Property, or that would be in violation of any laws.
11. Use or Alteration of Common and Limited Common Elements. Use of the Common Elements and Limited Common Elements shall be subject to the provisions of this Declaration and the Rules and Regulations of the Board. Nothing shall be altered or constructed in or removed from any Common Element or Limited Common Element except upon the prior written consent of the Board.
12. Signs. No sign of any kind shall be displayed to the public view on or from any Unit, Limited Common Element or Common Element without the prior consent of the Board. The Board may erect, on the Common Elements, a master directory listing Units that are for sale or lease, and the Board may regulate the size and location of signs advertising Units for sale or lease. This Section shall not apply to the Declarant who has an easement to post signs, as set forth in XXIII.

13. Pets. Domesticated animals, birds and reptiles (herein referred to as "pets") may be kept in the Units, subject to Rules and Regulations adopted by the Board. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other normal household pets, may be kept, provided that they:

- a. shall not be kept, bred, or maintained for any commercial purpose;
- b. shall not become a nuisance to any other Owner including, without limitation, straying from an Owner's unit or repeatedly barking, howling or making other annoying sounds; and
- c. shall be leashed upon leaving an Owner's Lot.

Dogs will not be allowed on the Common Elements unless they are on a leash and are being walked to or from the Unit to a public road. All pet owners shall have their dogs and cats vaccinated, licensed and outfitted with visible identification at all times. There shall be no more than either two (2) pets up to twenty (20) pounds each; or one (1) pet of twenty-one (21) to one hundred fifty (150) pounds in each residential space.

Any animal that consistently disturbs other Owners shall be considered in violation of the Quiet Enjoyment provisions of the Declaration. Absolutely no exotic animals or pets shall be allowed.

14. Quiet Enjoyment and Offensive Activity. No Owner shall permit anything to be done or kept in the Owner's Unit, or in the Limited Common Elements or Common Elements which would interfere with the right of Quiet Enjoyment of the other residents of the Condominium. No noxious or offensive activity shall be carried on in any Unit, Limited Common Element or Common Element, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners. Any and all covenants relating to the noise, annoyance or nuisance during the construction, repair or sale of Units are expressly waived as such may pertain to Declarant in the construction, modification, alteration or improvement of any Units, whether in the Initial Condominium Project or any Annexed Property.

Article IX. *Conveyances of Units*

1. Conveyance by Owners; Notice Required. The right of an Owner to sell his/her Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to convey a Unit shall deliver a written Notice to the Board, at least two weeks before closing, specifying (a) the Unit being sold; (b) the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and (c) the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested. Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy under Article XX of the name and address of the new Owner and request that the new Owner be made a named insured under such policy. At the time of the first conveyance of each Unit, every mortgage, lien or other encumbrance affecting that Unit and any other Unit or Units or real property, other than

the percentage of undivided interest of that Unit in the Common Elements, shall be paid and satisfied of record, or the Unit being conveyed and its undivided interest in the Common Elements shall be released therefrom by partial release duly recorded or the purchaser of that Unit shall receive title insurance from a licensed title insurance company against such mortgage, lien or other encumbrance.

Article X.
Special Declarant Rights

1. The Declarant reserves the following Special Declarant Rights:
 - a. To complete any Improvements shown on the Survey Map and Plans;
 - b. To allocate any unallocated garages, storage areas or moorage slips to Units as Limited Common Elements;
 - c. To maintain sales offices, management offices, signs advertising the Condominium, and models in Units which are not occupied and are for sale by the Declarant, in Units owned by the Declarant, and in the Common Elements of the Condominium;
 - d. To use easements through the Common Elements for the purpose of making improvements within the Condominium;
 - e. To elect, appoint or remove any Officer of the Association or any Member of the Board during the period of Declarant Control; and
 - f. To use any of the common areas for the express use of marketing the property and entertaining potential buyers.

The rights described in this Article shall not be transferred except by instrument evidencing the transfer executed by the Declarant or the Declarant's successor and the transferee and recorded in the county in which the Condominium is located.

Article XI.
Entry for Repairs and Maintenance

1. In General. The Association and its agents or employees may enter any Unit and the Limited Common Elements allocated thereto to effect repairs, improvements, replacements, maintenance or sanitation work deemed by the Board to be necessary in the performance of its duties, to do necessary work that the Owner has failed to perform, or to prevent damage to the Common Elements or to another Unit. Except in case of an emergency that precludes advance Notice, the Board shall cause the Unit occupant to be given Notice and an Opportunity to be Heard as far in advance of entry as is reasonably practicable. Such entry shall be made with as little inconvenience to the Owners and occupants as practicable. The Board may levy a special Assessment against the Owner of the Unit for all or part of the cost of work that the Owner has failed to perform which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed.

Article XII.
The Association

1. Form of Association. The Owners of Units shall constitute an owners association to be known as Monterra Residential Association. The Association shall be organized as a nonprofit corporation no later than the date the first Unit in the Condominium is conveyed. It will be governed by the Board of five (5) directors, as specified in the Bylaws. The rights and duties of the Board and of the Association shall be governed by the provisions of the Unit Ownership Act, the Declaration and the Bylaws.
2. Bylaws. The Board will adopt Bylaws to supplement the Declaration and to provide for the administration of the Association and the Property and for other purposes consistent with the Unit Ownership Act or the Declaration.
3. Qualification and Transfer. Each Owner of a Unit (including the Declarant) shall be a Member of the Association and shall be entitled to one membership for each Unit owned, which membership shall be considered appurtenant to that Member's Unit. Ownership of a Unit shall be the sole qualification for membership in the Association. A membership shall not be transferred in any way except upon the transfer of title to the Unit and then only to the transferee or title to the Unit; provided, that if Unit has been sold on contract, the contract purchaser shall exercise the rights of the Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Any attempt to make prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association to the new Owner.
4. Powers of the Association. In addition to those actions authorized elsewhere in the Declaration, the Bylaws, the Unit Ownership Act, and the laws of the State of Montana, the Association shall, by sufficient approval if its Members (as stipulated herein), have the power to:
 - a. Adopt and amend the Bylaws and Rules and Regulations;
 - b. Adopt and amend budgets for revenues, expenditures, and reserves and impose and collect Common Expenses and special Assessments from Owners;
 - c. Hire and discharge or contract with Managing Agents and other employees, agents, and independent contractors;
 - d. Institute, defend, or intervene in litigation or administrative proceeding in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium;
 - e. Make contracts and incur liabilities;
 - f. Regulate the use, maintenance, repair, replacement, and modification of Common Elements and Limited Common Elements;
 - g. Cause additional improvements to be made as a part of the Common Elements;

- h. Acquire, hold, encumber, convey, and dispose of in the Association's name, right, title, or interest to real or tangible and intangible personal property, and to arrange for and supervise any addition or improvement to the Condominium; provided that:
 - i. if the estimated cost of any separate property acquisition or addition or improvement to the Condominium exceeds \$10,000.00 and has not been included in the current year's budget, the approval of the Owners holding a majority of the votes in the Association shall be required; and if such estimated cost exceeds \$10,000.00 and has not been included in the current year's budget, the approval of the Owners holding seventy-five percent (75%) of the votes in the Association shall be required;
 - ii. no structural changes shall be made to the Building or Common Elements without the approval of Owners holding at least seventy-five (75%) of the votes in the Association;
 - iii. no structural change shall be made to a Unit without the approval of the Owner of that Unit; and
 - iv. the beneficial interest in any property acquired by the Association pursuant to this Section shall be owned by the Owners in the same proportion as their respective interests in the Common Elements and shall thereafter be held, sold, leased, mortgaged or otherwise dealt with as the Board shall determine.
- i. Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;
- j. Impose and collect any payment, fees, or charges for the use, rental, or operation of the Common Elements and for services provided to Owners;
- k. Acquire and pay for all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Condominium;
- l. Impose and collect charges for late payment of Assessments as further provided in Article XVI and, after Notice and an Opportunity to be Heard by the Board, or by such representative designated by the Board, and in accordance with such procedures as provided in this Declaration, the Bylaws, or Rules and Regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of this Declaration, the Bylaws, and Rules and Regulations of the Association;
- m. Impose and collect reasonable charges for the preparation and recording of Amendments to this Declaration;
- n. Provide for the indemnification of its Officers and Board and maintain directors' and officers' liability insurance;
- o. Assign its right to future income, including the right to receive Assessments;

- p. Provide or pay, as part of the Common Expenses, the following utility services to the Units: water, sewer and garbage removal;
 - q. Exercise any other powers conferred by this Declaration or the Bylaws;
 - r. Exercise all other powers that may be exercised in this State by the same type of corporation as the Association; and
 - s. Exercise any other powers necessary and proper for the governance and operation of the Association.
5. Financial Statements and Records. The Association shall keep financial records in accordance with generally accepted accounting principles. All financial statements and other records shall be made reasonably available for examination by any Unit Owner and the Owner's authorized agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The financial statement shall be completed in time for the Association's annual meeting and in any event within one hundred twenty (120) days following the end of the fiscal year. Any mortgagee will, upon written request, be entitled to receive the annual financial statement within one hundred twenty (120) days following the end of the fiscal year. An Owner or mortgagee, at the Owner's or mortgagee's expense, may at any reasonable time conduct an audit of the books of the Board and Association.
6. Inspection of Condominium Documents, Books and Records. The Association shall make available to Owners, mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the Bylaws, the Rules and Regulations of the Association, and other books, records, and financial statements of the Association. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

Article XIII.

Declarant Control Period

- 1. Declarant Control Until Transition Date. Until the Transition Date, the Declarant shall have the right to appoint and remove all Members of the Board; provided that not later than ninety (90) days after conveyance of fifty percent (50%) of the Units to Owners other than the Declarant, one Member of the Board must be elected by Owners other than the Declarant.
- 2. Transition Date. Declarant's Control of the Association shall terminate on the Transition Date. The Transition Date shall be no later than the earlier of: (a) ninety (90) days after conveyance of eighty percent (80%) of the Units to Owners other than the Declarant; (b) two (2) years after the last conveyance or transfer of record of a Unit except as security for a debt; (c) three (3) years after the first conveyance of a Unit; or (d) the date upon which the Declarant records an Amendment to the Declaration pursuant to which the Declarant voluntarily surrenders the right to further appoint and remove Officers and Members of the Board. If the Declarant voluntarily surrenders control pursuant to (d) above, the Declarant may require that for the duration of the period of Declarant Control, specified actions of the Association of the Board, as described in a

recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

3. Declarant's Transfer of Association Control. Within ninety (90) days after the Transition Date, the Declarant shall deliver to the Association all property of the Owners and of the Association held or controlled by the Declarant including, but not limited to, the following:
- a. The original or a photocopy of the recorded Declaration and each Amendment to the Declaration;
 - b. The Certificate of Incorporation and a copy or duplicate original of the Articles as filed with the Secretary of State;
 - c. The Bylaws;
 - d. The minute book, including all minutes and other books and records of the Association;
 - e. Any Rules and Regulations that have been adopted;
 - f. The financial records, including cancelled checks, bank statements, and financial statements of the Association, and source documents from the time of incorporation of the Association through the date of transfer of control to the Owners;
 - g. Association funds or the control of the funds of the Association;
 - h. All tangible personal property of the Association, represented by the Declarant to be the property of the Association and inventory of the property;
 - i. The copy of the Declarant's Plans and Specifications utilized in the construction or remodeling of the Condominium, with a certificate of the Declarant of a licensed architect or engineer that the Plans and Specifications represent, to the best of such Person's knowledge and belief, the actual Plans and Specifications utilized by the Declarant in the construction or remodeling of the Condominium (which may not include alterations to a Unit done by a Unit Owner other than the Declarant);
 - j. Insurance policies or copies thereof for the Condominium and the Association;
 - k. Copies of any certificates of occupancy that may have been issued for the Condominium;
 - l. Any other permits issued by governmental bodies applicable to the Condominium in force or issued within one (1) year before the Transition Date;
 - m. All original warranties that are still in effect for the Common Elements, or any other areas or facilities which the Association has a responsibility to maintain and repair, from the contractor, subcontractors, suppliers, and manufacturers and all owners manuals or instructions furnished to the Declarant with respect to installed equipment or building systems;

- n. A roster of Unit Owners and Eligible Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records and the date of closing of the first sale of each Unit sold by the Declarant;
 - o. Any leases of the Common Elements or areas and other leases to which the Association is a party;
 - p. Any employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or the Unit Owners have an obligation or are responsible, directly or indirectly, to pay some or all of the fee or charge of the person performing the services; and
 - q. All other contracts to which the Association is a party.
4. Audit of Records Upon Transfer. Upon termination of the period of Declarant Control, the records of the Association shall be audited as of the date of transfer by an independent certified public accountant in accordance with generally accepted auditing standards, unless the Owners, by two-thirds (2/3) vote, elect to waive the audit. The costs of the audit shall be a Common Expense.
5. Termination of Contracts and Leases Made By the Declarant. If entered into before the Board elected pursuant to Article XIV, Section 1, takes office, (1) any management contract, employment contract, or lease of recreational or parking areas or facilities or (2) any other contract or lease between the Association and the Declarant may be terminated without penalty by the Association at any time after the Board elected pursuant to Article XIV, Section 1, takes office. In order to terminate such contracts or agreements, the Board must provide not less than ninety (90) days notice to the other party or such Notice as provided for in the contract or lease. This Section does not apply to, and termination is not allowed for, any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this Section.

Article XIV.

The Board of the Association

1. Selection of the Board and Officers. Prior to the Transition Date, Article XIII, Section 1, shall govern election or appointment of Members of the Board. Within thirty (30) days after the Transition Date, the Owners and Declarant shall elect a new Board. Two (2) Board Members shall be selected by the Declarant. The Owners shall select the remaining Board Members. The number of Board Members and their terms of services shall be specified in the Bylaws. The Board shall elect Officers in accordance with the procedures provided in the Bylaws. The Members of the Board and Officers shall take office upon election. Removal of Board Members, and their terms of service shall be as provided in the Bylaws.
2. Powers of the Board. Except as provided in this Declaration, the Bylaws or the Unit Ownership Act, the Board shall at all times act on behalf of the Association. The Board may exercise all powers of the Association, except as otherwise provided in the Unit Ownership Act, Declaration or the Bylaws.

3. Managing Agent. The Board may contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Condominium and may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein. Any contract with a Managing Agent shall have a term no longer than one (1) year (but may be renewable by agreement of the parties for successive one (1) year periods) and shall be terminable by the Board without payment of a termination fee, either (1) for cause, on thirty (30) days written notice, or (2) without cause, on not more than ninety (90) days written notice.
4. Limitations on Board Authority. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Article XXV, to terminate the Condominium pursuant to Article XXVI, or to elect Members of the Board or determine the qualifications, powers, and duties, or terms of office of Members of the Board. The Board may, in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.
5. Right to Notice and Opportunity to Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," the following procedure shall be observed:
 - a. The Board shall give written Notice of the proposed action to all Owners, tenants or occupants of Units whose interest would be significantly affected by the proposed action. The Notice shall include a general statement of the proposed action and the date, time and place of the hearing, which shall be not less than five (5) days from the date Notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the Notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision, but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which Notice of the meeting was given.

Article XV.
Budget and Assessments

1. Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.
2. Preparation of Budget. Not less than thirty (30) days before the end of the fiscal year, the Board shall prepare a budget for the Association for the coming year. In preparing its budget, the Board shall estimate the Common Expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, including amounts reasonably anticipated to be required for operation, maintenance, repair, and replacement of the Common Elements and the Limited Common Elements, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. The Declarant shall prepare the initial budget for the first fiscal year of the Association.
3. Ratification of Budget. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14), nor more than sixty (60), days after mailing of the summary. Unless, at that meeting, the Owners

to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. If the Board proposes a supplemental budget during any fiscal year, such budget shall not take effect unless ratified by the Unit Owners in accordance with this Section.

4. Supplemental Budget. If, at any time during the year, the budget proves to be inadequate for any reason, including nonpayment of any Owner's Assessments, the Board may prepare a supplemental budget for the remainder of the year. A supplemental budget shall be ratified pursuant to the process set forth in Section 3 of this Article.
5. Assessments for Common Expenses. Each Owner covenants and agrees to pay, upon demand, to the Declarant, or its successors or assigns, such Owner's share of such sum as the Declarant, or its successors or assigns, from time to time may pay or may be required to pay for the cost of the care, maintenance and repair of the Condominium and its Common Elements, including but not limited to, decorative or ornamental improvements, roads, paths, boulevards, signs, parks, insurance, plantings, waterways, landscaping and other beautification features which the Declarant either has located or may locate on the Condominium, together with the cost of supplying water and electricity thereto and therefore, as well as the cost of Condominium garbage collection; provided, however, that the Declarant, or its successors or assigns, shall always conduct such operations under this Section on a strictly nonprofit basis. Each Owner shall pay a proportionate share of the total amount of such costs, per Unit owned. The total amount shall be more specifically calculated by the Board on a year-to-year basis. This Section, just as the other Sections contained here, shall constitute a covenant running with the land.
6. Contribution to Initial Working Capital. In connection with the closing of the sale of each Unit, the first purchaser thereof shall pay to the Association, as a nonrefundable contribution to an initial working capital fund, an amount equal to three times the initial monthly Assessment against the Unit, which amount shall not be considered as an advance payment of regular Assessments. On the Transition Date, the Declarant shall make such contribution for any Units remaining unsold on that date and shall be entitled to be reimbursed the amount so paid as each such Unit is conveyed. The Declarant shall not use any of the working capital fund to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits prior to the Transition Date.
7. Special Assessments. For those Common Expenses which cannot reasonably be calculated and paid on a monthly basis, the Board may levy special Assessments for such expenses against the Units, subject to ratification by the Owners pursuant to Section 3 of this Article.
8. Creation of Reserves: Assessments. The Board shall create reserve accounts for anticipated expenses for repairs, replacement and improvements which will occur in the future in order to accumulate sufficient funds to pay such expenses when they occur. The operation of reserve accounts and Assessments for reserve accounts shall be further governed by the Bylaws.
9. Notice of Assessments. The Board shall notify each Owner in writing of the amount of the monthly general and special Assessments to be paid for the Owner's Unit and shall furnish copies of all budgets and the Common Expense Liability allocations which apply to the Unit, on which

the general and special Assessments are based. The Board shall furnish the same information to an Owner's mortgagee, if so requested.

10. Payment of Monthly Assessments. On or before the tenth (10th) day of each calendar month, each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit for that month. Any Assessment not paid by the tenth (10th) day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges and collection procedures as provided in Article XVI.
11. Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Condominium shall belong to the Association.
12. Failure to Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent year, and the monthly Assessments amounts established for the preceding year shall continue until new Assessments are established.
13. Certificate of Unpaid Assessments. Upon the request of any Owner or mortgagee of a Unit, the Board will furnish a certificate stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and mortgagees of the Unit who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.
14. Recalculation of Assessments. If Common Expense Liabilities are reallocated, Common Expense Assessments, special Assessments, and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities.

Article XVI.

Lien and Collection of Assessments.

1. Unpaid Assessments Are a Lien; Priority. The Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due. All sums assessed by the Association but unpaid by the Unit Owner shall constitute a lien on such Unit and its interest in the Common Elements prior to all other liens except tax liens and the first mortgage or trust indenture of record as provided by Section 70-23-607 of the Unit Ownership Act.
2. Lien May be Foreclosed; Judicial Foreclosure. The lien arising under this Article may be enforced judicially by the Association or its authorized representative in the manner set forth in Section 70-23-608 *et seq.* of the Unit Ownership Act by the Board, acting on behalf of the Unit Owners. Pursuant to Section 70-23-608 of the Unit Ownership Act, an action to recover a money judgment for any unpaid Assessment may be brought without foreclosing or waiving the lien securing the Assessment as provided by law.
3. Receiver During Foreclosure. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect

from the lessee thereof the rent for the Unit as and when due. If the rent is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental Units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this Section and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

4. Joint and Several Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waving the lien securing such sums.
5. Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under Montana law.
6. Recovery of Attorneys' Fees and Costs. The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.
7. Security Deposit. An Owner who has been delinquent in paying his monthly Assessments for three (3) of the five (5) preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three months' estimated monthly Assessments, which shall be collected and shall be subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is ten (10) days or more delinquent in paying Assessments.
8. Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law, although not expressed herein, either concurrently or in any order.

Article XVII.

Enforcement of Declaration, Bylaws and Rules and Regulations

1. Rights of Action. Each Owner, the Board and the Association shall comply strictly with this Declaration, the Bylaws, and the Rules and Regulations adopted pursuant thereto, as they may be

lawfully amended from time to time, and the decisions of the Board. Failure to comply with all of the foregoing shall be grounds for an action to recover sums due, damages, and for injunctive relief, or any or all of them, maintainable by the Board on behalf of the Association or by an Owner.

2. Failure of Board to Insist on Strict Performance: No Waiver. The failure of the Board or Declarant, in any instance, to insist upon the strict compliance with this Declaration or the Bylaws or Rules and Regulations of the Association, or to exercise any right contained in such documents, or to serve any Notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed by the Board.

Article XVIII.

Tort and Contract Liability

1. Declarant Liability. Neither the Association nor any Owner except the Declarant is liable for the Declarant's torts in connection with any part of the Condominium which the Declarant has the responsibility to maintain. Otherwise, an action alleging a wrong done by the Association must be brought against the Association and not against any Owner or any Officer or Director of the Association.
2. Limitation of Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Board, neither the Association, the Board, nor the Declarant shall be liable for: the failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, or sand which may leak or flow from outside or from any parts of the Buildings, or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.
3. No Personal Liability. So long as a Board Member, or Association Committee Member, or Association Officer, or the Declarant or any Authorized Agent of those parties has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person; provided, that this Section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board.
4. Construction Defects. Actions for construction defects shall be governed by Section 70-19-427, M.C.A. That chapter contains important requirements that must be followed before a party may file a lawsuit for defective construction against the seller or builder of their Unit. There are strict deadlines and procedures under Montana law, and failure to follow those guidelines may affect a party's ability to file a lawsuit.

5. Action by Association. Any action anticipated by the Association against the Declarant/Developer shall not be initiated without the Association first calling a special meeting of the Owners, following the provisions set forth in the Bylaws in doing so. In the Notice provided to the Owners of the special meeting, the action anticipated shall be clearly detailed as a topic of discussion for said meeting. The Association shall not file said action until the meeting is held, and the Owners have assented to the filing of said action.

Article XIX.
Indemnification

1. Indemnification. Each Board Member, Association Committee Member, Association Officer, the Declarant and any Authorized Agent thereof shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of such person's duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approved such settlement and reimbursement as being for the best interest of the Association.

Article XX.
Insurance

1. General Requirements. Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) property insurance; (b) commercial general liability insurance; (c) worker's compensation insurance to the extent required by applicable laws; (d) directors and officers liability insurance; and (e) any other such insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, and authorized to do business in the State of Montana.
2. Property Insurance. The property insurance shall, at the minimum, provide all risk or special cause of loss coverage in an amount equal to the full replacement cost of the Common Elements, Limited Common Elements, equipment, fixtures, appliances, improvements in the Units installed by the Declarant, and personal property of the Association. The policy shall provide a separate loss payable endorsement in favor of the mortgagee of each Unit. The policy may, in the discretion of the Board, cover improvements or betterments installed by the Unit Owners. The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their mortgagees, as their interests may appear. Each Owner and the Owner's mortgagee, if any, shall be beneficiaries of the policy in accordance with the interest in Common Elements appertaining to the Owner's Unit. Certificates of insurance shall be issued to each Owner and mortgagee upon request.
3. Commercial General Liability Insurance. The liability insurance coverage shall insure the Board, the Association, the Owners, the Declarant and any Authorized Agent thereof, and cover all of the Common Elements in the Condominium, and shall cover liability of the insureds for property

damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Common Elements, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location and use. The limits of liability shall be in amounts generally required by mortgagees for projects of similar construction, location and use, but shall be at least \$1,000,000.00 combined single limit for bodily injury and property damage per occurrence and \$2,000,000.00 general aggregate.

4. Insurance Trustee; Power of Attorney. The named insured under the policies referred to in Sections 2 and 3 of this Article shall be the Association, as trustee for each of the Owners in accordance with their respective interests in the Common Elements. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to the provisions of Section 6 of this Article, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Association, or any insurance trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes.
5. Owner's Individual Insurance. An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit.
6. Use of Insurance Proceeds. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Association pursuant to Article XXI, unless: (a) the Condominium is terminated; (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (c) Owners holding at least eighty percent (80%) of the votes in the Association, including every Owner of a Unit or Limited Common Element which will not be rebuilt, and Owners other than the Declarant holding at least eighty percent (80%) of the votes in the Association excluding votes held by the Declarant, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If all of the damaged or destroyed portions of the Condominium are not repaired or replaced: (i) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the interest in Common Elements of each Unit. If the Unit Owners vote not to rebuild any Unit as set forth herein, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article XXII, and the Association promptly shall prepare, execute, and record an Amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, Article XXVI and the determinations of the Board within the parameters of that Article governs the distribution of insurance proceeds if the Condominium is terminated.

Article XXI.*Damage and Repair or Damage to Property*

1. Initial Board Determination. In the event of damage to any Common Element or to any portion of a Unit or its Limited Common Elements, equipment or appliances covered by the Association's insurance policy, the Board shall promptly, and in all events within thirty (30) days after the date of damage, make the following determinations with respect thereto, employing such advice as the Board deems advisable and necessary:
 - a. The nature and extent of the damage, together with an inventory of the Improvements and Property directly affected thereby.
 - b. A reasonably reliable estimate of the cost to repair the damage, which estimate shall, if reasonably practicable, be based upon two (2) or more firm bids obtained from responsible contractors.
 - c. The expected insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.
 - d. The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds, and the amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense and assessed against all the Units in proportion to their Common Expense Liabilities.
2. Notice of Damage. The Board shall promptly, and in all events within thirty (30) days after the date of damage, file a proof of loss claim with the insurance company if the loss is covered by insurance and abide by all terms and conditions of its insurance policies, unless the Board determines it would not be in the best interest of the Association to file a proof of loss claim. The Board shall then provide each Owner with written Notice describing the damage and summarizing the initial Board determinations in relation to the damage. If the damage affects a material portion of the Condominium, the Board shall also send the Notice to each mortgagee; and if the damage affects a Unit, the Board shall send the Notice to the mortgagee of that Unit. If the Board fails to do so within the thirty (30) day period, any Owner or mortgagee may make the determinations required under Section 1 of this Article and give the notice required under this Section.
3. Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Article:
 - a. Damage shall mean all kinds of damage, whether of slight degree or total destruction.
 - b. Substantial Damage shall mean that, in the judgment of a majority of the Board, the estimated Assessment determined under Section 1.d. of Article XXI for any single Unit exceeds ten percent (10%) of the full, fair market value of the Unit before the damage occurred, as determined by the then current Assessment for the purpose of real estate taxation.
 - c. Repair shall mean restoring the improvements to substantially the condition they were in before they were damaged, with each Unit and the Common Elements having

substantially the same boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

- d. Emergency Work shall mean work that the Board deems reasonably necessary to avoid further damage or substantial diminution in value to the Improvements and to protect the Owners from liability from the condition of the site.
- e. Execution of Repair.
 - i. The Board shall promptly repair the damage and use the available insurance proceeds therefor as provided in Section 6 of Article XX. If the cost of repair exceeds the available insurance proceeds, the Board shall impose Assessments against all Units in proportion to their Common Expense Liabilities in an aggregate amount sufficient to pay the excess costs.
 - ii. The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others, and take such other action as is reasonably necessary to make the repairs. Contracts for the repair work shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.
- f. Damage Not Substantial. If the damage as determined under Section 3 of Article XXI is not substantial, the provisions of this Section shall apply.
 - i. Either the Board or the requisite number of Owners, within fifteen (15) days after the Notice required under Section 2 of Article XXI has been given, may but shall not be required to, call a special Owners' meeting in accordance with the Bylaws to decide whether to repair the damage.
 - ii. Except for emergency work, no repairs shall be commenced until after the fifteen (15) day period and until after the conclusion of the special meeting if such special meeting is called within the fifteen (15) days.
 - iii. A decision not to repair or rebuild may be made in accordance with Section 6 of Article XX.
- g. Substantial Damage. If the damage determined under Section 3 of Article XXI is substantial, the provisions of this Section shall apply.
 - i. The Board shall promptly, and in all events within thirty (30) days after the date of damage, call a special Owners' meeting to consider repairing the damage. If the Board fails to do so within thirty (30) days, then notwithstanding the provisions of the Bylaws, any Owner or first mortgagee of a Unit may call and conduct the meeting.

- ii. Except for emergency work, no repairs shall be commenced until the conclusion of the special Owners' meeting.
- iii. At the special meeting, the following consent requirements will apply:
 - 1. The Owners shall be deemed to have elected to repair the damage in accordance with the original Plan unless the Owners of at least eighty percent (80%) of the total voting power of the Condominium other than that held by the Declarant, but including every Owner of a Unit which will not be rebuilt and every Owner of a Unit to which a Limited Common Element which will not be rebuilt is allocated, have given their written consent not to repair the damage.
 - 2. The unanimous consent of all Owners will be required to elect to rebuild it in accordance with a plan that is different from the original Plan.
 - 3. In addition to the consent by the Owners specified above, any election not to repair the damage or not to rebuild substantially in accordance with the original Plan will require the approval of eligible holders of mortgages on Units that have at least fifty-one percent (51%) of the votes subject to eligible holders of mortgages.
 - 4. Failure to conduct the special meeting provided for under Section 3.g.i. of this Article within ninety (90) days after the date of damage shall be deemed a unanimous decision to repair the damage in accordance with the original Plan.
- iv. Effect of Decision Not to Repair. In the event of a decision under either Section 3.f.iii. of this Article or Section 3.g.iii. of this Article not to repair the damage, the Board may nevertheless expend so much of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency work (which emergency work may include, but is not necessarily limited to, removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the Property shall thereafter be held and distributed as provided in Section 6 of Article XX.

Article XXII.
Condemnation

- 1. Consequences of Condemnation; Notices. If any Unit or portion thereof, or the Common Elements or Limited Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, Notice of the proceeding or proposed acquisition shall promptly be given to each Owner and mortgagee and the provisions of this Article shall apply.
- 2. Power of Attorney. Each Owner appoints the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings and negotiations, settlements and agreements with the condemning authority for acquisition of Common Elements, or any part thereof, from the condemning authority. The Board may appoint a trustee to act on behalf of the Owners in carrying out the foregoing functions in lieu of the Association. Should the Association

not act, based on their right to act pursuant to this Section, the affected Owners may individually or jointly act their own behalf.

3. Condemnation of a Unit. The proceeds from the condemnation of a Unit shall be paid to the Owner or lienholder of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute and record an Amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section is thereafter a Common Element.
4. Condemnation of Common Element or Limited Common Element. If part of the Common Elements is acquired by condemnation, the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements, or to lienholders, as their interests may appear. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of the acquisition, or to lienholders, as their interests may appear. If the Board determines that a particular Owner's interest in the Common Elements diminished with respect to other Owners, by the acquisition of a Common Element, the Declaration may be amended to adjust that Owner's Common Expense Liability allocation, or to remove the allocation of a Limited Common Element to that Owner's Unit, as the case may be.
5. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XXI.

Article XXIII.

Easements

1. In General. Each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium and of each Unit.
2. Encroachments. To the extent not provided by the definition of "Unit" in the Declaration and in the Unit Ownership Act, each Unit and all Common and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Common and Limited Common Elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the Property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units and Common and Limited Common Elements so long as the encroachments shall exist, and the rights and obligations of Owner shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit if the encroachment was caused by the willful act with full knowledge of the Owner. The encroachments described in this Section shall not be construed to be encumbrances affecting the marketability or title to any Unit.

3. Easement Specifically Reserved by the Declarant. Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors, and other authorized personnel, further reserves, for a period expiring on the earlier to occur of: (i) three (3) years following the date of the most recently recorded Declaration of Annexation for a phase of the Project, or (ii) fifteen (15) years following the date of recording of the first Original Deed for an Initial Project Condominium with the Flathead County Clerk & Recorder, an exclusive easement in, over and through the Condominium for the renovation, rehabilitation, remodeling, refurbishment and construction of the Condominium and the improvements to the Common Elements. The use of the easements described above in this subsection shall not unreasonably interfere with or diminish the rights of Owners, permitted users, or Declarant to occupy the Condominium Units, the Limited Common Elements appurtenant thereto, and the Common Elements.
4. Easement for Sales, Resales, Customer Service and Related Purposes. Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors and other authorized personnel, reserves, for a period expiring on the earlier of twenty (20) years following the date of recording of the first Original Deed for an Initial Project Condominium with the Flathead County Clerk & Recorder or three (3) years after the date of the most recently recorded Declaration of Annexation, an exclusive easement in gross in, over and through those portions of the Condominium Project for the purposes of: (i) marketing and selling the Condominiums; (ii) maintaining customer relations and providing post-sales service to Owners; (iii) displaying signs and erecting, maintaining and operating, for sales and administrative purposes, model Units and a customer relations, customer service and sales office complex in the Condominium Project; and (iv) showing the Units; provided, however, that use of such easement shall not (1) interfere with or diminish the rights of Owners to use and occupy the Condominium Units and the Common Elements, or (2) interfere with the use and occupancy of the Condominium Units and the Common Elements by the Association as reasonably required to perform its obligations hereunder all as provided in the Declaration and the Rules and Regulations.
5. Utility Easements Granted by the Declarant. The Declarant grants to each company or municipality providing utility services to the Condominium or to the Owners of Units in the Condominium an easement for the installation, construction, maintenance, repair and reconstruction of all utilities serving the Condominium or the Owners, including, without limitation, such utilities services as water, sanitary sewer, storm sewer, electricity, gas, cable television and telephone, data cables, and an easement for access over and under the Common Elements of the Condominium to the utility service facilities.

Article XXIV.

Procedures for Altering Units

1. Submission of Proposal to Subdivide Unit. No Unit or Units shall be subdivided either by agreement or legal proceedings.
2. Minor Alterations. No Unit may be altered in any way except in accordance with this Article. An Owner may make any improvements or alterations to the Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium or cause a substantial change in the aesthetic character of the Unit. An Owner may not change the appearance of the Common Elements or the exterior appearance of a Unit without permission of the Association pursuant to the procedures of Section 3 of this Article.

3. Substantial Alterations and/or Improvements. Any proposal by an Owner that contemplates substantial alteration of one or more Units must be subject to approval by the Board. The Owner must submit the proposed alterations and/or improvements to the Board and shall include the plans and specifications for the proposed alterations and/or improvements. To complete such alterations and/or improvements, the Owner must use licensed and bonded contractors and carry insurance that is satisfactory to the Board. Accordingly, in the submission for a request for approval of alterations and/or improvements to the Board, the Owner must also include the names of all licensed and bonded contractors and information concerning the insurance to be obtained for completion of the alterations and/or improvements. The Board shall approve or reject an Owner's request under this Section within sixty (60) days of receipt of the request. The failure of the Board to act upon a request within such period shall be deemed approval thereof.
4. Procedure After Approval. Upon approval of a proposal under this Article, the Owner making it may proceed according to the proposed plans and specifications; provided that the Board may, in its sole discretion, require that the Board administer the work or that provisions for the protection of other Units or Common Elements or that reasonable deadlines for completion of the work be inserted in the contracts for the work. The changes in the Survey Map Plans and Declaration shall be placed of record as Amendments thereto.

Article XXV.

Amendment of Declaration Survey Map and Plans, Articles or Bylaws

1. Procedures. Except in cases of Amendments that may be executed by the Declarant under the Declaration or the Unit Ownership Act, the Declaration, the Survey Map and Plans, the Articles and the Bylaws for the Condominium may be amended only by vote or agreement of the Owners, as specified in this Article. An Owner may propose Amendments to the Declaration or the Survey Map and Plans, the Articles or the Bylaws for the Condominium to the Board. A majority of the Members of the Board may cause a proposed Amendment to be submitted to the Members of the Association for their consideration. If an Amendment is proposed by Owners with twenty-five percent (25%) or more of the votes in the Association, then, irrespective of whether the Board concurs in the proposed Amendment, it shall be submitted to the Members of the Association for their consideration at their next regular or special meeting for which timely Notice must be given. When an Amendment is to be considered at such a meeting, then the Notice shall contain a detailed description of the Amendment to be considered at such meeting.
2. Percentages of Consent Required. Except as otherwise provided herein or by the Unit Ownership Act, the percentages of consent of Owners and mortgagees required for adoption of Amendments to the Declaration, the Survey Map and Plans, the Articles and the Bylaws for the Condominium are as follows:
 - a. An Amendment that creates or increases Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, the Allocated Interests of a Unit, the uses to which any Unit is restricted, the easements granted to Declarant (as set forth herein), the levels of insurance that the Association must carry or the level of maintenance/alteration/improvement work performed (as required herein) shall require the vote or agreement of the Owner of each Unit particularly affected, and the Owners holding at least ninety percent (90%) of the votes in the Association, excluding votes held by the Declarant.

- b. All other Amendments shall be adopted if consented to by sixty-seven percent (67%) of the Owners, including Owners holding at least sixty-seven percent (67%) of the votes in the Association, excluding votes held by the Declarant.
 - c. An Eligible Mortgagee who receives a written request to consent to an Amendment who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.
3. Limitations on Amendments. No Amendment may restrict, eliminate, or otherwise modify any Special Declarant Right provided in the Declaration without the consent of the Declarant and any mortgagee of record with a security interest in the Special Declarant Right or in any real property subject thereto, excluding mortgagees of Units owned by persons other than the Declarant.
 4. Adopted Amendments. Upon the adoption of an Amendment and the obtaining of any necessary consents of Eligible Mortgagees, an Amendment to the Declaration or the Survey Map and Plans shall become effective when it is recorded in the real property records in the county in which the Condominium is located. Such Amendments shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. No action to challenge the validity of an Amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the Amendment is recorded. An Amendment to the Articles shall be effective upon filing the Amendment with the Secretary of State. An Amendment to the Bylaws shall be effective upon adoption.

Article XXVI.

Termination of Condominium

1. Action Required. Except as provided in Articles XX and XXI, the Condominium may only be terminated only by agreement of Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated and with the consent of Eligible Mortgagees of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and in accordance with the Unit Ownership Act. An Eligible Mortgagee who receives a written request to consent to termination who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.
2. Unit Ownership Act Governs. The provisions of the Unit Ownership Act relating to termination of a condominium, as set forth in Section 70-23, et seq., of the Unit Ownership Act, as it may be amended, shall govern the termination of the Condominium, including, but not limited to, the disposition of the real property in the Condominium and the distribution of proceeds from the sale of the real property.

Article XXVII.

Notices

1. Form and Delivery of Notice. Unless provided otherwise in this Declaration, all Notices given under the provisions of this Declaration or the Bylaws or Rules and Regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is

made by mail, the Notice must be sent via certified, return receipt mail and shall be deemed to have been delivered upon the date of postmark of the mail. Such Notice must be addressed to the person entitled to such Notice at the most recent address known to the Board. Notice to the Owner of any Unit shall be sufficient if mailed to the Unit if the Owner has not given the Board any other mailing address. Mailing addresses may be changed by Notice in writing to the Board. Notices to the Board shall be given to the Declarant until the Transition Date, and thereafter shall be given to the president or secretary of the Association.

2. Notices to Eligible Mortgagees. An Eligible Mortgagee is a mortgagee that has filed with the secretary of the Board a written request that it be given copies of the Notices listed below. The request must state the name and address of the Eligible Mortgagee and the identifying number or address of the Unit on which it has (or insures or guarantees) a mortgage. Until such time thereafter that the Eligible Mortgagee withdraws the request or the mortgage held, insured or guaranteed by the Eligible Mortgagee is satisfied, the Board shall send to the Eligible Mortgagee timely written notice of the following:
 - a. any proposed Amendment of the Declaration or Survey Map and Plans for the Condominium effecting a change in: (i) the boundaries of any Unit, (ii) the exclusive easement rights, if any, appertaining to any Unit, (iii) the interest in the Common Elements or the liability for Common Expenses of any Unit, (iv) the number of votes in the Association allocated to any Unit, or (v) the purposes to which a Unit or the Common Elements are restricted;
 - b. any proposed termination of Condominium status, transfer of any part of the Common Elements, or termination of professional management of the Condominium;
 - c. any condemnation loss or casualty loss that affects a material portion of the Condominium or that affects any Unit on which an Eligible Mortgagee has a first mortgage;
 - d. any delinquency which has continued for sixty (60) days in the payment of Assessments or charges owed by an Owner of a Unit on which an Eligible Mortgagee had a mortgage;
 - e. any lapse, cancellation, or material modification of any insurance policy maintained by the Association pursuant to Article XX;
 - f. any proposed action that would require the consent of a specified percentage of Eligible Mortgagees pursuant to Articles XXI, XXIV or XXV.

Article XXVIII.

Owner's Roster

Each Owner's use, and the Declarant's use, of the roster of names of Owners of Units is limited to only being used for purposes directly related to the Owner's interest in the Condominium Project. Such roster of Owner's names shall not be used for any commercial-related or solicitation-related purpose.

Article XXIX.*Severability*

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remaining provision or provisions comply with the Unit Ownership Act.

Article XXX.*Effective Date*

This Declaration shall take effect upon recording.

Article XXXI.*Project Documents*

The Project Documents shall consist of this Declaration; the Bylaws of The Monterra at Whitefish Residential Condominium; any Rules and Regulations of the Whitefish Partners Association adopted pursuant to the Bylaws; and the Floor Plans for the Project and any Amendments thereto.

Article XXXII.*Service of Process-Initial Registered Agent*

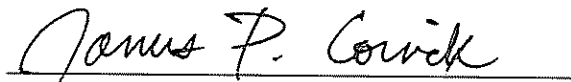
The initial registered agent and person to receive service of process and mailing address as required by law is as follows: Thad A. Huse, Datsopoulos, MacDonald & Lind, 201 W. Main, Missoula, Montana 59802.

Article XXXIII.*Arbitration*

Any controversy or claim relating to or arising out of the Declaration or any other formation document for the Condominium or out of the operation of the Condominium, in general, shall be settled by arbitration in Whitefish, Montana in accordance with the then current rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the undersigned, Owners and Developers of Whitefish Partners Association have hereunto executed this Declaration this 5 day of APRIL, 2005.

WHITEFISH PARTNERS I, LLC



James P. Corrick
Managing Member

CERTIFICATION BY DEPARTMENT OF REVENUE

I the undersigned, Dawnel Sullivan being the agent of the Department of Revenue for Flathead County, Montana, as described in 70-23-304 MCA do approve the attached declaration as to the facts that the name is proper under 70-23-303 MCA and that the taxes due and payable on the property have been paid.

Dated this 7th day of April 2005.

Dawnel Sullivan

Plat Room
Flathead County, Montana
800 S. Main St.
Kalispell, MT 59901
(406) 758-5510

This Form is for Subdivisions & Condominiums Only

BY

FOR: Whitefish Partners I LLC DATE 4/7/05

DESCR: Monterra AT Whitefish Condo PURPOSE Condo
ON Tr 6 BE in SW⁴ 8-30-21

YEARS

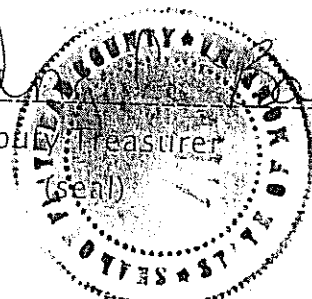
ASSESSOR #

2000 THRU 2004

0970253

----- & TO DATE

I hereby certify that there are no outstanding taxes on the property assigned the assessor numbers listed above, for the years indicated for each assessor number.

 Deputy Treasurer (seal) APR 07 2005

BYLAWS OF
THE MONTERRA AT WHITEFISH CONDOMINIUM ASSOCIATION, INC.

Article I.
Purpose and Assent

1. Purpose. The purpose for which this association is formed is to govern the condominium property which is described in, and attached to, the Declaration, and which property has been submitted to the provisions of the Montana Unit Ownership Act (the "Unit Ownership Act") by a Declaration (the "Declaration") entitled "Declaration of Condominium for the Monterra at Whitefish Condominium establishing a plan for condominium ownership of Units within the Condominium.
2. Assent. All present or future owners or tenants or any other person using the facilities of the Condominium in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the units ("Units") in the Condominium or the mere act of occupancy of any of the Units shall constitute ratification of these Bylaws.

Article II.
Definitions

1. Definitions. The definitions set forth in the Declaration are hereby incorporated by reference. Said Declaration is recorded in Volume _____ of Micro Records, Page _____ of records of Flathead County, Montana. These Bylaws are prepared and submitted by Declarants to the unit owners of the Monterra at Whitefish Condominium Association, Inc., (herein after the "Association") pursuant to the Declaration, and pursuant to Section 70-23-307 and 308, M.C.A.

Article III.
Qualifications for Membership

1. Membership. Every owner of a condominium which is subject to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any condominium which is subject to assessment by the Association. Ownership of such condominium shall be the sole qualification for membership. Voting any issue shall be limited to one vote per unit as provided in Article VI. of the Articles of Incorporation.
2. Proof of Membership. No person or persons shall exercise the rights of the membership until satisfaction proof has been furnished to the Secretary of the Association of qualification as a member or nominee of a member pursuant to the terms of the Declaration and Articles of Incorporation. Such proof may consist of a copy of a duly

executed and acknowledged grant deed or title insurance policy showing said person or the person nominating him, her or it qualified in accordance therewith, which said deed or policy shall be deemed conclusive in the absence of a conflicting claim based upon a later deed or policy.

3. Suspension of a Membership and Fines. During any period in which a member shall be in default in the payment of any assessment levied by the Association, the voting right of such member may be suspended by the Board of Directors until such assessment has been paid. The board of Directors may also impose a fine in an amount not exceeding Fifty Dollars (\$50.00) for any single infraction of the rules and/or regulations of the Association by such member, members of his or her family or his or her social guests, or by such member's tenant or contract purchaser, their family members or social guests.

Article IV. *Meeting of Members*

1. Annual Meetings. The first meeting of the members shall be held at such time as Declarant shall elect after the Transition Date (or within 30 days prior to Transition Date) and each subsequent meeting of the members shall be held on the same day of the month of each year thereafter at the hour of 7:00 o'clock p.m., unless the time of such meeting shall be changed by resolution of the Board. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.
2. Special Meetings. Special meetings of the members may be called at any time by the President, the Declarant or by the Board, or after the Transition Date, upon written request of the members who are entitled to vote one-third (1/3) of the total votes of the entire Association.
3. Notice of Meeting. Unless otherwise specifically provided in the Declarations, or in the Articles or Bylaws, written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, not less than twenty (20) days nor more than fifty (50) days before such meeting, to each Owner, addressed to the Owner's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Presence at any such meeting shall be deemed a waiver of any required notice, or defect therein.
4. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Owners of Units to which at least sixty percent (60%) of the total votes in the Association are allocated shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Alternatively, the Owners who are present either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original

meeting was called, and the same sixty percent (60%) quorum requirement shall apply to the reconvened meeting. Except as otherwise provided in the Declaration or in these Bylaws, an affirmative vote of Owners of Units to which are allocated a majority of the votes in the Association and which are present, either in person or by proxy, shall be required to transact business; provided, however, that no Member-elected Director shall be removed unless by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the owners at which a quorum is present.

5. Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing, dated, and duly executed by the Owner. Multiple Owners of a Unit each may vote or register protest to casting of votes by the other Owners of the Unit through a duly appointed proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. No proxy shall be valid for a period longer than eleven (11) months after the date thereof. Each proxy shall be revocable and shall automatically cease, in effectiveness, upon conveyance by the member of their respective Unit. Revocation of a proxy must be by written notice to the Secretary of the Association (the "Secretary").
6. Voting by Mail. The Board may decide that voting of the Members shall be by mail with respect to any particular election of Member-elected Directors, adoption of any proposed amendment to the Declaration or Bylaws or any other matter for which approval by Owners is required by the Declaration or Bylaws, in accordance with the following procedure:
 - a. In case of election of Member-elected Director(s) by mail, the existing Director(s) shall advise the Secretary in writing of the names of proposed Director(s) sufficient to fulfill open Director positions and of a date at least fifty (50) days after such advice is given by which all votes are to be received. The Secretary within five (5) days after such advice is given shall give written notice of the number of Directors to be elected and of the names of the nominees to all Owners. The notice shall state that any Owner may nominate an additional candidate or candidates, not to exceed the number of Directors to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date fifteen (15) days from the date the notice is given by the Secretary. Within five (5) days after such specified date the Secretary shall give written notice to all Owners, stating the number of Directors to be elected, the names of all persons nominated by the Board and by the Members on or before said specified date, that each Owner may cast its vote by mail and the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after the established date shall not be effective. All persons elected as Directors pursuant to such an election by mail shall take office effective on the date specified in the notice for receipt of such votes.
 - b. In the case of a vote by mail relating to any other matter, the Secretary shall give written notice to all Owners, which notice shall include a proposed written resolution setting forth a description of the proposed action and shall state (i) that

such persons are entitled to vote by mail for or against such proposal, (ii) a date, not less than twenty (20) days after the date such notice shall have been given on or before which all votes must be received and (iii) that they must be sent to the specified address of the principal office of the Association. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, unless a greater or lesser voting requirement is established by the Articles of Incorporation, the Declaration or Bylaws for the matter in question.

- c. Delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail as such address for the purpose of this Section.
 - d. For purposes of a vote by mail, quorum requirements shall be deemed satisfied on the basis of the number of ballots timely submitted. If a sufficient number of ballots are not received by the Association by the required date to either constitute a quorum, or to approve a proposal, the board may extend the date for solicitation of ballots on further notices to all members of not less than ten (10) and no more than thirty (30) days of the new date for counting of ballots. In that event all ballots previously cast on the proposal shall be counted. No such vote may be extended by more than a total of sixty (60) days.
7. Adjourned Meeting. If any meeting of the Owners cannot be organized because a quorum has not been obtained (including a vote by mail), the Owners who are present either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.
8. Order of Business. The order of business at all meetings of the Owners shall be as follows:
- a. Roll call;
 - b. Proof of notice of meeting or waiver of notice;
 - c. Reading of minutes of preceding meeting;
 - d. Reports of officers;
 - e. Reports of committees;
 - f. Election of Directors (annual meeting only);
 - g. Unfinished business; and
 - h. New business.
9. Suspension of Membership. During any period in which an Owner shall be in default in the payment of any assessment levied by the Association of the Declaration, the voting rights of such Owner may be suspended by the Board until such assessment has been paid. Such voting right may also be suspended after notice and a hearing, for a period not to exceed sixty (60) days, for violation of any provision of the Declaration or the rules and regulations established by the Board. In the event voting rights are suspended, such vote(s) shall not be counted for any purpose including for the purpose of determining whether a

quorum has been achieved or whether any required majority or super majority has been achieved.

Article V.

Board of Directors – Selection – Term of Office

1. Number. The affairs of this corporation shall be managed by a Board of five (5) Directors. Two (2) Directors shall always be selected by the Declarant. The number of Directors selected by the Declarant may be amended only if the Declarant sets forth, in writing, his assent to such amendment. Election to the Board shall be by secret written ballot on a noncumulative basis.
2. Term in Office. The first Association meeting after the Transition Date, the Owners shall elect, by majority vote, one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years, and the Declarant shall appoint two (2) Directors for a term of three (3) years. At each annual meeting thereafter the voters shall elect the appropriate number of retiring Directors for a term of one (1) year. The Declarant shall appoint two (2) Directors upon the retirement of the previously appointed Directors, whether such retirement comes as a result of the expiration of term, retirement, death, or removal.
3. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. A quorum for purposes of meetings and votes on the filling of vacancies shall be one-half (½) of the membership fixed for the Board.
4. Removal. Any Director, elected by the voting Members, may be removed from the Board, with or without cause, by a majority vote of the members of the corporation. Directors appointed by the Declarant may only be removed from the Board, with or without cause, by the Declarant. In the event of death, resignation or removal of a Director by the Members, then his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. In the event of death, resignation or removal of a Declarant-appointed Director by the Declarant, then his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.
6. Organization Meeting. The first meeting of a newly elected Board shall be held immediately following the annual meeting of the members, and no notice to the newly elected Directors shall be necessary to legally constitute such meeting.

7. Right to Notice and Opportunity to Be Heard. Whenever the Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," and notwithstanding anything to the contrary set forth herein, the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.
8. Waiver of Notice. Before, at or after any meeting of the Board, 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, unless his appearance is limited to the purpose of objection to the validity of the meeting, and in such event a written statement of the limited purpose and of the objection to the meeting shall be filed with the Board prior to the meeting. If all the Directors are present without objection at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The Board may act without a meeting if all Directors concur and sign minutes confirming the action of the Board and waiving notice and actual meeting.
9. Compensation and Fees. Each Director shall receive such sum as the Owners may from time to time determine, plus transportation expenses, for attendance at any regular or special meeting of the Board. However, such expense must be approved for reimbursement by the Owners, in writing, prior to the incurrence of such expense.
10. Open Meeting. Any member of the Association or voting representative may attend any meeting of the Board which occurs after the Transition Date, but shall not be entitled to prior notice or a right to participate.

Article VI.
Meeting of Directors

1. Regular Meeting. A regular meeting of the Board of Directors shall be held without other notice as provided herein, immediately after, and at the same place as, the annual meeting of the members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution. The Board shall elect a Chairman, Secretary and Treasurer from its members.

2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the corporation, the Declarant or by any three (3) Directors, after not less than five (5) days notice to each Director.
3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. At any meeting, a chairman, secretary and treasurer of the Board shall be elected.

Article VII.

Powers and Duties of the Board of Directors

1. Powers. The board of Directors shall have the power to do all of the following:
 - a. Establish rules and regulations governing the members and their guests, and to establish penalties for the infraction thereof.
 - b. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provision of these Bylaws, the Articles of Incorporation or the Declaration.
 - c. Declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board.
 - d. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
 - e. Take any and all actions necessary to comply with and enforce the provisions and requirements of the Declaration, the Articles of Incorporation and these Bylaws, and all powers and rights as provided in the Declaration.
2. Duties. It shall be the duty of the Board to do all of the following:
 - a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members of the Association at the annual meeting of the members.
 - b. Supervise all officers, agents and employees of this Association, and see that their duties are properly performed.
 - c. Create a budget as provided for in the Declarations.
 - d. Fix, levy and collect assessments as provided in the Declarations.

- e. Cause the Common Areas, Limited Common Areas, entry signs, park and recreation areas, trails and rights of way to be maintained.
- f. Issue, or cause an appropriate officer to issue, upon demand by any person or entity, a certificate setting forth whether or not any assessments have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- g. Cause the expenses relating to the Common Areas and Limited Common Areas to be paid as appropriate.
- h. Obtain insurance as required in the Declarations and as it may deem appropriate.
- i. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- j. Cause the landscaping to be maintained as provided in the Declarations.
- k. Perform any and all duties necessary to comply with the provisions and requirements of the Declarations, the Articles of Incorporation, these Bylaws and the Unit Ownership Act.

Article VIII.

Officers and Their Duties

1. Designation. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board.
2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two (2) offices, except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice President need not be filled. The Board may elect officers from among its members or otherwise.
3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board called for such purposes.
4. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and the Board. He or she shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit association including, but not limited to, the power to appoint committees from among the owners from time to time as he or she may in his or her discretion decide to appropriate to assist in the conduct of the affairs of the Association.

5. Vice President. A Vice President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or his or her inability for any reason to exercise such powers and functions or perform such duties.
6. Secretary. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; have charge of such books and papers as the Board may direct; and, in general, perform the duties incident of the office of Secretary. The Secretary may compile and keep up to date at the principal office of the Association a complete list of Members and their registered mailing addresses. Such list shall also show opposite each Member's name the number or other appropriate designation of the Unit owned by such Member. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.
7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all moneys 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 or Managers.
8. Assistant Secretary. The Board may appoint one or more Assistant Secretaries to perform all of the duties of the Secretary in the absence of the Secretary.
9. Assistant Treasurer. The Board may appoint one or more Assistant Treasurers to perform all of the duties of the Treasurer in the absence of the Treasurer.
10. Vacancies. A vacant officer position shall be filled in the same manner as provided for vacant Board positions in Article IV, Section 3.
11. Amendment to Declaration. The Secretary and the President shall be authorized to prepare, execute, certify and record Amendments to the Condominium Declaration on behalf of the Association.

Article IX.

Indemnification of Officers and Managers

1. Indemnification. The Association shall indemnify every Director or officer and his or her heirs, executors and administrators against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of holding or having held such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. Nothing contained in Article 20 of the Declaration shall, however, be

deemed to obligate the Association to indemnify any Owner who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as an Owner of a Unit covered thereby.

Article X.
Obligations of Owners

1. In General. Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Condominium was built, and each Owner shall comply strictly with all provisions of the Declaration.
2. Use of Common Elements and Limited Common Elements. Each Owner shall use the Common Elements and Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.
3. Compliance with Covenants, Bylaws, and Administrative Rules and Regulations. Each member of the Association shall comply strictly with the Declarations, these Bylaws and with the administrative rules and regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in the deed to his lot.
4. Right of Entry.
 - a. An Owner shall permit the Managing Agent or other person authorized by the Board the right of access to the Owner's Unit and appurtenant Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the Common Elements or at any time deemed necessary, by the Managing Agent of Board for the making of emergency repairs or to prevent damage to any part of the Common Elements.
 - b. An Owner shall permit the Managing Agent, other persons authorized by the Board, other Owners or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or to the Units and Limited Common Elements of other Owners; provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.
5. Working Capital Contribution. Each Owner shall pay to the Association a contribution to its working capital fund in the manner and amount as provided in the Declaration, and such working capital fund shall be used by the Association for any expenses of operation or shall be placed in reserve for any purpose.

6. Assessment Obligation. Each Owner is obligated to pay the assessments imposed on such Owner's Unit by the Association and to pay the common expenses of the Condominium as provided in the Declaration.
7. Association Funds. All funds paid to the Association, whether as contribution to working capital or as assessments, shall be the common property of the Association, held in trust for the benefit of the Owners, in the accounts to which such funds are from time to time allocated by the Board.
8. Rules and Regulations. The Board or the Association may adopt rules and regulations necessary or advisable for the proper administration of the Condominium. The rules and regulations may be amended by the Board (or the Owners in the same manner as amending these Bylaws), and such rules and regulations shall be deemed a part of these Bylaws.

Article XI.
Committees

1. Committees Created by the Board. The Board of Directors may appoint an Executive Committee and such other committees as deemed appropriate in carrying out its purpose.

Article XII.

Audit

1. Owner Audit. Any owner may, at any time at his or her own expense, cause an audit or inspection to be made of the books and records of the Board. The Board, at the expense of the maintenance fund, shall obtain an audit of all books and records pertaining to the Project and the governing body shall regularly prepare and distribute to the members and any holder, insurer or guarantor of any first mortgage or trust indenture (on written request) financial and related information concerning the budget for each fiscal year.

Article XIII.
Amendments

1. Amendments.
 - a. Bylaws (and amendments thereto) for the administration of the Association and the Condominium, and for other purposes not inconsistent with the Condominium Statute or with the intent of the Declaration, shall be adopted by the Board at its first meeting. Thereafter the Bylaws may be amended by the Association by concurrence of Owners of Units to which seventy-five percent (75%) of the votes in the Association are allocated and who are present and entitled to vote at a regular or special meeting.
 - b. Notwithstanding Article XIII, Section 1, if the Condominium is subject to a mortgage held by HUD, FHA or VA, these bylaws may not be amended by

Declarant at any time prior to the Transition Date without the prior approval of the HUD, FHA, and VA agencies. The Bylaws may be amended at any time by majority vote of the Board with prior approval from the HUD, FHA, and VA agencies. After the Transition Date, any Unit Owner or Owners who desire that these Bylaws be amended may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owner of 20% or more of the Units, then irrespective of whether the Board concurs in the proposed amendment it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given.

- c. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Owners entitled to vote, after notice has been given to all persons (including Mortgagees) entitled to receive notice of a meeting of the Association, and such notice shall be delivered to each Owner and Mortgagee at least ten (10) days prior to such meeting. These Bylaws may not be amended so as to render them inconsistent with the Declarations.

Article XIV.

Mortgages

1. Notice to Association. An Owner who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the President of the Board, giving the name and address of his mortgagee. The Association shall maintain such information in a book or list entitled "Mortgagees of Units."
2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit.

Article XV.

Evidence of Ownership, Registration Of Mailing Address and Completion Requirement

1. Proof of Ownership. Upon becoming an Owner of a Unit, the Owner shall furnish to the Board a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association.
2. Registration of Mailing Address. The Owners of each Unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of an Owner or owners shall be furnished by such Owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by

all of the Owners of the Unit or by such persons as are authorized to represent the interests of the Owners thereof. If no such address is registered or if all of the Owners cannot agree, then the address of the Unit shall be the registered address until another registered address is furnished as permitted under this Section. Registered addresses may be changed from time to time by similar designation.

3. Completion Requirement. The requirements contained in this Article shall be first met before any Owner of a Unit shall be deemed in good standing or entitled to vote at any annual or special meeting of Members.

Article XV.

Conflict with Declaration or Law

1. Controlling Provisions. These Bylaws are intended to comply with and supplement the requirements of the Unit Ownership Act and the Declaration. If any of these Bylaws conflict with the provisions of said statute or the Declaration, the provisions of the statute and Declaration will apply.

Article XVI.

Nonprofit Association

1. This Association is not organized for profit. Members, Directors and any individual from whom the Association receives property or funds shall not receive nor shall they be lawfully entitled to receive any pecuniary profit from the operations of the Association. In no event shall any part of the funds or assets of the Association be distributed to or inure to the benefit of any Directors or Members. The foregoing, however, shall neither prevent nor restrict the following:
- a. the payment of reasonable compensation to any Member or manager while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and
 - b. the reimbursement of approved expenses incurred by a Member or Director member for said Member's or Director's actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant of the Monterra at Whitefish Condominium Association, Inc., has hereunto certified this 5 day of APRIL, 2005.

DECLARANT:

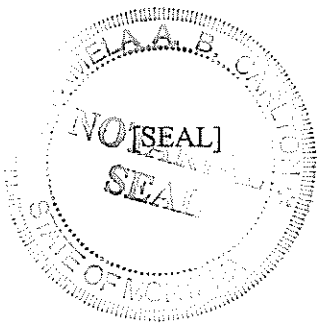
Whitefish Partners I, LLC

By: Janus P. Cowick
Its: MANAGING MEMBER

STATE OF MONTANA)
County of Missoula)
: SS.

On the 5th day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James P. Corrick, personally know to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

WITNESS my hand and official seal.



Pamela A. B. Carlton
Notary Public for the State of Montana
Print Name: Pamela A. B. Carlton
Residing at: Stevensville
My commission expires: 08/25/2007

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

The land referred to in this Declaration is described as follows:

A tract of land, situated, lying and being in the East Half of the Southwest Quarter (E1/2SW1/4) of Section 8, Township 30 North, Range 21 West, P.M.M., Flathead County, Montana and more particularly described as follows:

Commencing at the Northeast corner of the NE1/4SW1/4 of Section 8, Township 30 North, Range 21 West, P.M.M., Flathead County, Montana; thence along the North boundary of said NE1/4SW1/4 South 89°41'21" West, a distance of 20.00 feet to a point on the Westerly R/W of a 40 foot county road known as Kallner Lane; thence along said Westerly R/W South 00°05'34" West, a distance of 273.95 feet to a point the True Point of Beginning of the tract of land herein described; thence continuing South 00°05'34" West, a distance of 1685.97 feet to a point on the Northerly R/W of Montana Highway 40; thence along said right of way North 47°18'49" West, a distance of 534.81 feet to a point, which point is on a spiral chord; thence along said spiral chord North 48°21'08" West, a distance of 152.16 feet to a point on the Westerly R/W of a 60 foot private road and utility easement known as Riverside Parkway; thence leaving said highway right of way and along said Westerly right of way of Riverside Parkway, North 41°30'14" East, a distance of 40.37 feet to a point and the P.C. of a 70.00 foot radius curve, concave Northwesterly, having a central angle of 55°50'15"; thence along an arc length of 68.22 feet to a point; thence North 14°20'00" West, a distance of 80.50 feet to a point and the P.C. of a 470.00 foot radius curve, concave Southwesterly, having a central angle of 27°16'05"; thence along an arc length of 223.68 feet to a point and the P.R.C. of a 530.00 foot radius reverse curve, concave Northeasterly (radial bearing North 48°23'55" East); thence Northwesterly along said curve through a central angle of 13°26'05" an arc length of 124.28 feet to a point; thence North 28°10'00" West, a distance of 399.58 feet to a point and the P.C. of a 220.0 foot radius curve, concave Southwesterly, having a central angle of 06°17'30"; thence along an arc length of 24.16 feet to a point on the Easterly R/W extension of a 60 foot private road and utility easement; thence along said R/W North 46°30'29" West, a distance of 192.47 feet to a point and the P.C. of a 330.00 foot radius curve, concave Northwesterly, having a central angle of 46°30'29"; thence along an arc length of 267.87 feet to a point; thence North a distance of 8.14 feet to a point; thence leaving said R/W East a distance of 620.82 feet to the Point of Beginning.

Shown as Tract 2 of Certificate of Survey No. 15505.

EXHIBIT B

The following information is intended to provide a general description of the buildings and units located at The Monterra at Whitefish Condominium.

General Building Information:

- a. General Descriptions of the Buildings: There are a total of 16 buildings. There are three types of residential buildings included within the condominium, excluding the pool-side building and other maintenance and equipment rooms. Each of the residential buildings consists of certain units. Each unit contains a bathroom, bedroom, closet, kitchen, dining room, living room, and parking garage, depending on the building type designation and the elected options by the individual unit owner.
- b. Number of Stories of the Buildings: Building types A and B each have three (3) stories. Building type C has two (2) stories.
- c. Description of the Basements in the Buildings: N/A
- d. Number of Units in Each Building: Building type A has the capacity for twelve (12) units, building type B has the capacity for ten (10) units, and building type C has the capacity for six (6) units. The maximum number of potential units for the entire condominium is 180 units.
- e. Principal Material of Which the Buildings are Constructed: The buildings are primarily constructed of wood frame on concrete slab with drywall finishing.

General Unit Information:

- a. The Designation and Location of Units: The buildings are located on Monterra Avenue, Whitefish, State of Montana 59937. Each of the 16 buildings has a corresponding address assigned by the City of Whitefish. Following is a list of all the buildings with the corresponding unit designation for each building:
 - Building 6204 Units A – L
 - Building 6203 Units A – J
 - Building 6205 Units A – L
 - Building 6208 Units A – F
 - Building 6305 Units A – L
 - Building 6310 Units A – J
 - Building 6300 Units A – L
 - Building 6009 Units A – L
 - Building 6008 Units A – L
 - Building 6007 Units A – J
 - Building 6005 Units A – J
 - Building 6003 Units A – J
 - Building 6002 Units A – L
 - Building 6000 Units A – F
 - Building 6104 Units A – L
 - Building 6103 Units A – L

- b. The Approximate Square Footage: Square footage of each unit depends on the building type designation and the floor upon which the unit is located within the building. Unit square footage ranges from 891 sq. ft. for units located on the third floor of building A, to 2,802 sq. ft. for units located in building C.
- c. The Number of Bathrooms: The units have one (1) to three and a half (3.5) bathrooms depending on the building type designation and the floor upon which the unit is located.
- d. The Number of Bedrooms: The units have one (1) to three (3) bedrooms depending on the building type designation and the floor upon which the unit is located.
- e. The Number of Fireplaces: Each unit has one fireplace.
- f. The level upon which each Unit is located: See Floor Plans.
- g. The Parking Garage Assigned to Each Unit: Each unit has a corresponding parking garage. An additional parking space for visitors is allocated per every three units.
- h. The Storage Area Assigned to Each Unit: Each unit has a storage area in the corresponding parking garage. In addition, storage area is available on the porch of each unit.

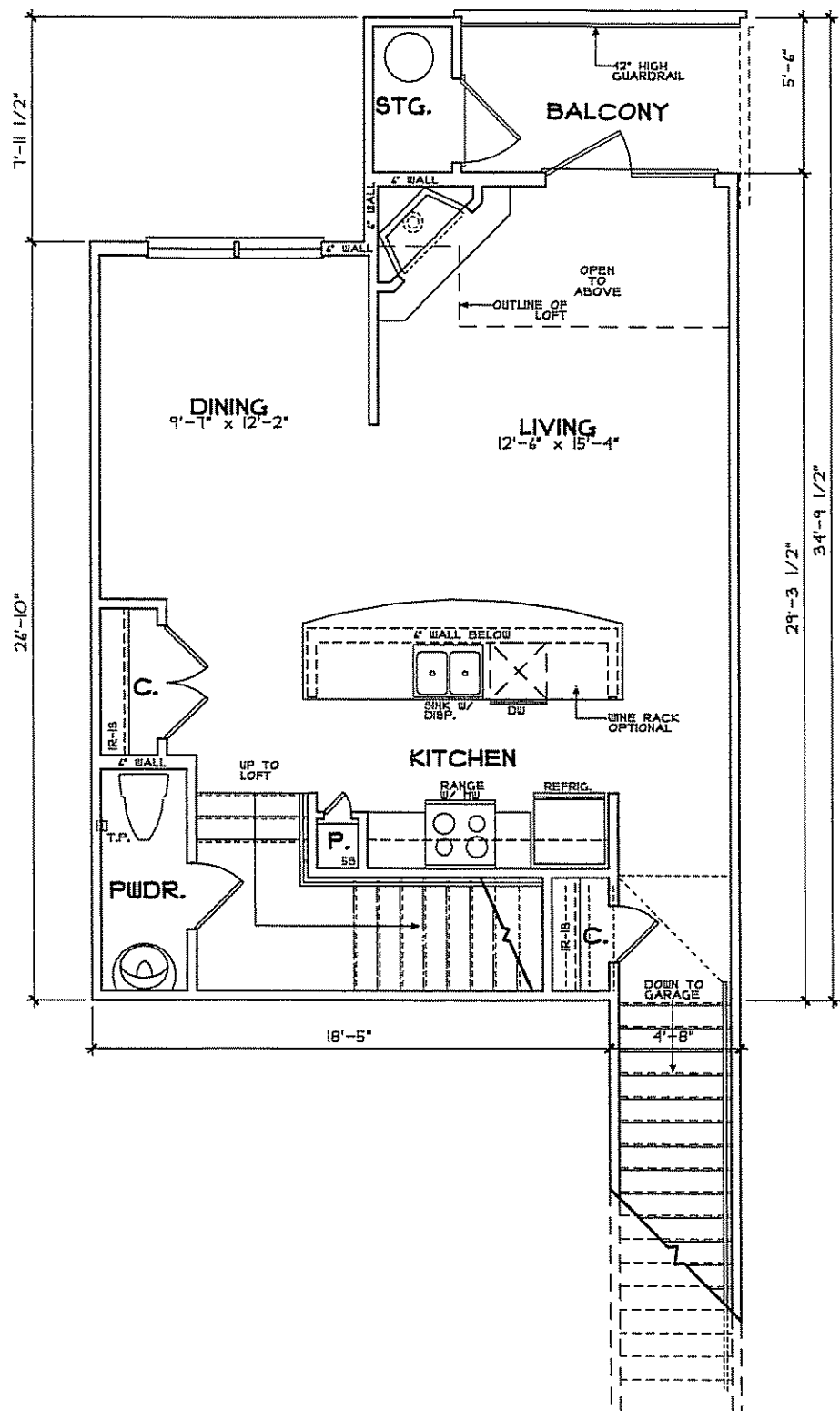
For more specific and detailed information relating to the building and units, see the floor plans filed contemporaneously herewith.

The Monterra at Whitefish - HOA Operating Budget

Expenses for 160 Units

160

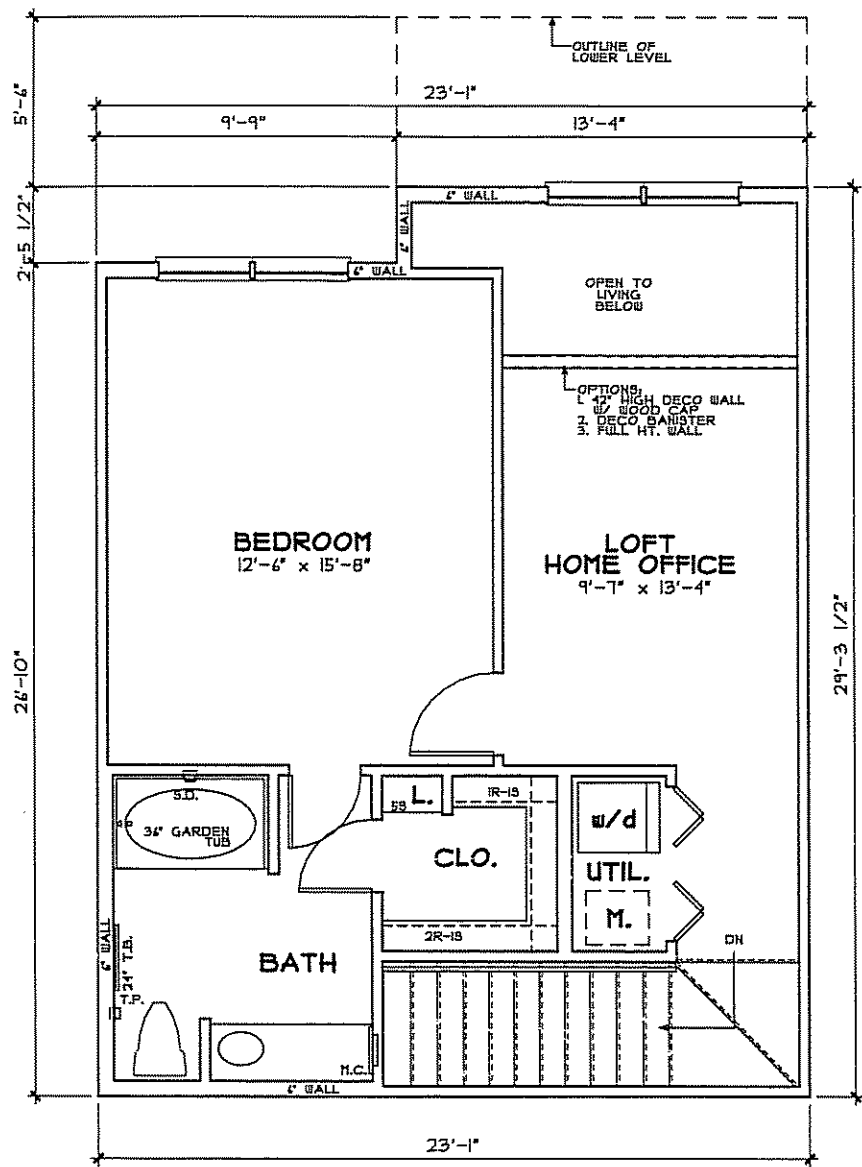
	\$\$/Month	Total		
ADMINISTRATIVE EXPENSES				
OFFICE SALARIES	\$ 218	\$ 34,819		
OFFICE EXPENSES	\$ 18	\$ 2,877		
MANAGEMENT FEES	\$ -	\$ -		
LEGAL FEES	\$ 15	\$ 2,421		
AUDIT FEES	\$ 24	\$ 3,875		
PROFESSIONAL FEES	\$ 53	\$ 8,429		
OTHER ADMIN.	\$ 13	\$ 2,027		
SUBTOTAL ADMINIST.	\$ 340	\$ 54,448		
AMENITIES				
NATURAL GAS	\$ 28	\$ 4,418		
ELECTRICITY	\$ 55	\$ 8,827		
WATER / SEWER	\$ 20	\$ 3,200		
TRASH REMOVAL	\$ 66	\$ 10,560		
WINDOW WASHING	\$ 74	\$ 11,853		
MISC. OPER. EXP.	\$ 165	\$ 26,402		
SUBTOTAL OPERATING	\$ 408	\$ 65,259		
REPAIR AND MAINT.				
SECURITY	\$ 35	\$ 5,600		
SNOW REMOVAL	\$ 75	\$ 12,000		
GROUND MAINTENANCE	\$ 198	\$ 31,725		
CUSTODIAL	\$ 160	\$ 25,546		
HEAT/AC/VENT	\$ 62	\$ 9,946		
GENERAL MAINTENANCE	\$ 115	\$ 18,454		
PAINT-EXTERIOR	\$ 15	\$ 2,400		
PAINT- INTERIOR COMMON AREA	\$ 35	\$ 5,566		
REC. AMENITIES	\$ 97	\$ 15,501		
STREETS/PARKING	\$ 50	\$ 8,000		
OTHER REP/MAINT.	\$ 11	\$ 1,782		
SUBTOTAL REP/MAINT.	\$ 853	\$ 136,520		
FIXED EXPENSES				
REAL ESTATE TAX	\$ -	\$ -		
OTHER TAX	\$ -	\$ -		
INSURANCE	\$ 142	\$ 22,691		
SUBTOTAL FIXED EXP.	\$ 142	\$ 22,691		
REPLACEMENT RESERVE				
Furnishings, Finishes & Equipment	\$ 65	\$ 10,400	Useful Life	Estimated Cost
Pool Estimated Total	\$ 13	\$ 2,080	15	\$ 156,000
Roof Estimated Total	\$ 80	\$ 12,800	20	\$ 41,600
Painting Estimated Total	\$ 199	\$ 31,840	20	\$ 256,000
Misc. Building Componets	\$ 15	\$ 2,400	8	\$ 254,720
Streets / Driveways	\$ 40	\$ 6,400	20	\$ 48,000
Mechanical / Electrical / Pumps	\$ 10	\$ 1,600	15	\$ 96,000
Trails Estimated Total	\$ 9	\$ 1,360	15	\$ 24,000
SUBTOTAL REPLACEMENT RESRV.	\$ 431	\$ 68,880	15	\$ 20,400
				\$ 896,720
TOTAL ALL EXPENSES				
	\$\$/Yr/Unit	Total		
	\$ 2,174	\$ 347,798		
Total Monthly Expenses				
		\$ 181		



JOB DESIGNED
DATE 05-18-04
BRIAN QUINN OWENS ARCHITECTS, L.P.
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A2L-1 ONE BEDROOM/ONE AND 1/2 BATH 591 S.F.
SCALE 1/4"=1'-0"
TOTAL: 1,140 S.F.
STAIR NOT INCLUDED IN S.F.



A2L-2 ONE BEDROOM/ONE AND 1/2 BATH 549 S.F.
SCALE 1/4"=1'-0"

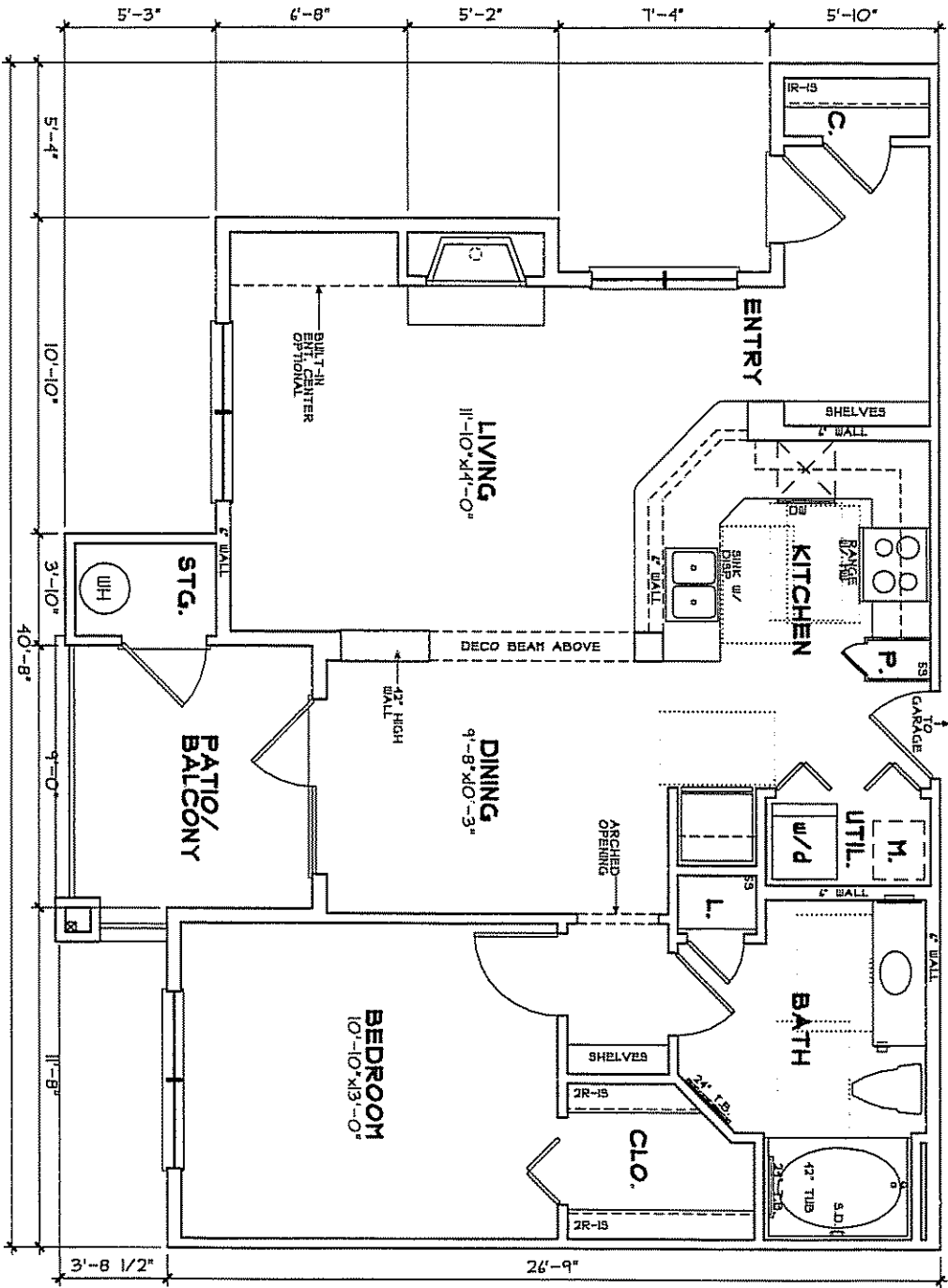
2005097 14570

A3 ONE BEDROOM/ONE BATH

SCALE 1/4"=1'-0"

SCALE 1/4"=1'-0"

89.4.



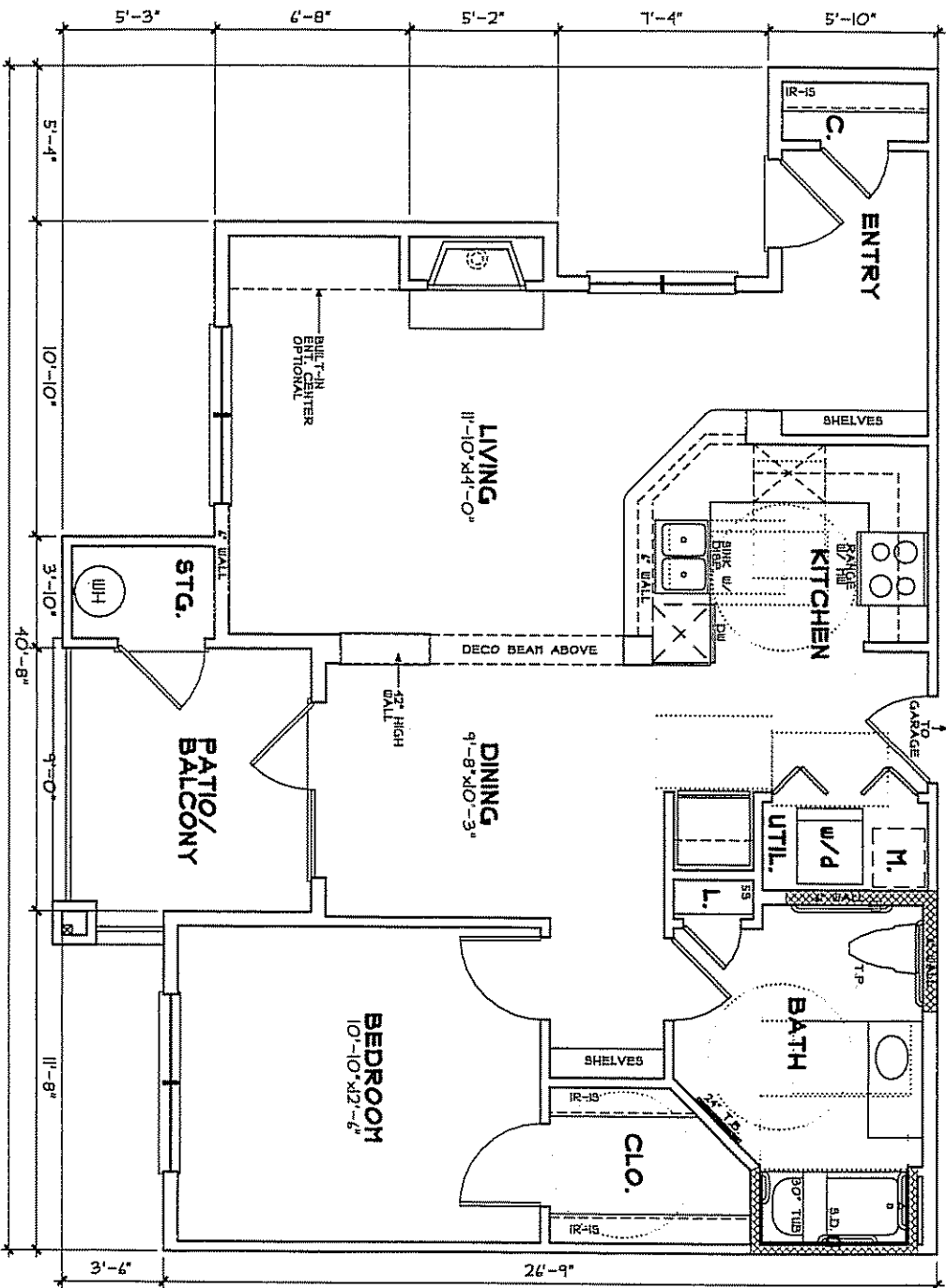
JOB 02157
DATE 05-18-04
HEINER GUEST OWENS ARCHITECTS, L.P.
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2005097 14570

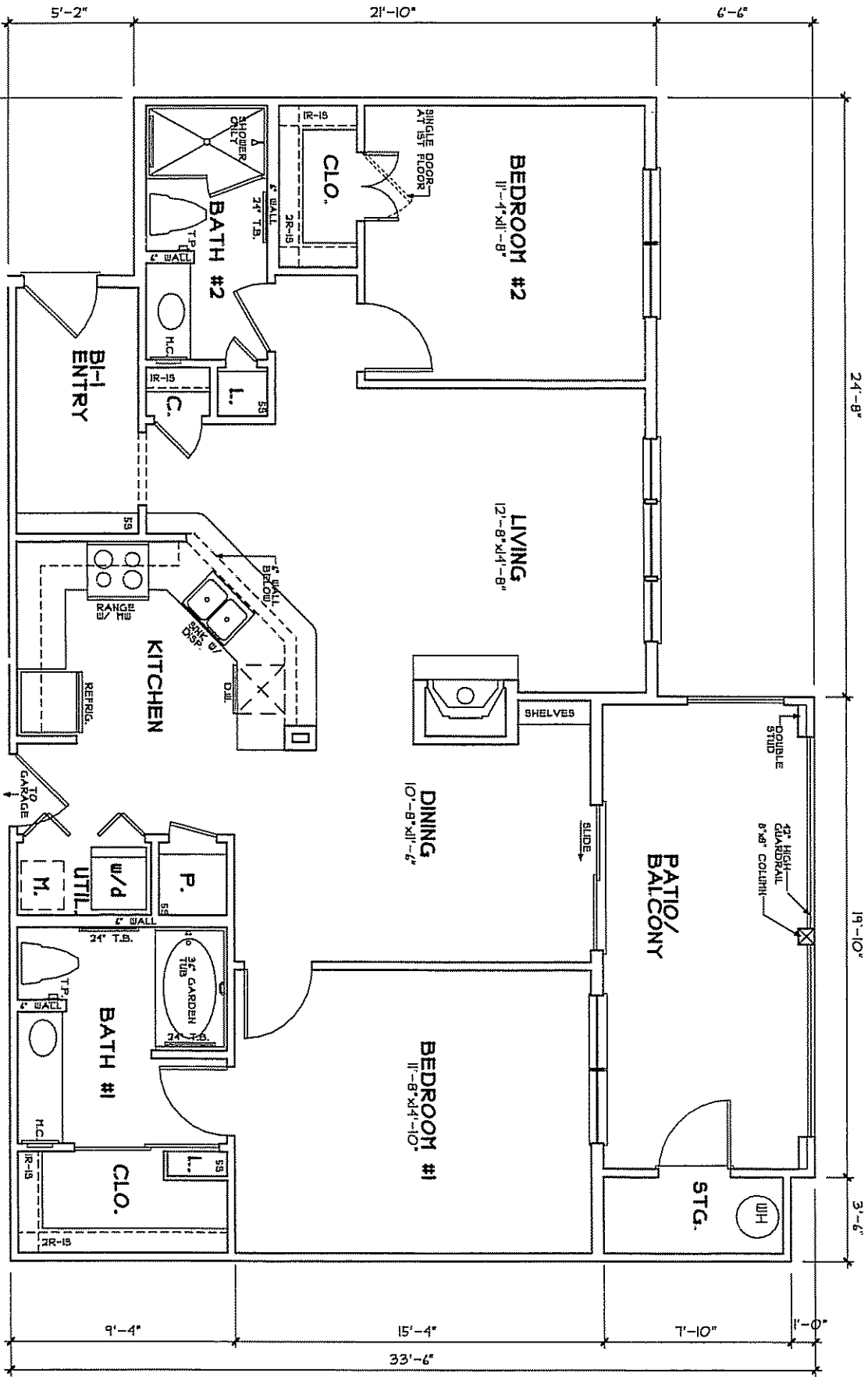
A3-HC ONE BEDROOM/ONE BATH
SCALE 1/4"=1'-0"

89.64



JOHN 03137
DATE 03-18-04
HENKAR GUEST OWNER ARCHITECTS, L.P.
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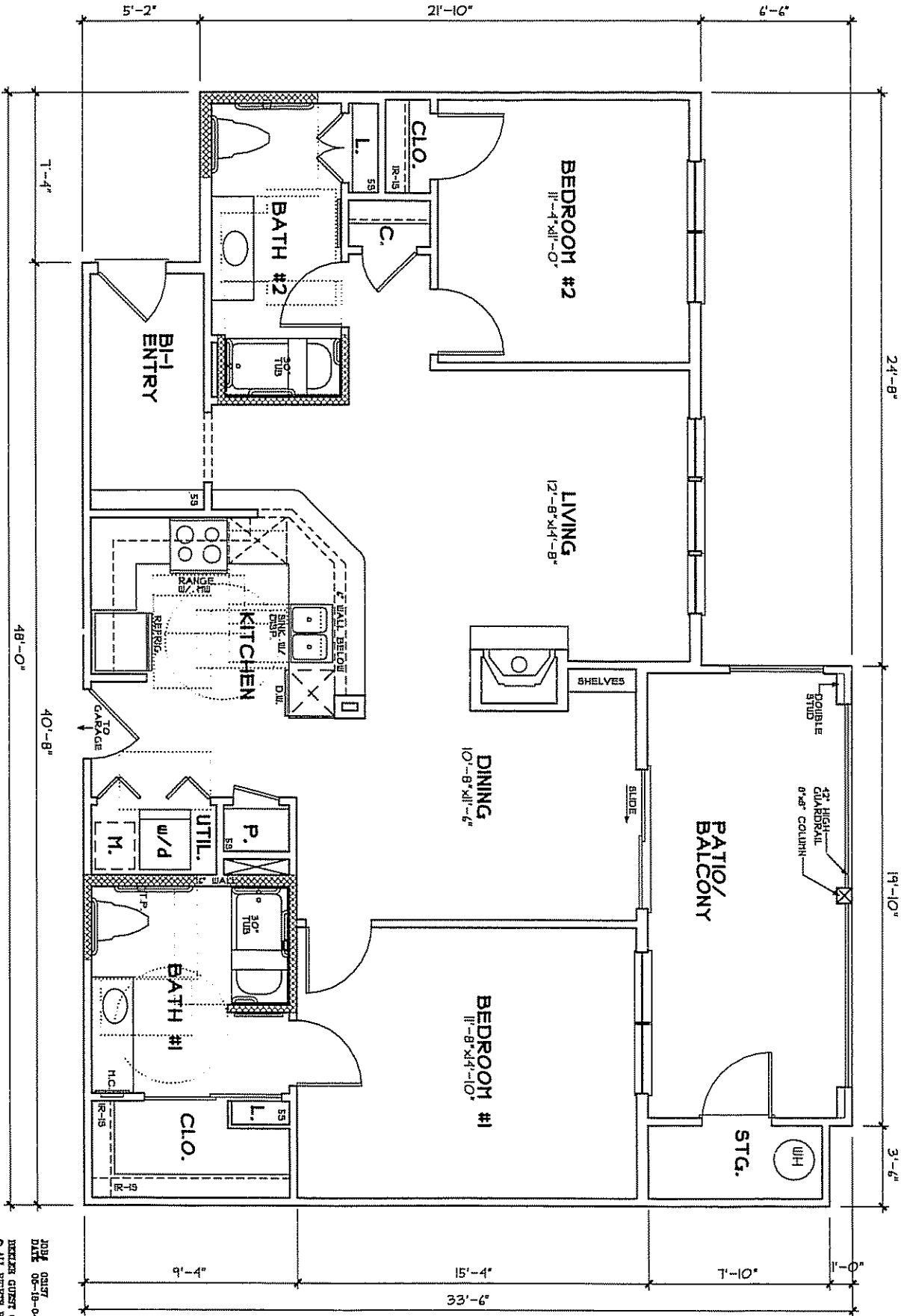
B1 TWO BEDROOM/TWO BATH
1/4"=1'-0"

1,204 S.F.

B1-HC TWO BEDROOM/TWO BATH

1/4"=1'-0"

1,204 S.F.



2004 03/07
DATE 03-16-04

REXEL GUEST OPENING ARCHITECTURE, L.P.
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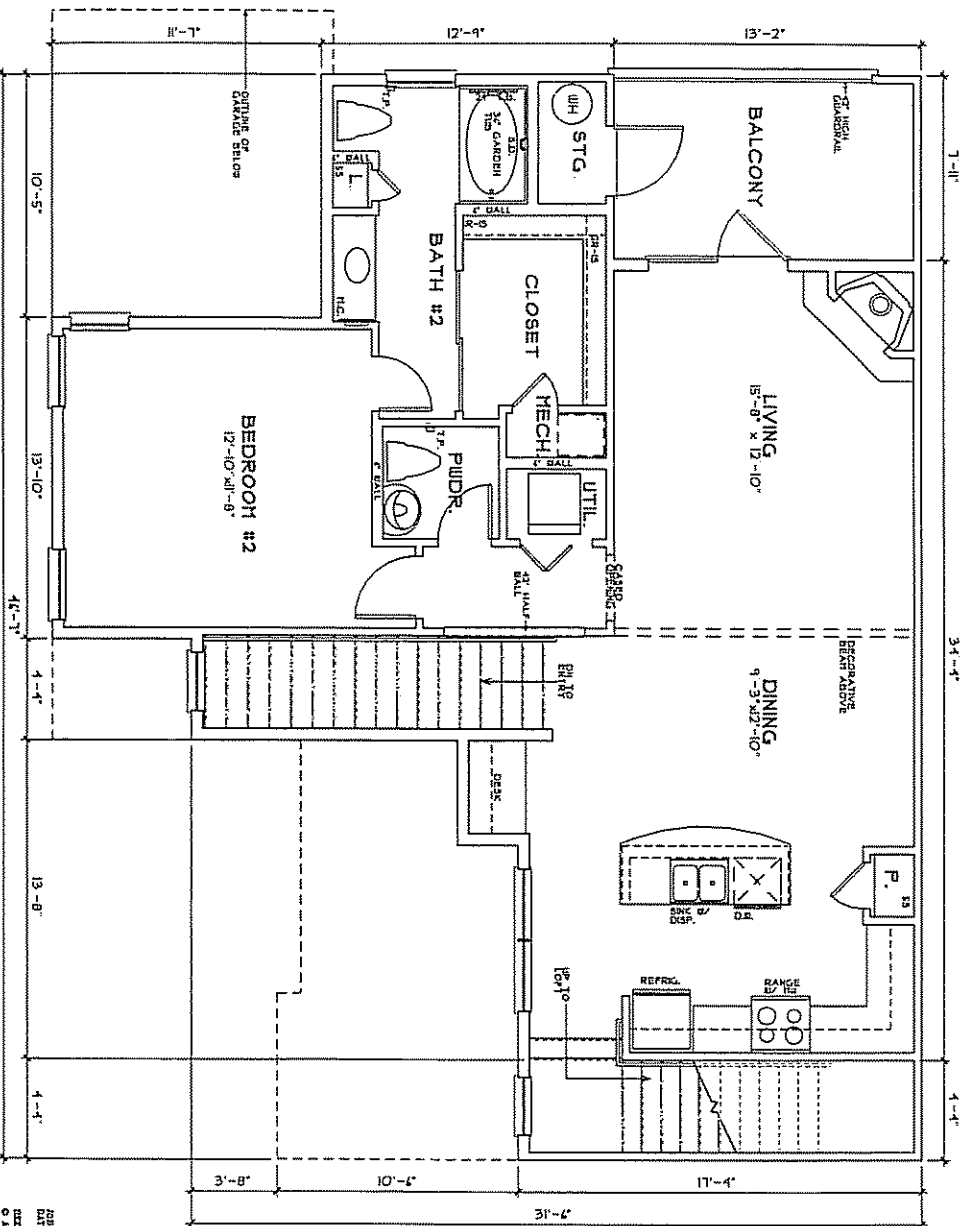
B2L-1 TWO BEDROOM/TWO AND 1/2 BATH

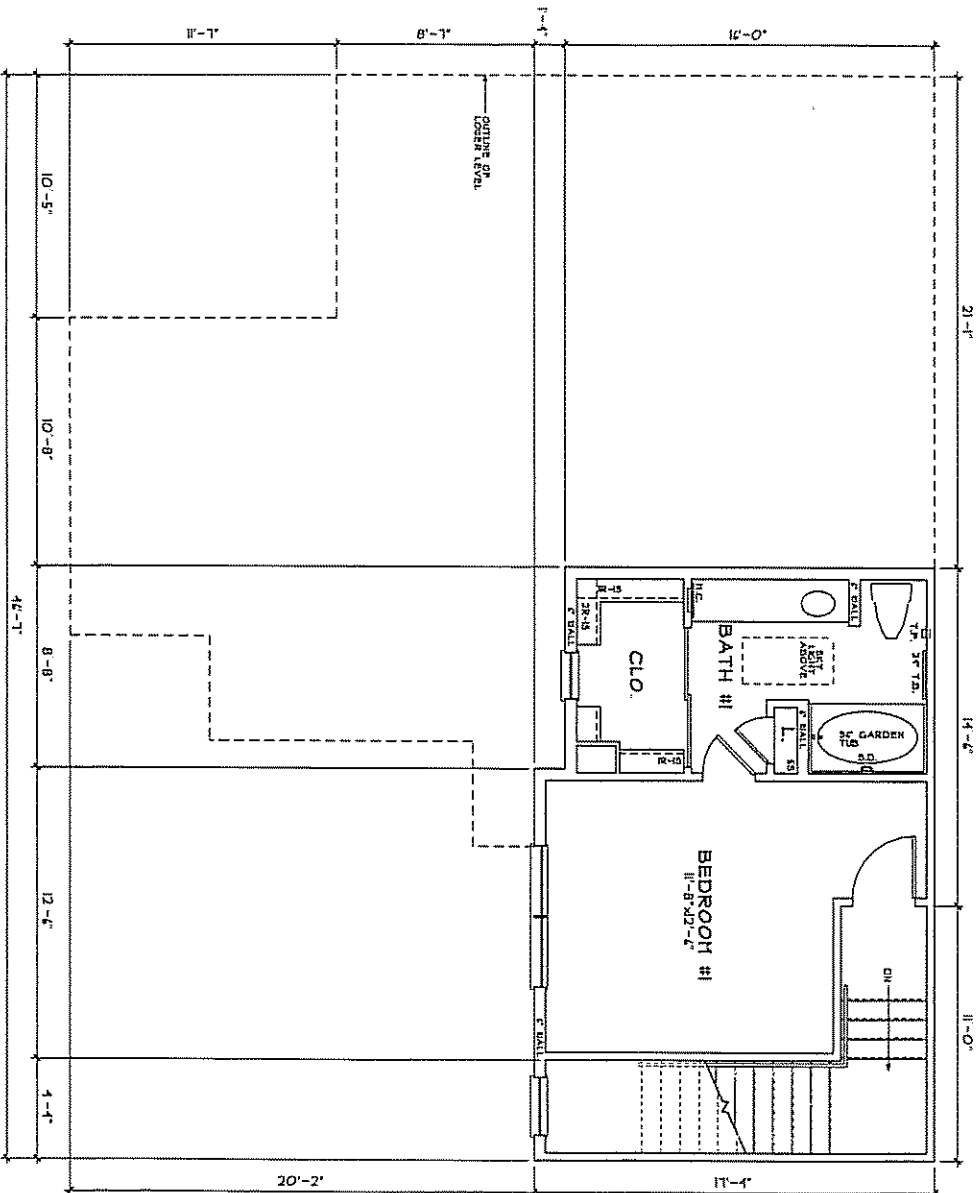
SCALE 1/4"=1'-0"

TOTAL: 1344 S.F.
STAIRS NOT INCLUDED IN S.F.

969 S.F.

2009 0037
DATE 06-18-04
SHEILA GUYTON OPEN ARCHITECT, L.P.
© ALL RIGHTS RESERVED





B2L-2 TWO BEDROOM/TWO AND 1/2 BATH
SCALE 1/4"=1'-0"

၆၇၆

JOE GUSTY
DATE 02-18-04
CIRCLE
PAPER CURRENT OFFICE ADMINISTRATOR, L.P.
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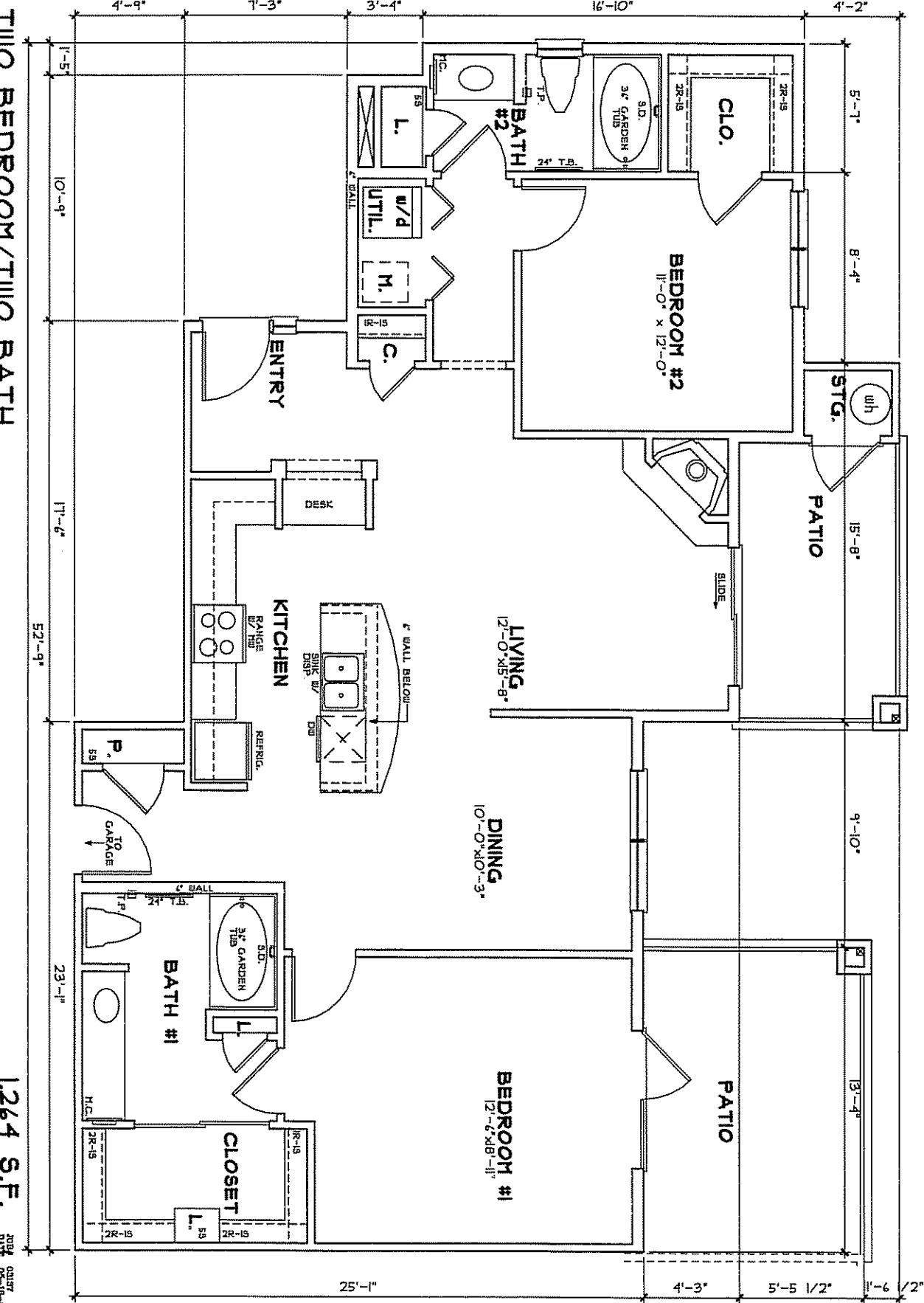


B3 TWO BEDROOM/TWO BATH

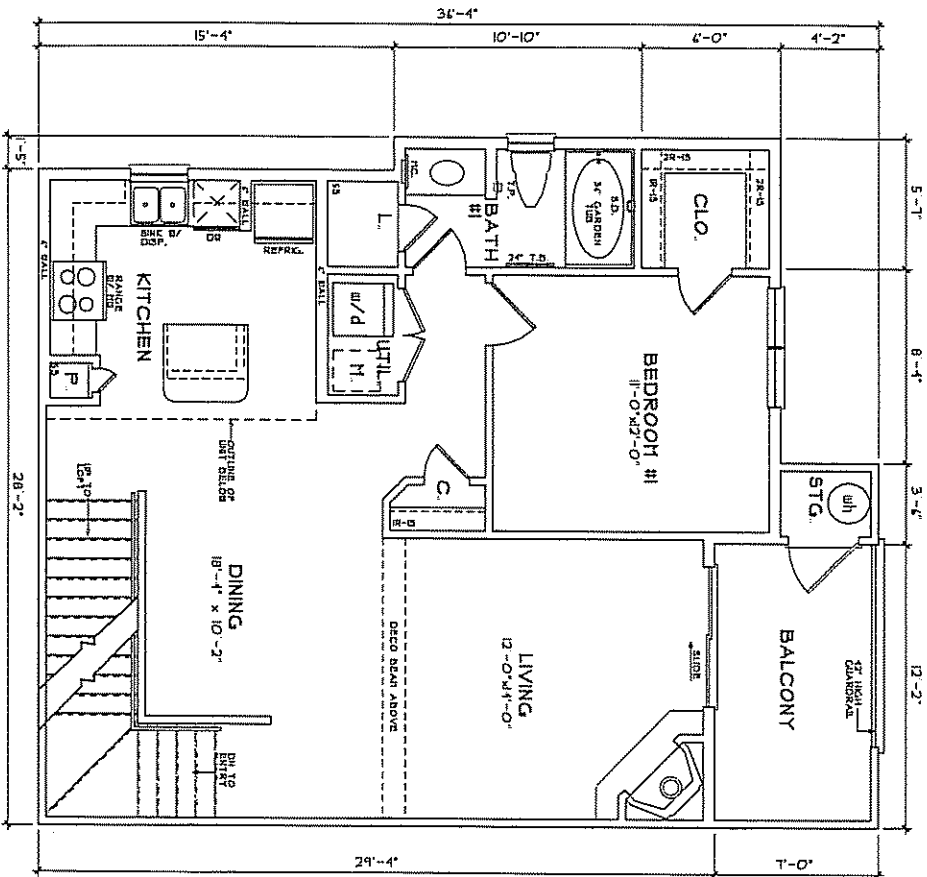
SCALE 1/4"=1'-0"

1,264 S.F.

NOT TO SCALE
2004-05-04
BETTER CUBIST OFFICE ARCHITECTURE, L.P.
© ALL RIGHTS RESERVED



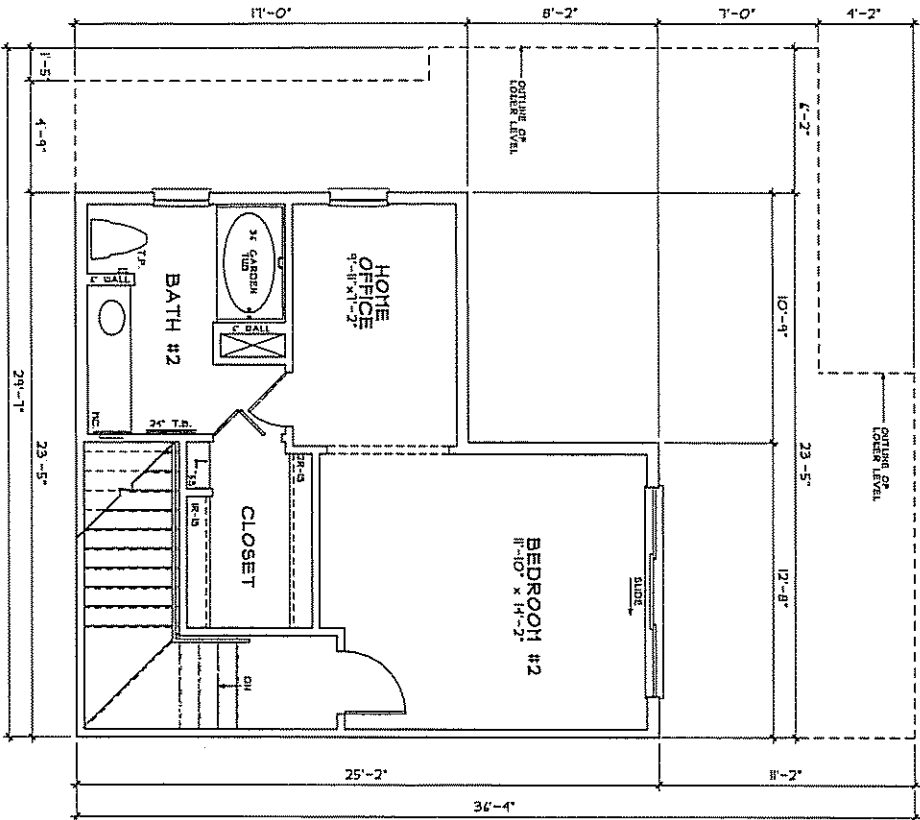
200509714570



B4L-1 TWO BEDROOM/TWO BATH
SCALE 1/4"=1'-0"

820 S.F.
TOTAL: 1,252 S.F.
STAIRS NOT INCLUDED IN S.F.

BO
ALL RIGHTS RESERVED
DATE 08-18-84
R06 0237
NORTH GUST ORDS ARCHITECTS, L.P.



B4L-2 TWO BEDROOM/TWO BATH
SCALE 1/4"=1'-0"

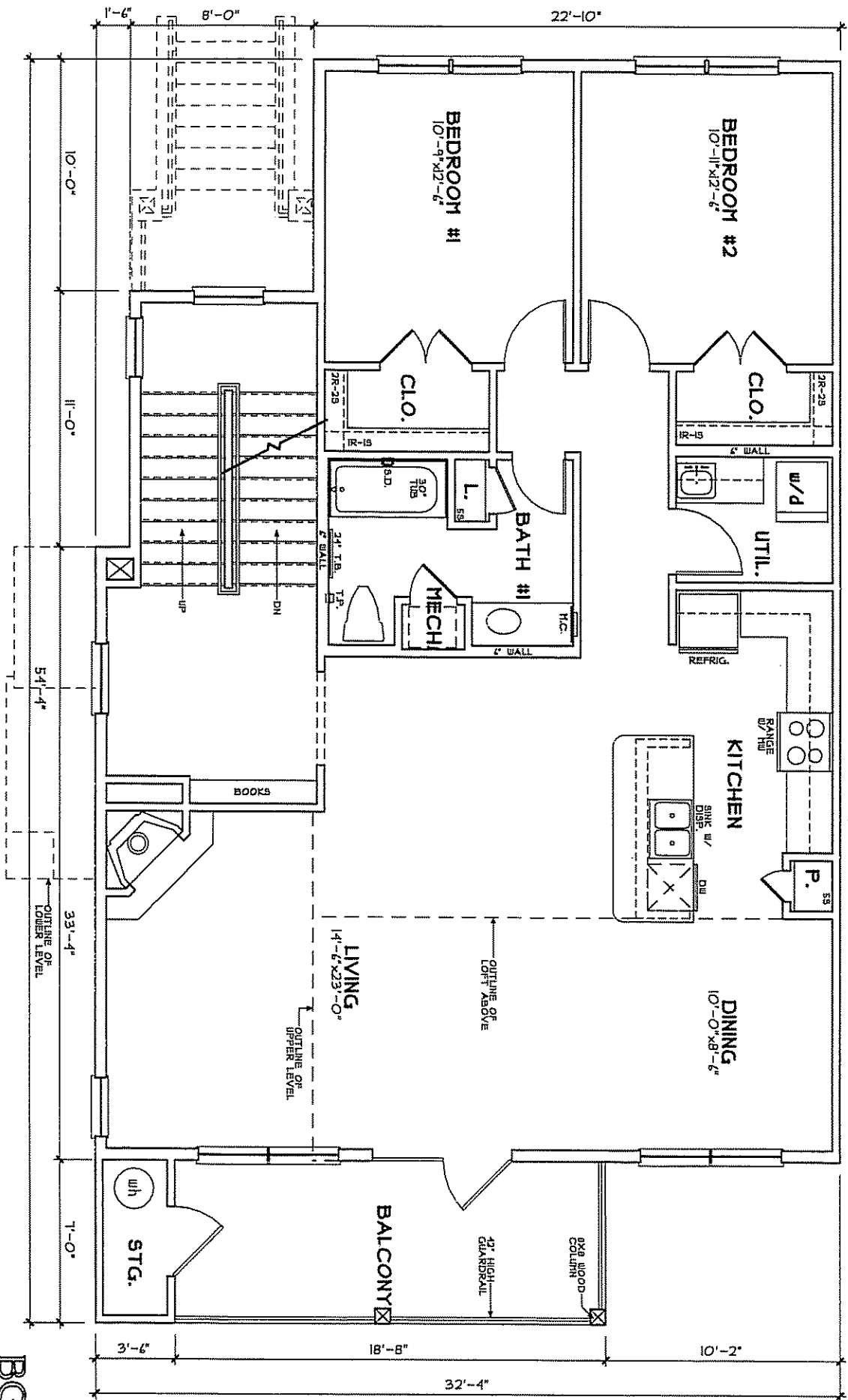
432 S.F.

CTH-1 THREE BEDROOM/TWO BATH

SCALE 1/4"=1'-0"

1,314 S.F.
TOTAL: 2,095 S.F.
STAIRS NOT INCLUDED IN S.F.

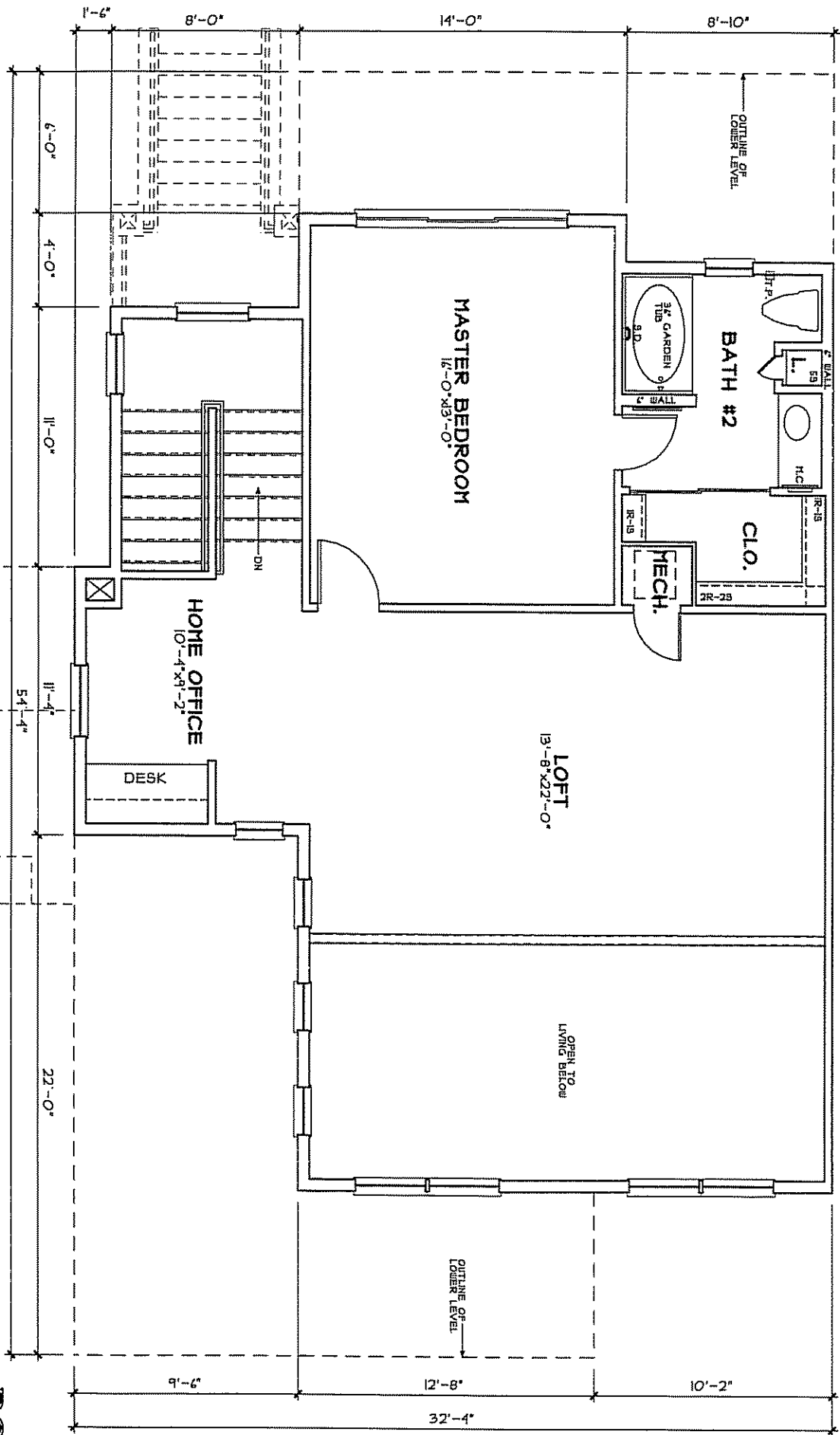
JOB# 06137
DATE 06-10-04
BECKER GUEST OWENS ARCHITECTS, L.P.
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CTH-2 THREE BEDROOM/TWO BATH

SCALE 1/4"=1'-0"

781 S.F.

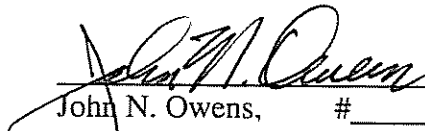


FLOOR PLAN CERTIFICATION STATEMENT

1. I hereby certify that I am a registered architect, registered professional engineer or registered professional land surveyor.

2. I hereby certify that the floor plans to the Monterra at Whitefish Condominium floor plans, dated 5-18-04 are an accurate copy of the plans filed with and approved by the city and county officers having jurisdiction to issue building permits.

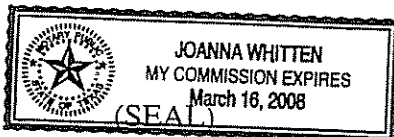
Dated this 29 day of MARCH, 2005.

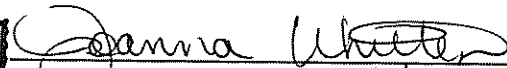

 John N. Owens, # 2554
 Beeler Guest Owens Architects
 4245 N. Central Expressway, Ste. 300
 Dallas, Texas 75205

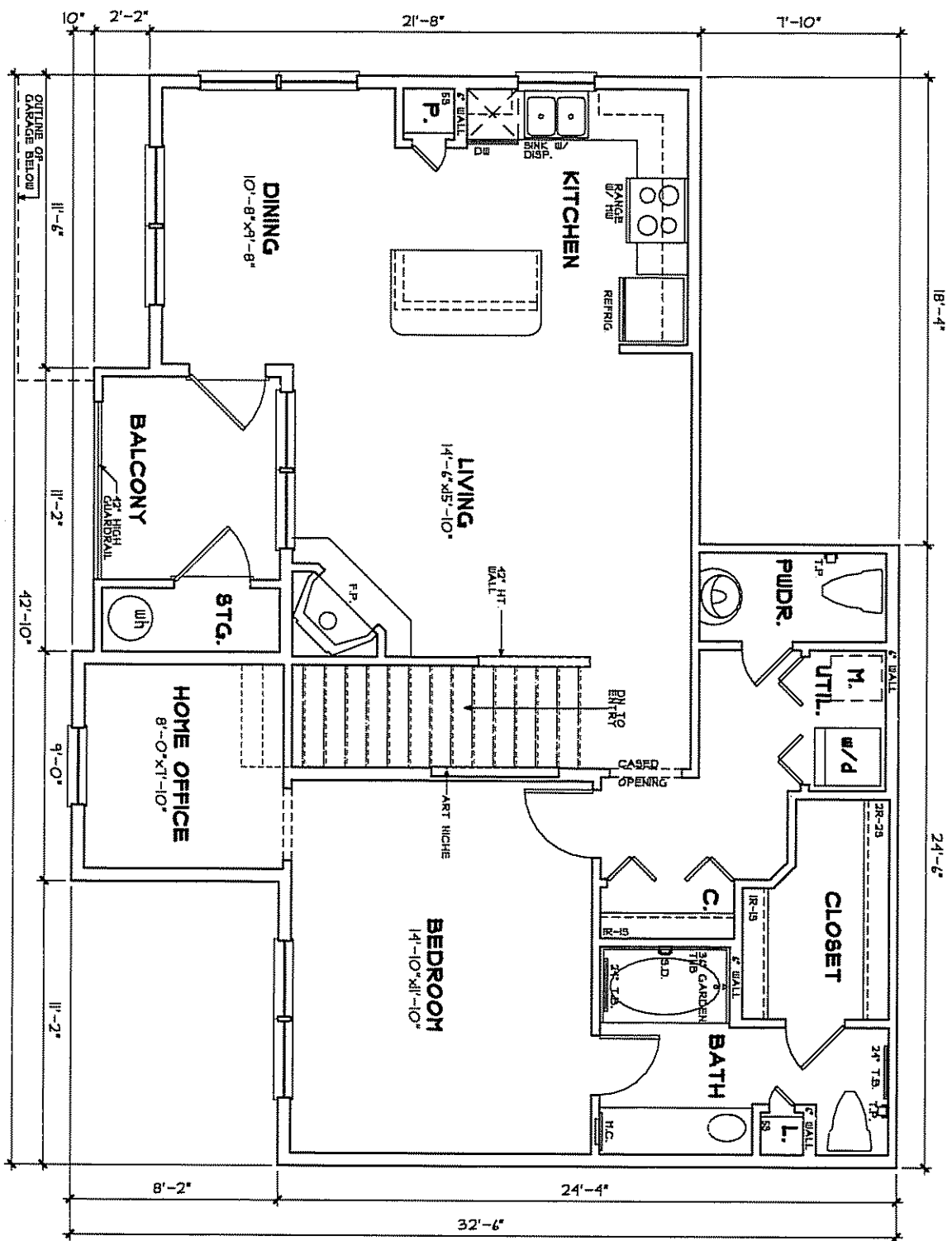
STATE OF Texas)
) :ss
 County of Dallas)

On this 29th day of March, 2005, before me, a Notary Public for the State of Texas, personally appeared before me John N. Owens, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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




 Print Name: Joanna Whitten
 Residing at: 4245 N. Central Expwy Suite 300 Dallas, TX 75205
 My commission expires: 3-16-08

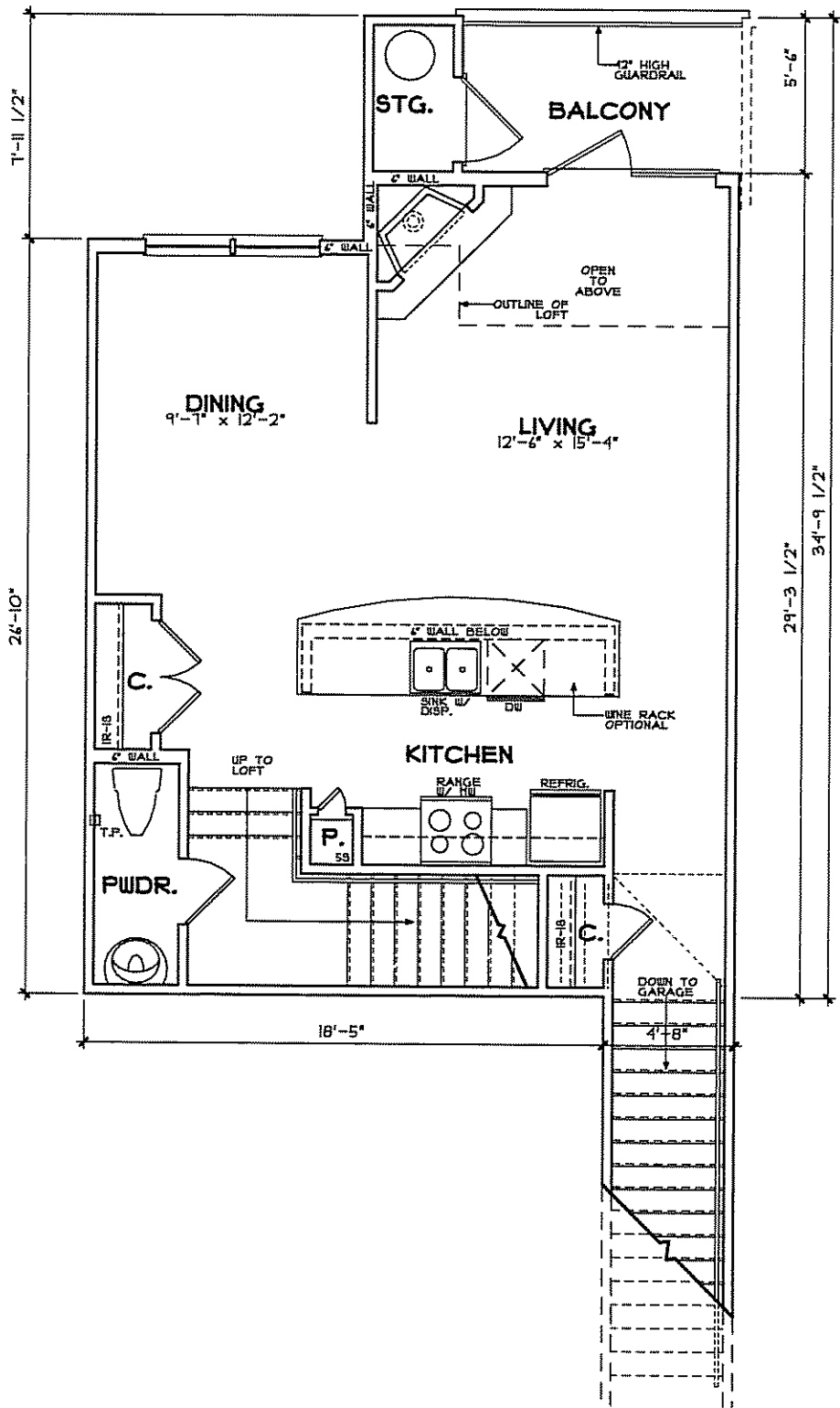


A1 ONE BEDROOM/ONE BATH

SCALE 1/4"=1'-0"

STAIRS NOT INCLUDED IN S.F.

990 S.F.



2004 0917
DATE 08-18-04
BRENNER GUEST HOUSE ARCHITECTS, L.P.
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A2L-1 ONE BEDROOM/ONE AND 1/2 BATH 591 S.F.
SCALE 1/4"=1'-0"
TOTAL: 1,140 S.F.
STAIR NOT INCLUDED IN S.F.

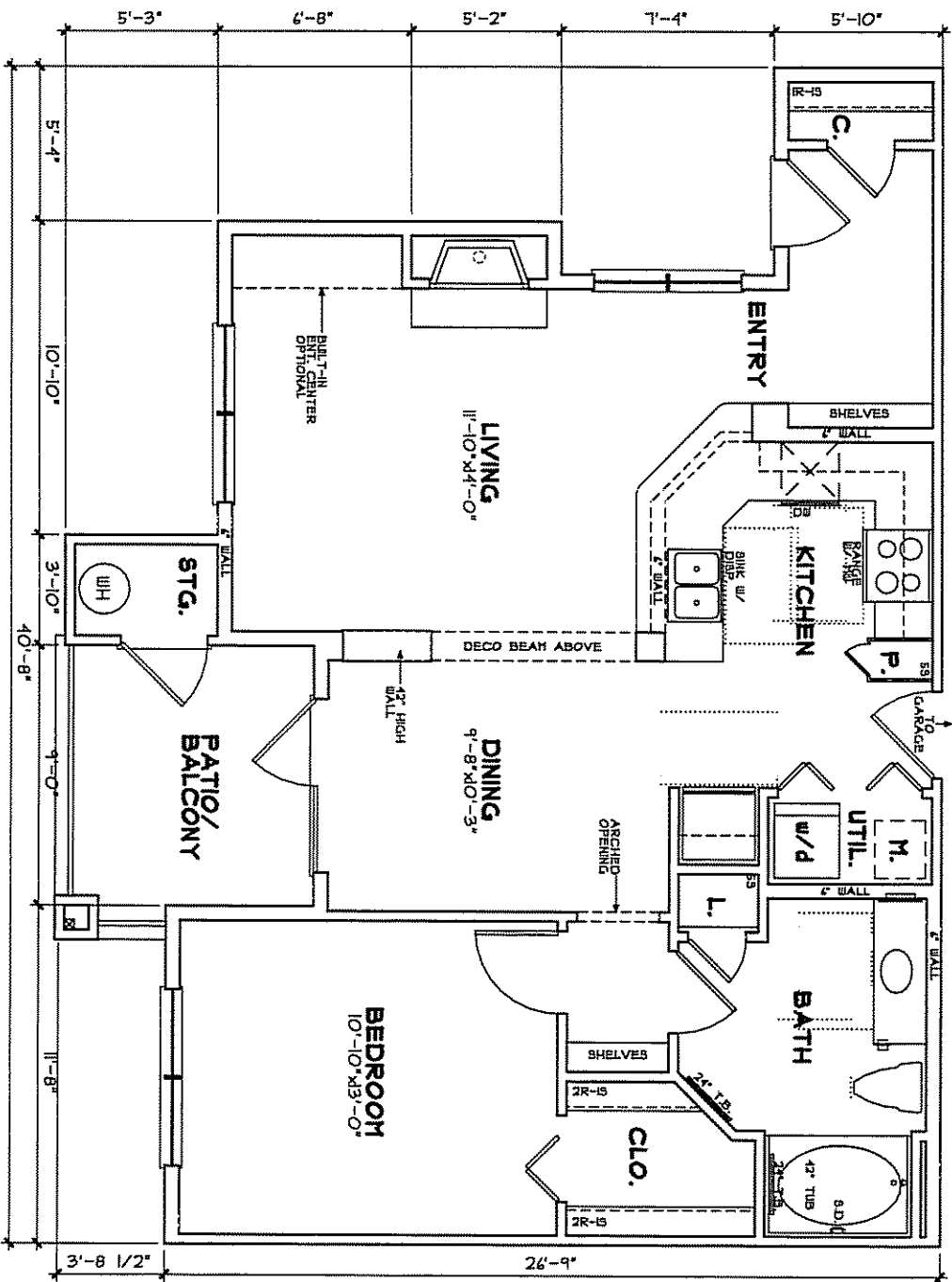
[illegible]

SCALE 1/4"=1'-0"

A3 ONE BEDROOM/ONE BATH

SCALE 1/4"=1'-0"

891 S.F.



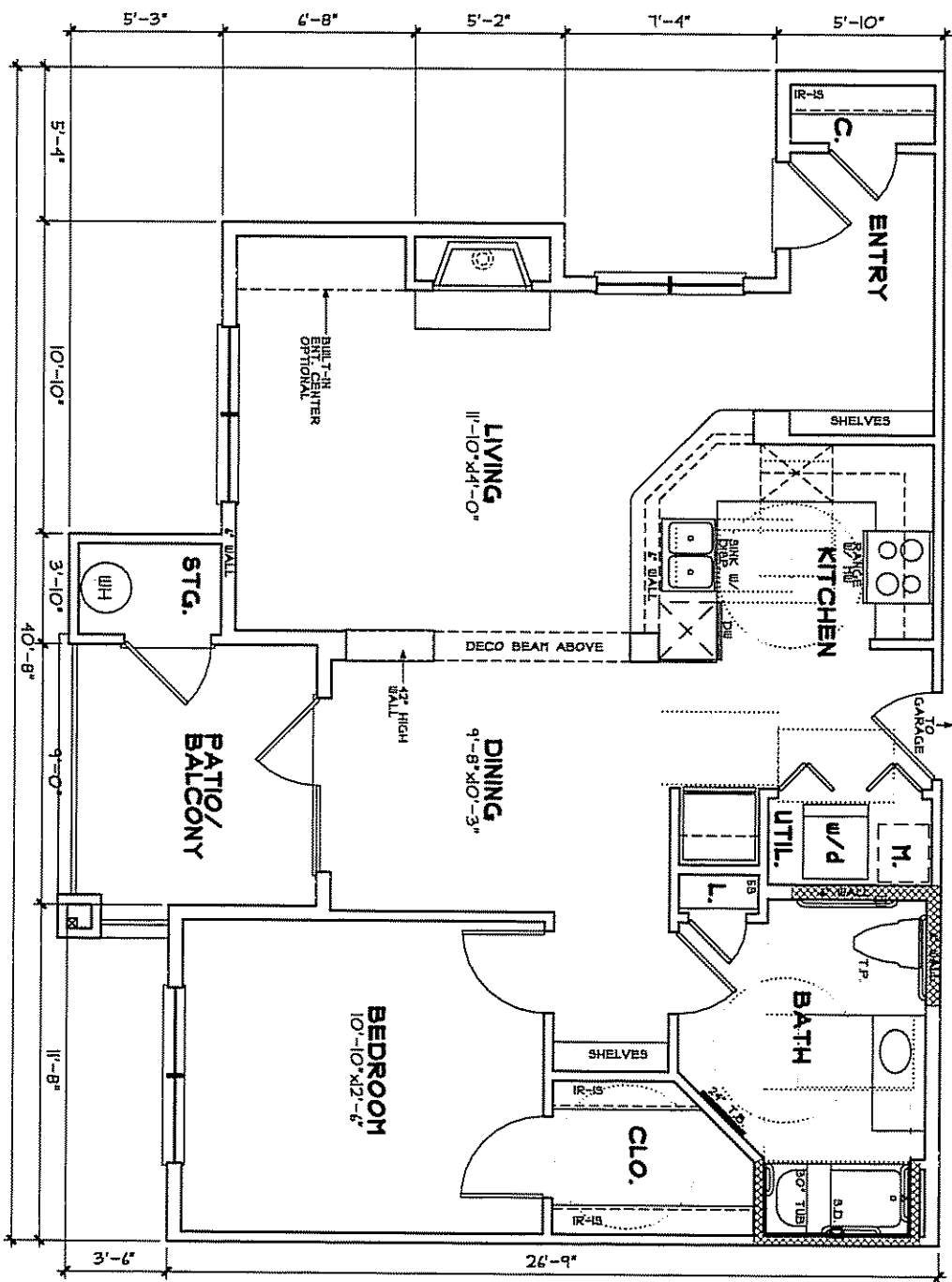
JOB# 03137
DATE 04-18-04
BROKER GUYTON ARCHITECTS, L.P.
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A3-HC ONE BEDROOM/ONE BATH

SCALE 1/4"=1'-0"

891 S.F.



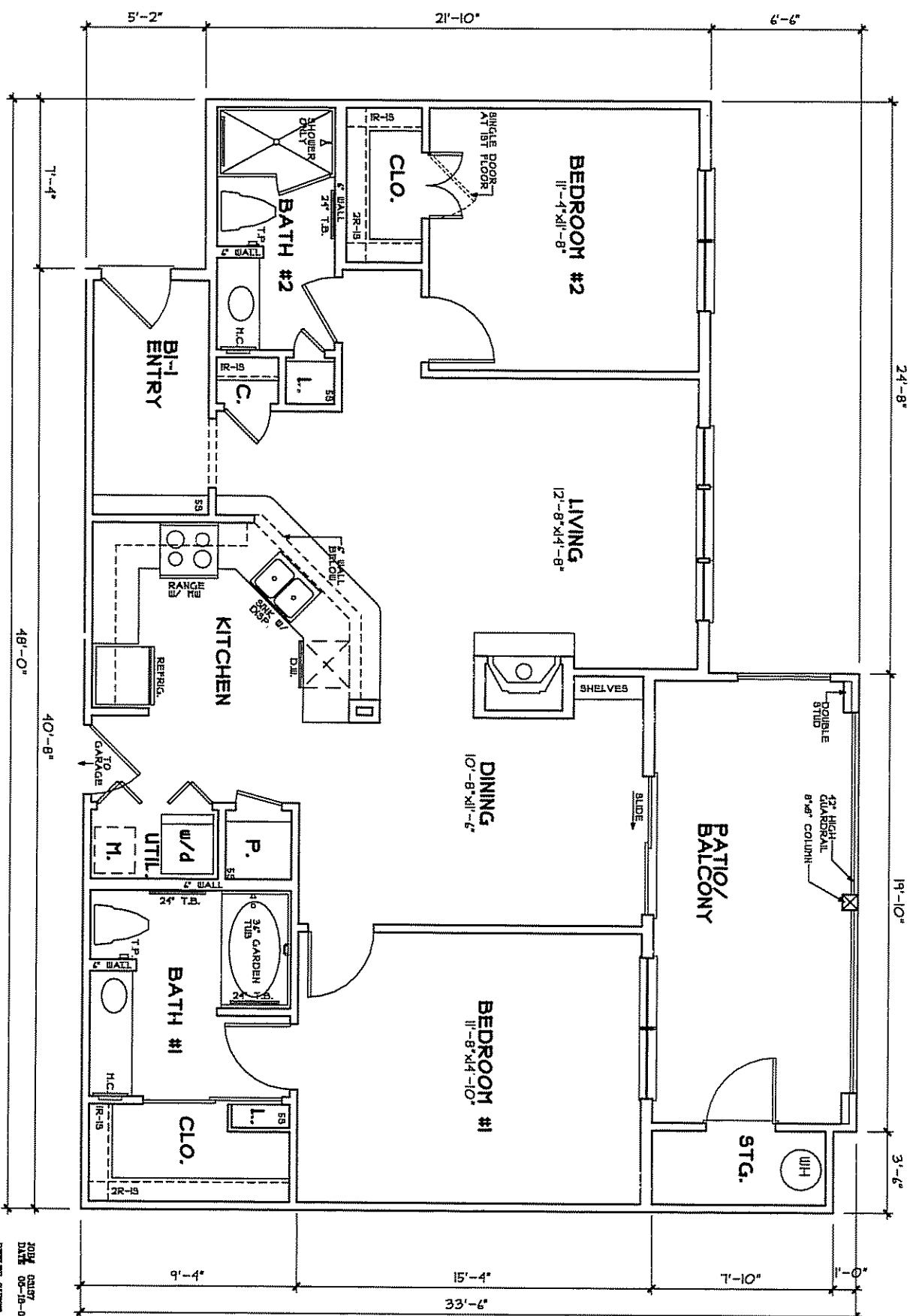
2004 04/07
DATE 06-18-04
REVISION CLIENT OPENING ARCHITECTURE, L.P.
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B1 TWO BEDROOM/TWO BATH
1/4"=1'-0"

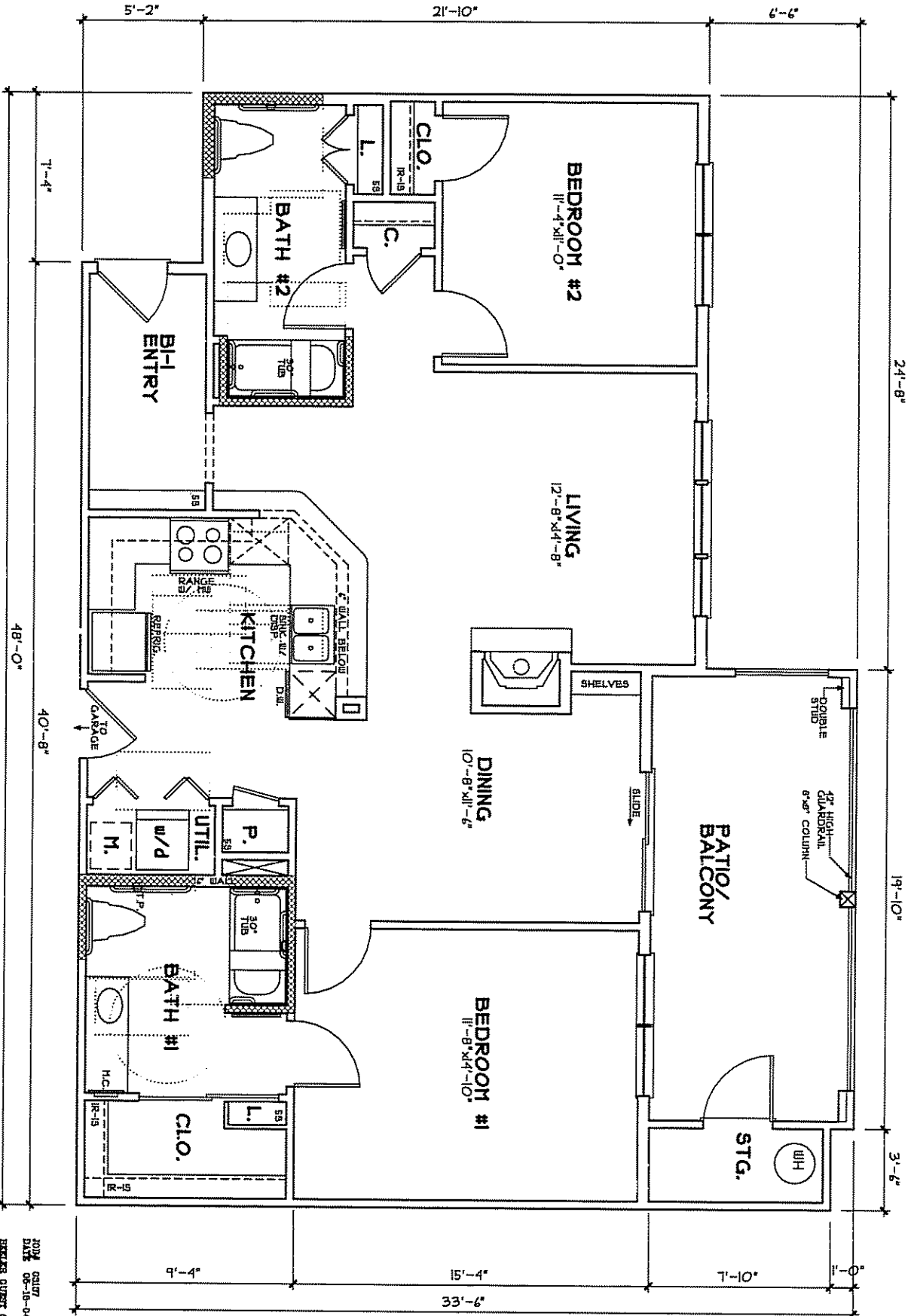
1,204 S.F.

JOB: 03157
 DATE: 05-18-04
 BENJAMIN GUEST OWENS ARCHITECTS, L.P.
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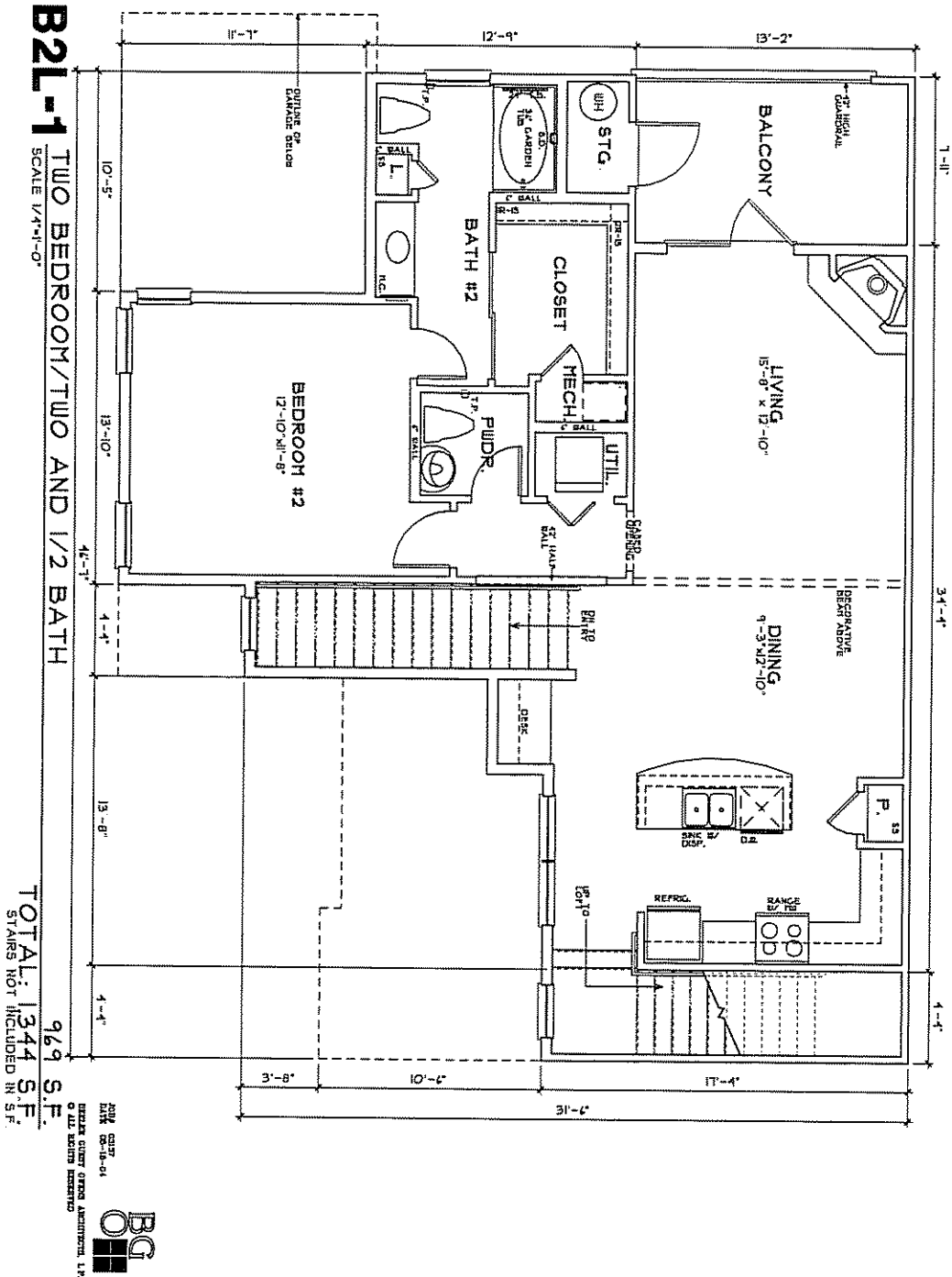
B1-HC TWO BEDROOM/TWO BATH
1/4"=1'-0"

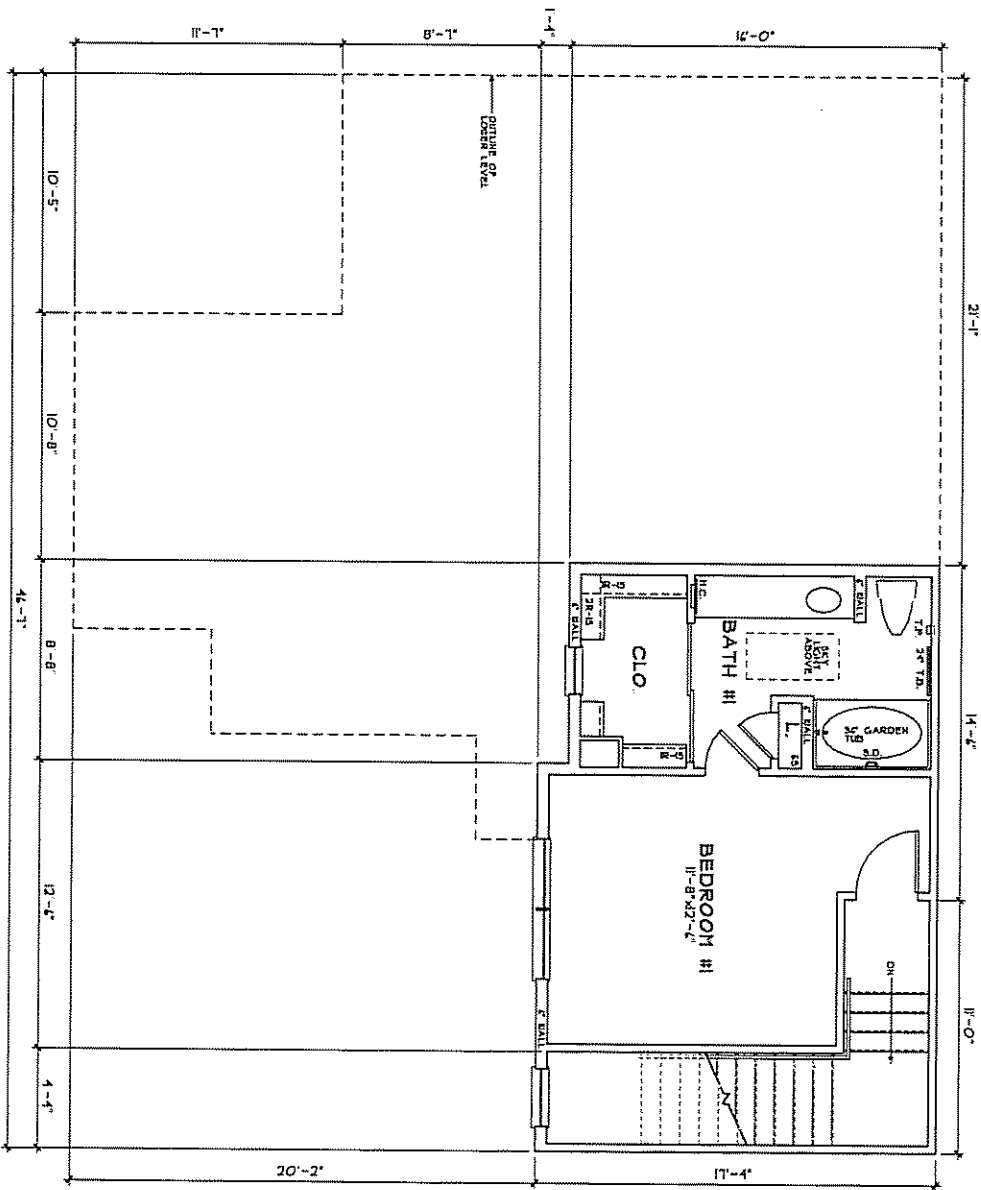
1204 S.F.



JOHN GILBERT
 DATE 06-18-64
 BRADLEY GILBERT OWENS ARCHITECTS, L.P.
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B2L-2 TWO BEDROOM/TWO AND 1/2 BATH
SCALE 1/4"=1'-0"
375 S.F.

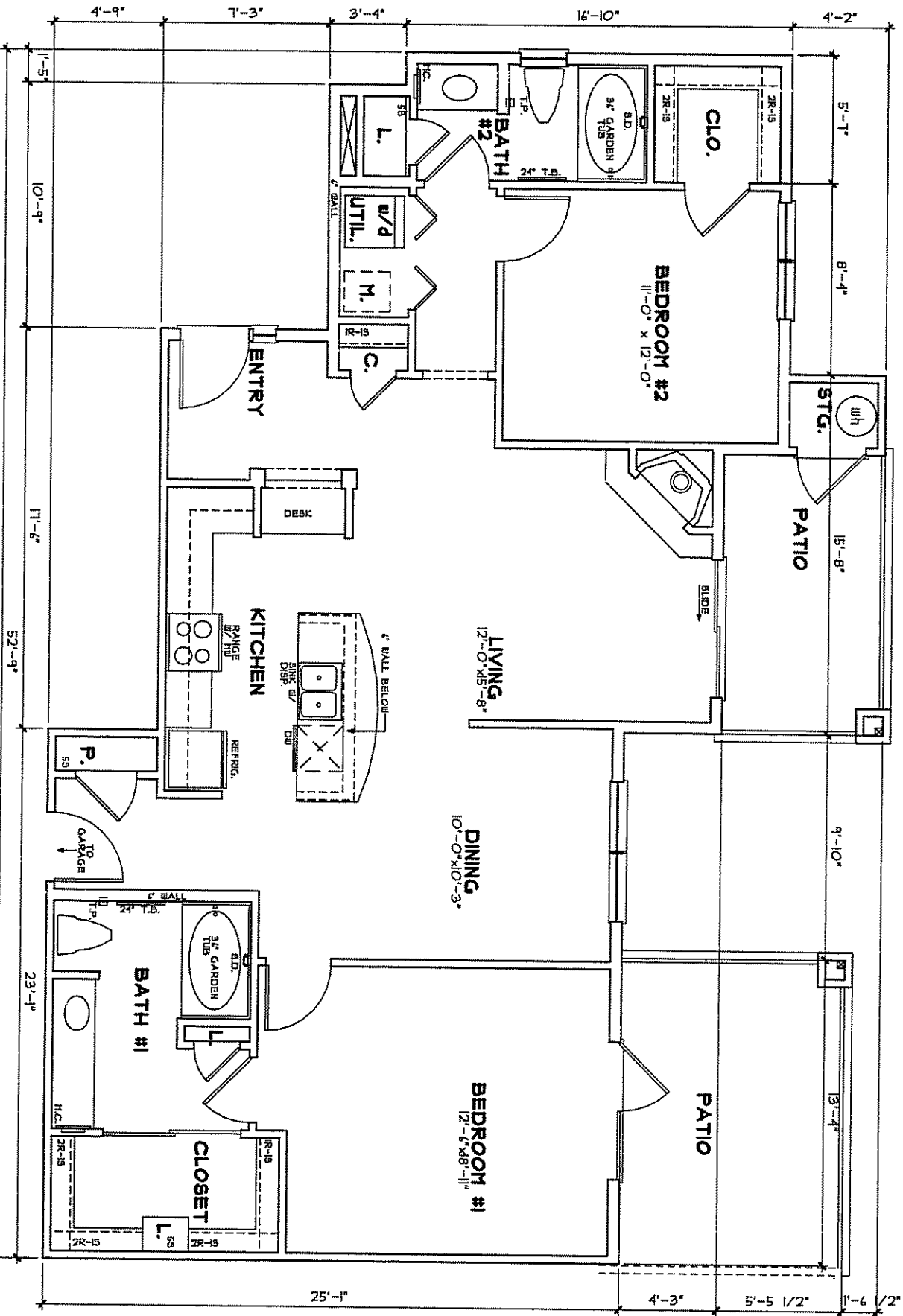
PROJECT
DATE 08-16-04
DESIGNED BY
ALL RIGHTS RESERVED

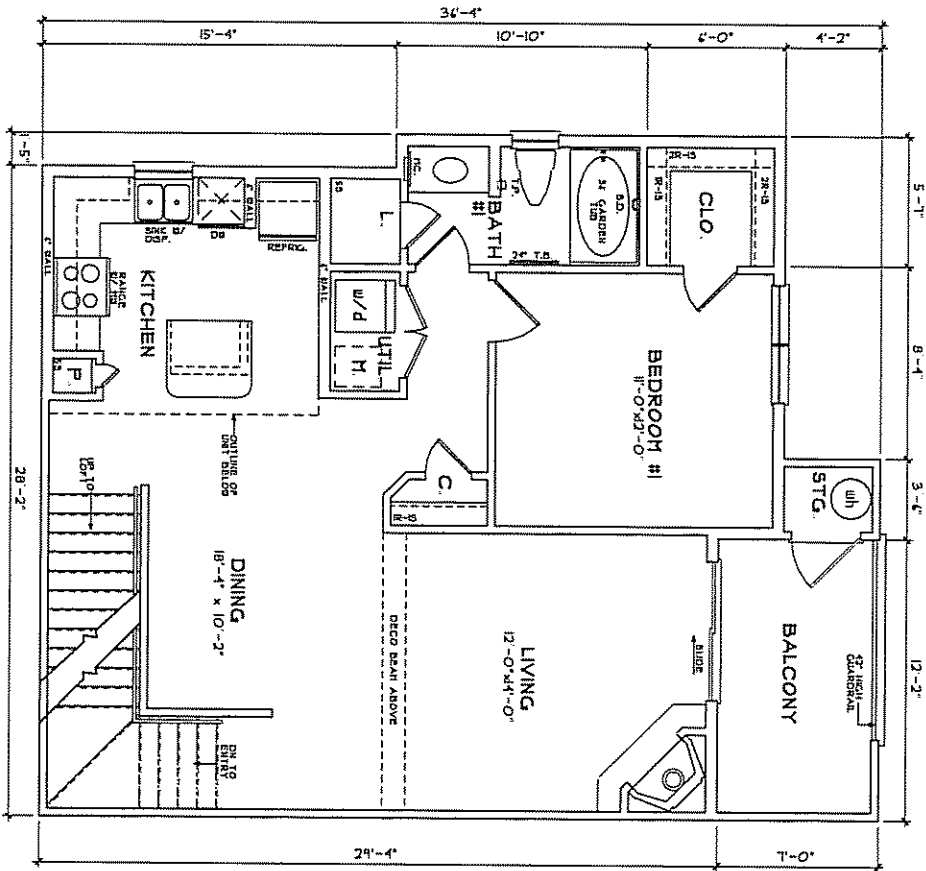
BQ

B3 TWO BEDROOM/TWO BATH
SCALE 1/4"=1'-0"

1.264 S.F.

JOB 02157
 DATE 05-18-04
 BROKER GUEST OWNER ARCHITECTS, L.P.
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B4L-1 TWO BEDROOM/TWO BATH

SCALE 1/4"=1'-0"

820 S.F.

TOTAL: 1252 S.F.

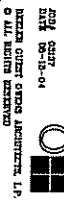
STAIRS NOT INCLUDED IN S.F.

2005097 14570

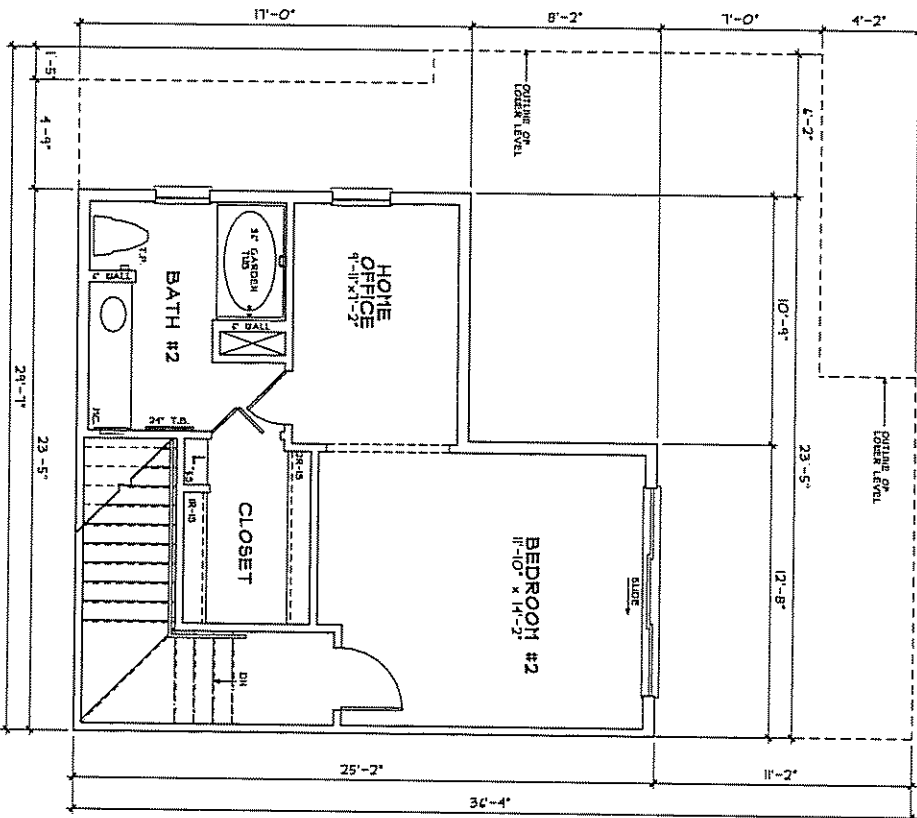
B4L-2 TWO BEDROOM/TWO BATH
SCALE 1/4"=1'-0"

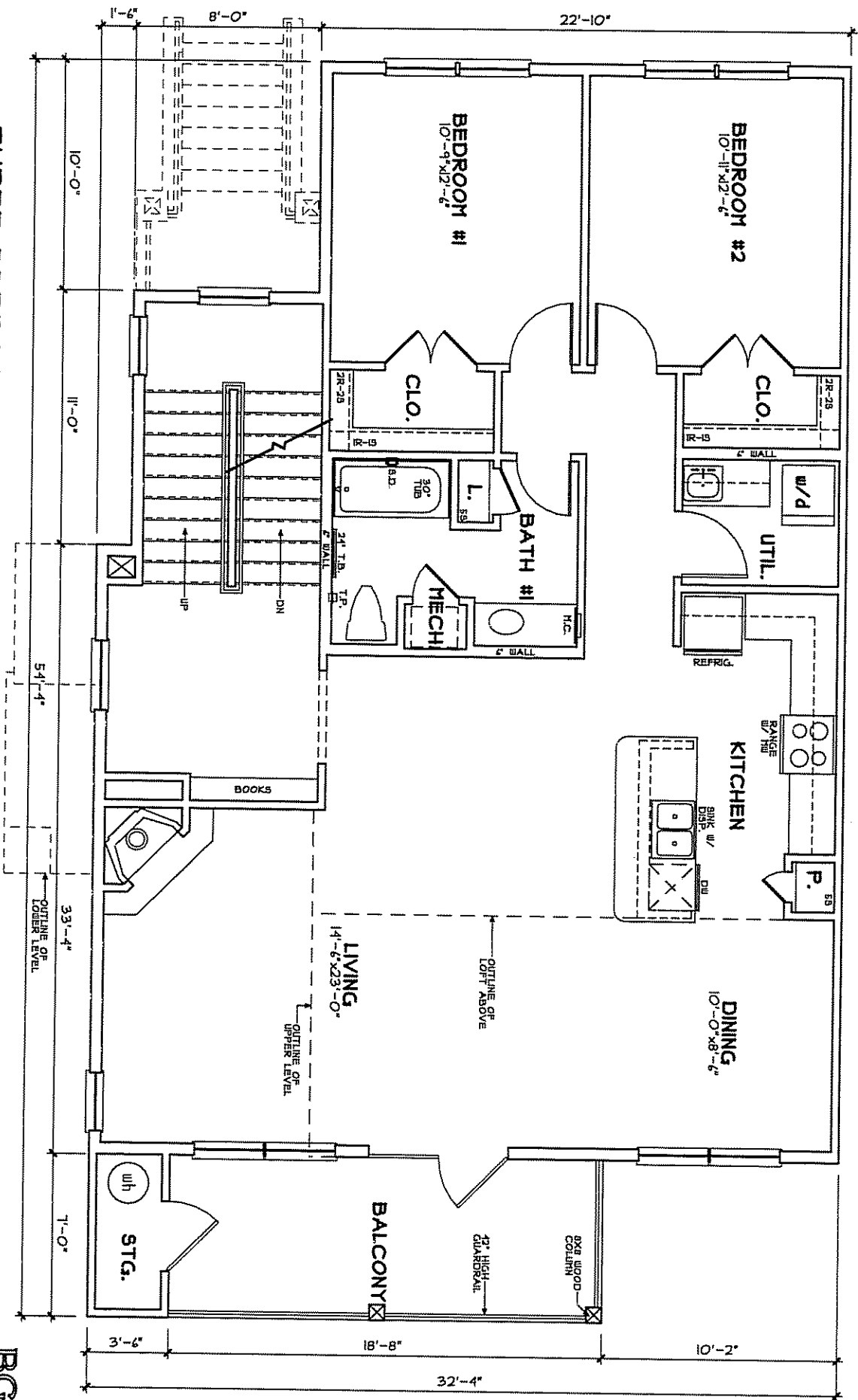
SCALE 1/4"=1'-0"

432 S.F.



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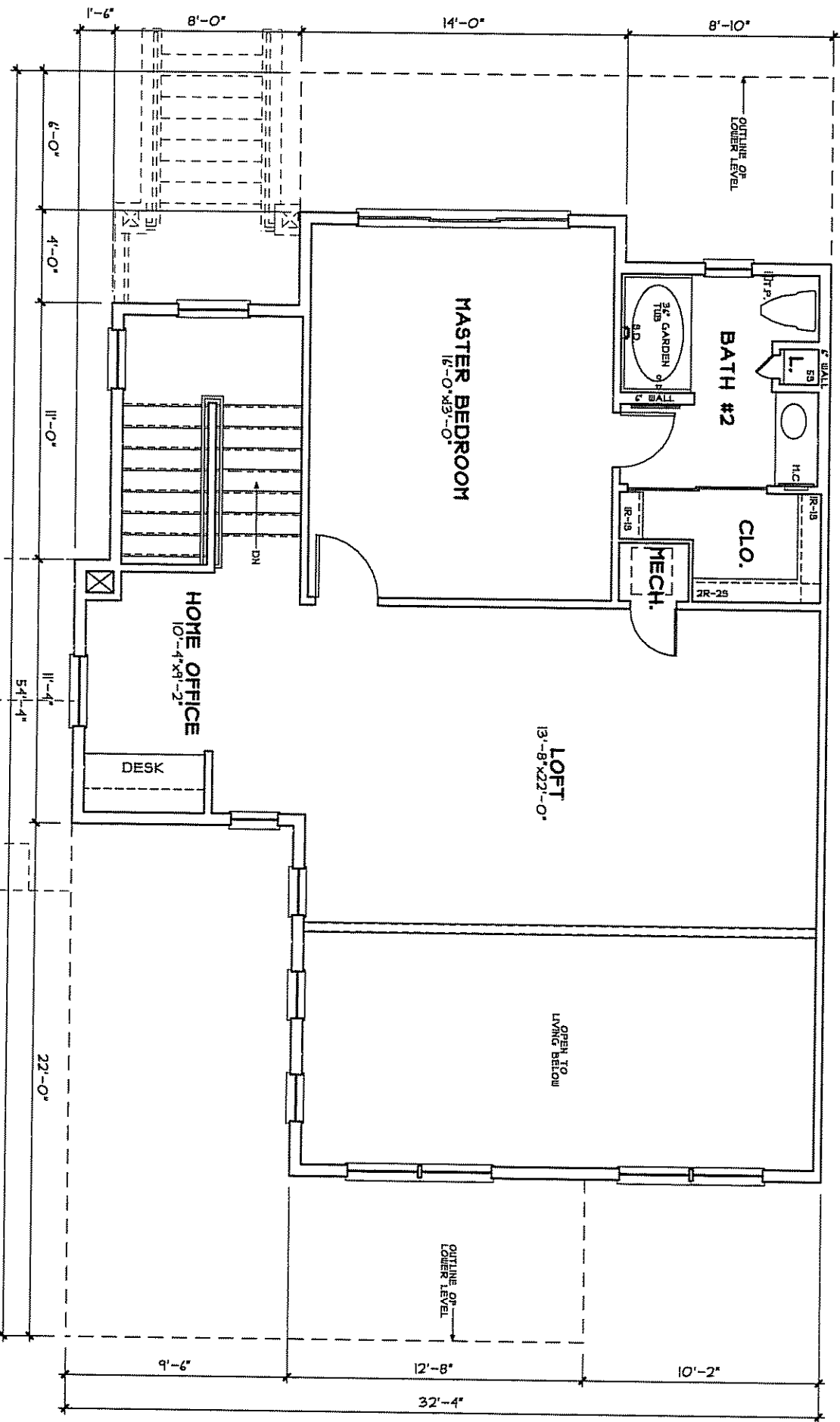


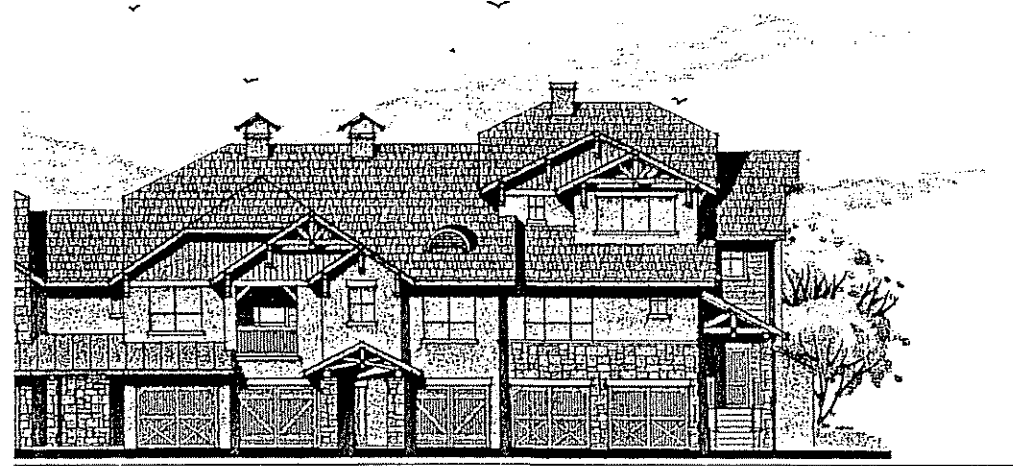
CTH-2

THREE BEDROOM/TWO BATH

181 S.F.

SCALE 1/4"=1'-0"





AT WHITEFISH

OMINIUMS or E CAPITAL, INC.

ENGINEERING, PLLC
J.L. STREET
JLA, MONTANA 59801
50-2817 FAX (406)542-2251
MELVIN

ENGINEERING, INC.
V HIGGINS, STE 200
JLA, MONTANA 59803
29-3300 FAX (406)549-3701
OGAN

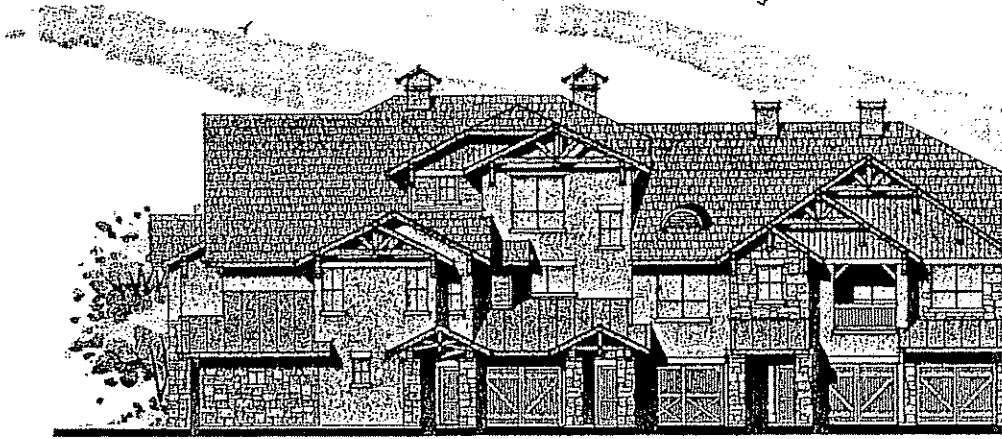
APE ASSOCIATES
OLF COURSE DR.
VIBIA FALLS, MONTANA 59912
92-3492 FAX (406)892-0367
LUTZ

ELECTRICAL
ENGINEER:

CIVIL
ENGINEER:

JPI ENGINEERING, P.C.
415 N. HIGGINS, STE 2
MISSOULA, MONTANA 59802
(406)721-3000 EXT. 2021
JAMES INGALLS

STUMPTOWN ARCHITECTURE
AND ENGINEERING, P.C.
P.O. BOX 651
WHITEFISH, MONTANA 59937
(406)892-8783 FAX (406)892-8784
BRETT WALCHECK



THE MONTERRA

160 CONDO
F

BROWNSTONE

ARCHITECT: B.G.O. ARCHITECTS L.P.
4245 N. CENTRAL EXPWY, STE 300
DALLAS, TEXAS 75205
(214)520-8878 FAX (214)520-8879
BOBBY FINTA

OWNER: BROWNSTONE CAPITAL, INC.
430 N. RYMAN, 2ND FLOOR
MISSOULA, MONTANA 59806
(406)541-9000 FAX (406) 541-9001

OWNER REP: BROWNSTONE CAPITAL, INC.
16838 S. 15TH AVE.
PHOENIX, ARIZONA 85045
(480)283-1391 FAX (480)283-1377
DAVID SANTERELLI

**MECHANICAL/
PLUMBING
ENGINEER:** JM ENG
501 HILL
MISSOULA
(406)551-1111
JOHN M. JAMES

**STRUCTURAL
ENGINEER:** AEGIS E
700 SW
MISSOULA
(406)821-1111
DAN H. CROFT

**LANDSCAPE
ARCHITECT:** SITESCAPE
385 GOLF COURSE
COLUMBIA
(406)891-1111
BRUCE A. SITES

2005097 14570

TABULATION

MONTERRA			JOB NUMBER		03137	
UNIT TABULATION			CREATED			
TYPE	AREA	NO.	%	TOTAL AREA		
A1	990	32	20.00%	31480		
A2L	1140	14	8.75%	15960		
A3	891	8	5.00%	1128		
B1	1204	56	35.00%	67424		
B2L	1344	14	8.75%	18816		
B3	1264	14	8.75%	17496		
B4L	1252	14	8.75%	17528		
CTH	2802	8	5.00%	22416		
TOTAL		160	100.00%	198448		

AVERAGE UNIT SIZE: 1240 S.F.

BUILDING TABULATION				
TYPE	COUNT	UNIT TYPES	BLDG. AREA	TOT. AREA
A	8	2-A1-A2L-A3-B1-B2L-B3-B4L-CTH	14598	116784
B	4	2-A1-A2L-A3-B1-B2L-B3-B4L	11794	101776
C	2	2-A1-A3	5544	11088
TOTAL	14			198448

BUILDING AREA ANALYSIS

BLDG. TYPE	FLOOR AREA *	ALLOWABLE PER FLOOR TYPE 5A (TABLE 503)	STATUS
A	1ST 10,114 S.F.	12,000 S.F.	O.K.
	2ND 9,460 S.F.		O.K.
	3RD 2,710 S.F.		O.K.
B	1ST 9,061 S.F.	12,000 S.F.	O.K.
	2ND 7,121 S.F.		O.K.
	3RD 1,588 S.F.		O.K.
C	1ST 4,924 S.F.	12,000 S.F.	O.K.
	2ND 4,822 S.F.		O.K.

* FLOOR AREA = AREA USEABLE UNDER THE HORIZONTAL PROJECTION OF THE ROOF OR FLOOR ABOVE.

* REFER TO BUILDING PLAN SHEET FOR DETAILED ANALYSIS.

FAIR HOUSING ACCESSIBILITY GUIDELINES

I. BUILDING ENTRANCE MUST BE ON AN ACCESSIBLE ROUTE.

- REQUIREMENTS AS LISTED ANSI A117.1 - 1992
- PROTRUDING OBJECTS 4.4
- FLOOR SURFACES 4.5
- PARKING SPACES 4.6
- CURB RAMPS 4.7
- STAIRS 4.8
- ELEVATORS 4.9
- PLATFORM LIFTS 4.10
- DOORS 4.13

II. ACCESSIBLE AND USEABLE PUBLIC AND COMMON USE AREAS

- MUST BE ON AN ACCESSIBLE ROUTE BUT RAMPS OR HOISTS INTO THE POOL NOT REQUIRED BY F.H.A. BUT IS REQUIRED BY 1991 U.B.C. 3105.6.14

III. USEABLE DOORS

- ON ACCESSIBLE ROUTES, DWELLING UNIT ENTRIES AND IN CLUB LEASING OFFICE ARE TO MEET ANSI 117.1 SECTION 4.13 STANDARDS
- IN DWELLING UNITS 34" CLEAR OPENING IS REQUIRED ON ALL PASSAGE DOORS
- LEVER TYPE HARDWARE IS REQUIRED ON ENTRY DOORS ONLY
- 34" CLEAR OPENING IS REQUIRED TO BALCONIES AND PATIOS (4" SLIDING PATIO DOOR IS ACCEPTABLE)

IV. ACCESSIBLE ROUTE REQUIRED INTO AND THROUGH THE DWELLING UNIT

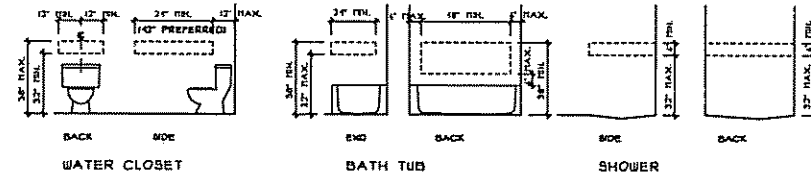
- ALL PASSAGES (EXCEPT DOORS) TO BE 36" MINIMUM WIDTH
- CHANGES IN FLOOR SURFACE HEIGHT GREATER THAN 1/2" TO BE RAMPED
- FIRST FLOOR OF UNITS WITH LOFTS (WHEN FIRST FLOOR IS ON GROUND LEVEL) MUST COMPLY WITH ACCESSIBILITY STANDARDS IN BUILDINGS WITH ELEVATORS ONLY
- THRESHOLDS (3/4" MAXIMUM) SLOPED AT 1:2
- 1/2" MAXIMUM DROP AT PATIOS/BALCONIES UNLESS PATIO IS OF IMPERVIOUS SURFACE, THEN 4" MAXIMUM DROP
- 1/2" MAXIMUM DROP AT ENTRY DOORS, 1/8" / FT. SLOPE AWAY FROM DOOR ALLOWED FOR DRAINAGE

V. LIGHT SWITCHES, ELECTRICAL OUTLETS, THERMOSTATS IN ACCESSIBLE LOCATIONS

- LOCATION IN GENERAL ABOVE FINISH FLOOR LEVEL 15" MINIMUM - 48" MAXIMUM
- MAXIMUM HEIGHT AT KITCHEN AND BATH CABINETS IS 44"
- DOES NOT APPLY TO CIRCUIT BREAKERS
- APPLIANCE CONTROLS ARE NOT COVERED
- OUTLETS FOR REFRIGERATOR OR BUILT-IN MICROWAVE OVENS MAY BE IN NON-ACCESSIBLE LOCATIONS

VI. REINFORCED WALLS FOR GRAB BARS

- REINFORCEMENT REQUIRED AT SIDE AND REAR OF WATER CLOSET OR FOR A SWINGAWAY GRAB BAR IF NOT LOCATED ADJACENT TO A WALL
- REINFORCEMENT REQUIRED AT BATH TUBS AND SHOWERS IN AREAS SHOWN IN DIAGRAMS
- REINFORCEMENT MAY BE BY PLYWOOD OR SOLID BLOCKING
- REINFORCEMENT OF PRE-FABRICATED TUB-SHOWER UNITS ARE NOT REQUIRED



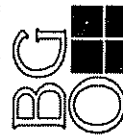
VII. USEABLE KITCHENS AND BATHROOMS

- KITCHENS:
 - 30" X 48" CLEAR SPACE REQUIRED FOR PARALLEL APPROACH AT RANGE AND SINK, PARALLEL OR FORWARD APPROACH AT OVEN, DISHWASHER, REFRIGERATOR AND TRASH COMPACTORS
 - CLEARANCE BETWEEN OPPOSING CABINETS OR APPLIANCES IS 40"
 - IF SINK OR RANGE AT THE BASE OF "U" SHAPED KITCHEN, EITHER 40" TURNING RADIUS, OR REMOVABLE BASE CABINET TO ALLOW FORWARD APPROACH
- BATHROOMS:
 - MANEUVERING SPACE REQUIRED (30" X 48") OUTSIDE DOOR SWING ARC AND MAY INCLUDE KNEE SPACE OR TOE SPACE AT BATHROOM FIXTURE
 - CLEAR FLOOR SPACE REQUIRED AT ALL WATER CLOSETS, TUBS AND LAVATORIES

REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

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DATE
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PROJECT
03137

SHEET NUMBER

1.0

CODE
ANALYSIS

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CODE ANALYSIS

INTERNATIONAL BUILDING CODE ANALYSIS

APPLICABLE BUILDING CODES
2000 INTERNATIONAL BUILDING CODE

USE GROUPS & OCCUPANCY CLASSIFICATION

CHAPTER 3

CLUB/LEASING CENTER *A-3 *303.1

RESIDENTIAL APARTMENTS *R-2 *310.1

PRIVATE GARAGES AND CARPORTS *U *312.1

MIXED OCCUPANCIES AND REQUIRED SEPARATIONS *302.3

BUILDING HEIGHTS AND AREA LIMITATIONS

CHAPTER 5

TABLE 503

ALLOWABLE HEIGHTS & BUILDING AREAS

A-3 WITH TYPE V-A (PROTECTED) CONSTRUCTION CAN BE 2 STORIES & HAVE 11,500 S.F. PER STORY WITH MAX HEIGHT OF 50 FEET

A-3 WITH TYPE V-B (UNPROTECTED) CONSTRUCTION CAN BE 1 STORY & HAVE 11,500 S.F. PER STORY WITH MAX HEIGHT OF 10 FEET

R-2 WITH TYPE V-A (PROTECTED) CONSTRUCTION CAN BE 3 STORIES & HAVE 11,500 S.F. PER STORY WITH MAX HEIGHT OF 50 FEET

R-2 WITH TYPE V-B (UNPROTECTED) CONSTRUCTION CAN BE 2 STORIES & HAVE 11,500 S.F. PER STORY WITH MAX HEIGHT OF 40 FEET

HEIGHT MODIFICATION

*504

AUTOMATIC SPRINKLER INCREASE
INCREASE OF 20 FEET AND ONE STORY TO MAX HEIGHT WITH
APPROVED AUTOMATIC SPRINKLER SYSTEM

AREA MODIFICATIONS

*506

GENERAL *506.1
AREAS LIMITED BY TABLE 503 CAN BE INCREASED BY FRONTAGE AND AUTO.
SPRINKLER PROTECTION BY THE FORMULAS IN SEC 506.1 AND 506.2

TYPES OF CONSTRUCTION

CHAPTER 6

TYPE I NON COMBUSTIBLE *602.2
TYPE II EXTERIOR WALLS NON COMBUSTIBLE *602.3
TYPE III HEAVY TIMBER *602.4
TYPE IV ANY MATERIALS PERMITTED *602.5

TABLE 601

FIRE RESISTANCE RATING REQUIREMENTS

TYPE V-A (PROTECTED) MINIMUM 1HR FIRE RATING
FOR STRUCTURAL FRAME, BEARING WALLS, FLOOR AND ROOF
TYPE V-B (UNPROTECTED) NON-RATED CONSTRUCTION

FIRE RESISTANCE RATED CONSTRUCTION

CHAPTER 7

FIRE PARTITIONS

*708

WALLS SEPARATING DWELLING UNITS AND CORRIDOR WALLS MUST
BE CONSTRUCTED OF 1 HR FIRE RESISTIVE CONSTRUCTION

HORIZONTAL ASSEMBLIES

*710

FLOOR AND ROOF ASSEMBLIES SEPARATING DWELLING UNITS MUST
BE CONSTRUCTED OF 1 HR FIRE RESISTIVE CONSTRUCTION

FIRE BLOCKING

*714.2

2X FIRE BLOCKING REQUIRED AT DOUBLE STUD WALLS,
CONCEALED WALL SPACES, HOR. & VERT. CONNECTION
SPACES, STAIRWAY STRINGERS, CEILING & FLOOR OPENINGS,
AND CONTINUOUS ARCHITECTURAL TRIM

DRAFTSTOPPING IN FLOORS

*714.3

MATERIALS *714.3.1
DRAFTSTOP CAN BE 1/2" GYP. BD., 3/8" WOOD PANEL OR
3/8" PARTICLE BD. WITH MAINTAINED INTEGRITY

USE GROUP R

*714.3.2

DRAFTSTOP SHALL BE LOCATED ABOVE & IN LINE W/ DWELLING
UNIT AND TENANT SEPARATIONS

EXCEPTIONS

1. DRAFTSTOPPING NOT REQUIRED WHEN BUILDING IS EQUIPPED
THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
2. SPRINKLER SYSTEMS MUST ALSO BE INSTALLED IN CONCEALED
COMBUSTIBLE SPACES

DRAFTSTOPPING IN ATTICS

*714.4

USE GROUP R *714.4.2
DRAFTSTOP SHALL BE LOCATED ABOVE & IN LINE W/ DWELLING
UNIT AND TENANT SEPARATIONS AS WELL AS ATTICS, MANSARDS,
OVERHANGS AND OTHER CONCEALED ROOF SPACES

EXCEPTIONS

1. WHERE CORRIDOR WALLS PROVIDE A TENANT OR DWELLING UNIT
SEPARATION, DRAFTSTOPPING IS ONLY REQ'D OVER ONE CORRIDOR WALL.
2. DRAFTSTOPPING NOT REQUIRED WHEN BUILDING IS EQUIPPED
THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
3. BLDGS THAT DO NOT EXCEED 4 STORIES SHALL BE HAVE ATTIC
SPACES SUBDIVIDED INTO AREAS NOT EXCEEDING 3,000 SQ. FT.
OR ABOVE EVERY TWO DWELLING UNITS, WHICHEVER IS SMALLER.

THERMAL AND SOUND INSULATING MATERIALS

*718

INSULATION MATERIALS SHALL HAVE A FLAME SPREAD INDEX OF NO MORE
THAN 25 AND A SMOKE DEVELOPED INDEX OF NO MORE THAN 450

FIRE PROTECTION SYSTEMS

CHAPTER 9

USE GROUP A-3

*903.2.1.3

AN AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE PROVIDED TO BUILDINGS
WHERE ONE OR MORE OF THE FOLLOWING CONDITIONS EXIST:

1. FIRE AREA EXCEEDS 12,000 S.F.
2. FIRE AREA OCCUPANT LOAD EXCEEDS 300
3. FIRE AREA IS LOCATED ON A FLOOR LEVEL OTHER THAN LEVEL OF
EXIT DISCHARGE

USE GROUP R-2

*903.2.8

AN AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE PROVIDED TO BUILDINGS
MORE THAN 2 STORIES IN HEIGHT AND HAVING 14 OR MORE DWELLING UNITS

NFPA 13R SPRINKLER SYSTEMS

*903.3.1.2

WHERE ALLOWED IN BLDGS. UP TO AND INCLUDING 4 STORIES, AUTOMATIC FIRE
SPRINKLERS CAN BE INSTALLED THROUGHOUT, IN ACCORDANCE WITH NFPA 13R

FIRE ALARM AND DETECTION SYSTEMS

*901

FIRE DETECTION SYSTEM FOR GROUP R-2

*901.2.9

A FIRE ALARM SYSTEM SHALL BE INSTALLED WHERE
1. ANY DWELLING UNIT LOCATED 3 OR MORE STORIES ABOVE LEVEL
OF EXIT DISCHARGE
2. ANY DWELLING UNIT LOCATED MORE THAN ONE STORY BELOW THE
LEVEL OF EXIT DISCHARGE
3. ANY BUILDING CONTAINING MORE THAN 14 DWELLING UNITS

SINGLE AND MULTI-STATION SMOKE ALARMS

*901.2.10

SMOKE ALARMS SHALL BE INSTALLED AND MAINTAINED REGARDLESS
OF OCCUPANT LOAD IN ALL OF THE FOLLOWING LOCATIONS:
1. ON THE CEILING OR WALL OUTSIDE EVERY SLEEPING AREA
2. INSIDE EACH ROOM USED FOR SLEEPING PURPOSES
3. IN EACH STORY WITHIN A DWELLING UNIT INCLUDING BASEMENTS
AND CELLARS

VISUAL ALARM REQUIREMENTS

*901.9.1.3

GROUP R-2 OCCUPANCIES REQ'D TO HAVE FIRE ALARM SYSTEMS PER SEC.
901 ALL DWELLING UNITS SHALL BE PROVIDED W/ THE CAPABILITY
TO SUPPORT VISUAL ALARM NOTIFICATION APPLIANCES IN ACCORDANCE
WITH ICC/ANSI A117.1 AND TABLE 901.9.1.2

MEANS OF EGRESS

CHAPTER 10

DEFINITIONS

GROSS FLOOR AREA- THE USABLE FLOOR AREA WITHIN THE INSIDE PERIMETER
OF THE EXTERIOR WALLS, EXCLUSIVE OF VENT SHAFTS &
COURTS W/OUT DEDUCTION FOR CORRIDORS, STAIRWAYS,
CLOSETS, THE THICKNESS OF INTERIOR WALLS OR COLUMNS.
GROSS AREA INCLUDES ALL USABLE AREA UNDER THE
HORIZONTAL PROJECTION OF THE ROOF OR FLOOR ABOVE
EXCLUDING THE THICKNESS OF THE WALLS, SHAFTS W/ NO
OPENINGS OR INTERIOR COURTS.

NET FLOOR AREA-

THE ACTUAL OCCUPIED AREA NOT INCLUDING UNOCCUPIED
ACCESSORY AREAS SUCH AS CORRIDORS, STAIRWAYS,
TOILET ROOMS, MECHANICAL ROOMS, & CLOSETS

EXTERIOR STAIRWAY- A STAIRWAY THAT IS OPEN ON AT LEAST ONE SIDE EXCEPT
FOR REQUIRED STRUCTURAL COLUMNS, BEAMS, HAND RAILS
& GUARDS. THE ADJOINING OPEN AREAS SHALL BE YARDS,
COURTS, OR PUBLIC WAYS. THE OTHER SIDES OF THE
EXTERIOR STAIRWAY NEED NOT BE OPEN.

INTERNATIONAL BUILDING CODE ANALYSIS (CONTINUED)

MEANS OF EGRESS-CONT' CHAPTER 10
TABLE 1003.2.2.2 MAXIMUM FLOOR AREA ALLOWED PER OCCUP. 700 GROSS

ASSEMBLY (WITH/OUT FIXED SEATS)

5 NET

STANDING SPACE

15 NET

UNCONCENTRATED (TABLES & CHAIRS)

EGRESS WIDTH *1003.2
PER TABLE 1003.2.3 WITH THE FOLLOWING MINIMUM REQUI

ABLES (EQUIPMENT ON ONE SIDE) 36" *1004.

CORRIDOR EQUIPMENT ON BOTH SIDES) 44" *1004.

EXCEPTIONS:
1. ACCESS TO ELEC. MECH. OR PLUMB. 24"

2. OCCUPANT LOAD (=50 36"

3. WITHIN A DWELLING UNIT 44" *1003.

STAIRWAY EXCEPTIONS:
1. SERVING AN OCCUPANT LOAD (=50 36"

RAMP (AS CORRIDOR) 36" *1003.

DOOR ENCROACHMENT *1003.2
DOORS OPENING INTO PATH OF EGRESS TRAVEL SHALL NOT
REQUIRED WIDTH TO LESS THAN 1/2 DURING THE COURSE
WHEN FULLY OPEN, THE DOOR SHALL NOT PROJECT MORE 1
THE REQUIRED WIDTH.

EGRESS CEILING HEIGHT *1003.2
1'-0" MINIMUM A.F.F.

PROTRUDING OBJECTS *1003.2
MINIMUM HEADROOM- 80"

FREE STANDING OBJECTS *1003.2
OBJECTS MOUNTED ON POST OR Pylon SHALL NOT OVER-
WHERE LOWEST POINT IS MORE THAN 21" LESS THAN

HORIZONTAL PROJECTIONS *1003.2
STRUCTURAL ELEMENTS, FIXTURES OR FURNISHINGS SHAL

TALLY FROM EITHER SIDE MORE THAN 4" OVER ANY WALL
THE HEIGHTS OF 21" AND 80" A.F.F.

EXCEPTION: HANDRAILS FOR STAIRS AND RAMPS A
PROTRUDE 4 1/2" FROM THE WALL

EXIT SIGNAGE *1003.2
REQUIRED LOCATIONS *1003.2

EXIT ACCESS DOORS REQUIRE EXIT SIGNS VISIBLE FROM
OF EGRESS TRAVEL

EXCEPTION: NOT REQUIRED IN DWELLING UNITS OR

GUARDS (GUARD RAILS) *1003.2
GUARDS SHALL BE LOCATED ALONG OPEN SIDED WALKING
PLATFORMS, STAIRWAYS, RAMPS, LANDINGS MORE THAN 30"

HEIGHT AND OPENINGS *1003.2
42" A.F.F. WITH EXCEPTION WITHIN GROUP R-2 DWELLING

WHOSE TOP RAIL SERVES AS A HANDRAIL SHALL HAVE A 1
AND NOT MORE THAN 38" MEASURED VERTICALLY FROM ST.

OPENINGS SHALL NOT ALLOW A 4" DIA. SPHERE TO PASS
OF 34" & A 8" DIA. SPHERE NOT TO PASS THRU FROM

THE TRIANGULAR OPENING FORMED BY TREAD, RISER & BO
ALLOW A SPHERE OF 4" DIA. TO PASS THRU.

MEANS OF EGRESS COMPONENTS *1003.2
DOORS *1003.2

MINIMUM 32" CLEAR OPENING FROM DOOR FACE AT 90 DE
CLOSING JAMB. MINIMUM HEAD HEIGHT IS 80"

ACCESS CONTROLLED EGRESS DOORS *1003.2
LOCKING MECHANISM ON CONTROLLED ACCESS DOORS ARE
NATURALLY IF THERE IS LOSS OF POWER, FIRE ALARM OR

ACTIVATED, A MANUAL UNLOCKING DEVICE IS REQUIRED I
AT 48" A.F.F. OF THE EGRESS SIDE.

LANDINGS AT DOORS *1003.2
LANDINGS SHALL HAVE A WIDTH NOT LESS THAN THE WIDTH
THE WIDTH OF A DOOR, WHICHEVER IS GREATER. DOORS I

SHALL NOT REDUCE A REQUIRED DIMENSION BY MORE THAN
OF ITS SWING, THE DOOR CANNOT REDUCE THE LANDING BY

STAIRWAYS *1003.2
MINIMUM WIDTH OF 44"

MINIMUM HEADROOM CLEARANCE OF 80"

RISER HEIGHT MAXIMUM IS 7"

TREAD DEPTH MINIMUM IS 11"

STAIRWAY LANDINGS WIDTH OF STAIR UP TO 48"

12" HANDRAIL EXTENSION REQ'D BEYOND TOP RISER

HANDRAILS CONTINUE TO SLOPE DOWN FOR LENGTH

OF ONE TREAD AT BOTTOM RUN

RAMPS *1003.2
MAXIMUM EGRESS SLOPE IS 1:12 (8%)

MINIMUM HEADROOM CLEARANCE OF 80"

LANDING WIDTH AS WIDE AS RAMP RUN

LANDING LENGTH IS MINIMUM 40"

DOORSWINGING TO OVERLAP LANDINGS

AND ANSI MANEUVERING CLEARANCES

HANDRAILS REQ'D ON BOTH SIDES IF RISE > 4"

EXIT ACCESS *1004.2
NUMBER OF EXITS REQUIRED *1004.2

2 EXITS ARE REQUIRED UNLESS OCCUPANT LOAD IS LESS

3 EXITS REQUIRED IF OCCUPANT LOAD IS GREATER THAN

ARRANGEMENT OF EXITS OR EXIT ACCESS DOORS *1004.2

1/2" LENGTH OF THE OVERALL DIAGONAL OF THE AREA SER

HEADS OF A STRAIGHT LINE BETWEEN EXIT ACCESS DO

EXCEPTION:
1. DISTANCE MEASURED ALONG PATH OF TRAVEL WITHIN

2. DISTANCE REDUCED TO 1/3 OF DIAGONAL W/ APPRO

EXIT ACCESS TRAVEL DISTANCE *1004.2

MAX LENGTH OF EXIT ACCESS TRAVEL FOR GROUP R-2 = 1

MAX LENGTH INCREASED TO 250 FEET WITH APPROVED SI

CORRIDORS *1004.2
CORRIDORS IN GROUP R WITH OCCUPANT LOAD >= 10 MUST

RESISTIVE CONSTRUCTION

*NOT REQUIRED WITHIN DWELLING UNITS

CORRIDOR WIDTH *1004.2

MINIMUM WIDTH = 44"

IF OCCUPANT LOAD (= 50 THEN MIN. WIDTH = 36"

MINIMUM WIDTH WITHIN DWELLING UNIT = 36"

DEAD ENDS *1004.2
NO DEAD END CORRIDORS GREATER THAN 20 FEET IN LENG

EGRESS BALCONIES *1004.2
SHALL CONFORM TO THE SAME REQUIREMENTS AS CORRIDOR

HEADROOM, DEAD ENDS AND PROJECTIONS, EGRESS BALCO

50% OPEN ALONG THE LONG SIDE AS TO MINIMIZE ACCUM

EXITS *1005.2
VERTICAL EXIT ENCLOSURES *1005.2

INTERIOR EXIT STAIRWAYS SHALL BE ENCLOSED WITH 1H

CONSTRUCTION IF LESS THAN 4 STORIES. 2HR FIRE RES

NECESSARY FOR VERTICAL EXIT ENCLOSURES FOUR STORI

ENCLOSURES UNDER STAIRWAYS *1005.2

ENCLOSED USABLE SPACE UNDER INTERIOR STAIRWAYS MUST

OPEN SPACE UNDER EXTERIOR STAIRWAYS SHALL NOT BE (

EXTERIOR EXIT STAIRWAYS *1005.2

OPENNESS *1005.2

OPEN ON ONE SIDE WITH A MINIMUM OF 35 SQ. FT. OPEN

OR ABOVE THE LANDING

EMERGENCY ESCAPE & RESCUE *1009.2

MINIMUM SIZE *1009.2

NET CLEAR OPENING OF 5.7 SQ. FT W/ MIN HEIGHT OF

THE OPENING CAN BE NO GREATER THAN 14" A.F.F.

ACCESSIBILITY CHAPTER 11

ACCESSIBLE ENTRANCES *1106.2

BLDG W/ MULTIPLE FUNCTIONS & FUNCTIONAL LOCATIONS SHALL HA

ACCESSIBLE ENTRANCE SERVING EACH FUNCTION

PARKING AND PASSENGER LOADING FACILITIES *1106.2

2% OF TOTAL PARKING LOCATED ON SHORTEST ACCESSIBLE ROUTE

1 VAN ACCESSIBLE PARKING SPACE FOR EVERY 8 ACCESSIBLE PAR

GROUP R-ACCESSIBLE SLEEPING ACCOMMODATIONS *1106.2

SLEEPING ACCOMMODATIONS W/ ROLL IN SHOWERS PROVIDED PER 1

EVERY GROUND FLOOR DWELLING UNIT TO BE TYPE 'B' (FAIR HOUS

TOTAL DWELLING UNITS TO BE TYPE 'A' (ANB) UNITS TO COMPLY W/

INTERIOR ENVIRONMENT CHAPTER 12

LIGHTING *1204.2


MINIMUM NET GLAZED AREA SHALL NOT BE LESS THAN 8% OF FLOOR

FOR ADJOINING ROOMS WITH COMMON WALLS. GLAZING SHOULD BE 1/

SOUND TRANSMISSION *1204.2

AIRBORNE SOUND-STRUCTURES MUST HAVE STC OF 50 (45 FIELD TE


STRUCTURE BORNE SOUND-STRUCTURES SHALL HAVE A STC-50 (45 F



REVISIONS

ARCHITECTURAL.

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
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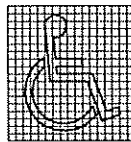
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(a) PROPORTIONS
INTERNATIONAL SYMBOL OF ACCESSIBILITY
FIG. 43.
INTERNATIONAL SYMBOL

4.30.4 Raised and Brailled Characters and Pictorial Symbol Signs (Pictograms). Letters and numerals shall be raised 1/32 in. (0.8 mm), upper case, sans serif or simple serif type and shall be accompanied with Grade 2 Braille. Raised characters shall be at least 5/8 in. (16 mm) high, but no higher than 2 in. (50 mm). Pictograms shall be accompanied by the equivalent verbal description placed directly below the pictogram. The border dimension of the pictogram shall be 6 in. (152 mm) minimum in height.

4.30.5 Finish and Contrast. The characters and background of signs shall be eggshell, matte, or other non-gloss finish. Characters and symbols shall contrast with their background — either light characters on a dark background or dark characters on a light background.

4.30.6 Mounting Location and Height. Where permanent identification is provided for rooms and spaces, signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, including at double leaf doors, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60 in. (1525 mm) above the finish floor to the centerline of the sign. Mounting location for such signage shall be so that a person may approach within 3 in. (76 mm) of signage without encountering protruding objects or standing within the swing of a door.

4.30.7 Symbols of Accessibility.

(1) Facilities and elements required to be identified as accessible by 4.1 shall use the international symbol of accessibility. The symbol shall be displayed as shown in Fig. 43(a) and (b).

(2) Volume Control Telephones. (NOT APPLICABLE)

(3) Text Telephones. (NOT APPLICABLE)

(4) Assistive Listening Systems. (NOT APPLICABLE)

4.30.8 Illumination Levels. (Reserved).

4.31 Telephones. (CONTACT BGG ARCHITECTS WITH QUESTIONS)

4.32 Flared or Built-in Seating and Tables. (NOT APPLICABLE)

4.33 Assembly Areas. (NOT APPLICABLE)

4.34 Automated Teller Machines. (NOT APPLICABLE)

4.35 Dressing and Fitting Rooms. (NOT APPLICABLE)

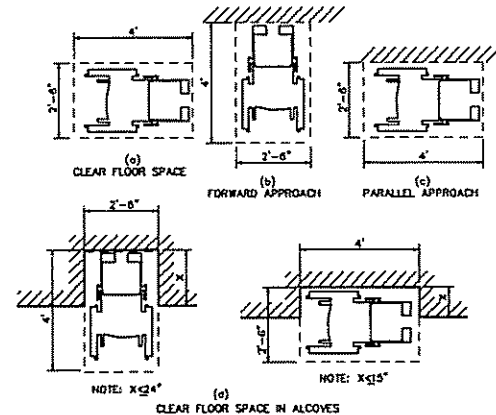
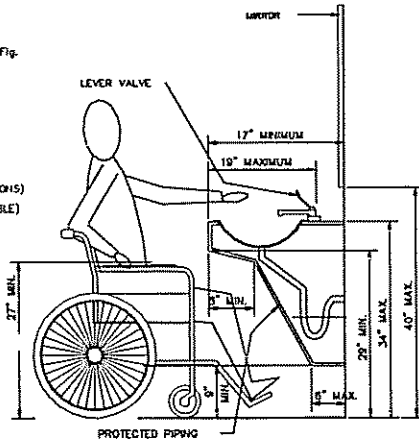
5. RESTAURANTS AND CAFETERIAS. (NOT APPLICABLE)

6. MEDICAL CARE FACILITIES. (NOT APPLICABLE)

7. BUSINESS AND MERCHANDISE. (NOT APPLICABLE)

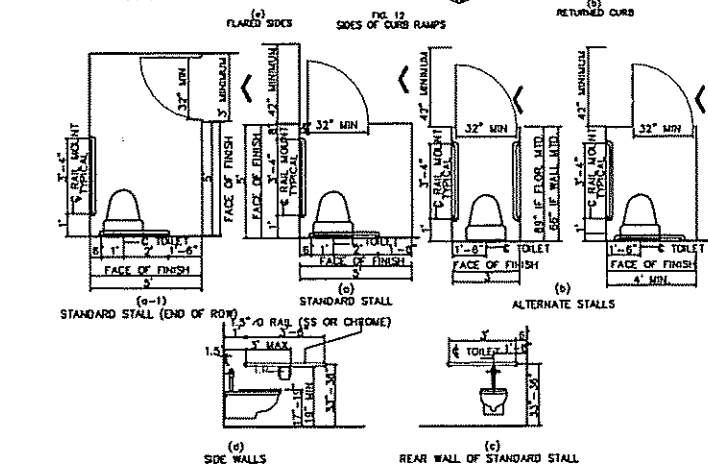
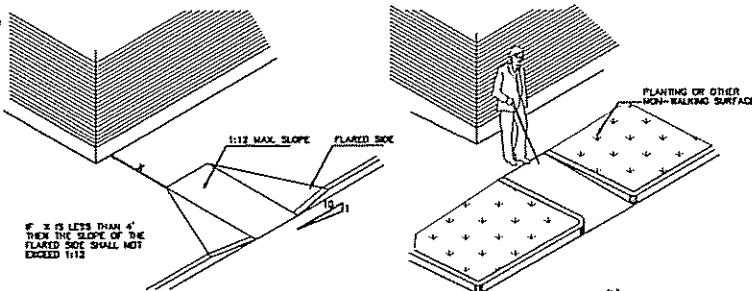
8. LIBRARIES. (NOT APPLICABLE)

9. ACCESSIBLE TRANSIENT LODGING. (NOT APPLICABLE)



DETECTABLE WARNING SURFACE SHOULD BE FIRM, STABLE, AND SLIP RESISTANT. RAMP SURFACES, EXCLUDING THE FLARES, SHOULD HAVE A TEXTURE AND LIGHT REFLECTIVE VALUE THAT SIGNIFICANTLY CONTRASTS WITH THE ADJACENT SURFACES.

ACCEPTABLE TEXTURES ARE: 1) TRUNCATED DOMES MEETING THE REQUIREMENTS IN TAB 4.29.2 AND 2) GROOVES WITH DIMENSIONS OF 1/8" DEEP x 1/4"-3/4" WIDE AND 3/4"-2" O.C., ADJACENT TO RAMP WATER WILL NOT COLLECT.



4.26.3 Structural Strength. The structural strength of grab bars, tub and shower seats, fasteners, and mounting devices shall meet the following specifications:

(1) Bending stress in a grab bar or seat induced by the maximum bending moment from the application of 250 lbf (1112N) shall be less than the allowable stress for the material of the grab bar or seat.

(2) Shear stress induced in a grab bar or seat by the application of 250 lbf (1112N) shall be less than the allowable shear stress for the material of the grab bar or seat. If the connection between the grab bar or seat and its mounting bracket or other support is considered to be fully restrained, then direct and torsional shear stresses shall be totaled for the combined shear stress, which shall not exceed the allowable shear stress.

(3) Shear force induced in a fastener or mounting device from the application of 250 lbf (1112N) shall be less than the allowable lateral load of either the fastener or mounting device or the supporting structure, whichever is the smaller allowable load.

(4) Tensile force induced in a fastener by a direct tension force of 250 lbf (1112N) plus the maximum moment from the application of 250 lbf (1112N) shall be less than the allowable withdrawal load between the fastener and the supporting structure.

(5) Grab bars shall not rotate within their fittings.

4.26.4 Eliminating Hazards. A handrail or grab bar and any wall or other surface adjacent to it shall be free of any sharp or abrasive elements. Edges shall have a minimum radius of 1/8 in. (3.2 mm).

4.27 Controls and Operating Mechanisms.

4.27.1 General. Controls and operating mechanisms required to be accessible by 4.1 shall comply with 4.27.

4.27.2 Clear Floor Space. Clear floor space complying with 4.2.4 that allows a forward or a parallel approach by a person using a wheelchair shall be provided at controls, dispensers, receptacles, and other operable equipment.

4.27.3 Height. The highest operable part of controls, dispensers, receptacles, and other operable equipment shall be placed within at least one of the reach ranges specified in 4.2.5 and 4.2.6. Electrical and communications system controls on walls shall be mounted no less than 15 in. (380 mm) above the floor.

EXCEPTION: These requirements do not apply where the use of special equipment dictates otherwise or where electrical and communications systems receptacles are not normally intended for use by building occupants.

4.27.4 Operation. Controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls shall be no greater than 5 lbf (22.2 N).

4.28 Alarms.

4.28.1 General. Alarm systems required to be accessible by 4.1 shall comply with 4.28. At a minimum, visual signal appliances shall be provided in buildings and facilities in each of the following areas: restrooms and any other general usage areas (e.g., meeting rooms), hallways, lobbies, and any other area for common use.

4.28.2 Audible Alarms. If provided, audible emergency alarms shall produce a sound that exceeds the prevailing equivalent sound level in the room or space by at least 15 dBA or exceeds any existing sound level with a duration of 60 seconds by 5 dBA, whichever is louder. Sound levels for alarm signals shall not exceed 120 dBA.

4.28.3 Visual Alarms. Visual alarm signal appliances shall be integrated into the building or facility alarm system. If single station audible alarms are provided, then single station visual alarm signals shall be provided. Visual alarm signals shall have the following minimum photometric and location features:

(1) The lamp shall be a xenon strobe type or equivalent.

(2) The color shall be clear or nominal white (i.e., unfiltered or clear filtered white light).

(3) The maximum pulse duration shall be two-tenths of one second (0.2 sec) with a maximum duty cycle of 40 percent. The pulse duration is defined as the time interval between initial and final points of 10 percent of maximum signal.

(4) The intensity shall be a minimum of 75 candelas.

(5) The flash rate shall be a minimum of 1 Hz and a maximum of

(6) The appliance shall be placed 80 in. (2030 mm) above the highest floor level within the space or 6 in. (152 mm) below the ceiling, whichever is lower.

(7) In general, no place in any room or space required to have a visual signal appliance shall be more than 50 ft (15 m) from the signal (in the horizontal plane). In large rooms and spaces exceeding 100 ft (30 m) across, without obstructions 5 ft (2 m) above the finish floor, such as auditoriums, devices may be placed around the perimeter, spaced a maximum 100 ft (30 m) apart, in lieu of suspending appliances from the ceiling.

(8) No place in common corridors or hallways in which visual alarm signaling appliances are required shall be more than 50 ft (15 m) from the signal.

4.28.4 Auxiliary Alarms. (NOT APPLICABLE)

4.29 Detectable Warnings.

4.29.1 General. Detectable warnings required by 4.1 and 4.7 shall comply with 4.29.

4.29.2 Detectable Warnings on Walking Surfaces. Detectable warnings shall consist of raised truncated domes with a diameter of nominal 0.9 in. (23 mm), a height of nominal 0.2 in. (5 mm) and a center-to-center spacing of nominal 2.35 in. (60 mm) and shall contrast visually with adjoining surfaces, either light-on-dark, or dark-on-light.

The material used to provide contrast shall be an integral part of the walking surface. Detectable warnings used on interior surfaces shall differ from adjoining walking surfaces in reflectivity or sound-on-cane contact.

4.29.3 Detectable Warnings on Doors To Hazardous Areas. (Reserved).

4.29.4 Detectable Warnings at Stairs. (Reserved).

4.29.5 Detectable Warnings at Hazardous Vehicular Areas. (CONTACT BGG ARCHITECTS WITH QUESTIONS)

4.29.6 Detectable Warnings at Reflecting Pools. (NOT APPLICABLE)

4.29.7 Standardization. (Reserved).

4.30 Signage.

4.30.1 General. Signage required to be accessible by 4.1 shall comply with the applicable provisions of 4.30.

4.30.2 Character Proportion. Letters and numbers on signs shall have a width-to-height ratio between 3:5 and 1:1 and a stroke-width-to-height ratio between 1:3 and 1:10.

4.30.3 Character Height. Characters and numbers on signs shall be sized according to the viewing distance from which they are to be read. The minimum height is measured using an upper case X. Lower case characters are permitted.

Height Above Finished Floor	Minimum Character Height
Suspended or Projected Overhead in compliance with 4.4.2	3 in. (75 mm) minimum

units shall have a clear 1 and the floor or ground 1/2 in. wide, and 17 in. to 19 in. (b). Such units shall be 30 in. by 48 in. (760 mm) to approach the unit

ing a clear space 1 least 30 in. by 48 in. 1 in a wheelchair to make a and (d). This clear

ll comply with 4.10. for water closets not or space may be 1/2-handled approach. shall be 17 in. to 19 top of the toilet seat (see sum to a lifted

is not located in he grab bar behind the um. be hand operated or nicks for flush valves arece no more than 44

hall be installed 1/2ers that control 1/2er flow, shall not be

WITH QUESTIONS)

ply with 4.16. 1 wall-hung with an 1/2mm) above the finish

1/2 30 in. by 48 in. (760 of urinals to allow 1/2in or overlap an 1/2urinal shields that 1/2urinal rim may be 1/2een them.

1/2 hand operated or 1/2 shall be mounted no 1/2 floor.

1/2 apply to lavatory

1/2 be mounted with the 1/2 (685 mm) above the 1/2 (735 mm) above 1/2 knees and toe

1/2 30 in. by 48 in. (760 of urinals to allow 1/2in or overlap an 1/2urinal shields that 1/2urinal rim may be 1/2een them.

1/2er and drain pipes under 1/2igned to protect 1/2r abrasive surfaces

4.27.4. Lever-operated, 1/2hamans are examples of 1/2re used the faucet

1/2n the bottom edge of 1/2 (1015 mm) above the

1/2 WITH QUESTIONS)

1/2 WITH QUESTIONS)

1/2or Rooms. 1/2 (1015)

1/2 able by 4.1 shall

1/2 the counter or rim no 1/2 floor.

1/2 t is at least 27 in. (685 (485 mm) deep shall be

1/2 m of 6-1/2 in. (165 mm)

1/2 ce at least 30 in. by 48 1/2.4 shall be provided in 1/2 the clear floor space 1/2 end a maximum of 19 in 1/2

1/2 ster and drain pipes 1/2therwise configured so 1/2 be no sharp or abrasive

4.27.4. Lever-operated, 1/2trated mechanisms are

1/2 as cabinets, 1/2 accessible by 4.1

1/2 ce at least 30 in. by 48 1/2.4 shall be provided in 1/2 ing a wheelchair shall

1/2 1/2 be within at least 1/2 and 4.2.6 (see Fig. 5 1/2 a maximum of 54 in 1/2 approach. Where the 1/2 rod or shelf exceeds 10 1/2 le doors) the height and 1/2 Fig. 30(e) and Fig.

1/2 storage facilities shall 1/2 shaped pulls are

1/2wer Seals.

1/2 id tub and shower 1/2.4, 4.16, 4.17, 4.20

1/2 Handrails. The diameter 1/2 of grab bar shall 1/2 m), or the shape shall 1/2 and/or grab bars 1/2 between the wall and the 1/2 Fig. 30(a), (b), (c), and 1/2 if the recess is a 1/2 1/2 at least 18 in. (455 mm)

REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET

DATE
05-18-04

PROJECT
03137

SHEET NUMBER
1.0b

ADA

FOLLOWING ARE EXCERPTS FROM THE ADA ACCESSIBILITY GUIDELINES (ADAAG). ALL SECTIONS AND DEFINITIONS ARE NOT INCLUDED HERE IN THE INTEREST OF BREVITY. IF THE OWNER OR CONTRACTOR HAS QUESTIONS ABOUT PORTIONS OF THE ADAAG NOT INCLUDED HERE, PLEASE CONTACT BGO ARCHITECTS.

AS PUBLISHED IN THE FEDERAL REGISTER, JULY 28, 1991

SECTION 4--ACCESSIBLE ELEMENTS AND SPACES: SCOPE AND TECHNICAL REQUIREMENTS.

4.1 Minimum Requirements

4.1.1 Application. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

An accessible site shall meet the following minimum requirements:

(1) At least one accessible route complying with 4.3 shall be provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones if provided, and public streets or sidewalks, to an accessible building entrance.

(2) At least one accessible route complying with 4.3 shall connect accessible buildings, accessible facilities, accessible elements, and accessible spaces that are on the same site.

(3) All objects that protrude from surfaces or paths into circulation paths shall comply with 4.4.

(4) Ground surfaces along accessible routes and in accessible spaces shall comply with 4.5.

(5) PARKING: CONTACT BGO ARCHITECTS WITH QUESTIONS

(6) TOILET FACILITIES: CONTACT BGO ARCHITECTS WITH QUESTIONS

(7) SIGNAGE: CONTACT BGO ARCHITECTS WITH QUESTIONS

4.1.3 Accessible Buildings: New Construction. Accessible buildings and facilities shall meet the following minimum requirements:

(1) At least one accessible route complying with 4.3 shall connect accessible buildings or facility entrances with all accessible spaces and elements within the building or facility.

(2) All objects that overhang or protrude into circulation paths shall comply with 4.4.

(3) Ground and floor surfaces along accessible routes and in accessible rooms and spaces shall comply with 4.5.

(4) Interior and exterior stairs connecting levels that are not connected by an elevator, ramp, or other accessible means of vertical access shall comply with 4.9.

(5) ELEVATORS--(NOT APPLICABLE)

(6) WINDOWS: (Reserved).

(7) DOORS:

(a) At each accessible entrance to a building or facility, at least one door shall comply with 4.13.

(b) Within a building or facility, at least one door at each accessible space shall comply with 4.13.

(c) Each door that is an element of an accessible route shall comply with 4.13.

(d) Each door required by 4.13.0, Egress, shall comply with 4.13.

(B) In new construction, at a minimum, the requirements in (a) and (b) below shall be satisfied independently:

(i) At least 50% of all public entrances (excluding those in (b) below) must be accessible. At least one must be a ground floor entrance. Public entrances are any entrances that are not loading or service entrances.

(ii) Accessible entrances must be provided in a number at least equivalent to the number of exits required by the applicable building/fire codes. (This paragraph does not require an increase in the total number of entrances planned for a facility.)

(iii) (NOT APPLICABLE)

(b) (NOT APPLICABLE)

(c) NOT APPLICABLE

(d) NOT APPLICABLE

(9) In buildings or facilities, or portions of buildings or facilities, required to be accessible, accessible means of egress shall be provided in the same number as required for exits by local building/life safety regulations. (CONTINUED BUT NOT APPLICABLE)

(10) Drinking Fountains:

(a) Where only one drinking fountain is provided on a floor there shall be a drinking fountain which is accessible to individuals who use wheelchairs in accordance with 4.15 and one accessible to those who have difficulty bending or stooping. (This can be accommodated by the use of a "hi-lo" fountain: by providing one fountain accessible to those who use wheelchairs and one fountain at a standard height convenient for those who have difficulty bending; by providing a fountain accessible under 4.15 and a water cooler; or by such other means as would achieve the required accessibility for each group on each floor.)

(b) (NOT APPLICABLE)

(11) Toilet Facilities: If toilet rooms are provided, then each public and common use toilet room shall comply with 4.22. Other toilet rooms provided for the use of occupants of specific spaces (i.e., a private toilet room for the occupant of a private office) shall be accessible. If bathing rooms are provided, then each public and common use bathroom shall comply with 4.23. Accessible toilet rooms and bathing facilities shall be on an accessible route.

(12) Storage, Shelving and Display Units:

(a) If fixed or built-in storage facilities such as cabinets, shelves, closets, and drawers are provided in accessible spaces, at least one of each type provided shall contain storage space complying with 4.25. Additional storage may be provided outside of the dimensions required by 4.25.

(b) (NOT APPLICABLE)

(13) Controls and operating mechanisms in accessible spaces, along accessible routes, or as parts of accessible elements (for example, light switches and dispenser controls) shall comply with 4.27.

(14) If emergency warning systems are provided, then they shall include both audible alarms and visual alarms complying with 4.28. Sleeping accommodations required to comply with 9.3 shall have an alarm system complying with 4.28. Emergency warning systems in medical care facilities may be modified to suit standard health care alarm design practice.

(15) Detectable warnings shall be provided at locations as specified in 4.29.

(16) Building Signage:

(a) Signs which designate permanent rooms and spaces shall comply with 4.30.1, 4.30.4, 4.30.5 and 4.30.6.

(b) Other signs which provide direction to or information about functional spaces of the building shall comply with 4.30.1, 4.30.2, 4.30.3, and 4.30.5.

EXCEPTION: Building directories, menus, and all other signs which are temporary are not required to comply.

(17) Public Telephones: (NOT APPLICABLE)

(18) If fixed or built-in seating or tables (including, but not limited to, study carrels, student laboratory stations), are provided in accessible public or common use areas, at least five percent (5%) but not less than one, of the fixed or built-in seating areas or tables shall comply with 4.32. An accessible route shall lead to and through such fixed or built-in seating areas or tables.

(19) Assembly areas: (NOT APPLICABLE)

(20) (NOT APPLICABLE)

(21) (NOT APPLICABLE)

4.1.4 (Reserved).

4.1.5 Accessible Buildings: Additions. (NOT APPLICABLE)

4.1.7 Accessible Buildings: Historic Preservation. (NOT APPLICABLE)

4.2 Space Allowance and Reach Ranges.

(CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.3 Accessible Route.

4.3.1 General. All walks, halls, corridors, aisles, skywalks, tunnels, and other spaces that are part of an accessible route shall comply with 4.3.

4.3.2 Location.

(1) At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking, and accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance they serve. The accessible route shall, to the maximum extent feasible, coincide with the route for the general public.

(2) At least one accessible route shall connect accessible buildings, facilities, elements, and spaces that are on the same site.

(3) At least one accessible route shall connect accessible buildings or facility entrances with all accessible spaces and elements and with all accessible dwelling units within the building or facility.

(4) An accessible route shall connect at least one accessible entrance of each accessible dwelling unit with those exterior and interior spaces and facilities that serve the accessible dwelling unit.

4.3.3 Width. The minimum clear width of an accessible route shall be 36 in (915 mm). (CONTINUED, NOT APPLICABLE)

4.3.4 Passing Space. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.3.5 Head Room. Accessible routes shall comply with 4.4.2.

4.3.6 Surface Textures. The surface of an accessible route shall comply with 4.5.

4.3.7 Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.

4.3.8 Changes in Levels. Changes in levels along an accessible route shall comply with 4.5.2. If an accessible route has changes in level greater than 1/2 in (13 mm), then a curb ramp, ramp, elevator, or platform lift (as permitted in 4.1.3 and 4.1.6) shall be provided that complies with 4.7, 4.8, 4.10, or 4.11, respectively. An accessible route does not include stairs, steps, or escalators. See definition of "egress means" in 3.5.

4.3.9 Doors. Doors along an accessible route shall comply with 4.13.

4.3.10 Egress. Accessible routes serving any accessible space or element shall also serve as a means of egress for emergencies or connect to an accessible area of rescue assistance.

4.3.11 Areas of Rescue Assistance. (NOT APPLICABLE)

4.4 Protruding Objects. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.5 Ground and Floor Surfaces.

4.5.1 General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.

4.5.2 Changes in Level. Changes in level up to 1/4 in (6 mm) may be vertical and without edge treatment (see Fig. 7(c)). Changes in level between 1/4 in and 1/2 in (6 mm and 13 mm) shall be beveled with a slope no greater than 1:2 (see Fig. 7(d)). Changes in level greater than 1/2 in (13 mm) shall be accomplished by means of a ramp that complies with 4.7 or 4.8.

4.5.3 Carpet. If carpet or carpet tile is used on a ground or floor surface, then it shall be securely attached; have a firm cushion, pad, or backing, or no cushion or pad; and have a level loop, textured loop, level cut pile, or level cut/uncut pile texture. The maximum pile thickness shall be 1/2 in (13 mm) (see Fig. 8(f)). Exposed edges of carpet shall be fastened to floor surfaces and have trim along the entire length of the exposed edge. Carpet edge trim shall comply with 4.5.2.

4.5.4 Gratings. If gratings are located in walking surfaces, then they shall have spaces no greater than 1/2 in (13 mm) wide in one direction (see Fig. 8(g)). If gratings have elongated openings, then they shall be oriented so that the long dimension is perpendicular to the dominant direction of travel (see Fig. 8(h)).

4.6 Parking and Passenger Loading Zones.

4.6.1 Minimum Number. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.6.2 Location. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.6.3 Parking Spaces. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.6.4 Signage. Accessible parking spaces shall be designated as reserved by a sign showing the symbol of accessibility (see 4.30.7). Spaces complying with 4.1.2(5)(b) shall have an additional sign "Van-Accessible" showing below the symbol of accessibility. Such signs shall be located so they cannot be obscured by a vehicle parked in the space.

4.6.5 Vertical Clearance. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.6.6 Passenger Loading Zones. (NOT APPLICABLE)

4.7 Curb Ramps.

4.7.1 Location. Curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb.

4.7.2 Slope. Slopes of curb ramps shall comply with 4.8.2. The slope shall be measured as shown in Fig. 11. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes. Maximum slopes of adjoining gutters, road surfaces immediately adjacent to the curb ramp, or accessible route shall not exceed 1:20.

4.7.3 Width. The minimum width of a curb ramp shall be 36 in (915 mm), exclusive of flared sides.

4.7.4 Surface. Surfaces of curb ramps shall comply with 4.5.

4.7.5 Sides of Curb Ramps. If a curb ramp is located where pedestrians must walk across the ramp, or where it is not protected by handrails or guardrails, it shall have flared sides: the maximum slope of the flare shall be 1:10 (see Fig. 12(a)). Curb ramps with returned curbs may be used where pedestrians would not normally walk across the ramp (see Fig. 12(b)).

4.7.6 Built-up Curb Ramps. Built-up curb ramps shall be located so that they do not project into vehicular traffic lanes (see Fig. 13).

4.7.7 Detectable Warnings. A curb ramp shall have a detectable warning complying with 4.29.2. The detectable warning shall extend the full width and depth of the curb ramp.

4.7.8 Obstructions. Curb ramps shall be located or protected to prevent their obstruction by parked vehicles.

4.7.9 Location at Marked Crossings. Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides (see Fig. 15).

4.7.10 Disposed Curb Ramps. If diagonal (or corner type) curb ramps have returned curbs or other well-defined edges, such edges shall be parallel to the direction of pedestrian flow. The bottom of diagonal curb ramps shall have 48 in (1220 mm) minimum clear space as shown in Fig. 15(c) and (d). If diagonal curb ramps are provided at marked crossings, the 48 in (1220 mm) clear space shall be within the markings (see Fig. 15(c) and (d)). If diagonal curb ramps have flared sides, they shall also have at least a 24 in (610 mm) long segment of straight curb located on each side of the curb ramp and within the marked crossing (see Fig. 15(c)).

4.7.11 Islands. Any raised islands in crossings shall be cut through level with the street or have curb ramps at both sides and a level area at least 48 in (1220 mm) long between the curb ramps in the part of the island intersected by the crossings (see Fig. 15(a) and (b)).

4.8 Ramps.

4.8.1 General. Any part of an accessible route with a slope greater than 1:20 shall be considered a ramp and shall comply with 4.8.

4.8.2 Slope and Rise. The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 in (760 mm) (see Fig. 18). Curb ramps and ramps to be constructed on existing sites or in existing buildings or facilities may have slopes and rises as allowed in 4.1.3(3)(c) if space limitations prohibit the use of a 1:12 slope or less.

4.8.3 Clear Width. The minimum clear width of a ramp shall be 36 in (915 mm).

4.8.4 Landings. Ramps shall have level landings at bottom and top of each ramp and each ramp run. Landings shall have the following features:

(1) The landing shall be at least as wide as the ramp run leading to it.

(2) The landing length shall be a minimum of 60 in (1525 mm) clear.

(3) If ramps change direction at landings, the minimum landing size shall be 60 in by 60 in (1525 mm by 1525 mm).

(4) If a doorway is located at a landing, then the area in front of the doorway shall comply with 4.13.6.

4.8.5 Handrails. If a ramp run has a rise greater than 6 in (150 mm) or a horizontal projection greater than 72 in (1830 mm), then it shall have handrails on both sides. Handrails are not required on curb ramps or adjacent to seating in assembly areas. Handrails shall comply with 4.28 and shall have the following features:

(1) Handrails shall be provided along both sides of ramp segments. The inside handrail on switchback or dogleg ramps shall always be continuous.

(2) If handrails are not continuous, they shall extend at least 12 in (305 mm) beyond the top and bottom of the ramp segment and shall be parallel with the floor or ground surface (see Fig. 17).

(3) The clear space between the handrail and the wall shall be 1-1/2 in (38 mm).

(4) Gripping surfaces shall be continuous.

(5) Top of handrail gripping surfaces shall be mounted between 34 in and 38 in (865 mm and 965 mm) above ramp surfaces.

(6) Ends of handrails shall be either rounded or returned smoothly to floor, wall, or post.

(7) Handrails shall not rotate within their fittings.

4.8.6 Cross Slope and Surfaces. The cross slope of ramp surfaces shall be no greater than 1:50. Ramp surfaces shall comply with 4.5.

4.8.7 Edge Protection. Ramps and landings with drop-offs shall have curbs, walls, railings, or projecting surfaces that prevent people from slipping off the ramp. Curbs shall be a minimum of 2 in (50 mm) high (see Fig. 17).

4.8.8 Outdoor Conditions. Outdoor ramps and their approaches shall be designed so that water will not accumulate on walking surfaces.

4.9 Stairs. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.10 Elevators. (NOT APPLICABLE)

4.11 Platform Lifts (Wheelchair Lifts). (NOT APPLICABLE)

4.12 Windows. (RESERVED)

4.13 Doors. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.13.0 Thresholds at Doorways. Thresholds at doorways shall not exceed 3/4 in (19 mm) in height for exterior sliding doors or 1/2 in (13 mm) for other types of doors. Raised thresholds and floor level changes at accessible doorways shall be beveled with a slope no greater than 1:2 (see 4.5.2).

4.13.1 Door Hardware. Handles, pulls, latches, locks, and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs. When sliding doors are fully open, operating hardware shall be exposed and usable from both sides. Hardware required for accessible door passages shall be mounted no higher than 48 in (1220 mm) above finished floor.

4.13.10 Door Closers. If a door has a closer, then the sweep period of the closer shall be adjusted so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 in (75 mm) from the latch, measured to the leading edge of the door.

4.13.11 Door Opening Force. The maximum force for pushing or pulling open a door shall be as follows:

(1) Fire doors shall have the minimum opening force allowable by the appropriate administrative authority.

(2) Other doors.

(a) exterior hinged doors: (Reserved).

(b) interior hinged doors: 5 lbf (22.2N)

(c) sliding or folding doors: 5 lbf (22.2N)

These forces do not apply to the force required to retract latch bolts or disengage other devices that may hold the door in a closed position.

4.14 Entrances.

4.14.1 Minimum Number. Entrances required to be accessible by 4.1 shall be part of an accessible route complying with 4.3. Such entrances shall be connected by an accessible route to public transportation stops, accessible parking and passenger loading zones, and to public streets or sidewalks if available (see 4.3.2(1)). They shall also be connected by an accessible route to all accessible spaces or elements within the building or facility.

4.14.2 Service Entrances. (NOT APPLICABLE)

4.15 Drinking Fountains and Water Coolers.

4.15.1 Minimum Number. Drinking fountains or water coolers required to be accessible by 4.1 shall comply with 4.15.

4.15.2 Spout Height. Spouts shall be no higher than 36 in (915 mm), measured from the floor or ground surfaces to the spout outlet (see Fig. 27(c)).

4.15.3 Spout Location. The spouts of drinking fountains and water coolers shall be at the front of the unit and shall direct the water flow in a trajectory that is parallel or nearly parallel to the front of the unit. The spout shall provide a flow of water at least 4 in (100 mm) high so as to allow the insertion of a cup or glass under the flow of water. On an accessible drinking fountain with a round or oval bowl, the spout must be positioned so the flow of water is within 3 in (75 mm) of the front edge of the fountain.

4.15.4 Controls. Controls shall comply with 4.27.4. Unit controls shall be front mounted or side mounted near the front edge.

4.15.5 Clearances.

(1) Wall- and post-mounted cantilevered unit pieces between the bottom of the apron or at least 27 in (685 mm) high, 30 in (760 mm) in (430 mm to 485 mm) deep (see Fig. 27(c)). shall also have a minimum clear floor space 30 in (760 mm) by 48 in (1220 mm) to allow a person in a wheelchair facing forward.

(2) Free-standing or built-in units not having under them shall have a clear floor space at least 30 in (760 mm) by 48 in (1220 mm) that allows a person in a wheelchair to approach the unit (see Fig. 27(c)) and floor space shall comply with 4.2.4.

4.16 Water Closets.

4.16.1 General. Accessible water closets shall comply with 4.16.

4.16.2 Clear Floor Space. Clear floor space at the entry to a water closet shall comply with Fig. 28. Clear floor space shall be arranged to allow either a left-handed or right-handed person to enter.

4.16.3 Height. The height of water closets shall be 430 mm to 485 mm, measured to the top of the bowl. Seats shall not be sprung to return position.

4.16.4 Grab Bars. Grab bars for water closets shall comply with 4.28 and Fig. 29. The water closet shall be 36 in (915 mm) minimum.

4.16.5 Flush Controls. Flush controls shall be automatic and shall comply with 4.27.4. Controls shall be mounted on the wide side of the toilet in (1120 mm) above the floor.

4.16.6 Dispensers. Toilet paper dispensers shall be within reach, as shown in Fig. 29(b). Dispenser delivery, or that do not permit continuous paper use.

4.17 Toilet Stalls. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.18 Urinals.

4.18.1 General. Accessible urinals shall comply with 4.18.

4.18.2 Height. Urinals shall be slot-type or wall-mounted at a maximum of 17 in (430 mm) above the floor.

4.18.3 Clear Floor Space. A clear floor space 30 in (760 mm) by 48 in (1220 mm) shall be provided in front of the urinal. This clear space shall be accessible route and shall comply with 4.2.4. It does not extend beyond the front edge of the urinal provided with 29 in (735 mm) clearance below.

4.18.4 Flush Controls. Flush controls shall be automatic, and shall comply with 4.27.4, and shall be more than 44 in (1120 mm) above the finish floor.

4.19 Lavatories and Mirrors.

4.19.1 General. The requirements of 4.19 shall apply to lavatories, vanities, and built-in lavatories.

4.19.2 Height and Clearances. Lavatories shall be 34 in (865 mm) or higher than 34 in (865 mm) above the finish floor. Provide a clearance of at least 29 in (735 mm) above the finish floor for a clear space.

4.19.3 Clear Floor Space. A clear floor space 30 in (760 mm) by 48 in (1220 mm) shall be provided in front of the lavatory to allow forward approach. Such clear space shall overlap an accessible route and shall be 19 in (485 mm) underneath the lavatory (see Fig. 31).

4.19.4 Exposed Pipes and Surfaces. Hot water lavatories shall be insulated or otherwise configured to prevent contact. There shall be no sharp or cut edges on lavatories.

4.19.5 Faucets. Faucets shall comply with 4.27 push-type, and electronically controlled mechanical designs. If self-closing valves are used, they shall remain open for at least 10 seconds.

4.19.6 Mirrors. Mirrors shall be mounted with a top reflecting surface no higher than 40 in (1015 mm) above the finish floor (see Fig. 31).

4.20 Shelving. (NOT APPLICABLE)

4.21 Shower Stalls. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

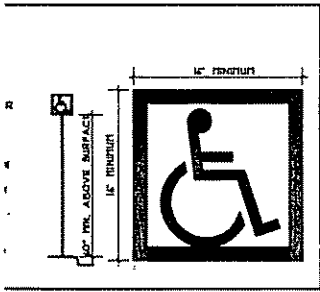
4.22 Toilet Rooms. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.23 Bathrooms, Bathing Facilities, and Showers. (CONTACT BGO ARCHITECTS WITH QUESTIONS)

4.24 Sinks.

4.24.1 General. Sinks required to be accessible shall comply with 4.2

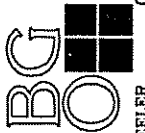
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REVISIONS

The Monterra at Whitefish
 160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET



BEELEER GUEST OWENS ARCHITECTS, L.P.
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DATE
05-18-04

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03137

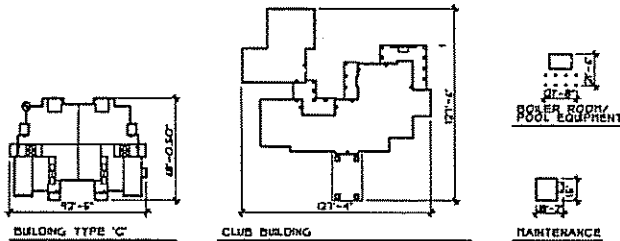
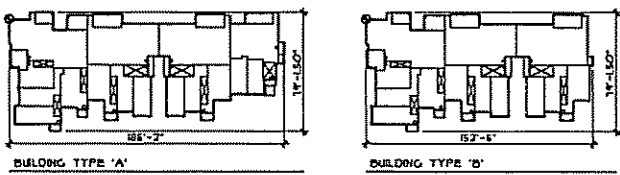
SHEET NUMBER

1.1

SITE PLAN

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BUILDING TYPICALS

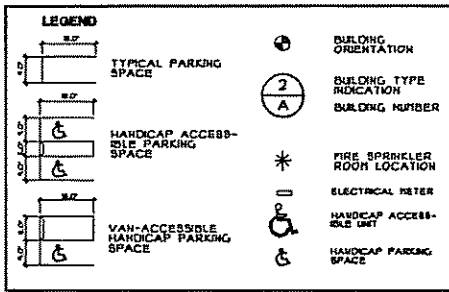


MONTERRA				JOB NUMBER		03181	
UNIT TABULATION				CREATED			
TYPE	AREA	NO.	%	TOTAL AREA			
A1	110	32	20.00%	3160			
A2L	140	4	0.75%	5160			
A3	64	8	5.00%	1128			
B1	1204	56	35.00%	41424			
B2L	1344	4	0.75%	8816			
B3	1244	4	0.75%	11416			
B4L	1252	4	0.75%	11528			
CTH	2802	8	5.00%	22416			
TOTAL		140	100.00%	158448			

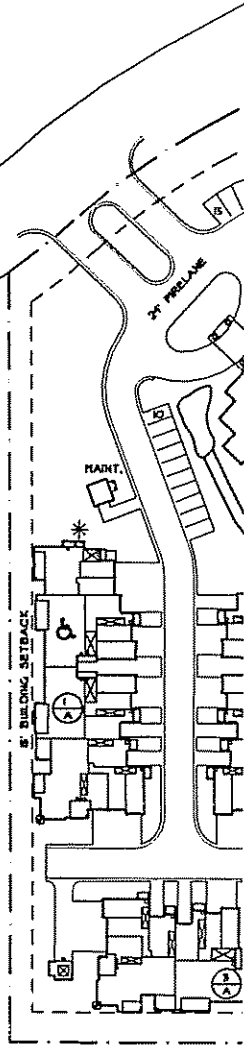
MISCELLANEOUS:
AVERAGE UNIT SIZE: 1,132 S.F.
LAND AREA: 13.34 ACRES
DENSITY: 8.91 UNITS/ACRE

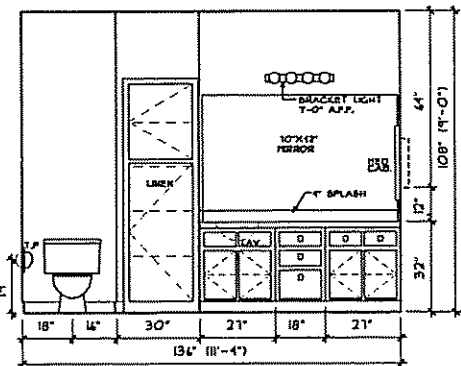
BUILDING TABULATION				BLOC. AREA		TOT. AREA	
TYPE	COUNT	UNIT TYPES					
A	8	2-A1-A2L-A-B1-B2L-B3-B4L-CTH		14,548		81,184	
B	4	2-A1-A2L-A-B1-B2L-B3-B4L		5,196		10,116	
C	2	2-A1-A3		5,544		8,088	
TOTAL	14					158,448	

PARKING:
TOTAL SPACES REQUIRED: 380 SPACES
2/UNIT X 140 UNITS = 320 SPACES
GUEST PARKING (100/1 SPACE FOR 3 UNITS) = 40 SPACES
TOTAL SPACES PROVIDED: 364 SPACES
(INCLUDING PARKING + CLUB)

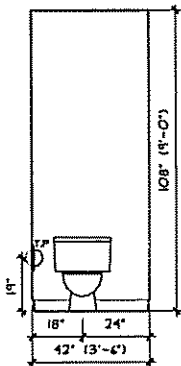


MONTANA HIGHWAY 40

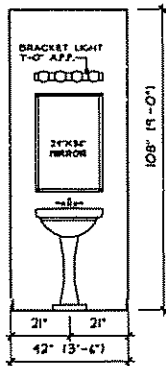




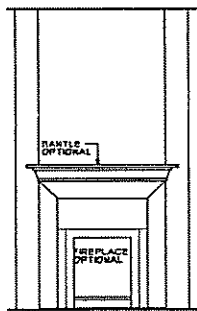
4 BATHROOM
SCALE 3/8"=1'-0"



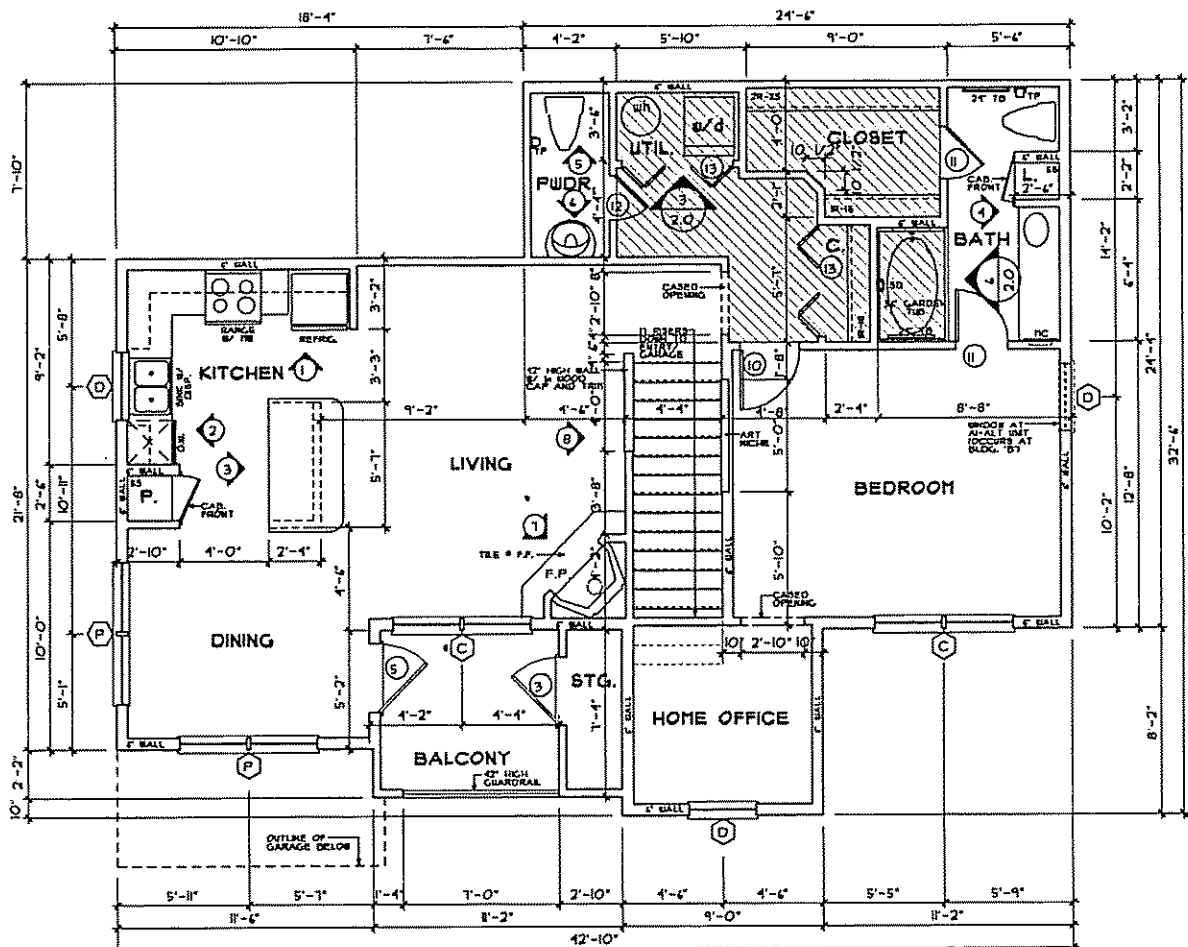
5 POWDER
SCALE 3/8"=1'-0"



6 POWDER
SCALE 3/8"=1'-0"



7 FIREPLACE
SCALE 3/8"=1'-0"

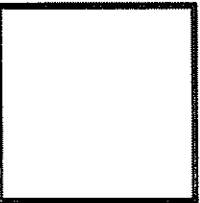


A1 ONE BEDROOM/ONE BATH
SCALE 1/4"=1'-0"

990 S.F.

STAIRS NOT INCLUDED IN S.F.

OCCURS AT:
BLDG. 'A' (2/BLDG. X 8 BLDG.) = 16 UNITS
BLDG. 'B' (2/BLDG. X 4 BLDG.) = 12 UNITS
BLDG. 'C' (2/BLDG. X 2 BLDG.) = 4 UNITS
FOR A SITE TOTAL OF 32 UNITS



REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET
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BEELER GUEST OWENS ARCHITECTS, L.P.
4245 N. CENTRAL EXPY. SUITE 300 DALLAS, TEXAS 75205 (214) 520-8878

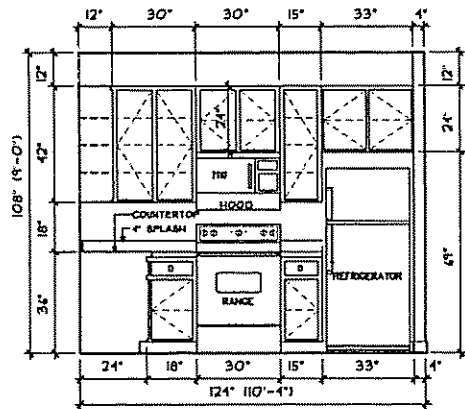
DATE
05-18-04

PROJECT
03137

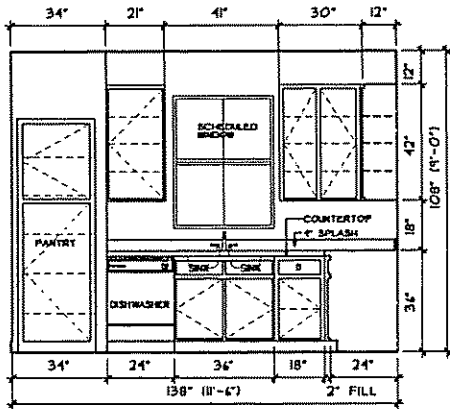
SHEET NUMBER

2.1
A1 UNIT

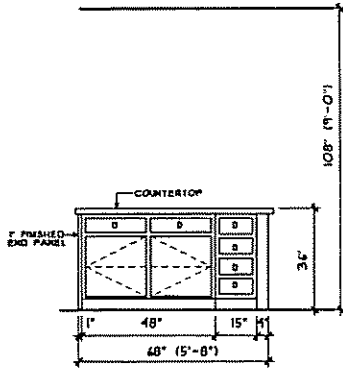
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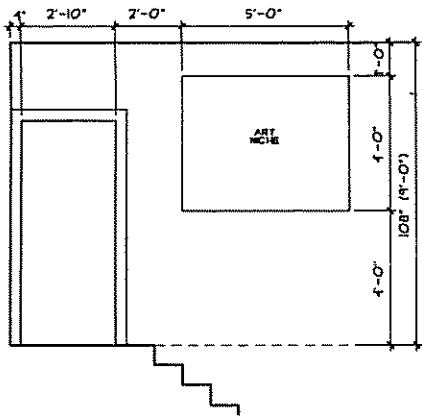
1 KITCHEN
SCALE 3/8"=1'-0"



2 KITCHEN
SCALE 3/8"=1'-0"

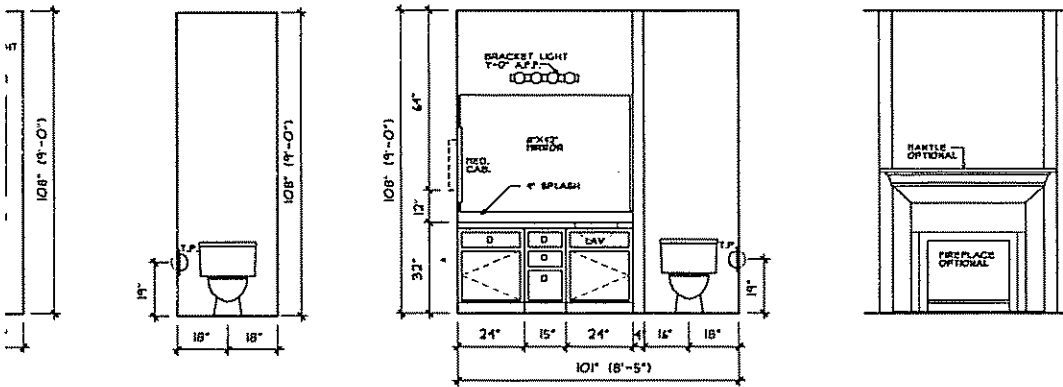


3 KITCHEN
SCALE 3/8"=1'-0"



8 ART NICHE
SCALE 3/8"=1'-0"

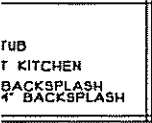
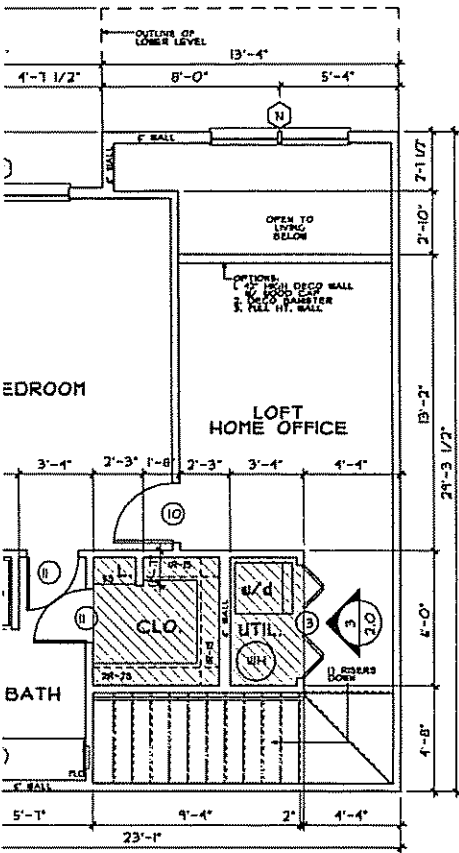
- OPTIONS:**
1. UPGRADE TO JACUZZI TUB
 2. PROVIDE WINE RACK AT KITCHEN
 3. PROVIDE FULL HEIGHT BACKSPLASH IN KITCHEN IN LIEU OF 4" BACKSPLASH



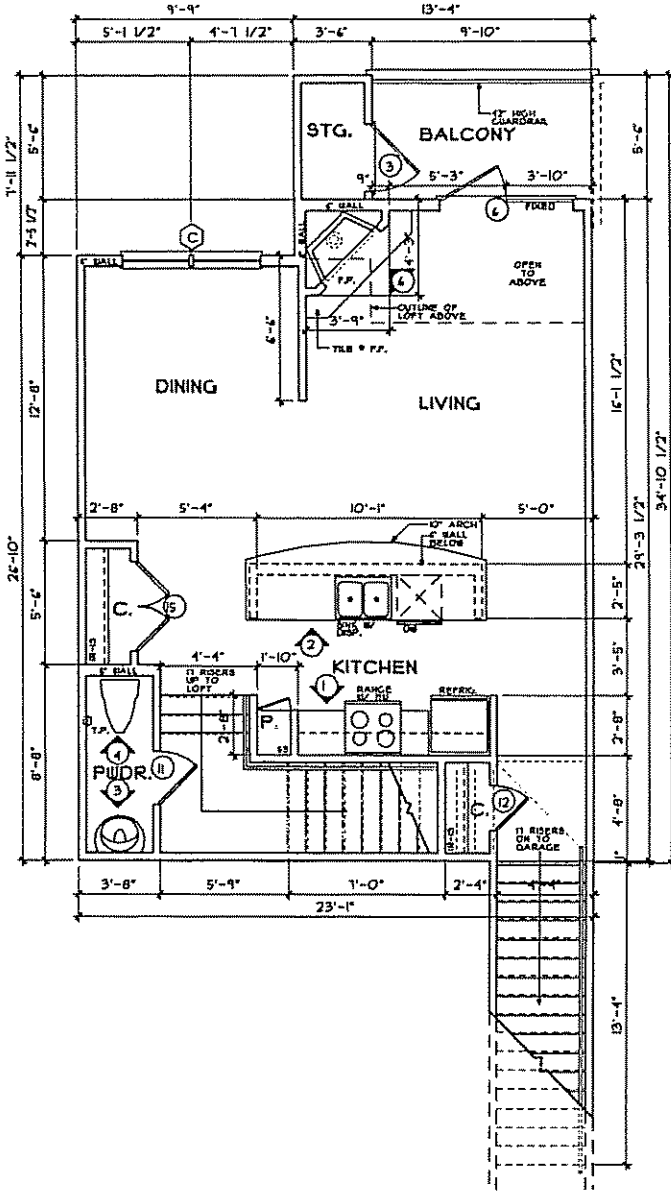
4 POWDER
SCALE 3/8"=1'-0"

5 BATHROOM
SCALE 3/8"=1'-0"

6 FIREPLACE
SCALE 3/8"=1'-0"



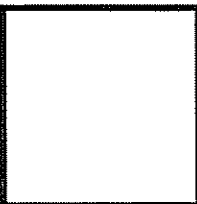
BEDROOM/ONE AND 1/2 BATH 549 S.F.
SCALE 1/4"=1'-0"



A2L-1 ONE BEDROOM/ONE AND 1/2 BATH 591 S.F.
SCALE 1/4"=1'-0"

TOTAL: 1,140 S.F.
STAIR NOT INCLUDED IN S.F.

OCCURS AT:
BLDG. 'A' 11/BLDG. X 8 BLDG. = 8 UNITS
BLDG. 'B' 11/BLDG. X 4 BLDG. = 4 UNITS
FOR A SITE TOTAL OF 14 UNITS



REVISIONS

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160 Condominiums in Whitefish, Montana for
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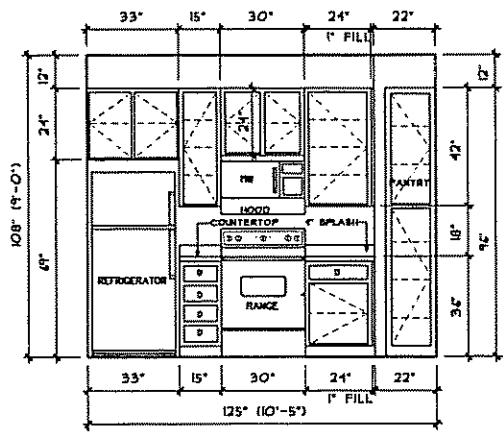
DATE
05-18-04

PROJECT
03137

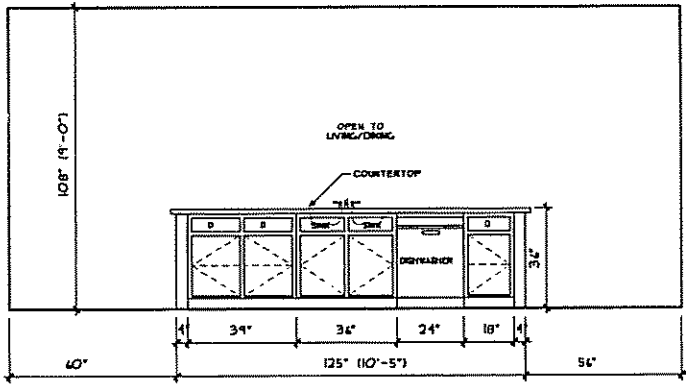
SHEET NUMBER
2.2
A2L UNIT

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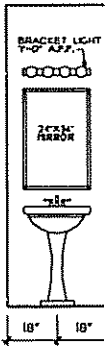
2005097 14570



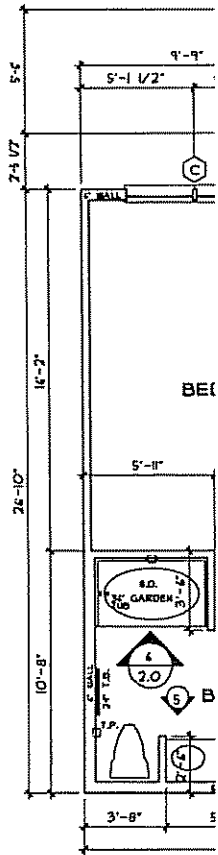
1 KITCHEN
SCALE 3/8"=1'-0"



2 KITCHEN
SCALE 3/8"=1'-0"



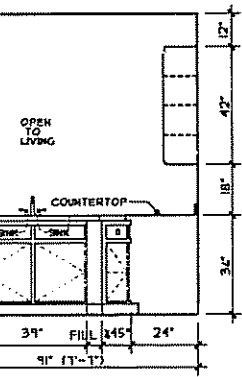
3 POWDER ROOM
SCALE 3/8"=1'-0"



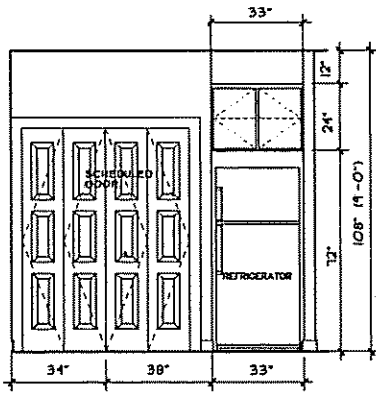
- OPTIONS:
- 1. UPGRADE TO JACUZZI TUB
 - 2. PROVIDE WINE RACK AT
 - 3. PROVIDE FULL HEIGHT BATH IN KITCHEN IN LIEU OF 4'

A2L-2 ONE BED
SCALE 1/4"=1'-0"

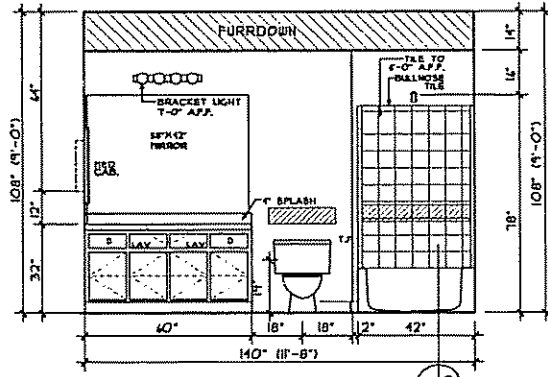
2005097 14570



5 KITCHEN
3/8" = 1'-0"

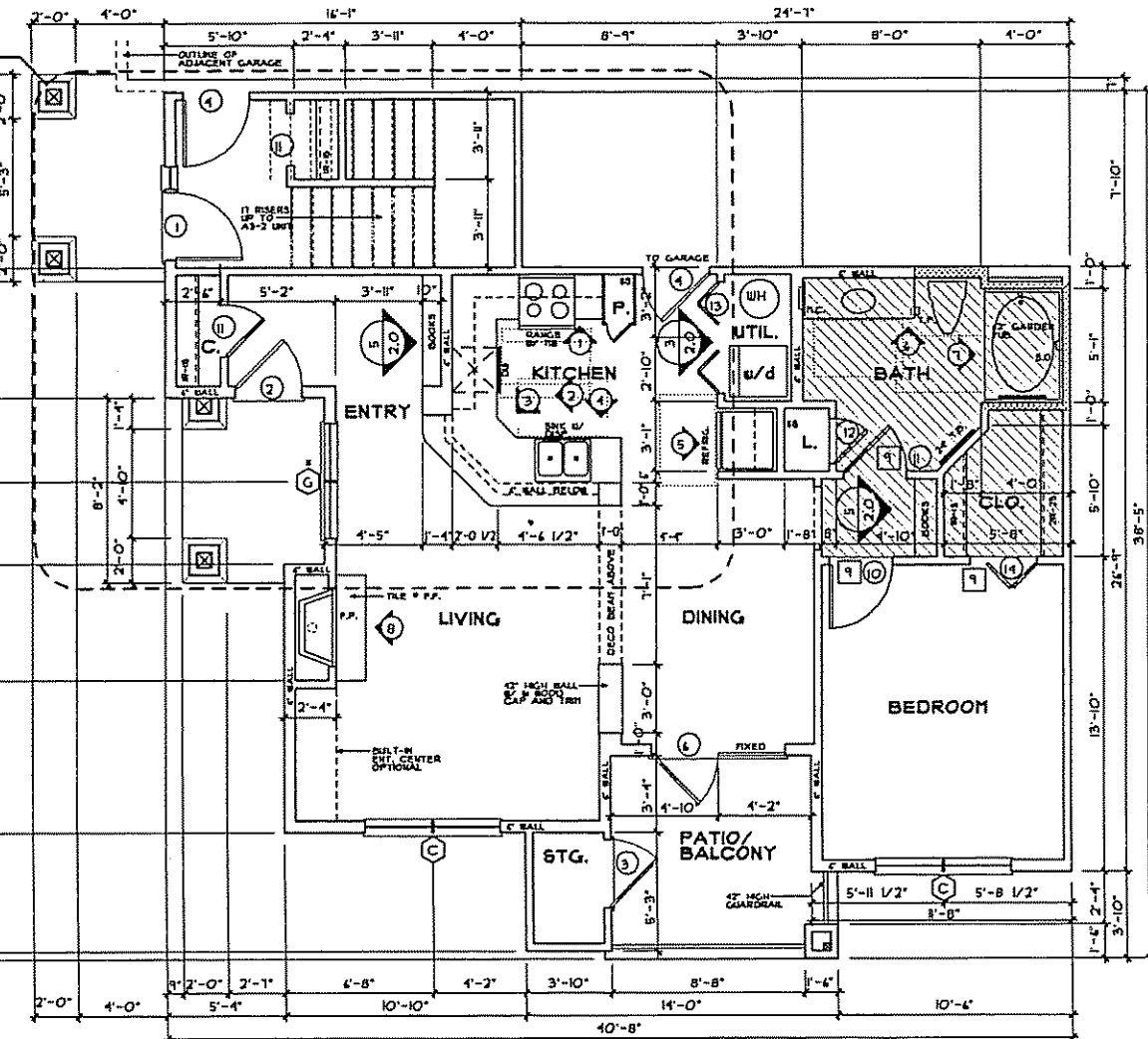


6 BATH
3/8" = 1'-0"



REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.



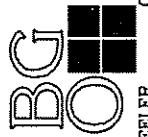
A3 ONE BEDROOM/ONE BATH

891 S.F.

SCALE 1/4" = 1'-0"

OCCURS AT:
BLDG. 'C' (4/BLOG. X 2 BLDG.) = 8 UNITS
FOR A SITE TOTAL OF 8 UNITS

CITY SUBMITTAL SET



DATE
05-18-04

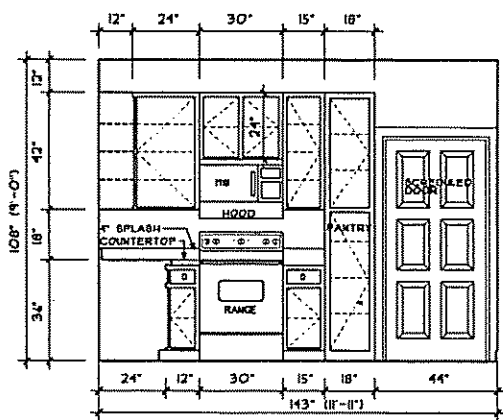
PROJECT
03137

SHEET NUMBER

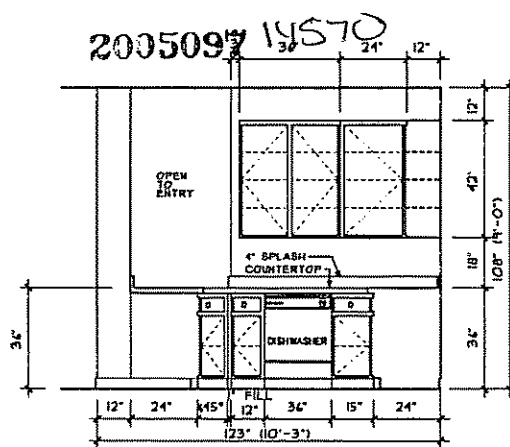
2.3

A3 UNIT

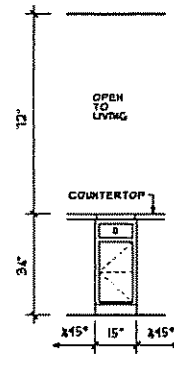
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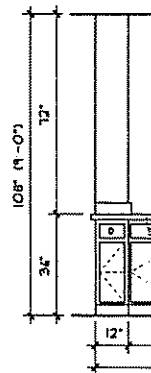
1 KITCHEN
3/8" = 1'-0"



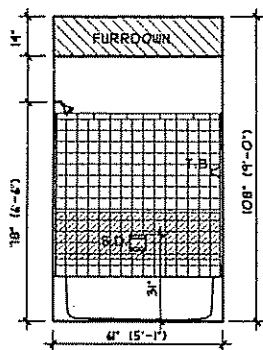
2 KITCHEN
3/8" = 1'-0"



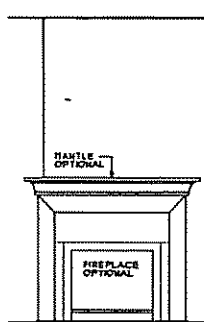
3 KITCHEN
3/8" = 1'-0"



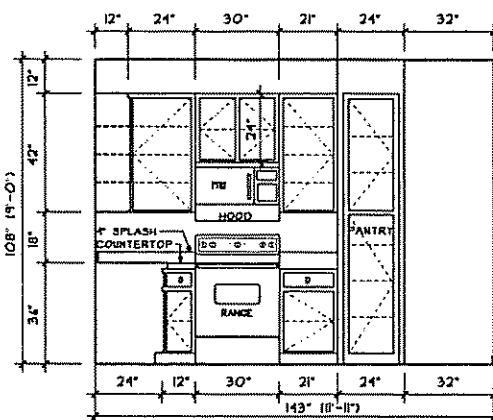
4 KITCHEN
3/8" = 1'-0"



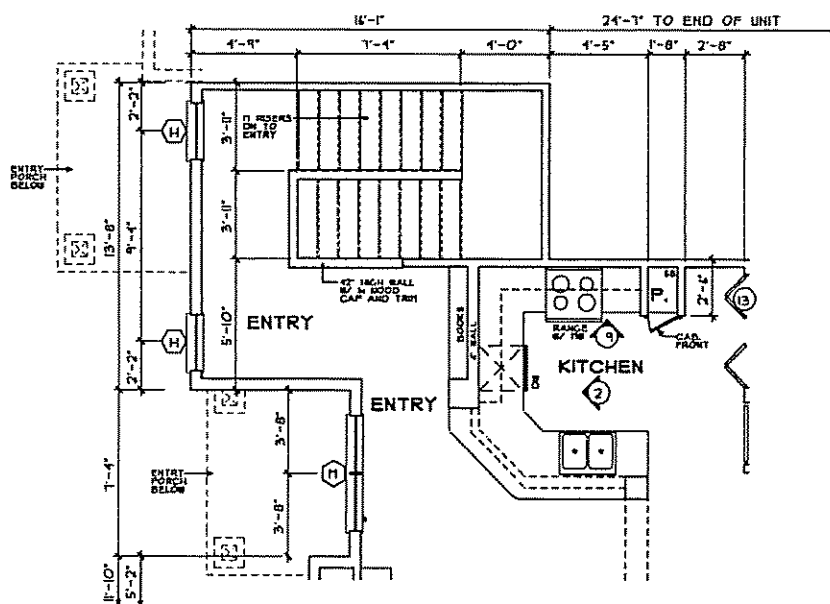
7 BATH
SCALE 3/8"=1'-0"
PROVIDE BLOCKING AT ALL
HEAD AND TOE LOCATIONS AT
FIRST FLOOR. REFER TO
SHEET 10 FOR DIMENSIONS.



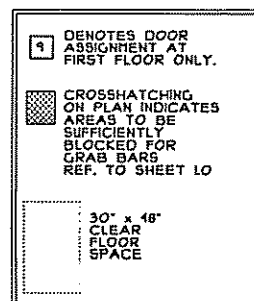
8 FIREPLACE
SCALE 3/8"=1'-0"



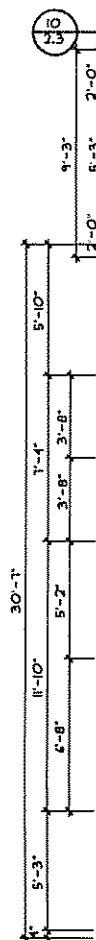
9 KITCHEN @ 2ND FLOOR
3/8" = 1'-0"

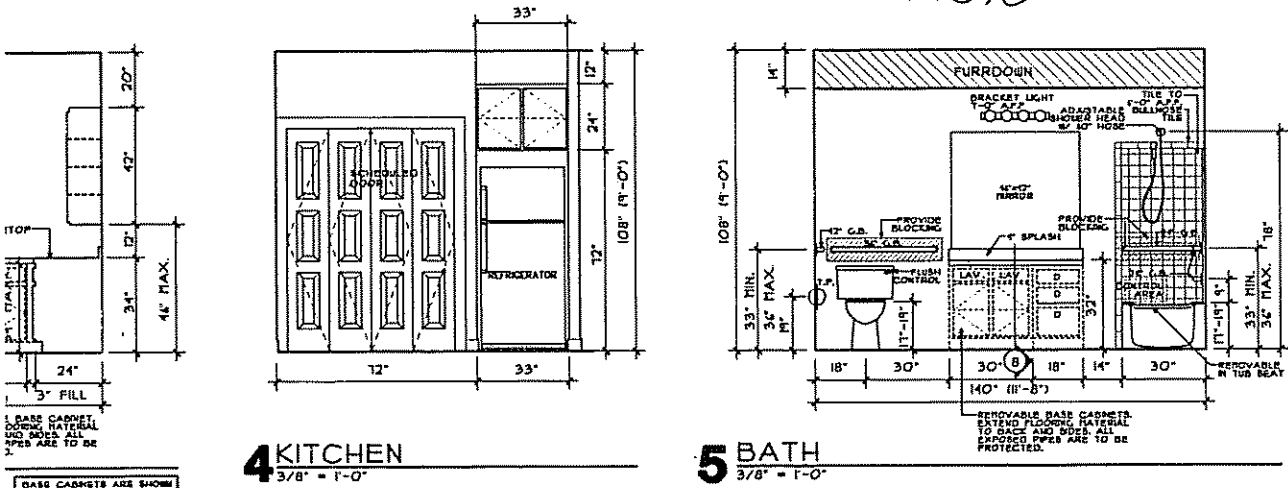


10 A3 UNIT SECOND FLOOR
SCALE 1/4"=1'-0"

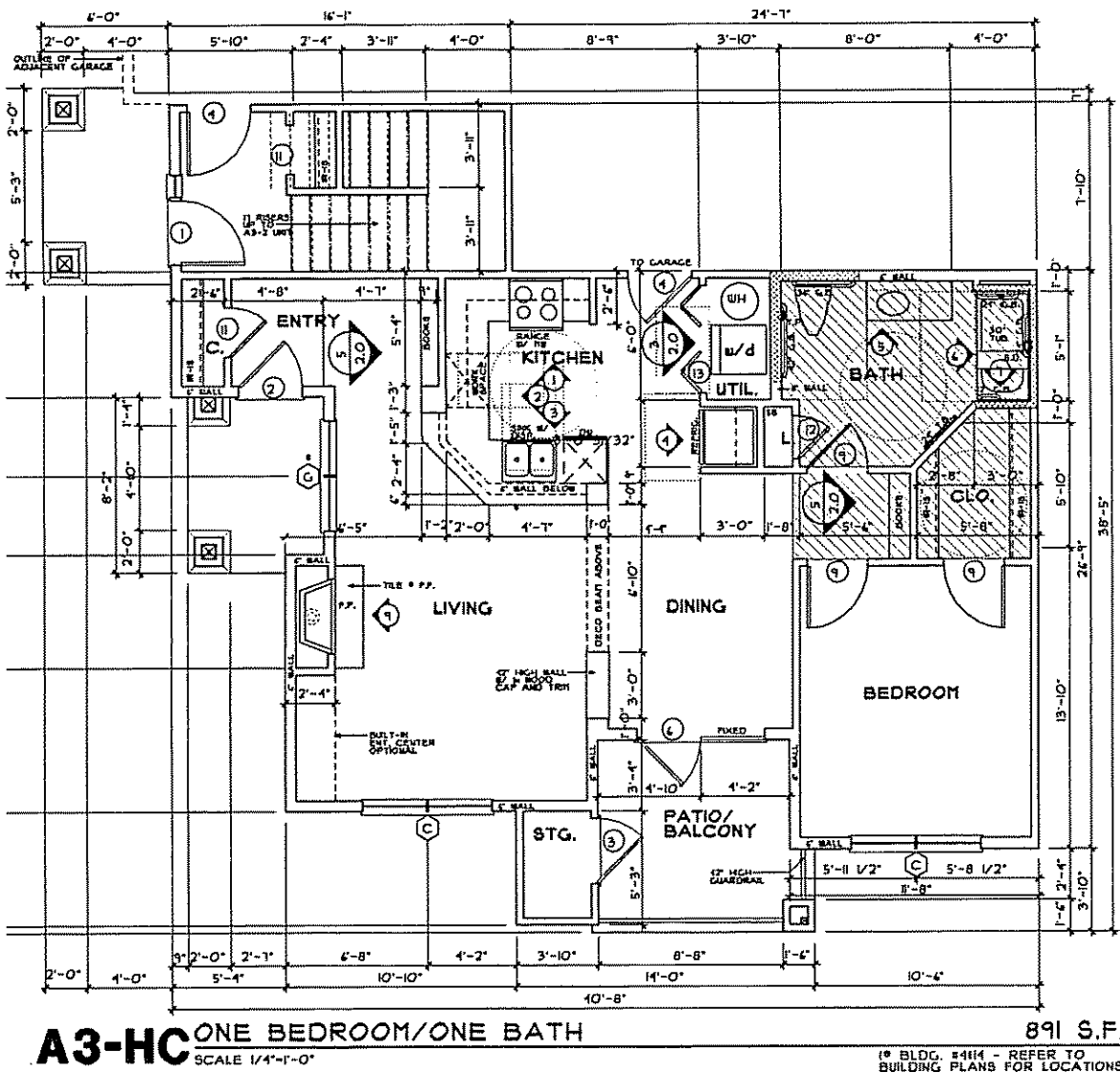


- OPTIONS:**
1. UPGRADE TO JACUZZI TUB
 2. PROVIDE WINE RACK AT KITCHEN
 3. PROVIDE FULL HEIGHT BACKSPLASH IN KITCHEN IN LIEU OF 4" BACKSPLASH





The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.



CITY SUBMITTAL SET

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BEELER GUEST OWENS ARCHITECTS, L.P.
4245 N. CENTRAL EXPY. SUITE 300 DALLAS, TEXAS 75205 (214) 520-8878

DATE
05-18-04

PROJECT
03137

SHEET NUMBER
2.3a

A3-HC UNIT

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Floor plan diagram of a kitchen showing dimensions and layout. The layout includes a countertop, a 4-inch splash, a range, and a door. Dimensions are provided in feet and inches.

Dimensions:

- Overall Width:** 12' 2" + 24' + 30" + 15' = 81' 2"
- Overall Depth:** 20' + 42' + 12' + 34' = 108' 0"
- Countertop:** 24' + 12' + 30' + 15' = 81' 0"
- Range:** 24' + 12' + 30' + 15' = 81' 0"
- Door:** 4' - 10' (width) x 108' 0" (height)

Floor plan of a kitchenette with the following dimensions and layout:

- Overall Dimensions:**
 - Width: 108" (9'-0")
 - Depth: 123" (10'-3")
- Layout Details:**
 - Open to Entry:** A large open area on the left side.
 - Countertop:** A horizontal countertop with a 4" splash.
 - Sinks:** Three sinks are located along the bottom wall, each 18" wide.
 - Stove:** A 30" wide stove is located between the two outer sinks.
 - Storage:** There are 18" wide cabinets on either side of the stove.
 - Backsplash:** A 42" high backsplash is located behind the countertop.
 - Door:** A door is located on the right wall, 34" wide.
 - Dimensions:**
 - Top wall: 3" (left), 30" (middle), 30" (right), 12" (far right).
 - Right wall: 20" (top), 42" (middle), 12" (bottom), 34" (bottom), 4" MAX. (bottom).
 - Bottom wall: 18" (left), 30" (middle), 18" (right), 24" (far right).

108" (9'-0")

14"

OPEN TO LIVING

COUNTERTOP

34"

24"

39"

91" (7'-7")

DISHWASHER

The technical drawings show two door configurations:

- Type A Door:** Features a top section labeled "FURRODOWN" with a height of 14". The main body has a grid pattern representing glass or mesh. Key dimensions include a total width of 78", a bottom section height of 33" MIN., and a maximum height of 108" (9'-0"). It includes labels for "TIE TO 2x6 A.P.F. BULLHORN-TIE", "PROVIDE BLOCKING", "2" MAX.", "24" MAX.", "3/4\"
- Type B Door:** Similar to Type A, it has a "FURRODOWN" top section (14") and a grid-patterned main body. Dimensions include a total width of 78", a bottom section height of 33" MIN., and a maximum height of 108" (9'-0"). Labels include "TIE TO 2x6 A.P.F. BULLHORN-TIE", "PROVIDE BLOCKING", "2" MAX.", "24" MAX.", "3/4"

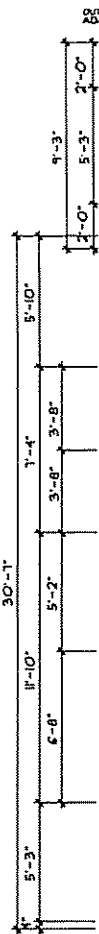
Diagram of a window seat with dimensions and labels:

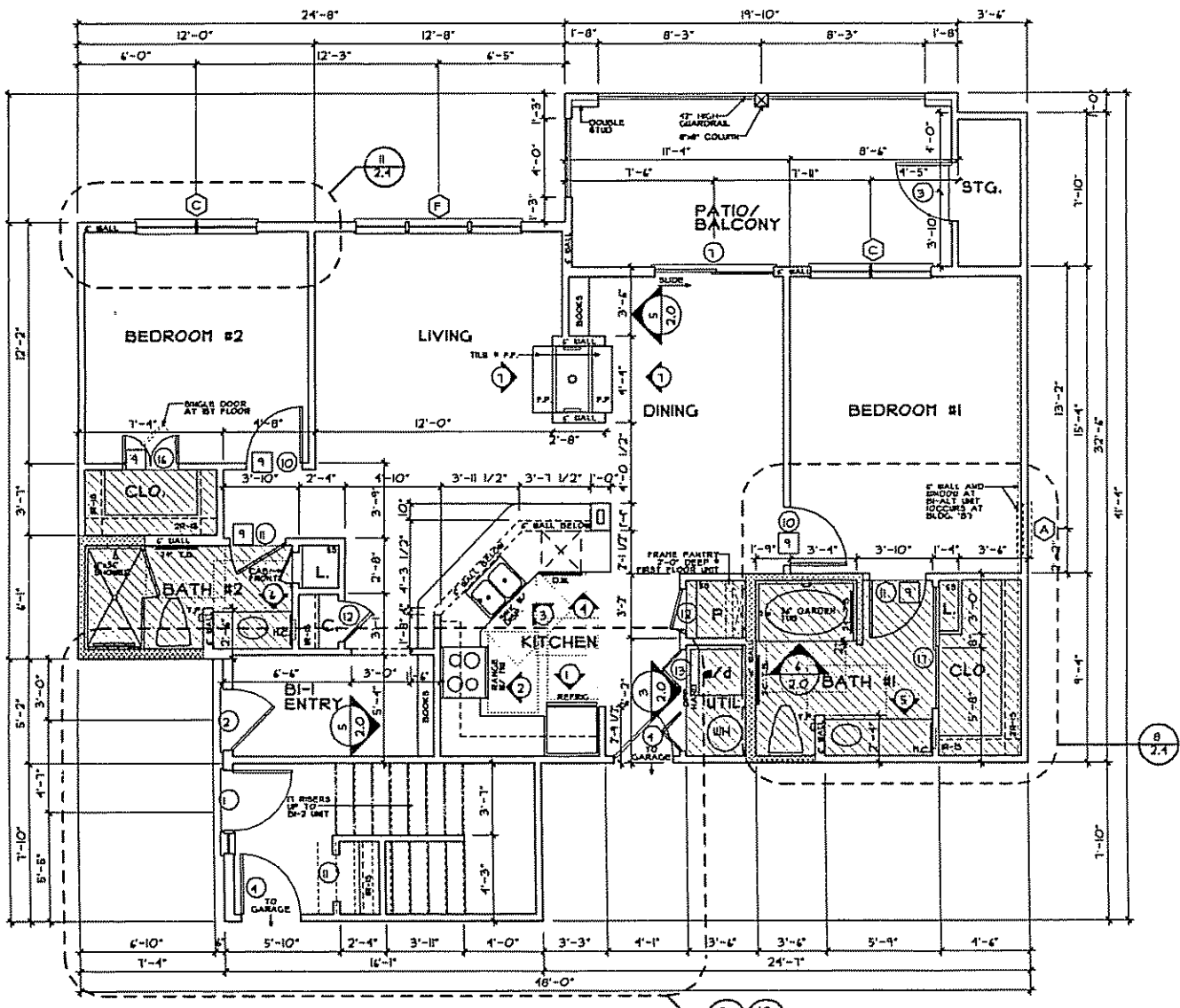
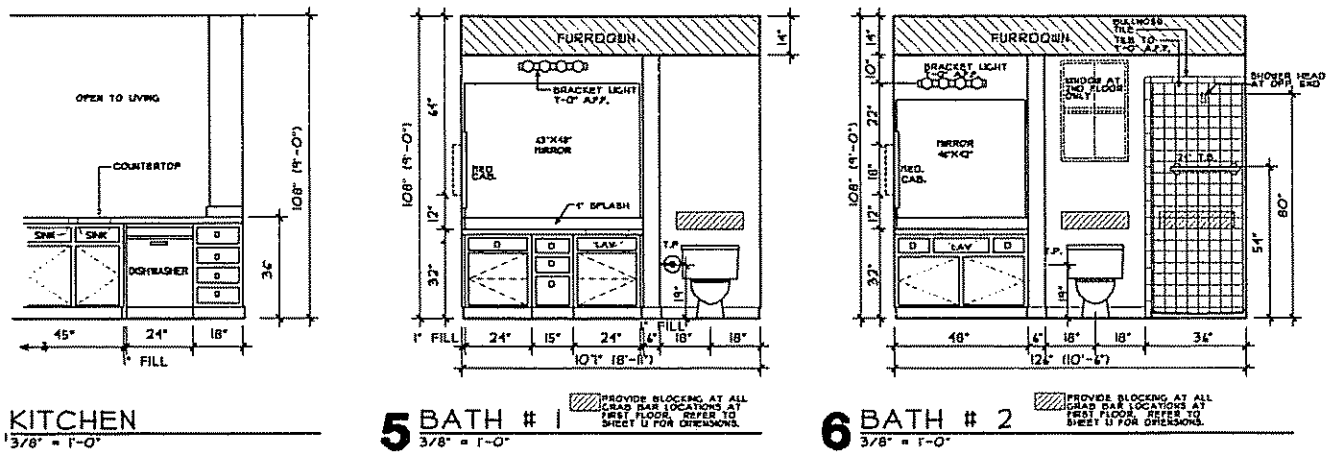
- Top label: **FURDOWN**
- Left vertical dimension: **24" MIN**
- Top horizontal dimension: **24"**
- Right vertical dimension: **108" (9'-0")**
- Bottom horizontal dimension: **33"**
- Bottom right text: **SHARP EDGES ARE TO BE PROTECTED**
- Bottom right text: **BASE CANNOT BE REMOVABLE**

Diagram illustrating a fireplace unit with a mantel and fireplace, both labeled as optional.

OPTIONS:

1. UPGRADE TO JACUZZI TUB
2. PROVIDE WINE RACK AT KITCHEN
3. PROVIDE FULL HEIGHT BACKSPLASH IN KITCHEN IN LIEU OF 4" BACKSPLASH





B1 TWO BEDROOM/TWO BATH
1/4" = 1'-0"

1,204 S.F.

OCCURS AT:
BLDG. 'A' (1/4 BLDG. X 8 BLDG.) = 32 UNITS
BLDG. 'B' (4/4 BLDG. X 4 BLDG.) = 24 UNITS
FOR A SITE TOTAL OF 56 UNITS

REVISIONS

REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET

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GUEST SUITE 300 DALLAS, TEXAS 75205 (214) 520-8878

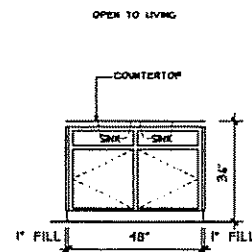
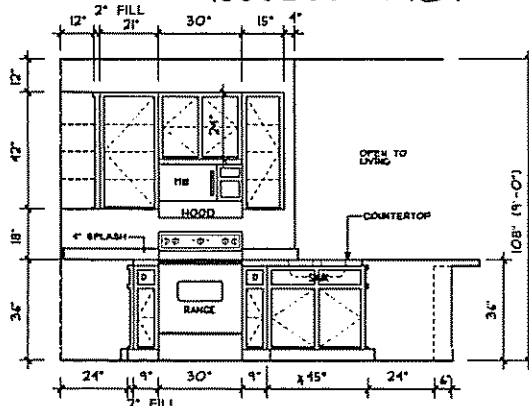
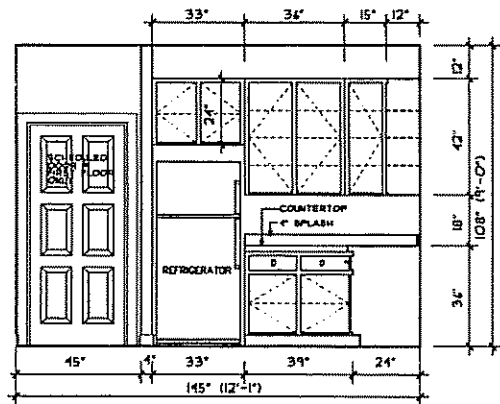
BEELER
4245 N. CENTRAL EXPY.

DATE
05-18-04

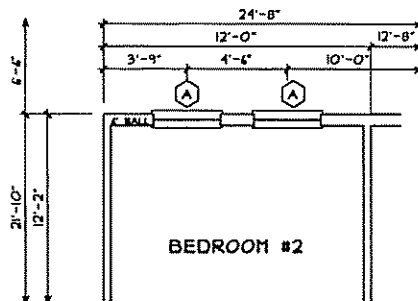
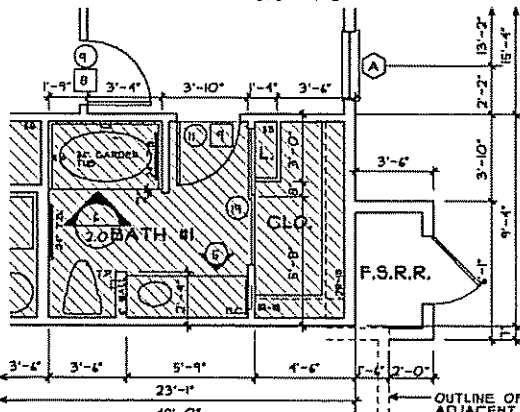
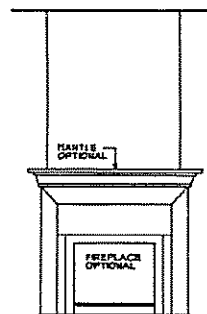
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SHEET NUMBER
2.4
B1 UNIT

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4 K

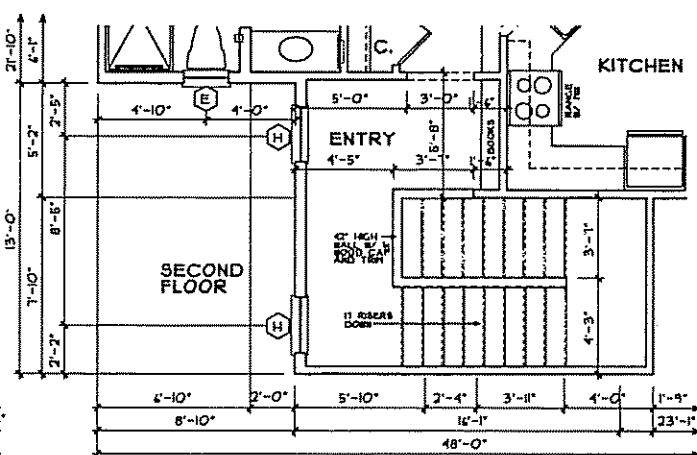
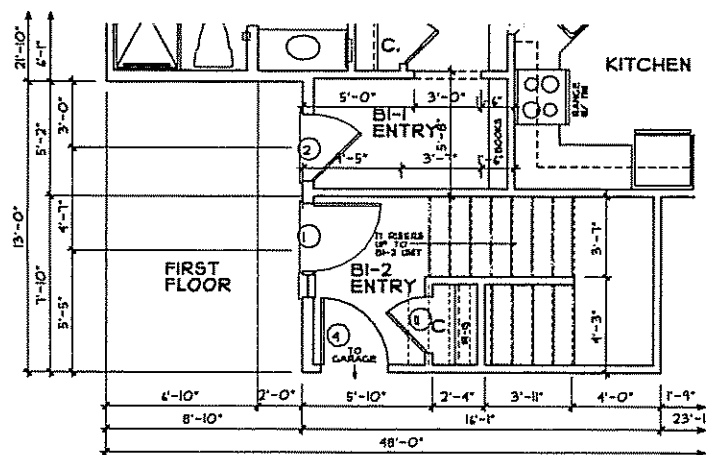


7 FIREPLACE
SCALE 3/8" = 1'-0"

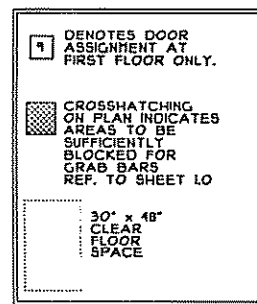
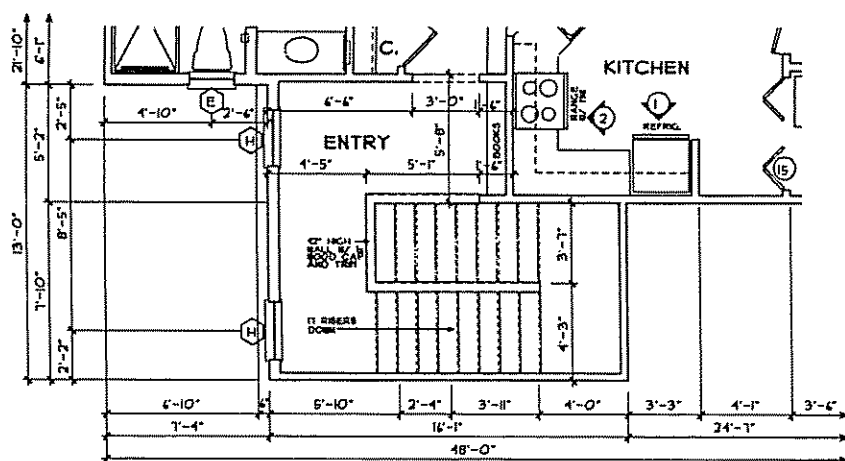
8 F.S.R. ROOM PARTIAL
1/4" = 1'-0"

REFER TO UNIT PLAN FOR BALANCE OF NOTES AND DIMENSIONS. OCCURS AT BUILDING 'B' ONLY. REFER TO BUILDING PLAN FOR LOCATION.

11 ALT. WINDOW CONDITION
1/4" = 1'-0"



9 BI-ALT STAIR AT BLDG. 'B'
1/4" = 1'-0"

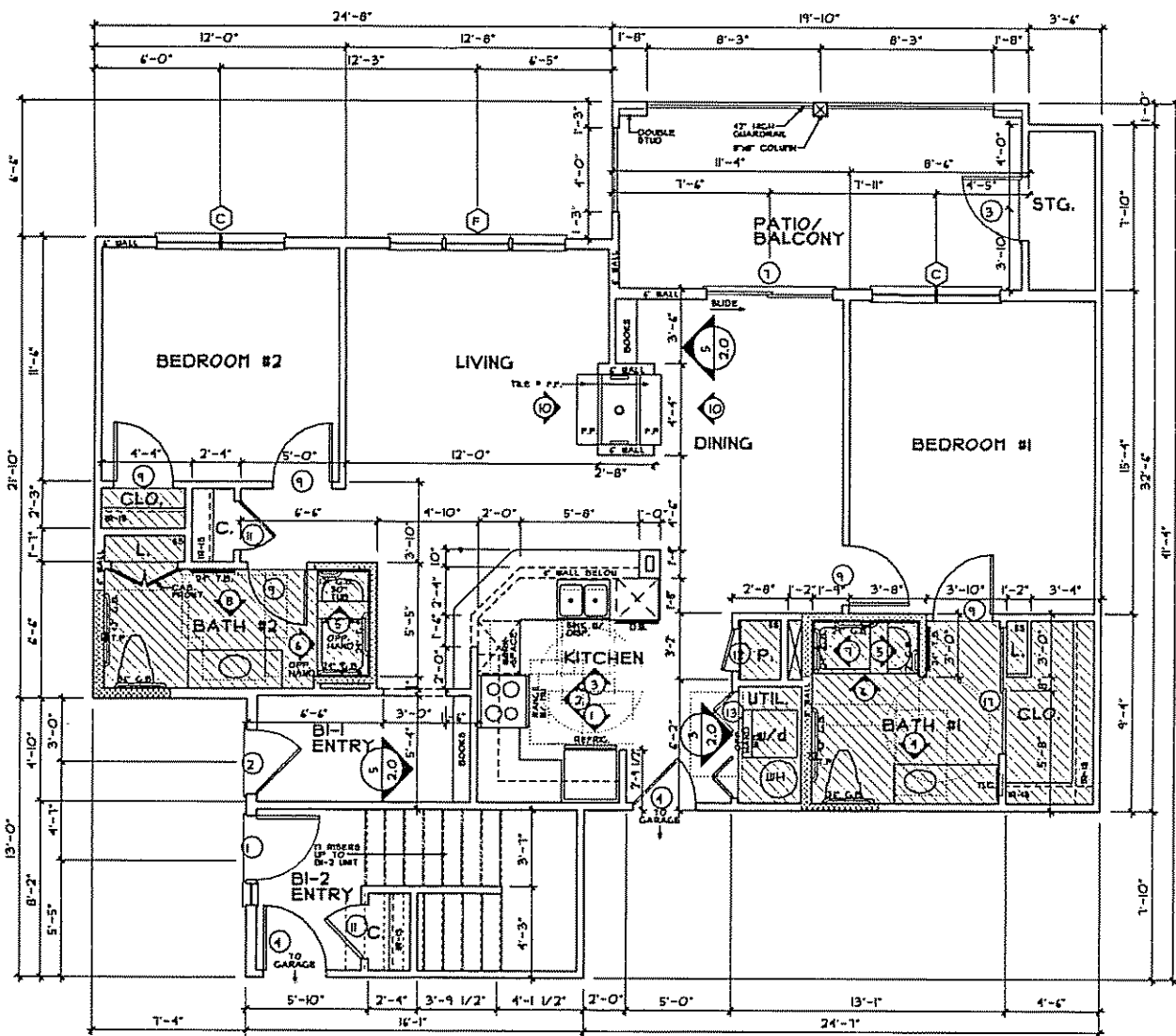
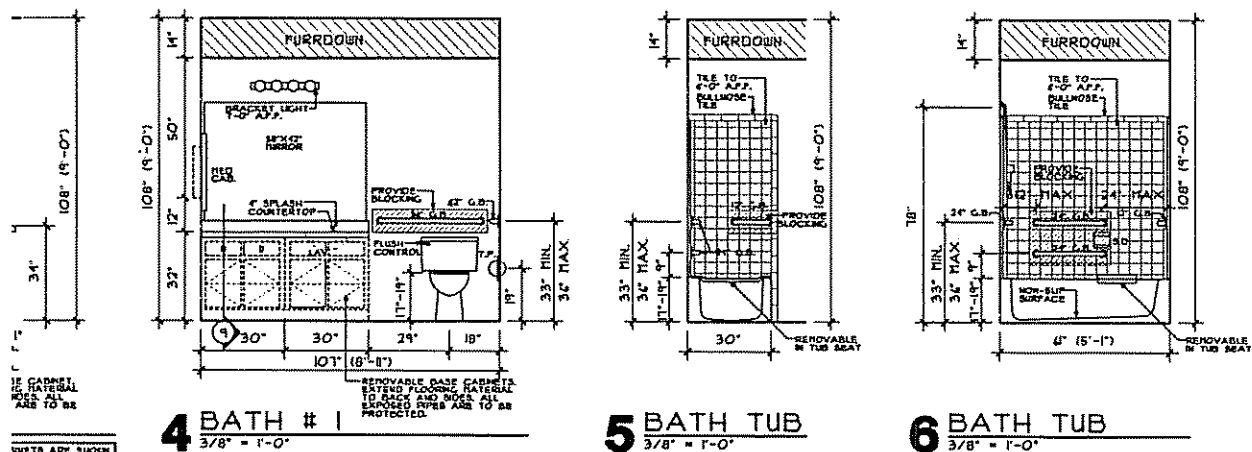


OPTIONS:

1. UPGRADE TO JACUZZI TUB
2. PROVIDE WINE RACK AT KITCHEN
3. PROVIDE FULL HEIGHT BACKSPLASH IN KITCHEN IN LIEU OF 4" BACKSPLASH

10 BI UNIT SECOND FLOOR
1/4" = 1'-0"

2005097 14570



B1-HC TWO BEDROOM/TWO BATH

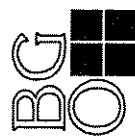
1,204 S.F.

(* BLDG. #118 - REFER TO BUILDING PLANS FOR LOCATIONS)

REVISIONS

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05-18-04

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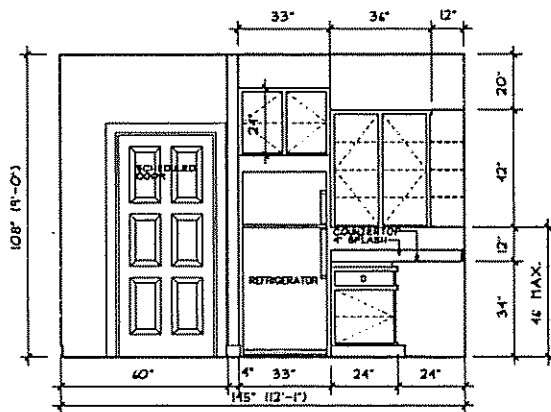
SHEET NUMBER

2.4a

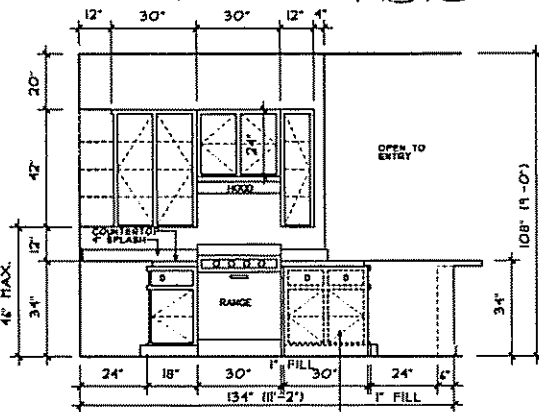
B1-HC UNIT

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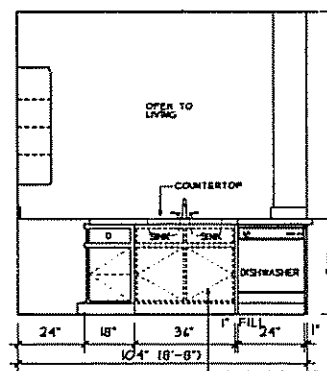
2005097 14570



1 KITCHEN
3/8" = 1'-0"



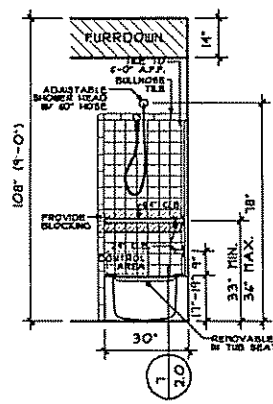
2 KITCHEN
3/8" = 1'-0"



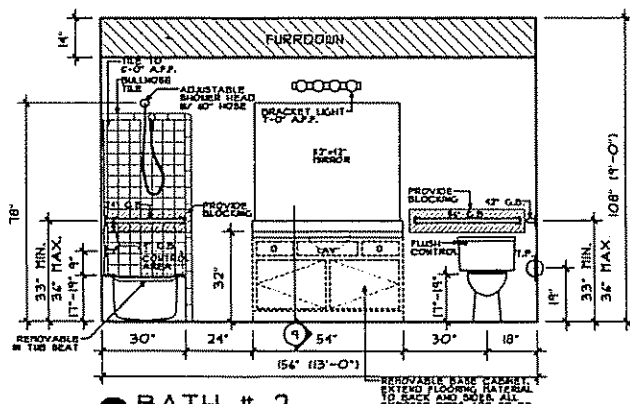
3 KITCHEN
3/8" = 1'-0"

BASE CABINETS ARE SHOWN FIXED AT 34" A.F.F. OPTION TO PROVIDE ADJUSTABLE 28"-32" A.F.F. (SEE NOTE)

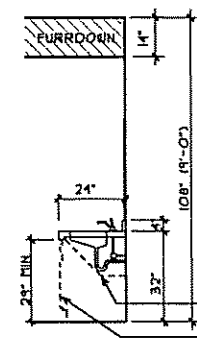
BASE CABINETS ARE SHOWN FIXED AT 34" A.F.F. OPTION TO PROVIDE ADJUSTABLE 28"-32" A.F.F. (SEE NOTE)



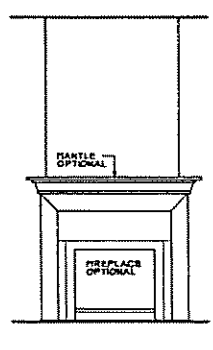
7 BATH TUB
3/8" = 1'-0"



8 BATH # 2
3/8" = 1'-0"



9 SINK
SCALE: 3/8" = 1'-0"



10 FIREPLACE
SCALE 3/8" = 1'-0"

GENERAL NOTES

NOTES: ALL H.C. ADAPTABLE UNITS TO MEET ANSI A117

THE SINK AND SURROUNDING COUNTER SHALL BE ADJUSTABLE OR REPLACEABLE AS A UNIT AT VARIABLE HEIGHTS BETWEEN 28" AND 34" OR SHALL BE MOUNTED AT A FIXED HEIGHT OF NO MORE THAN 34" A.F.F. ROUGH IN PLUMBING FOR ADJUSTABLE SINKS SHALL ACCEPT CONNECTIONS FOR A SINK 28" HIGH. SINK BOWL DEPTH SHALL BE 1/2" OR LESS ONLY ONE BOWL NEEDS TO MEET THIS REQUIREMENT.

BASE CABINETS SHALL BE REMOVABLE UNDER THE FULL 30" MIN. FRONTAGE OF SINK AND SURROUNDING COUNTER. FINISHED FLOORING SHALL EXTEND TO WALL. A CLEAR FLOOR SPACE OF 30" BY 48" SHALL ALLOW FORWARD APPROACH. IF OF CLEAR FLOOR SPACE MAY EXTEND UNDERNEATH THE COUNTER. THE KNEE SPACE SHALL HAVE A MIN. OF 30" CLEAR WIDTH. ALL SHARP OR ABRASIVE SURFACES SHALL BE ELIMINATED OR PROTECTED. SUPPLY PIPES AND DRAIN PIPES SHALL BE COVERED OR PROTECTED.

PROVIDE ACCESSIBLE LEVER TYPE CONTROL AT FAUCETS PER ANSI 4.20.5. ENSURE THAT ELECTRIC OUTLETS, LIGHT SWITCHES, THERMOSTATS AND OTHER OPERATING CONTROLS AND MECHANISMS COMPLY PER ANSI 4.33.4.3. ANY CHANGE IN LEVEL BETWEEN 1/4" AND 1/2" SHALL HAVE A BEVEL WITH SLOPE NO GREATER THAN 1:2 (4.5:1).

WORK SURFACES:

COUNTERS ARE TO BE ADJUSTABLE OR REPLACEABLE AS A UNIT AT VARIABLE HEIGHTS BETWEEN 28" AND 34". BASE CABINETS SHALL BE REMOVABLE UNDER THE FULL 30" MIN. COUNTER THICKNESS AND SUPPORTING STRUCTURES SHALL BE 2" MAX. OVER REQUIRED CLEAR AREA. A CLEAR FLOOR SPACE OF 30" BY 48" SHALL ALLOW FORWARD APPROACH. KNEE SPACE SHALL HAVE A MIN. OF 30" IN CLEAR WIDTH. ALL SHARP OR ABRASIVE SURFACES SHALL BE ELIMINATED OR PROTECTED.

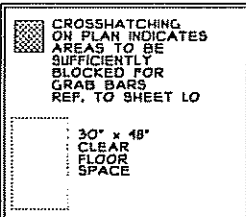
ADAPTABILITY REQUIREMENTS:

GRAB BARS, ADA SHOWER HEADS AND CONTROLS MAY BE INSTALLED ONLY WHEN REQUESTED BY A HANDICAPPED PERSON INTENDING TO RENT PROVIDED THAT SUFFICIENT BLOCKING FOR THE GRAB BARS AND ADDITIONAL PLUMBING IS PROVIDED IN WALL TO FACILITATE INSTALLATION. SHOWER SEAT IS REMOVABLE AND MAY BE PROVIDED UPON REQUEST.

EXTERIOR PASSAGE DOORS:

PROVIDE (PER ANSI 404) MAXIMUM 1/2" HIGH THRESHOLDS AT ALL EXTERIOR DOORS INTENDED FOR PASSAGE.

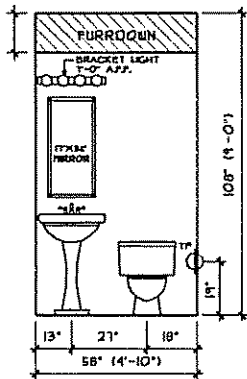
PROVIDE MAXIMUM 3/4" HIGH THRESHOLD W/ BEVELED EDGES THAT HAVE SLOPES NOT GREATER THAN 1:2 AT ALL EXTERIOR SUDING PASSAGE DOORS.



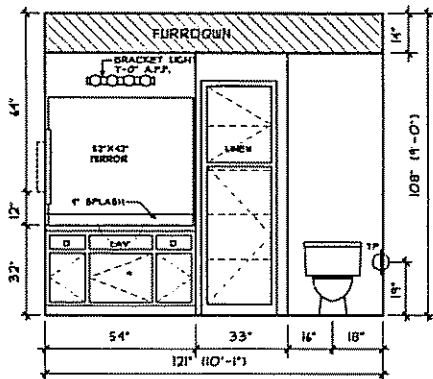
OPTIONS:

1. UPGRADE TO JACUZZI TUB
2. PROVIDE WINE RACK AT KITCHEN
3. PROVIDE FULL HEIGHT BACKSPLASH IN KITCHEN IN LIEU OF 4" BACKSPLASH

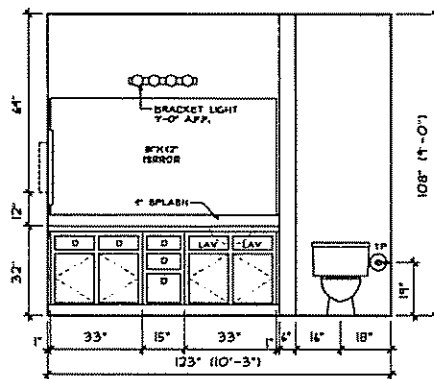
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4 POWDER
SCALE 3/8"=1'-0"



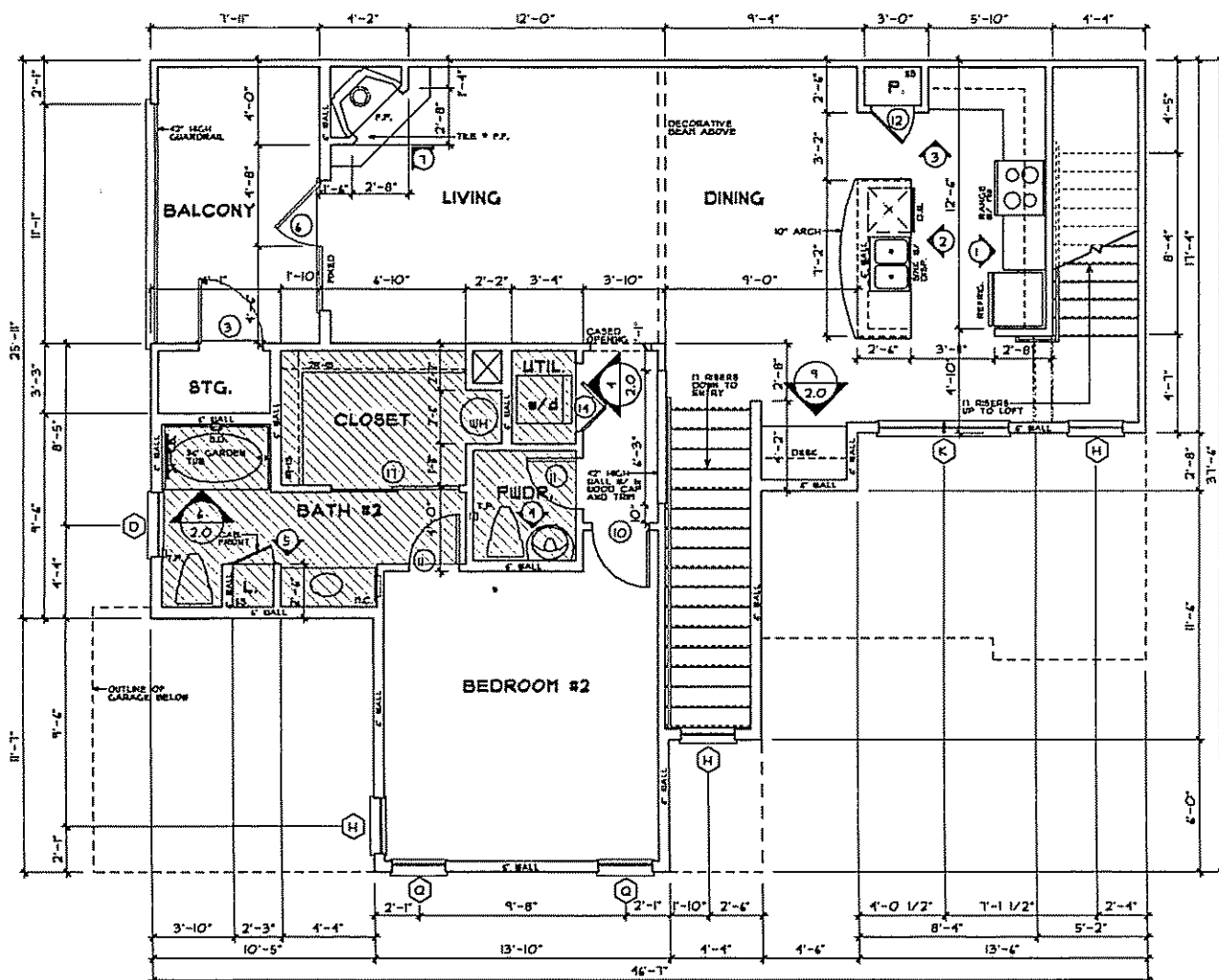
5 BATHROOM #2
SCALE 3/8"=1'-0"



6 BATHROOM #1
SCALE 3/8"=1'-0"

OPTIONS:

1. UPGRADE TO JACUZZI TUB
2. PROVIDE WINE RACK AT KITCHEN
3. PROVIDE FULL HEIGHT BACKSPLASH IN KITCHEN IN LIEU OF 4" BACKSPLASH



B2L-1 TWO BEDROOM/TWO AND 1/2 BATH
SCALE 1/4"=1'-0"

969 S.F.
TOTAL: 1,344 S.F.
STAIRS NOT INCLUDED IN S.F.

OCCURS AT:
BLOC. 'A' (1/BLOC. X 8 BLOC.) = 8 UNITS
BLOC. 'B' (1/BLOC. X 6 BLOC.) = 6 UNITS
FOR A SITE TOTAL OF 14 UNITS

REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET

BO
BEELER
4245 N. CENTRAL EXPWY SUITE 300
DALLAS, TEXAS 75205 (214) 930-8878

DATE
05-18-04

PROJECT
03137

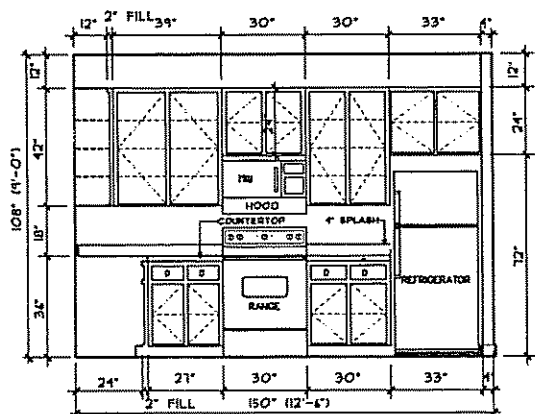
SHEET NUMBER

2.5

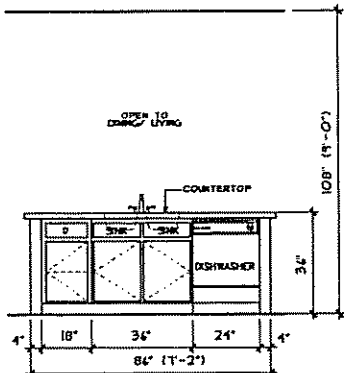
B2L UNIT

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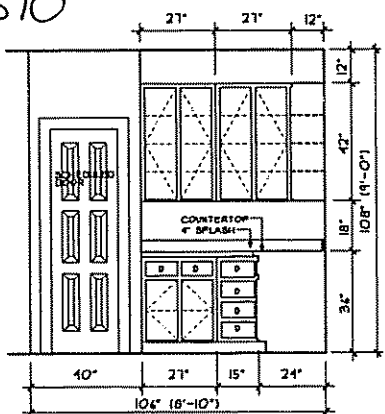
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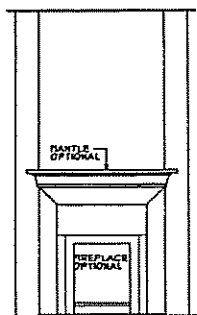
1 KITCHEN
SCALE 3/8"=1'-0"



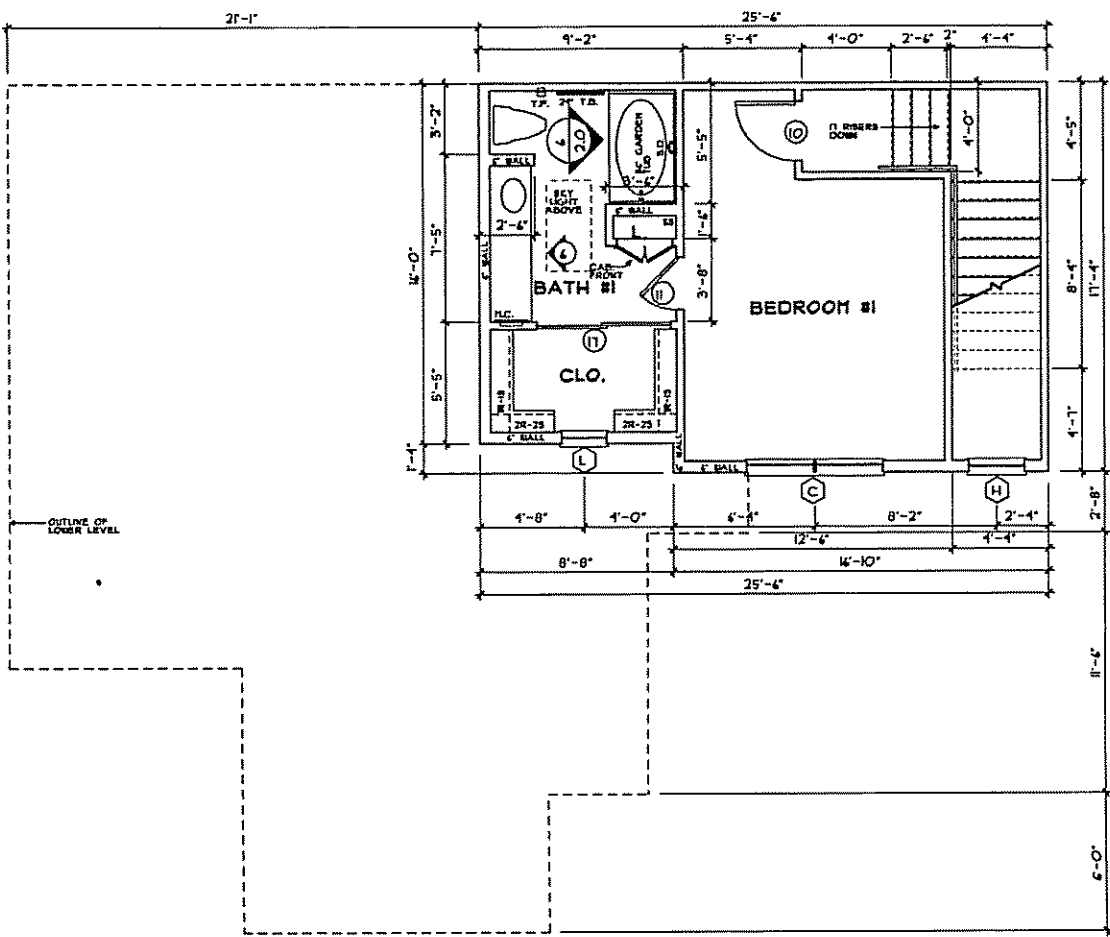
2 KITCHEN
SCALE 3/8"=1'-0"



3 KITCHEN
SCALE 3/8"=1'-0"



7 FIREPLACE
SCALE 3/8"=1'-0"



B2L-2 TWO BEDROOM/TWO AND 1/2 BATH
SCALE 1/4"=1'-0"

375 S.F.

Technical drawing of a kitchen cabinet layout with dimensions and labels:

- Overall Dimensions:**
 - Height: 108" (9'-0")
 - Width: 119" (9'-11")
- Vertical Segments (Left Side):**
 - Top: 14"
 - Middle: 50"
 - Bottom: 32"
- Vertical Segments (Right Side):**
 - Top: 5'-4"
 - Bottom: 14"
- Horizontal Segments (Bottom):**
 - Left Section: 39"
 - Middle Section: 39"
 - Right Section 1: 19"
 - Right Section 2: 18"
- Labels and Features:**
 - FURDOWN** (hatched area at the top)
 - BRACKET LIGHT** (8 T.C. A.P.F.)
 - MIRROR 16" W x 2"**
 - NEG. CAB.** (Negative Cabinet)
 - 4" SPLASH**
 - T.P.** (Top Panel)

FLOOR PLAN OF A BATHROOM STALL:

- Overall Dimensions:** 108" (9'-0") wide by 80" high.
- Entrance:** 37" wide.
- Interior Dimensions:** 42" wide by 50" high.
- Fixtures and Features:**
 - BRACKET LIGHT:** T-0" A.F.F. (10'-0")
 - RED. CAB.** (Reduction Cabinet)
 - 4" SPLASH**
 - SCHEDULED SWITCH**
 - TRE TO 6'-0" A.F.F. BULLDOZER TRE 8**
 - TOILET:** 18" high, 18" wide.
 - BATHTUB:** 36" wide, 31" high.
- Other Labels:** FURDOWH, 120" (10'-0")

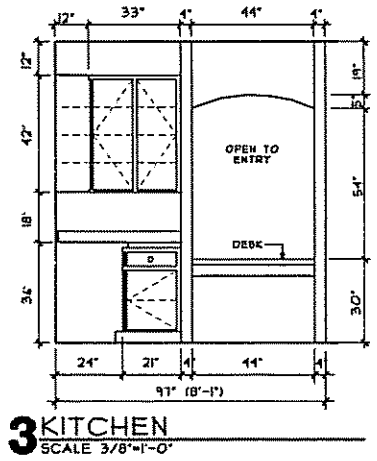
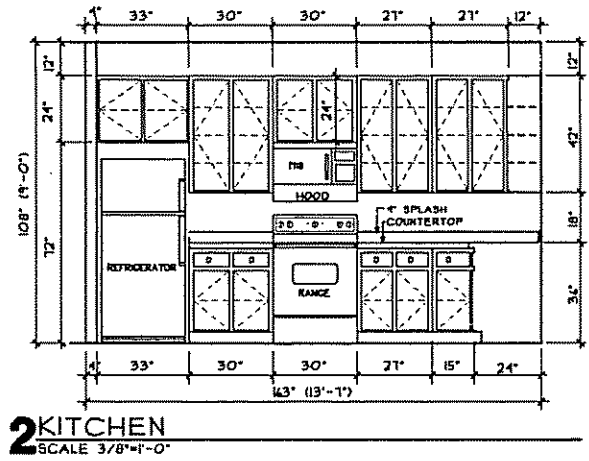
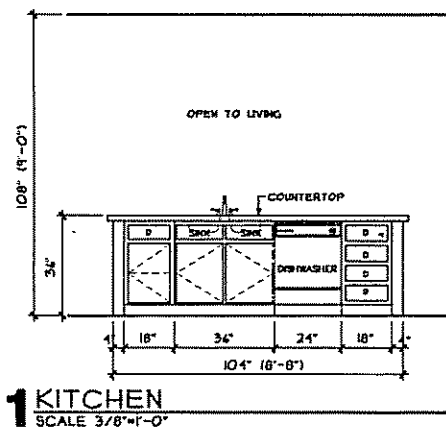
A line drawing of a fireplace. Above the mantel, the text "MANTLE" is written, with "OPTIONAL" written below it. Inside the fireplace opening, the text "HEARTH" is written, with "OPTIONAL" written below it.

This is a detailed floor plan for a single-story house. The overall dimensions are 52'-9" wide by 34'-8" deep. The layout includes a two-car garage (20'-28") at the rear right, leading into a large closet (11) and a bathroom (10) with a linen closet (12). The main living area consists of a living room (14'-6" x 14'-6"), a dining room (3'-5" x 3'-3"), and a kitchen (10'-1" x 3'-3") with a range, sink, and refrigerator. The kitchen opens into a patio (10'-0" x 10'-0") and a utility room (10'-9" x 3'-0") with a washer/dryer area (u/d) and storage (sh). The front of the house features a large bedroom (13'-11" x 13'-9") with a fireplace, a second bedroom (13'-9" x 12'-3"), and a central patio (10'-0" x 10'-0"). The plan also shows a bathroom (10) with a bathtub, a closet (11), and a utility room (10) with a washer/dryer area (u/d) and storage (sh). The overall dimensions are 52'-9" wide by 34'-8" deep.

2.6

B3 UNIT

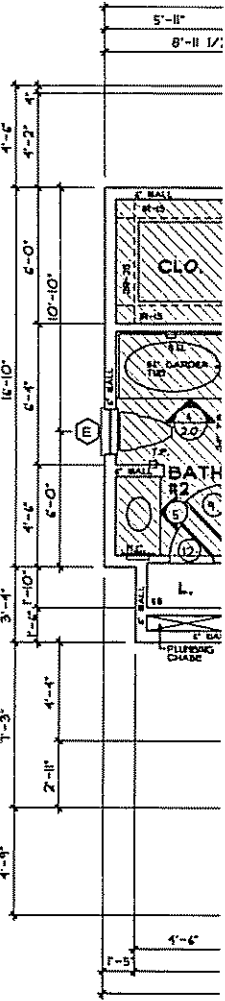
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CROSSHATCHING ON PLAN INDICATES AREAS TO BE SUFFICIENTLY BLOCKED FOR GRAB BARS REF. TO SHEET I.O.

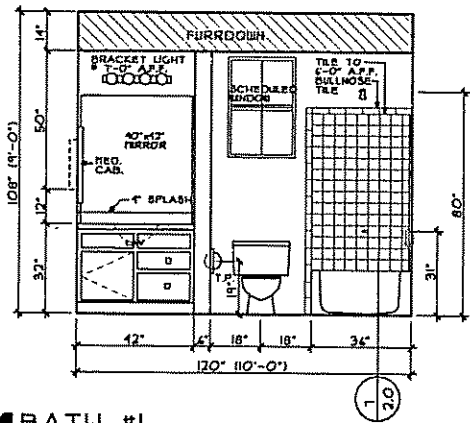
30' x 48" CLEAR FLOOR SPACE

- OPTIONS.**
- 1. UPGRADE TO JACUZZI TUB
 - 2. PROVIDE WINE RACK AT KITCHEN
 - 3. PROVIDE FULL HEIGHT BACKSPLASH IN KITCHEN IN LIEU OF 4" BACKSPLASH

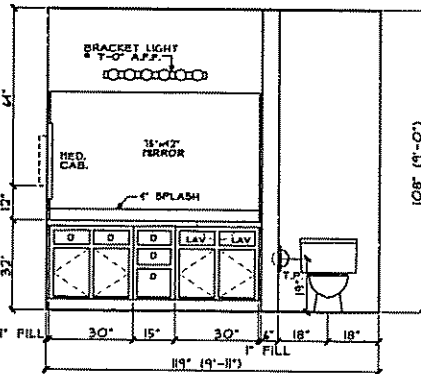


B3 TWO BEDS
SCALE 1/4"=1'-0"

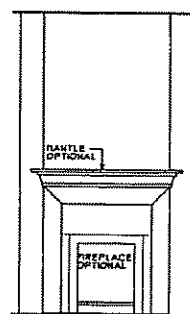
2005097 14570



4 BATH #1
SCALE 3/8"=1'-0"

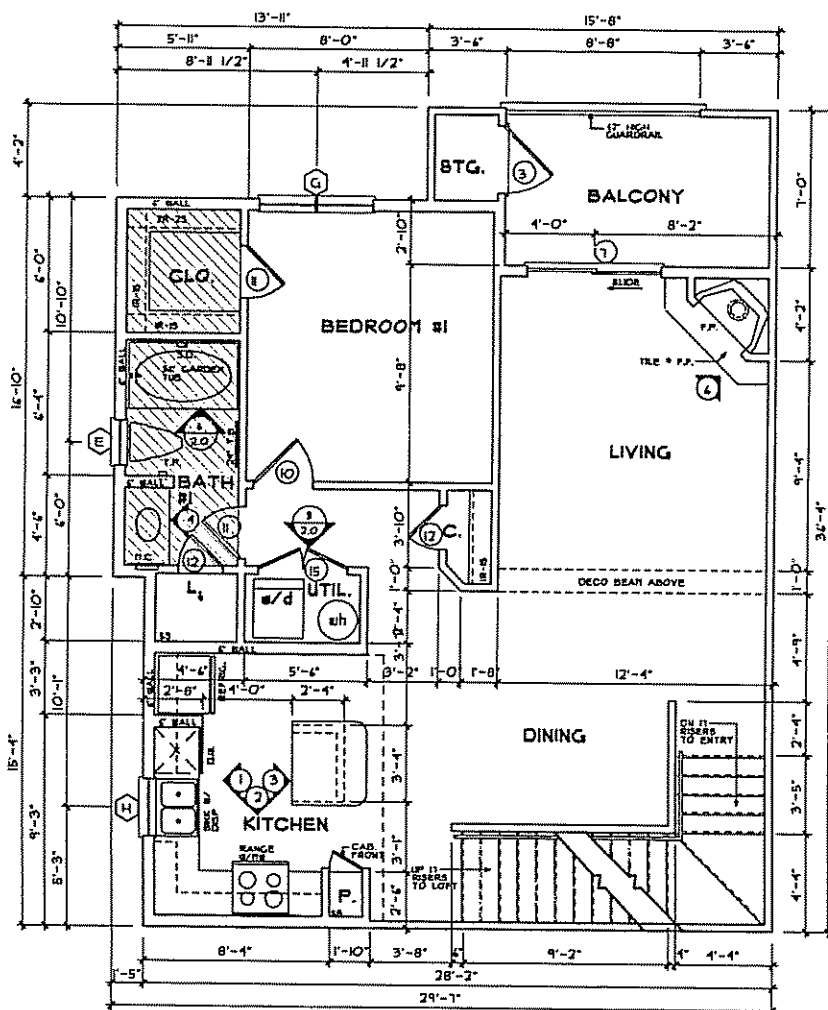


5 BATH #2
SCALE 3/8"=1'-0"



6 FIREPLACE
SCALE 3/8"=1'-0"

- OPTIONS:**
1. UPGRADE TO JACUZZI TUB
 2. PROVIDE WINE RACK AT KITCHEN
 3. PROVIDE FULL HEIGHT BACKSPLASH IN KITCHEN IN LIEU OF 4" BACKSPLASH



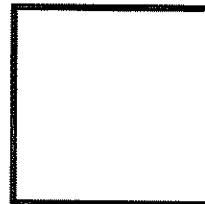
B4L-1 TWO BEDROOM/TWO BATH

SCALE 1/4"=1'-0"

820 S.F.

TOTAL: 1,252 S.F.
STAIRS NOT INCLUDED IN S.F.

OCCURS AT:
BLDG. 'A' (1/BLDG. X 8 BLDG.) = 8 UNITS
BLDG. 'B' (1/BLDG. X 6 BLDG.) = 6 UNITS
FOR A SITE TOTAL OF 14 UNITS



REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET

BO

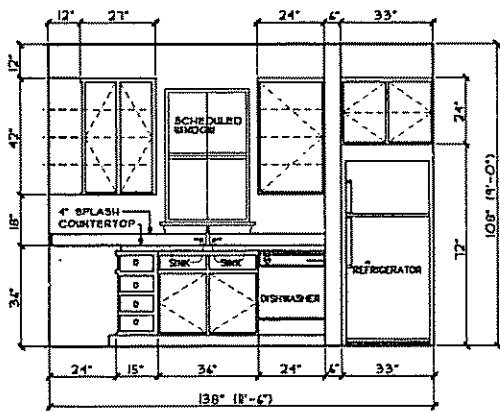
BEELER GUEST ARCHITECTS, L.P.
4245 N. CENTRAL EXPY. SUITE 300 DALLAS, TEXAS 75205 (214) 820-8878

DATE
05-18-04

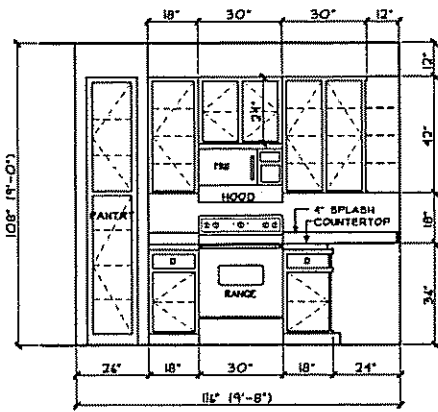
PROJECT
03137

SHEET NUMBER
2.7
B4 UNIT

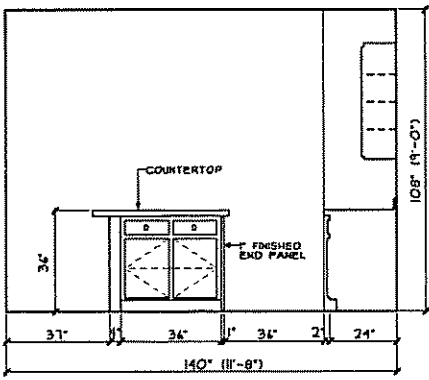
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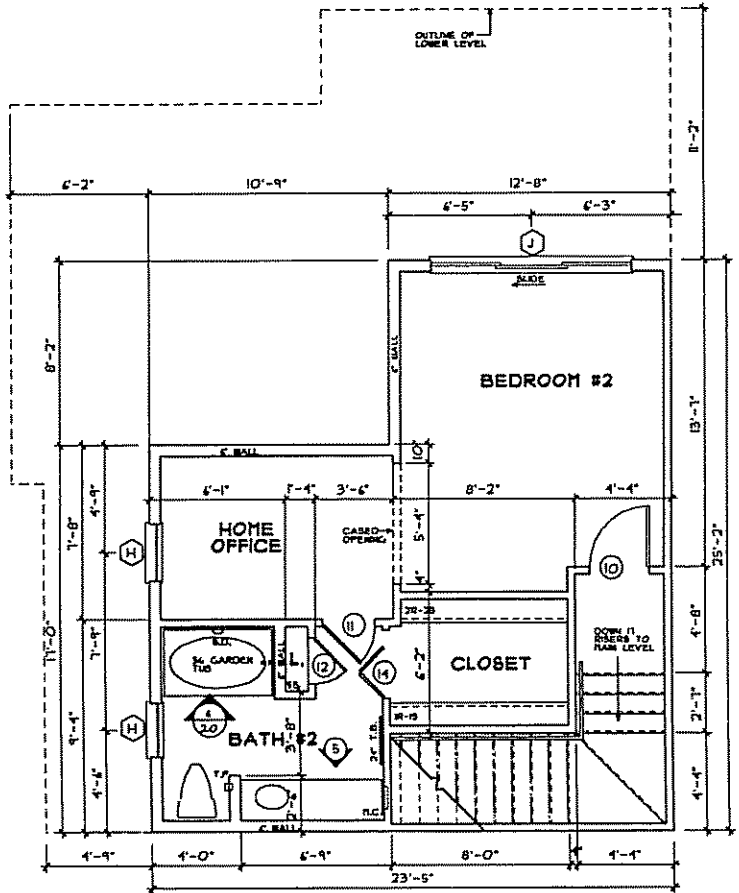
1 KITCHEN
SCALE 3/8"=1'-0"



2 KITCHEN
SCALE 3/8"=1'-0"

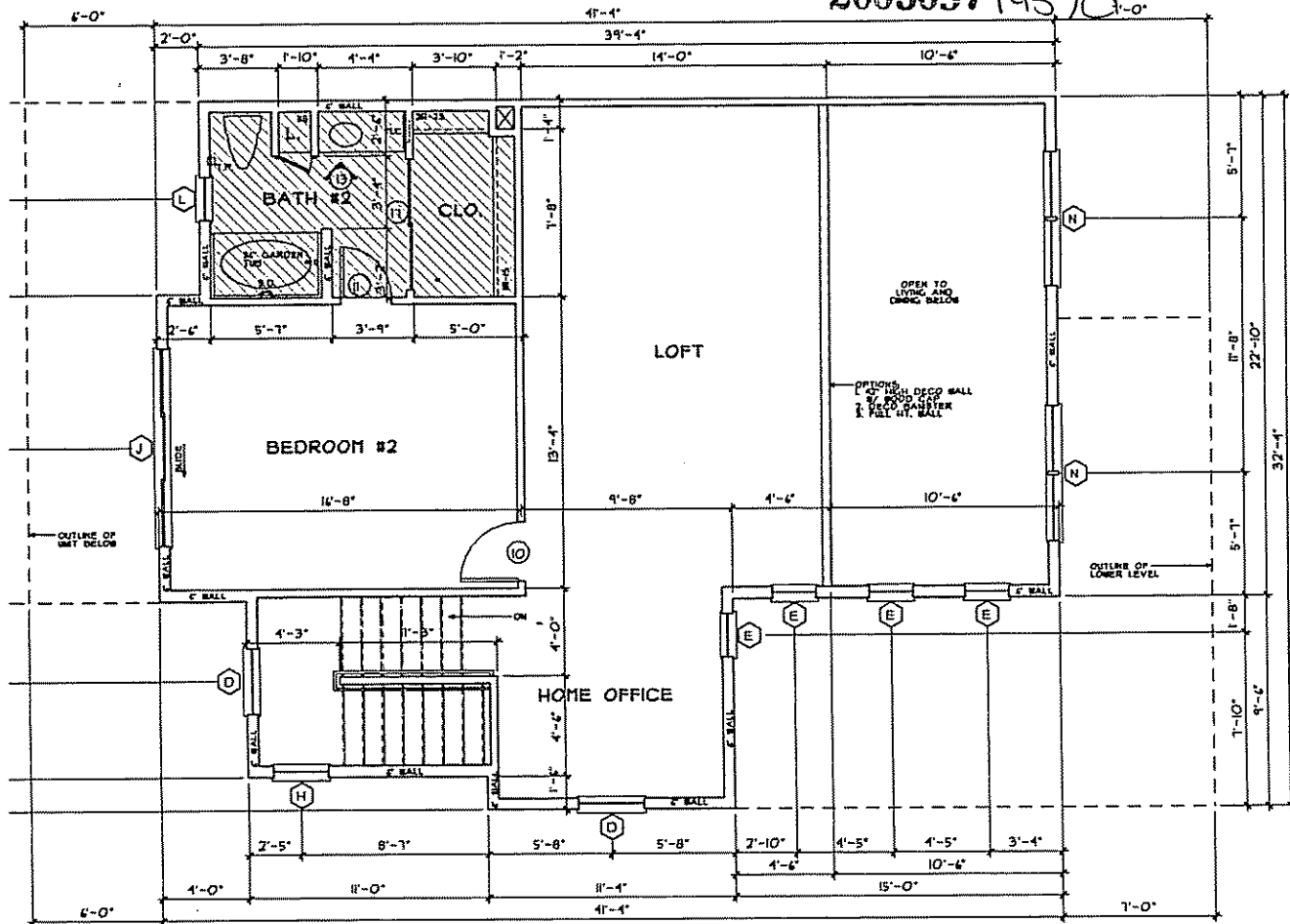


3 KITCHEN
SCALE 3/8"=1'-0"



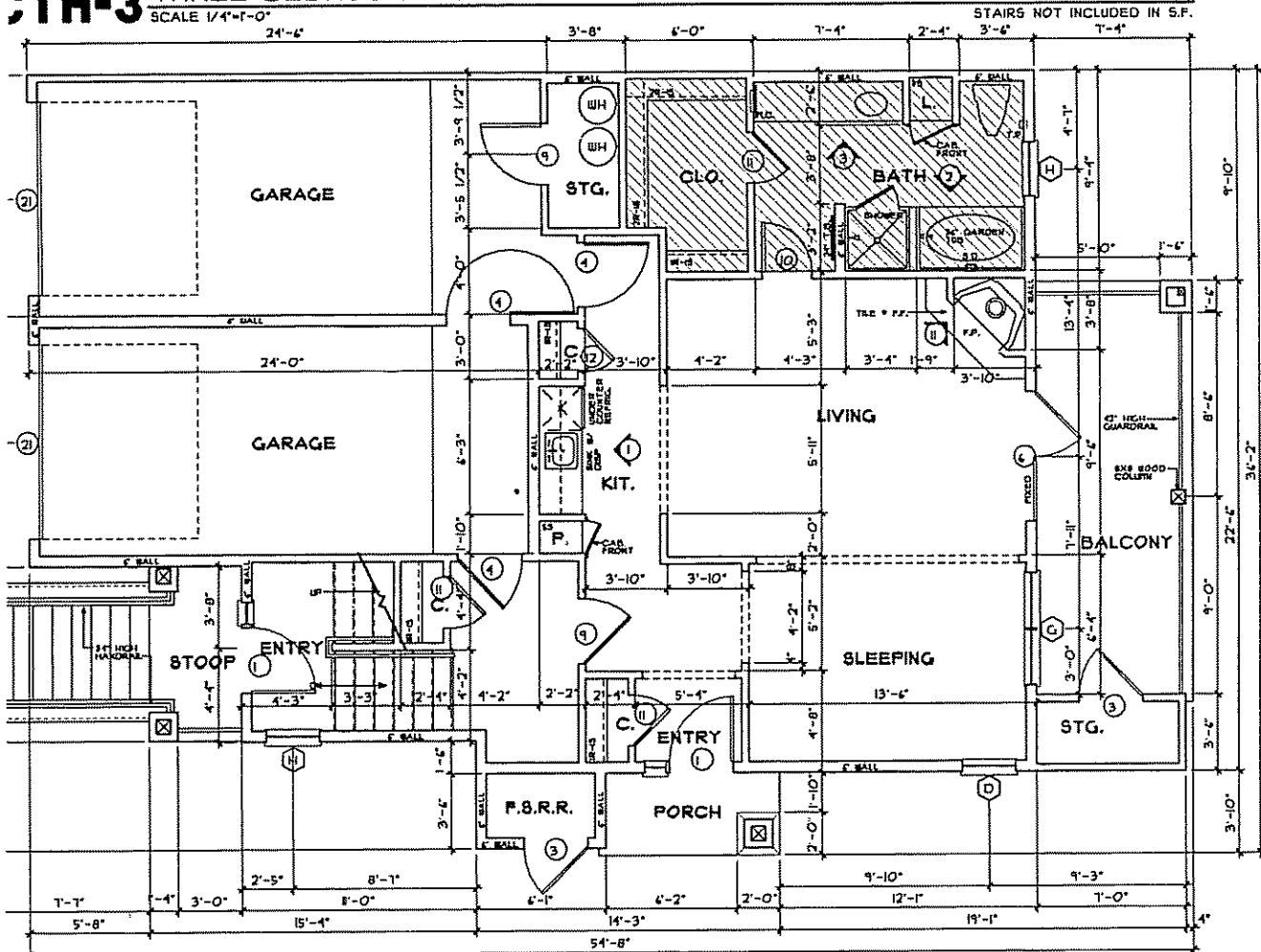
B4L-2 TWO BEDROOM/TWO BATH 432 S.F.
SCALE 1/4"=1'-0"

2005097 14570



CTH-3 THREE BEDROOM/THREE AND 1/2 BATH

781 S.F.



CTH-1 THREE BEDROOM/THREE AND 1/2 BATH

107 S.F.

OCCURS AT:
BLDG. 'A' (11 BLDG. X 8 BLDG.) = 8 UNITS
FOR A SITE TOTAL OF 8 UNITS

TOTAL: 2,802 S.F.
STAIRS NOT INCLUDED IN S.F.

REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET

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BEELER
4245 N. CENTRAL EXPY. SUITE 300 DALLAS, TEXAS 75205 (214) 520-8978

OWENS ARCHITECTS, L.P.
DALLAS, TEXAS 75205 (214) 520-8978

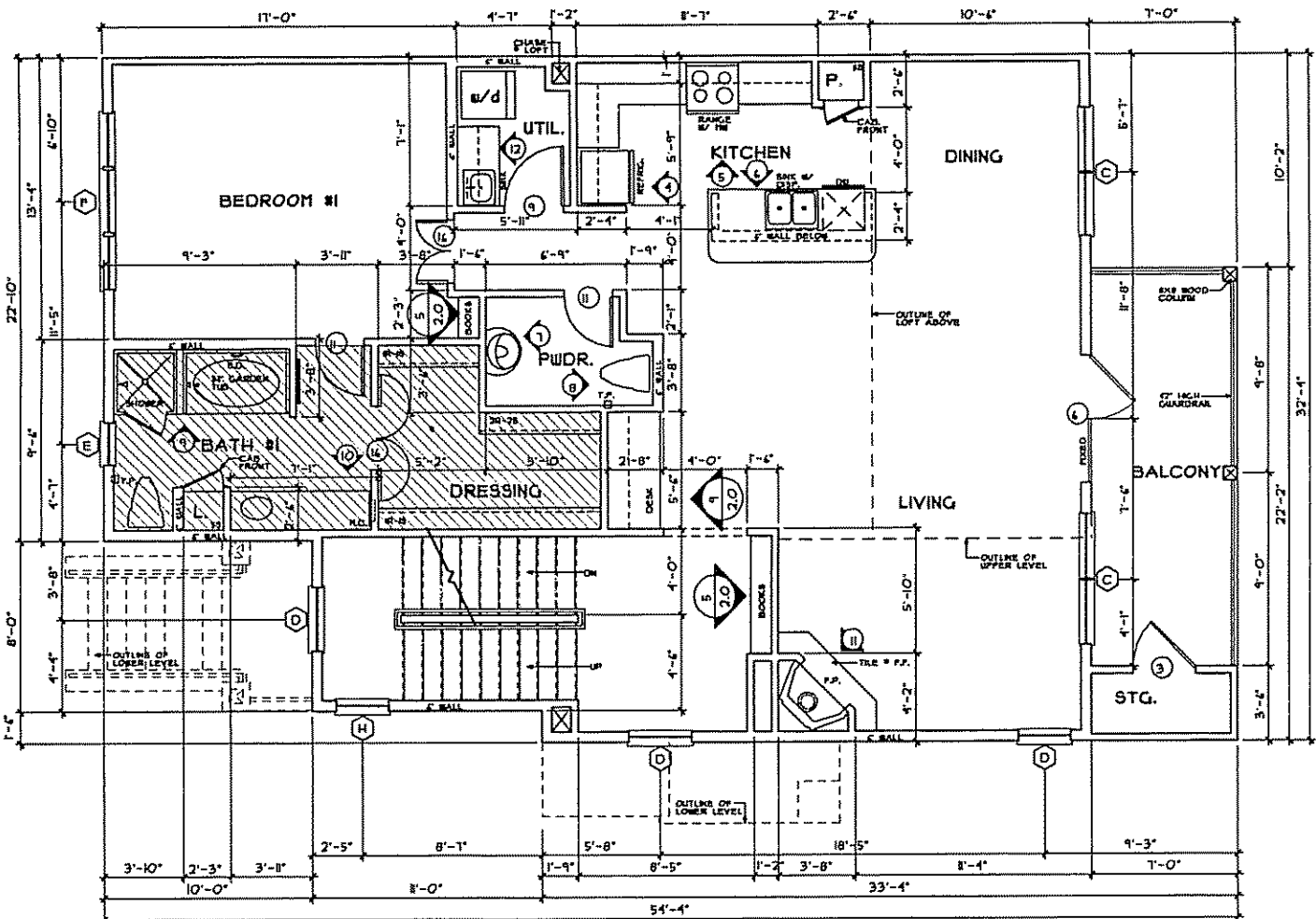
DATE
05-18-04

PROJECT
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SHEET NUMBER
2.8

CTH UNIT

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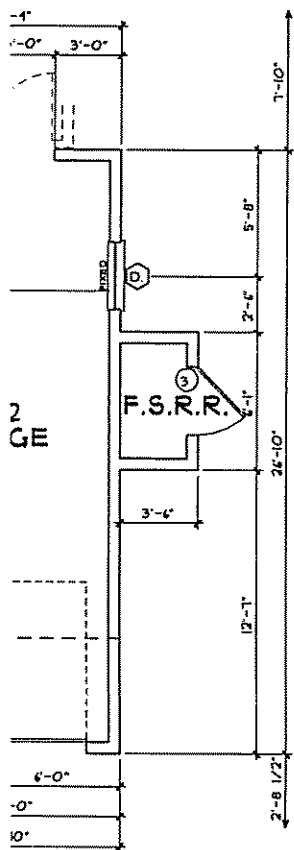


- OPTIONAL**
- 1. UPGRADE TO JACUZZI TUB
 - 2. PROVIDE WINE RACK AT KITCHEN
 - 3. PROVIDE FULL HEIGHT BACKSPLASH IN KITCHEN IN LIEU OF 4" BACKSPLASH

CTH-2 THREE BEDROOM/THREE AND 1/2 BATH 1,314 S.F.
SCALE 1/4"=1'-0" STAIRS NOT INCLUDED IN S.F.



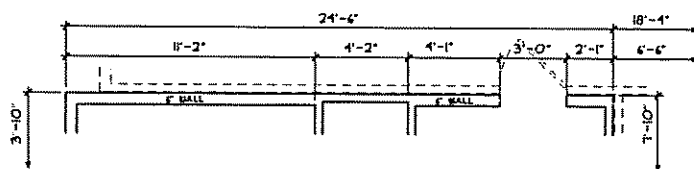
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4 PARTIAL BLDG. 'C'

SCALE 1/4"=1'-0"

REFER TO BUILDING PLAN FOR LOCATION.

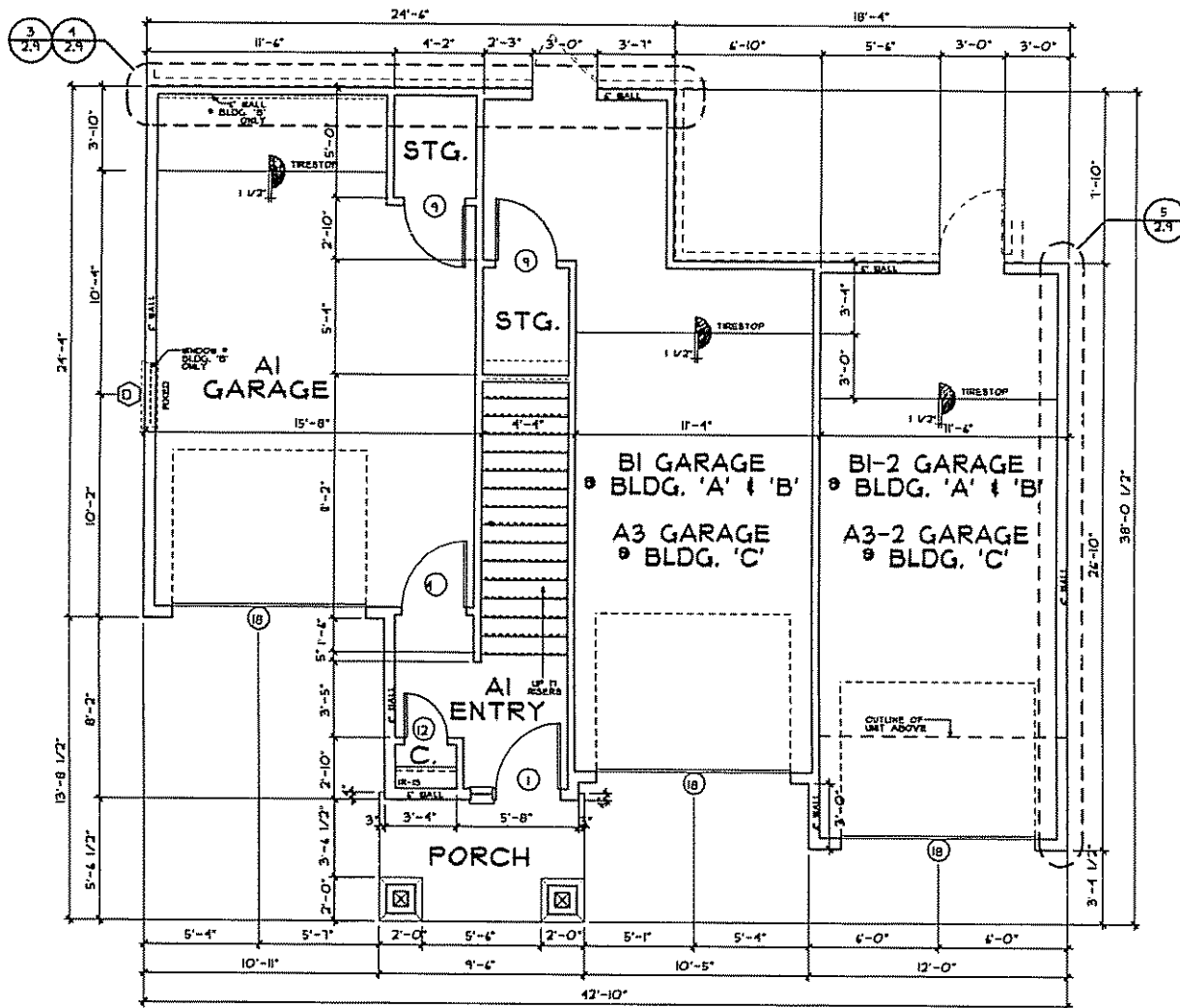


3 PARTIAL BLDG. 'B'

SCALE 1/4"=1'-0"

REFER TO BUILDING PLAN FOR LOCATION.

BLDG. 'C' - F.S.R.R.
REFER TO BUILDING PLAN FOR LOCATION.



2 GARAGE BLDG. 'A', 'B' & 'C'

SCALE 1/4"=1'-0"

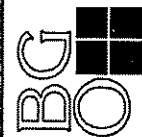
1,122 S.F.

STAIRS NOT INCLUDED IN S.F.

REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET



OWENS ARCHITECTS, L.P.
GUEST SUITE 300 DALLAS, TEXAS 75203 (214) 520-8878
BEELER
4245 N. CENTRAL EXPY.

DATE
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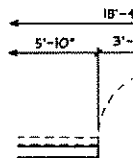
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SHEET NUMBER
2.9

UNIT GARAGES

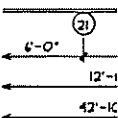
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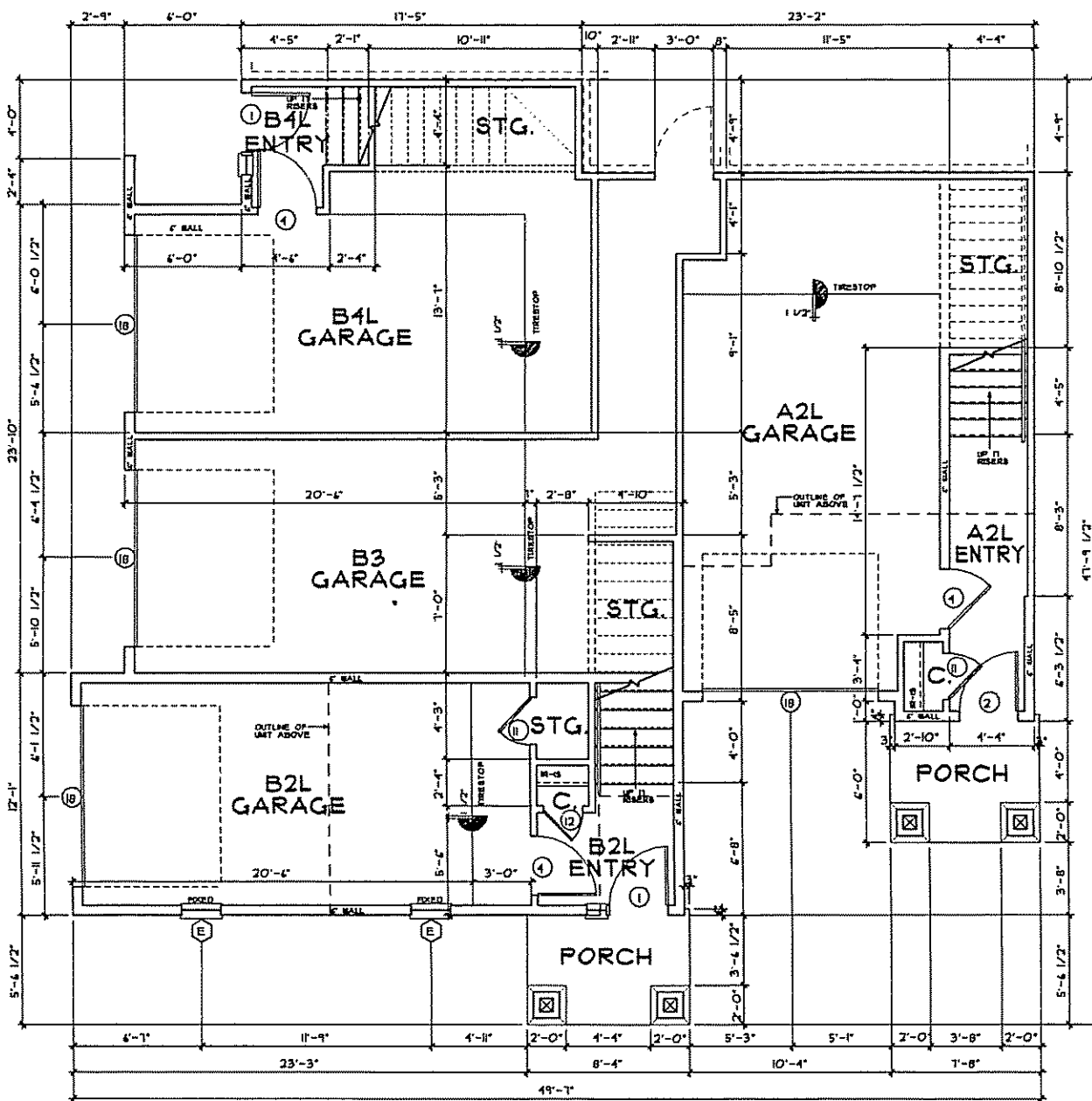


A3-2
GARAGE

OUTLINE OF
UNIT ABOVE



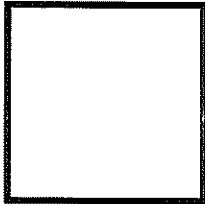
5 PARTIAL 9
SCALE 1/4"=1'-0"



1 GARAGE 9 BLDG. 'A' & 'B' - END
SCALE 1/4"=1'-0"

1,625 S.F.

STAIRS NOT INCLUDED IN S.F.



REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET

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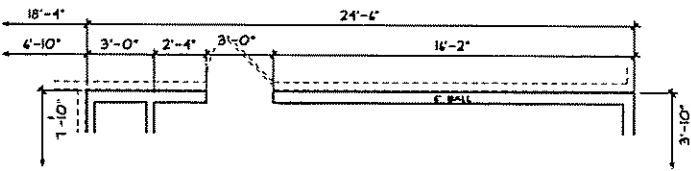
GUEST OWENS ARCHITECTS, L.P.
4245 N. CENTRAL EXPY. SUITE 300 DALLAS, TEXAS 75205 (214) 520-8878

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05-18-04

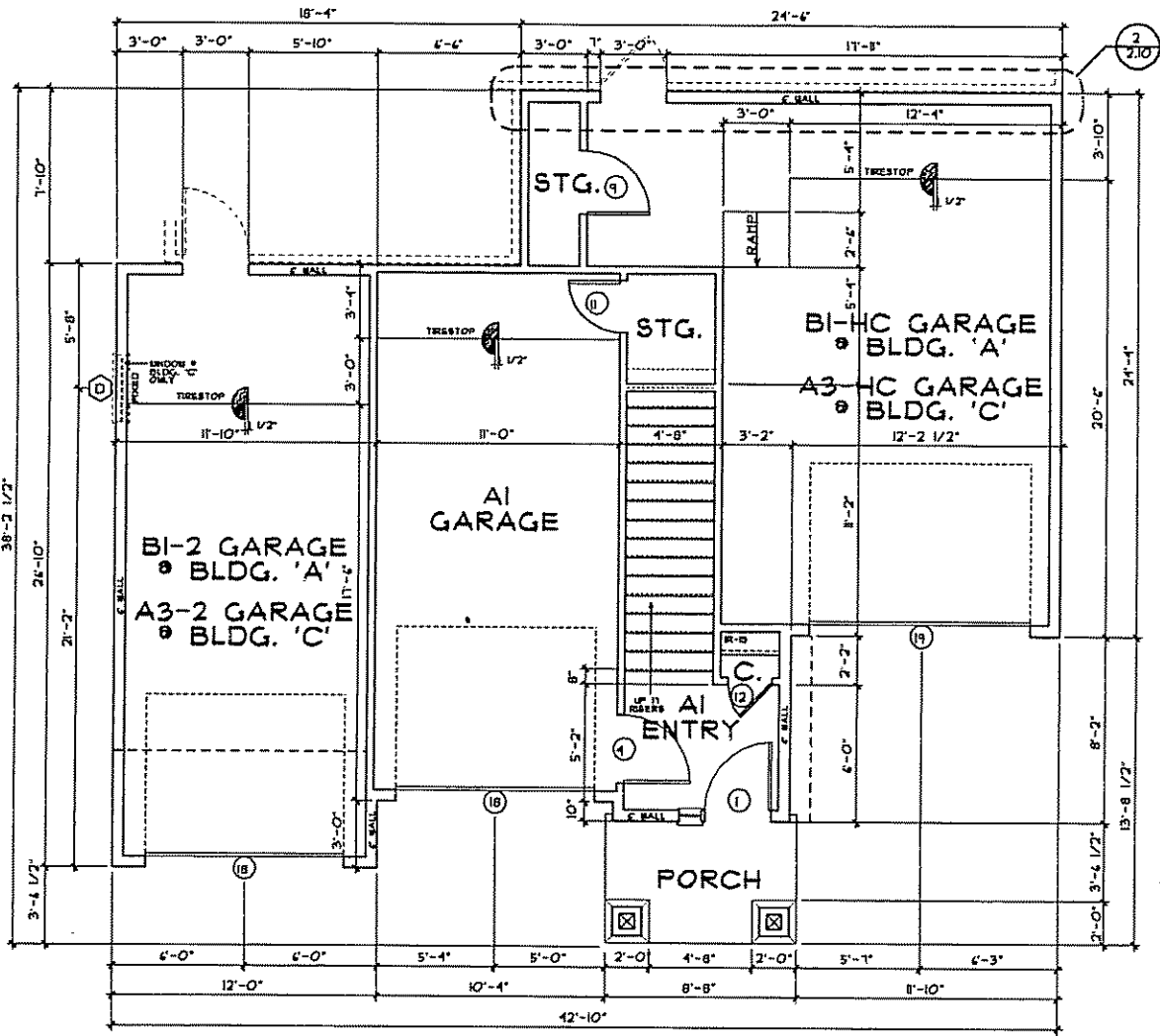
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SHEET NUMBER
2.10

UNIT GARAGES



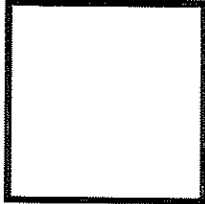
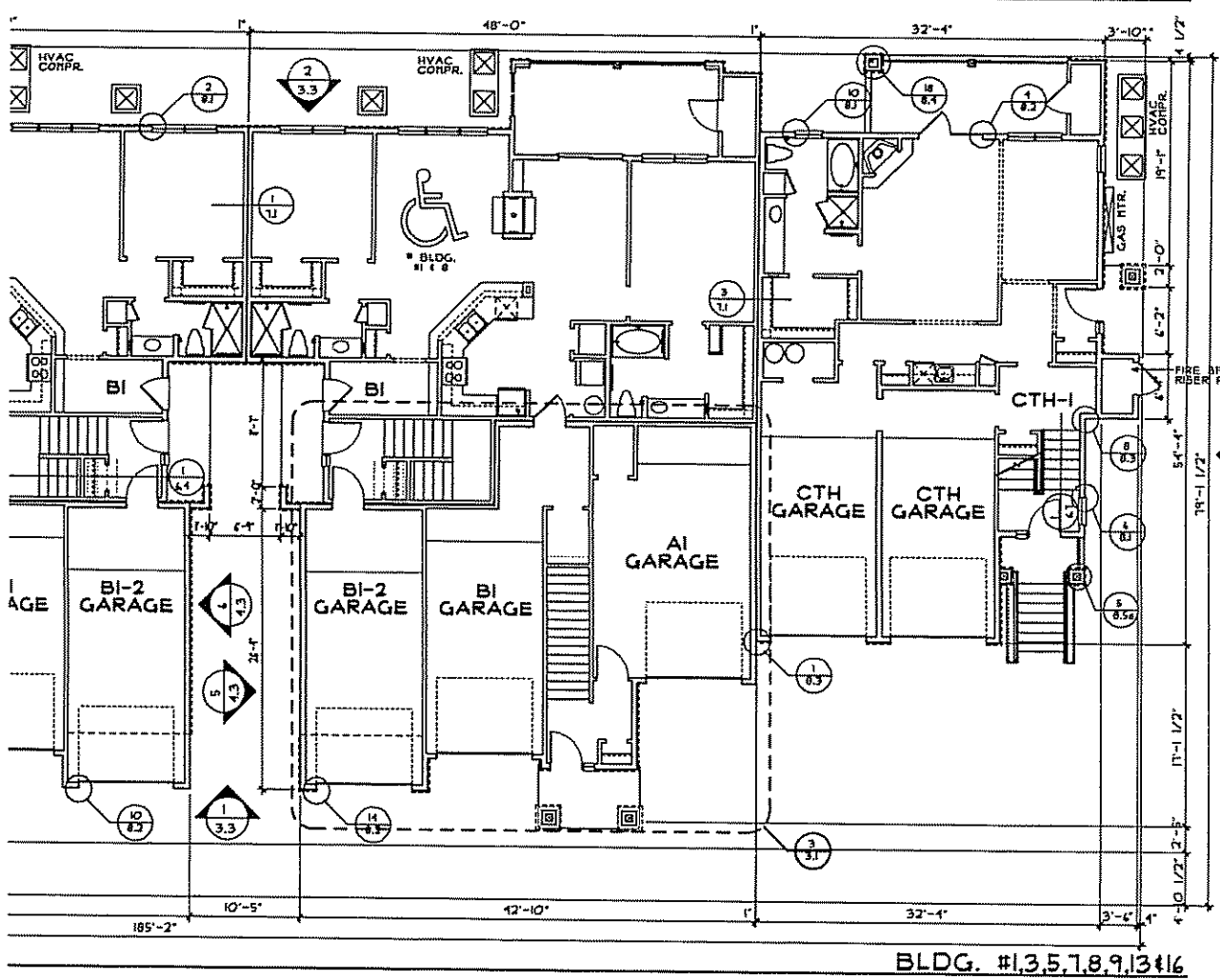
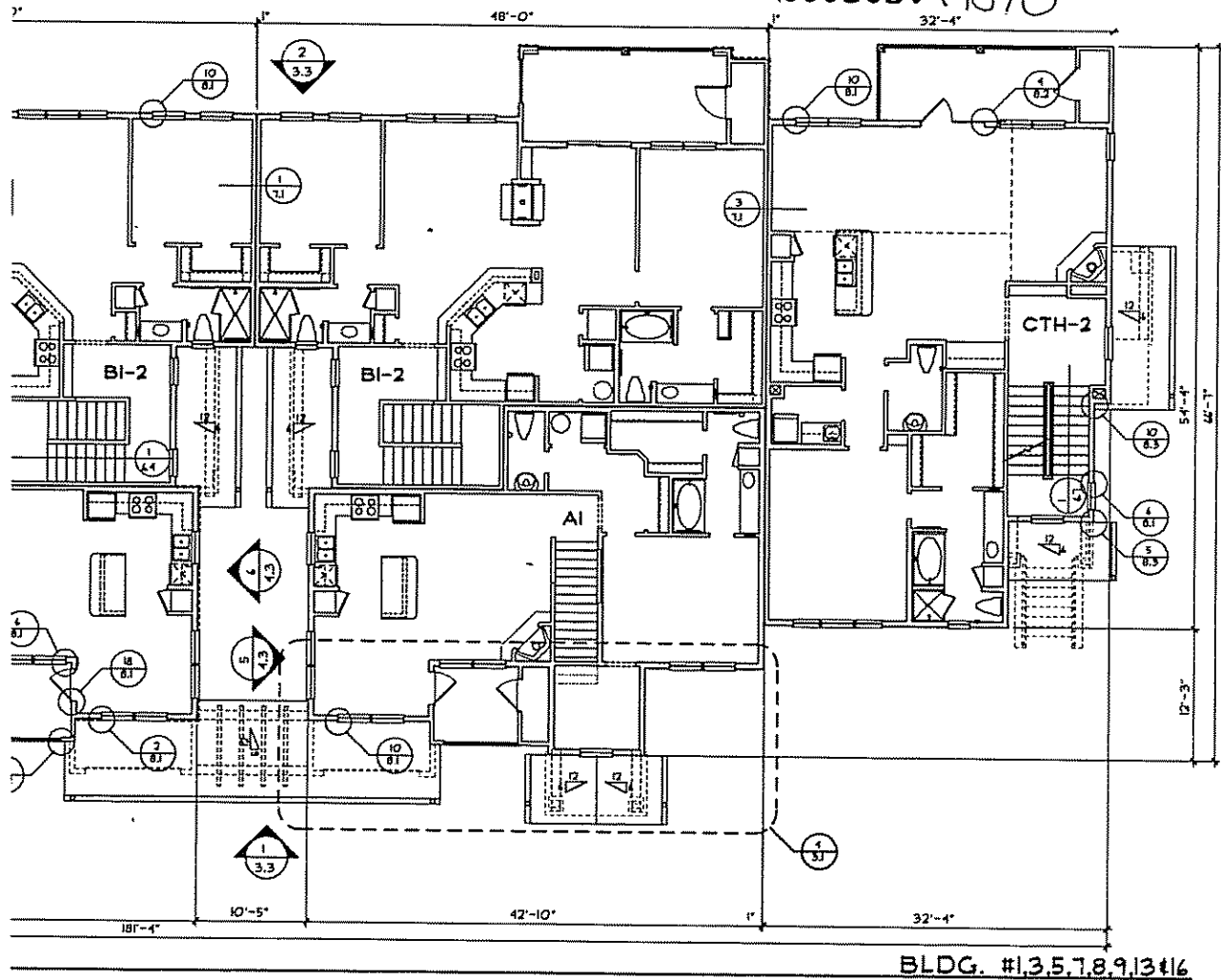
2 PARTIAL BLDG. 'C'
SCALE 1/4"=1'-0" REFER TO BUILDING PLAN FOR LOCATION.



1 GARAGE BLDG. 'A' - HC & 'C'
SCALE 1/4"=1'-0" 1,122 S.F.
STAIRS NOT INCLUDED IN S.F.

2005097 14570

2005097 14570



REVISIONS

The Monterra at Whitefish
 160 Condominiums in Whitefish, Montana for
 Brownstone Capital, Inc.

CITY SUBMITTAL SET

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BEELER
 4245 N. CENTRAL EXPY. SUITE 300
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GUEST ARCHITECTS, L.P.
 OWENS
 4245 N. CENTRAL EXPY. SUITE 300
 DALLAS, TEXAS 75203 (214) 520-8878

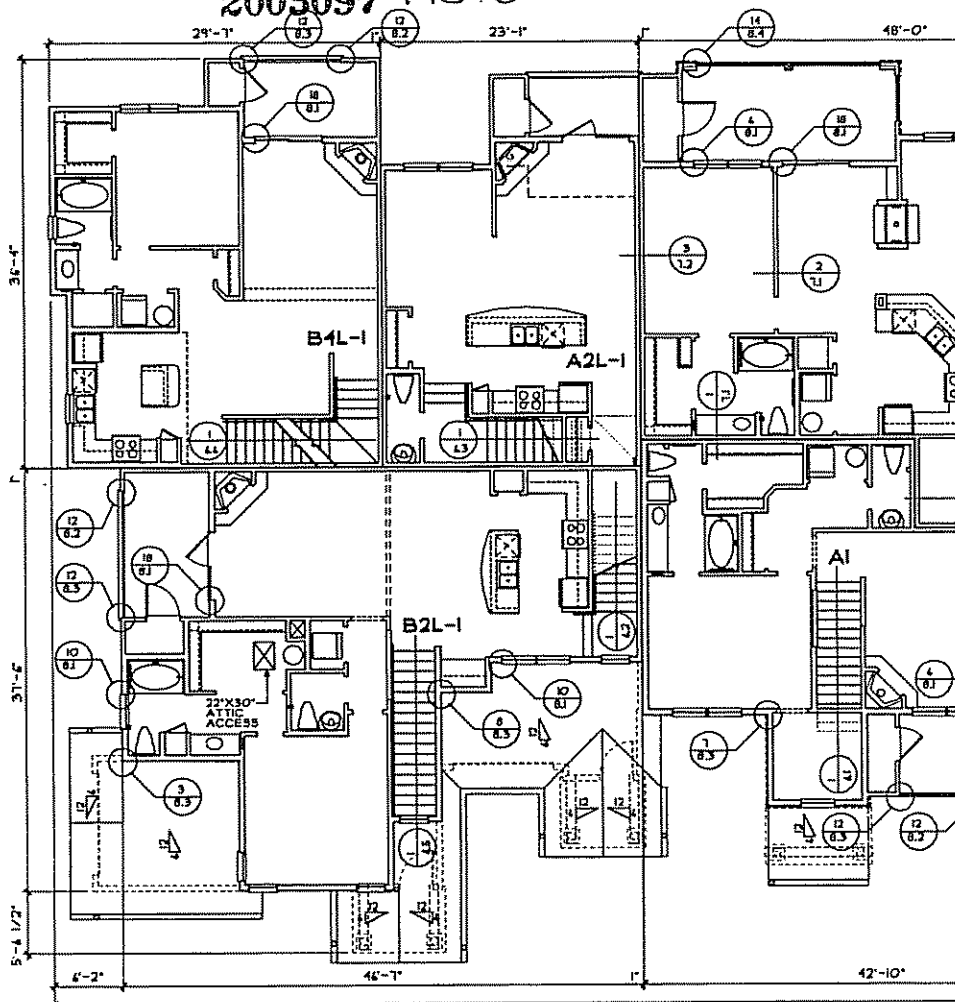
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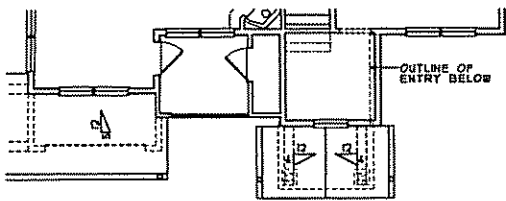
SHEET NUMBER
3.1
 BLDG. 'A'

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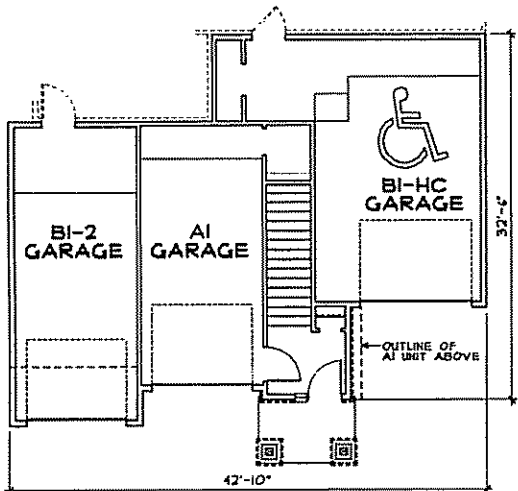
2005097 14570



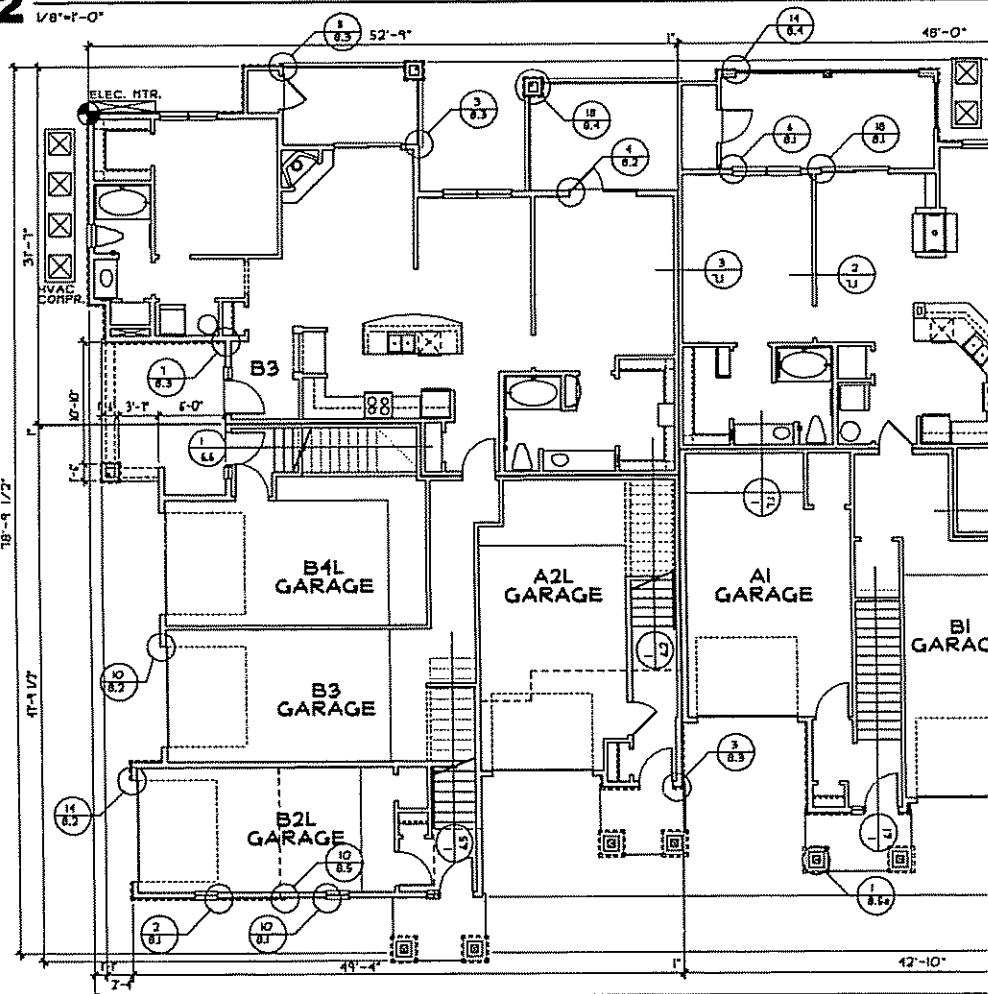
2 BUILDING TYPE 'A' SECOND FLOOR PLAN
1/8"=1'-0"



4 PARTIAL 'A'-HC SECOND FLOOR BLDG. #118
1/8"=1'-0"



3 PARTIAL 'A'-HC FIRST FLOOR BLDG. #118
1/8"=1'-0" REFER TO V2.10 FOR NOTES AND DIMENSIONS.

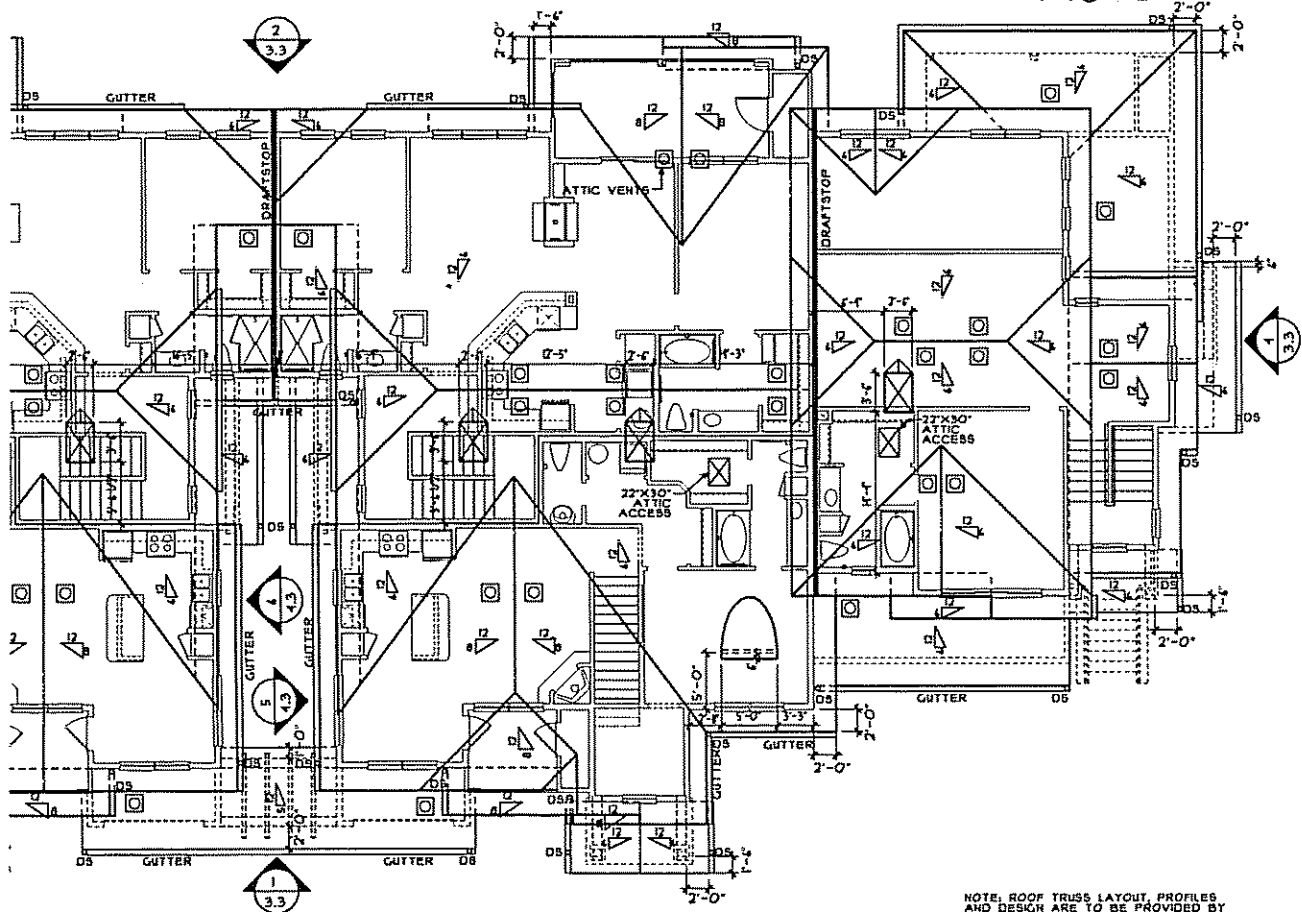


1 BUILDING TYPE 'A' FIRST FLOOR PLAN
1/8"=1'-0"

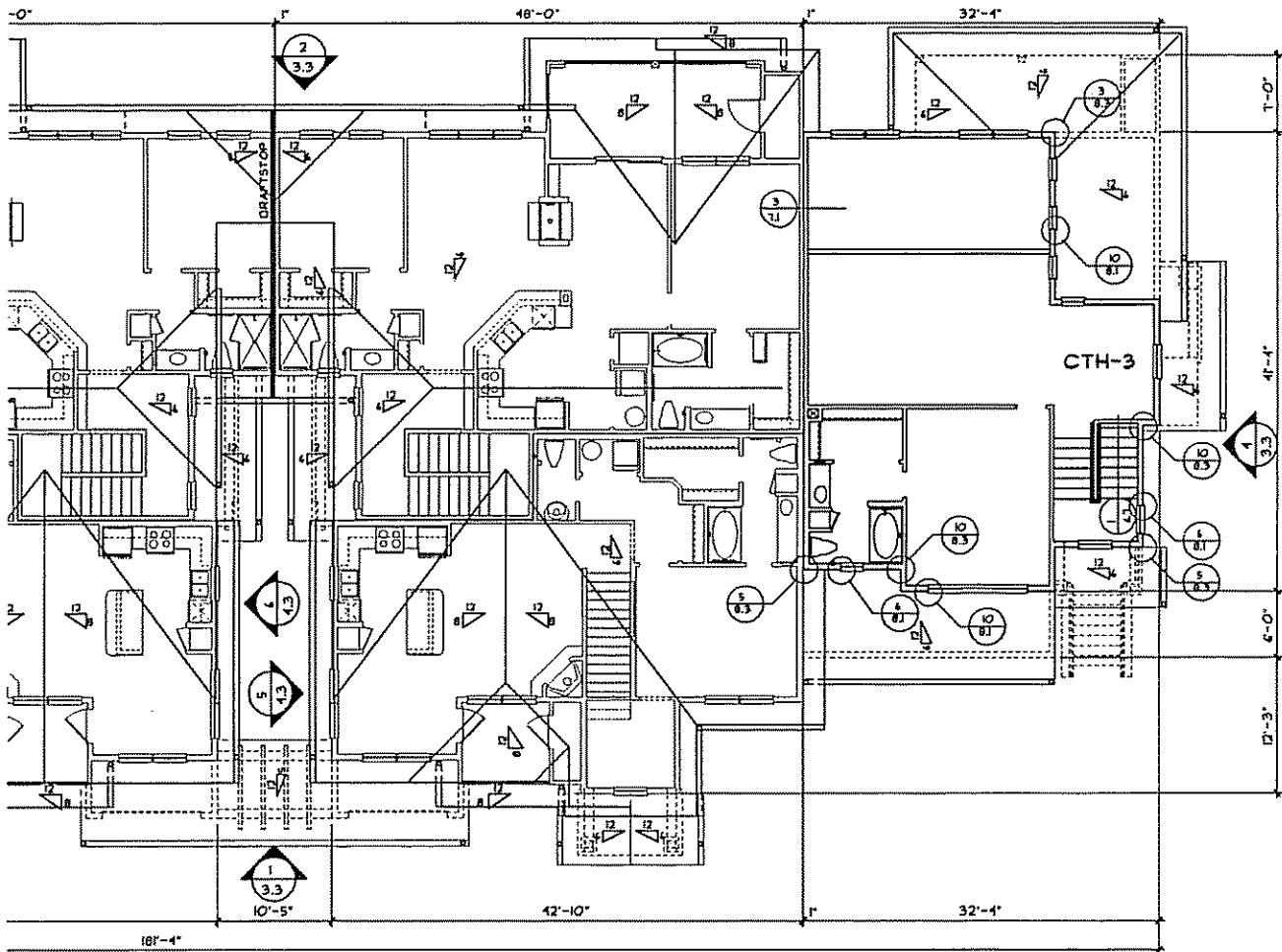
--- INDICATED ADHERED STONE VENEER

BUILDING INFORMATION (BLDG. 'A')	
OCCUPANCY:	R-2
GROSS BLDG. AREA:	22,411 S.F.
NET LEASABLE AREA:	14,518 S.F. A/C SPACE
TYPE OF CONSTRUCTION:	V-IHR.
OCCUPANCY CONTENT:	11
REQ'D EXITS:	2
FIRE SPRINKLERS:	YES-13R
BREEZEWAY SPRINKLERS:	N/A
STAND PIPES:	NO
FIRE ALARMS:	YES
EMERGENCY LIGHTING:	NO
AGE OF BUILDING:	NEQ
TENANT SEPARATION WALLS:	YES
AREA SEPARATION WALLS:	NO

2005097 14570



55 ATTIC VENTS BLDG. #1,3,5,7,8,9,13#16



BLDG. #1,3,5,7,8,9,13#16

REVISIONS

The Monterra at Whitefish

160 Condominiums in Whitefish, Montana for

Brownstone Capital, Inc.

CITY SUBMITTAL SET

BEELER GUEST OWENS ARCHITECTS, L.P.

4245 N. CENTRAL EXPY. SUITE 300 DALLAS, TEXAS 75205 (214) 520-8878

DATE

05-18-04

PROJECT

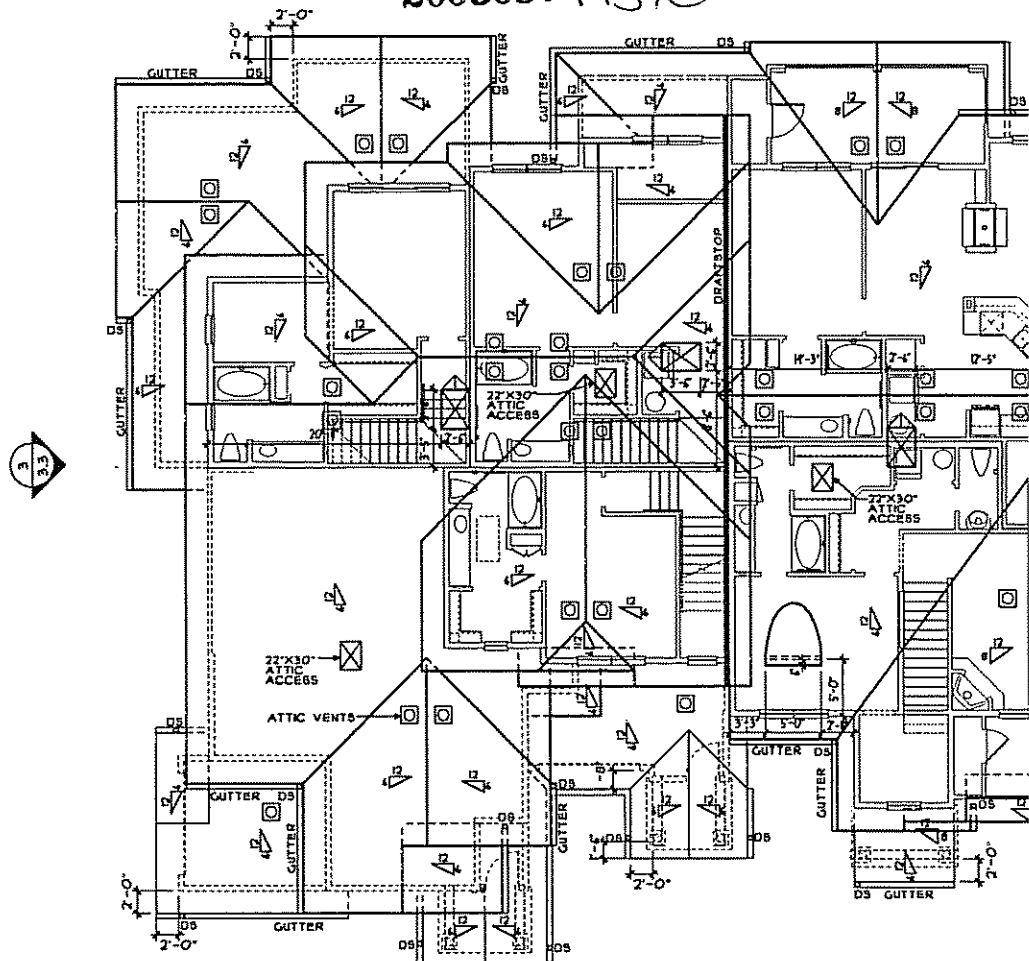
03137

SHEET NUMBER

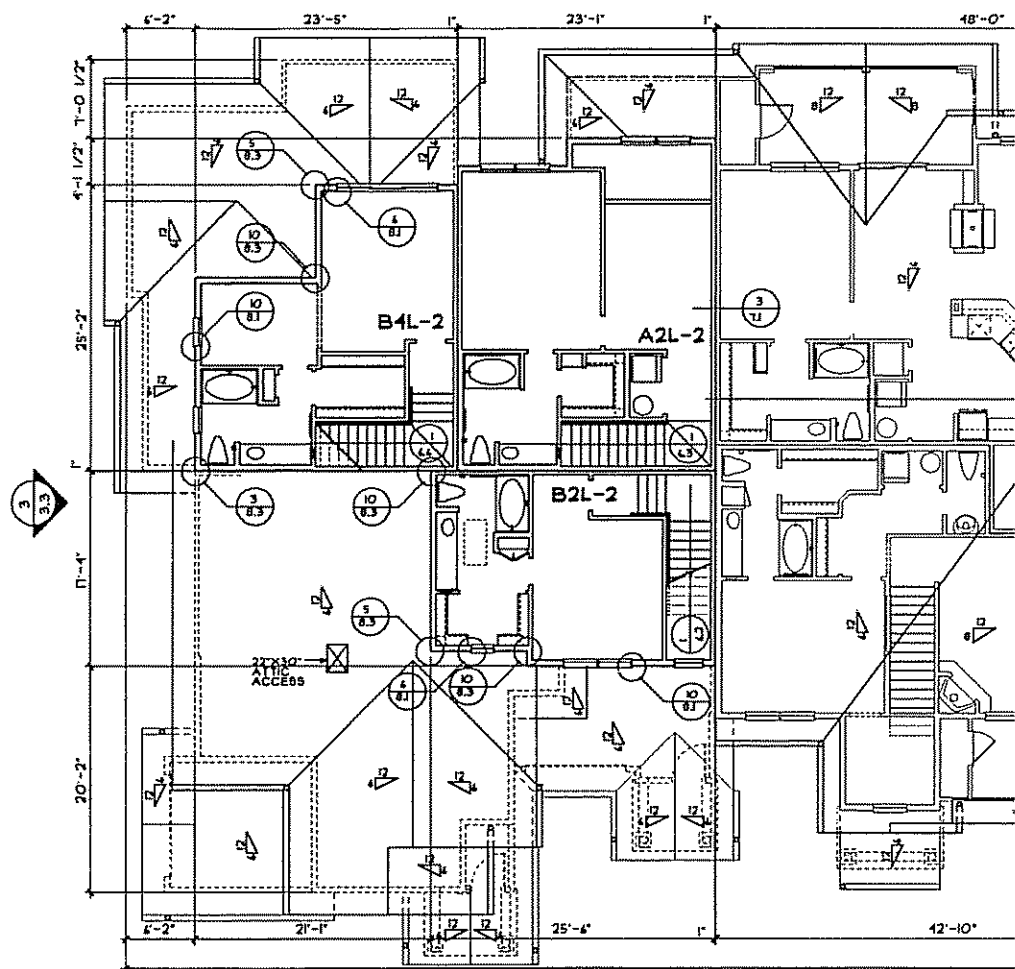
3.2

BLDG. 'A'

2005097 14570



2 BUILDING TYPE 'A' ROOF PLAN
1/4"=1'-0"



1 BUILDING TYPE 'A' THIRD FLOOR PLAN
1/4"=1'-0"

REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

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BEELER GUEST
OWENS ARCHITECTS, L.P.
4245 N CENTRAL EXPY SUITE 300 DALLAS, TEXAS 75205 (214) 820-8870

DATE
05-18-04

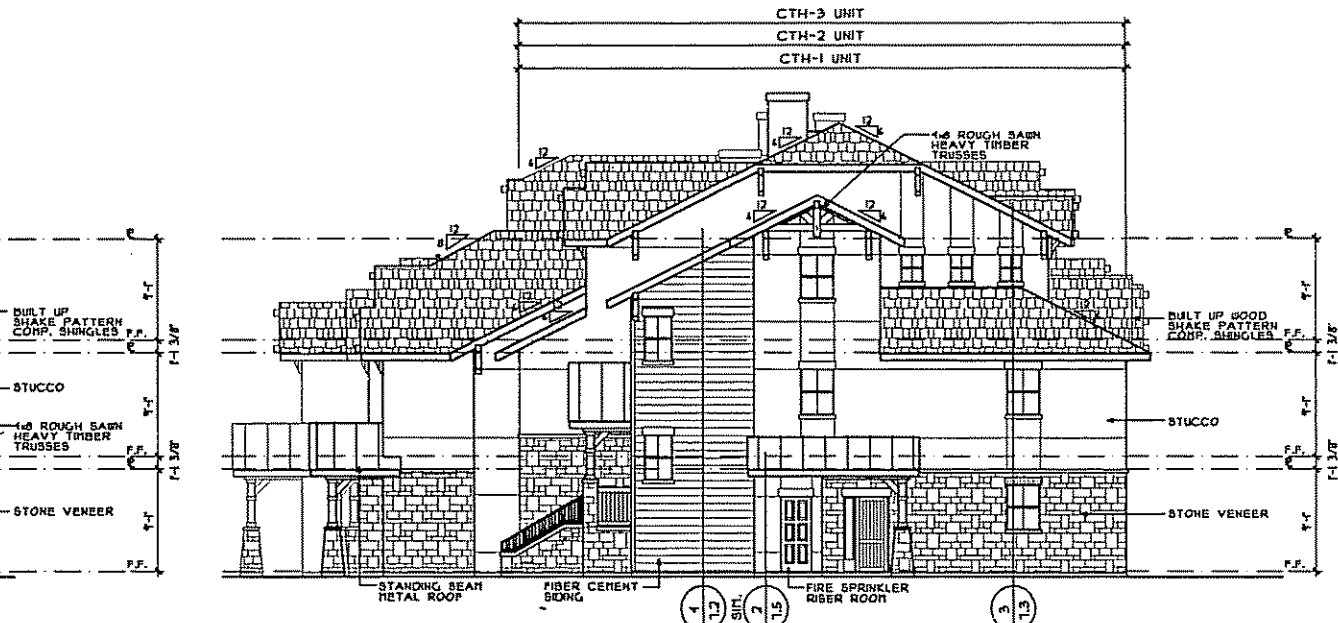
PROJECT
03137

SHEET NUMBER

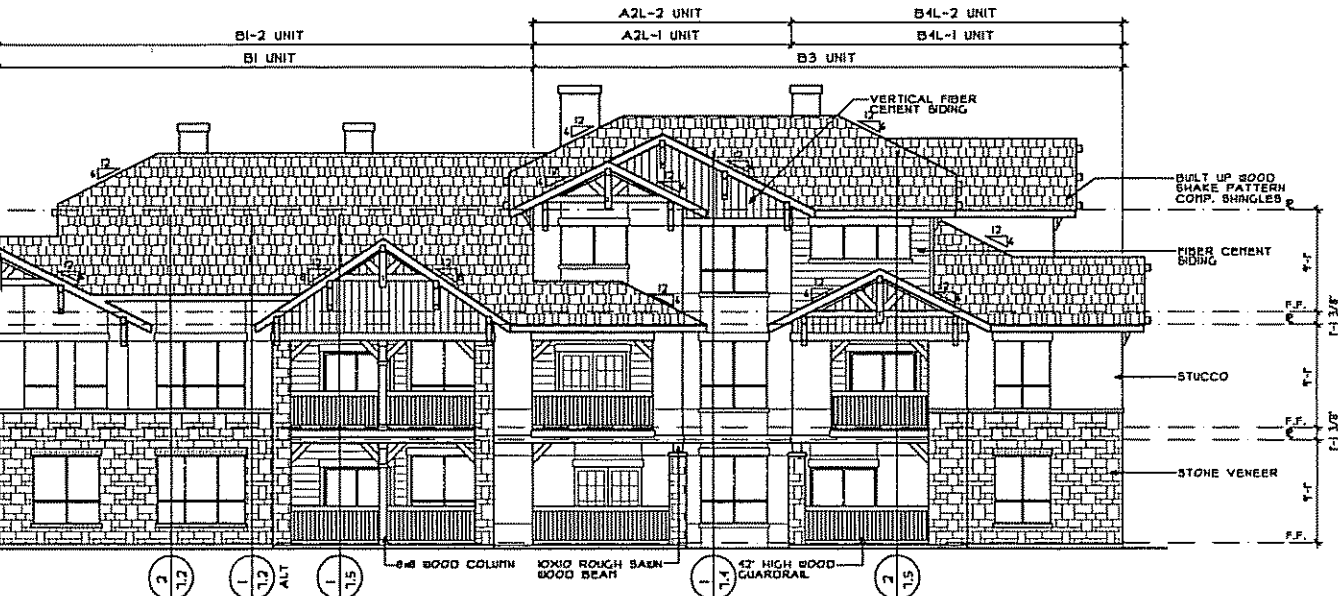
3.3

ELEV. 'A'

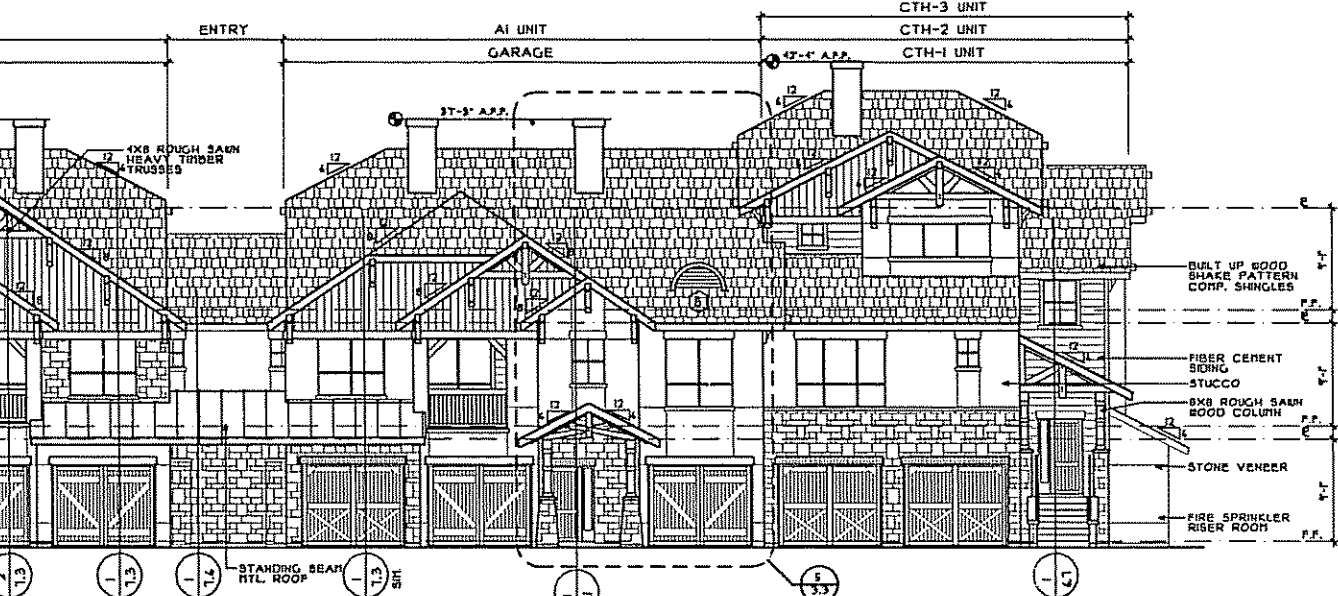
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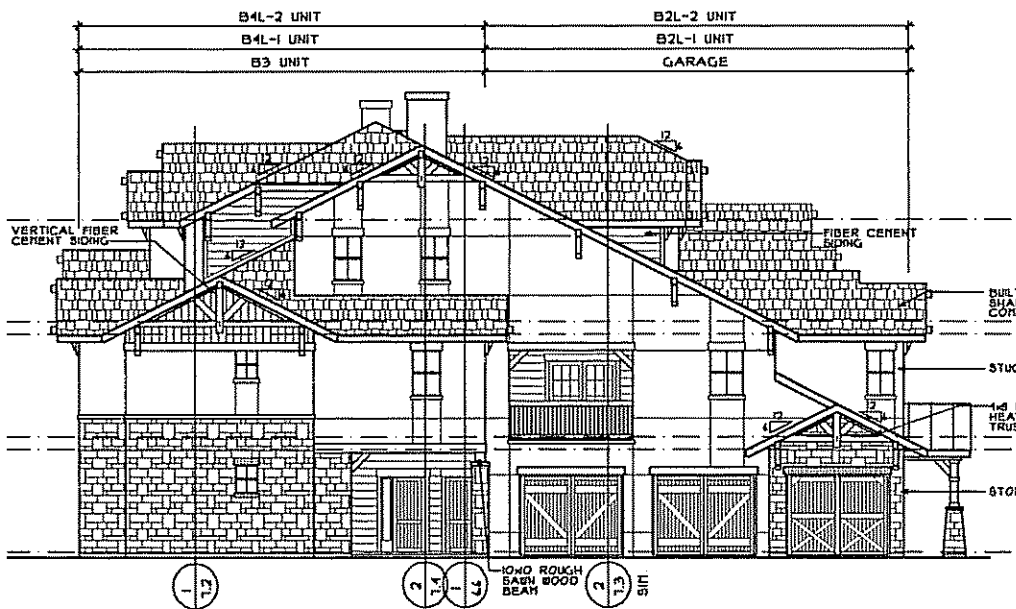
4 BUILDING 'A' RIGHT END ELEVATION BLDG. #1,3,5,7,8,9,13,16
SCALE 1/8"=1'-0"



BLDG. #1,3,5,7,8,9,13,16



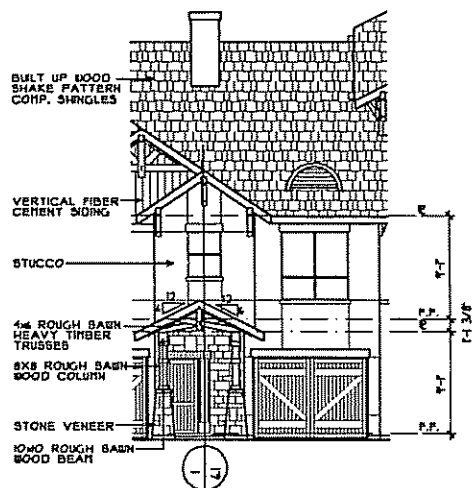
BLDG. #1,3,5,7,8,9,13,16



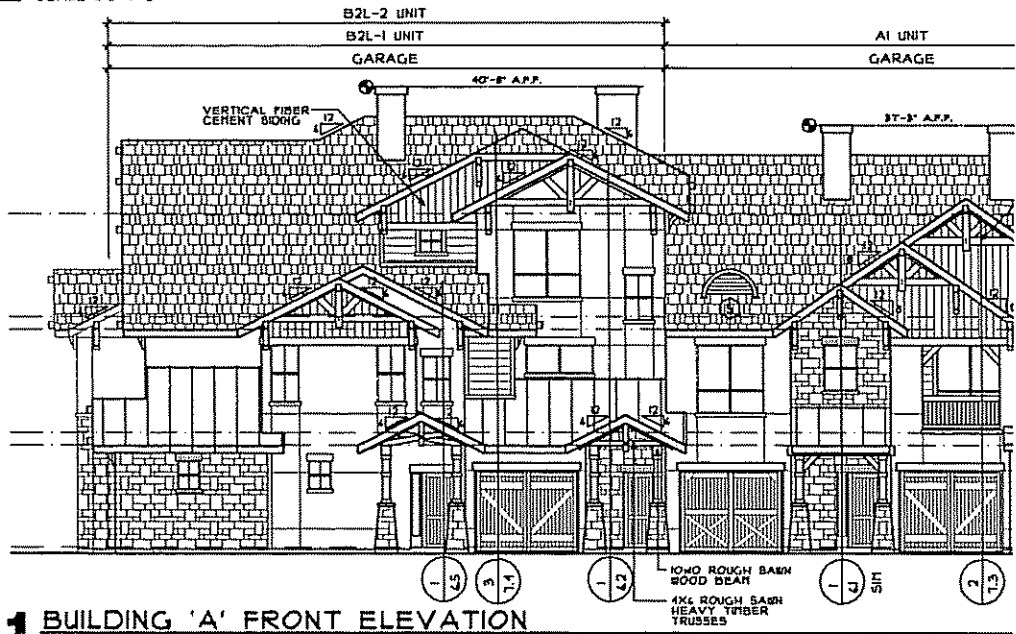
3 BUILDING 'A' LEFT END ELEVATION BLDG. #1,3,5,7,8,9,13,16
SCALE 1/8"=1'-0"



2 BUILDING 'A' REAR ELEVATION
SCALE 1/8"=1'-0"



5 PARTIAL BLDG. 'A' - HC BLDG. #118
SCALE 1/8"=1'-0"



1 BUILDING 'A' FRONT ELEVATION
SCALE 1/8"=1'-0"

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Floor Plan Details:

- Room B4L-1:** Located at the top left, containing a desk, chair, and bed.
- Room A2L-1:** Located at the top right, containing a desk, chair, and bed.
- Room B2L-1:** Located at the bottom, containing a desk, chair, and bed.

Dimensions:

- Overall width: 29'-1"
- Overall height: 37'-6"
- Section widths: 23'-1", 6'-2", 46'-1"
- Section heights: 38'-4", 5'-4 1/2"

Other Features:

- A compass rose indicating North (N) is located on the left side.
- A staircase is shown in the center-right area.
- A door labeled "22'X30' ATTC ACCESS" is located in the lower-left section.
- Various numbered circles (e.g., 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100) are scattered throughout the plan, likely representing specific points of interest or measurements.

This detailed floor plan illustrates the second floor of a building, featuring three large garage areas and several utility spaces. The layout is defined by a grid system with dimensions of 31'-7" and 11'-4 1/2".

Garage Areas:

- B4L GARAGE:** Located in the upper central portion of the plan.
- B3 GARAGE:** Located in the lower central portion of the plan.
- B2L GARAGE:** Located in the lower left portion of the plan.

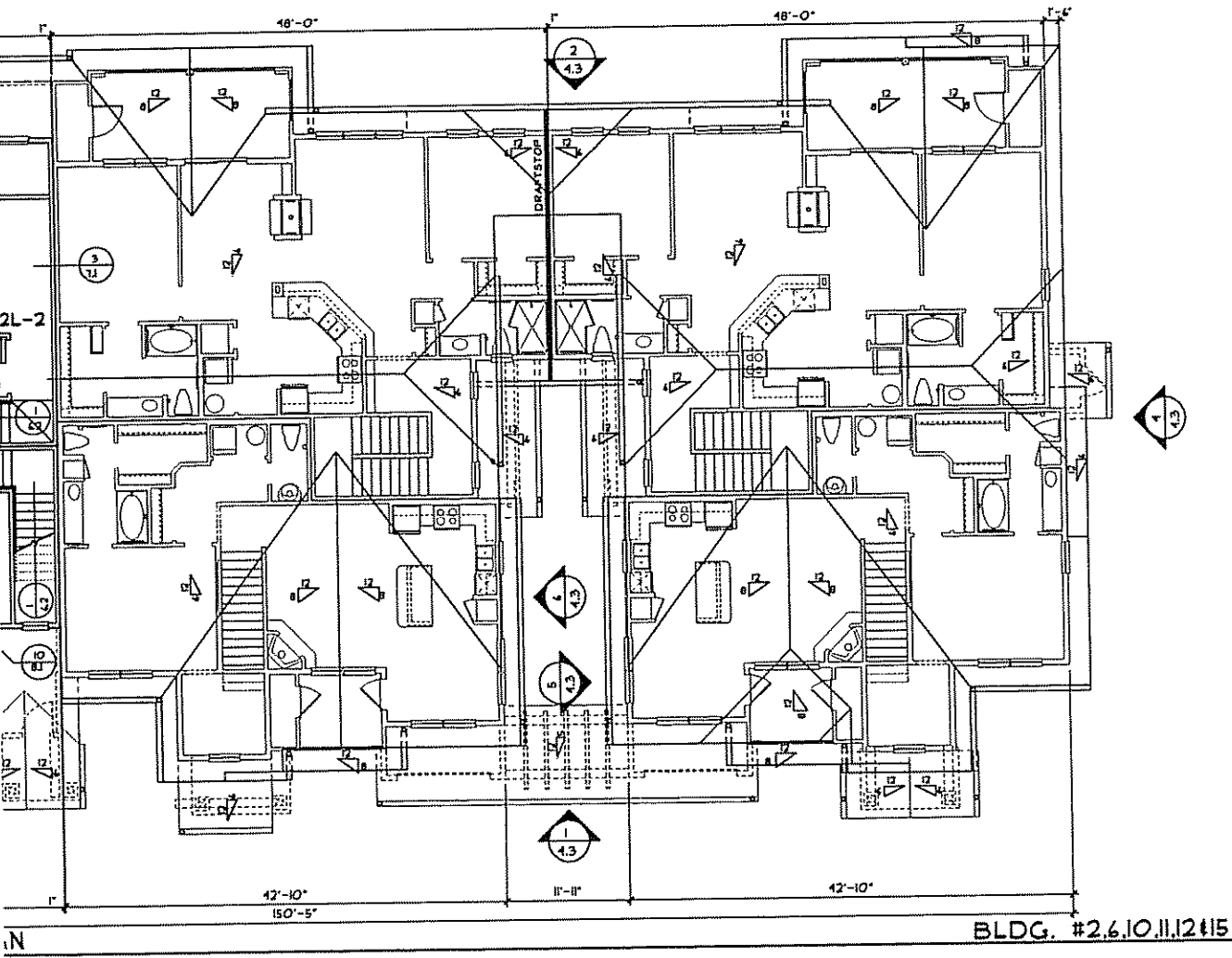
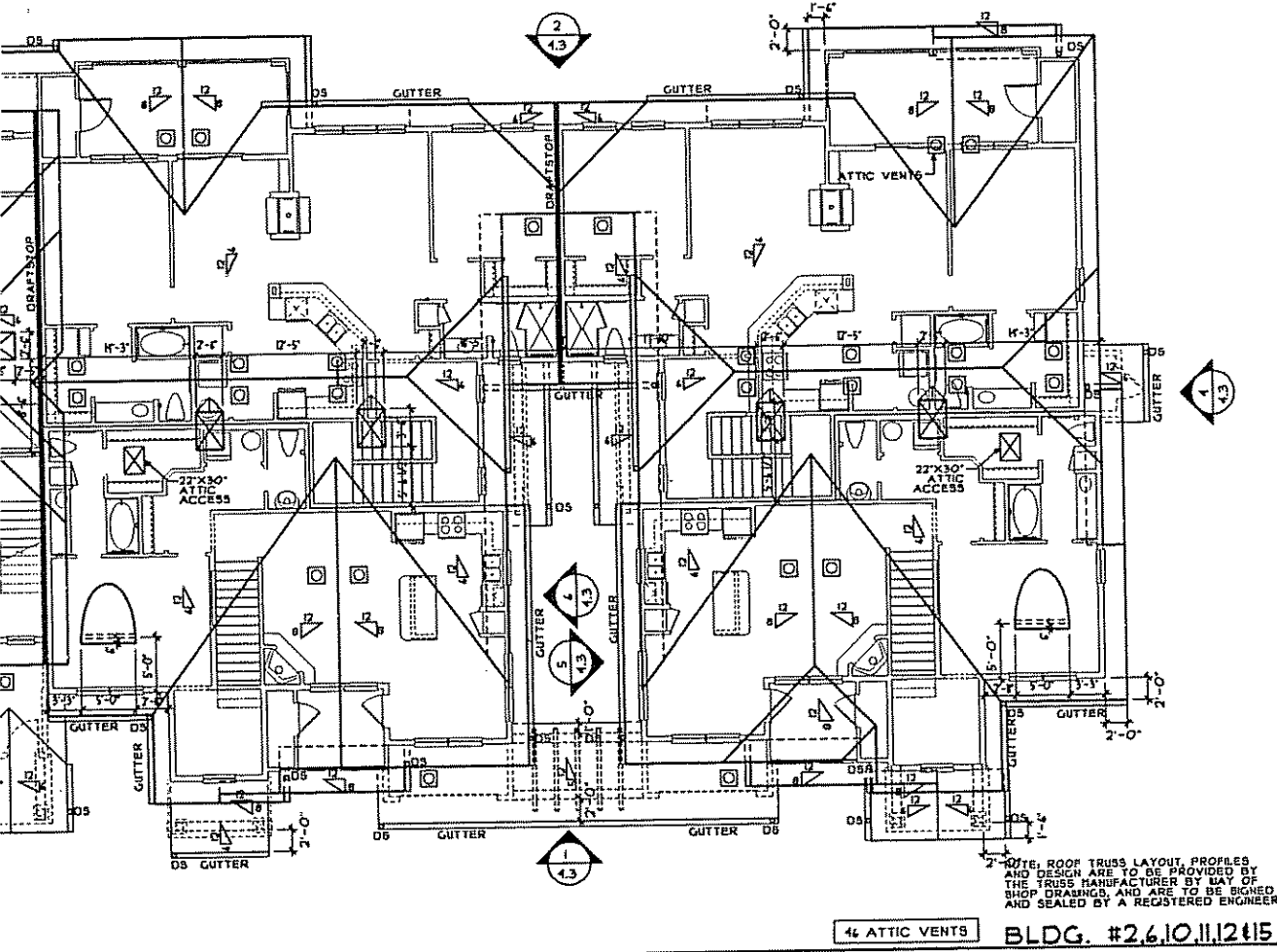
Utility and Service Areas:

- ELEC. MTR.:** Electrical meter room located in the upper left corner.
- HVAC CORPR.:** HVAC control room located adjacent to the electrical meter room.
- Staircases:** Multiple staircases are shown, including one in the center of the plan and another on the right side.

Dimensions and Callouts:

- Overall dimensions: 31'-7" (vertical) and 11'-4 1/2" (horizontal).
- Room dimensions: 8.3' x 9' (top right), 8.3' x 7' (middle left), 8.3' x 7' (bottom left), 8.3' x 7' (bottom right).
- Callouts: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

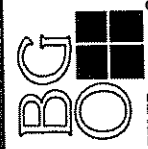
1 BUILDING TYPE 'B' FIRST FLOOR PLAN
1/8"=1'-0"



REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET



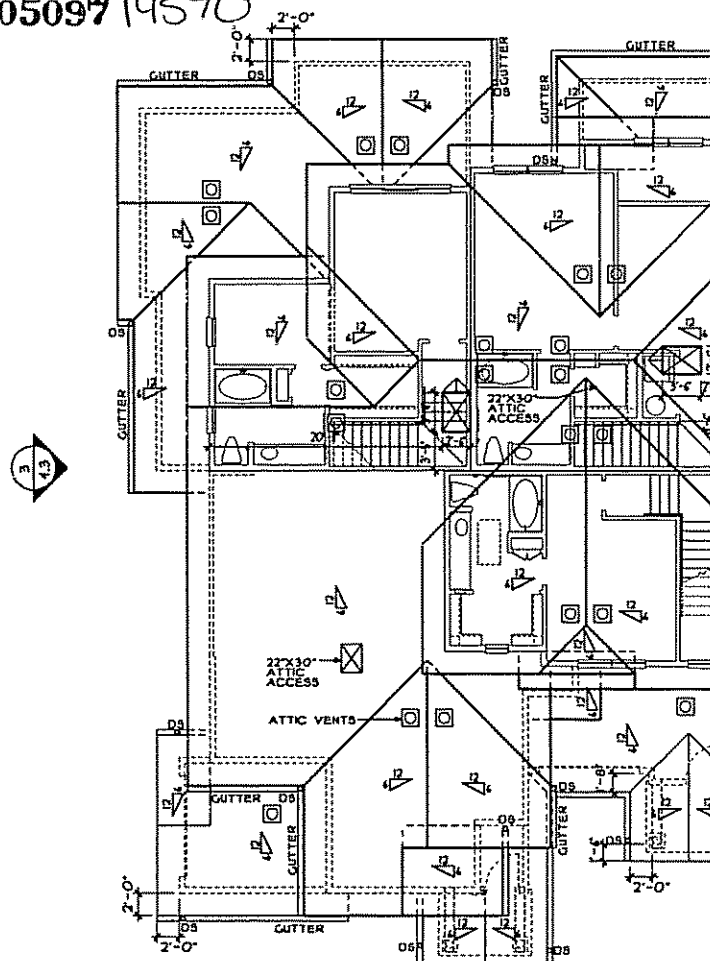
OWENS ARCHITECTS, L.P.
GUEST SUITE 300 DALLAS, TEXAS 75205 (214) 520-8870
BEELER 4245 N. CENTRAL EXPWY.

DATE
05-18-04

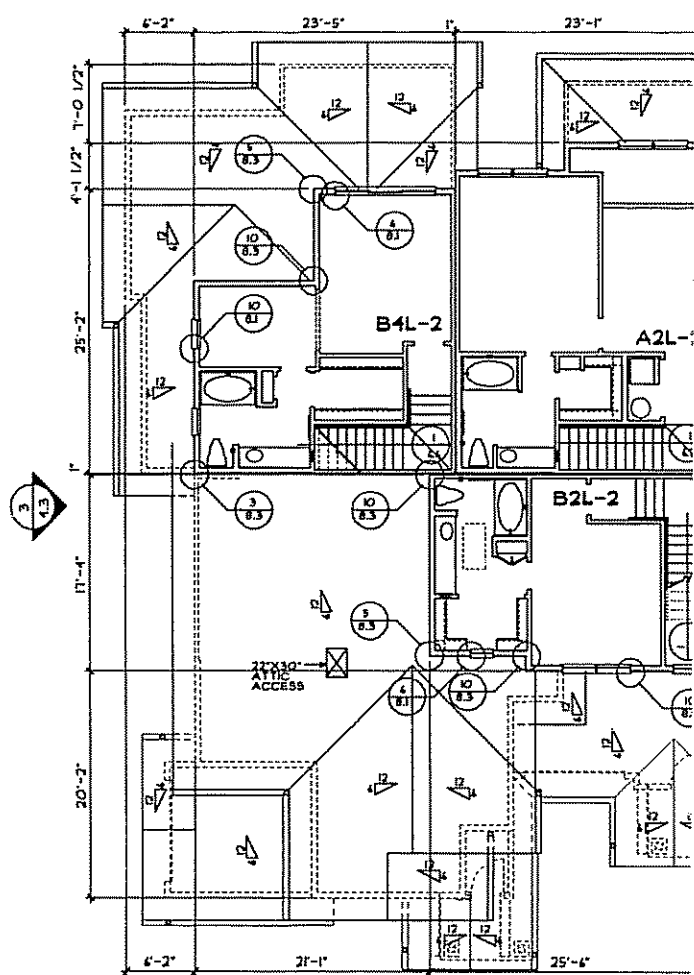
PROJECT
03137

SHEET NUMBER
4.2
BLDG. 'B'

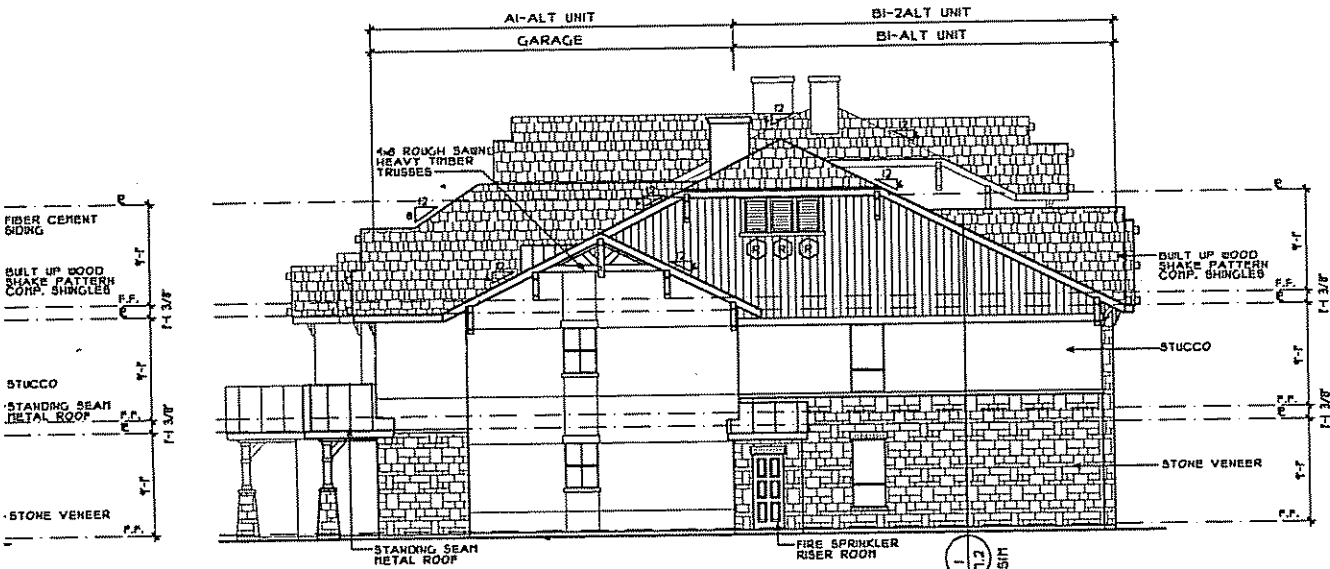
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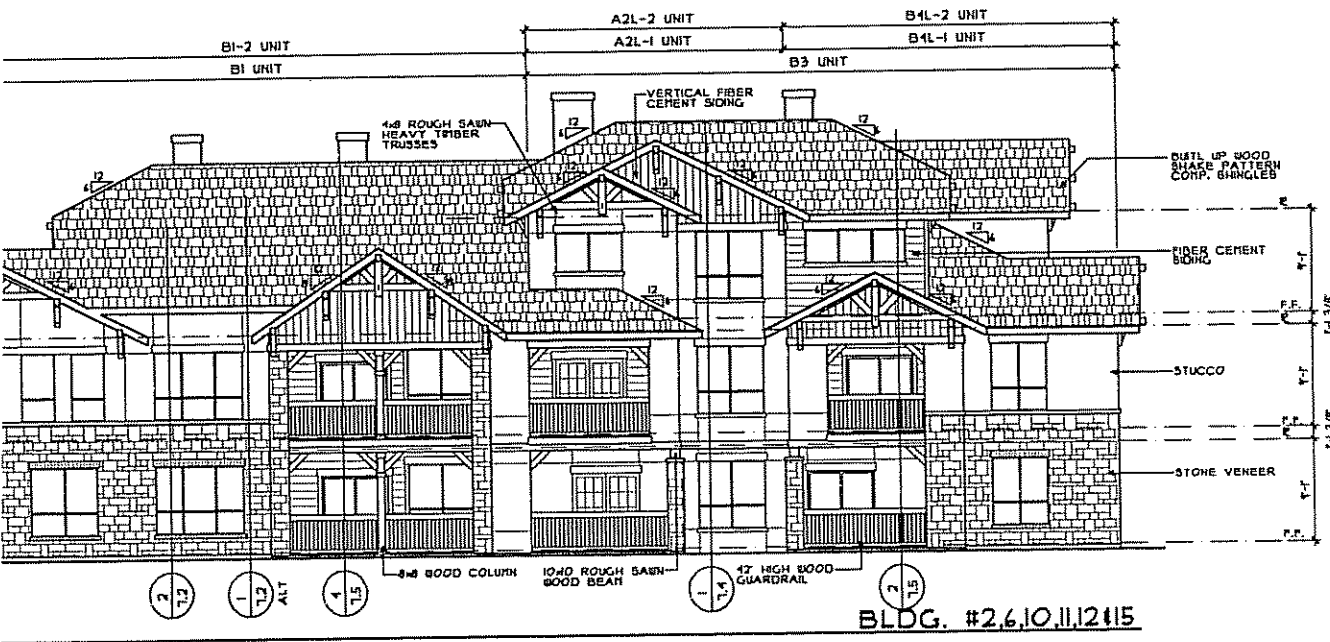
2 BUILDING TYPE 'B' ROOF PLAN
1/16"=1'-0"



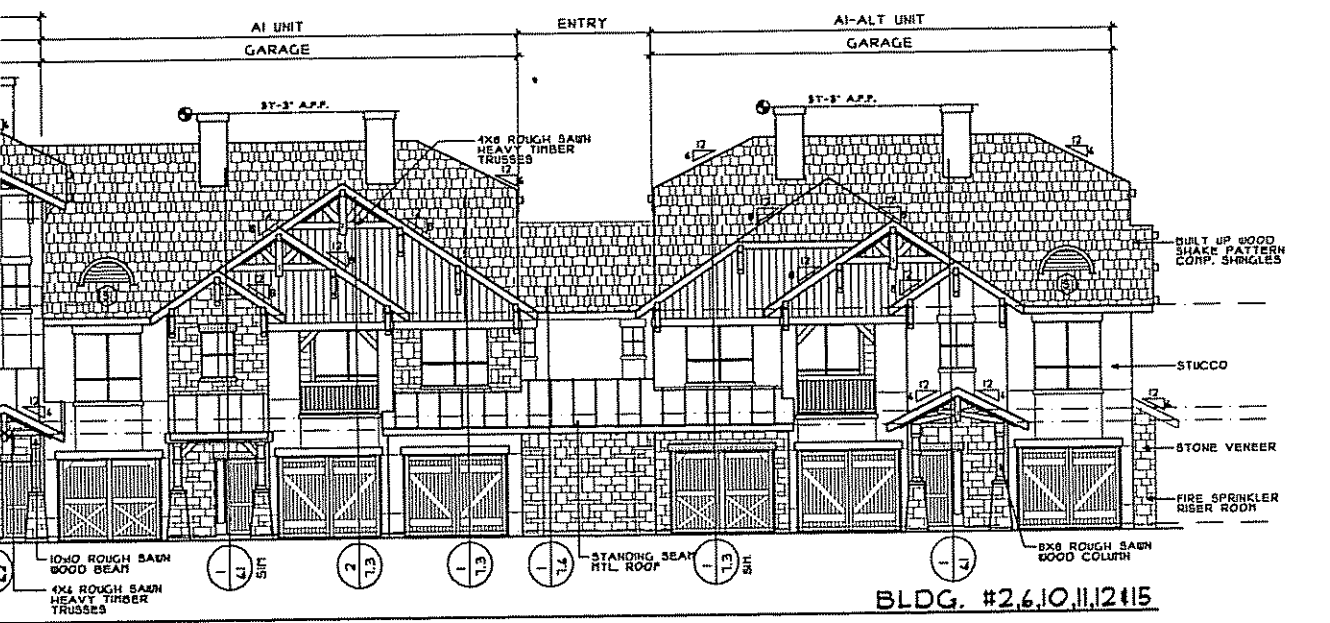
1 BUILDING TYPE 'B' THIRD FLOOR PLAN
1/16"=1'-0"



4 BUILDING 'B' RIGHT END ELEVATION BLDG. #2,6,10,11,12,15
SCALE 1/8"=1'-0"



BLDG. #2,6,10,11,12,15



BLDG. #2,6,10,11,12,15

REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET

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DATE
05-18-04

PROJECT
03137

SHEET NUMBER
4.3
ELEV. 'B'

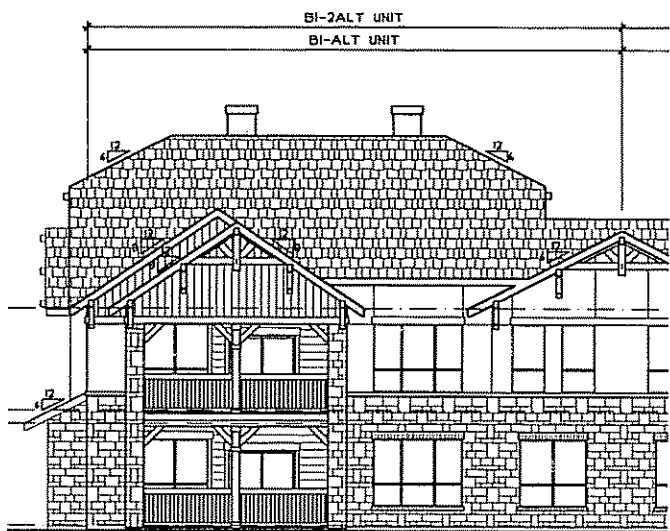
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3 BUILDING 'B' LEFT END ELEVATION BLDG. #2,6,10,11,12&15
SCALE 1/8"=1'-0"



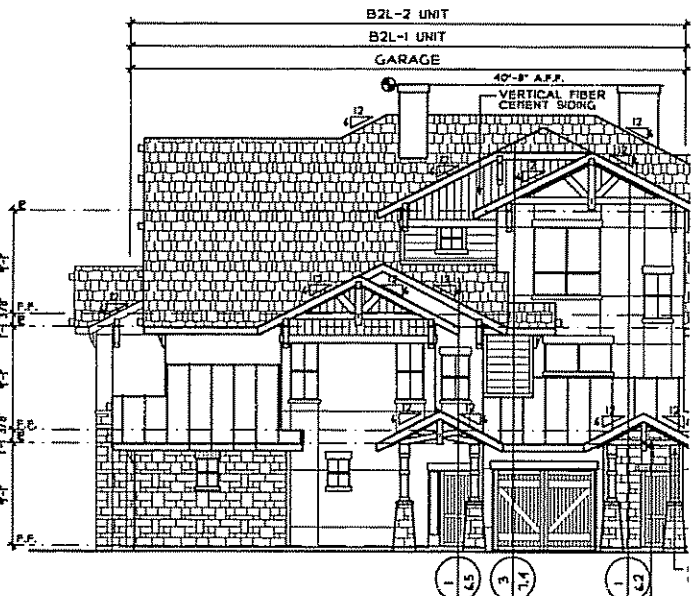
6 BUILDING 'A' & 'B' ENTRY ELEVATION
SCALE 1/8"=1'-0"



2 BUILDING 'B' REAR ELEVATION
SCALE 1/8"=1'-0"

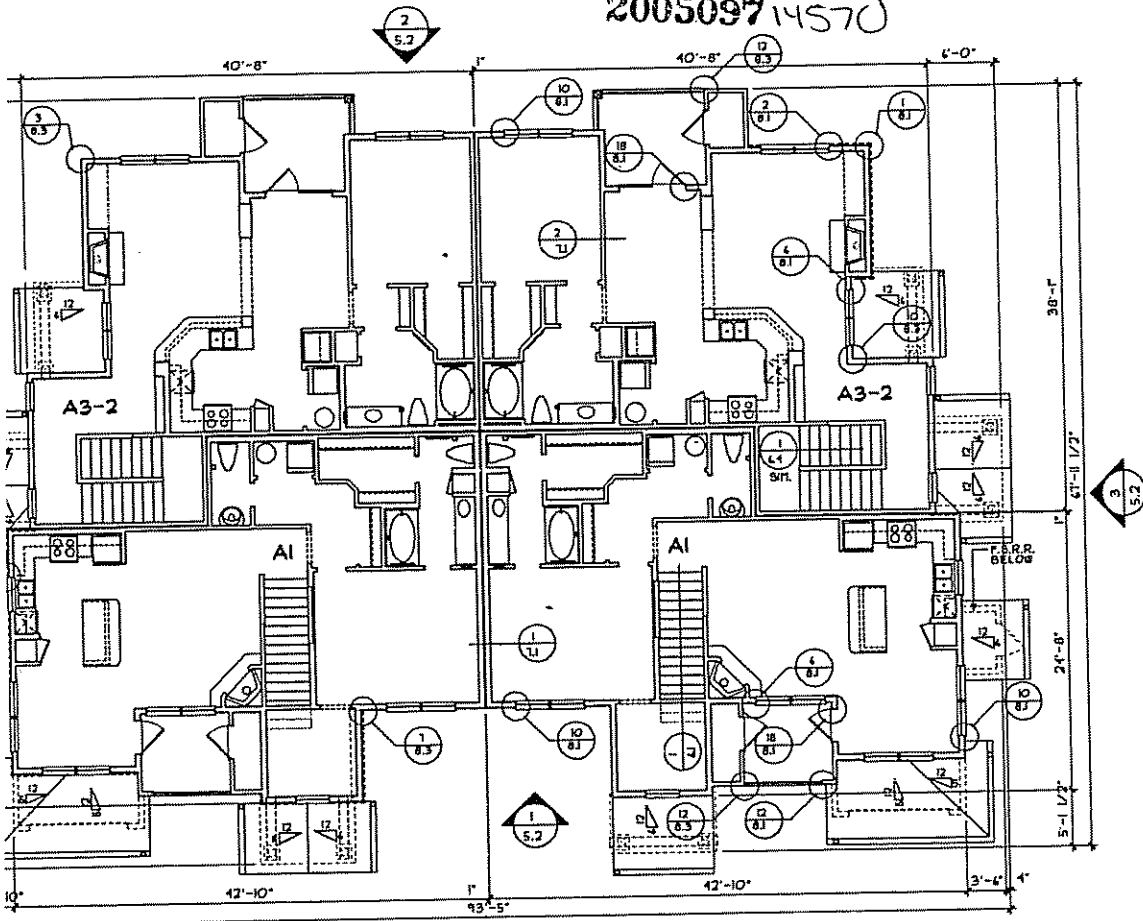


5 BUILDING 'A' & 'B' ENTRY ELEVATION
SCALE 1/8"=1'-0"



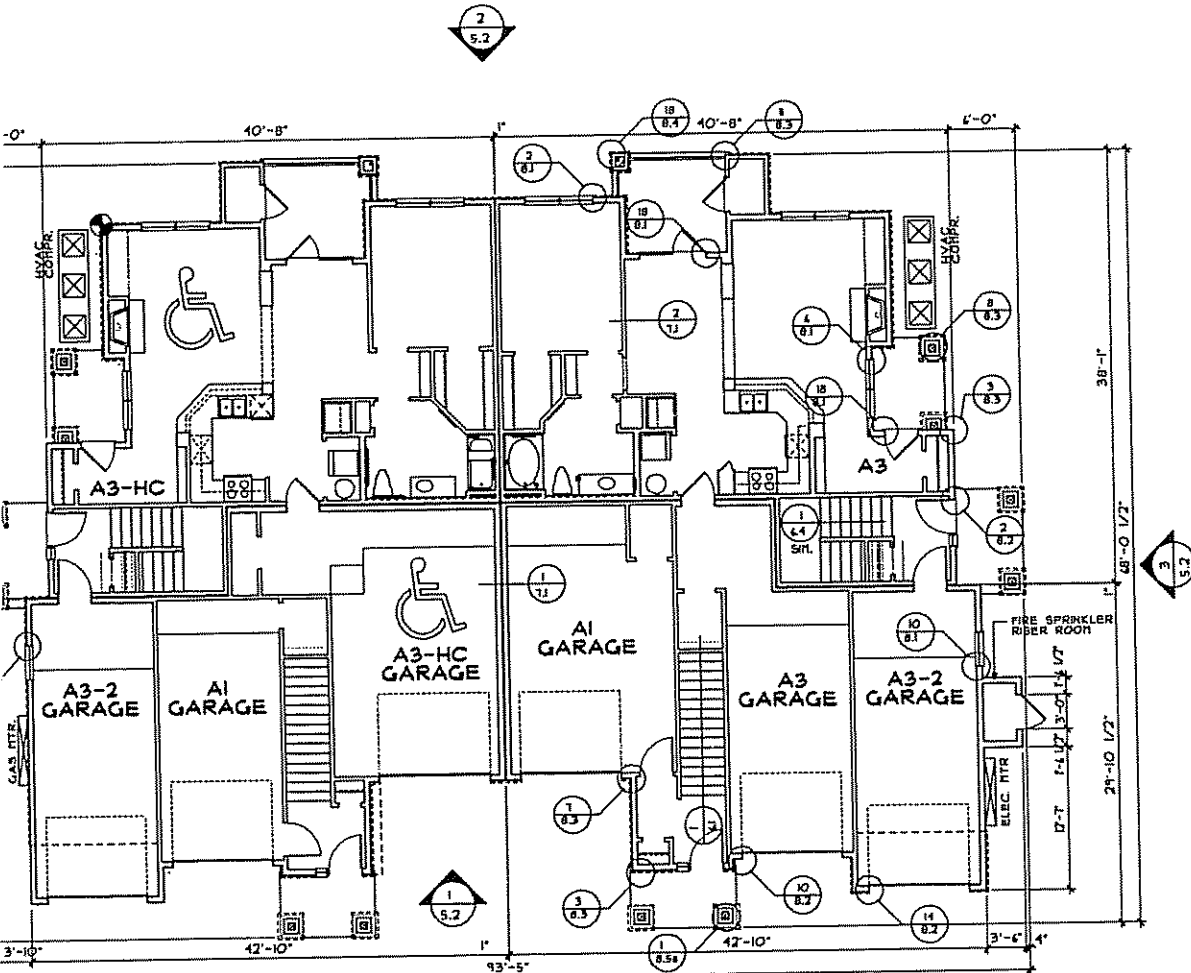
1 BUILDING 'B' FRONT ELEVATION
SCALE 1/8"=1'-0"

200509714570



NG TYPE 'C' SECOND FLOOR PLAN

BLDG. #4114



DING TYPE 'C' FIRST FLOOR PLAN

BLDG. #4114

REVISIONS

The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET



OWENS ARCHITECTS, L.P.
GUEST SUITE 300 DALLAS, TEXAS 75205 (214) 520-8878
BEELER GUEST SUITE 300 DALLAS, TEXAS 75205 (214) 520-8878

DATE
05-18-04

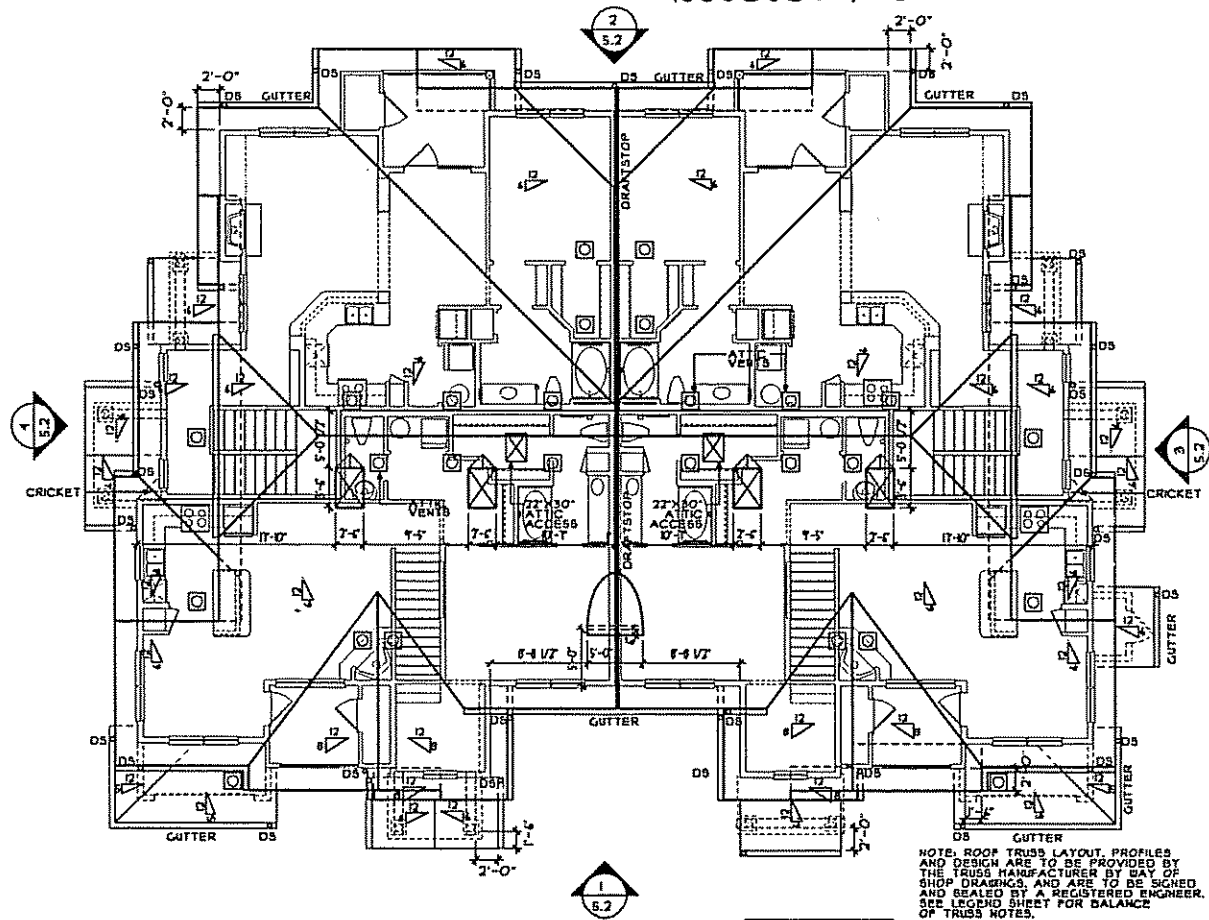
PROJECT
03137

SHEET NUMBER

5.1

BLDG. 'C'

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3 BUILDING TYPE 'C' ROOF PLAN
1/16"=1'-0"

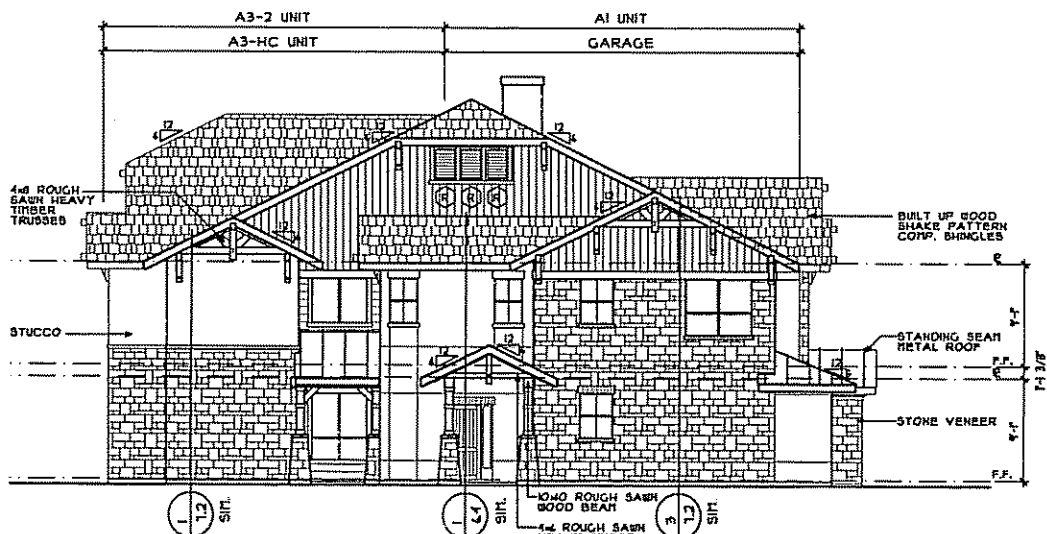
24 ATTIC VENTS

BLDG. #4114

---- INDICATES ADHERED STONE VENEER

BUILDING INFORMATION (BLDG. 'C')

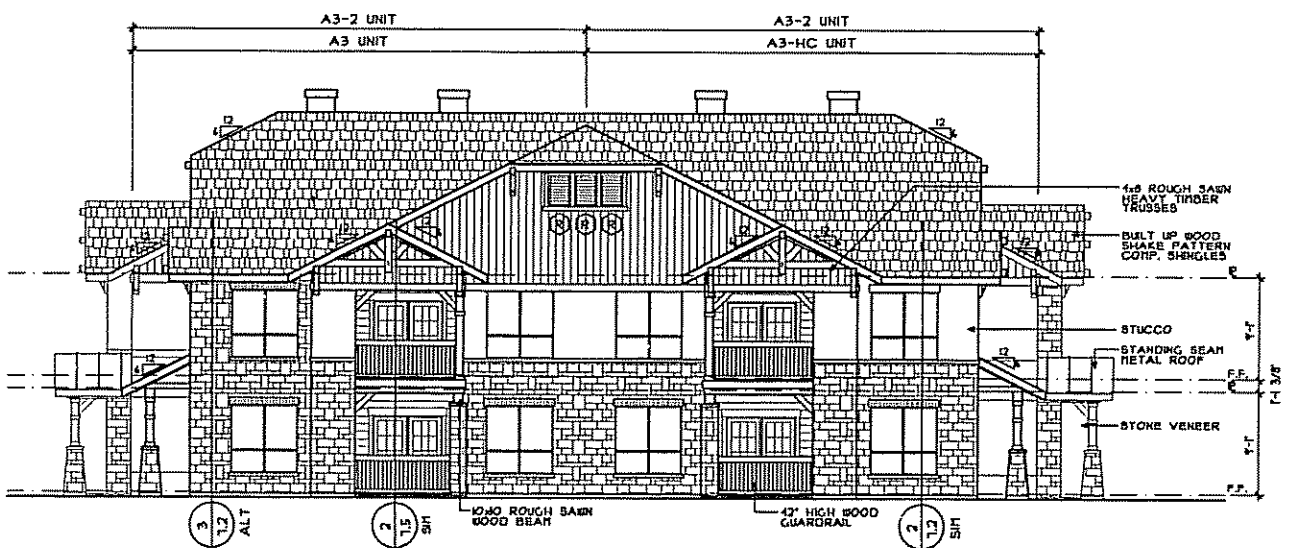
OCCUPANCY: R-2	
GROSS BLDG. AREA: 11,071 S.F.	
NET LEASABLE AREA: 5,544 S.F. A/C SPACE	
TYPE OF CONSTRUCTION:	V-IHR.
OCCUPANCY CONTENT:	44
REQ'D EXITS:	2
FIRE SPRINKLERS:	YES-13R
BREEZEWAY SPRINKLERS:	N/A
STAND PIPES:	NO
FIRE ALARMS:	YES
EMERGENCY LIGHTING:	NO
AGE OF BUILDING:	NEW
TENANT SEPARATION WALLS:	YES
AREA SEPARATION WALLS:	NO



4 BUILDING 'C' LEFT END ELEVATION
SCALE 1/8"=1'-0"

BLDG. #4114

3

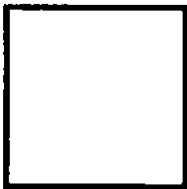


2 BUILDING 'C' REAR ELEVATION
SCALE 1/8"=1'-0"

BLDG. #4114

1

Datsopoulos et al
201 West Main
Central Square Bldg
Missoula, MT 59802



REVISIONS

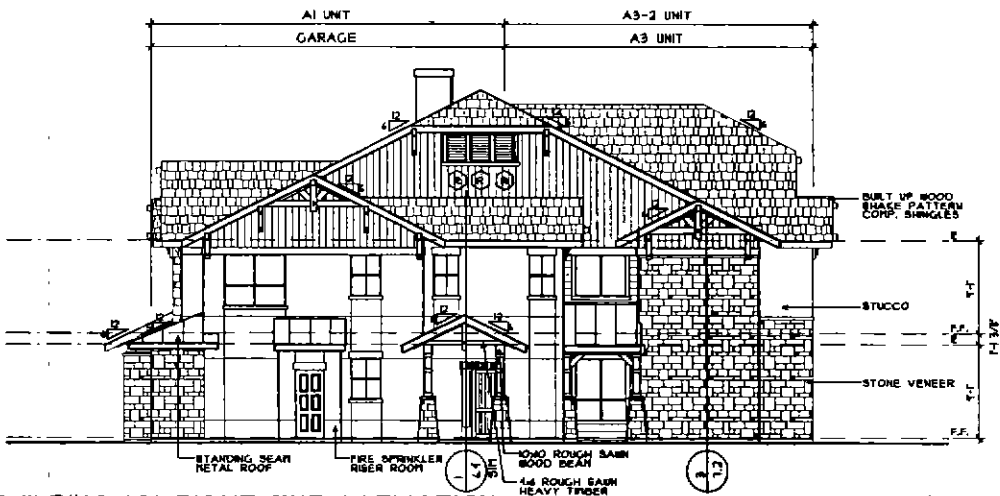
The Monterra at Whitefish
160 Condominiums in Whitefish, Montana for
Brownstone Capital, Inc.

CITY SUBMITTAL SET
BEELER
4246 N. CENTRAL EXPY SUITE 300
DALLAS, TEXAS 75205 (214) 820-8878
GUEST
OWENS ARCHITECTS, L.P.
DALLAS, TEXAS 75205 (214) 820-8878

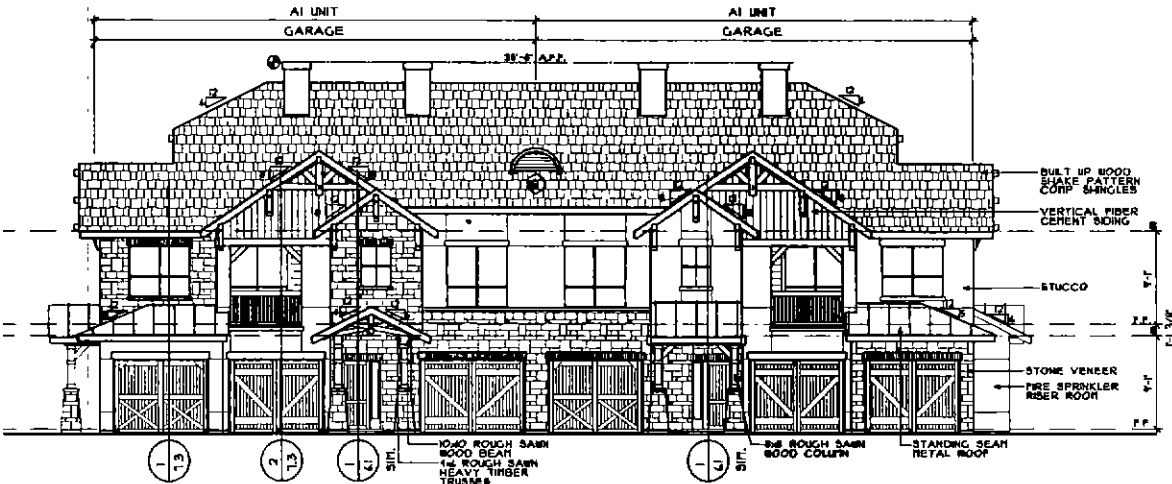
DATE
05-18-04

PROJECT
03137

SHEET NUMBER
5.2
ELEV. 'C'



3 BUILDING 'C' RIGHT END ELEVATION BLDG. #4114
SCALE 1/8"=1'-0"



1 BUILDING 'C' FRONT ELEVATION BLDG. #4114
SCALE 1/8"=1'-0"

STATE OF MONTANA COUNTY OF FLATHEAD)
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA, AT THE
REQUEST OF Oct 30 2004 ON April 07, 2005
@ 2:57 P.M. CLOCK \$ 810.00 PAID
Paula Popovich CLERK AND RECORDER BY
RETURN DOCUMENT # 200509714570

CRCT-86145

2005168 16060

FIRST ADDENDUM TO DECLARATION OF CONDOMINIUM
OF WHITEFISH PARTNERS I, LLC

The undersigned, Whitefish Partners I, LLC, comes now as the Declarant, pursuant to the Declaration of Condominium for the Monterra at Whitefish Condominium, dated April 7, 2005, ** and hereby amends said Declaration of Condominium by adding the following to Exhibit "C":
 **recorded April 7, 2005 as Doc. No. 2005-097-14570

COMMON ELEMENT ALLOCATION:

<u>Unit</u>	<u>Percentage / Unit</u>	<u>Unit</u>	<u>Percentage /Unit</u>
6204 - A	.588%	6208 - A	.588%
6204 - B	.588%	6208 - B	.588%
6204 - C	.588%	6208 - C	.588%
6204 - D	.588%	6208 - D	.588%
6204 - E	.588%	6208 - E	.588%
6204 - F	.588%	6208 - F	.588%
6204 - G	.588%		
6204 - H	.588%	6305 - A	.588%
6204 - I	.588%	6305 - B	.588%
6204 - J	.588%	6305 - C	.588%
6204 - K	.588%	6305 - D	.588%
6204 - L	.588%	6305 - E	.588%
		6305 - F	.588%
6203 - A	.588%	6305 - G	.588%
6203 - B	.588%	6305 - H	.588%
6203 - C	.588%	6305 - I	.588%
6203 - D	.588%	6305 - J	.588%
6203 - E	.588%	6305 - K	.588%
6203 - F	.588%	6305 - L	.588%
6203 - G	.588%		
6203 - H	.588%	6310 - A	.588%
6203 - I	.588%	6310 - B	.588%
6203 - J	.588%	6310 - C	.588%
		6310 - D	.588%
6205 - A	.588%	6310 - E	.588%
6205 - B	.588%	6310 - F	.588%
6205 - C	.588%	6310 - G	.588%
6205 - D	.588%	6310 - H	.588%
6205 - E	.588%	6310 - I	.588%
6205 - F	.588%	6310 - J	.588%
6205 - G	.588%		
6205 - H	.588%		
6205 - I	.588%		
6205 - J	.588%		
6205 - K	.588%		
6205 - L	.588%		

0970253

6300 – A	.588%	6005 – A	.588%
6300 – B	.588%	6005 – B	.588%
6300 – C	.588%	6005 – C	.588%
6300 – D	.588%	6005 – D	.588%
6300 – E	.588%	6005 – E	.588%
6300 – F	.588%	6005 – F	.588%
6300 – G	.588%	6005 – G	.588%
6300 – H	.588%	6005 – H	.588%
6300 – I	.588%	6005 – I	.588%
6300 – J	.588%	6005 – J	.588%
6300 – K	.558%		
6300 – L	.588%	6003 – A	.588%
		6003 – B	.588%
6009 – A	.588%	6003 – C	.588%
6009 – B	.588%	6003 – D	.588%
6009 – C	.588%	6003 – E	.588%
6009 – D	.588%	6003 – F	.588%
6009 – E	.588%	6003 – G	.588%
6009 – F	.588%	6003 – H	.588%
6009 – G	.588%	6003 – I	.588%
6009 – H	.588%	6003 – J	.588%
6009 – I	.588%		
6009 – J	.588%	6002 – A	.588%
6009 – K	.588%	6002 – B	.588%
6009 – L	.588%	6002 – C	.588%
		6002 – D	.588%
6008 – A	.588%	6002 – E	.588%
6008 – B	.588%	6002 – F	.588%
6008 – C	.588%	6002 – G	.588%
6008 – D	.588%	6002 – H	.588%
6008 – E	.588%	6002 – I	.588%
6008 – F	.588%	6002 – J	.588%
6008 – G	.588%	6002 – K	.588%
6008 – H	.588%	6002 – L	.588%
6008 – I	.588%		
6008 – J	.588%	6000 – A	.588%
6008 – K	.588%	6000 – B	.588%
6008 – L	.588%	6000 – C	.588%
		6000 – D	.588%
6007 – A	.588%	6000 – E	.588%
6007 – B	.588%	6000 – F	.588%
6007 – C	.588%		
6007 – D	.588%		
6007 – E	.588%		
6007 – F	.588%		
6007 – G	.588%		
6007 – H	.588%		
6007 – I	.588%		
6007 – J	.588%		

2005168 16060

6104 - A	.588%	6103 - A	.588%
6104 - B	.588%	6103 - B	.588%
6104 - C	.588%	6103 - C	.588%
6104 - D	.588%	6103 - D	.588%
6104 - E	.588%	6103 - E	.588%
6104 - F	.588%	6103 - F	.588%
6104 - G	.588%	6103 - G	.588%
6104 - H	.588%	6103 - H	.588%
6104 - I	.588%	6103 - I	.588%
6104 - J	.588%	6103 - J	.588%
6104 - K	.588%	6103 - K	.588%
6104 - L	.588%	6103 - L	.588%

The remaining provisions of Declaration of Condominium for the Monterra at Whitefish Condominium, dated April 7, 2005, and its Exhibits shall not be effected by this Addendum, and thus, said documents and all provisions of said documents shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant of the Monterra at Whitefish Condominium Association, Inc., has hereunto certified this 16 day of JUNE, 2005.

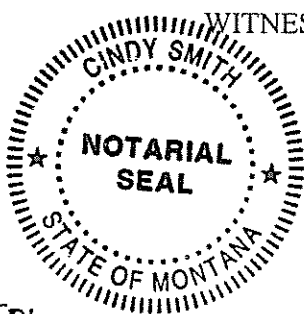
DECLARANT:
Whitefish Partners I, LLC

James P. Corrick
James P. Corrick
Managing Member

STATE OF MONTANA

County of Missoula

On the 16th day of June, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James P. Corrick, personally know to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorize capacity.



WITNESS my hand and official seal.

Cindy Smith
Notary Public for the State of Montana
Print Name: Cindy Smith
Residing at: Missoula
My commission expires: 02-28-2006

Return To:
Citizens Title & Escrow
P.O. Box 1310
Kalispell, MT. 59901

STATE OF MONTANA COUNTY OF FLATHEAD) ss
RECORDED IN THE RECORDS OF FLATHEAD COUNTY STATE OF MONTANA COPY
AT THE REQUEST OF CIT CN
6-17 2005 @ 4:04 o'clock PM GO PAID
PAULA ROBINSON, CLERK AND RECORDER BY
Kayla Kib DEPUTY
RETURN
DOCUMENT # 2005168 16060

Return Address:

Thad A. Huse
201 West Main Street
Missoula, Montana 59802

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PAULA ROBINSON FLATHEAD COUNTY MONTANA

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**FIRST AMENDMENT TO EXHIBIT "C" OF THE DECLARATION OF
CONDOMINIUM FOR THE MONTERRA AT WHITEFISH CONDOMINIUM**

The undersigned, Whitefish Partners I, LLC, comes now as the Declarant pursuant to the Declaration of Condominium for The Monterra at Whitefish Condominium, and hereby amends said Declaration of Condominium, recorded April 7, 2005, document number 2005-097-14570. This attached document titled, "Exhibit C Amended" is the entire amendment to the Declaration and shall serve to replace the existing Exhibit "C" of said Declaration of Condominium. Exhibit "C" is an estimate of monthly association dues. All estimates set forth in the attached amendment shall be subject to change in accordance with procedures and provisions, as provided in the Declaration, Bylaws, any other formation documents of The Monterra at Whitefish Condominium, and/or any rules or regulations adopted by the Board of Directors, or Association of The Monterra at Whitefish Condominium.

APPROVED 8/18/05
TH

First Amendment to Exhibit "C"

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EXHIBIT C
-AMENDED-

The Monterra at Whitefish

EXPENSES FOR 160 UNITS: 160

ADMINISTRATIVE EXP.

Regional Product Average

OFFICE SALARIES	\$ 300	\$ 48,000
OFFICE EXPENSES	\$ 18	\$ 2,877
MANAGEMENT FEES	\$ -	\$ -
LEGAL FEES	\$ 15	\$ 2,421
AUDIT FEES	\$ 24	\$ 3,875
PROFESSIONAL FEES	\$ 53	\$ 8,429
BOARD OF DIRECTORS INSURANCE	\$ 4	\$ 686
ANNUAL INSPECTION OF UNITS	\$ 94	\$ 15,000
OTHER ADMIN.	\$ 13	\$ 2,027

SUBTOTAL ADMINIST. \$ 521 \$ 83,315

AMENITIES

NATURAL GAS	\$ 28	\$ 4,418
ELECTRICITY	\$ 55	\$ 8,827
WATER / SEWER	\$ 20	\$ 3,200
TRASH REMOVAL	\$ 66	\$ 10,560
WINDOW WASHING	\$ -	\$ -
MISC. OPER. EXP	\$ 165	\$ 26,402

SUBTOTAL OPERATING \$ 334 \$ 53,406

REPAIR AND MAINT.

SECURITY	\$ -	\$ -
SNOW REMOVAL	\$ 75	\$ 12,000
GROUND MAINTENANCE	\$ 198	\$ 31,725
CUSTODIAL	\$ 160	\$ 25,546
HEAT/AC/VENT	\$ 62	\$ 9,946
GENERAL MAINTENANCE	\$ 115	\$ 18,454
PAINT-EXTERIOR	\$ 15	\$ 2,400
PAINT- INTERIOR COMMON AREA	\$ 35	\$ 5,566
REC. AMENITIES	\$ 97	\$ 15,501
STREETS/PARKING	\$ 50	\$ 8,000
OTHER REP/MAINT.	\$ 11	\$ 1,782

SUBTOTAL REP/MAINT. \$ 818 \$ 130,920

FIXED EXPENSES

REAL ESTATE TAX	\$ -	\$ -
OTHER TAX	\$ -	\$ -
REPLACEMENT INSURANCE	\$ 94	\$ 15,064
PERSONAL PROPERTY	\$ 3	\$ 448
LIABILITY INSURANCE	\$ 175	\$ 27,976

SUBTOTAL FIXED EXP \$ 272 \$ 43,488

REPLACEMENT RESERVE

Furnishings, Finishes & Equipment	\$ 65	\$ 10,400
Pool Estimated Total	\$ 13	\$ 2,080
Roof Estimated Total	\$ 116	\$ 18,560
Painting Estimated Total	\$ 195	\$ 31,200
Misc. Building Components	\$ 15	\$ 2,400
Streets / Driveways	\$ 40	\$ 6,400
Mechanical / Electrical / Pumps	\$ 10	\$ 1,600
Trails Estimated Total	\$ 9	\$ 1,360

SUBTOTAL REPLACEMENT RESERVE. \$ 463 \$ 74,000

TOTAL ALL EXPENSES \$ Per Year / Per Unit 2,407 Per Year Total \$ 385,130

Total Monthly Expenses \$ 201

The remaining provisions of the Declaration of Condominium for The Monterra at Whitefish Condominium, dated April 7, 2005, and its Exhibits shall not be effected by this Amendment, and thus, said documents and all provisions of said documents shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant of The Monterra Whitefish Condominium Association, Inc., has hereunto certified this 16th day of August, 2005.

DECLARANT:
Whitefish Partners I, LLC

James P. Corrick
James P. Corrick
Managing Member

STATE OF MONTANA

County of Missoula

On the 16th day of August, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James P. Corrick, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorize capacity.



WITNESS my hand and official seal.

Cindy Smith
Notary Public for the State of Montana
Print Name Cindy Smith
Residing at: Missoula
My commission expires: 02-28-2006