

Return:
Steven E Cummings
P.O. Box 7370
Kalispell MT 59904

200714213000

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5-17-01

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PAULA ROBINSON FLATHEAD COUNTY MONTANA

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE MONTANA UNIT OWNERSHIP ACT

MARINA CAY CONDOMINIUMS

This Second Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums ("Second Amendment") concerns the Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on June 28, 1990, under Reception No. 9017911230, as amended and supplemented by (a) Amendment to the Declaration of Condominium of Marina Cay Condominiums recorded August 7, 1990, under Reception No. 9021912180, (b) Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V Under the Montana Unit Ownership Act, recorded May 3, 2001, under Reception No. 200112315250, records of Flathead County, Montana, (c) Supplemental Exhibit and Certification to Declaration of Condominium of Marina Cay Condominiums (Document No. 90-179-11230) and to Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V (Document No. 94-320-11250), all of which documents are together referred to herein as the "Marina Cay Condominium Declaration").

The Marina Cay Condominium Declaration is hereby amended as follows:

1. Change to Definition of Unit. The last sentence of the last paragraph of Article II of the Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on June 28, 1990, under Reception No. 9017911230 and the last paragraph of Article I of the Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V Under the Montana Unit Ownership Act, recorded May 3, 2001, under Reception No. 200112315250, records of Flathead County, Montana, are both deleted, and in their place, the following provisions are inserted:

"Each Unit shall consist of an individual air space as designated on the Exhibits attached hereto bounded by the interior face of the unfinished perimeter walls, the unfinished perimeter ceilings, and unfinished perimeter floors of the Unit, and the doors and windows thereof. For the purpose of defining a Unit, the terms set forth above shall be defined as follows:

a. "unfinished perimeter wall" means the interior surfaces of the studs, supports and other wooden, metal or similar structural materials which constitute the interior face of a wall of a Unit.

b. "unfinished perimeter ceiling" means the beams, joists and wooden or other structural materials that constitute the interior face of the ceiling of a Unit.

c. "unfinished perimeter floor" means the beams, floor joists and floor deck material that constitute the interior face of the floor of a Unit.

"A Unit shall include any drywall, sheetrock, wall paneling, wood, tile, paint, paper, carpeting or any other wall, ceiling or floor covering, windows, window glass and window frames, shutters, awnings, doorsteps, stoops and doors, door glass and door frames. A Unit shall further include fixtures and hardware and all improvements contained within the unfinished perimeter walls, ceilings and floors. A Unit shall include any utility equipment that serves solely that Unit, including but not limited to heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical or other utility services to the Unit and located within the unfinished walls, ceilings and floors; provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within the Unit but serving more than one Unit."

2. Effect of Amendment. Except as amended by this Second Amendment, all of the terms and conditions of the Marina Cay Condominium Declaration shall remain in full force and effect.

6. Miscellaneous. All capitalized terms not defined in this Second Amendment shall have the same meaning stated in the Marina Cay Condominium Declaration.

7. Certification. We, the undersigned, hereby certify that the foregoing Second Amendment was presented to the Owners at the regular meeting of the Association held on June 3, 2006, that a sufficient quorum of members were in attendance, and that the foregoing Second Amendment was approved by Owners holding over 75% of the votes in the Association, voting in person or by proxy. The Second Amendment was declared duly proposed, considered and passed in due form and direction was made for the recording of such Amendment to make it fully effective.

8. Property. This Second Amendment concerns the property described on Exhibit A, attached hereto.

DATED this 1st day of May, 2007.

MARINA CAY HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Willa Craig, HOA, President

Attest:

By: Joni Kemp 5/11/07
Joni Kemp HOA, Secretary

STATE OF MONTANA)
) SS
 County of Flathead)

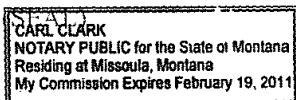
This instrument was acknowledged before me on the 7th day of May, 2007, by [Signature] (Willie Gray), as President, of MARINA CAY HOMEOWNERS ASSOCIATION, INC.

[Signature]
 Notary Public for the State of Montana

Carl Clark
 [print or type name of Notary]

Residing at Missoula, Montana

My Commission expires 02/19, 2011



STATE OF MONTANA)
) SS
 County of Flathead)

This instrument was acknowledged before me on the 11 day of May, 2007, by Joni W. Kemp HOA, as Secretary, of MARINA CAY HOMEOWNERS ASSOCIATION, INC.

 Notary Public for the State of Montana

 [print or type name of Notary]

Residing at _____

My Commission expires _____, 20____

(SEAL)

Please see attached

2007142 13000

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF San Luis Obispo

On May 11, 2007 before me, Gina Marie Lucich, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Joni Wilson Kemp

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature], Notary Public
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

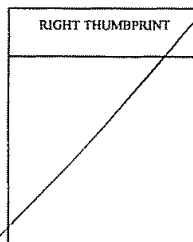
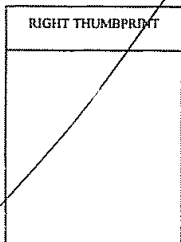
THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Second Amendment Marina Cay Homeowners Association

DATE OF DOCUMENT May 11, 07 NUMBER OF PAGES 5 (including this page)

SIGNERS(S) OTHER THAN NAMED ABOVE N/A

SIGNER'S NAME N/A SIGNER'S NAME N/A



2007142 13000

EXHIBIT A – Legal Description

MARINA CAY CONDOMINIUMS, a condominium project created pursuant to the Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on June 28, 1990, under Reception No. 9017911230, as amended and supplemented by (a) Amendment to the Declaration of Condominium of Marina Cay Condominiums recorded August 7, 1990, under Reception No. 9021912180, (b) Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V Under the Montana Unit Ownership Act, recorded May 3, 2001, under Reception No. 200112315250, records of Flathead County, Montana, (c) Supplemental Exhibit and Certification to Declaration of Condominium of Marina Cay Condominiums (Document No. 90-179-11230) and to Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V (Document No. 94-320-11250), and as it may be amended or supplemented in the future.

2007142 13010

Return after recording to:
Steve Cummings
PO Box 7370
Kalispell, MT 59904-0370

DATE 5-22-07 BY Cummings TIME 1:04
\$ 55 PAGES 5 BY a Bradford
PAULA ROBINSON FLATHEAD COUNTY MONTANA

FIRST AMENDMENT TO REVISED BYLAWS

OF

MARINA CAY HOMEOWNERS ASSOCIATION, INC.

★★ *Assessor #s on last pg.*
This First Amendment to Revised Bylaws of Marina Cay Homeowners Association, Inc. (First Amendment) amends the Revised Bylaws of Marina Cay Homeowners Association, Inc. recorded December 30, 2003, under Reception No. 200336415750, records of Flathead County, Montana (the "Revised Marina Cay Bylaws"). The above-referenced Revised Marina Cay Bylaws replaced and superceded the original of Marina Cay Homeowners Association, Inc. recorded (with other documents) on June 28, 1990, under Reception No. 9017911230, records of Flathead County, Montana.

1. Amendment. The Revised Marina Cay Bylaws are hereby amended by adding new Section 11 to Article VIII (Insurance and Fidelity Bonds) to read as follows:

11. Revised Definition of Unit. For the revised definition of what constitutes an Owner's "Unit" in Marina Cay, see the Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on June 28, 1990, under Reception No. 9017911230, as amended by various amendments and supplements recorded in the records of Flathead County, Montana, including the Second Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on May 22, 2007, under Reception No. 200714213000. The Owners shall be responsible for insuring their own Units, as defined in the said Declaration of Condominium, as amended by the Second Amendment to Declaration of Condominium.

2. Effect of Amendment. Except as amended by this First Amendment, all of the terms and conditions of the Revised Marina Cay Bylaws shall remain in full force and effect.

3. Miscellaneous. All terms not defined in this First Amendment shall have the same meaning stated in the Marina Cay Condominium Declaration, as amended, and the Revised Marina Cay Bylaws.

4. Certification. We, the undersigned, hereby certify that the foregoing First Amendment was presented to the owners at the regular meeting of the Association held on June 3, 2007, that a sufficient quorum of members were in attendance, and that the foregoing First Amendment was approved by owners holding over 75% of the votes in the Association, voting in person or by proxy. The First Amendment was declared duly proposed, considered and passed in due form and direction was made for the recording of such Amendment to make it fully effective.

5. Property. This First Amendment concerns the property described on Exhibit A, attached hereto.

DATED this 11th day of May, 2007.

MARINA CAY HOMEOWNERS ASSOCIATION, INC.

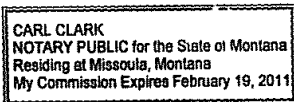
By: [Signature]
Will Craig, HOA, President

Attest:

By: [Signature] 5/11/07
Jon Kemp HOA, Secretary

STATE OF MONTANA)
) SS
 County of Flathead)

This instrument was acknowledged before me on the 9th day of May,
 2007, by [Signature] (Willie Craig), as President, of MARINA CAY
 HOMEOWNERS ASSOCIATION, INC.



(SEAL)

[Signature]
 Notary Public for the State of Montana
Carl Clark
 [print or type name of Notary]
 Residing at Missoula Montana
 My Commission expires 02/19/12, 2011

STATE OF MONTANA)
) SS
 County of Flathead)

This instrument was acknowledged before me on the 11 day of May,
 2007, by Joni W. Kemp HOA, as Secretary, of MARINA CAY
 HOMEOWNERS ASSOCIATION, INC.

(SEAL)

 Notary Public for the State of Montana

 [print or type name of Notary]
 Residing at _____
 My Commission expires _____, 20____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

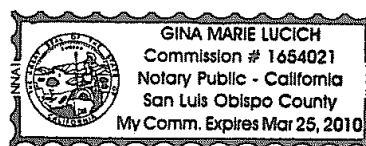
STATE OF CALIFORNIA

COUNTY OF San Luis ObispoOn May 11, 2007 before me, Gina Marie Lucich, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"personally appeared, Joni Wilson Kemp

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

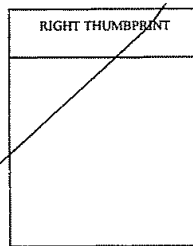
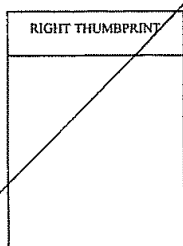
WITNESS my hand and official seal.

Gina Marie Lucich, Notary Public
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT First Amendment - Marina Cay Homeowners AssociationDATE OF DOCUMENT May 11, 2007 NUMBER OF PAGES 4 (including this page)SIGNERS(S) OTHER THAN NAMED ABOVE N/ASIGNER'S NAME N/A SIGNER'S NAME N/A

Return after recording to:
Steve Cummings
PO Box 7370
Kalispell, MT 59904-0370



Paula Robinson, Flathead County MT by NC

200800027108

Page: 1 of 6

Fees: \$62.00

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**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE MONTANA UNIT OWNERSHIP ACT**

MARINA CAY CONDOMINIUMS

This Third Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums ("Third Amendment") concerns the Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on June 28, 1990, under Reception No. 9017911230, as amended and supplemented by (a) Amendment to the Declaration of Condominium of Marina Cay Condominiums recorded August 7, 1990, under Reception No. 9021912180, (b) Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V Under the Montana Unit Ownership Act, recorded May 3, 2001, under Reception No. 200112315250, (c) Supplemental Exhibit and Certification to Declaration of Condominium of Marina Cay Condominiums (Document No. 90-179-11230) and to Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V (Document No. 94-320-11250), and (d) Second Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded May 22, 2007, under Reception No. 200714213000 (all of which documents are together referred to herein as the "Marina Cay Condominium Declaration").

The Marina Cay Condominium Declaration is hereby amended as follows:

1. Power of Homeowners Association to Convert Certain Common Elements to Limited Common Elements. A new section i. is added to Article III in the Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on June 28, 1990, under Reception No. 9017911230 and the same Section i. shall be added to Article II in the Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V Under the Montana Unit Ownership Act, recorded May 3, 2001, under Reception No. 200112315250, records of Flathead County, Montana. The new Section shall read as follows:

i. The Homeowners Association shall have the power to build the dock complex shown on Exhibit A, attached and incorporated herein (the "Dock Project"). The Dock Project shall contain twelve (12) boat moorings (the "Dock Spaces"). The area that comprises the Dock Project is currently a general common element. The Homeowners Association is hereby



authorized to convert and designate ten (10) of the Dock Spaces shown on Exhibit A from general common elements to Limited Common Elements. The Homeowners Association shall retain two (2) Dock Spaces as general common elements for the use of all members of the Homeowners Association under rules and regulations prescribed by the Homeowners Association.

- a) The Homeowners Association shall have the authority to sell or lease ten (10) of the Dock Spaces shown on Exhibit A to members of the Homeowners Association. Sales or leases of the Dock Spaces shall be made solely to members of the Homeowners Association. It shall be in the sole discretion of the Homeowners Association to determine how many of the Dock Spaces, if any, shall be sold and how many of the Dock Spaces, if any, shall be leased. In the event the Homeowners Association elects to sell some or all of the ten (10) Dock Spaces, the Homeowners Association shall have the power to designate the Dock Spaces being sold as Limited Common Elements to be associated with the Unit owned by the member purchasing the Dock Space. In the event the Homeowners Association elects to lease some or all of the Dock Spaces, it shall be in the Homeowners Association's sole discretion to determine the term and conditions of the leases and any renewals, amendments or future leases from time to time. All proceeds from sales or leases of the Dock Spaces shall be paid to the Homeowners Association and deposited in the Homeowners Association's reserve account or such other Homeowners Association account as the Homeowners Association may designate.
- b) The two Dock Spaces not subject to sale or lease under a), above, and any other Dock Spaces which for any other reason are not sold or leased to specific members shall be designated as general common elements as defined in Article III of the Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on June 28, 1990, under Reception No. 9017911230 and Article II of the Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V Under the Montana Unit Ownership Act, recorded May 3, 2001, under Reception No. 200112315250. The Homeowners Association shall have the power to schedule usage periods for Owners and make reasonable rules and regulations regarding the use of any Dock Spaces designated as general common elements to ensure the harmonious and beneficial use of these Dock Spaces by the members of the Homeowners Association who may desire to use these Dock Spaces.
- c) The purchaser of any Dock Space sold by the Homeowners Association will receive a document designating the Dock Space as a Limited Common Element of the Unit owned by the purchasing member. The purchasing member shall have the right to sell or transfer the Dock Space to another member of the Homeowners Association. The proceeds of any such sale or transfer shall be the exclusive property of the selling member. All transfers of Dock Spaces will be evidenced by an Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums signed by the selling member, the purchasing member, and the Homeowners Association, which will remove the Dock Space being sold as a Limited Common Element of the Unit owned by the selling member and designate the Dock



Space as a Limited Common Element of the Unit owned by the purchasing member. Such a transfer shall not require the consent of any other Unit owner.

- d) In the event that the number of prospective purchasers or lessees exceeds the number of Dock Spaces available for sale or lease, the Homeowners Association shall hold a lottery to determine which members shall receive the right to purchase or lease Dock Spaces. If necessary, separate lotteries shall be held for the pool of Dock Spaces to be sold and the pool of Dock Spaces to be leased. The number of Dock Spaces and the locations of those Dock Spaces within the Dock Project comprising the pool of Dock Spaces available for purchase and the pool of Dock Spaces available for lease shall be determined prior to the lottery. Entries in the lottery shall be limited as follows: (a) there shall be no more than one entry per Unit regardless of the number of owners with an interest in any one Unit, and (b) if a member (or the member's spouse or other family member or any entity owned or controlled by the member or the member's spouse or family member) owns more than one Unit, the member (and the member's spouse, other family member or entities owned or controlled by the member or the member's spouse or family member) may only have one single entry in the lottery (not one entry for each Unit owned by the member). It shall be permitted to enter one entry in the lottery for Dock Spaces to be sold and one entry in the lottery for Dock Spaces to be leased; however, no member shall have the right to both purchase and lease a Dock Space, thus if a member has put their name in both lottery pools and is drawn in both pools, the member must choose whether they want to purchase or lease a Dock Space and their being drawn in the other pool shall be disregarded. The members who are drawn in the lottery shall have priority in the selection of Dock Spaces, from the Dock Spaces designated to the respective pools, in the order that they are drawn.
- e) Terry Arnett currently leases a mooring area located where the proposed Dock Project would be located, in accordance with a lease between Marina Cay Homeowners Association, Inc. and Terry Arnett, dated March 7, 2005. The Arnett lease runs through October 1, 2012. The Dock Space labeled as Arnett Slip on Exhibit A, shall be leased to Arnett on the same terms and conditions as under his present lease of a mooring area and he shall have a right to lease or purchase the Arnett Slip on the same terms and conditions as other Dock Spaces have been sold to members, all of which is in consideration of his present lease and his willingness to allow the Homeowners Association to build the Dock Project in the space which is currently subject to his current lease. Arnett's right to purchase or lease shall begin immediately and may be exercised at any time on or before October 1, 2012, at which time it will expire if not exercised.
- f) The designation of any Dock Space as a Limited Common Element of a particular Unit shall have no effect on that Unit's percentage of ownership of general common elements within Marina Cay.
- g) The Homeowners Association shall have the right to adopt rules and regulations and to prescribe conditions and terms of use regarding any Dock Space within the Dock Project as the Homeowners Association sees fit for the benefit and protection of the members of the Homeowners Association.



Paula Robinson, Flathead County MT by NC

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h) All members of Marina Cay Homeowners Association, Inc. hereby appoint the Homeowners Association as their rightful agent and attorney-in-fact for all purposes relating to the Dock Spaces to carry into effect the Dock Project and the types of transactions and operations provided above for the ongoing ownership, lease, use and transfer of Dock Spaces from time to time in the future, including, but not limited to the initial sale or lease of up to 10 Dock Spaces, designating such Dock Spaces as Limited Common Elements associated with the Unit of any member who purchases any of the Dock Spaces, subsequently re-designating any of the Dock Spaces as Limited Common Elements of a different Unit on the resale of a Dock Space to another member of the Homeowners Association, adopting rules and regulations and prescribing conditions and terms of use regarding any Dock Space within the Dock Project, acting in connection with any lease of any Dock Space, including any amendments, renewals or termination of any lease, dealing with the current lease to Terry Arnett and any future sale or lease of the Arnett Slip to Arnett or other members, and signing any and all documents to effectuate such transactions and operations and all other transactions or involving the Dock Project in any manner on behalf of the members.

2. Effect of Amendment. Except as amended by this Third Amendment, all of the terms and conditions of the Marina Cay Condominium Declaration shall remain in full force and effect.

3. Miscellaneous. All capitalized terms not defined in this Third Amendment shall have the same meaning stated in the Marina Cay Condominium Declaration.

4. Certification. We, the undersigned, hereby certify that the foregoing Third Amendment was presented to the owners by ballot, with a ballot and copy of this Third Amendment being mailed to all owners on May 19, 2008, and that owners holding over 75% of the votes in the Association voted in favor of the foregoing Third Amendment. The Third Amendment was declared duly proposed, considered and passed in due form and direction was made for the recording of such Amendment to make it fully effective.

5. Property. This Third Amendment concerns the property described on Exhibit A, attached hereto.

DATED this 19 day of September, 2008.

MARINA CAY HOMEOWNERS ASSOCIATION, INC.

By:


Willa Craig, President

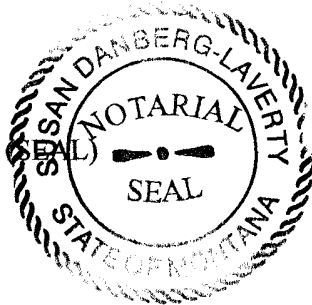


Attest:

By: Joni W Kemp
Joni W Kemp, Secretary

STATE OF MONTANA)
 : SS
County of Flathead)

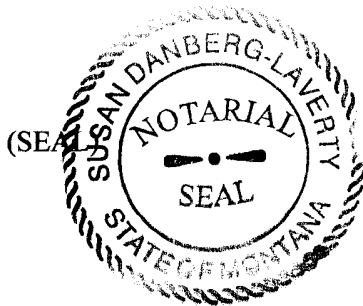
This instrument was acknowledged before me on the 19 day of September, 2008 by Willa Craig, as President, of MARINA CAY HOMEOWNERS ASSOCIATION, INC.



Susan Danberg-Lavery
Notary Public for the State of Montana
Susan Danberg-Lavery
[print or type name of Notary]
Residing at Bigfork
My Commission expires May 20, 2009

STATE OF MONTANA)
 : SS
County of Flathead)

This instrument was acknowledged before me on the 19 day of September, 2008, by Joni Kemp, as Secretary, of MARINA CAY HOMEOWNERS ASSOCIATION, INC.

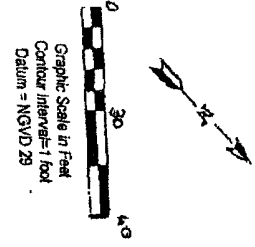


Susan Danberg-Lavery
Notary Public for the State of Montana
Susan Danberg-Lavery
[print or type name of Notary]
Residing at Bigfork
My Commission expires May 20, 2009

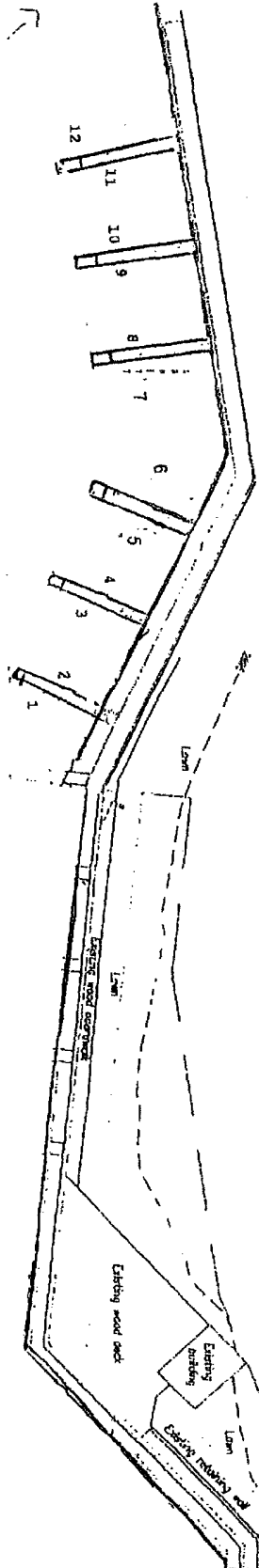


EXHIBIT "A"

BAY BUILDING



NATURAL
ELEVATION



WATERFRONT BLDG



Paula Robinson, Flathead County MT by NC

200800027109

Page: 1 of 7

Fees: \$69.00

9/29/2008 3:28 PM

Return after recording to:
Steve Cummings
PO Box 7370
Kalispell, MT 59904-0370

SECOND AMENDMENT TO REVISED BYLAWS

OF

MARINA CAY HOMEOWNERS ASSOCIATION, INC.

This Second Amendment to Revised Bylaws of Marina Cay Homeowners Association, Inc. (Second Amendment") amends the Revised Bylaws of Marina Cay Homeowners Association, Inc. recorded December 30, 2003, under Reception No. 200336415750, records of Flathead County, Montana (the "Revised Marina Cay Bylaws"), as amended by the First Amendment to revised Bylaws of Marina Cay Homeowners Association, Inc. recorded May 22, 2007, under Reception No. 200714213010, records of Flathead County, Montana. The above-referenced Revised Marina Cay Bylaws replaced and superceded the original Bylaws of Marina Cay Homeowners Association, Inc. recorded (with other documents) on June 28, 1990, under Reception No. 9017911230, records of Flathead County, Montana.

1. Amendment to Article VII. The Revised Marina Cay Bylaws are hereby amended by adding new Sections 18 and 19 to Article VII (Assessments), to read as follows:

Section 18: Assessment on Purchasers of Dock Space. In addition to the annual and special assessments authorized above, the Association shall assess and collect an annual assessment and may assess and collect special assessments from time to time, in amounts determined by the Association, for the maintenance, operation, utilities, taxes, repair, upkeep and replacement of the Dock Spaces within the Dock Project, as those terms are defined in the Third Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded Sept. 29, 2008, under Reception No. 200800027108, from the owner or lessee (if permitted by the lease) of any Dock Space within the Dock Project. The assessments under this Section shall commence and be due and payable in accordance with Sections 3 and 11 of this Article. All provisions of this Article regarding failure to pay or delinquency in payment and the remedies available to the Association shall apply equally to assessments under this Section.



Section 19: Special Assessment on Sale of Dock Space. In addition to the annual and special assessments authorized above, the Association shall assess and collect an assessment in the amount of Two Hundred Dollars (\$200.00) from the purchaser or lessee (if permitted by the lease) of any Dock Space sold after the recording of the Third Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums and this Second Amendment to Revised Bylaws of Marina Cay Homeowners Association, Inc. Said amount shall be payable to the Association by the purchaser within thirty (30) days of the closing of his or her purchase or lease of a Dock Space. Half of such assessments shall be used for the purposes set forth in Section 2 hereof and half of the said assessments shall be placed in the Dock Project maintenance reserve.

2. Amendment to Article IX. The Revised Marina Cay Bylaws are hereby amended by adding new Sections 5 through 18 to Article IX (Use Restrictions and Regulations), to read as follows:

Section 5: The owner or lessee of a Dock Space, any member using an Amenity Space (as defined below), or any other authorized user (collectively referred to as the "User") of any Dock Space shall use the Dock Space to moor one boat and for no other purpose. The boat must be registered with the State of Montana under the name of the User, who must be a member of the Association. A copy of the registration shall be provided to the Association upon request. The Association may permit the mooring of jet skis, wave runners or other personal watercraft, or the Association may prohibit the mooring of jet skis, wave runners or other personal watercraft, by adopting rules applicable to all the Dock Spaces from time to time. Users shall use the Dock Space solely for personal recreational purposes for User and User's family and guests. No commercial use of the Dock Space is permitted. No overnight occupancy of any watercraft shall be permitted.

Section 6: If the owner of any Dock Space ceases to be a member of the Association for any reason, including the sale of the Unit that the Dock Space is designated to as a Limited Common Element, and the sale does not include the Dock Space, the selling member must immediately place the Dock Space for sale and cease using the Dock Space on the day that the owner's membership in the Association is terminated. Dock Spaces can only be sold to and owned by members of the Association. The right of the selling member to use the Dock Space will be suspended indefinitely unless the Dock Space is re-designated as a Limited Common Element of another Unit owned by the member.

Section 7: A lessee who sells his or her Unit in Marina Cay may assign the lease to the new owner on terms and conditions approved by the Association. In addition, a lessee may assign the lease to another member of the Association on terms and conditions approved by the Association and both members. Except as provided



above, if the lessee of any Dock Space ceases to be a member of the Association, the lessee's lease shall terminate on the day that the lessee's membership in the Association terminates.

Section 8: The owner or lessee of any Dock Space shall not let, sublet, rent or allow use of their Dock Space to any person who is not a member of the Association or who is not renting a condominium within Marina Cay. As to lessees, any attempt to so assign the lease or let, sublet, rent otherwise allow use of the Dock Space shall render the lessee's lease void. The Marina Cay property manager shall be notified in advance of all rentals of Dock Space to persons renting a Marina Cay condominium.

Section 9: The Association shall obtain casualty insurance covering the Dock Project and shall provide the owner or lessee with evidence of such insurance upon request. The owner or lessee of a Dock Space shall obtain casualty insurance covering the boat that Lessee elects to moor at the Dock Space, and shall provide the Association with evidence of such insurance upon request.

Section 10: The User of any Dock Space shall hold the Association harmless and maintain liability insurance as follows:

(a) The User shall hold harmless, defend and indemnify the Association and Association's agents from all liabilities, costs and expenses of every kind and nature whatsoever that may be claimed or accrue by reason of any accident, injury or death in or about the Dock Space, the operation of any boat moored at the Dock Space or as the result of the condition, maintenance or operation of the Dock Space and adjacent areas, except for any such liability caused by negligence of the Association.

(b) User agrees to keep in force bodily injury/property damage liability insurance covering the Dock Space and any boat moored at the Dock Space, with bodily injury coverage of at least \$1,000,000 per occurrence. All such insurance shall be written by a company or companies authorized to issue such insurance in the State of Montana. Association shall be an additional named insured on the policy. User agrees to pay all premiums for such insurance and to deliver to Association evidence of the fact that such insurance is in force and will not be canceled without at least twenty (20) days' prior written notice by the insurance company or companies to Association.

(c) The Association shall obtain such liability insurance in such amounts as the Association may elect from time to time.

Section 11: The Association shall be responsible for all costs associated with the maintenance, operation, repair, upkeep and replacement of the Dock Project, except



for damage to the Dock Project caused by User or User's family and guests as further explained in Section 13, below. No substantial improvements shall be constructed in the Dock Space without the prior written consent of the Association.

Section 12: The Association shall be responsible for maintaining the basic structure of the Dock Project in good, working order, subject to ordinary wear and tear. The User shall be responsible for maintaining the surface of the Dock Project that is adjacent to User's Dock Space in good, clean and safe condition.

Section 13: User shall be responsible for any damage to the Dock Project or any other costs or expenses incurred by the Association caused by User or User's family or guests. Any such amounts shall be payable upon demand by the Association.

Section 14: The Association shall have no responsibility for providing security for the Dock Space or the boat moored at the Dock Space. The Association shall not be responsible for any damage to User or their family, guests or their properties resulting from vandalism, weather, acts of God, or the like.

Section 15: The Association shall pay all real and personal property taxes and assessments levied and assessed against the Association related to the Dock Project.

Section 16: Users agree not to permit any lien or encumbrance from any source or for any purpose whatsoever to remain against the Dock or the Dock Space during the term of lessee's lease.

Section 17: The two Dock Spaces within the Dock Project retained by the Association (the "Amenity Spaces") shall be available for use by all members of the Association on the terms and conditions below:

(a) Use of the Amenity Spaces shall be limited to one week per Unit per year, unless all weeks are not reserved by a date specified by the Homeowners Association, in which case a second week may be reserved. Reservations by members for specific weeks shall be made on a first-come, first-served basis with reservations being accepted starting April 1 of each year, or on such other basis as the Homeowners Association may specify from time to time.

(b) All reservations, processing, and use shall be overseen by an agent appointed by the Homeowners Association. A non-refundable processing fee may be required for each reservation for an Amenity Space submitted by a member.



(c) Use of the Amenity Spaces is strictly for members and the family and guests of members. Use of the Amenity Spaces is not transferable to a renter of any Unit at Marina Cay.

(d) The Association shall have the right to unilaterally modify the rules and procedures relating to the Amenity Spaces as required for the harmonious use and benefit of the members.

Section 18: The Association has the right to make and modify additional rules regarding the regulation and use of the Dock Project and Dock Spaces as it sees fit to protect and benefit the Marina Cay property and members of the Association.

2. Effect of Amendment. Except as amended by this Second Amendment, all of the terms and conditions of the Revised Marina Cay Bylaws, as amended, shall remain in full force and effect.

3. Miscellaneous. All terms not defined in this Second Amendment shall have the same meaning stated in the Marina Cay Condominium Declaration, as amended, and the Revised Marina Cay Bylaws, as amended.

4. Certification. We, the undersigned, hereby certify that the foregoing Second Amendment was presented to the owners by ballot, with a ballot and copy of this Second Amendment being mailed to all owners on May 19, 2008, and that owners holding over 75% of the votes in the Association voted in favor of the foregoing Second Amendment. The Second Amendment was declared duly proposed, considered and passed in due form and direction was made for the recording of such Amendment to make it fully effective.

5. Property. This Second Amendment concerns the property described on Exhibit A, attached hereto.

DATED this 19 day of September, 2008.

MARINA CAY HOMEOWNERS ASSOCIATION, INC.

By: Willa Craig, President

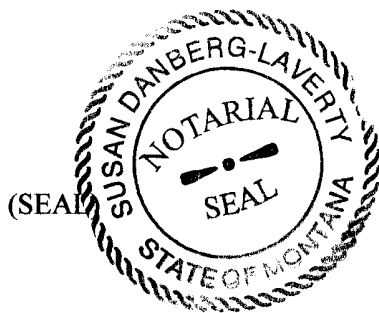
Attest:

By: Jeni W. Kemp, Secretary



STATE OF MONTANA)
 : ss
County of Flathead)

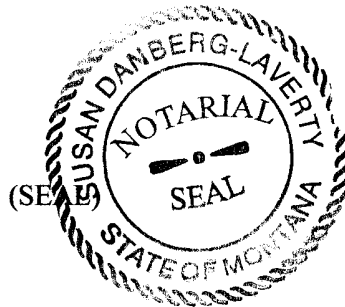
This instrument was acknowledged before me on the 19 day of September, 2008 by Willa Craig, as President, of MARINA CAY HOMEOWNERS ASSOCIATION, INC.



Susan Danberg-Lavery
Notary Public for the State of Montana
SUSAN DANBERG-LAVERY
[print or type name of Notary]
Residing at Bigfork
My Commission expires May 20, 2009

STATE OF MONTANA)
 : ss
County of Flathead)

This instrument was acknowledged before me on the 19 day of September, 2008 by Toni Kemp, as Secretary, of MARINA CAY HOMEOWNERS ASSOCIATION, INC.



Susan Danberg-Lavery
Notary Public for the State of Montana
SUSAN DANBERG-LAVERY
[print or type name of Notary]
Residing at Bigfork
My Commission expires May 20, 2009

MAILED
FEB 23 1966

Graphic Scale in Feet
Contour Interval = 1 foot
Datum = NGVD 29





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Page: 1 of 5

Fees: \$35.00

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Paula Robinson, Flathead County MT by KF

Return after recording to:

Jay T. Johnson

PO Box 7370

Kalispell, MT 59904-0370

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE MONTANA UNIT OWNERSHIP ACT**

MARINA CAY CONDOMINIUMS

This Fourth Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums ("Third Amendment") concerns the Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on June 28, 1990, under Reception No. 9017911230, as amended and supplemented by (a) Amendment to the Declaration of Condominium of Marina Cay Condominiums recorded August 7, 1990, under Reception No. 9021912180, (b) Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V Under the Montana Unit Ownership Act, recorded May 3, 2001, under Reception No. 200112315250, (c) Supplemental Exhibit and Certification to Declaration of Condominium of Marina Cay Condominiums (Document No. 90-179-11230) and to Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V (Document No. 94-320-11250), and (d) Second Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded May 22, 2007, under Reception No. 200714213000, (e) Third Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on September 29, 2008, under Reception No. 200800027108 ("Third Amendment") (all of which documents are together referred to herein as the "Marina Cay Condominium Declaration").

The Marina Cay Condominium Declaration is hereby amended as follows:

1. Conversion of Dock Spaces From General Common Element to Limited Common Elements. In accordance with the powers granted to the Homeowners Association in the Third Amendment, the Homeowners Association, acting for itself and as attorney in fact for all owners at Marina Cay, hereby converts and constitutes the following described Dock Spaces to be Limited Common Elements for the exclusive possession and use of those members of Marina Cay Homeowners Association as may be specified from time to time in certain documents conveying the right, title and interest in and to the exclusive possession and use of the following described Dock Spaces as Limited Common Elements to those certain members of Marina Cay Homeowners Association:

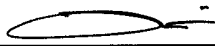


Dock Spaces 1, 3, 4, 9, 10 and 11, according to Exhibit A of the Third Amendment to Declaration of Condominium Under the Montana Unit Ownership Act Marina Cay Condominiums recorded on September 29, 2008, under Reception No. 200800027108 in the office of the Clerk and Recorder, Flathead County, Montana.

The above described Dock Spaces and the use, possession and control thereof may not be granted, bargained, sold or conveyed to any person or entity that is not a member of the Marina Cay Homeowners Association, as that term is defined in the Marina Cay Condominium Declaration. Any attempt to transfer the above Dock Space to a person or entity that is not a member of the Marina Cay Homeowners Association shall be void and all right, title and interest in and to the Dock Space shall revert to the Marina Cay Homeowners Association.

Dated this 27 day of OCTOBER, 2008.

MARINA CAY HOMEOWNERS ASSOCIATION, INC.

By: 
Willie Craig, President

Attest:

By: _____
_____, Secretary



Dock Spaces 1, 3, 4, 9, 10 and 11, according to Exhibit A of the Third Amendment to Declaration of Condominium Under the Montana Unit Ownership Act Marina Cay Condominiums recorded on September 29, 2008, under Reception No. 200800027108 in the office of the Clerk and Recorder, Flathead County, Montana.

The above described Dock Spaces and the use, possession and control thereof may not be granted, bargained, sold or conveyed to any person or entity that is not a member of the Marina Cay Homeowners Association, as that term is defined in the Marina Cay Condominium Declaration. Any attempt to transfer the above Dock Space to a person or entity that is not a member of the Marina Cay Homeowners Association shall be void and all right, title and interest in and to the Dock Space shall revert to the Marina Cay Homeowners Association.

Dated this 30 day of oct, 2008.

MARINA CAY HOMEOWNERS ASSOCIATION, INC.

By: _____,
_____, President

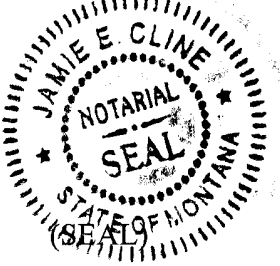
Attest:

By: Joni Kemp,
_____, Secretary



STATE OF MONTANA)
 : SS
County of ~~Flathead~~ Missoula)

This instrument was acknowledged before me on the 27 day of OCTOBER,
2008, by Willa Craig, as President, of MARINA CAY
HOMEOWNERS ASSOCIATION, INC.



Jamie E. Cline
Notary Public for the State of Montana
Jamie E Cline
[print or type name of Notary]
Residing at Missoula, Montana
My Commission expires May 31, 2012

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Luis ObispoOn October 30, 2008 before me, Gina Marie Lucich, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Joni Kemp
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature] Notary Public
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



Paula Robinson, Flathead County MT by TM

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Page: 1 of 47
Fees: \$322.00
10/8/2013 2:09 PM

When recorded, return to:
Dan Bermingham, President
3049 Atherton Lane
Butte, MT 59701

FIFTH AMENDMENT AND RESTATEMENT OF THE DECLARATION OF CONDOMINIUM FOR MARINA CAY CONDOMINIUMS

assessor #'s attached

This Fifth Amendment and Restatement of the Declaration of Condominium for Marina Cay Condominiums ("Restatement") concerns the Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on June 28, 1990, under Reception No. 9017911230, as amended and supplemented by: (a) Amendment to the Declaration of Condominium of Marina Cay Condominiums recorded August 7, 1990, under Reception No. 9021912180; (b) (c) Supplemental Exhibit and Certification to Declaration of Condominium of Marina Cay Condominiums (Document No. 90-179-11230) and to Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V (Document no. 94-320-11250); (d) Second Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded May 22, 2007, under Reception No. 200714213000; (e) Third Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on September 29, 2008, under Reception No. 200800027108 ("Third Amendment"); and (f) Fourth Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on January 6, 2009, under Reception No. 200900000246 (all of which documents are together referred to herein as the "Marina Cay Condominium Declaration").

Previous amendments mistakenly alluded to the amendment of Supplemental Declaration of Condominium of Marina Cay Condominiums Phase V Under the Montana Unit Ownership Act, recorded May 3, 2001, under Reception No. 200112315250. The document recorded under said Reception Number does not relate to Marina Cay Condominiums.



This Fifth Amendment and Restatement of the Declaration of Condominium restates and incorporates the original Declaration, all prior amendments, new amendments and all un-amended sections of the Declaration.

I. **SUBMISSION TO CONDOMINIUM OWNERSHIP.**

The purpose of this Declaration is to submit the real property herein described, as well as the improvements constructed thereon, to the condominium form of ownership and use in the manner provided by the Montana Unit Ownership Act, Chapter 23, Title 70, Montana Codes Annotated (1989). The real property submitted hereby is located in Flathead County, Montana, and is owned in fee simple and particularly described as follows, to wit:

Three tracts of land, situated, lying, and being in the West Half of the Northeast Quarter (W1/2NE1/4) of Section 36, Township 27 North, Range 20 West, P.M.,M., Flathead County, Montana, and more particularly described as follows to wit:

TRACT ONE ("LOT 1A" ON PLAT):

Commencing at the Northwest corner of the Northeast Quarter (NE1/4) of Section 36, Township 27 North, Range 20 West, P.M.,M., Flathead County, Montana, which is a found brass cap; thence South and along the West boundary of said Northeast Quarter, a distance of 607.89 feet; thence East, 231.78 feet to a found R/W monument; thence South 89°38'44" East, 68.22 feet to a found iron pipe; thence South 419.80 feet to a found iron pin; thence East, 150.11 feet to a found iron pin and the True Point of Beginning of the tract of land herein described; thence North 00°00'06" West, 308.23 feet to a found iron pin on the South R/W of Grand Drive; thence along said R/W South 45°13'33" East, 156.22 feet to a set iron pin on the Westerly R/W of a 40-foot private road and utility easement; thence along said R/W South 00°06'36" West, 195.14 feet to a set iron pin which is the P.C. of a 30.00 foot radius curve, concave Northwesterly, having a central



angle of 83°03'24"; thence along an arc length of 43.49 feet to a set iron pin and the P.T. of said curve; thence South 83°10'00" West, 84.74 feet to a set iron pin; thence North 00°06'08" East, 36.76 feet to the point of beginning and containing 0.717 acres;

SUBJECT TO AND TOGETHER WITH a 40-foot private road and utility easement as shown on the plat;

SUBJECT TO AND TOGETHER WITH all appurtenant easements of record.

TRACT TWO ("LOT 1B" ON PLAT):

Commencing at the Northwest corner of the Northeast Quarter (NE1/4) of Section 36, Township 27 North, Range 20 West, P.M., M., Flathead County, Montana, which is a found brass cap; thence South and along the West boundary of said Northeast Quarter, a distance of 607.89 feet; thence East, 231.78 feet to a found R/W monument; thence South 89°38'44" East, 68.22 feet to a found iron pipe; thence South, 419.80 feet to a found iron pin; thence East, 150.11 feet to a found iron pin; thence South 00°06'08" West, 77.05 feet to a found iron pin; thence North 83°10'00" East, 58.98 feet to a set iron pin and the True Point of Beginning of the tract of land herein described; thence continuing North 83°10'00" East, 30.64 feet to a set iron pin which is the P.C. of a 70.00 foot radius curve, concave Northwesterly, having a central angle of 83°03'24"; thence along an arc length of 101.47 feet to a set iron pin; thence South 00°06'36" West, 319.46 feet; thence South 32°58'11" East, 58.34 feet to a found fence post; thence South 38°33'28" East, 187.69 feet to a set iron pin; thence South 88°00'21" East, 10.00 feet to a set iron pin; thence South 01°56'24" West, 26.00 feet to a set iron pin; thence South 18°30'09" West, 26.85 feet to a set iron pin; thence South 32°29'24" West, 76.23 feet to a set iron pin; thence South 46°16'04" West, 41.97 feet to a set iron pin; thence South 44°34'46" East, 30.00 feet to a point on the approximate low water mark of the Swan River; thence along said low water mark South 66°28'34" West, 79.31 feet; thence continuing along said low water mark South 33°20'20" West, 97.05 feet; thence leaving said low water mark



North 87°51'06" West, 102.07 feet to a set iron pin; thence
North 33°42'33" West, 35.76 feet to a found iron pin; thence
North 02°30'38" West, 196.16 feet to a set iron pin; thence
South 87°51'06" East, 160.34 feet to a set iron pin; thence
North 02°28'06" East, 71.22 feet to a set iron pin; thence
North 87°52'29" West, 6.25 feet to a set iron pin; thence
North 00°06'36" West, 71.05 feet to a set iron pin; thence
North 58°27'40" West, 160.25 feet to a set iron pin; thence
North 32°00'00" West, 55.34 feet to a set iron pin; thence
North 55°30'22" East, 8.23 feet to a set iron pin; thence
North 00°06'08" East, 66.72 feet to a set iron pin; thence
North 31°41'38" East, 123.61 feet to a found iron pin; thence
North 03°19'38" East, 48.17 feet to the point of beginning and containing
2.618 acres

SUBJECT TO AND TOGETHER WITH a 40-foot private road and utility easement as shown on the plat.

SUBJECT TO AND TOGETHER WITH all appurtenant easements of record.

TRACT THREE ("Tract 2" on Corrected COS No. 9582):

A tract of land, situated, lying, and being in the Northeast Quarter of Section 36, Township 27 North, Range 20 West, P.M., M., Flathead County, Montana, and more particularly described as follows to wit:

Tract 2, as shown and described on Corrected Certificate of Survey No. 9582 (Records of Flathead County, Montana), and containing 0.417 acres;

SUBJECT TO AND TOGETHER WITH a 20 foot water line easement and a 20 foot sewer line easement;

TOGETHER WITH a cross easement for parking;

SUBJECT TO AND TOGETHER WITH all appurtenant easements of record.

The above described tracts of land shall hereafter be known as: Marina Cay Condominiums .



II. NAME AND DESCRIPTION OF CONDOMINIUM.

1. Description of Buildings. The property shall be known and designated as "MARINA CAY." The property consists of five presently-existing buildings. "Building No. 1" (Phase I), also described as the "Bay Building," is a three-story, twenty unit (numbered 1 through 20) building located as shown on the Plat of Marina Cay Condominiums, filed at the Office of the Clerk and Recorder of Flathead County, Montana. "Building No. 2" (Phase II), also described as the "Hill East Building," is a three-story, twelve-unit (numbered 21 through 32) building located as shown thereon. "Building No. 3" (Phase III), also described as the "Courtyard Building," is a two-story, twenty-five unit (numbered 131 through 142 and 231 through 243) building located as shown thereon. "Building No. 4" (Phase IV), also described as the "Waterfront Building," is a three-story, twenty-seven unit (numbered 151 through 159, 251 through 259 and 351 through 359) building located as shown thereon. "Building No. 5" (Phase V), also described as the "Hill West Building," is a three-story, nine-unit (numbered 33 through 41) building located as shown on the plat thereof.

Each unit will be sold in undivided, common condominium ownership interests.

Attached hereto as Exhibits A-1 through A-15 are floor plans of units identified thereon. Attached hereto as Exhibit B is a location plat setting forth the locations and dimensions of the buildings and the unit designations.

2. Definition of "Unit." Each Unit shall consist of an individual air space as designated on the Exhibits attached hereto bounded by the interior face of the unfinished perimeter walls, the unfinished perimeter ceilings, and unfinished perimeter floors of the



Unit, and the doors and windows thereof. For the purpose of defining a Unit, the terms set forth above shall be defined as follows:

- a. "unfinished perimeter wall" means the interior surfaces of the studs, supports and other wooden, metal or similar structural materials which constitute the interior face of a wall of a Unit.
- b. "unfinished perimeter ceiling" means the beams, joists and wooden or other structural materials that constitute the interior face of the ceiling of a Unit.
- c. "unfinished perimeter floor" means the beams, floor joists and floor deck material that constitute the interior face of the floor of a Unit.

A Unit shall include any drywall, sheetrock, wall paneling, wood, tile, paint, paper, carpeting or any other wall, ceiling or floor covering, windows, window glass and window frames, shutters, awnings, doorsteps, stoops and doors, door glass and door frames. A Unit shall further include fixtures and hardware and all improvements contained within the unfinished perimeter walls, ceilings and floors, and the fireplace, flue and chimney (up to the point where the flue or chimney passes through the unfinished perimeter ceiling). A Unit shall include any utility equipment that serves solely that Unit, including but not limited to heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical or other utility services to the Unit and located within the unfinished walls, ceilings and floors provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within the Unit but serving more than one Unit.



III. **COMMON ELEMENTS.**

(1) "Limited Common Elements" means and refers to those parts of the Common Elements which are either limited to and reserved for the exclusive use of the owner or owners of a particular condominium unit or are limited to and reserved for the common use of the owners of more than one, but fewer than all, of the condominium units. Without limiting the foregoing, the Limited Common Elements shall include the balcony or patio and the fireplace adjacent to an individual unit, decorating materials attached to the interior surfaces of the above boundaries, (including carpeting) as well as the interior walls, doors decorating materials, fixtures, cabinetry and other items attached thereto, skylights, and the utility and heating contained within such individual unit to the exclusion of the use thereof by the other owners, except by invitation. No reference thereto need be made in any instrument of conveyance, encumbrance or other instrument.

(2) "General common elements" are any and all other portions or items of the property or projects including, but not limited to those items set forth in Section 70-23-102(8), M.C.A., as well as:

- a. The land on which the building is located, except any portion thereof included in a unit or made a limited common element by the Declaration, and all easements, rights and appurtenances belonging thereto.
- b. The condominium buildings, except for the individual units, including but not limited to the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of the building;



- c. The yards, garden, working areas and outside storage spaces, private pathways, sidewalks and private roads;
- d. Mechanical installations consisting of the equipment and materials necessary for all central services such as power, gas, light, hot and cold water, heating, refrigeration, air-conditioning, waste disposal and incinerating;
- e. The elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;
- f. Storage areas for janitorial, caretaking and maintenance supplies and equipment; ; and
- g. All other elements of the buildings necessary or convenient to their existence, maintenance and safety or normally in common use;
- h. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, ducts, wires, cables, conduits, public utility lines, and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the other units to use the pipes, ducts, wires, cables, conduits, public utility lines and other common elements serving such other unit and located in such unit.

(3) The owner of each unit shall have an undivided interest in the general common elements based upon the square footage of each unit, as set forth on Exhibit C hereto, subject to the interests of owners of other property in Marina Cay as presently



constructed or to be constructed in the future. All future unit owners hereby grant necessary possession and control of all common elements to such Manager as may be appointed by the Board of Directors of Marina Cay Homeowners Association, Inc., (hereafter "Homeowners Association"), solely for the purposes of maintaining, repairing, improving and administering them, and otherwise carrying out the duties and obligations as set forth in such Management Agreement as may be entered into between the Homeowners Association and the Manager, Montana law, and such other regulations as may be imposed by law. The limited common elements are reserved for the sole use of the unit to which they are appurtenant. If and when common elements are added or annexed, this Declaration shall be duly amended to describe and reflect the general and limited common elements as then existing. The percentage ownership of the common elements by unit owners shall be always based upon the proportion that the square footage of the individual unit owned bears to the total square footage within Marina Cay.

(4) The "Dock Project" shown on Exhibit D, attached and incorporated herein, contains twelve (12) boat moorings (the "Dock Spaces"). Eight (8) of the Dock Spaces shown on Exhibit D are currently General Common Elements. Four (4) of the Dock Spaces are currently Limited Common Elements. The Homeowners Association is hereby authorized to lease and/or convert and designate six (6) additional (for a total of ten (10)) Dock Spaces to Limited Common Elements. The Homeowners Association shall retain two (2) Dock Spaces as general common elements for the use of all members of the Homeowners Association under rules and regulations prescribed by the Homeowners Association.

- i. Sales or leases of the Dock Spaces shall be made solely to members of the Homeowners Association. It shall be in the sole discretion of the Homeowners Association to determine how many of the Dock Spaces, if any, shall be sold and how many of the Dock Spaces, if any, shall be leased. In the event the Homeowners Association elects to sell some or all of the ten (10) Dock Spaces, the Homeowners Association shall have the power to designate the Dock Spaces being sold as Limited Common Elements to be associated with the Unit owned by the member purchasing the Dock Space. In the event the Homeowners Association elects to lease some or all of the Dock Spaces, it shall be in the Homeowners Association's sole discretion to determine the terms and conditions of the leases and any renewals, amendments or future leases from time to time. All proceeds from sales or leases of the Dock Spaces shall be paid to the Homeowners Association and deposited in the Homeowners Association's reserve account or such other Homeowners Association account as the Homeowners Association may designate.
- ii. The two Dock Spaces not subject to sale or lease and any other Dock Spaces which for any other reason are not sold or leased to specific members shall be designated as general common elements as defined in Article III of this Fifth Amendment and Restatement

of Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums . The Homeowners Association shall have the power to schedule usage periods for Owners and make reasonable rules and regulations regarding the use of any Dock Spaces designated as general common elements to ensure the harmonious and beneficial use of these Dock Spaces by the members of the Homeowners Association who may desire to use these Dock Spaces.

- iii. The purchaser of any Dock Space sold by the Homeowners Association will receive a document designating the Dock Space as a Limited Common Element of the Unit owned by the purchasing member. The purchasing member shall have the right to sell or transfer the Dock Space to another member of the Homeowners Association. The proceeds of any such sale or transfer shall be the exclusive property of the selling member. All transfers of Dock Spaces will be evidenced by an Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums signed by the selling member, the purchasing member, and the Homeowners Association, which will remove the Dock Space being sold as a Limited Common Element of the Unit owned by the selling member and designate the Dock Space as a Limited Common Element of the Unit owned

by the purchasing member. Such a transfer shall not require the consent of any other Unit owner. Exhibit E attached hereto describes the four Dock Spaces that are now Limited Common Elements and the Units to which they are appurtenant.

- iv. The designation of any Dock Space as a Limited Common Element of a particular Unit shall have no effect on that Unit's percentage of ownership of general common elements within Marina Cay.
- v. The Homeowners Association shall have the right to adopt rules and regulations and to prescribe conditions and terms of use regarding any Dock Space within the Dock Project as the Homeowners Association sees fit for the benefit and protection of the members of the Homeowners Association.
- vi. All members of Marina Cay Homeowners Association, Inc. hereby appoint the Homeowners Association as their rightful agent and attorney-in-fact for all purposes relating to the Dock Spaces to carry into effect the Dock Project and the types of transactions and operations provided above for the ongoing ownership, lease, use and transfer of Dock Spaces from time to time in the future, including, but not limited to the initial sale or lease of up to ten (10) Dock Spaces, designating such Dock Spaces as Limited Common Elements associated with the Unit of any member who purchases any of the Dock Spaces, subsequently re-designating

any of the Dock Spaces as Limited Common Elements of a different Unit on the resale of a Dock Space to another member of the Homeowners Association, adopting rules and regulations and prescribing conditions and terms of use regarding any Dock Space within the Dock Project, acting in connection with any lease of any Dock Space, including any amendments, renewals or termination of any lease, and signing any and all documents to effectuate such transactions and operations and all other transactions or involving the Dock Project in any manner on behalf of the members.

(5) Conversion of Dock Spaces From General Common Element to Limited Common Elements. In accordance with the powers granted to the Homeowners Association in the Third Amendment, the Homeowners Association, acting for itself and as attorney in fact for all owners at Marina Cay, hereby converts and constitutes the following described Dock Spaces to be Limited Common Elements for the exclusive possession and use of those members of Marina Cay Homeowners Association as may be specified from time to time in certain documents conveying the right, title and interest in and to the exclusive possession and use of the following described Dock Spaces as Limited Common Elements to those certain members of Marina Cay Homeowners Association:

Dock Spaces 1, 7, 9 and 11, according to Exhibits D and E hereto.

The above described Dock Spaces and the use, possession and control thereof may not be granted, bargained, sold or conveyed to any person or entity that is not a

member of the Marina Cay Homeowners Association, as that term is defined in the Marina Cay Condominium Declaration. Any attempt to transfer the above Dock Space to a person or entity that is not a member of the Marina Cay Homeowners Association shall be void and all right, title and interest in and to the Dock Space shall revert to the Marina Cay Homeowners Association.

IV. **USE.**

- a. A unit owner shall occupy and use his or her unit as a single family private residence, and only for his or her family, guests, lessees, renters, tenants, invitees or exchangees.
- b. No unit may be sold or otherwise transferred without first complying with the provisions contained in the Bylaws of the Homeowners Association.
- c. No more than two (2) units within Marina Cay, as it now exists, may be owned or operated in any sort of time-share, or other similar fractional use as defined in MCA § 37-53-201. All such units are subject to fees payable to the Homeowners Association as regular and common assessments against such units, and may be collected and enforced as with all other assessments.

V. **PROCESS.**

Service of process in the cases provided in Section 70-23-901, M.C.A. (1989), shall be made upon the Association's registered agent at the Association's registered office as reflected in the records of the Secretary of State of Montana or as provided by law.

VI. **UNITS SUBJECT TO DECLARATION.**

All present and future owners of units or common interests therein shall be subject to, and shall comply with the provisions of this Fifth Amendment and Restatement of Declaration and the Bylaws of the Homeowners Association, both as amended from time to time, together with any other recorded restrictive covenants or conditions for the property subject to this Declaration, and to any rules and regulations adopted or amended from time to time.

VII. **EASEMENTS.**

In addition to all easements and rights-of-way of record at or before the recording of this Fifth Amendment and Restatement of Declaration, Marina Cay and all portions thereof, shall be subject to valid, legally enforceable easements as shown on any recorded plat or other recorded document affecting the property, or any portion thereof that have been recorded prior to the recordation of this Fifth Amendment and Restatement of Declaration .

The condominium project, and all portions thereof, shall be subject to an easement for encroachments created by construction and overhangs as designed or constructed by the Declarant and for the settling, shifting and movement of any portion of the buildings. A valid easement for said encroachments and for the maintenance thereof shall exist. In the event that a condominium building or unit is partially or totally destroyed, and then rebuilt, the owners of the particular units so rebuilt hereby agree that minor encroachments of the rebuilt units upon the Common elements shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

Such encroachments shall not be considered to be encumbrances upon any part of the condominium project. Encroachments referred to herein include, but are not limited to, condominium buildings or units constructed on the property, by error in the condominium plat, by settling, rising, movement or shifting of the earth or any portion of the project or by changes in position caused by repair or reconstruction of any part of the project.

There is hereby created a general easement upon, across, over, in and under all of the property for ingress, egress, installation, replacing repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electrical and master television antenna systems. By virtue of this easement, it shall be expressly permissible for the companies providing electrical and telephone services to erect and maintain the necessary poles and other necessary telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the condominium buildings.

Notwithstanding anything to the contrary contained in this paragraph, no water, sewer, gas, telephone, electrical or antenna lines, system or facilities may be installed or relocated on the property, except as initially approved by Declarant during the development of the project, or thereafter as approved by the Homeowners Association. Should any utility company furnishing a service covered by the general easement herein created request a specific easement by separate recordable documents in the future, the Homeowners Association shall have, and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the property without

conflicting with the terms hereof. The easement provided for in this paragraph shall in no way affect, avoid, extinguish or modify any other recorded easement on the property.

In addition to the easement created hereunder, the utility company furnishing the electrical service to the property shall have and is hereby granted a two-foot wide easement along and centered on the underground electrical power service conductors to the designated point of service on the condominium buildings. The foregoing easement for the underground electrical service may be crossed by streets, driveways and walkways. Such easement for the underground electrical service shall be kept clear of all other improvements, including buildings, patios and other pavings, other than crossing walkways, streets or driveways.

A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or persons to enter upon all streets and upon the Common Elements in the proper performance of their duties.

An easement is hereby granted to the Homeowners Association, its officers, agents, employees and assigns to enter upon, across, over, in and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration and the Bylaws of the Homeowners Association.

An easement is hereby granted to the Homeowners Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in and under any portion of the property for the purpose of changing, correcting or otherwise modifying

the grade or drainage channels of the property so as to improve the drainage of water on the property.

Some of the Common elements are or may be located within individual units or may be conveniently accessible only through such individual units. The owners of all other units shall have the irrevocable right, to be exercised by the Homeowners Association as their agent, to have access to each individual unit and to all Common elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal or replacement of any of the Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any individual unit. The Homeowners Association shall also have such right independent of any agency relationship. Damage to the interior of any part of an individual unit resulting from the maintenance, repair, emergency repair, removal or replacement of any of the Common elements or as a result of emergency repairs within another individual unit at the instance of the Homeowners Association or of the owners shall be an expense of all of the owners. Non-emergency repairs shall be made only during regular business hours on business days after 24-hours notice to the occupants of the individual unit wherein such repairs are to be made, except where the occupants have no objections to earlier entry for repairs. In emergency situations, the occupants of the affected individual unit shall be warned of impending entry as early as is reasonably possible.

All conveyances of condominium units hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this

paragraph, even though no specific reference to such easements or to this paragraph appears in the instrument for such conveyance.

Every owner, his family members, his guests and lessees shall have a right and easement of enjoyment in and to the General Common Elements and to those Limited Common Elements appurtenant to his individual unit, plus a right and easement of ingress and egress over, across and upon the General Common Elements for the purpose of getting to and from his individual unit, the parking areas, the recreational facilities and the public way for both pedestrian and vehicular travel, which rights and easements shall be appurtenant to and pass with the transfer of title to the owner's individual unit; provided, however, that such rights and easements shall be subject to the following:

- a. The covenants, conditions, restrictions, easements, reservations, rights-of-way and other provisions contained in this Fifth Amendment and Restatement of Declaration, the Condominium plat, the Articles of Incorporation and Bylaws of the Marina Cay Homeowners Association, Inc., all as originally recorded and later amended and restated.
- b. The right of the Homeowners Association to suspend the voting rights and any and all rights of any owner to the use of any recreational facilities for any period during which any Homeowners Association assessment against such owner or against such owner's individual unit remains unpaid for thirty (30) days beyond its due date. As used herein, "recreational facilities" includes any spa, exercise room, Common Element Dock

Spaces, pool, and any other facility determined by the Board to be for recreation, whether currently existing or constructed later.

- c. The right of the Homeowners Association to suspend the use of any recreational facilities for any period not to exceed sixty (60) days as a result of the owner's infraction or the infraction by any member of the owner's family or by the owner's guests or invitees of any rule or regulation of the Homeowners Association or its designated manager.
- d. The right of the Homeowners Association to limit the number of guests or invitees of each owner which may use the recreational or other facilities contained in the Common Elements.
- e. The right of the Homeowners Association to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under and across the property.
- f. The right of the Homeowners Association to adopt, from time to time, any and all rules and regulations concerning the Common elements and the facilities located thereon as the Homeowners Association may determine is necessary or prudent.

VIII. **MISCELLANEOUS.**

- a. The covenants and restrictions of this Fifth Amendment and Restatement of Declaration shall run with and bind the land, for a term of twenty years from the date this Fifth Amendment and Restatement of Declaration is

recorded, after which time they shall be automatically extended for successive periods of ten years.

- b. This Fifth Amendment and Restatement of Declaration may be amended by a ballot vote of the Owners at an annual meeting or at a special meeting called expressly for the purpose of voting on amendments. The notice of the meeting shall set forth the full language of the proposed amendment and shall be mailed or delivered to Owners at least sixty (60) days prior to the meeting. Ballots may be cast in person, by proxy, or by mail. In order for any amendment to be effective, the votes representing at least seventy-five percent (75%) of the shares must be cast in favor of the amendment.
- c. The amendment(s) shall be effected when a Certificate of Amendment is recorded with the Clerk and Recorder of Flathead County, Montana. The Certificate of Amendment shall be duly signed and sworn to by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures and oaths or affirmations acknowledged before a notary public. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that, in a vote duly held at a meeting after sixty (60) days advance written notice, pursuant to the provisions of the Association's Articles of Incorporation and Bylaws, the Members casting the votes of seventy-five percent (75%) or more of the shares affirmatively voted for the adoption

of the amendment. Neither the ballots nor any other instrument executed by the owners need to be recorded.

d. Amendments to this Declaration, its Covenants and Exhibits, and Agreements shall be filed of record with the Flathead County Clerk and Recorder, Kalispell, Montana. The execution of the purchase contract for an interest in a unit and/or the acceptance of a deed thereto shall constitute an acceptance of an agreement to the provisions of all of the aforesaid documents, instruments and exhibits by such owner any by any person occupying the unit through said owner.

e. The provisions of such recorded documents shall be covenants running with the land and shall bind any person and his or her successors, having any interest in such unit as though the provisions were recited and fully stipulated in each deed or conveyance thereof. Such provisions shall not be deemed abrogated or waived by reason of any failure to enforce the same, no matter the number of breaches or violations which may occur. The invalidity of any portion of this Fifth Amendment and Restatement of Declaration or the Exhibits hereto shall not affect the validity or enforceability of any other portion.

END

When recorded, return to:
Dan Bermingham, President
3049 Atherton Lane
Butte, MT 59701

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CERTIFICATE OF AMENDMENT

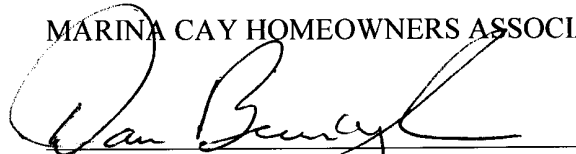
I, Dan Bermingham, sign and swear to the truth of this Certificate of Amendment as President of MARINA CAY HOMEOWNERS ASSOCIATION, INC.

I hereby certify that the attached, following Fifth Amendment and Restatement of the Declaration of Condominium for Marina Cay Condominiums sets forth in full the amendment and restatement adopted in a vote duly held at a meeting beginning on June 1, 2013, after sixty (60) days advance written notice, pursuant to the provisions of said Association's Articles of Incorporation and Bylaws, and Members casting the votes of seventy-five percent (75%) or more of the shares affirmatively voted for the adoption of the attached, following Fifth Amendment and Restatement of the Declaration of Condominium for Marina Cay Condominiums.

I, Joni W. Kemp, as Secretary of said Association sign and attest to the truth of the above statements.

DATED this 23 day of September, 2013.

MARINA CAY HOMEOWNERS ASSOCIATION, INC.


Dan Bermingham, President

ATTEST:

Geri W. Kemp, Secretary

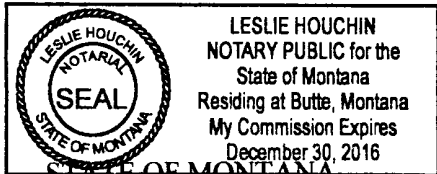
STATE OF MONTANA

SS:

County of Silver Bow

On this 23 day of Sept, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Dan Bermingham, known to me to be the President of MARINA CAY HOMEOWNERS ASSOCIATION, INC., and he signed and swore to the truth of the above Certificate of Amendment, and acknowledged to me his signature as agent of said corporation.

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



STATE OF MONTANA

SS:

County of _____

Leslie Houchin

Print name:

Notary Public for the State of Montana

Residing at Butte, Mont., Montana

My commission expires 12-30-2016

On this 24 day of Sept, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the Secretary of MARINA CAY HOMEOWNERS ASSOCIATION, INC., and he/she signed and swore to the truth of the above Certificate of Amendment, and acknowledged to me his/her signature as agent of said corporation.

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

See Attached

Print name:

Notary Public for the State of Montana

Residing at _____, Montana

My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Luis Obispo

On September 24, 2013 before me, Melissa Marie Avina, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Joni W- Kemp
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Melissa Marie Avina
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

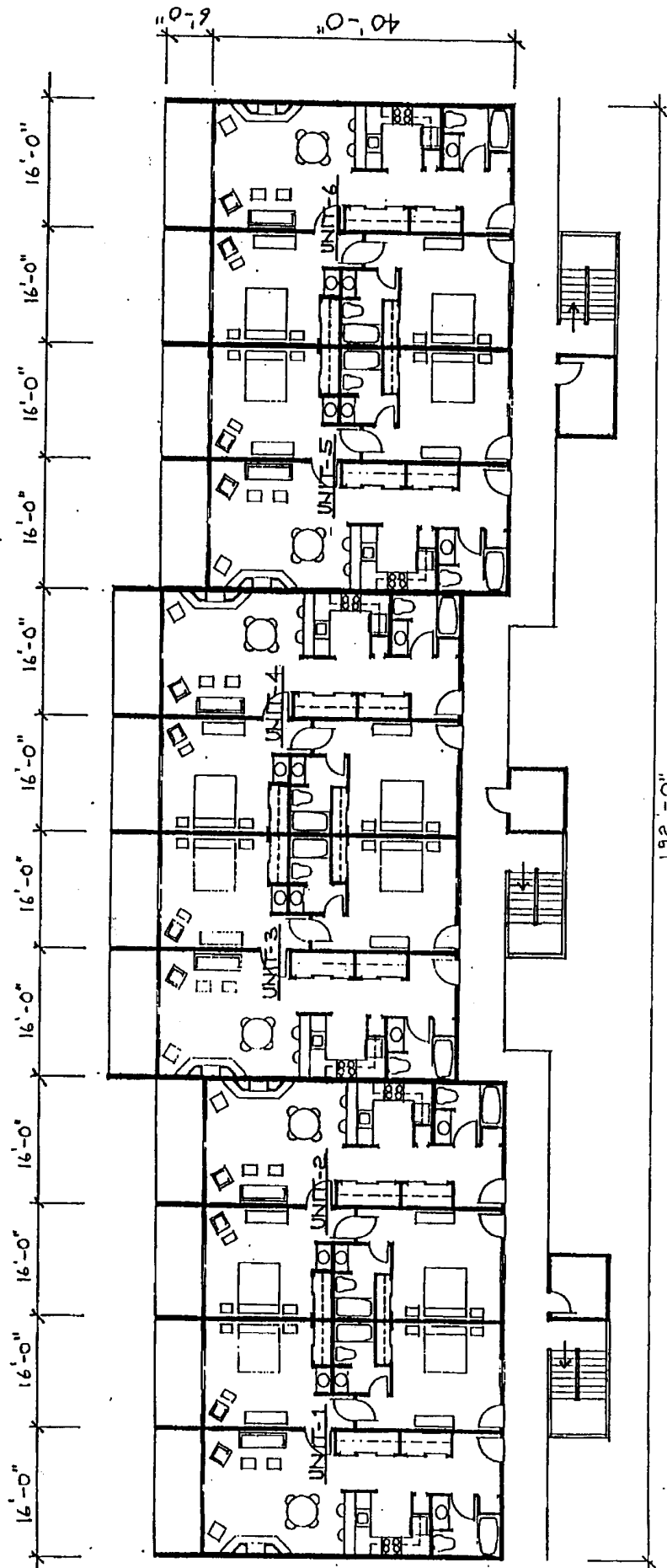
☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

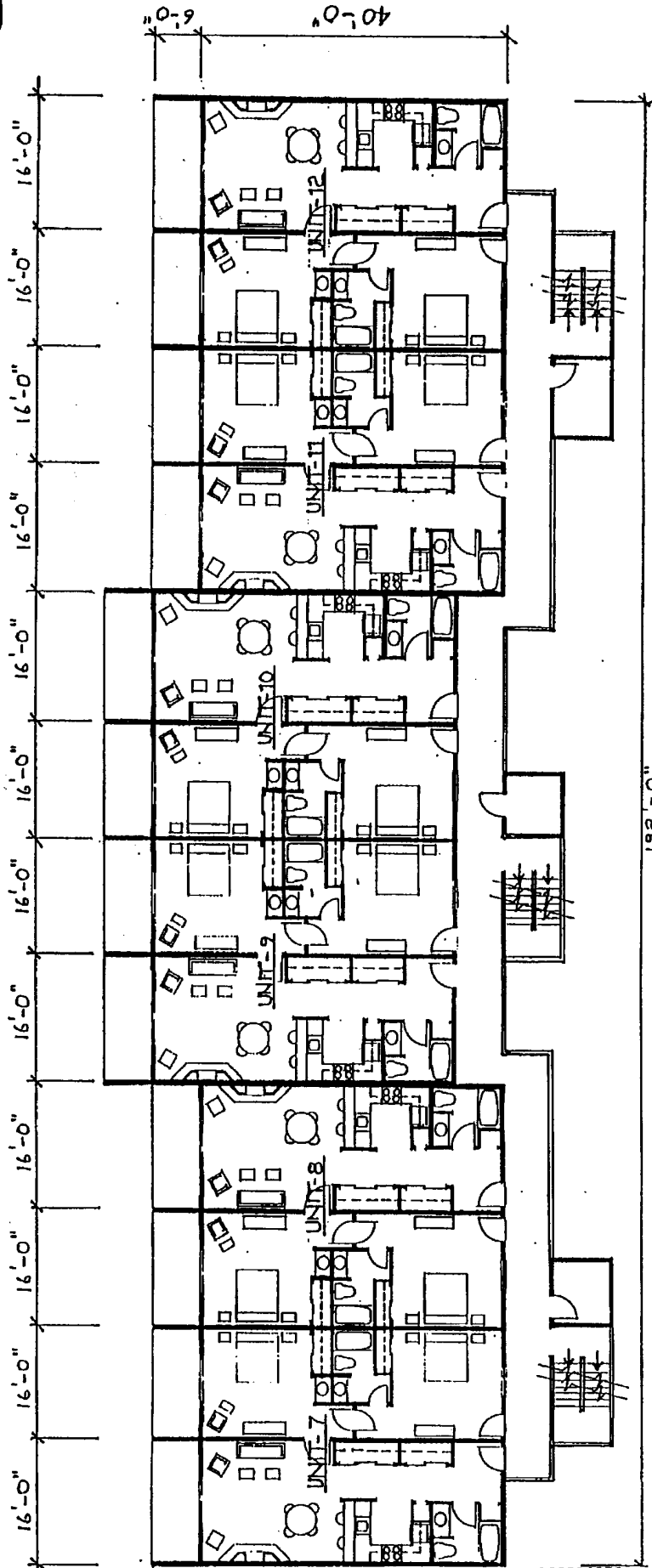
☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

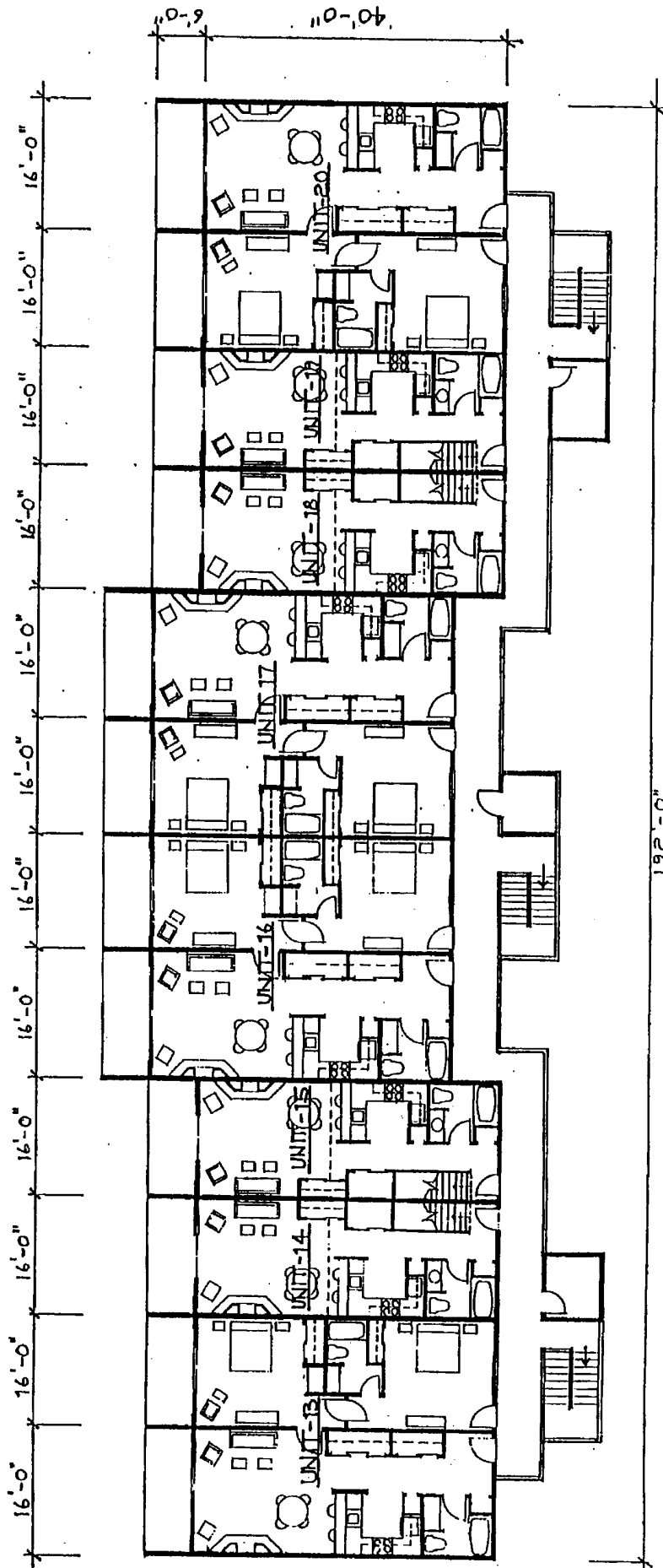
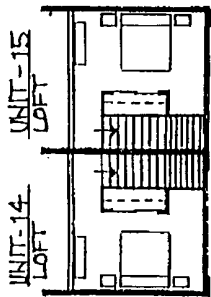
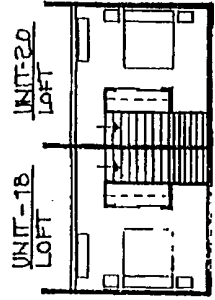
Signer Is Representing: _____ Signer Is Representing: _____



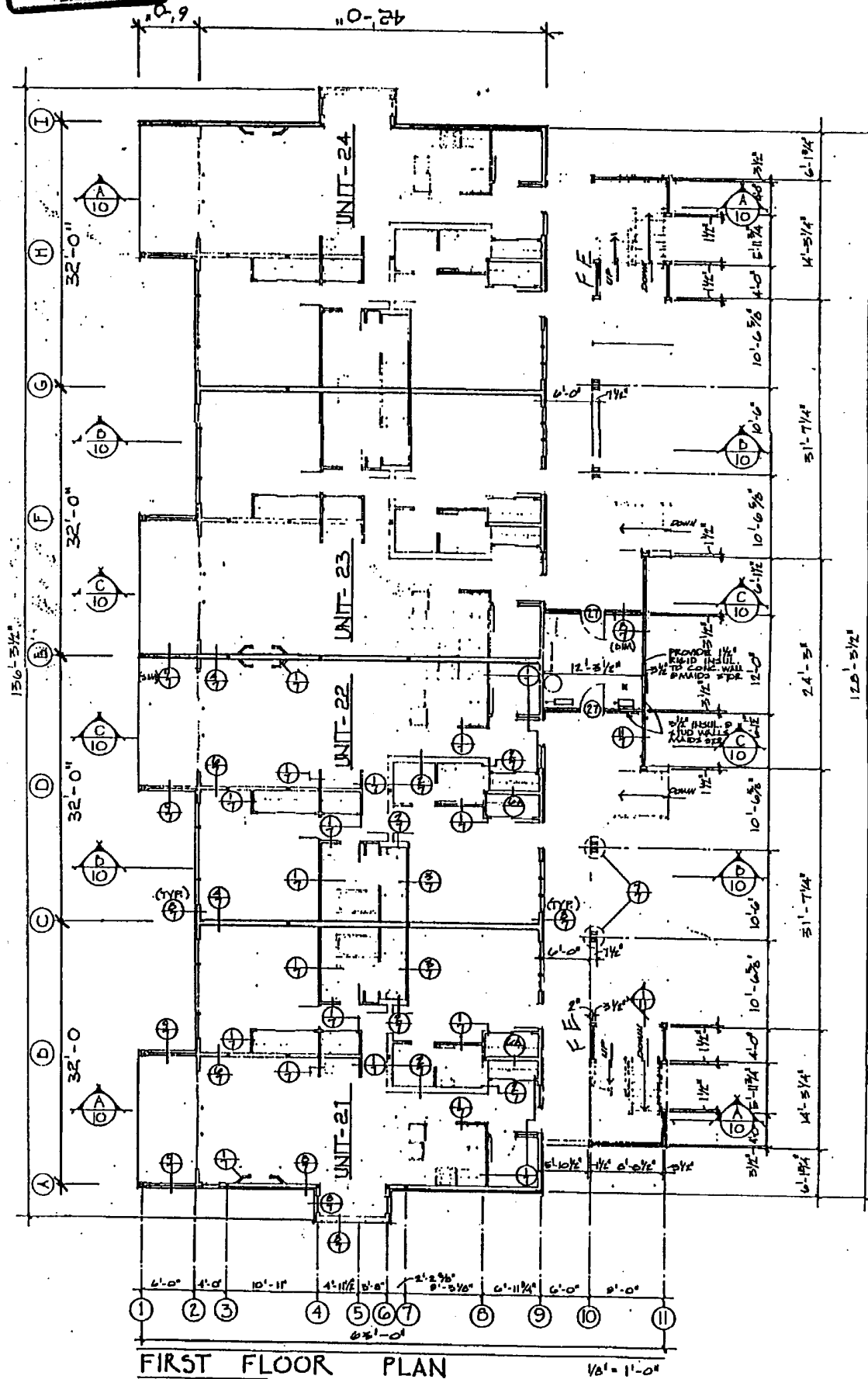
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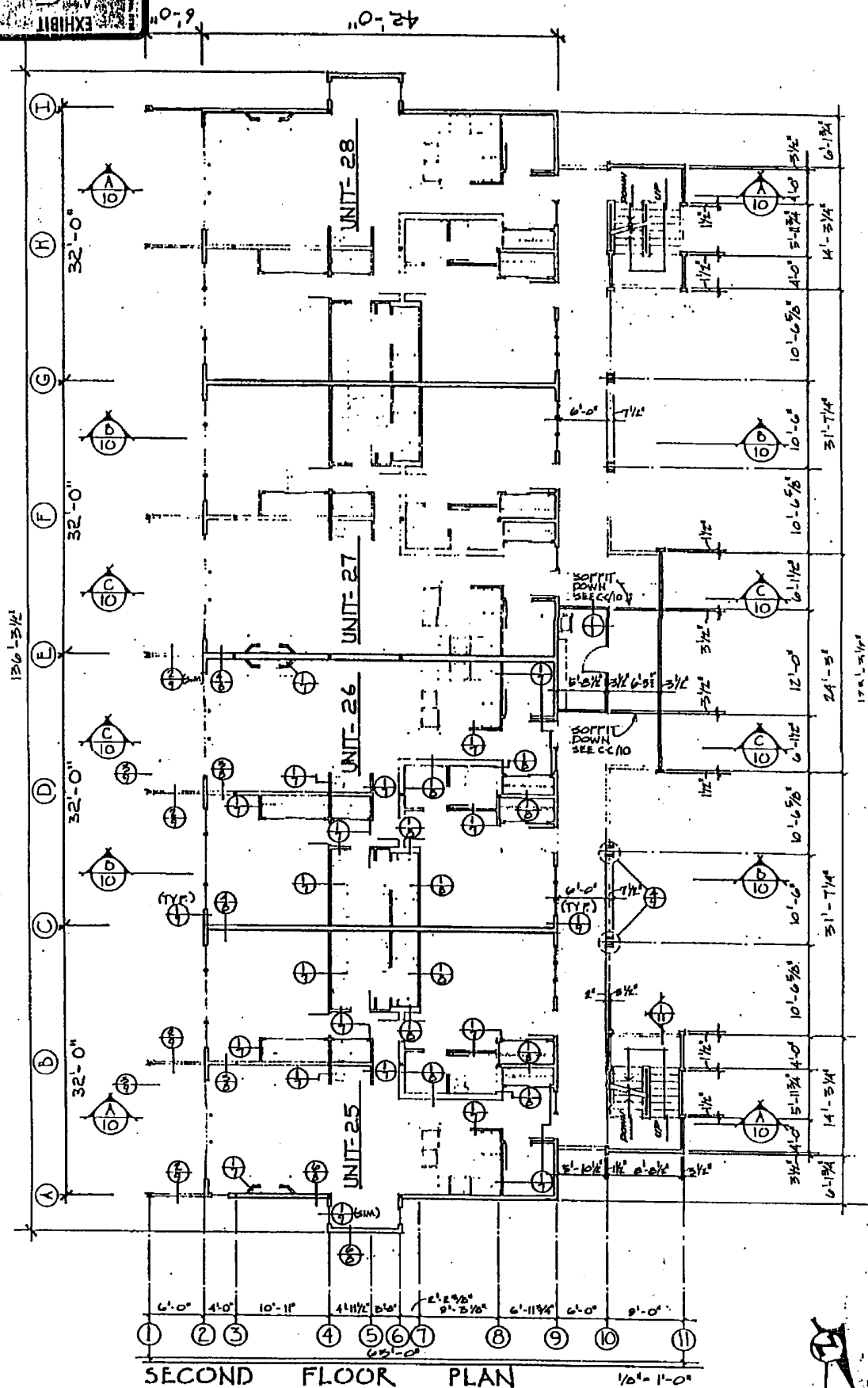
PHASE - 1 SECOND FLOOR LEVEL



PHASE -1 THIRD FLOOR LEVEL

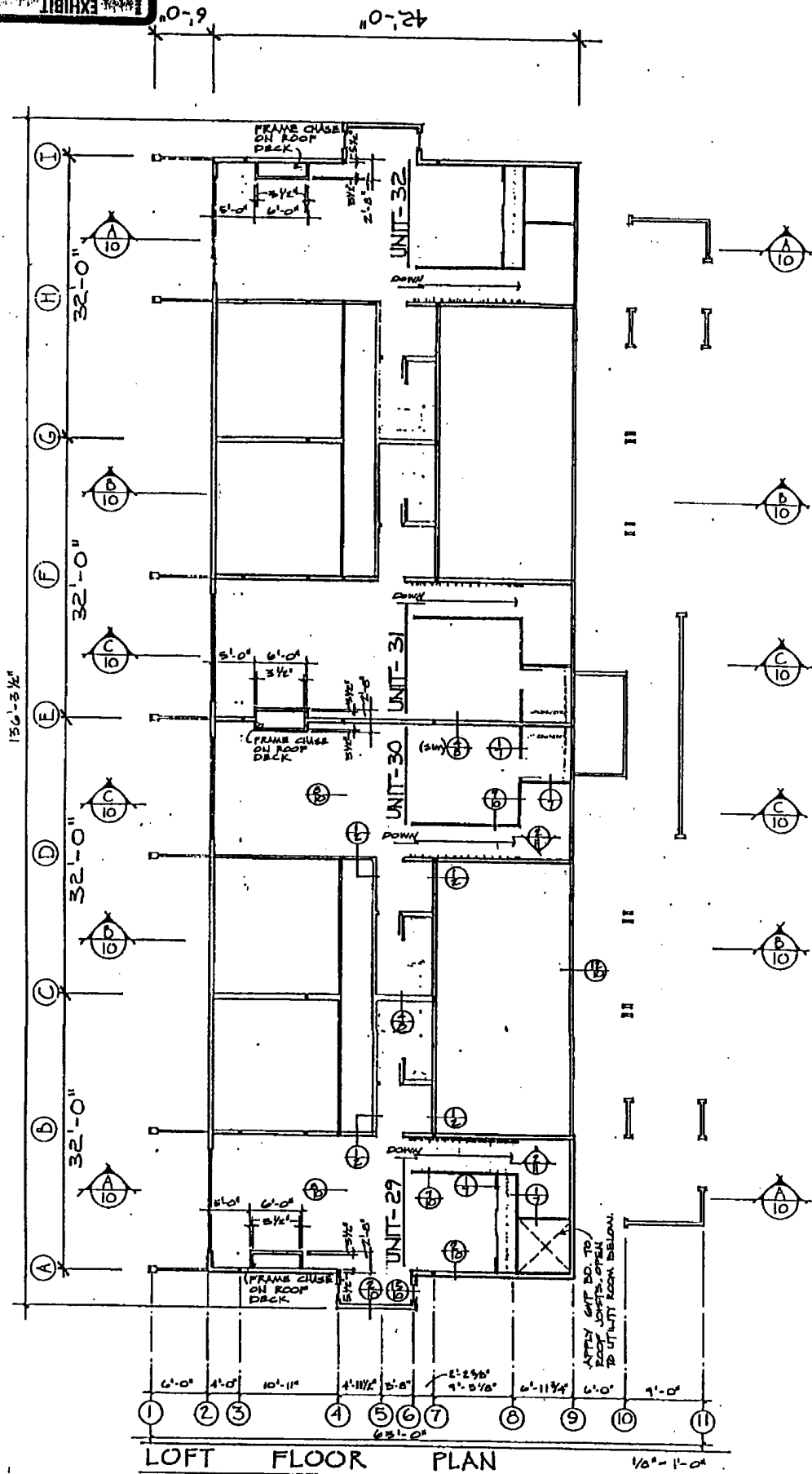


PHASE - 2 FIRST FLOOR PLAN

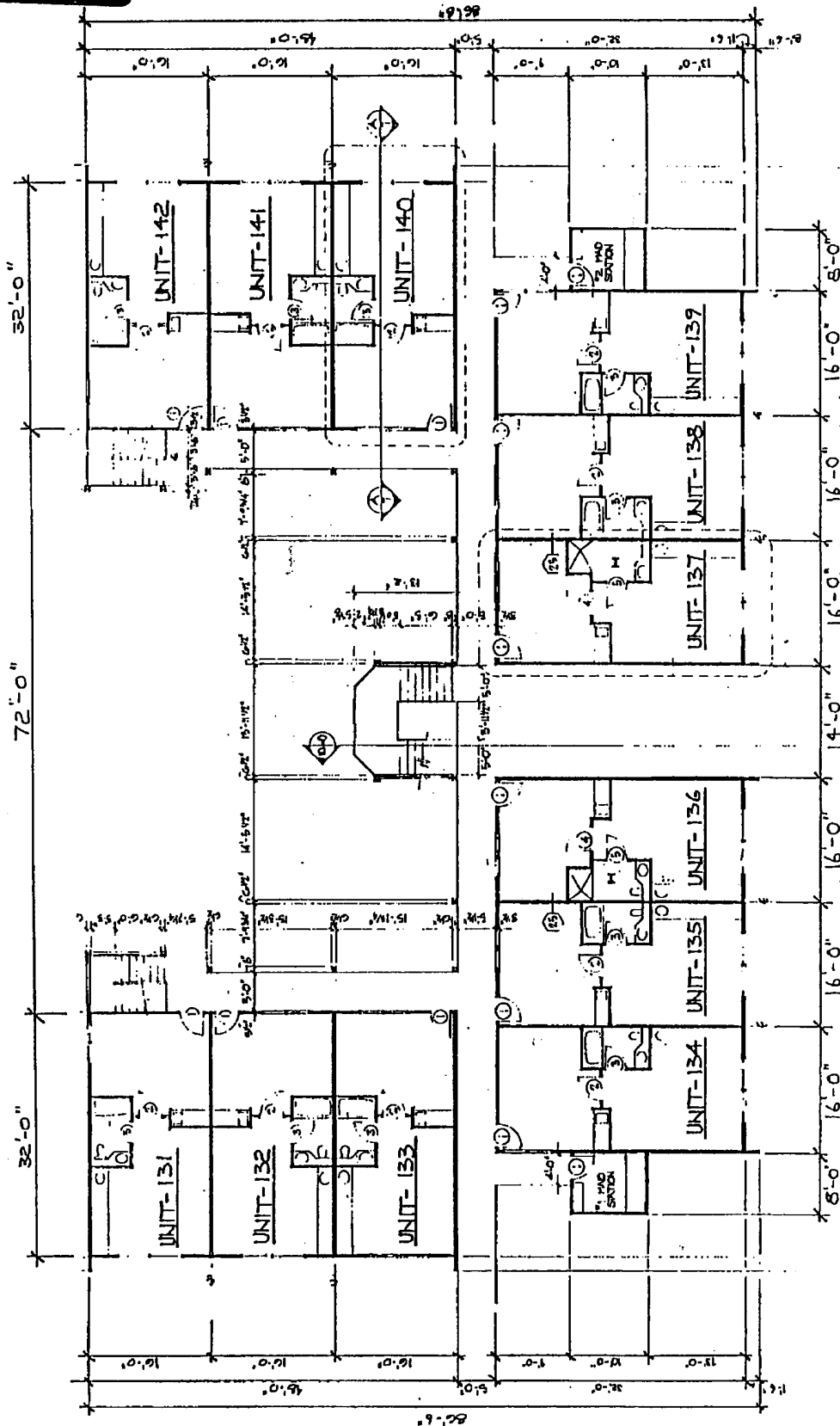


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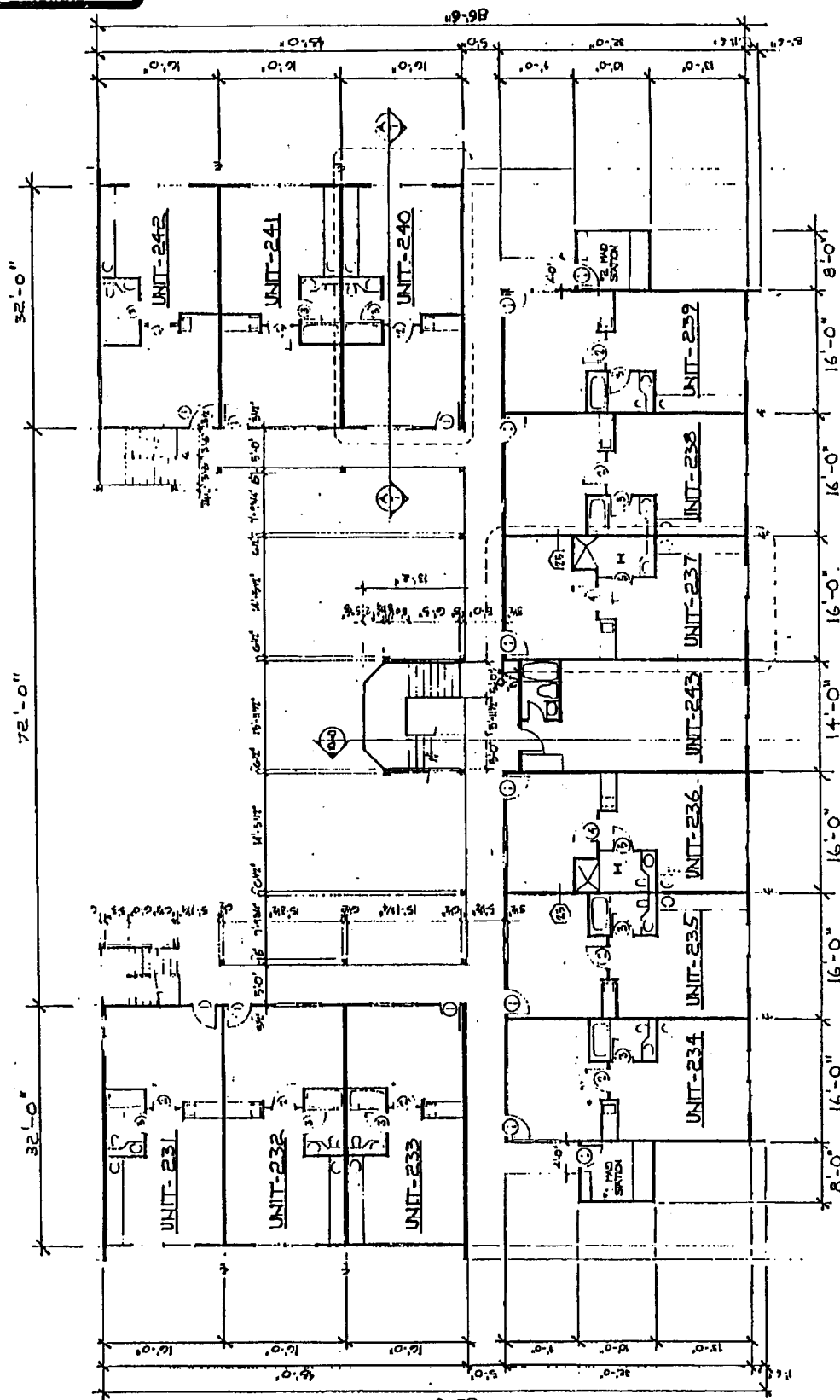




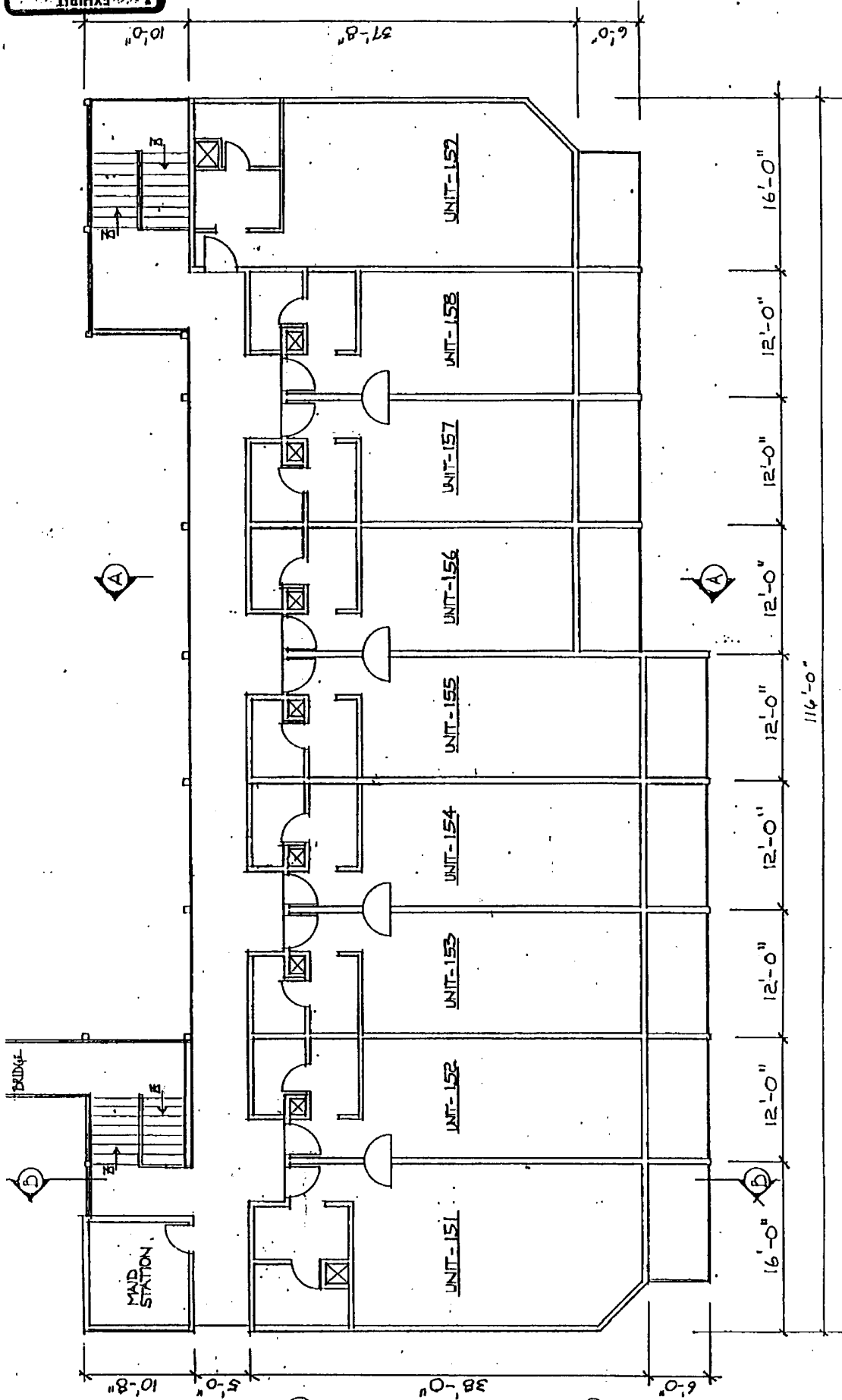
PHASE - 2 THIRD LEVEL - LOFT



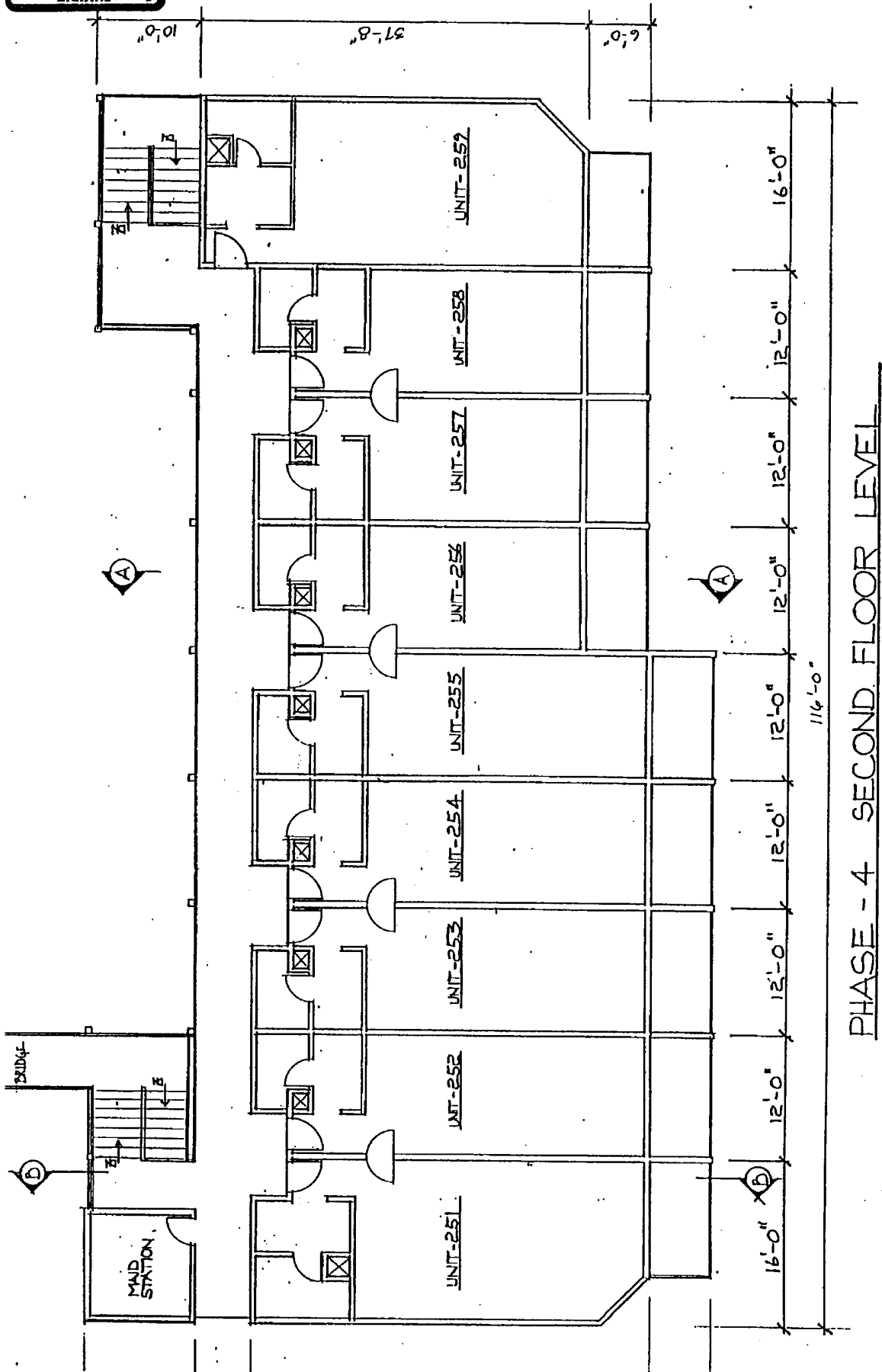
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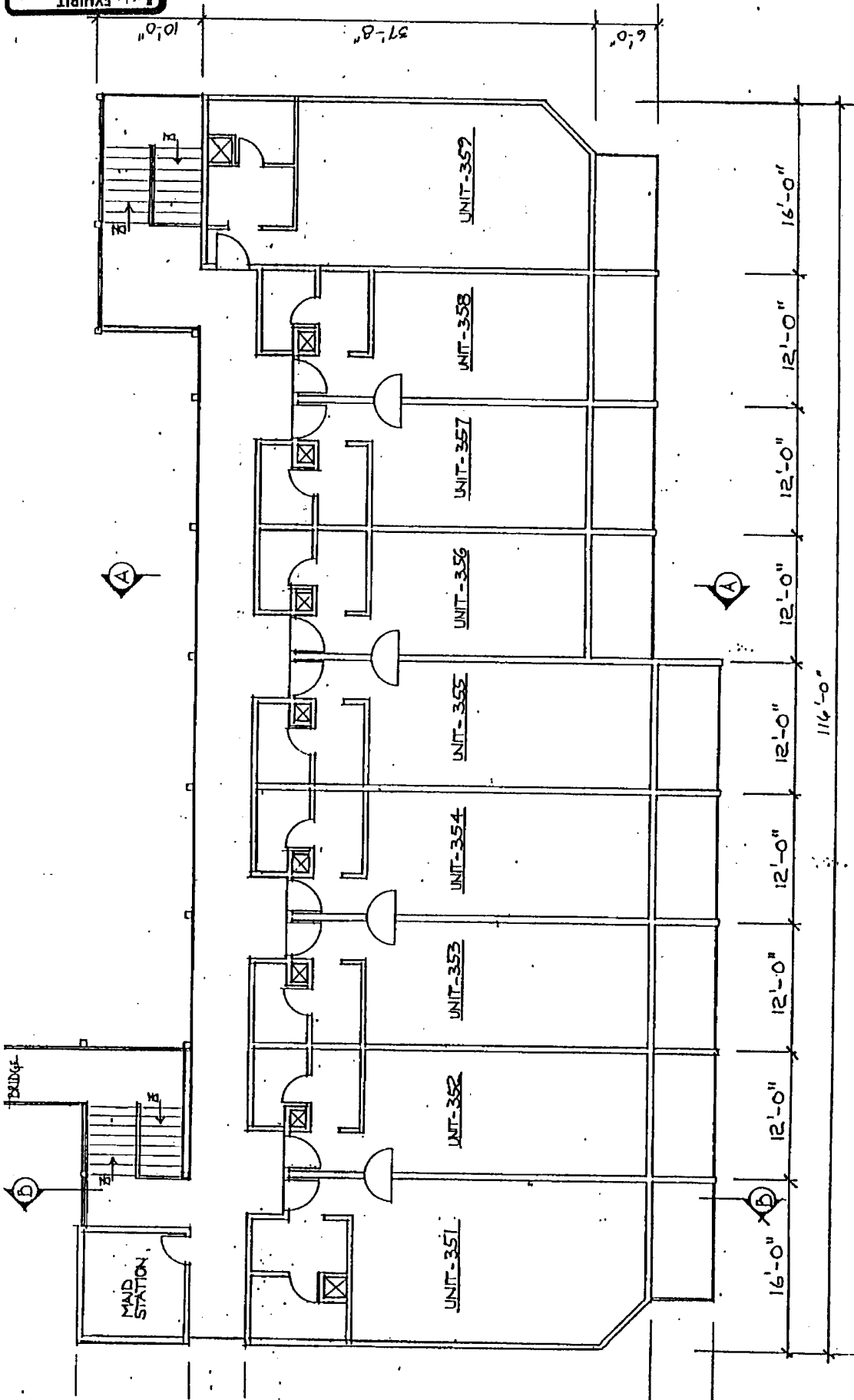


PHASE - 3 SECOND FLOOR LEVEL



PHASE - 4 FIRST FLOOR LEVEL





PHASE-4 THIRD FLOOR LEVEL



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NOT LEGIBLY REPRODUCIBLE

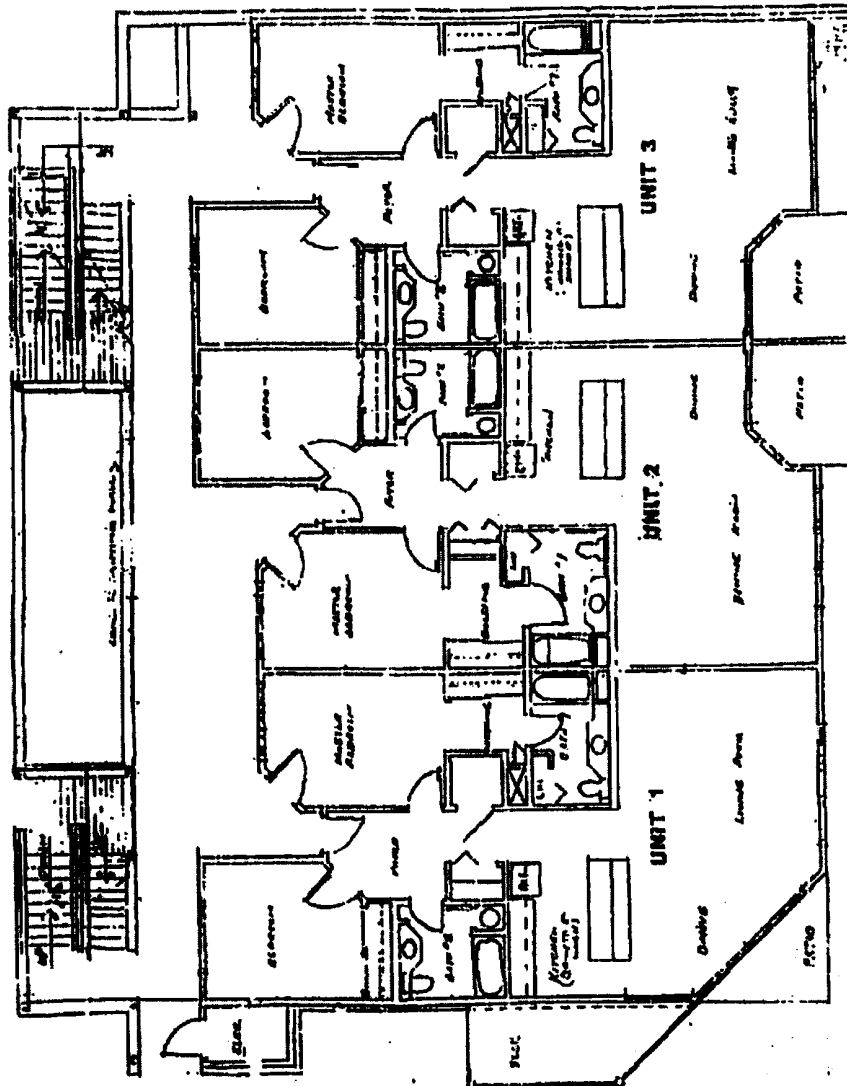


EXHIBIT A- 13



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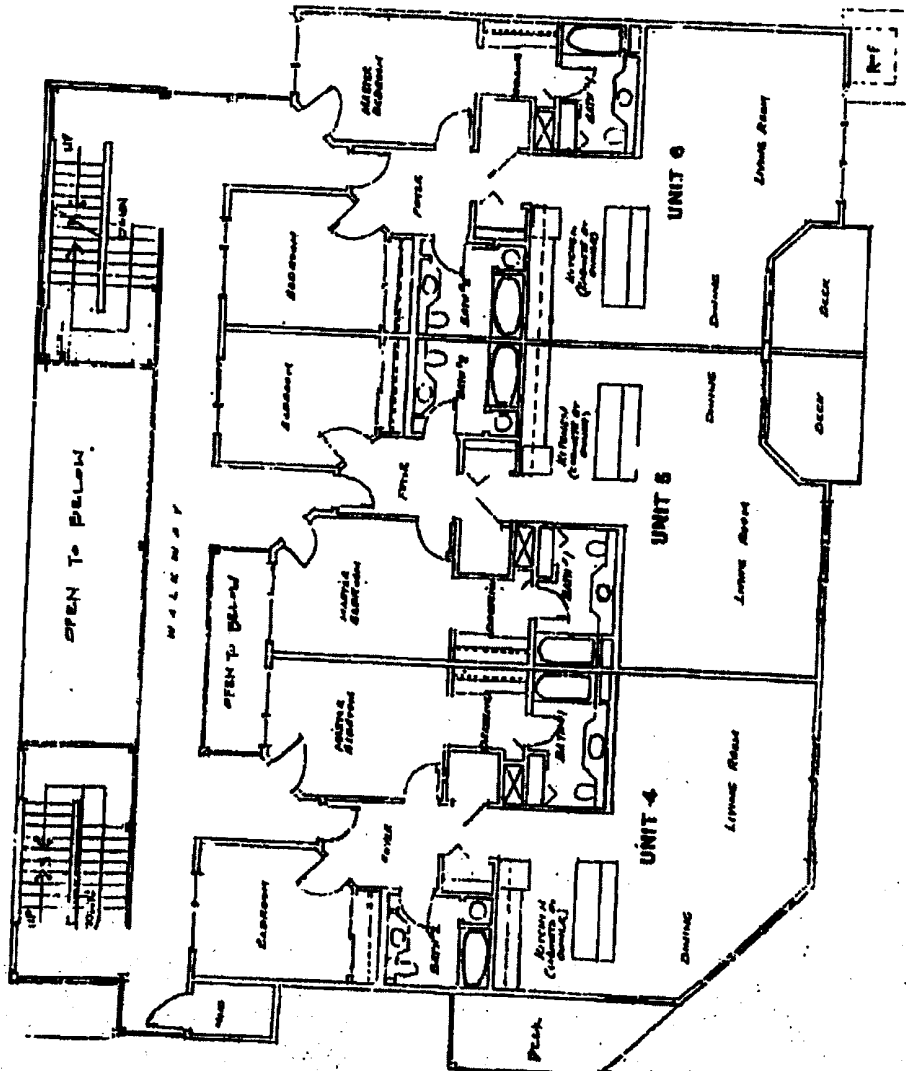


EXHIBIT A- 14



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Page: 40 of 47
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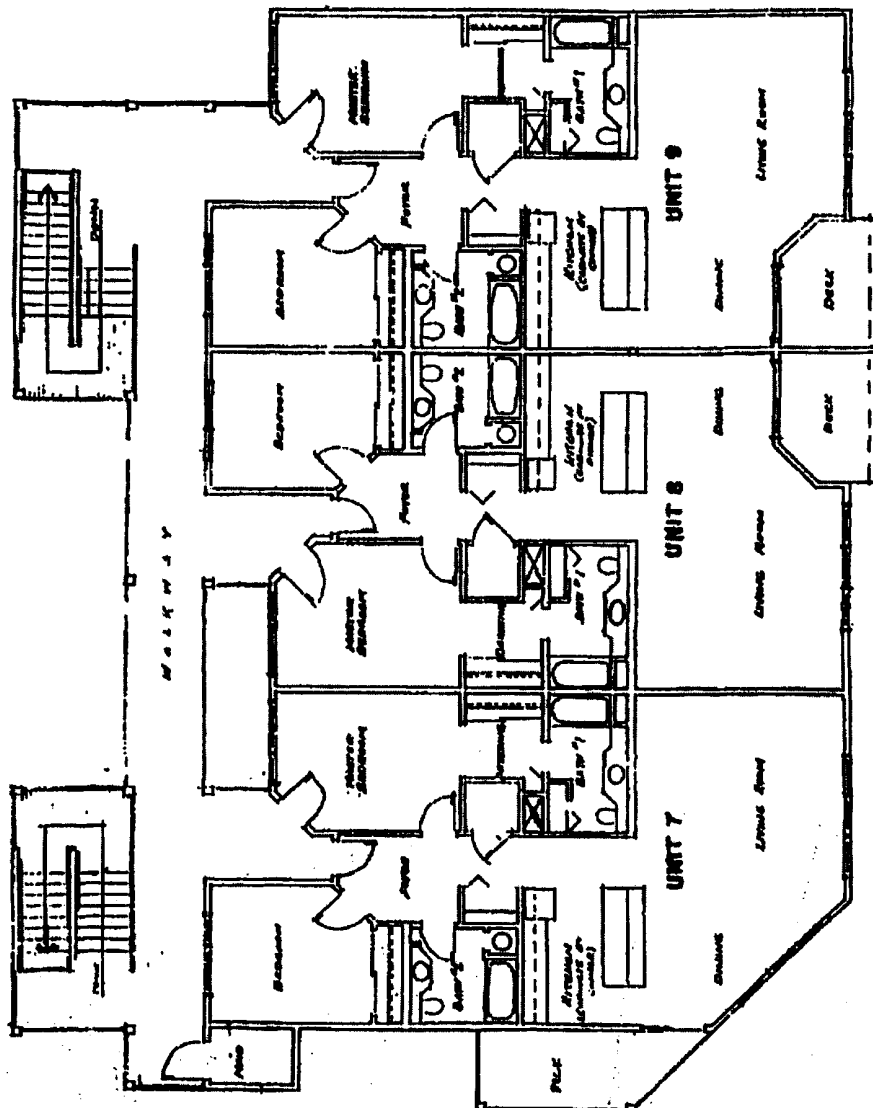


EXHIBIT A 15

REVISED PRELIMINARY PLAT OF
MARINA CAY CONDOMINIUMS
 IN THE W1/2 NE1/4 SEC 36, T27N, R20W,
 P.M., FLATHEAD COUNTY, MONTANA

TOTAL AREA 3355 AC±
 PARK AREA - 0.377 AC±

EXHIBIT B (Page 1)

THESE CONDOMINIUMS ARE BEING OFFERED FOR SALE BY THE LANDLORD, SANDS SURVEYING, INC., A MONTANA CORPORATION, AND ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. THE CONDOMINIUMS ARE BEING OFFERED FOR SALE AS IS, WITHOUT WARRANTY, AND THE BUYER ACCEPTS THEM WITH ALL FAULTS AND DEFECTS.

2. THE CONDOMINIUMS ARE BEING OFFERED FOR SALE AS IS, WITHOUT WARRANTY, AND THE BUYER ACCEPTS THEM WITH ALL FAULTS AND DEFECTS.

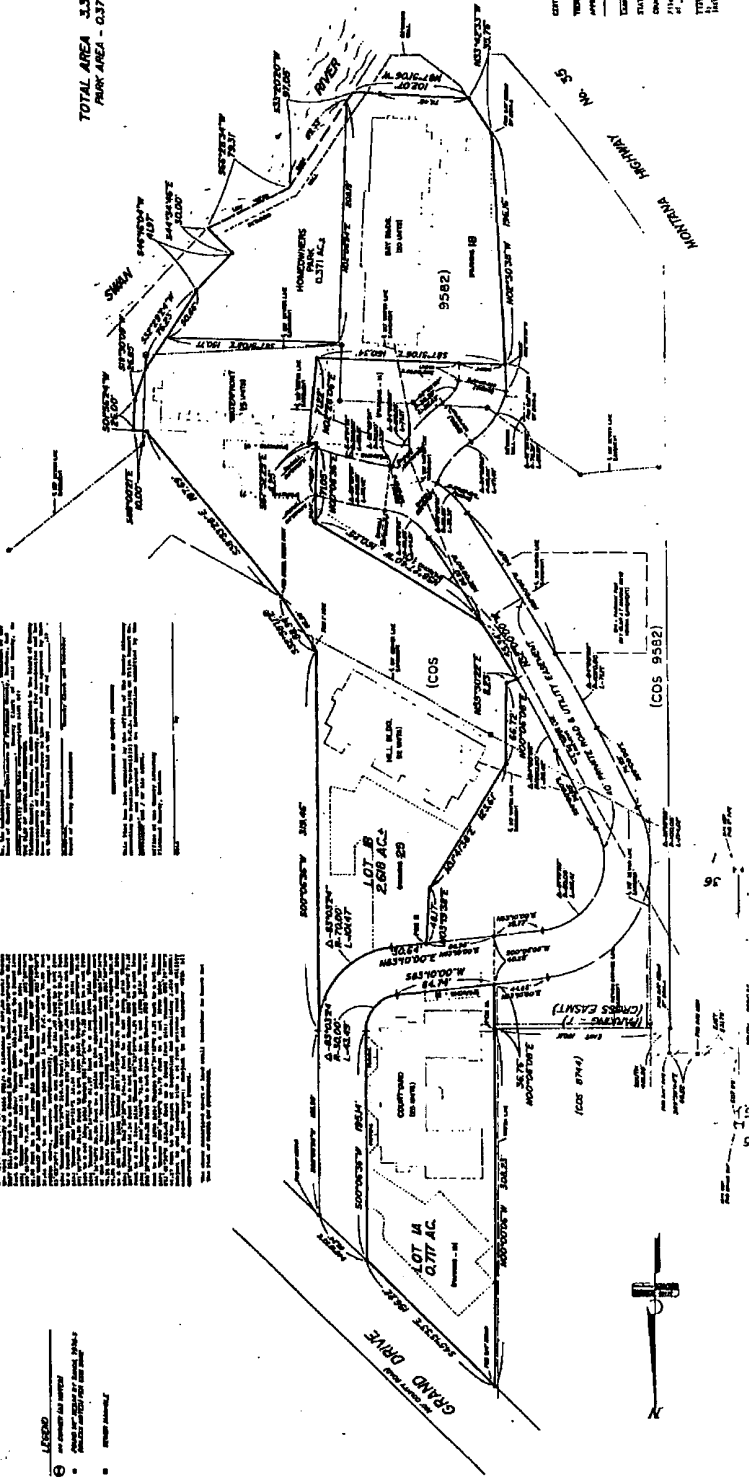
3. THE CONDOMINIUMS ARE BEING OFFERED FOR SALE AS IS, WITHOUT WARRANTY, AND THE BUYER ACCEPTS THEM WITH ALL FAULTS AND DEFECTS.

4. THE CONDOMINIUMS ARE BEING OFFERED FOR SALE AS IS, WITHOUT WARRANTY, AND THE BUYER ACCEPTS THEM WITH ALL FAULTS AND DEFECTS.

5. THE CONDOMINIUMS ARE BEING OFFERED FOR SALE AS IS, WITHOUT WARRANTY, AND THE BUYER ACCEPTS THEM WITH ALL FAULTS AND DEFECTS.

BY: SANDS SURVEYING
 AND JAMES R. SANDS, JR.
 DATE: OCTOBER 8, 2013
 FOR: MARINA CAY

LEGEND
 1. CONDOMINIUMS
 2. PARK AREA
 3. ROADWAY
 4. UTILITY LINES
 5. EASEMENTS

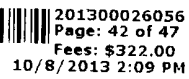


CERTIFICATE OF SURVEY
 PREPARED BY: SANDS SURVEYING, INC.
 DATE: OCTOBER 8, 2013
 FOR: MARINA CAY
 SHEET 1 OF 1 SHEET

EXHIBIT B (Page 1)



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**EXHIBIT B (Page 2)**

Percentage of ownership of common element is equal to each unit's square footage divided by the total square footage in all units, subject to adjustment in the event of future additions to Marina Cay Condominiums.

SQUARE FOOTAGE SCHEDULE

INCLUDING PHASE V

TOTAL SQUARE FOOTAGE IN BUILDINGS

1, 2 3 and 4, pursuant to the
DECLARATION OF CONDOMINIUM OF
MARINA CAY CONDOMINIUMS 68,908

Phase V ("Hill No. 2 Building")

<u>Unit No.</u>	<u>Square Feet</u>	
33	1233	
34	1286	
35	1286	
36	1233	
37	1286	
38	1286	
39	1233	
40	1286	
41	1286	<u>11,415</u>

Adjusted Total 80,323

Percentages:

Units 33, 36 and 39: 1.515%/unit

Units 34, 35, 37, 38, 40 and 41: 1.601%/unit

EXHIBIT C (Page 2)
to FIFTH AMENDMENT AND RESTATEMENT OF THE DECLARATION OF
CONDOMINIUM FORMARINA CAY CONDOMINIUMS



PAT# Z-1470-Brooks BG-1-Bling Group 1 Project

EXHIBIT E

**TO FIFTH AMENDMENT AND RESTATEMENT OF THE
DECLARATION OF CONDOMINIUM OF MARINA CAY
CONDOMINIUMS**

Dock Spaces and the Units to which they are appurtenant as Limited Common Elements are as follows:

Dock Space	Unit
1	201
7	310
9	208
11	109

As of August 1, 2013

EXHIBIT E



0592210
0972871
0977956 thru 0977971
0977972 thru 0978000
0978001 thru 0978037
0705260
0982641 thru 0982648
0013305 thru 0013316

When recorded, return to:
Dan Bermingham, President
3049 Atherton Lane
Butte, MT 59701



Paula Robinson, Flathead County MT by TM

201300026057
Page: 1 of 29
Fees: \$196.00
10/8/2013 2:09 PM

THIRD AMENDMENT AND RESTATEMENT OF THE REVISED BYLAWS OF MARINA CAY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

INTRODUCTION

Section 1: The provisions of these Bylaws govern the internal affairs of this corporation and its members as applicable to the operation, administration, use and occupancy of Marina Cay Homeowners Association, Inc., located on the real property described on the Plat of Marina Cay, and such subsequent phases of Marina Cay, if any, as may hereafter be subjected to the provisions hereof.

Section 2: The original Bylaws of Marina Cay Homeowners Association, Inc. were recorded on June 28, 1990, under Reception No. 9017911230 simultaneously with the Declaration of Condominium to which these relate, all in accordance with Section 70-23-301, Montana Code Annotated. The original Bylaws were replaced and superseded by the Revised Bylaws of Marina Cay Homeowners Association, Inc. ("Revised Bylaws") recorded December 30, 2003, under Reception No. 200336415750, records of Flathead County. The First Amendment to the Revised Bylaws was recorded May 22, 2007, under Reception No. 200714213010, records of Flathead County, Montana. The Second Amendment to the Revised Bylaws was recorded on September 29, 2008, under Reception No. 200800027109. This Third Amendment and Restatement of the Revised Bylaws restates and incorporates the original Bylaws, all prior amendments, new amendments and all un-amended sections of the Bylaws.

Section 3: These Bylaws were adopted by this corporation, organized originally as a not-for-profit corporation under the laws of Montana, and in accordance with the

Third Amendment and Restatement of the Revised Bylaws of
Marina Cay Homeowners Association, Inc. -- Page 1 of 26

Assessor is attached



Internal Revenue Code, Section 501(c)(7) as amended, pertaining to homeowners associations and later re-organized as a for-profit corporation incorporated on December 10, 1992. It is the intent of these Bylaws to satisfy the requirements of Internal Revenue Code § 528 so as to prevent taxation of dues and assessments received from Owners.

Section 4: As used herein, these definitions shall apply.

“Association” and “Corporation” shall mean the corporation chartered on December 10, 1992, as Marina Cay Homeowners Association, Inc., and its predecessors in interest.

“Condominium” shall mean the project consisting of the individual Units, Common Elements and Limited Common Elements described in the Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on June 28, 1990, in Flathead County, Montana, under Reception No. 9017911230, and any and all amendments thereto and restatements thereof under Section 70-23-301 *et seq.*, Montana Code Annotated.

“Declaration” shall mean Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums recorded on June 28, 1990, in Flathead County, Montana, under Reception No. 9017911230, and any and all amendments thereto and restatements thereof under Section 70-23-301 *et seq.*, Montana Code Annotated, including the Fifth Amendment and Restatement of Declaration of Condominium of Marina Cay

“Mortgage” shall include mortgage, trust indenture and deed of trust.

“Owner,” “Unit Owner,” “Member” and “Shareholder” shall be interchangeable and shall mean all owners of an ownership interest in a unit except those individuals or entities that are interested in a unit solely as the beneficiary of a mortgage or security interest or as seller under a contract for deed.

“Share(s)” shall mean the ownership interest of an Owner in the Condominium.

“Voting rights” shall mean the right to vote an Owner’s shares of stock reflecting ownership of the Association.

“Unit” shall have that meaning set forth in the Declaration, including the fireplace, flue and chimney (up to the point where the flue or chimney passes through the unfinished perimeter ceiling).



ARTICLE II

PRINCIPAL OFFICE

The principal office of the corporation shall be maintained in Flathead County, Montana.

ARTICLE III

MEETINGS AND MEMBERS

Section 1: Every owner of a Unit within Marina Cay shall be a member of the Association and shall remain a member for the period of ownership of a unit. Conveyance of a unit shall be deemed to include conveyance of the owner's shares of stock in the corporation whether or not such transfer of shares is reflected in any document. Only an Owner may own shares of the corporation.

Section 2: There shall be an annual meeting of voting members of the Association on the first Saturday in June of each year, or at such other date as determined by the Board of Directors, at a time and place designated in the written notice thereof mailed to voting members by the Board of Directors at least thirty (30) days and not more than 60 days prior to the date of said meeting.

Section 3: Special meetings may be called at any time for the purpose of considering matters which require the approval of members. Such a special meeting shall be called by written notice mailed by the Board of Directors at least thirty (30) days prior to the date of such meeting to all members. Such written notice may be initiated by the majority of the Board of Directors and must be so initiated upon petition to the Board by members holding 30% of the shares. Such notice and such petitions shall specify the date, time and place of the meeting as well as an agenda.

Section 4: The presence at any meeting in person or by proxy of members owning a majority of the total voting interests shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the members upon the affirmative vote of members or their proxies owning a majority of the total voting interests present or represented by proxy at the meeting.



Section 5: Voting on any issue may be conducted by mail so long as sufficient ballots are returned representing the votes of sufficient shares to constitute a quorum.

Section 6: All paper certificates reflecting ownership of shares of the Association are hereby deemed cancelled and replaced by book entries in the Association's records. All shares of authorized stock shall be deemed issued to Owners in proportion to each unit owner's percentage of the undivided interests in the common elements, as defined in the Fifth Amendment and Restatement of Declaration of Condominium of Marina Cay Condominiums. Said percentage is calculated in accordance with the ratio the square footage of each owner's unit bears to the total square footage within the Condominium. Fractional shares may also be issued as book entries. Each full share represents one vote; each fractional share represents the corresponding fractional vote. All shares shall be deemed to be automatically allocated among Owners as their units or the common elements are now constituted or as any Units or Common Elements may hereafter be expanded or decreased in size.

Section 7: Voting rights shall be suspended as to any owner who fails to pay any annual or special assessment (or any monthly installment thereof) within forty-five (45) days after the same becomes due and payable. Voting rights shall be suspended also for any owner of a unit for which any annual or special assessment (or any monthly installment thereof) has not been paid within forty-five (45) days after the same becomes due and payable. A Member who obtained his ownership through or in relation to foreclosure by a holder of a first mortgage is not required to pay assessments for common expenses accrued prior to the foreclosure. Such a Member, however, must pay pre-foreclosure assessments for fines and expenses incurred solely in relation to his Unit in order to have voting rights for his shares. Such voting rights shall be restored upon payment of such past due assessments, plus interest and such other amounts as may be charged as a result of nonpayment.

Section 8: Each and every member hereby irrevocably constitutes and appoints the Homeowners Association as his, its and their true and lawful attorney-in-fact, in his, its and their name, place and stead, for the purpose of dealing with the Marina Cay property upon its damage, destruction or obsolescence. Acceptance by any grantee of a deed or other instrument of conveyance from any owner shall constitute appointment as herein provided. As attorney-in-fact, the Homeowners Association shall have full and complete authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any owner which may be necessary or appropriate to exercise the powers granted to the Homeowners Association as attorney-in-fact.



ARTICLE IV

BOARD OF DIRECTORS

Section 1: There shall be a total of six (6) Directors, each elected or appointed to three-year terms, the terms staggered so that two (2) terms expire each year. Only eligible homeowners may be Directors.

Section 2: Any Director may be removed at any meeting of members by due and proper vote at that meeting, subject to the limitations involving appointed directors, providing proper notice of such resolution or vote had been mailed at least thirty (30) days prior to said meeting.

Section 3: A regular meeting of the Board of Directors shall be held prior to each annual meeting of members and immediately after the adjournment of each annual meeting of members. A regular meeting of the Board of Directors shall also be held annually in October or at another time determined by the Board at its June meeting. This Bylaw shall be the only notice required for such regular meetings.

Section 4: Special meetings of the Board of Directors may be called by the President or by a majority of the Board. By unanimous consent of the Directors, a special meeting of the Board of Directors may be held, without notice, at any time or place.

Section 5: Notice of all special meetings shall be given to each Director at least two (2) days prior to the time fixed for the meeting. Such notice shall specify the time and place of meeting, and shall state the purpose or purposes thereof. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting.

Section 6: A quorum for the transaction of business at any regular or special meeting of the Directors shall consist of majority of members of the Board. The signature and consent of all Directors in lieu of a meeting may transact any business for that purpose. Voting by e-mail and teleconferencing may be substituted for a written and signed vote; records of e-mail and teleconferencing voting must be maintained in the Board minutes.

Section 7: The Directors shall elect the officers of the Association specified in these Bylaws at the Directors meeting following each annual meeting of the members of the Association thereafter. An officer may be removed at any time by a majority vote of the full Board of Directors of the Association.



Section 8: The Directors shall receive compensation and reimbursement for expenses for their services in attending regular and special meetings. In addition, the President shall receive a monthly stipend to compensate for additional expenses. The compensation and reimbursement amounts for attending such meetings, and for the President, may be adjusted from time to time by the membership.

Section 9: Any vacancy or vacancies on the Board of Directors may be filled by the remaining Directors in any special or regular Directors meeting. For this purpose a special meeting may be conducted by teleconferencing and/or e-mail. Death, incapacity, resignation, or failure to maintain homeownership status of any Director shall cause his or her office to become vacant. Appointment to fill such vacancy shall be for the remaining term of the vacancy filled, but shall be confirmed by the members at the next annual meeting.

Section 10: The Board of Directors shall have the responsibility for and the authority to do all things necessary for the accomplishment of the matters specified in the Declaration of Condominium and the Bylaws, both as amended and restated from time to time, and all other contracts and agreements entered into on behalf of the Association.

Section 11: The Board of Directors shall have the authority to engage the services of a property Manager/agent or management service and to fix his or her compensation, and specify his or her authority.

Section 12: All checks, drafts, notes, acceptances, vouchers, conveyances, contracts and other instruments shall be approved and signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors, or in the absence of any such resolution applicable to such instruments, by the President, Vice-President, Secretary or Treasurer. A contracted accountant may sign checks.



ARTICLE V

OFFICERS

Section 1: The officers of the corporation shall be a President, Vice-President, Secretary and Treasurer. The officers shall be directors. All officers shall be elected for a one year term and shall hold office until their successors are duly elected and qualified, except that any officer can be removed from office by a vote to do so by a majority of the Board. All officers must be "eligible owners"; i.e., all fees, fines, dues and assessment payments must be current. A Member who obtained his ownership through or in relation to foreclosure by a holder of a first mortgage is not required to pay assessments for common expenses accrued prior to the foreclosure. Such a Member, however, must pay pre-foreclosure assessments for fines and expenses incurred solely in relation to his Unit in order to be an eligible home Owner. Should a director become an ineligible homeowner by reason of not paying current fees and assessments, he/she will immediately vacate their board position and shall be deemed to have resigned.

Section 2: The President shall preside at all Directors and members meetings; with the expressed approval of the Board of Directors shall have general supervision over the affairs of the Association; and shall perform all such other duties as are incident to the office. The Board may appoint such committees and committee chairpersons as appear necessary in its judgment. In case of the absence or disability of the President, the Vice-President shall perform his or her duties.

Section 3: The Secretary shall issue notices of all Directors and members meetings and shall attend and keep the minutes of the same; shall have charge of all Association books and records and papers. The Treasurer shall manage all money and securities of the Association. A portion of this work may be contracted to a Certified Public Accountant with the approval of the majority of the Directors.

Section 4: Any eligible member, or any designated officer or agent of a member in the event of corporate or partnership ownership, may be an officer of the Association except the person or business entity, or officer or agent of such business entity, holding the Manager position. This exception and exclusion from office shall extend to any and all future Managers of the Association as well as any relative, partner, co-owner or other direct business associate of such Managers.



ARTICLE VI

FINANCE

Section 1: The funds of the Association shall be deposited in such bank or banks, savings and loan associations, or other financial institutions as the Directors shall designate and shall be duly authorized by the Board of Directors. All such accounts shall be federally insured or consist of U.S. Treasury bills, U.S. Treasury notes or U.S. Treasury bonds; or consist of money market mutual funds made up entirely of U.S. Treasury bonds and/or other financial instruments backed by the full faith of the U.S. Government. The total of all federally insured accounts in any one bank should not exceed the Federal insurance limit for a period in excess of thirty (30) days.

Section 2: The Association may, upon the direction of the Board, conduct a full audit or examination of the Association's financial matters, books and records and make the results of such audit or examination available to all members.

ARTICLE VII

ASSESSMENTS

Section 1: Covenant of Personal Obligation of Assessments. Every owner, by acceptance of the deed or other instrument of transfer, including the acceptance by a purchaser of the terms and provisions of an executory land sales contract, of his Unit, hereafter, "unit", (whether or not it shall be so expressed in such deed or other instrument of transfer), is deemed to personally covenant and agree, jointly and severally, with every other owner and with this Association, and hereby does so covenant and agree, to pay the Association (a) annual assessments or charges, (b) special assessments, and (c) default assessments applicable to his Unit; such assessments to be established and collected as hereinafter provided. No owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Elements or the facilities contained therein or by abandonment or leasing of his unit. In addition to the foregoing, every owner shall also have the obligation to pay the following charges directly to the appropriate governmental subdivision or public utility: real property ad Valero taxes and special assessments imposed by Montana governmental subdivisions applicable to his unit.



Section 2: Purpose of Assessments. Proper uses of the assessments levied by the Association shall include, but not be limited to, the expenditure of funds for taxes, fees, expenses, charges, levies, premiums, expenditures or other costs of the Association for: (a) repairing, replacing and maintaining the Common Elements; (b) installing, maintaining and repairing roads and underground utilities upon, across, over and under any part of the Condominium; (c) installing, constructing, maintaining and repairing lighting, walkways, clubhouses, recreational buildings, parks, playgrounds and related facilities; (d) furnishing garbage and trash pickup and water, sewer, electric services and other utilities to the Condominium, to include the cost of such services to individual units; (e) providing horticultural services to the Condominium such as mowing grass, caring for the grounds, the sprinkling system, walks, pathways, and landscaping the trees, shrubs and grass; (f) obtaining and maintaining insurance; (g) exterior maintenance; (h) local telephone service; (i) establishing and maintaining reserves for repairs, maintenance, taxes, capital improvements and other purposes; (j) carrying out all other powers, rights, and duties of the Association, including the administration of the Association and related legal, accounting and other expenses; and (k) generally for any other purposes and uses that the Association shall determine to be necessary to meet the primary purposes of the Association. In the event that any of the assessments levied by the Association shall be used for constructing improvements, and if the total amount of assessments used for such construction shall exceed \$50,000.00 (i.e., the total amount of such assessment for all the units as an aggregate, and not \$50,000.00 per unit), then the use of assessments for such construction shall require the approval of all members holding a simple majority of voting rights.

Section 3: Date of Commencement of Annual Assessments. All annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association or in any other manner approved by the Board of the Homeowners Association, and shall be made due and payable in twelve (12) monthly installments per annum; annual assessments paid in full by January 15 of the assessment year will be entitled to a discount, the amount of the discount to be established by the Board of Directors; all others will pay a monthly handling charge to be established annually by the Board of Directors. Any owner purchasing a unit between installment due dates shall pay a pro rata share of the last installment due.

Section 4: Amount of Total Annual Assessments. The total annual assessments against all units shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year, which estimates may include, among other things, (a) expenses of management; (b) taxes and special assessments; (c) premiums for all

insurance which the Association is required or permitted to maintain; (d) common lighting, heating and other utility charges, water charges, trash collection and sewer service charges; (e) exterior repairs and maintenance; (f) legal and accounting fees; (g) any deficit remaining from a previous assessment year; (h) the creation of reasonable contingency reserves, surpluses and sinking funds; (i) any other costs, expenses and fees which may be incurred or may reasonably be expected to be incurred by the Association for the benefit of the owners.

Section 5: Apportionment of Annual Assessments. The Association's total annual assessment for an assessment year shall be apportioned against all units according to each unit's interest in the Common Elements as defined in the Declaration of Condominium of Marina Cay Condominiums; that is, in the proportion each member's square footage bears to the total square footage within Marina Cay (except as may be otherwise provided herein for special charges). The owner of each unit shall be personally liable for each such assessment which is assessed against his or her unit, and in case of multiple owners of a Unit, each such owner shall be jointly and severally liable personally for each such assessment. The total annual assessment shall be apportioned among all units as hereinabove provided.

Section 6: Determination of Amount of Annual Assessments. The Board shall determine, levy and assess the Association's annual assessments, which determination, levying and assessing may be made by the Board. If the Board shall desire to determine, levy and assess an annual assessment per unit for a particular assessment year which shall be in excess of the amount of the annual assessment per unit for the assessment year immediately preceding this particular assessment year, then the Board may do so and shall give written notice thereof to all owners at least thirty (30) days in advance of the commencement date of the particular assessment year and notify the owners of such increased annual assessment. If the Board shall not determine, levy and assess the annual assessment for a particular assessment year in accordance with the foregoing sentence, then it will be presumed that the annual assessment per unit for that particular assessment year will be the same as the annual assessment per unit for the assessment year immediately preceding that particular assessment year.

Section 7: Special Assessments. In addition to the annual assessments authorized above, the Association may at any time and from time to time determine, upon approval by Members holding a simple majority of the voting rights in the Association, levy and assess in any assessment year a special assessment applicable to that particular assessment year (and for any such longer period as may be determined) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees and expenses of any

construction, reconstruction, repair, demolishing, replacement or maintenance of the Common Elements, specifically including any fixtures and personal property related thereto. Any amounts determined, levied and assessed pursuant hereto shall be assessed to the units in proportion to the respective undivided interest in the Common Elements appurtenant thereto. All the owners of a particular unit shall be jointly and severally liable to the Association for the payment of all assessments against their particular unit. Notice in writing of the amount of such special assessment per unit and of the time for payment thereof shall be given to the owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. In the event that any of the special assessments levied by the Association pursuant to this Section shall be used for the construction of the Condominium or of any facilities located thereon and if the total amount of special assessments levied for such construction shall exceed \$50,000.00 (i.e., the total amount of such special assessments for all units as an aggregate, and not \$50,000.00 per unit), then the use of special assessments for such construction shall require the approval of a simple majority of the voting rights in the Association.

Section 8: Special Assessment on Sale of Unit. In addition to the annual and special assessments authorized above, the Association shall assess and collect an assessment in the amount of Two Hundred Dollars (\$200.00) from the purchaser of any unit sold after the recording of the Declaration of Condominium and these Bylaws. Said amount shall be payable to the Association by the purchaser within thirty (30) days of the closing of his or her purchase of a unit. Such assessments shall be used for the purpose set forth in Section 2 hereof.

Section 9: Special Assessment on Ownership Name Change without Sale of Unit. In addition to the annual and special assessments authorized above, the Association shall assess and collect an assessment in the amount of Fifty Dollars (\$50.00) if an existing owner changes the name of that ownership without actually selling the unit.

Section 10: Due Dates of Assessment Payments. Unless otherwise determined by the Association, the annual assessments and any special assessments not pre-paid are to be paid in monthly installments and shall be due and payable to the Association at its office, without notice, on the first day of each month. If any such monthly installment shall not be paid within forty-five (45) days after it shall have become due and payable, then interest shall begin to accrue on the forty-sixth day after the due date at the rate of 15 percent per annum (or such other rate as may be established by the Board of Directors, not to exceed the maximum rate allowed by law) and a "late charge" thereon in an amount to be determined annually by the Board to cover the extra expenses

involved in handling such delinquent assessment installment. An owner's monthly assessment shall be prorated if the ownership of a unit commences or terminates on a day other than the first day or last day, respectively, of a month. Accounts delinquent for ninety days or more are due and payable in full upon receipt of a monthly bill.

Section 11: Lien for Assessments. Accounts delinquent for ninety days or more shall be subject to lien. The annual and special assessments (including monthly installments thereof) and any and all default assessments (together with any and all interest, costs, late charges, expenses, fines and reasonable attorney's fees which may arise), shall be burdens running with land a perpetual lien in favor of the Association upon the specific unit to which such assessments apply. To evidence such lien upon a specific unit, the Association may prepare a written lien notice setting forth the description of the unit, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the owner or owners thereof, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board, by an officer of the Association or by a duly authorized agent, and shall be recorded in the office of the Clerk and Recorder of Flathead County, Montana. The Association may have a title search done on the property before a lien is filed. The homeowner on whom such a lien is filed shall bear all costs associated with the lien. Any such lien notice shall not constitute a condition precedent nor delay the attachment of the lien, but such lien is a perpetual lien upon the unit and attaches without notice at the beginning of the first day of any period for which an assessment is levied or assessed.

Section 12: Effect of Non-Payment of Assessments. If any annual or special assessment (or any monthly installment thereof) is not fully paid within forty-five (45) days after the same becomes due and payable, or if any default assessment shall arise, then in any of such events and as often as the same may happen, interest shall accrue at the rate determined under Section 10 above from the forty-sixth day after the due date on any amount thereof which was not paid within such forty-five (45) day period or on the amount of assessment in default, whichever shall be applicable, and the Association may thereafter bring an action at law or in equity, or both, against any owner personally obligated to pay the same and may also proceed to foreclose its lien against the particular unit in the manner and form provided by Montana law for foreclosure of real estate mortgages in and through the courts, except that there shall be no right of redemption. No owner may vote in Association elections while forty-five (45) or more days past due on any assessment (or monthly installment thereof). All past due payments made by check must clear the bank on which such check is written no later than the day prior to Association elections if an owner is to be eligible to vote. An

action at law or in equity by the Association against an owner to recover a money judgment for unpaid assessments (or any monthly installment thereof), may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefore. In the event that any such assessment (or monthly installment thereof) is not fully paid when due and the Association may commence such an action (or may counterclaim or cross-claim for such relief in any action) against any owner personally obligated to pay the same or any proceed to foreclose its lien against the particular unit, then all unpaid monthly installments of annual and special assessments and all default assessments (including any such installments or foreclosure proceedings), and late charges, fines, any accrued interest, the Association's cost of suit, expenses and reasonable attorney's fees incurred for preparing and recording any lien notice and the Association's costs of suit, expenses and reasonable attorney's fees incurred for any such action and/or foreclosure proceedings shall be taxed by the court as a part of the costs of any such action or foreclosure proceedings and shall be recoverable by the Association from any owner personally obligated to pay the same and from the proceeds of the foreclosure obligated to pay the same and from the proceeds of the foreclosure sale of the particular unit in satisfaction of the Association's lien. Foreclosure, or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments (or monthly installments thereof) which are not fully paid when due or for any subsequent default assessments. The Association shall have the power and right to bid on or purchase any unit at foreclosure or other legal sale based on its lien and to acquire and hold, lease mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. The Association may use its claim as a credit bid at any such foreclosure or other legal sale based on its lien.

Section 13: Successor's Liability for Assessments. Notwithstanding the personal obligation of each owner of a unit to pay all assessments thereof and notwithstanding the Association's perpetual lien upon a unit for such assessments, all successors in interest to the fee simple title of a unit shall be jointly and severally liable with the proper owner or owners thereof for any and all unpaid assessments, interest, late charges, costs, expenses and attorney's fees against such unit, without prejudice to any such successor's right to recover from any prior owner any amounts paid thereon by such successor; provided, however, that a successor in interest to the fee simple title of a unit shall be entitled to rely upon the existence and status, or absence thereof, of unpaid assessments, interest, late charges, costs, expenses and attorney's fees as shown upon any certificate issued by the Association to such named successor in interest. The foregoing liability of successors in interest for all unpaid assessments, interest, late

charges, costs, expenses and attorney's fees against his unit shall not apply to any first Mortgagee or first Mortgagee's nominee who shall, in good faith and not for the primary purpose of circumventing this Section, acquire the unit by virtue of foreclosure of the first mortgage or through a deed or assignment in lieu of foreclosure proceedings or sale contract or any purchaser at the foreclosure sale for the first Mortgage; provided, however, any such first Mortgagee, nominee or person shall be liable for any claims for a pro rata share of any assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units (including the unit subject to the first Mortgage).

Section 14: Subordination of Association's Lien for Assessments. The Association's perpetual lien on a unit for assessments provided for herein shall be superior to any homestead exemption as is now or may hereafter be provided by Montana law. The acceptance of a deed to land subject to the Bylaws shall constitute a waiver of the homestead exemption against such assessment. Said assessment shall also be superior to all other liens and encumbrances except: (a) real property tax and special assessment liens duly imposed by Montana governmental subdivision, and (b) the lien of any first Mortgage recorded in the records of the office of the Clerk and Recorder of Flathead County, Montana prior to the date such assessment became due or the lien, including any and all advances made by the first Mortgagee and notwithstanding that any of such advances may have been made subsequent to the date of the attachment of the Association's liens. With respect to the foregoing sub-part (b) of this section, any first Mortgagee who comes into possession of a unit by virtue of foreclosing the first Mortgage, , or any purchaser at a foreclosure sale of the first Mortgage, will take the unit free of any claims for unpaid Association assessments, interest, late charges, costs, expenses and attorney's fees against the unit which accrue prior to the time such first Mortgagee or purchaser comes into possession of the unit, except for claims for a pro rata share of such assessments resulting from a pro rata reallocation of such assessments to all units (including the unit which is encumbered by the first Mortgage). As provided herein, no sale or transfer, or cancellation or forfeiture of any executory land sales contract, shall relieve such unit from liability for any such claims thereafter becoming due or from any lien thereof. All other persons obtaining a lien or encumbrance on any unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's future liens for assessments, interest, late charges, costs, expenses and attorney's fees, whether or not such consent be specifically set forth in the instrument creating any such lien or encumbrance. Sale or other transfer of any unit shall not affect the Association's lien for assessments, interest, late charges, costs, expenses and attorney's fees due and owing at the time of such sale or other transfer and shall not

affect the personal liability of each owner who shall have been responsible for the payment thereof.

Section 15: Certificate of State of Assessments. Upon request in writing by any person and payment of a reasonable charge therefore, the Association shall furnish within thirty (30) days after such request is received, a certificate setting forth: (a) the amount of any unpaid assessments, interest, late charges, costs, expenses and attorney's fees then existing against a particular unit, (b) the amount of the current monthly installments of the annual assessment and the day that the next monthly installment is due and payable, (c) the date of the payment of any installments of any special assessments then existing against the unit and (d) any other information deemed proper by the Association. Upon the issuance of such a certificate signed by a member of the Board, by an officer of the Association or by a duly authorized agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely thereon in good faith.

Section 16: Mortgagees May Pay Assessments and Cure Defaults. Provided that a Mortgagee has, in writing, requested the following information with respect to a unit upon which the Mortgagee holds a Mortgage and has furnished the Association with the address to which the Mortgagee wants the information sent, then, if any assessment, or monthly installments thereof, on any unit shall not be paid by the owner thereof within forty-five (45) days after the same is due, or if a default by any owner of any provisions hereof shall not be cured within forty-five (45) days after written notice thereof is given to such owner, then the Association shall thereafter send a notice thereof to such Mortgagee and may (but shall not be required to) send a notice thereof to any other Mortgagee thereof. Any Mortgagee may (but shall not be required to) pay such assessment or monthly installment thereof, together with any other amounts secured by the Association's lien, and may (but shall not be required to) cure any such default.

Section 17: Liens. Except for annual, special and default assessment liens as provided herein, mechanics' liens, tax liens and judgment liens arising by operation of law and liens arising under Mortgages, there shall be no liens obtainable against the Common Elements or any interest therein of any unit.

Section 18: Assessment on Purchasers of Dock Space. In addition to the annual and special assessments authorized above, the Association shall assess and collect an annual assessment and may assess and collect special assessments from time to time, in amounts determined by the Association, for the maintenance, operation, utilities, taxes,

repair, upkeep and replacement of the Dock Spaces within the Dock Project, as those terms are defined in the Third Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marian Cay Condominiums recorded September 29, 2008, under Reception No. 200800027108, from the owner or lessee (if permitted by the lease) of any Dock Space within the Dock Project. The assessments under this Section shall commence and be due and payable in accordance with Sections 3 and 11 of this Article. All provisions of this Article regarding failure to pay or delinquency in payment and the remedies available to the Association shall apply equally to assessments under this Section.

Section 19: Special Assessment on Sale of Dock Space. In addition to the annual and special assessments authorized above, the Association shall assess and collect an assessment in the amount of Two Hundred Dollars (\$200.00) from the purchaser or lessee (if permitted by the lease) of any Dock Space sold after the recording of the Third Amendment to Declaration of Condominium Under the Montana Unit Ownership Act for Marina Cay Condominiums and this Second Amendment to Revised Bylaws of Marina Cay Homeowners Association, Inc. Said amount shall be payable to the Association by the purchaser within thirty (30) days of the closing of his or her purchase or lease of a Dock Space. Half of such assessments shall be used for the purposes set forth in Section 2 hereof and half of the said assessments shall be placed in the Dock Project maintenance reserve.

ARTICLE VIII

INSURANCE AND FIDELITY BONDS

Section 1: The Association shall obtain and maintain in full force and effect at all times the insurance coverage set forth in the following Sections. Companies duly organized to do business in the State of Montana shall provide this insurance coverage.

Section 2: The Association shall obtain from an insurance carrier acceptable to the Board, at a minimum, replacement-cost fire and extended coverage insurance policy on the Common Elements and Limited Common Elements of the property having a \$5,000 deductible provision. The Board of Directors has the authority to change the deductible amount. This property insurance shall provide that losses under the policy shall be payable to the Association.

Section 3: The Association shall obtain comprehensive public liability insurance in an amount of no less than \$2,000,000.00. The Board of Directors has the

authority to set the deductible amount. The policy shall require the insurer to provide a defense to suit. The policy shall cover damages, interest and attorney's fees awarded against the Association.

Section 4: The Association shall obtain adequate insurance coverage to protect against dishonest acts on the part of its officers, directors, employees and others who handle or are responsible for handling the funds of the Association. Such coverage shall name the Association as the insured. The Board of Directors has the authority to determine the amount and extent of this coverage.

Section 5: The Association shall obtain Workers' Compensation Insurance for any direct employees as required by law.

Section 6: The Association shall obtain officers and directors personal liability, errors and omissions insurance, in a face amount no less than \$2,000,000.00, to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

Section 7: The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as the Board of Directors deems appropriate.

Section 8: Insurance premiums for the above-provided insurance shall be a common expense to be paid by monthly assessments levied by the Association.

Section 9: The owners of each unit shall obtain adequate replacement cost property insurance coverage, and liability insurance on their units, as "units" are defined in the Declaration. The Association may establish and change uniform maximum deductible provisions for all units. Every Owner shall provide the Board or its authorized agent with a current certificate of insurance reflecting the Owner's compliance with the provisions of this Article.

Section 10: Except for its own property, the Association is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a unit or in or upon any part of the Common Elements or Limited Common Elements.

Section 11: No Owner shall be entitled to claim any compensation from the Association for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Elements or Limited Common Elements

any part thereof unless such loss or damage is covered by the insurance held or required to be held by the Association pursuant to these Bylaws.

Section 12: Each Owner shall be responsible for damage caused to his Unit arising from any willful, careless or negligent acts or omissions by himself or by any member of his family or his or their guests, servants, agents, invitees, licensees or tenants. Should an Owner fail to repair such damage in a manner satisfactory to the Board or its representative, the Board may do or cause to be done such repairs and the Owner affected agrees to and shall reimburse the Association for all monies expended for labor, materials, normal overhead and profit and all costs incurred in collection with respect to the doing of such repairs and the Board or its representative may use all or any of the remedies available to it as herein set out to recover such monies for the Association and such monies shall be a charge upon the Owner's Unit to the same extent as they would be if they were Common Expense charges assessed upon his Unit.

Section 13: An Owner shall indemnify and save harmless the Association from the expenses of any maintenance, repair or replacement rendered necessary to the Common Elements or Limited Common Elements or to any Unit by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association .

Section 14: Each and every policy of liability, fire or comprehensive insurance shall name the Association as an insured, and shall, as available and where applicable, provide:

- (i) that the policy may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all Insureds;
- (ii) that in no event shall the Association's insurance coverage be liable for contribution with insurance purchased by any Owner or mortgagee and such owner's or mortgagee's insurance shall be deemed as primary insurance;
- (iii) a waiver by the insurer of its rights of subrogation against the Association, its officers, directors, employees and agents, and the Owners and any member of the household or guests of any Owner, except for arson, fraud, or other intentional tort, and vehicle impact;

- (iv) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the status of the condominium is terminated; and
- (v) all insurance coverage dealt with in this By-Law may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer.

Section 15: Damage to the interior of any part of an individual unit resulting from the maintenance, repair, emergency repair, removal or replacement of any of the Common Elements or as a result of emergency repairs within another individual unit at the instance of the Association shall be a common expense of all of the owners.

Section 16: Each Owner is responsible for his own personal liability, his Unit, and his personal property. Each Owner shall carry personal liability and property damage insurance respecting his individual Unit.

Section 17: Without affecting any other rights or remedies, each Owner hereby releases and relieves the Association and all other Owners jointly, and waives his right to recover damages against the Association and all other Owners for loss of or damage to his property arising out of or incident to the perils required to be insured against herein by an owner. The effect of such releases and waivers is not limited by the amount of insurance carried or required or by any deductibles applicable hereto. The parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against the other Owner, as the case may be, and these Bylaws constitute a waiver of subrogation clause against the Association and all other owners, so long as the insurance is not invalidated thereby.

Section 18: This Declaration shall be interpreted so as to match the Unit Owners' duty to insure with the Unit Owner's responsibilities to maintain, repair, replace and reconstruct, and to match the Owner's duty to insure with the Owner's duty to repair, maintain, replace and reconstruct. Further, the respective responsibilities to insure shall coincide with the division of responsibilities between the Association and an individual owner in a standard "bare walls" fire and casualty insurance policy for condominiums.

ARTICLE IX

USE RESTRICTIONS AND REGULATIONS

Section 1: The Homeowners Association may, from time to time, approve and enact restrictions and regulations applicable to the Units, Limited and Common Elements. The Homeowners Association may also delegate to a property manager the ability to set and enforce rules and regulations affecting the units, provided, however, that no restriction or regulation enacted shall be inconsistent with Paragraph IV of the Declaration of Condominium of Marina Cay Condominiums.

Section 2: No owner or member may place signs of any size or sort upon or near their unit, including but not limited to signs indicating the unit is for sale or rent, or for any commercial enterprise. Any signs deemed desirable to the Condominium shall be approved and authorized by the Board of Directors.

Section 3: Each unit may have access to no more than one parking site for the owner's personal use, but only during such time as the owner is in residence at the Condominium. No vehicles may be left in storage on site. Only emergency repairs to vehicles are permitted on the premises. Boats, trailers and recreational vehicles must be parked off the premises.

Section 4: (A) All pets are forbidden in any part of the Condominium at all times.

(B) No hazardous, unreasonably offensive or noxious activity shall be carried on in the Condominium, nor shall noises be made or anything done thereon which may be or become an unreasonable annoyance or nuisance to the neighborhood. By way of example and not as an exclusive list, no fireworks, sparklers, rockets or recreational explosive devices shall be ignited, and no firearms shall be discharged in any part of the Condominium.

(C) No commercial, political, charitable or religious door-to-door solicitation, canvassing or surveying shall be allowed in the Condominium.

(D) No sound shall be emitted from any unit, common area, vehicle or boat which is unreasonably loud including but without limitation, speakers, horns, whistles, bells or other sound devices, with the exception of security devices and/or fire alarms.

Section 5: The owner or lessee of a Dock Space, any member using an Amenity Space (as defined below), or any other authorized user (collectively referred to as the "User") of any Dock Space shall use the Dock Space to moor one boat and for no other purpose. The boat must be registered with the State of Montana under the name of the User, who must be a member of the Association. A copy of the registration shall be provided to the Association upon request. The Association may permit the mooring of jet skis, wave runners or other personal watercraft, or the Association may prohibit the mooring of jet skis, wave runners or other personal watercraft, by adopting rules

applicable to all the Dock Spaces from time to time. Users shall use the Dock Space solely for personal recreational purposes for User and User's family and guest. No commercial use of the Dock Space is permitted. No overnight occupancy of any watercraft shall be permitted.

Section 6: If the owner of any Dock Space ceases to be a member of the Association for any reason, including the sale of the Unit that the Dock Space is designated to as a Limited Common Element, and the sale does not include the Dock Space, the selling member must immediately place the Dock Space for sale and cease using the Dock Space on the day that the owner's membership in the Association is terminated. Dock Spaces can only be sold to and owned by members of the Association. The right of the selling member to use the Dock Space will be suspended indefinitely unless the Dock Space is re-designated as a Limited Common Element of another Unit owned by the member.

Section 7: A lessee who sells his or her Unit in Marina Cay may assign the lease to the new owner on terms and conditions approved by the Association. In addition, a lessee may assign the lease to another member of the Association on terms and conditions approved by the Association and both members. Except as provided above, if the lessee of any Dock Space ceases to be a member of the Association, the lessee's lease shall terminate on the day that the lessee's membership in the Association terminates.

Section 8: The owner or lessee of any Dock Space shall not let, sublet, rent or allow use of their Dock Space to any person who is not a member of the Association or who is not renting a Unit within Marina Cay. As to lessees, any attempt to so assign the lease or let, sublet, rent or otherwise allow use of the Dock Space shall render the lessee's lease void. The Marina Cay property manager shall be notified in advance of all rentals of Dock Space to persons renting a Marina Cay Unit.

Section 9: The Association shall obtain casualty insurance covering the Dock Project and shall provide the owner or lessee with evidence of such insurance upon request. The owner or lessee of a Dock Space shall obtain casualty insurance covering the boat that Lessee elects to moor at the Dock Space, and shall provide the Association with evidence of such insurance upon request.

Section 10: The User of any Dock Space shall hold the Association harmless and maintain liability insurance as follows:

(a) The User shall hold harmless, defend and indemnify the Association and Association's agents from all liabilities, costs and expenses of every kind and nature whatsoever that may be claimed or accrue by reason of any accident, injury or death in or about the Dock Space, the operation of any boat moored at the Dock Space or as the result of the condition, maintenance or operation of the Dock Space and adjacent areas, except for any such liability caused by negligence of the Association.

(b) User agrees to keep in force bodily injury/property damage liability insurance covering the Dock Space and any boat moored at the Dock Space, with bodily injury coverage of at least \$100,000 per occurrence. All such insurance shall be written by a company or companies authorized to issue such insurance in the State of Montana. Association shall be an additional named insured on the policy. User agrees to pay all premiums for such insurance and to deliver to Association evidence of the fact that such insurance is in force and will not be canceled without at least twenty (20) days' prior written notice by the insurance company or companies to Association.

(c) The Association shall obtain such liability insurance in such amounts as the Association may elect from time to time.

Section 11: The Association shall be responsible for all costs associated with the maintenance, operation, repair, upkeep and replacement of the Dock Project, except for damage to the Dock Project caused by User or User's family and guests as further explained in Section 13, below. No substantial improvements shall be constructed in the Dock Space without the prior written consent of the Association.

Section 12: The Association shall be responsible for maintaining the basic structure of the Dock Project in good, working order, subject to ordinary wear and tear. The User shall be responsible for maintaining the surface of the Dock Project that is adjacent to User's Dock Space in good, clean and safe condition.

Section 13: User shall be responsible for any damage to the Dock Project or any other costs or expenses incurred by the Association caused by User or User's family or guests. Any such amounts shall be payable upon demand by the Association.

Section 14: The Association shall have no responsibility for providing security for the Dock Space or the boat moored at the Dock Space. The Association shall not be responsible for any damage to User or their family, guests or their properties resulting

from vandalism, weather, acts of God, or the like.

Section 15: The Association shall pay all real and personal property taxes and assessments levied and assessed against the Association related to the Dock Project.

Section 16: Users agree not to permit any lien or encumbrance from any source or for any purpose whatsoever to remain against the Dock or the Dock Space during the term of lessee's lease.

Section 17: The two Dock Spaces within the Dock Project retained by the Association (the "Amenity Spaces") shall be available for use by all members of the Association on the terms and conditions below:

- (a) Use of the Amenity Spaces shall be limited to one week per Unit per year, unless all weeks are not reserved by a date specified by the Homeowners Association, in which case a second week may be reserved. Reservations by members for specific weeks shall be made on first-come, first-served basis with reservations being accepted starting April 1 of each year, or on such other basis as the Homeowners Association may specify from time to time.
- (b) All reservations, processing, and use shall be overseen by an agent appointed by the Homeowners Association. A non-refundable processing fee may be required for each reservation for an Amenity Space submitted by a member.
- (c) Use of the Amenity Spaces is strictly for members and the family and guests of members. Use of the Amenity Spaces is not transferable to a renter of any Unit at Marina Cay.
- (d) The Association shall have the right to unilaterally modify the rules and procedures relating to the Amenity Spaces as required for the harmonious use and benefit of the members.

Section 18: The Association has the right to make and modify additional rules regarding the regulation and use of the Dock Project and Dock Spaces as it sees fit to protect and benefit the Marina Cay property and members of the Association.

Section 19: Owners may rent their units to third-parties without the involvement of the Association. Prior to each tenant's occupancy, the owner shall give the tenant a

copy of the rules contained above and of any other rules promulgated by the Association or its property manager. Owners are responsible for the conduct of their guests and tenants. Owners shall reimburse the Association for the repair or replacement of any damage to the Common Elements or Limited Common Elements caused by their guests or tenants. Owners may be fined for the conduct of their guests and tenants.

Section 20: The Association may enforce any rules promulgated by the Board of Directors or by its property manager by either or both of:

(a) Suit for injunctive relief and/or damages, in which case the substantially prevailing party shall be entitled to recover its court costs and attorney's fees in a reasonable amount from the other party; and

(b) Assessment of fines for infractions according to the procedure herein.

(1) The Board shall promulgate written rules creating a procedure that will permit Owners to contest the imposition of fines. The Board shall also adopt a written scale of fines that may be imposed upon Owners for violation of particular parts of the Declaration or rules. A fine may not exceed \$500 per violation. Each separate day of a continuing violation may be considered a separate violation.

(2) Prior to the imposition of a fine, the Board or its agent shall give the Owner in question written notice of the violation and intended amount of the fine, and the notice shall provide a stated period of time, after receipt of the notice, to correct the violation to avoid the fine. The Board shall determine, in its sole discretion, the period of time allowed in each instance, and such period may be as short as one day or as long as 15 days.

(3) Such fines shall be deemed assessments and may be collected the same as the annual assessments, including by lien pursuant to the terms of Article VII, Section 11.

ARTICLE X

AMENDMENTS

No amendment of these Bylaws shall be effective unless approved by the affirmative vote of seventy-five percent (75%) of the shares eligible to vote. Any amendment must be recorded to be valid.

ARTICLE XI

MISCELLANEOUS

Section 1: All notices to the Board of Directors shall be sent postage prepaid in care of the Association's accountant, said notices to be effective upon receipt, and all notices by the Board of Directors or its agent to Owners shall be delivered by hand or by courier or sent by the Board or its agent postage prepaid to the most recent address furnished by each owner, with copies to all mortgagees, trust indenture beneficiaries, or contract sellers from which the Board has received written requests for notices. Said notices shall be deemed received and effective on the day of the first attempt to deliver by hand or by courier or three (3) days after mailing. An Owner's or other recipient's failure or refusal to accept delivery or mail shall not affect the date on which receipt and effectiveness are deemed to occur.

Section 2: The invalidity of any part of these Bylaws shall not affect or impair in any manner the validity, enforceability, or effect of the balance of these Bylaws. Similarly, any invalidity in the Declaration of Condominium under the Montana Unit Ownership Act shall not affect the balance thereof.

Section 3: No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to be abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

Section 4: Upon dissolution or final liquidation of the corporation, obligations shall be paid and assets distributed in conformity with the laws of the State of Montana.

ARTICLE XII

CONFLICTS

These Bylaws are set forth to comply with the requirements of Section 70-23-307 and Section 70-23-308, Montana Code Annotated. In case any of these Bylaws conflict with the provisions of such statutes, the Declaration of Condominium under the Montana Unit Ownership Act, the provisions of such statute or of the said Declaration, as amended, as the case may be, shall control.

When recorded, return to:
Dan Bermingham, President
3049 Atherton Lane
Butte, MT 59701

CERTIFICATE OF AMENDMENT

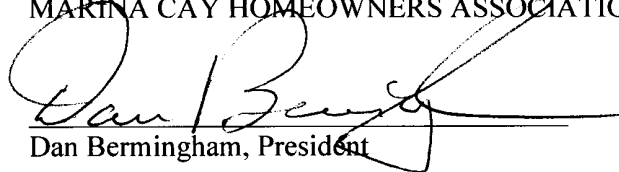
I, Dan Bermingham, sign and swear to the truth of this Certificate of Amendment as President of MARINA CAY HOMEOWNERS ASSOCIATION, INC.

I hereby certify that the attached, following Fifth Amendment and Restatement of the Declaration of Condominium for Marina Cay Condominiums sets forth in full the amendment and restatement adopted in a vote duly held at a meeting beginning on June 1, 2013, after sixty (60) days advance written notice, pursuant to the provisions of said Association's Articles of Incorporation and Bylaws, and Members casting the votes of seventy-five percent (75%) or more of the shares affirmatively voted for the adoption of the attached, following Fifth Amendment and Restatement of the Declaration of Condominium for Marina Cay Condominiums.

I, Joni W. Kemp, as Secretary of said Association sign and attest to the truth of the above statements.

DATED this 23 day of September, 2013.

MARINA CAY HOMEOWNERS ASSOCIATION, INC.


Dan Bermingham, President



and Restatement of the Revised Bylaws was duly adopted and approved by the affirmative vote of 75% of the shares eligible to vote on this 24 day of Sept, 2013.

President

Joni W. Kemp
Secretary

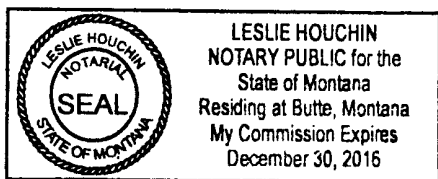
STATE OF MONTANA

SS:

County of Silver Bow

On this 23 day of September, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Dan Bermingham, known to me to be the President of MARINA CAY HOMEOWNERS ASSOCIATION, INC., and he signed and swore to the truth of the above Third Amendment and Restatement of the Revised Bylaws, and acknowledged to me his signature as agent of said corporation.

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



Leslie Houchin

Print name:

Notary Public for the State of Montana

Residing at Butte, Montana

My commission expires 12-30-2016

STATE OF MONTANA

SS:

County of _____

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the Secretary of MARINA CAY HOMEOWNERS ASSOCIATION, INC., and he/she signed and swore to the truth of the above Third Amendment and Restatement of the Revised Bylaws, and acknowledged to me his/her signature as agent of said corporation.

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

See Attached

Print name:

Notary Public for the State of Montana

Residing at _____, Montana

My commission expires _____

Third Amendment and Restatement of the Revised Bylaws of
Marina Cay Homeowners Association, Inc. -- Page 26 of 26

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Luis Obispo

On September 24, 2013 before me, Melissa Marie Avina, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Joni W-Kemp
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

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