

RETURN TO:
BROOKSTONE DEVELOPING, LLC
PO BOX 271
LIVINGSTON, MT 59047

399328 Fee: \$73.00 Page(s): 9

Park County, MT Recorded 8/8/2017 At 2:47 PM
Maritza H Reddington , Clk & Rcdr By JB JS Return To:
BROOKSTONE DEVELOPING LLC PO BOX 271
LIVINGSTON, MT 59047

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF BROOKSTONE MAJOR SUBDIVISION**

This Declaration of COVENANTS AND RESTRICTIONS OF BROOKSTONE MAJOR SUBDIVISION is made this 8th day of August, 2017, (the "Effective Date") by BROOKSTONE DEVELOPING, LLC, PO Box 2071, Livingston, MT 59047, on a tract of land described as Subdivision Plat No. 610, according to the official plat thereof on file and record in the office of the County Clerk and Recorder, Park County, Montana under Document #399279, hereinafter referred to as the "Subdivision". All residential tracts in the Subdivision are subject to all Provisions, Covenants, Conditions and Restrictions in this Declaration.

WHEREAS, it is desired to maintain above-described real property as hereafter set forth. Now, therefore, the Owners of the real property described above for the use and benefit of themselves and any persons claiming and to claim any part of the above-described real property by, through, or under them, hereby declare, represent, agree, restrict and covenant that the use, enjoyment, and ownership of the above-described real property, shall be and the same is restricted and limited:

GENERAL PURPOSES OF THE COVENANTS

Declarant now owns certain real property described above and is imposing these Covenants and Restrictions on the property as required by the State of Montana, the City of Livingston, Park County, Montana.

This Subdivision is subjected to the Declaration of Covenants, Conditions, Easements and Restrictions of the Brookstone Subdivision to ensure property use and appropriate development and improvement of this Subdivision and every part thereof; to protect each and every Owner of any part of this Subdivision against such use of Lots in this Subdivision as may depreciate the value of their property; to guard against the erection thereof of buildings built of improper or unsuitable materials; to ensure adequate and reasonable development of this Subdivision and the use and enjoyment of property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a type and quality of improvement in this Subdivision consonant with the Covenants. It is the intention and purpose of these Covenants to assure that all Dwellings in this Subdivision shall be of a quality of design, workmanship,

and materials approved by the Architectural Review Committee. It is understood and agreed that the purpose of architectural control is to secure an attractive harmonious residential development having continuing appeal. Additionally, all developable lots within this Subdivision will be subject to individual site plan review and development standards by the City of Livingston and all current City of Livingston zoning and building codes and development standards will apply.

ARTICLE 1. DEFINITIONS

The following words shall have the following meanings when used in this Declaration and shall comply with the City of Livingston's current zoning code definitions:

"ARCHITECTURAL REVIEW COMMITTEE" shall mean the committee, composed of three (3) members appointed by the Developer, whose function and responsibilities are set forth hereafter in these Covenants.

"ASSOCIATION" shall mean the Brookstone Subdivision, a non-profit corporation, organized and existing under the laws of the State of Montana, its successors or assigns. Each owner of a LOT within the Subdivision shall be a member.

"BROOKSTONE MAJOR SUBDIVISION" shall mean that name by which the tract, which is the subject of this Declaration, shall be known. The Brookstone Major Subdivision is hereinafter called the "Subdivision".

"COMMON AREA" shall mean areas belonging to the Association, including easements of the Association for utilities.

"DECLARANT" shall mean and refer to Brookstone Subdivision and its successors and assigns.

"LOT of RECORD" shall mean a lot which is part of a subdivision recorded in the office of the County Clerk and Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

"OWNER" shall mean a person, partnership, corporation or other legal entity who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

ARTICLE II. GENERAL USE AND RESTRICTIONS

In general, every Lot in the Subdivision so designated on the recorded plat shall be used for high density residential or single-family residential development to provide adequate sites for multi-family developments, including townhomes, condominiums, apartments, and row-houses.

Occupancy of a Partially Completed Dwelling. No Dwelling constructed on any Lot in the Subdivision shall be occupied or used for residential purposes or human habitation until the Owner has received certification for occupancy by the appropriate governmental agencies.

Building Height. No Dwelling, excluding basements, having a height in excess of forty-five (45) feet, shall be erected.

Placement of Dwellings. All residential Dwellings shall be located within the designated building envelope shown on the recorded plat. If the Dwelling unit to be constructed exceeds the designated

building envelope dimension, the Architectural Review Committee shall work with the Owner and the City of Livingston on siting the Dwelling.

Quality of Construction. No second-hand materials shall be used on the construction of any Dwelling or garage.

Building material: Buildings shall have earth tone colored exteriors. No neon or bright colors.

Diligence in Construction. Every Dwelling or garage whose construction or placement on a Lot in the Subdivision is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has been partially or totally destroyed by fire or other act of God shall be allowed to remain in such condition for more than two (2) months from the time of such destruction or damage.

Mail Boxes. The Developer will erect a central mailbox at a location for all residential Lots, as approved by the US Postal Service. The location will be coordinated with the Postal Service.

Maintenance of Lots and Improvements. To preserve and enhance the natural beauty of the Subdivision, the Owner of each Lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly. Specifically, each Lot Owner shall do the following with respect to his/her Lot:

1. Mow the lawn at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds, and to maintain vegetation, other than trees, flowers, and shrubs, at an average height or not more than six (6) inches;
2. Remove all debris and rubbish;
3. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development;
4. Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly; and
5. Remove snow and ice from the driveway and sidewalk within Lot Owner's designated Lot, so that same is maintained in a safe and passable condition for other persons residing in or visiting the Subdivision.

Vehicles. No junk vehicles of any nature shall be parked or stored on any part of any residential Lot in the Subdivision for more than seventy-two (72) hours except within an enclosed garage. No vehicle or equipment of any kind or nature shall be maintained, overhauled or repaired on any Lot or on any street adjacent thereto, unless the same is fully enclosed in a garage; provided, however, that necessary construction equipment may be stored on a Lot during such period when said equipment is actually necessary for the construction process.

Recreational Vehicles: All campers, trailers, motor homes, boats and all other recreational vehicles shall only be parked on the owner's lot. In no event shall such equipment be parked on roads, nor shall any equipment be parked such that it is visible from the streets or adjacent lots for a period exceeding 30 days. Storage or location of such equipment shall occur in an enclosed garage or other screened area with such garage or screen having been approved by the Architectural Review Committee.

Easements. Developer has declared, granted and reserved certain Easements on the recorded plat of this Subdivision for the benefit of each and all of the Lots, parcels and lands located in this Subdivision.

Noxious Weeds. The Developer shall comply with the weed control plan on file with the Park County Weed Control Board. Each Lot Owner is responsible for weeds on their Lot; Homeowners' Association is responsible for weeds on dedicated open space.

Fences: The Owner of each tract shall be responsible for the maintenance of boundary fences. Fences shall comply with City of Livingston zoning requirements.

Outdoor Lighting: All outdoor lighting shall be subdued, and down-lighting techniques shall be used.

No illegal, noxious or offensive activities shall be permitted on any Lot in the Subdivision, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Subdivision.

Garbage and Other Refuse. No Lot Owner shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the unsightly accumulation out of doors of such refuse or garbage on his Lot.

Model Homes. The Developer shall allow the permitting and construction upon any said lot a Dwelling house that is to be used as a model home or 'spec' home. Written consent of the Architectural Review Committee of the model homes building plan is required.

Maintenance of Driveways and Walkways. The Owners of the Lots in this Subdivision shall be responsible for the repair and maintenance of any driveway on their Lot. The duty of the Owners to repair and maintain said driveways shall also include the expeditious removal of snow, plant or weed overgrowth, or debris which may be found thereon from time to time.

Construction of the public sidewalks is the responsibility of the individual lot owner(s) and shall be completed within one year of occupancy of any structure on the individual lot.

No satellite dish having a diameter in excess of eighteen (18) inches shall be installed, placed, or erected on any Lot in the Subdivision.

The Brookstone Subdivision has an associated water right from the Livingston Ditch Water User's Association. The Water Purchase Contract is attached as Exhibit A.

Each Owner of a Subdivision Lot assumes the burden and expense of supplying or extending electricity, telephone, water and sewer facilities or other utilities for his use. The Lot Owner shall pay the cost of hooking up his improvements to the appropriate utility mains or supply lines. All utility lines and main extensions shall be underground.

Locates Required Prior to Construction. Each individual Lot Owner is reminded that state law requires 48-hour utility (One-Call) notification prior to commencing construction. Lot owners shall be responsible and liable for all actions of their contractors regarding damage to Subdivision utility mains and lines and asphalt roadways during construction.

All pet owners must keep their yard clean and free of feces in order to maintain a non-offensive odor.

Homeowners' Association and Developer Not Liable. Neither the Homeowners' Association, the Developer, nor either member as individuals shall be held liable for any actions related to pets within the Subdivision.

Each owner shall assume all responsibility for such owner's tenants, guests, and invitees as pertaining to compliance with the Subdivision Covenants and Homeowners' Association regulations. It shall be the responsibility of each owner to provide a Tenant with a copy of this Declaration at the time tenant occupies the property.

Future owners can not oppose future Street Improvement Districts (SIDs) as per City of Livingston requirements.

ARTICLE III. BROOKSTONE ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee shall initially consist of the following three (3) members:

1. Jana Mantzey
2. Kenneth Mantzey
3. TBD

The Architectural Review Committee shall be comprised of the Developer and developer's declarants and shall maintain a three-person board.

Power of Committee. Generally, no Dwelling, building structure or improvement of any type or kind shall be constructed or placed on any Lot in the Subdivision without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed by Developer.

The Committee may refuse by majority vote (i.e. 2/3 vote of the Committee members) to grant permission to construct, place or make the requested improvement, when:

- The plans, specifications, drawings or other material submitted are themselves inadequate for incomplete, or show the proposed improvement to be in violation of these Covenants; or
- The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or
- The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other owners.

The Committee may allow reasonable variances or adjustments of these Covenants where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Covenants, and no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Development.

Submission of Plans Before Construction. Prior to the construction or placement of any Dwelling residence or accessory buildings or other improvements on a Lot, a plan of the design, size, color, location and use shall be first submitted to the Architectural Committee, who shall determine whether the plans confirm with the spirit of these Covenants. The Architectural Committee shall, within ten (10) days, either deny or approve the plan in writing addressed and delivered to the Lot Owner. The plan shall

consist of a drawing to scale of the improvement and location with sufficient detail for the Architectural Committee to determine its size, color, use and location, and conformance with these Covenants.

Duties of Committee. The Committee shall approve or disapprove all applications of Lot Owners to build improvements. One (1) copy of all submitted material shall be retained by the Committee for its permanent files. Notification as to approval or disapproval shall be mailed to the applicant within thirty (30) days after the date of filing of complete plans, specifications, and other material by the applicant. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons. In the event the Architectural Review Committee fails to approve or disapprove within thirty (3) days after submission of the final plans, specifications and other material, as required herein, and no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall be deemed to have been given. The Architectural Review Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for information comment prior to the submittal of architectural drawings and specifications for approval.

Liability of Committee. Neither the Architectural Committee, nor the individual members thereof, nor the Developer may be held liable to any person for any damages for any action taken pursuant to these covenants, including, but not by way of limitation, damages which may result from assessments, correction, amendment, changes, or rejection of plans, the issuance of building permits, or any delays, associated with such action on the part of the Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Covenants and applicable regulations.

ARTICLE VI. ASSOCIATION

An association is hereby established known as the "Brookstone Homeowner's Association" located at PO Box 2071, Livingston, MT 59047, herein after referred to as "HOA". Said Association may be incorporated under a different name as may be approved by the Montana Secretary of State.

The Owners of any Lot subject these Covenants, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Covenant and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer with respect to these Covenants, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, and with the Owners and subsequent Owners of each of the Lots affected by these Covenants to keep, observe, comply with and perform such Covenants and agreements.

This Declaration and all the rights, powers and duties hereunder shall be binding upon the successors and assigns of the Developer, whether voluntary or involuntary, by operation of law or otherwise. The successors and assigns of the Developer shall be bound by this Declaration.

The Restrictions and Limitations herein set forth are to be construed as Covenants running with the land and shall be binding on all parties and all persons claiming any part of the above-described real property for a period of twenty (20) years from the date first recorded in the office of the Clerk and Recorder of the County of Park, State of Montana, after which time they shall be automatically extended for successive

periods of ten (10) years. These Covenants and Restrictions cannot be changed except by an instrument in writing signed by a majority of the property owners (as described below) and approved by the governing body of Park County, and then recorded in the office of the County Clerk and Recorder of Park County, Montana. The Covenants listed in the Conditions of Approval and only the Covenants listed in the Conditions of Approval shall be changed with the consent of the governing body of Park County.

The record Owners in fee simple of the residential Lots in the Subdivision may revoke, modify, amend or supplement in whole or in part of all of the Covenants and Conditions contained in this Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

- A. Any such change or changes may be made effective at any time within ten (10) years from the date of recording of this Declaration, if the record Owners in fee simple of at least three-fourths (3/4) or seventy-five percent (75%) of the Lots in this Subdivision and the Developer consents thereto, and approval is given by the governing body of Park County.
- B. Any such change or changes may be made effective at the end of such initial twenty (20) year period or any such successive ten (10) year period if the record Owners in fee simple of at least two-thirds (2/3) of the Lots consent thereto at least two (2) years prior to the end of any such period and approval is given by the governing body of Park County.

A recordable certificate by an accredited abstractor or title guaranty company doing business in Park County, Montana, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in this Subdivision and shall run with the land and bind all persons claiming by, through or under any one or more of them,

Enforcement. If any LOT owner fails to maintain its LOT in accordance with the foregoing in such a manner as may be deemed necessary by Declarant to preserve and protect the value and attractive appearance of the LOT, then Declarant may give such LOT owner written notice of the work or repair required to be carried out or undertaken and diligently pursued within thirty (30) days from the date of such notice. Should such LOT owner fail to carry out such maintenance and repair, Declarant, through its authorized agent or agents shall have the right and power to enter onto such LOT and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to LOT owner. The Lot owners of any part of the property on which such work is performed shall be jointly and severally liable for the cost of such work and shall promptly reimburse Declarant for such cost.

The cost of any abatement, remedy or removal hereunder shall be a binding personal obligation on any Owner or Occupant in violation of any provision of this Declaration, as well as a lien (enforceable in the same manner as a trust indenture) upon the Lot in question.

Every one of the Restrictions, Limitations or Covenants herein is hereby declared to be independent of, and severable from, the rest of the Covenants, and from every combination of the Covenants. Therefore, if any of the Covenants shall be held to be invalid or to be unenforceable by judgment or court order, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability of any other one of the Covenants which shall remain in full force and effect.

Annual meeting of the Association shall occur on the first Monday of March. Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, a special

meeting shall be held upon call of 50% of the owners. Special meetings shall require seven (7) days' notice in writing. Notice of annual and special meetings shall be mailed to all owners at the address for each owner. Each owner is required to provide to the Board upon ownership of said LOT a current and adequate mailing address for such notifications.

At the annual meeting, the members shall review and approve a budget for the next year, shall elect Directors to fill expired term or vacant positions, and shall conduct such business as shall be reasonable or necessary to carry out the purpose of the Association. The members shall have the authority to set the number of Directors, which number shall not be less than three (3) or more than seven (7).

The annual meeting of the Board of Directors shall take place immediately after the annual meeting of the members. At the annual Board of Directors meeting, Directors shall elect a President, Vice President and Secretary/Treasurer for the Association. The Board of Directors shall serve for a term to be set by the simple majority of the membership but not for less than one (1) year.

The Board of Directors shall have the authority and power to act responsibly on behalf of the Association and its membership to reasonably carry out all duties necessary for the care, maintenance, and protection of the Subdivision including but not limited to: easements, open spaces, and fences.

Duties of each of the offices shall be as follows:

President – The President shall preside over all meetings of the HOA. He or she shall call the membership together whenever necessary. The President shall be the general administrative and executive office of the HOA and shall perform such duties as may be specified and exercise such powers as may be delegated to the office of President by the Board of Directors.

Vice President – The Vice-President shall exercise the powers of the President in the absence of the President.

Secretary – The Secretary shall give notice of all meetings and shall keep a record of the proceedings of all meetings. The Secretary shall be authorized to sign on behalf of the HOA all records, documents and instruments when such are authorized to be signed by the HOA.

Treasurer - The Treasurer shall keep and maintain adequate records and accounts of all financial accounts, properties, and business of the HOA including assets, liabilities, receipts, disbursements, gains and losses of the HOA. The Treasurer shall prepare and report such periodic accountings as shall be required by the HOA.

Assessments. The purpose of assessments shall be to promote and maintain the recreation, health, safety, convenience, and welfare of the owners for the maintenance and improvements of easements, open space, stormwater ponds and associated facilities, and for any other purpose expressed or implied in these conditions.

The annual assessments shall reflect the cost per Lot and shall not substantially exceed the projected and budgeted actual and reasonable costs to be incurred by the Association for the upcoming year.

Each Owner, whether or not it is expressed in any deed or contract, is deemed to have agreed to these conditions and to pay to the Association:

- Monthly or Annual assessments or charges; and
- Special assessments for capital improvements and reserve assessments, such assessments to be established and collected as hereinafter provided.

At each annual meeting of the members of the Association, the Directors shall present a proposed budget of the estimated expenses for the Association for the coming year to the members for review, discussion, amendment, comment and approval. The members shall approve or amend the proposed budget by a majority vote of the members present or voting by proxy. After the annual meeting, the Board of Directors shall set the amount of the assessments and the date(s) due for the coming year to cover the budget approved in the manner herein set forth.

The Association may level special assessments for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, or other capital improvements on the properties and open space provided that any such assessment shall have the approval of two-thirds (2/3) or more of all the votes of the members who are present in persons or by proxy at a meeting duly called for that purpose.

Due dates for the annual and special assessments shall be on the date determined by the Board of Directors. Any assessment not paid within thirty (30) days of the due dates shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action at law against the owners obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open space or by abandonment of their lot.

Any change of these Conditions shall be effective upon the filing and recording of such an instrument in the office of Park County Clerk and Recorder. Any change in Conditions shall not affect existing structures and uses of the lots.

Brookstone Developing, LLC

By: Jana Mantzey 8-8-17
Jana Mantzey, Member Date

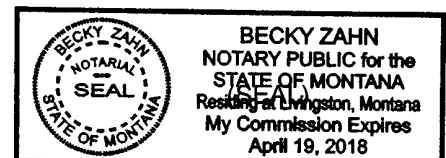
By: Kenneth D Mantzey 8-8-17
Kenneth Mantzey, Member Date

State of Montana
County of Park

On this 8th day of August, 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Jana Mantzey, Member of Brookstone Developing, LLC and Kenneth Mantzey, Member of Brookstone Developing, LLC, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Becky Zahn (SIGNATURE)
Printed Name: Becky Zahn
Notary Public in and for the State of Montana
Residing at Livingston
My commission expires: 4-19-2018



Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

416590 Fee: \$420.00 Page(s): 60

Park County, MT Recorded 7/9/2020 At 4:29 PM
Maritza H Reddington , Clk & Rcdr By JB PS Return To:
COPA CONSULTING LLC 5024 S ASH AVE #102
TEMPE, AZ 85282

DECLARATION and BYLAWS

for

BROOKSTONE CONDOMINIUM

DECLARATION

for

BROOKSTONE CONDOMINIUM

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CERTIFICATE OF NAME

The undersigned being the duly authorized agent of the Department of Revenue of the State of Montana within the County of Park, herewith executes the following certificate relating to BROOKSTONE CONDOMINIUM, situated as follows:

Lot 15 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

1. That the name BROOKSTONE CONDOMINIUM, is not the same as, similar to or pronounced the same as a word in the name of any other property or subdivision within Park County, except for the word "Condominium", and
2. All taxes and assessments due and payable for the said BROOKSTONE CONDOMINIUM, have been paid to date.

Dated: 6/23/20

Maureen Ruggles PVS
Montana Department of Revenue

CERTIFICATE OF FLOOR PLANS

The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for Units 408A, 408B, 408C and 408D of BROOKSTONE CONDOMINIUM, situated on Lot 15 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said Units 408A, 408B, 408C and 408D of BROOKSTONE CONDOMINIUM as of this date, and that such floor and site plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor and site plans render hand representation of the actual buildings containing Units 408A, 408B, 408C and 408D of BROOKSTONE CONDOMINIUM as built.

Dated: 6/11/2020



Cole Robertson
Licensed Professional Architect
License No. 11006

CITY OF LIVINGSTON

CERTIFICATE OF EXEMPTION FROM SUBDIVISION REVIEW

I, Jim Woodhull, Director of Building, Planning and Code Enforcement, do hereby certify that the Declaration for Brookstone Condominium, submitted by BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, pursuant to Title 70, Chapter 23, Montana Code Annotated, is exempt from review under the Montana Subdivision and Platting Act pursuant to Section 76-3-203, MCA.

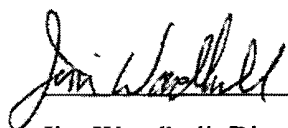
The condominiums are to be located on the following described real property:

Lots 1, 2, 3, 4, 5, 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

The address of Phase I of the condominium are 408 Brookline Street, Livingston, Montana 59047, subject to the expansion provisions set forth in the Declaration.

The Declaration is exempt because the condominiums are to be constructed on land that: (1) was expressly contemplated for the construction of condominiums OR; (2) the condominium proposal is in conformance with applicable local zoning regulations.

DATED this 23 day of June, 2020.



Jim Woodhull, Director of Building, Planning and Code Enforcement



July 2, 2020

Evan Moppert
Schwasinger & Fallaw
517 South 22nd Avenue Suite 2
Bozeman MT 59718

RE: Brookstone Condominium
Municipal Facilities Exclusion
EQ# 20-2417
City of Livingston
Park County

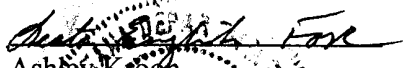
Dear Mr. Moppert;

This is to certify that the information and fees received by the Department of Environmental Quality relating to this subdivision are in compliance with 76-4-127, MCA. Under 76-4-125(1)(d), MCA, this subdivision is not subject to review, and the Declaration can be filed with the county clerk and recorder.

Plans and specifications must be submitted when extensions of municipal facilities for the supply of water or disposal of sewage are proposed 76-4-131. Construction of water or sewer extensions prior to DEQ, Public Water Supply Section's approval is prohibited, and is subject to penalty as prescribed in Title 75, Chapter 6 and Title 76, Chapter 4.

Brookstone Condominium Municipal Facilities Exclusion will consist of (18) Eighteen Lots and (72) Seventytwo Single Family Units.

Sincerely,


Ashley Krohn
Department of Environmental Quality
Engineering Bureau
Public Water & Subdivision Review
(406) 461-9844
email akrohn@mt.gov

cc: City Engineer
County Sanitarian
Owner
file

CONSENT OF MORTGAGEE

COMES NOW, RS FUNDING, LLC, as the Beneficiary/Lender under that certain Montana Trust Indenture wherein COPA CONSULTING, LLC, an Arizona, LLC, was Grantor, FIRST AMERICAN TITLE COMPANY OF MONTANA, was Trustee, and RS FUNDING, LLC was Beneficiary/Lender recorded on September 24, 2019 as Document No. 411794 in the office of the Clerk and Recorder of Park County, Montana against the following described real property:

Lot 15 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

AND HEREBY CONSENTS to the submission of the above described real property to condominium ownership and to the recording of the Declaration and Bylaws for Brookstone Condominium set forth herein.

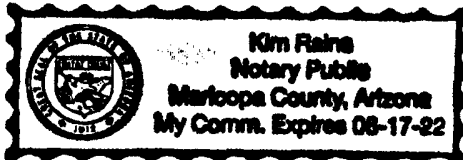
DATED this 19th day of May, 2020.

RS FUNDING, LLC, by

Nolan Ryan
Nolan Ryan, Authorized Signer

STATE OF AZ.)
: ss.
County of Maricopa

On this 19 day of May, 2020, before me, a Notary Public in and for said State, personally appeared NOLAN RYAN, Authorized Signer of RS FUNDING, LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



Kim Rains
Printed Name: Kim Rains
Notary Public for the State of AZ.
Residing at 13841 Wilshire Ave Sun City, AZ
My commission expires: 6/17/22

**DECLARATION FOR
BROOKSTONE CONDOMINIUM**

THIS DECLARATION is hereby made and entered into this 20th day of May, 2020, by BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," whereby the lands and property hereinafter described are submitted to the provisions of Chapter 23, Title 70, MCA, also known as the "Unit Ownership Act" as a condominium.

The property subject to this Declaration shall be known as BROOKSTONE CONDOMINIUM. The current address of BROOKSTONE CONDOMINIUM is 408 Brookline Street, Livingston, Montana 59047, subject to the expansion provisions set forth in Paragraph IV below.

I.

DEFINITIONS

Unless the context expressly provides otherwise, the following definitions shall pertain throughout this Declaration and in the interpretation thereof:

1. Aggregate Voting shall mean the entire number of votes or persons present or available to vote in person or by proxy in a particular circumstance.
2. Association or Brookstone Condominium Owners Association shall mean all of the Unit Owners acting as a group and in accordance with duly adopted Bylaws and this Declaration.
3. Board or Board of Directors shall mean the Board of Directors of the Association as more particularly defined in the Bylaws.
4. Building shall mean a multiple Unit building or buildings comprising a part of the property.
5. Bylaws shall mean the Bylaws promulgated by the Association under this Declaration and the Unit Ownership Act.
6. Common Elements shall mean both General Common Elements and Limited Common Elements.
 - a. General Common Elements include all those elements which are for the use of all Unit Owners and guests of Unit Owners of Brookstone

Condominium. Specifically included are: grounds surrounding the Buildings, the land on which the Buildings are located, paths, sidewalks and walkways, any portion of the parking areas not specifically allocated to a particular Unit, any irrigation system placed on the property for landscape maintenance, any portions of the Buildings designated on the floor plans as common to all Units, electrical, gas, telephone, water and sewer lines and connections serving all of the Units, landscaping, plants and other materials and improvements separate from and outside of the Buildings containing the Units, and other elements necessary for the safety, maintenance and existence of BROOKSTONE CONDOMINIUM in which each Unit Owner shall have his or her designated percentage of interest, as set forth in Paragraph IV below.

b. Limited Common Elements as used in this Declaration shall mean those Common Elements which are reserved for the use of fewer than all of the Owners and guests of Unit Owners of BROOKSTONE CONDOMINIUM, to the exclusion of other such Owners and guests. As to any given Unit Owner or Owners, Limited Common Elements shall mean the Common Elements which are located within or affixed to the Building containing his or her Unit, and which are for the use of the Unit Owners and guests of that Unit in which the elements are located or situated on the real property known as BROOKSTONE CONDOMINIUM.

Specifically included are: flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical, gas, cable television lines, hot and cold water pipes (all such utility pipes and lines are Limited Common Elements where they service only one or two Units; where they service all Units, they shall be General Common Elements), stairways, balconies, entrances, stoops, furnaces, patios, decks, driveways, boilers, hot water tanks, and fixtures, or other portions of the Building servicing only a particular Unit or less than all of the Units. The percentage of a Unit's interest in a particular Limited Common Element shall be computed by taking the square footage of such Unit and dividing that number by the total square footage of all Units with an interest in such Limited Common Element.

7. Common Expenses shall mean expenses of administration, maintenance, repair or replacement of General Common Elements, expenses agreed upon as common by the Association of all Unit Owners, and expenses declared common by the Unit Ownership Act.
8. Declaration shall mean this document and all parts attached thereto or incorporated by reference.
9. Limited Expenses shall mean the expenses attributable to the maintenance, repair and replacement of Limited Common Elements, and are expenses

only for Owners of Units within the respective Building for which the expenses are accrued.

10. Manager shall mean the manager, the Board of Directors, management corporation, or any other person or group of persons retained or appointed by the Association of Unit Owners for the purpose of conducting the day-to-day operations of BROOKSTONE CONDOMINIUM.
11. Property shall mean the land, Buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the provisions of the Unit Ownership Act.
12. Recording Officer shall mean the county officer charged with the duty of filing and recording deeds, mortgages and all other instruments or documents relating to this Declaration and the property which is its subject.
13. Unit shall be the separate condominium Units of BROOKSTONE CONDOMINIUM and is a parcel of real property including and containing one or more rooms occupying one or more floors or a part or parts thereof, intended for any type of independent use, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.
14. Unit Designation shall mean the combination of letters, numbers, or words which identifies the designated Units. Units are designated by Unit letter and Building number as Units 408A, 408B, 408C and 408D.
15. Unit Owner or Owners shall mean the person or persons owning a fee simple absolute, or one who is a co-owner in any real estate tenancy relationship that is recognized under the laws of the State of Montana, in one or more Units of BROOKSTONE CONDOMINIUM.

II.

REAL ESTATE

Description

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows, subject to the expansion provisions of paragraph IV below:

Lot 15 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of

record in the office of the County Clerk and Recorder, Park County, Montana.

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is located within a growth policy area of a second-class municipality and qualifies for a municipal facilities subdivision review exclusion in accordance with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. **Land divisions excluded from review** (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. **Exemption for certain condominiums and townhouses.** Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase I of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 408A, 408B, 408C and 408D. Additional phases are planned to be added pursuant to the expansion provisions in paragraph IV below. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of BROOKSTONE CONDOMINIUM, shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising Phase I of the condominium are contained in one (1) Building subject to the expansion provisions of paragraph IV below.

Encroachments

If any portion of the General Common Elements or Limited Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of any Unit encroaches upon the General Common Elements, or Limited Common Elements, or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the General Common Elements, the Limited Common Elements, or on the Units for the purpose of marketability of title.

Parking

The paved areas immediately in front of a Unit's garage shall be for the exclusive use of the owner of such Unit. Use and assignment of any other parking areas shall be pursuant to regulation of the Association provided that no assignment by the Association shall be made for the benefit of any Unit Owner which discriminates against another Unit Owner without the latter's consent. Unit Owners shall use their garages for their primary parking.

Unit Boundaries

Each Unit shall include the part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

- a. Upper and Lower Boundaries: the upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 1. Upper Boundary: the plane of the lowest surfaces of the ceiling joists of the uppermost floor for all Units.
 2. Lower Boundary: the plane of the highest surface of the floor joists of the lowest floor for all Units.
- b. Perimetrical Boundaries: the perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries;
 1. Exterior Building Walls: the plane of the innermost interior surface of the exterior walls of the Buildings except that such boundary shall be extended so as to include within it all windows and doors in the Unit.

2. Interior Building Walls: the vertical planes of the centerline of the walls bounding a Unit extended to an intersection with other perimetrical boundaries. Where walls between Units are of varying thicknesses, the plane of the centerline of a boundary wall shall be the median line drawn between the two outermost boundaries of such wall.

III.

EASEMENT, COMMON ELEMENT--INTERIOR REMODELING

Common Element Easements

A nonexclusive right of ingress, egress and support through the Limited Common Elements within the Building is appurtenant to each Unit, and all of the General Common Elements are subject to such rights.

Easement for Utilities

Each Unit may have its air space penetrated by electrical wires and lines, gas lines, mechanical equipment including air handling ducts, hot and cold water lines, waste water lines and vents and other utility and mechanical lines, pipes or equipment. A non-exclusive easement shall exist through, over and across each Unit for inspection, installation, maintenance, replacement and repair of such utility lines and mechanical equipment for the use of all of the Unit Owners or the Unit Owners being serviced by the air space being penetrated by such lines and/or equipment to a minimum, ingress and egress for the purpose of such inspection, installation, maintenance, replacement or repair of such easement rights shall only be done under the direction and approval and with the authority of the Owners Association and/or the Manager unless an emergency exists in which event any action may reasonably be taken which is justified under the circumstances to minimize damage which would otherwise occur as a consequence of such emergency.

Interior Remodeling

Each Unit Owner shall have the exclusive right to paint, repaint, tile, wax, paper, panel, carpet, brick or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his or her own Unit, and the interior thereof, so long as such Owner does not affect the structural integrity of the Building in which his or her Unit is located.

IV.

OWNERSHIP AND VOTING - EXHIBITS - USE

Percentage of Interest

Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his or her Unit. Additionally, each Unit Owner shall have a percentage of undivided interest in the General Common Elements of BROOKSTONE CONDOMINIUM. Such percentage represents his or her ownership interest in the General Common Elements and his or her liability for Common Expenses. Each Unit shall have one voting interest. The percentage of interest in the General Common Elements for the respective Owners shall be computed by taking the square footage of each Unit at the date of filing this Declaration and dividing it by the total square footage of all the Units having an interest in the General Common Elements of BROOKSTONE CONDOMINIUM. Such percentage of interest owned by each of the Units in BROOKSTONE CONDOMINIUM shall be according to the percentages set forth below:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
Unit 408A	1,414*	20.8% [†]
Unit 408B	1,985*	29.2% [†]
Unit 408C	1,985*	29.2% [†]
Unit 408D	1,414*	20.8% [†]
TOTAL	6,798*	100.00%[†]

[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

Expansion Provisions

The Declarant may, from time to time, in phases, construct up to sixty-eight (68) additional Units in seventeen (17) additional Buildings on Lots 1, 2, 3, 4, 5, 6, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21 and 22 of Brookstone Major Subdivision - Final Plat, Subdivision

No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana for a final total for the entire condominium not to exceed seventy-two (72) Units. There shall be no more than one (1) building per Lot. The Declarant's right to expand the condominium shall expire no later than seven (7) years after the recording of this Declaration.

At such time as Declarant wishes to add such additional Units to this condominium regime, Declarant shall record, for each phase, in the office of the Clerk and Recorder of Park County, Montana, a Supplemental Declaration containing:

- a. The legal description of any real property added to the condominium;
- b. A site plan showing the Building or Buildings added to the condominium regime and showing the Common Elements of the condominium;
- c. A designation of the Units within the Buildings to be constructed with the same to be shown on the site plan to be recorded;
- d. Floor plans showing the Units to be contained within the additional Buildings to be constructed and added to this condominium regime together with the numbers and letters given to the specific Units;
- e. A description of the Buildings and the materials of which they are constructed;
- f. A schedule of the percentage of undivided ownership of the specific Units to be added to the condominium regime in the General Common Elements, computed for each condominium Unit which, when added to the number of Units as a whole, will give the additional condominium Units, as well as the previously existing condominium Units, their respective percentages of interest in the expanded or new condominium regime;
- g. To be and remain in compliance with the provisions of Section 70-23-306, MCA, at the time of the filing of such Supplemental Declarations, a revised site plan and floor plans together with a certificate executed by an architect, land surveyor, or engineer shall be prepared and recorded, being additions to Exhibit "A", "B" and "C" herein, certifying and showing that the said floor plans fully and accurately depict the layout of the Units in the floors of the Buildings and that construction of each such additional new Building has been completed; and
- h. A description of any and all Limited Common Elements to the new Units if there shall be any changes to the description contained in the existing Declaration or any of the amendments thereto.

At the time the Declarant, or its successors or assigns, elect to file such Supplemental Declarations to this Declaration, all then existing condominium Unit Owners hereby covenant and agree that they will, upon request, join in the execution of such amendment papers agreeing, consenting and joining in such Supplemental Declaration, and further agreeing to reduce their percentage of ownership interest in the General Common Elements.

The within agreement shall be a covenant running with the land, and shall be binding upon the Owners of the then existing Units, who upon acquiring title to such Unit, by this covenant agree and consent to the filing of such Supplemental Declaration and join in the same, and by this covenant agree and consent to the appointment of either of the Declarant as its attorney-in-fact, coupled with an interest, so that the Declarant may in its discretion simply file the Declaration on its own initiative, having been herein given the power and authority to make such amendment for and on behalf of all subsequent condominium Owners in BROOKSTONE CONDOMINIUM.

After the recording of such Supplemental Declarations, all Owners of condominium Units in the property shall have a nonexclusive right and license subject to the provisions herein, to use and enjoy all of the General Common Elements of the property and all of the General Common Elements added to the condominium regime by such Supplemental Declarations. In addition, the Owners of the respective Units shall further have the nonexclusive right and license to use and enjoy the Limited Common Elements which are appurtenant and a part of their respective Units which may be added to the condominium regime which are limited to the use of less than all of the Unit Owners.

Except as otherwise specifically provided in this Declaration or in such Supplemental Declarations, all of the provisions, terms and definitions herein contained shall, upon recording of the same, be deemed expanded to include the additional Units.

In the event that Declarant determines not to add additional condominium units to this condominium regime, Declarant shall record a document with the office of the Clerk and Recorder of Park County certifying that the condominium regime is complete.

Any future condominium Units and Buildings will be consistent with the initial Units in terms of quality of construction. All Units to be added to the Condominium shall be substantially completed before such Units are added to the existing Condominium regime.

After expansion, reallocation of Unit Owners' percentage of undivided interest in the General Common Elements shall be calculated by taking the square footage of each Unit at the date of filing a Supplemental Declaration and dividing it by the total square footage of all the Units having an interest in the General Common Elements of the Condominium.

Floor Plans and Exhibits

BROOKSTONE CONDOMINIUM Phase I consists of one (1) Building and the real property described as Lot 15 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana which contain a total of four (4) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans, subject to the expansion provisions.

For identification and descriptive purposes the following Exhibits are attached and by reference hereto incorporated into and made a part of this Declaration:

Exhibit A: showing the site plan of Phase I of BROOKSTONE CONDOMINIUM and the Units on the Property;

Exhibit B: showing the main floor plan of Phase I of BROOKSTONE CONDOMINIUM and the Units on the Property;

Exhibit C: showing the upper floor plan of Phase I of BROOKSTONE CONDOMINIUM and the Units on the Property;

Construction Materials

The principal materials of construction of the Units are concrete for the foundations, footings, and slabs, wood and wood products for the framing, structural and finish work, sheet rock, composite board, wood products, and plywood for the interior, carpet, wood, wood products, vinyl, or tile for the floors, metal, fiber cement and wood-product siding for exterior wall surfaces, and rubber membrane and metal roofing on the Buildings.

Use

The use of all of the Units in BROOKSTONE CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever, except that a Unit Owner may lease or rent his or her Unit to third persons for residential use provided that the Owner Occupancy Restrictions set forth below are followed. The use of the General Common Elements shall be for the recreation and enjoyment of the Unit Owners, their guests, tenants, lessees and invitees. The Units and Common Elements shall be limited as follows:

- a. There shall be no obstruction of the Common Elements, nor shall anything be stored in or on the General Common Elements without the prior written consent of the Association. Owners with Units which have usable space in the limited common area beneath the living area of their Unit may use this space for storage provided such use does not constitute a hazard to any Unit and does not block any access beneath the Unit or obstruct any easement for utility service, or result in

cancellation or rate increase of Association insurance. Each Owner shall be obligated to maintain and keep in good order and repair the interior of his or her own Unit.

b. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste will be permitted on the Common Elements.

c. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a Building, and no sign, awning, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior written consent of the Association. Seasonal decorations that are promptly removed after the season and reasonable name plates or identification signs for individual Units may be allowed.

d. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the property by its residents. No offensive or unlawful use shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

e. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building, except as is otherwise provided herein.

f. No animals of any kind shall be raised, bred, or kept in any Unit, except that no more than a total of two (2) household pets may be kept subject to rules and regulations from time to time adopted or amended by the Association. All dogs must be kept on a leash while on the condominium property. Additionally, Unit Owners, their tenants, and any guests, shall be responsible for the immediate clean-up of any pet waste and the repair of any damage caused by pets to any of the General Common Elements or Limited Common Elements. Any pet which bites another animal or a human upon the premises shall be immediately and permanently removed unless it can be shown by clear and convincing evidence, as determined by the Board, that the animal was unreasonably provoked into such action. For purposes of the foregoing sentence, any animal which is restrained in some reasonable fashion but is approached by another animal or human shall be presumed to be the non-aggressor. Failure to timely remove the pet(s) can result in a fine not to exceed \$20.00 per day for each day the pet remains on the Property or in the Unit, which fine shall become part of the assessments for that Unit. Failure to immediately pick up after a Unit Owner's animal or an animal belonging to a

tenant of the Unit on the common area will result in a \$25.00 fine for each offense, which shall also become a part of the assessment for Unit, regardless of whether the offending animal is owned by the Unit Owner or by a tenant of the Unit. Failure of an Owner to adhere to pet regulations and requirements shall be grounds for the Association and other Unit Owners to maintain a nuisance action to remove the offending pet(s). The Association shall have the authority to ban certain breeds of dogs or individual dogs from the Condominium, provided that such actions are based upon objective criteria related to aggressive tendencies of the breed or individual dogs. In the event that an Owner leases his or her Unit to a person who has pets, the Owner of the Unit shall be responsible for the enforcement of the pet restrictions and rules, and any fines imposed shall be a charge against the Unit, for which the Association may obtain satisfaction in the same manner as if the Unit Owner failed to pay an assessment imposed against the Unit. The Association shall have the right to file a lien against the Unit and shall have the right to foreclose said lien in the same manner as provided herein.

g. Nothing shall be altered or constructed in or removed from the Common Elements, and no easements, liens or encumbrances placed on the Common Elements, except upon the written consent of two-thirds ($\frac{2}{3}$) of the aggregate voting interest of the Unit Owners affected by such action. The foregoing restriction does not apply to the Declarant while the Declarant owns any Unit.

h. If common dumpsters are not used, all garbage shall be kept in appropriate individual containers, and stored inside the garage for each Unit unless put out for collection. After collection, all garbage containers shall be placed back in the garage for each Unit. However, all garages are to be used primarily for storage of Owner's vehicles. No junk, garbage, trash, equipment, parts, metals, lumber, debris, or other waste shall be allowed on the sidewalk, entrance, or driveway for any Unit, nor on any Common Element. All garbage and trash requirements of any government agencies shall be observed. Garage doors shall be kept closed unless in use.

i. Campers, trailers, boats and other recreational vehicles may only be brought onto the condominium property or onto any street bordering the condominium property for loading and unloading for immediate use. No inoperable vehicles, and no campers, boats, recreational vehicles, or trailers, shall be left parked in the condominium parking areas or on driveways or garage parking pads or on any street bordering the condominium property for more than 24 hours at one time. Repeated parking of such vehicles or trailers is also prohibited. No one may reside in any recreational vehicles, trailers, or motor homes upon the Property. Violators of this paragraph are subject to towing and fines levied by the Board in the Board's discretion.

Exclusive Ownership

Each Owner or Owners shall be entitled to exclusive ownership and possession of their Unit. Such Owners may use the General Common Elements and Limited Common Elements in accordance with the purposes for which they are intended and this Declaration and as they may otherwise agree between themselves, so long as they do not hinder or encroach upon the lawful rights of other Unit Owners. The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium shall not be restricted by a right of first refusal or similar restriction in the Declaration and Bylaws (or any amendment thereto).

Owner Occupancy Restrictions

The ability of any Unit Owner, other than Declarant, to use his or her Unit for any purpose other than owner-occupancy is hereby restricted by the covenants and restrictions set forth herein. However, these Owner Occupancy Restrictions shall not in any way restrict the Declarant from leasing any Unit owned by the Declarant. These covenants and restrictions may limit the ability of other Unit Owners to use their Units for investment and/or rental purposes.

- a. Before any Unit Owner uses his or her Unit for any purpose other than owner-occupancy, said Unit Owner must obtain written authorization from the Board for such use. A Unit is considered owner occupied if it is occupied by at least one person on the deed to the Unit for the majority of the calendar year. No Unit may be used for any purpose other than owner-occupancy without receiving prior written approval from the Board as herein provided. The date that the Board receives an application to use a Unit for any purpose other than owner-occupancy shall be that Unit's priority date ("Priority Date").
- b. At least fifty percent (50%) of the Units in Brookstone Condominium must be owner-occupied. Although the Declarant is not limited in its use of the Units it owns by these Owner Occupancy Restrictions, Units owned by the Declarant shall be counted when calculating owner occupancy requirements applicable to other Units.
- c. The Board shall maintain a list ("Approved List") of all Units that the Board has approved for any use other than owner-occupancy. The Approved List shall contain the following information: (i) Unit designation; (ii) Unit Owner of record; and (iii) the Unit's Priority Date.
- d. The Board shall maintain a list ("Waiting List") of all Units that have applied to use their Unit for any purpose other than owner-occupancy but which were prohibited from doing so by the Board due to the Condominium reaching its maximum allowable level of non-owner-occupied Units. The Waiting List shall contain the following information: (i) Unit designation; (ii) Unit Owner of record; and (iii) the Unit's Priority Date.

e. When a space becomes available on the Approved List due to removal of a Unit from the Approved List or for any other reason, the Board shall transfer to the Approved List the Unit on the Waiting List with the earliest Priority Date.

f. A Unit shall be removed from the Approved List upon the occurrence of any of the following events: (i) the Unit Owner notifies the Board in writing to remove his or her Unit from the Approved List; (ii) the Unit becomes owner-occupied as defined herein; or (iii) equitable or legal title to the Unit is transferred to any third party, however, the following transfers shall not be considered as a transfer for purposes of being removed from the Approved List: a transfer made pursuant to testate or intestate succession; or a transfer made to a business entity or trust in which the current owner(s) is/are an owner(s) or beneficiary(ies) of said entity or trust. After removal from the Approved List, the current Unit Owner or the new Unit Owner must make new application to the Board as herein provided, and the Unit shall receive a new Priority Date.

g. If a Unit comes off of the Waiting List and onto the Approved List, such Unit must be non-owner-occupied within ninety (90) days of being added to the Approved List or such Unit shall be removed from the Approved List and must make new application to be added to the Waiting List and receive a new Priority Date.

h. In the event that two or more Units have the same Priority Date and not all such Units can be removed or added to any list, the Board shall determine the Unit to be removed or added by means of lottery to be conducted pursuant to the Board's discretion.

i. All written requests to be added to the Approved List shall be reviewed by the Board within ten (10) business days. In the event no written decision is made within ten (10) business days, the application shall be deemed denied. A Unit may not be denied listing on the Waiting List.

j. All decisions of the Board shall be considered final unless the Unit Owner makes a written appeal to the Board within five (5) business days of receiving the Board's decision and the Board subsequently overturns such decision. The Board shall have thirty (30) days to meet and render its decision on the Unit Owner's appeal, which decision shall be final.

k. The Board shall make the Approved List and the Waiting List available to all Unit Owners and their mortgagees and to all prospective purchasers of Units who request the same in writing.

l. The Board may adopt such additional rules and regulations as shall be reasonable and necessary to carry out its authority and duties under these owner occupancy provisions, provided such rules and regulations are consistent with and are in compliance with the covenants and restrictions set forth herein. Originals of

all duly adopted rules and regulations shall be kept by the Board and copies thereof shall be provided to each Unit Owner and prospective purchaser of a Unit upon request.

m. The Board shall have the authority to levy fines against Units for any violation of the owner-occupancy covenants set forth herein. Upon finding a violation of these owner-occupancy covenants, the Board may fine the Unit up to \$100.00 per day of violation. All fines shall be considered final and shall be considered an assessment and a lien against the Unit unless the Unit Owner makes a written appeal to the Board within five (5) business days of receiving the fine and the Board subsequently overturns such fine. The Board shall have thirty (30) days to meet and render its decision regarding the fine, which decision shall be final. All fines may be collected by the Association in the same manner as an assessment as set forth in this Declaration. All fines not paid within thirty (30) days shall accrue interest at the then maximum current legal rate of interest per annum on the amount of the fine from the due date thereof.

n. In the event that any Unit Owner violates these owner-occupancy covenants, the Board or any aggrieved Unit Owner shall have the right, in addition to any other rights and remedies it may have, at law, in equity or otherwise, and without the requirement of posting a bond or other security, to injunctive relief in any court of competent jurisdiction to restrain any breach or threatened breach of the covenants set forth herein and to specifically enforce the terms hereof. If it is determined by the Court that a Unit Owner has violated these owner-occupancy covenants, the Court shall have as an available remedy the ability to compel the violating Unit Owner to occupy the Unit or sell the Unit to a purchaser who shall occupy the Unit within ninety (90) days of such order. The prevailing party in such court action shall be entitled to its attorney's fees and costs.

o. No action by the Board and nothing set forth herein shall constitute a representation, warranty, or guarantee by the Board or any other person or entity that the Condominium or any particular Unit or Units qualify or will qualify for mortgage insurance or any other loan insurance program. Neither the Board, nor any member thereof, shall be liable to any person, party or entity for the failure of any Unit to qualify for any mortgage insurance program for any reason whatsoever.

p. If leasing of a Unit is permitted hereunder, the Unit Owner and the leased Unit shall remain strictly liable to the Association and other Unit Owners for all damages, claims and liabilities incurred, including, but not limited to, any damage caused to other Units and/or Common Elements by said leased Unit's lessees, guests and/or invitees. A leased Unit and its Unit Owner shall be responsible for the violations of any rule, regulation and/or covenant by the leased Unit's lessees, guests or invitees, including, but not limited to the payment of any penalties or fines levied by the Association which shall be considered an assessment and a lien against the Unit. If a Unit is authorized to be leased as herein provided, the written

lease for said Unit shall affirmatively require all lessees, occupants and guests of the Unit to strictly comply with all rules and regulations adopted by the Association and all covenants, conditions and restrictions of the Brookstone Condominium.

V.

THE ASSOCIATION

Membership

Any Owner of a Unit in BROOKSTONE CONDOMINIUM shall automatically, upon becoming the Owner of said Unit, be a member of the BROOKSTONE CONDOMINIUM OWNERS ASSOCIATION, a Montana nonprofit corporation, hereinafter referred to as the Association, and shall remain a member of said Association until such time as his or her membership in said Association shall automatically cease. The membership shall be limited to Unit Owners as defined in this Declaration.

Function

It shall be the function of the Association to:

- a. Adopt Bylaws for the governance of the Association.
- b. Make provisions for the general management and/or repairs and maintenance of BROOKSTONE CONDOMINIUM.
- c. Levy fines and assessments as provided for in the Declaration, Bylaws and Unit Ownership Act.
- d. Adopt and implement a policy for the affairs of the Association.
- e. Enter into contracts or hire personnel for the management of the affairs of the Association and the maintenance and repair of the common areas.
- f. Be responsible for the perpetual maintenance of the landscaping, common open space, parking lots, and driving lanes.

Voting

On all matters, unless excluded by this Declaration, to be decided by the Unit Owners, each Unit shall have one (1) voting interest. Multiple owners of a single condominium Unit shall collectively have such voting interest. In the event that Unit Owners of the same Unit cannot agree as to how to vote that Unit's interest, said Unit's vote shall be suspended for that particular matter. An owner of a condominium Unit, upon becoming an owner, shall be a member of the Association and remain a member for the period of his

or her Unit ownership. Except as otherwise provided in the Unit Ownership Act, this Declaration or the Bylaws, a majority of the Unit voting interest present at any meeting or by proxy shall be sufficient to act on matters brought before the Unit Owners. Meetings of the Unit Owners shall only be conducted when a quorum is present, as defined in the Association Bylaws.

Failure to Comply

Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all costs, including attorney fees incurred in connection therewith, which action shall be maintainable by the Manager in the name of the Association, on behalf of the Owner, or in the proper case, by an aggrieved Owner. Each Unit Owner shall also comply with any applicable subdivision covenants, rules and regulations for the subdivision in which the Condominium is located.

Fines

The Association, acting through the Board or the Manager, shall have the authority to levy fines against Units for any violation of the covenants set forth herein or for any violation of the rules and regulations duly adopted by the Board. Violations caused by a tenant shall be assessed against the occupied Unit and shall be the responsibility of the Unit Owner. For each violation, the Unit Owner may be fined according to the following fine schedule:

First Offense:	\$25.00
Second Offense:	\$50.00
Third Offense and More:	\$100.00

The fine schedule may be amended by the Board at any duly called meeting provided it is thereafter approved by at least sixty percent (60%) of the aggregate Unit voting interest at any regular or special meeting of the Association. All fines shall be considered final and shall be considered an assessment and a lien against the Unit unless the Unit Owner makes a written appeal to the Board within five (5) business days of receiving the fine and the Board subsequently overturns such fine. The Board shall have thirty days to meet and render its decision regarding the fine, which decision shall be final. All fines may be collected by the Association in the same manner as an assessment as set forth herein. All fines not paid within thirty (30) days shall accrue interest at the then maximum current legal rate of interest per annum on the amount of the fine from the due date thereof.

Payment of Assessments

All assessments shall be due ten (10) days from the date of mailing such assessment following the meeting at which time assessments are levied by the Association, and may be payable in one annual payment, or in quarterly or monthly installments, as determined by the Board. The amount of the Common Expenses assessed against each Unit, and the amount of Limited Expenses assessed against each Unit shall be the personal and individual debt of the Owner or Owners thereof. No Owner may exempt himself or herself from liability for this contribution toward the Common Expenses and the Limited Expenses by waiver of the use of enjoyment of any of the General Common Elements or Limited Common Elements or by abandonment of his or her Unit. All assessments which are not paid within thirty (30) days from the date they are due and payable become delinquent and are subject to interest and penalty charges. The Association or Manager shall have the responsibility of taking prompt action to collect any unpaid assessment which becomes delinquent. In the event of delinquency in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the then maximum current legal rate of interest per annum on the amount of the assessment from the due date thereof and any late payment charges assessed, together with all expenses, including attorney fees incurred, as are provided in the Bylaws of the Association. Suit to recover a money judgment for unpaid Common Expenses and Limited Expenses may be maintainable without foreclosing or waiving the lien securing the same.

Levying Assessments - When Made - Purposes

The Association of Unit Owners shall levy assessments upon the Unit Owners in the following manner and for the following reasons:

- a. Assessments shall be made as a part of the regular business of the Board of Directors of the Association at any regular or special meeting thereof as provided in the Bylaws of the Association. Notice of the proposed assessment, amount thereof, and the purpose for which it is made whether regular or special, including an annual budget for expenditures and operation, shall be served on each Unit Owner affected by delivering a copy of the same to the Unit Owner personally or by mailing a copy of the notice to the Unit Owner at his or her address of record at least ten (10) days prior to the date for such meeting. The Board of Directors shall approve the budget and the amount of assessments.
- b. Assessments shall be made for the repair, replacement, general maintenance, management and administration of Common Elements, fees, costs and expenses of the manager, insurance, taxes for common areas if any, and as more particularly provided in the Unit Ownership Act (Section 70-23-101, et. seq., MCA), sidewalks, driveways, weed control, and any other matters that fall within the common elements of the condominium. In addition, the Association shall be responsible for all special improvement district (SIDs) applicable to the condominium, including, but not limited to, lighting districts, street maintenance, tree

maintenance or any other properly created SID, and assessments shall be levied for the same. Assessments shall be based upon and computed by using the percentage of interest that each Unit Owner has in the General Common Elements.

c. Assessments may also be made for the payment of Limited Expenses for Limited Common Elements such that the Unit Owners are chargeable only for the expenses relating to their respective Units or Buildings. Unit Owners shall share in the payment for Limited Expenses for the repair, maintenance and replacement of Limited Common Elements of their respective Units in accordance with the percentage the Unit or Units have in the Limited Common Elements for which the assessment is being made. If only one Unit is associated with the Limited Common Elements involved, then the entire cost of such repair, maintenance or replacement shall be borne by that Unit.

d. Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Montana Unit Ownership Act.

e. Common expenses and profits, if any, of the condominium shall be distributed among and charged to, the Unit Owners according to the percentage of undivided interest of each in the Common Elements.

f. In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his or her share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of said unpaid assessments against the Grantor due the Association and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

g. Any lien of the Association for Common Expense charges and assessments becoming payable on or after the date of recordation of the first mortgage or deed of trust, shall be subordinate to the first mortgage or deed of trust on the Unit. Such a lien for Common Expense charges and assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure of a first mortgage or deed of trust shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any common expense charges thereafter becoming due.

h. Prior to the initial sales of Units within the Condominium, an initial assessment amount, including a capital contribution (reserves), shall be established for each Unit. Said assessment amount shall be paid to the Association at the close of each Unit or upon the transfer of the deed for each Unit. The Association shall establish a reserve account for repair and replacement of Common Elements as needed to keep such in good condition and repair. Any reserve account established under this section shall be funded by separate reserve assessments against the Units in such amount as the Board may approve as a part of the annual Association budget. Any reserve account shall be established in the name of the Association. The Association shall be responsible for administering the account. Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or Unit Owners.

VI.

DECLARANT'S RIGHT TO CHANGE

The Declarant reserves the right to change the interior design and arrangement of all Units, and alter the boundaries between Units, so long as the Declarant owns the Unit so altered. No such change shall increase the number of Units or alter the boundary of the General Common Elements without an amendment of this Declaration.

Until ninety percent (90%) of the Units have been sold, Declarant reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership project.

Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, the Articles of Incorporation or Bylaws of the Association, Declarant reserves the right to exercise the rights, duties and functions of the Board of Directors of the Association until the earlier of the following:

- A. 120 days after the date by which seventy-five percent (75%) of the Units have been conveyed to Unit purchasers; or
- B. seven (7) years have elapsed since the Declaration and Bylaws were recorded.

During the period of development and sale of the remaining condominium Units, the monthly assessment for Common Expenses for Units owned by the Declarant shall be based upon the estimate of the actual cost thereof, excluding therefrom any estimated amount for contingencies, reserves or sinking funds, and Declarant shall pay its pro rata share thereof only for those condominium Units which have been completed. During the period when fewer than all of the Units have been erected, the Common Expenses shall be allocated among the Owners of such existing Units.

VII.

AMENDMENT

Amendment of this Declaration shall be made in the following manner:

This Declaration may be amended at any regular or special meeting of the Association of Unit Owners provided such amendment receives the favorable vote of at least seventy-five percent (75%) of the aggregate Unit voting interest. If so approved, it shall be the responsibility of the Association to file the amendment with the Clerk and Recorder's Office of Park County, Montana.

An amendment may be adopted at any time without a meeting if it is approved in writing by the notarized signatures of one hundred percent (100%) of the Unit Owners.

Notwithstanding the procedure set forth above, the Declarant may amend this Declaration, or any other project document, prior to any sale or lease of a Unit or interest thereof. Notwithstanding the procedures set forth above, Declarant reserves the right at any time, on behalf of itself and on behalf of the Association, to amend this Declaration and the Bylaws without approval of any Unit Owner for the purpose of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Unit Owner or mortgagee, in which event consent shall be required as provided in this article. Any right granted or reserved to Declarant may not be changed by an amendment unless consented to, in writing, by the Declarant. Declarant reserves the right to assign any and all of its rights reserved or granted herein.

In addition to the amendment requirements set forth above, the approval of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to materially amend any provisions of the Declaration and Bylaws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (A) Voting;
- (B) Assessments, assessment liens or subordination of such liens;
- (C) Reserves for maintenance, repair and replacement of the Common Elements;
- (D) Insurance or fidelity bonds;
- (E) Rights to use of the Common Elements;
- (F) Responsibility for maintenance and repair of the several portions of the Condominium;
- (G) Expansion or contraction of the Condominium regime or the addition, annexation or withdrawal of property to or from the regime;
- (H) Boundaries of any Unit;
- (I) The interests in the General Common Elements or Limited Common Elements;

- (J) Convertibility of Units into Common Elements or of Common Elements into units;
- (K) Leasing of Units;
- (L) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;
- (M) Establishment of self-management by the Condominium association where professional management has been required by any of the following: Department of Housing and Urban Development, the federal Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation.

The approval of eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to amend any provisions included in the Declaration and Bylaws of the Condominium which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium. Any proposed amendment to the Declaration and Bylaws shall be deemed approved by a mortgagee, mortgage insurer, or government agency or corporation if said entity fails to object or consent to a written proposal for an amendment within sixty (60) days after receipt of notice of the written proposal by such entity, provided such notice was delivered by certified or registered mail, with a "return receipt" requested.

VIII.

CHANGES, REPAIRS AND LIENS

Alterations by Unit Owners Association

The interior plan of a Unit may be changed by the Owner. The boundaries between Units may be changed only by the Owners of the Units affected. No Units may be subdivided. No change in the boundaries of Units shall encroach upon the boundaries of the Common Elements.

Boundary walls must be equal in quality of design and construction to the existing boundary walls. A change in the boundaries between Units shall be set forth in an amendment to this Declaration. In addition to compliance with the provisions of Article VII above, such amendment must further set forth and contain plans for the Units concerned showing the Units after the change in boundaries, which plans shall be drawn by an architect, surveyor or engineer licensed to practice in Montana, and attached to the amendment as exhibits, together with the certificate of architect, surveyor or engineer required by the Unit Ownership Act. Such an amendment shall be signed and acknowledged by the Owners of the Units concerned, as well as those Owners with an interest in any Common Element affected. The amendment shall also be approved by the Board of Directors of the Association, and signed and acknowledged by all lienors and mortgagees of the Units concerned.

Maintenance by Unit Owners

Each Owner shall maintain and keep in repair the interior of his or her own Unit, including the fixtures thereof. All fixtures and equipment installed in the Unit, commencing at a point where the utilities enter the Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the Buildings or impair any easement.

Each Owner shall also keep any balcony, patio, entrance or deck area appurtenant to his or her Unit in a clean and sanitary condition. The right of the each Owner to repair, alter, and remodel is coupled with the obligation to replace any finishing or other materials removed with similar type or kinds of materials. All glass replacement shall be with similar quality, shade and design. No act or alteration, repairing or remodeling by any Unit Owner shall impair in any way the integrity of the adjoining Units or the integrity of Limited Common Elements or General Common Elements.

Exterior Alterations

No Owner may change, alter or remodel the exterior of his or her Unit without the prior written approval of the Association.

Liens for Alterations

Labor performed and materials furnished and incorporated into a Unit with the consent of or at the request of the Unit Owner, his or her agent, his or her contractor or subcontractor shall be the basis for the filing of a lien against the Unit of the Unit Owner consenting to or requesting the same. Each Unit Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit or any other Owner or against the general or Limited Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

Liens and Foreclosure

All sums assessed but unpaid for the share of Common Expenses and Limited Expenses chargeable to any Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the Unit in favor of any assessing authority, and all sums unpaid on a first mortgage, a first deed of trust, or contract for deed, of record. To evidence such lien, the Association shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest and late charges thereon, the name of the Unit Owner, and a description of the Unit. Such notice shall be signed and verified by one of the officers of the Association or by the Manager, or his or her authorized agent, and shall be recorded in the office of the Clerk and Recorder of Park County, Montana. Such lien shall attach from the date of recording such notice. Such lien may be enforced by the foreclosure of

the defaulting Owner's Unit by the Association as provided in the Unit Ownership Act in like manner as foreclosure of a mortgage on real property. In any foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit, if so provided in the Bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid Common Expenses and Limited Expenses shall be maintainable without foreclosure or waiving the lien securing the same. In any such proceeding the Owner shall be required to pay the costs, expenses and attorney's fees incurred in filing a lien, and in the event of foreclosure proceedings, additional costs, expenses and attorney's fees incurred.

Bidding at Foreclosure

The Association shall have the power to bid on the Unit at a foreclosure or other legal sale, and to acquire and hold, lease, mortgage and vote the votes appurtenant to, convey or otherwise deal with the same. Any lienholder holding a lien on the Unit may pay, but shall not be required to pay, any unpaid General Common Expenses or Limited Expenses payable with respect to any such Unit, and upon such payment such lienholder shall have a lien on said Unit for the amounts paid of the same priority as the lien of his or her encumbrance without the necessity of having to file a notice or claim of such lien.

IX.

INSURANCE

Purchase

All insurance policies upon BROOKSTONE CONDOMINIUM property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Montana.

- a. Named Insured: The named insured shall be the Association individually and as agent for the Unit Owners without naming them. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance Trustee. Unit Owners may obtain insurance coverage, at their own expense, upon their own personal property and for their personal liability and living expense.
- b. Copies to Mortgagees: One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee of a Unit Owner on request.

Coverage

a. Casualty: All Buildings and improvements upon the land shall be insured in an amount equal to the full insurable replacement value, and all personal property included in the Common Elements shall be fully insured, with all such insurance to be based on current replacement value, as determined annually by the Board of Directors, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. The Association shall obtain, maintain, and pay the premiums upon, as a Common Expense, a "master" or "blanket" type policy of property insurance covering all of the Common Elements and Limited Common Elements, (except land, foundation, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies, and other common personal property belonging to the Association. All references herein to a "master" or "blanket" type policy of property insurance, are intended to denote single entity condominium insurance coverage. In addition, any fixtures, equipment or other property within the units which are to be financed by a mortgage to be purchased by FNMA or FHLMC (regardless of whether or not such property is a part of the common elements) must be covered in such "blanket" or "master" policy. Such insurance policy must be consistent with state and local insurance laws and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in Park County, Montana. The policy shall be in an amount equal to 100% of current replacement cost of the Condominium exclusive of land, foundation, excavation and other items normally excluded from coverage. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request. Such policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the area in which the property is located and which appropriately names FNMA and FHLMC if such corporations are holders of first mortgages on Units within the Condominium. Such policies must also provide that they may not be cancelled or substantially modified, without at least 10 days' prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies. Policies are unacceptable where: (i) under the terms of the insurance carrier's charter, by-laws, or policy, contributions or assessments may be made against borrowers, FNMA, FHLMC, or the designee of FNMA or FHLMC; or (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members, or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds. The policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss. The requirements stated in this

paragraph are generally provided by the insurer in the form of a "Special Condominium Endorsement" or its equivalent. The insurance policy shall afford, as a minimum, protection against the following:

- (1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
- (2) in the event the condominium contains a steam boiler, loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000 per accident per location (or such greater amount as deemed prudent based on the nature of the Property);
- (3) all other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement, where such is available.

If available and commonly required by prudent institutional mortgage investors in Park County, Montana, such policies shall also include an "Agreed Amount Endorsement" and an "Inflation Guard Endorsement".

Insurance coverage shall afford protection against:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
- (2) Such other risks as from time to time shall be customarily covered with respect to Buildings similar in construction, location and use as the Building on the land, including, but not limited to, vandalism and malicious mischief.
- (3) Errors or Omissions Insurance for the Directors, Officers and Managers, if the Association so desires, in amounts to be determined by the Board.

The policies shall state whether air handling or service equipment, interior fixtures and carpets are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association.

b. **Public Liability:** The Association shall maintain comprehensive general liability insurance coverage covering all of the Common Elements, commercial space owned and leased by the Association, and public ways of the condominium project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the

insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least 10 days' prior written notice to the Association and to each holder of a first mortgage on any Unit in the Condominium which is listed as a scheduled holder of a first mortgage in the insurance policy.

c. Other Insurance: Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable and as may be required by Federal and State laws.

d. For all insurance policies, the Association shall only use generally acceptable insurance carriers

Fidelity Bonds.

In the event that the Condominium is expanded to include twenty (20) or more Units and in the event the regulations of any holder, insurer or guarantor of a first mortgage so require, blanket fidelity bonds shall be maintained by the Association for all officers, directors, and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association. If the Manager has the responsibility for handling or administering funds of the Association, the Manager shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the Manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to 3 months aggregate assessments on all Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the Manager, shall be paid by the Association as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association or Insurance Trustee. Such bonds shall provide that the FNMA Servicer, on behalf of FNMA, also, receive such notice of cancellation or modification.

Premiums

Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be assessed against the Owner. Not less

than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

Insurance Trustee

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Montana with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the insurance trustee. The insurance trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners, and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

- a. Unit Owners - An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his or her Unit.
- b. Mortgagees - In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee pursuant to the provision of this Declaration.

Distribution of Proceeds

Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- a. Miscellaneous: Expenses of administration, the insurance trustee, and construction or remodeling supervision shall be considered as part of the cost of construction, replacement or repair.
- b. Reconstruction or Repair - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

c. Failure to Reconstruct or Repair - If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

d. Certificate - In making distribution to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate from the Association made by its representative or Manager as to the names of the Unit Owners and their respective shares of the distribution.

Association as Agent

The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Benefit to Mortgagees

Certain provisions in this paragraph entitled "Insurance" are for the benefit of mortgagees or trust indenture beneficiaries of condominium parcels, and all such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee or beneficiary.

Reconstruction

A. Repair After Casualty

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Lesser Damage - If a Unit or Units are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be repaired.

2. Greater Damage - If a Unit or Units are found by the Board of Directors to be not tenantable after the casualty, the damaged property shall be reconstructed or rebuilt.

3. Certificate - The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans for specifications and the original improvements, or if not, then according to plans and specifications approved by: (1) the Board of Directors; (2) more than seventy-five percent (75%) of the aggregate unit voting interest, including the Owners of all Units the plans for which are to be altered; and (3) the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated. No reallocation of interests in the General Common Elements resulting from a partial condemnation or partial destruction of the condominium project may be effected without the approval of the eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes of units subject to mortgages held by such eligible holders are allocated. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to the Declaration, which amendment shall be prepared and filed of record in accordance with the provisions of such amended filing, more particularly set forth in Article VII and Article VIII, paragraph 1, hereinabove.

C. Responsibility

The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair of the condominium property, and the Association shall work with the insurance trustee to carry out the provisions of this Article.

D. Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair for which the Association is responsible, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds to the payment of such costs. Such assessments shall be in proportion to the Owner's percentage of interest in the General Common Elements.

E. Construction Funds

The funds for payment of costs of reconstruction or repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in the sound discretion of the trustee and according to the contract of reconstruction or repair, which contract must have the approval of the Board and the Unit Owners involved.

F. Surplus

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the

fund is established, such balance shall be paid to the Association for the use and benefit of the Unit Owners.

X.

REMOVAL OR PARTITION - SUBDIVISION

Consent to Removal

All of the Unit Owners may remove the Property from condominium ownership by executing and recording an instrument to that effect if the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided interest of the Unit Owner in the Property after removal from condominium ownership.

Obsolescence, Damage and Destruction

If ninety percent (90%) of the aggregate voting interest of the Unit Owners agree that the Property is obsolete in whole or in part and that the Property should be renewed and restored, the expense thereof shall be paid by all the Unit Owners as Common Expenses. If ninety percent (90%) of the aggregate voting interest of the Unit Owners agree that the Property is obsolete in whole or in part and that the Property should be sold, the Property shall be considered removed from condominium ownership. If within 60 days after the date of the damage to or destruction of all or part of the Property the Association does not decide to repair, reconstruct, or rebuild, the Property shall be considered removed from condominium ownership.

Consent of Mortgagees

Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium property must require the approval of the eligible holders of first mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by such eligible holders are allocated.

Condemnation Representation

For all condemnation issues concerning the Condominium, the Association shall represent the Unit Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof, by the condemning authority. Each Unit Owner hereby appoints the Association as attorney-in-fact for such purpose.

Effect of Removal - Ownership in Common - Liens - Sale

If the Property is removed from condominium ownership as provided in this Article, the Property shall be considered owned in common by all the Unit Owners. The percentage of undivided interest of each Unit Owner in the Property owned in common shall be the same as the percentage of undivided interest previously owned by such Owner in the Common Elements. Liens affecting any Unit shall be liens, in accordance with the then existing priorities, against the undivided interest of the Unit Owner in the Property owned in common. If the Property is removed from condominium ownership as provided in this Article, it shall be subject to an action for partition at the suit of any Unit Owner. The net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among the Unit Owners in proportion to their respective undivided interests after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

XI.

NOTICE TO MORTGAGEES

A holder, insurer or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the unit number), will be entitled to timely written notice of:

- (A) Any proposed amendment of the Condominium instruments effecting a change in:
 - (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto,
 - (ii) the interests in the General Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto,
 - (iii) the number of votes in the Association appertaining to any Unit, or
 - (iv) the purposes to which any Unit or the Common Elements are restricted;
- (B) Any proposed termination of the Condominium regime;
- (C) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (D) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days; and
- (E) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

XII.

ARBITRATION AGREEMENT

The Declarant, the Association and all Owners agree that any claim arising from or related to the sale of any Unit or the Common Elements, or to any defect in or to any Unit or any real property on which such Unit is situated, or which is part of the Common Elements, including without limitation, any claim of breach of contract, negligent or intentional misrepresentation or nondisclosure in the inducement, execution or performance of any contract, including this Arbitration Agreement, any alleged statutory violation, and any claim of bodily injury, shall be settled by arbitration.

Any dispute concerning the interpretation or enforceability of this Arbitration Agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, and any defense based upon waiver or estoppel, shall be decided by the arbitrator. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

This Arbitration Agreement shall inure to the benefit of, and be enforceable by, Declarant's subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person alleged to be liable for any defect in or to any Unit or the Common Elements; and shall be binding upon all family members and tenants of all Owners. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this Arbitration Agreement.

The arbitration shall be conducted by the American Arbitration Association or by DeMars & Associates, Ltd., pursuant to their applicable arbitration rules not inconsistent with this Arbitration Agreement. The choice of arbitration service shall be that of the claimant. All administrative fees of the arbitration service and fees of the arbitrator shall be borne equally by the parties to the arbitration, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice.

The parties expressly agree that this Declaration and this Arbitration Agreement involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

No participation by any party in any judicial proceeding involving a matter which is arbitrable under this Arbitration Agreement shall be deemed a waiver of the right of such party to enforce this Arbitration Agreement.

If any provision of this Arbitration Agreement shall be determined by the arbitrator or by any court to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

XIII.

SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any one or more provisions shall not affect the validity or enforceability of any other provision hereof.

XIV.

INTERPRETATION

The provisions of the Declaration and of the By-Laws to be promulgated and recorded herewith, shall be liberally construed to effectuate the purpose of the Declaration and By-Laws and to create a Building or Buildings subject to and under the provisions of the Unit Ownership Act.

XV.

MISCELLANEOUS

Utility Easements

In addition to the easements provided for herein, easements are reserved through the condominium property as may be required for utility services, including heat, air conditioning, water, sewer, power, telephone, natural gas and cable television, in order to serve BROOKSTONE CONDOMINIUM adequately. However, such easements through the property or Units shall be only according to the plans and specifications for the Unit Building, as set forth in the recorded plat, or as the Building is constructed, unless approved in writing by the Unit Owner.

Right of Access

The Association shall have the irrevocable right, to be exercised by the Manager or Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Limited Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or Limited Common Elements or to any other Unit.

Damage to the interior or any part of the Unit resulting from maintenance, repair, emergency repair or replacement of any of the general or Limited Common Elements, or as a result of an emergency repair within another Unit at the instance of the Association, shall be designated either limited or general Common Expenses by the Association and assessed in accordance with such designation.

Expenditures

No single expenditure or debt in excess of \$10,000.00 may be made or incurred by the Association or Manager without the prior approval of the majority of the Unit ownership percentage.

Benefit

Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association and each Unit Owner, and the heirs, personal representatives, successors and assigns of each.

Service of Process

The name and address of the person to receive service of process for BROOKSTONE CONDOMINIUM until another designation is filed of record shall be:

Darryl Seymour, 1925 N. 22nd Ave., #102, Bozeman, Montana 59718

Warranties

The Declarant expressly makes no warranties or representations concerning the property, the Units, the Declaration, Bylaws, or deeds of conveyance except as specifically set forth therein, and no one may rely upon such warranty or representation not so specifically expressed therein. Estimates of Common Expenses are deemed accurate, but no warranty or guarantee is made or is intended, nor may one be relied upon.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Title 70, Section 23, MCA.

[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by

Hal Feinberg
Hal Feinberg, Authorized Signer

BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by

Hal Feinberg
Hal Feinberg, Authorized Signer

STATE OF Arizona)
) ss.
County of Maricopa)

On this 20th day of May, 2020, before me, a Notary Public in and for said State, personally appeared HAL FEINBERG, Authorized Signer of COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



Stacey Wulf
Printed Name: Stacey Wulf
Notary Public for the State of Arizona
Residing at Maricopa
My commission expires: 02/13/2024

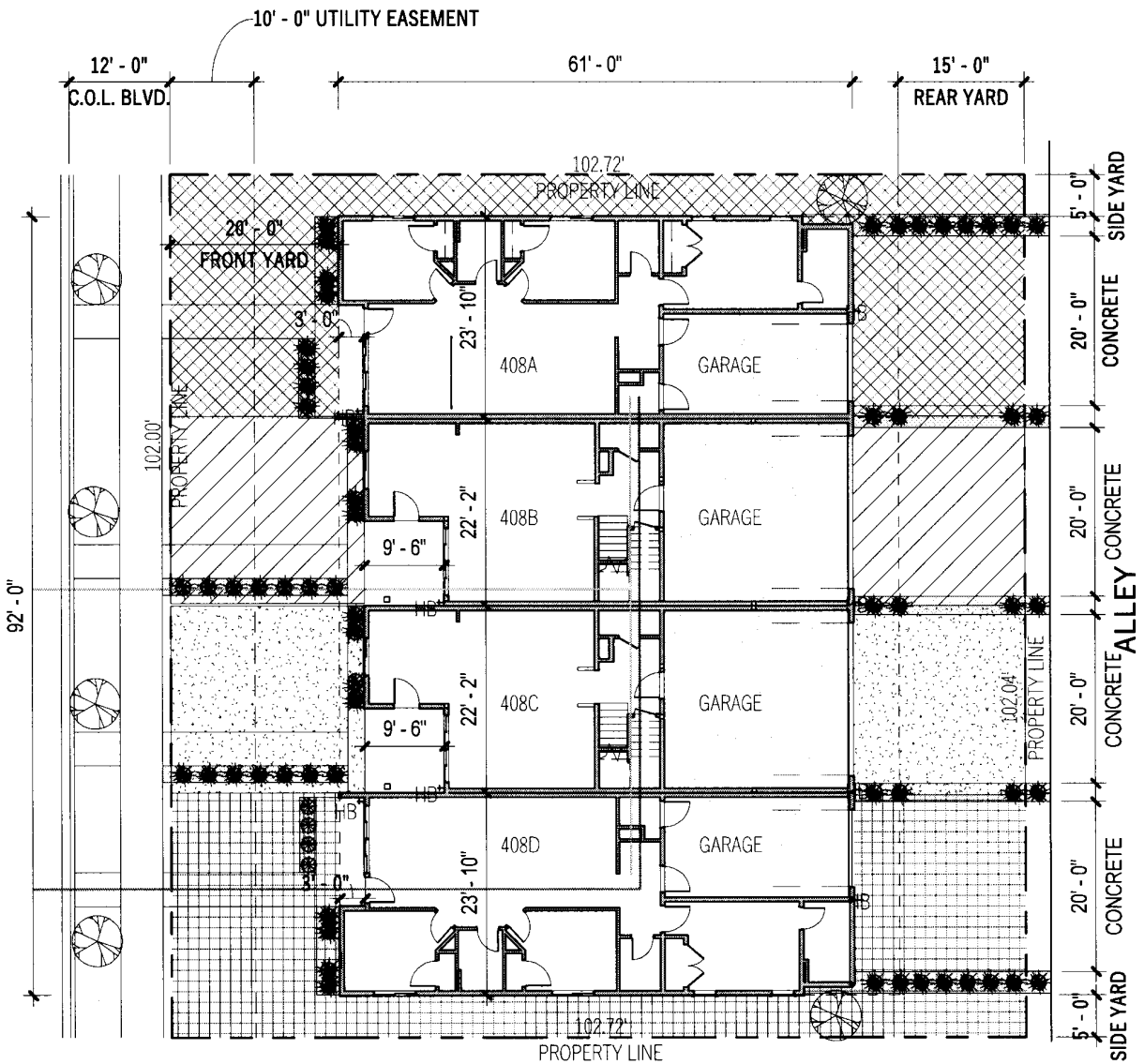
STATE OF Arizona)
) ss.
County of Maricopa)

On this 20th day of May, 2020, before me, a Notary Public in and for said State, personally appeared HAL FEINBERG, Authorized Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



Stacey Wulf
Printed Name: Stacey Wulf
Notary Public for the State of Arizona
Residing at Maricopa
My commission expires: 02/13/2024

BROOKLINE STREET



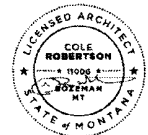
408A,B,C,D ELM STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, Lot 15
LOT = 10,367 SF

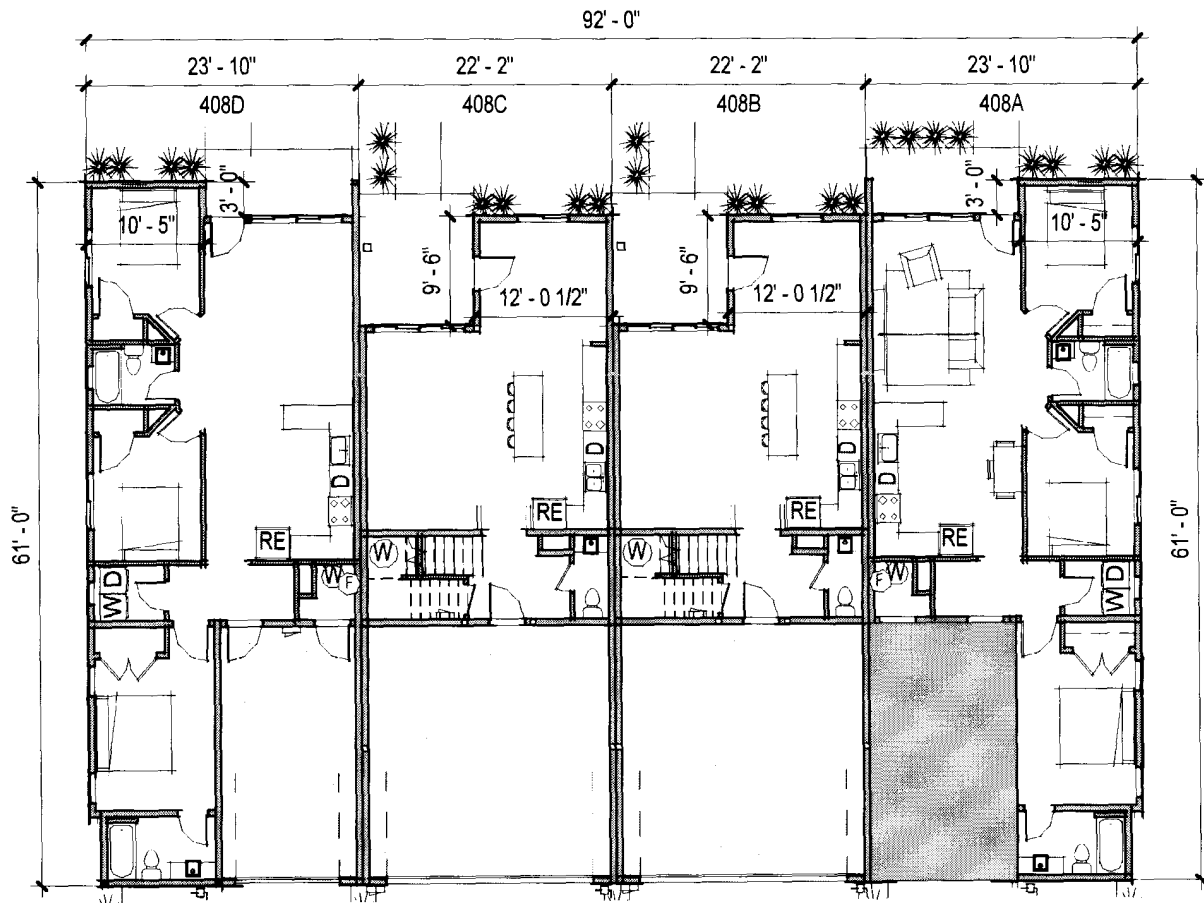
- LCE UNIT 408A
- LCE UNIT 408B
- LCE UNIT 408C
- LCE UNIT 408D

1 SITE PLAN
1" = 20'-0"

NORTH



DATE:
FEB 28, 2020
**SITE PLAN FOR
BROOKSTONE
CONDOMINIUM
EXHIBIT A**



MAIN FLOOR 408D = 1126 SF
GARAGE 408D = 288 SF

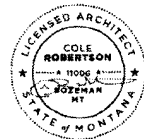
MAIN FLOOR 408C = 688 SF
UPPER FLOOR 408C = 800
SF 408C TOTAL = 1488 SF
GARAGE 408C = 497 SF

MAIN FLOOR 408B = 688 SF
UPPER FLOOR 408B = 800
SF 408B TOTAL = 1488 SF
GARAGE 408B = 497 SF

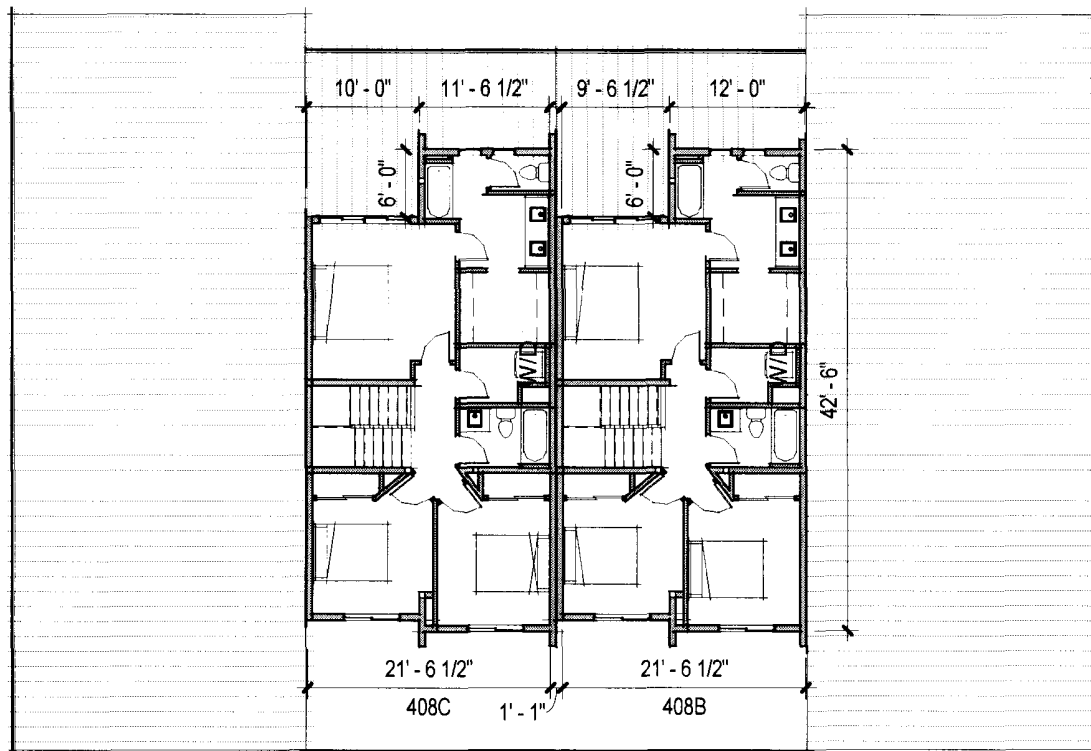
MAIN FLOOR 408A = 1126 SF
GARAGE 408A = 288 SF



UNIT FLOOR PLAN - MAIN 1/16" = 1'-0"



DATE:
FEB 28, 2020
**MAIN FLOOR PLAN
FOR BROOKSTONE
CONDOMINIUM
EXHIBIT B**

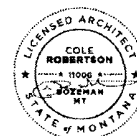


MAIN FLOOR 408C = 688 SF	MAIN FLOOR 408B = 688 SF
UPPER FLOOR 408C = 800	UPPER FLOOR 408B = 800
SF 408C TOTAL = 1488 SF	SF 408B TOTAL = 1488 SF
GARAGE 408C = 497 SF	GARAGE 408B = 497 SF



UNIT FLOOR PLAN - UPPER

1/16" = 1'-0"



DATE:
FEB 28, 2020

**UPPER FLOOR PLAN
FOR BROOKSTONE
CONDOMINIUM
EXHIBIT C**

BYLAWS
OF THE
BROOKSTONE CONDOMINIUM OWNERS ASSOCIATION

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I.

PURPOSE AND APPLICATION

These Articles are and shall be the Bylaws of the BROOKSTONE CONDOMINIUM OWNERS ASSOCIATION. These Bylaws shall, upon being recorded with the Clerk and Recorder of Park County, State of Montana, govern and control the administration of BROOKSTONE CONDOMINIUM. All Unit Owners, their employees, business invitees, guests and any renters or sublessees, present and future, shall have the rights and responsibilities described in these Bylaws and shall be subject to the provisions thereof. The acquisition of an ownership interest in a Unit in BROOKSTONE CONDOMINIUM signifies that the Owner accepts, ratifies and agrees to comply with these Bylaws.

II.

MEMBERSHIP

Persons owning a Unit in BROOKSTONE CONDOMINIUM or an interest in a Unit, or owning a Unit in any real estate tenancy relationship recognized by the State of Montana, shall be a member of the Association. An owner may not decline membership in the Association. Membership begins concurrently with the acquisition of an ownership interest and terminates at the time such ownership interest is terminated. Such termination shall not relieve any owner of liability for obligations incurred while a member of the Association; further, membership in the Association does not in any way negate or impair any owner's legal remedies, right to bring legal action, or defenses to any and all actions involving the Association, other Unit Owners, or the Management, which may arise from or be incidents of unit ownership.

III.

OBLIGATIONS

Each Unit Owner shall be obligated to comply with these Bylaws, the Declaration, and the laws of the City of Livingston, County of Park, the State of Montana and any other governing body with jurisdiction. Such obligations shall include, but not be limited to, the paying of assessments levied by the Association, and the adherence to the protective covenants which are a part of the Declaration. Failure of any owner to abide by these Bylaws, and all rules made pursuant thereto, the Declaration, and the laws of the City of Livingston, the County of Park, and the State of Montana, shall be grounds for appropriate legal action by the Association or by an aggrieved Unit Owner against such noncomplying Owner. Each Unit Owner shall also comply with any applicable subdivision covenants, rules and regulations for the subdivision in which the Condominium is located.

IV.

MEETING AND VOTING

There shall be a regular meeting of the Association annually at a date, time, and place fixed by the Board. The first annual meeting shall be called by the Declarant and held within ninety (90) days of the closing of the sale of seventy-five percent (75%) of the Units (in all phases) of the condominium.

Pursuant to these Bylaws, the Association may at any time hold special meetings. Such special meetings may be called: on the initiative of the President of the Association; by the Board of Directors; by a signed request of the Manager; or by a petition signed by Unit Owners representing at least fifty percent (50%) of the Unit voting interest in the Condominium. Notice of any special meeting must specify the reason for such meeting and the matters to be raised. Only matters set forth in the petition or request may be brought before such meeting unless at least fifty percent (50%) of the Unit voting interest present agree otherwise.

A. Notice.

Notice of all meetings, regular or special, shall be mailed by the Association's Secretary to every Unit Owner of record at his address of record at least ten (10) business days prior to the time for holding such meeting. Such notice shall specify the date, time and place of the meeting and shall make provisions to allow for the voting of each Unit Owner's interest by proxy at the discretion of the owner. The mailing of a notice in the manner provided in this paragraph or the personal delivery of such notice by the Secretary of the Association shall be considered as notice served.

B. Quorum.

No meeting, regular or special, shall be convened to conduct business unless a quorum is present in person or by proxy. A quorum shall consist of at least fifty percent of the Units voting interest of BROOKSTONE CONDOMINIUM. A Unit Owner may participate in any meeting by means of a conference telephone or similar communication equipment through which all persons participating in the meeting may communicate with the other participants. Participation in a meeting pursuant to this section constitutes presence in person at the meeting. At any time, during any meeting that a quorum is not present, such meeting shall be adjourned forthwith.

V.

VOTING INTEREST

Each Unit at Association meetings shall have one (1) voting interest as set forth in the Declaration, a copy of which is being filed concurrently with the filing of these Bylaws

with the Clerk and Recorder of Park County, State of Montana. In the event that Unit Owners of the same Unit cannot agree as to how to vote that Unit's interest, said Unit's vote shall be suspended for that particular matter. Voting upon matters affecting Limited Common Elements and assessments for Limited Expenses shall be only by owners having a Unit or interest in Units located in the building affected. In the event that a Unit is delinquent in payment of assessments, that Unit's vote shall be suspended until such time as said delinquent assessment is brought current.

Whenever a quorum is present at a meeting of the Association or the Board of Directors, those present may do any and all acts they are empowered to do unless specific provisions of these Bylaws, the Declaration, or the laws of the State of Montana direct otherwise.

VI.

BOARD OF DIRECTORS

The governance of BROOKSTONE CONDOMINIUM shall be by a Board of three (3) Directors, elected among the Unit Owners. Until at least seventy-five percent (75%) of the condominium Units have been sold (in all phases), the Board shall consist of three (3) persons appointed by the Declarant, who shall serve until the first annual meeting of the Association, at which time a new Board shall be elected. The initial directors appointed by the Declarant are listed below. The Board shall have all powers and responsibilities attendant to the general administration and control of the condominium. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified by these Bylaws.

VII.

OFFICERS OF THE BOARD OF DIRECTORS

The Association shall elect from its membership a Board of Directors which shall consist of a President, Secretary, and Treasurer, who shall all serve for a term of one (1) year. The manner of election of the Board of Directors shall be as follows:

At the first and all subsequent annual meetings of the Association, nominations for positions on the Board shall be accepted from any of the Unit Owners present. Voting will be noncumulative, with each Unit having a vote equal to said Unit's ownership percentage for each nominated person. Board members shall be elected by majority vote of the Unit ownership percentage present or voting by proxy at any annual or special meeting at which a quorum is reached.

VIII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and duties:

- A. To call annual meetings of the Association and give due notice thereof.
- B. To conduct elections of the Board of Directors.
- C. To enforce the provisions of the Declaration, Bylaws, and protective covenants of BROOKSTONE CONDOMINIUM by appropriate action.
- D. To promulgate and adopt rules and regulations for the use of the Common Elements and for the occupancy of the Units so as not to interfere with the peace and quiet of all the residents. Such rules must be approved by two-thirds the aggregate unit voting interest in the condominium at any regular or special meeting of the Association.
- E. To provide for the management of BROOKSTONE CONDOMINIUM by hiring or contracting with suitable and capable management and personnel for the day-to-day operation, maintenance, upkeep and repair of the General Common Elements and Limited Common Elements.
- F. To levy assessments as allowed by the Declaration, these Bylaws and the State of Montana, and to provide for the collection, expenditure and accounting of said assessments.
- G. To pay for the expenses of the maintenance, repair and upkeep of the General Common Elements and the Limited Common Elements, and to approve payment vouchers either at regular or special meetings.
- H. To delegate authority to the Manager for the routine conduct of condominium business, however, such authority shall be precisely defined with ultimate authority at all time residing in the Board of Directors.
- I. To provide a means of hearing grievances of Unit Owners and to respond appropriately thereto.
- J. To meet at regularly scheduled times and to hold such meetings open to all Unit Owners or their agents.
- K. To prepare an annual budget for the condominium in order to determine the amount of the assessments payable by the Unit Owners to meet the Common Expenses and Limited Expenses, and allocate and assess such

charges among the Unit Owners according to their respective interests in the General Common Elements and Limited Common Elements.

- L. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses, costs, or additional capital expenses, or because of emergencies.
- M. To take appropriate legal action to collect any delinquent assessments, payments or amounts due from Unit Owners, or from any person or persons owing money to the condominium, and to levy a penalty and to charge interest on unpaid amounts due and owing. However, other than for the collection of delinquent assessments or accounts, the Board shall not initiate any litigation or lawsuit without prior approval of at least two-thirds ($\frac{2}{3}$) of the aggregate unit ownership in the condominium.
- N. To defend in the name of the Association any and all lawsuits wherein BROOKSTONE CONDOMINIUM is a party defendant.
- O. To enter into contracts necessary to carry out the duties herein set forth.
- P. To establish a bank account for BROOKSTONE CONDOMINIUM, and to keep therein all funds of the Association. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.
- Q. In general, to act for and carry on the administration and affairs of the Association as authorized and prescribed by the Declaration, and to do all those things which are necessary and reasonable in order to carry out the governance and operation of BROOKSTONE CONDOMINIUM.
- R. To make repairs, alterations, additions, and improvements to the General Common Elements and Limited Common Elements consistent with managing the condominium in a first class manner and in the best interest of the Unit Owners.
- S. To provide for the perpetual maintenance of the general common open area and landscaping, the parking areas and driving lanes, and any stream/ditch and irrigation canals, and to make any assessments necessary for such maintenance as provided herein. Such maintenance shall specifically include the control of County declared noxious weeds.
- T. To arrange, keep, maintain and renew the insurance for the Association as set forth in the Declaration.

- U. If applicable, to receive and make payment for common utility expenses for all of the Units. The pro-rata portion of the utility expenses shall be paid by the unit owners as part of, or in addition to, their condominium assessment, with the method of payment to be determined by the Board.
- V. To levy fines as more particularly set forth in the Declaration.
- W. To carry out the duties and responsibilities of the Board in all other matters as may be authorized, needed or required by the Declaration.

IX.

VACANCIES AND REMOVAL

Should a vacancy occur on the Board of Directors, the Board, subject to the exception described below, shall appoint a member of the Association to serve for the unexpired term. Such vacancy shall be filled no later than the next regular Board meeting after which it occurs. Should such vacancy not be filled by the Board by the next regular meeting of the Association, the Association may fill such vacancy.

Subject to Declarant's right to appoint the members of the Board set forth above, at any regular or special meeting of the Association, any member of the Board may be removed by majority vote of the aggregate unit voting interest. Such vacancy shall be filled by the Association's members. Such removal matter must be announced in the notice of such regular or special meeting. A director appointed by the Declarant may only be replaced by the Declarant so long as the Declarant has the power and authority to appoint members of the Board.

X.

COMPENSATION

No member of the Board of Directors shall receive any compensation for acting as such. Nothing herein, however, shall be construed to preclude compensation being paid to Managers who are hired by the Board of Directors.

XI.

MANAGER

If the Board elects to hire a Manager, said Manager shall be appointed and/or removed by the Board of Directors. The Manager (or any member of the Board or Association handling Association funds or having power to withdraw or spend such funds) shall be bonded if required by the Board of Directors, and shall maintain the records of the financial affairs of the condominium.

- A. Accounts: The Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The receipts and expenditures of the Association shall be under the direction of the Manager and be classified as appropriate into Common Expenses and Limited Expenses, and shall include a provision for current expenses which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or betterments. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year. Other budget items may be provided for in the discretion of the Manager. All records shall be available for examination during normal business hours to any Unit Owner or his or her assigned representative. All functions and duties herein provided for the Manager may be performed by the Board, or the President, if the Board should decide not to have a Manager.
- B. Budget: The Manager shall prepare and submit to the Board each calendar year, a budget, which must be approved and adopted by the Board. The budget shall include the estimated funds required to defray the Common Expenses and Limited Expenses and to provide and maintain funds for the foregoing accounts according to good accounting practices.
- Copies of the budget and proposed assessments shall be transmitted to each Unit Owner on or before December 15 of the year preceding the year for which the budget is made.
- C. Financial Report: A financial report of the accounts of the Association may be made annually by a Certified Public Accountant, if required by the Board of Directors, and a copy of the report shall be furnished to each Unit Owner no later than March 1st of each year for which the audit is made.
- D. Audit: The Association shall prepare and furnish, within two (2) weeks of receipt of a written request, an audited financial statement of the Association for the immediately proceeding year to the following agencies/corporations: United States Department of Housing and Urban Development (HUD); United States Department of Veterans Affairs (VA); Federal National Mortgage Association (FNMA); and Federal Home Loan Mortgage Corporation (FHLMC).
- E. Inspection Rights: The Association shall make available, for inspection upon request during normal business hours, to Unit Owners, lenders, prospective purchasers, and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the

Condominium, and other books, records and financial statements of the Association.

The Manager shall generally operate and manage the condominium for and on behalf of the Unit Owners and shall have such other powers and authority as the Board may designate. If there is no Manager or if the Manager resigns, is terminated or his contract expires, the Board shall perform all the duties of the Manager.

XII.

AMENDMENT OF BYLAWS

These Bylaws may be amended at any regular or special meeting of the Association. Upon a vote of at least seventy-five percent (75%) of the Unit ownership percentage, the amendment shall be declared adopted.

An amendment may also be adopted at any time without a meeting if it is approved in writing by the notarized signatures of one hundred percent (100%) of the Unit Owners.

In addition to the aforementioned Unit Owner approval for an amendment to the Bylaws, the approval of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage or deed of trust appertain, shall be required to materially amend any provisions of the Bylaws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (A) Voting;
- (B) Assessments, assessment liens or subordination of such liens;
- (C) Reserves for maintenance, repair and replacement of the Common Elements;
- (D) Insurance or fidelity bonds;
- (E) Rights to use of the Common Elements;
- (F) Responsibility for maintenance and repair of the several portions of the Condominium;
- (G) Expansion or contraction of the Condominium regime or the addition, annexation or withdrawal of property to or from the regime;
- (H) Boundaries of any Unit;
- (I) The interests in the General Common Elements or Limited Common Elements;
- (J) Convertibility of Units into Common Elements or of Common Elements into units;
- (K) Leasing of Units;
- (L) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;
- (M) Establishment of self-management by the Condominium association where professional management has been required by any of the federal

department of Housing and Urban Development, the federal Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation.

The approval of eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to amend any provisions included in the Declaration and Bylaws of the Condominium which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

Any proposed amendment to the Bylaws shall be deemed approved by a mortgagee, mortgage insurer, or government agency or corporation if said entity fails to object or consent to a written proposal for an amendment within sixty (60) days after receipt of notice of the written proposal by such entity, provided such notice was delivered by certified or registered mail, with a "return receipt" requested.

The Secretary shall as soon as practicable after adoption, prepare a copy of these Bylaws as amended for certification by the President and Secretary of the Association. Such amended and certified Bylaws shall then be filed and recorded in the office of the Clerk and Recorder of Park County, State of Montana. Bylaws as amended shall become effective at the time of such recording. No right granted to the Declarant under these Bylaws may be amended without the Declarant's written consent.

XIII.

ASSESSMENTS

In accordance with the percentage of interest in the General Common Elements as set forth in the Declaration, each Unit Owner shall be assessed for Common Expenses, which shall include the expenses of any properly created special improvement districts (SIDs) affecting the property, including, but not limited to, lighting districts, street maintenance and tree maintenance. Such assessments, and assessments for Limited Expenses, shall be collected and paid according to the terms and under the procedures more particularly set forth in the Declaration. The amount of assessments described above and any other assessments allowed by these Bylaws, the Declaration, and by the State of Montana, shall be fixed by the Board of Directors at any regular or special meeting. Notice of each Unit Owner's assessments shall be mailed to said owner at his or her address of record.

XIV.

THE DECLARATION

The undersigned has filed, along with these Bylaws, a Declaration whereby the properties known as BROOKSTONE CONDOMINIUM are submitted subject to Title 70,

Chapter 23, M.C.A. The Declaration shall govern the acts, powers, duties and responsibilities of the Association, and in the event these Bylaws and the Declaration are in conflict, the Declaration shall prevail.

The definition of terms set forth in the Declaration shall be applicable throughout these Bylaws and the interpretation thereof.

By virtue of these Bylaws and the Declaration, each Unit Owner has the right to membership in the Association and any Unit Owner may be on the Board of Directors of BROOKSTONE CONDOMINIUM.

The Association and its Board of Directors shall have the primary and final authority on all matters solely affecting the condominium area, subject to the laws, rules and regulations of the County of Park and the State of Montana.

IN WITNESS WHEREOF, the undersigned, as the owner of record of all of the Units of BROOKSTONE CONDOMINIUM and one hundred percent (100%) of the voting interests of BROOKSTONE CONDOMINIUM as of the date hereof, hereby appoints the following persons to serve on the Board of Directors and as officers until the first annual meeting of the Association, to-wit:

Hal Feinberg, President
Kiley Olson, Secretary
Carlotta Paonessa, Treasurer

And, the Declarant hereby declare and affirm the adoption of the foregoing Bylaws on the 20th day of May, 2020.

[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by

Hal Feinberg
Hal Feinberg, Authorized Signer

BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by

Hal Feinberg
Hal Feinberg, Authorized Signer

STATE OF Arizona)
: ss.
County of Maricopa

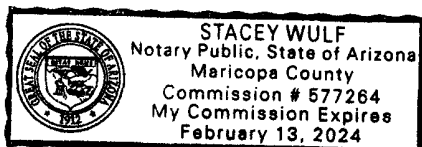
On this 20 day of May, 2020, before me, a Notary Public in and for said State, personally appeared HAL FEINBERG, Authorized Signer of COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



Stacey Wulf
Printed Name: Stacey Wulf
Notary Public for the State of Arizona
Residing at Mesa
My commission expires: 02/13/2024

STATE OF Arizona)
: ss.
County of Maricopa

On this 20 day of May, 2020, before me, a Notary Public in and for said State, personally appeared HAL FEINBERG, Authorized Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



Stacey Wulf
Printed Name: Stacey Wulf
Notary Public for the State of Arizona
Residing at Mesa
My commission expires: 02/13/2024

After recording, please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

As per Montana Code 7-4-2017 ("")
This Document is illegible and may
not be legibly reproducible.

419028 Fee: \$28.00 Page(s): 4

Park County, MT Recorded 10/13/2020 At 1:51 PM
Maritza H Reddington , Clk & Rcdr By JB **PS** Return To:
COPA CONSULTING LLC 5024 S ASH AVE #102
TEMPE, AZ 85282

FIRST AMENDMENT TO DECLARATION AND BYLAWS

FOR

BROOKSTONE CONDOMINIUM

COMES NOW, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282 as the Declarant and as the owner of at least seventy-five percent (75%) of the aggregate Unit voting interest of Brookstone Condominium, located on Lot 15 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, the Declaration and Bylaws for Brookstone Condominium were recorded on July 9, 2020 as Document No. 416590 ("Declaration and Bylaws") in the office of the Clerk and Recorder of Park County, Montana and do hereby amend said Declaration and Bylaws as follows:

1. ARTICLE V. THE ASSOCIATION shall be amended by the following paragraph being added to the article:

Ditch Maintenance

The Association shall be responsible for maintenance of the ditch located as shown on attached Exhibit A. Maintenance shall occur monthly during the months of May - October. Debris shall be removed from the ditch and the screen trap on the ditch pipe shall be cleaned.

2. ARTICLE XI. NOTICE TO MORTGAGEES is hereby replaced and superseded with the following:

XI.

NOTICE TO MORTGAGEES

A holder, insurer or guarantor of a first mortgage is entitled to timely written notice of:

- (A) Any proposed amendment of the Condominium instruments effecting a change in:
 - (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto,
 - (ii) the interests in the General Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto,
 - (iii) the number of votes in the Association appertaining to any Unit, or
 - (iv) the purposes to which any Unit or the Common Elements are restricted;
- (B) Any proposed termination of the Condominium regime;
- (C) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (D) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days; and
- (E) Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- (F) Any proposed action that requires the consent of a specified percentage of mortgagees.

3. Except as amended as set forth above, the Declaration and Bylaws remain in full force and effect. In the event of any conflict between the terms of said Declaration and Bylaws and the terms of this First Amendment, the terms of this First Amendment shall control. This First Amendment shall run with the land and shall bind the heirs, successors, and assigns of the owners of the above described property.

DATED this 29 day of September, 2020.

[signatures on following page]

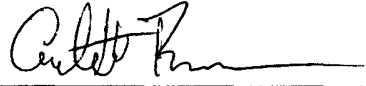
DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by



CARLOTTA PAONESSA, Authorized Signer

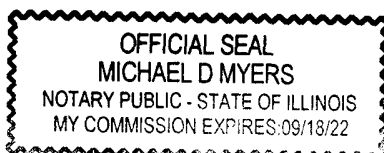
BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by

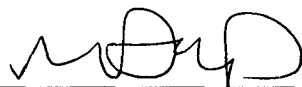


CARLOTTA PAONESSA, Authorized Signer

STATE OF ILLINOIS)
) : ss.
County of COOK)

On this 29 day of Sept, 2020, before me, a Notary Public in and for said State, personally appeared CARLOTTA PAONESSA, Authorized Signer of COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.

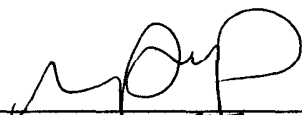



Printed Name: MICHAEL D MYERS
Notary Public for the State of ILLINOIS
Residing at ELK GLEN, ILLINOIS
My commission expires: 9-18-22

STATE OF ILLINOIS)
) : ss.
County of COOK)

On this 29 day of Sept, 2020, before me, a Notary Public in and for said State, personally appeared CARLOTTA PAONESSA, Authorized Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.




Printed Name: MICHAEL D MYERS
Notary Public for the State of ILLINOIS
Residing at ELK GLEN, ILLINOIS
My commission expires: 9-18-22

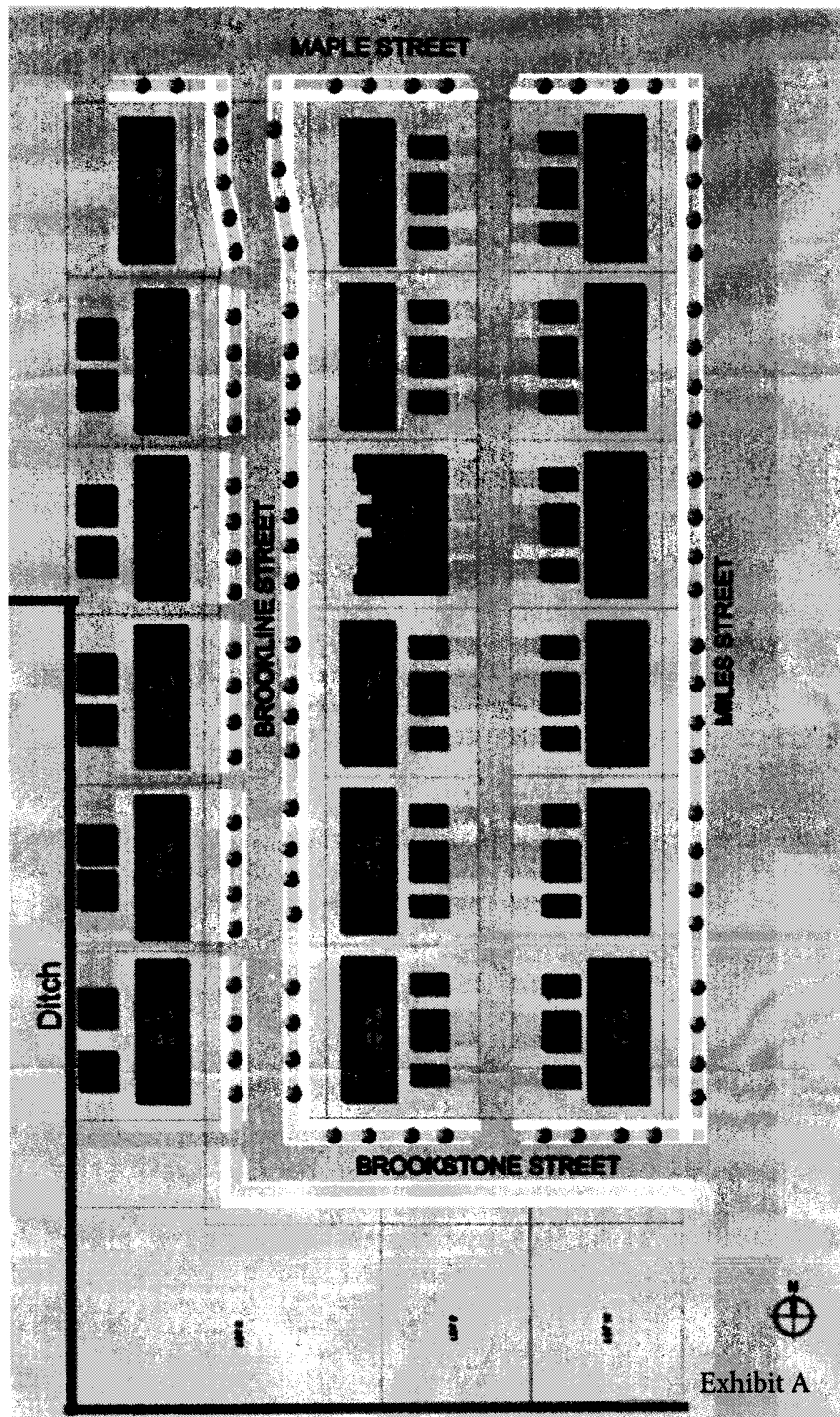


Exhibit A

After recording, please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

421178 Fee: \$38.00 Page(s): 4

Park County, MT Recorded 1/29/2021 At 10:04 AM
Maritza H Reddington , Clk & Rcdr By PS PS Return To:
COPA CONSULTING LLC 5024 S ASH AVE, STE 102
TEMPE, AZ 85282

AMENDMENT TO FIRST AMENDMENT TO THE DECLARATION AND BYLAWS

FOR

BROOKSTONE CONDOMINIUM

COMES NOW, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282 as the Declarant of Brookstone Condominium, located on Lot 15 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, the Declaration and Bylaws for Brookstone Condominium were recorded on July 9, 2020 as Document No. 416590 ("Declaration and Bylaws") and First Amendment to the Declaration and Bylaws for Brookstone Condominium were recorded October 13, 2020 as Document No. 419028, in the office of the Clerk and Recorder of Park County, Montana and do hereby amend said First Amendment to the Declaration and Bylaws as follows:

1. ARTICLE V. THE ASSOCIATION - Ditch Maintenance shall be replaced and superceded by the following paragraphs:

Ditch Maintenance

The Association shall be responsible for maintenance of the irrigation water ditches on Lots 1, 2, 3, 4, 5, 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, as shown on attached Exhibit A. Maintenance shall be as often as needed to insure free flow of irrigation waters and shall include mowing of vegetation and removal of anything that would hinder or alter the free flow of water including soil and sediment in the ditch and dirch pipes and culverts.

The Association agrees to abide by all ditch laws as outlined by the State of Montana HJ 26 report. Should the Association fail to perform the

above outlined maintenance, N Street Head Gate Lateral users shall perform any work as needed at the expense of the Association.

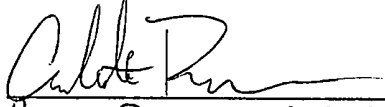
2. Except as amended as set forth above, the Declaration and Bylaws and First Amendment to the Declaration and Bylaws remain in full force and effect. In the event of any conflict between the terms of said Declaration and Bylaws and First Amendment to the Declaration and Bylaws and the terms of this Amendment to the First Amendment, the terms of this Amendment to the First Amendment shall control. This Amendment to the First Amendment shall run with the land and shall bind the heirs, successors, and assigns of the owners of the above described property.

DATED this 18 day of December, 2020.

[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by

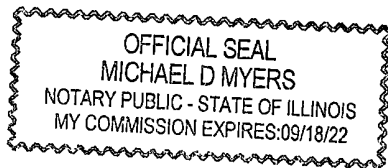

CARLOTTA PAONESSA, Authorized Signer

BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by


CARLOTTA PAONESSA, Authorized Signer

STATE OF ILLINOIS)
: ss.
County of COOK)

On this 18 day of Dec, 2020, before me, a Notary Public in and for said State, personally appeared CARLOTTA PAONESSA, Authorized Signer of COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.

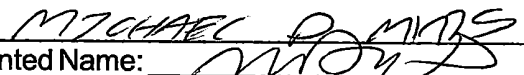



Printed Name: Michael D Myers
Notary Public for the State of ILLINOIS
Residing at Elk Grove, ILLINOIS
My commission expires: 9-18-22

STATE OF ILLINOIS)
: ss.
County of COOK)

On this 18 day of Dec, 2020, before me, a Notary Public in and for said State, personally appeared CARLOTTA PAONESSA, Authorized Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.




Printed Name: Michael D Myers
Notary Public for the State of ILLINOIS
Residing at Elk Grove, ILLINOIS
My commission expires: 9-18-22

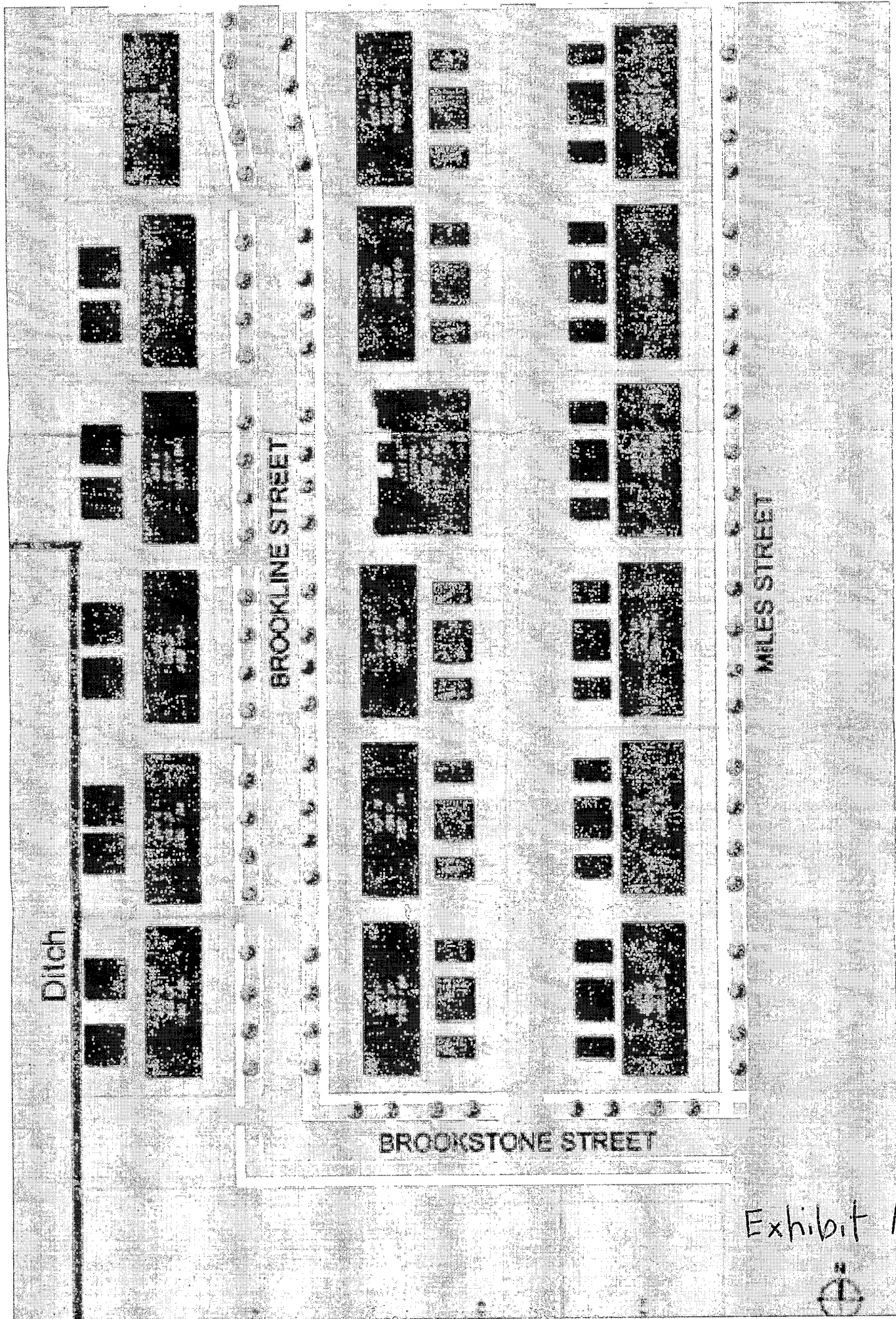


Exhibit A

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

421593 Fee: \$80.00 Page(s): 10

Park County, MT Recorded 2/17/2021 At 10:46 AM
Maritza H Reddington , Clk & Rcdr By PS h Return To:
COPA CONSULTING LLC 5024 S ASH AVE, SUITE 102
TEMPE, AZ 85282

FIRST SUPPLEMENTAL DECLARATION

FOR

BROOKSTONE CONDOMINIUM

11 By this First Supplemental Declaration for Brookstone Condominium made this day of February, 2021, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," hereby supplements the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590, First Amendment to Declaration and Bylaws for Brookstone Condominium recorded October 13, 2020 as Document No. 419028, and Amendment to First Amendment to Declaration and Bylaws for Brookstone Condominium recorded January 29, 2021 as Document No. 421178, all in the office of the Clerk and Recorder of Park County, Montana. This First Supplemental Declaration is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. The current address of Brookstone Condominium is 401 and 408 Brookline Street, Livingston, Montana 59047.

2. By this First Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phase 2 of Brookstone Condominium. Phase 2 consisting of four (4) Units designated as Units 401A, 401B, 401C and 401D.

3. Article II of the Declaration, REAL ESTATE, Description, is amended to read:

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lots 6 and 15 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is located within a growth policy area of a first-

class municipality and qualifies for a municipal facilities subdivision review exclusion in accord with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. Land divisions excluded from review (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. Exemption for certain condominiums and townhouses. Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase 1 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 408A, 408B, 408C and 408D. The condominium Units in Phase 2 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 401A, 401B, 401C and 401D. Additional phases are planned to be added pursuant to the expansion provisions in paragraph IV below. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

4. Article II of the Declaration, REAL ESTATE, Condominium Units, is amended to read:

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of Brookstone Condominium shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are currently contained in two (2) Buildings.

5. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE,

is amended by the substitution of a table of the percentage of undivided ownership of the specific Units as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
Unit 401A	922*	8.80% [†]
Unit 401B	917*	8.75% [†]
Unit 401C	917*	8.75% [†]
Unit 401D	922*	8.80% [†]
Unit 408A	1,414*	13.50% [†]
Unit 408B	1,985*	18.95% [†]
Unit 408C	1,985*	18.95% [†]
Unit 408D	1,414*	13.50% [†]
TOTAL	10,476*	100.00%[†]

[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

6. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, Floor Plans and Exhibits, is amended to read:

BROOKSTONE CONDOMINIUM consists of two (2) buildings and the real property described in Paragraph 3 above which contain a total of eight (8) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans.

7. The Site Plan showing the location of the two (2) Buildings containing Phase 1 and Phase 2, designated as Units 408A, 408B, 408C, 408D, 401A, 401B, 401C and 401D, are attached hereto as Exhibit AA. The site and floor plans for Phase 2, containing the additional four (4) Units are attached hereto as Exhibits A1 and A2. The principal materials of construction are the same as listed in the paragraph entitled Construction Materials of Article IV of the Declaration.

8. As to these four (4) new Units, there are no changes in the Limited Common Elements contained in the existing Declaration.

9. The Municipal Facilities Exemption recorded with the Declaration and Bylaws

for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 in the office of the Clerk and Recorder of Park County, Montana, permits a total of 72 Single Family Units on 18 Lots and this First Supplemental Declaration complies with the said Municipal Facilities Exemption.

10. The use of all of the Units in BROOKSTONE CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever, except that a Unit Owner may lease or rent his or her Unit to third persons for residential use provided that the Owner Occupancy Restrictions set forth in the Declaration and Bylaws for Brookstone Condominium are followed.

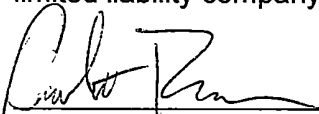
11. Except as amended due to the construction of additional Units of Brookstone Condominium, as set forth above, the Declaration and Bylaws for Brookstone Condominium, and any previous Amendments thereto, shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this First Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

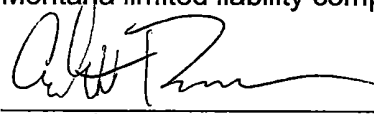
[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by

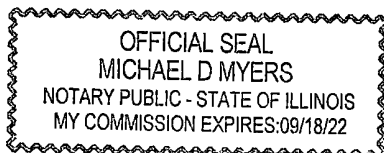

Carlotta Paonessa, Authorized Signer 2.11.21

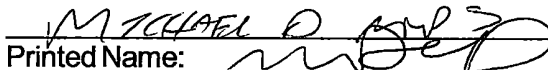
BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by


Carlotta Paonessa, Authorized Signer 2.11.21

STATE OF ILLINOIS)
County of COOK) : ss.

On this 11 day of February, 2021, before me, a Notary Public in and for said State, personally appeared CARLOTTA PAONESSA, Authorized Signer of COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.

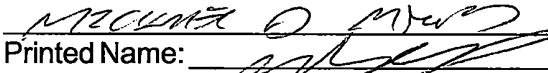



Printed Name: MICHAEL D MYERS
Notary Public for the State of ILLINOIS
Residing at ELK GROVE, ILLINOIS
My commission expires: 9-18-22

STATE OF ILLINOIS)
County of COOK) : ss.

On this 11 day of FEBRUARY, 2020, before me, a Notary Public in and for said State, personally appeared CARLOTTA PAONESSA, Authorized Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



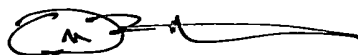

Printed Name: MICHAEL D MYERS
Notary Public for the State of ILLINOIS
Residing at ELK GROVE, ILLINOIS
My commission expires: 9-18-22

CERTIFICATE OF FLOOR PLANS

The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for Units 401A, 401B, 401C and 401D of BROOKSTONE CONDOMINIUM, situated on Lot 6 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said Units 401A, 401B, 401C and 401D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing Units 401A, 401B, 401C and 401D of BROOKSTONE CONDOMINIUM as built.

Dated: 2/16/2021



Cole Robertson
Licensed Professional Architect
License No. 11006

CONSENT OF MORTGAGEE

COMES NOW, FIRST SECURITY BANK, DIVISION OF GLACIER BANK, as the Beneficiary/Lender under that certain Construction Deed of Trust wherein BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company, was Grantor, MONTANA TITLE & ESCROW, INC. of Bozeman, Montana, was Trustee, and FIRST SECURITY BANK, DIVISION OF GLACIER BANK was Beneficiary/Lender recorded on December 30, 2020 as Document No. 420620 in the office of the Clerk and Recorder of Park County, Montana against the following described real property:

Lot 6 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

AND HEREBY CONSENTS to the submission of the above described real property to condominium ownership and to the recording of the First Supplemental Declaration for Brookstone Condominium set forth herein.

DATED this 16th day of February, 2021.

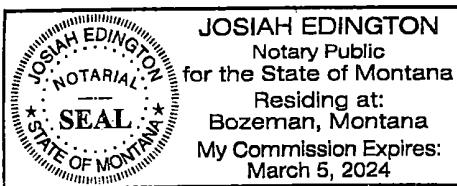
FIRST SECURITY BANK, DIVISION OF
GLACIER BANK, by



Cory Hollern, VP

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 16th day of February, 2021, before me, a Notary Public in and for said State, personally appeared Cory Hollern, VP of FIRST SECURITY BANK, DIVISION OF GLACIER BANK known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.

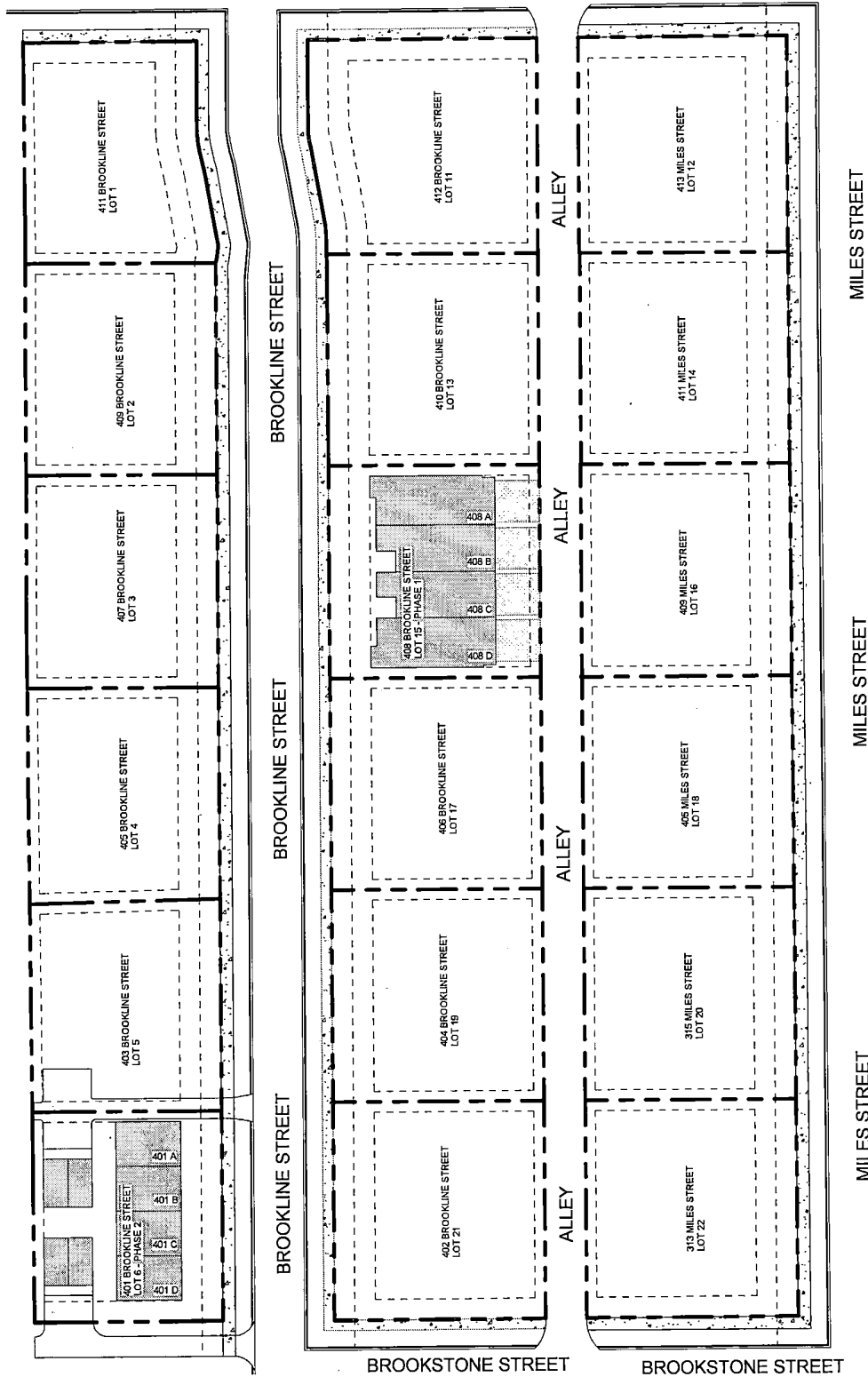




Printed Name: JOSIAH EDINGTON
Notary Public for the State of Montana
Residing at 208 E MAIN BOZEMAN, Montana
My commission expires: 3/5/2024

MAPLE STREET

MAPLE STREET



401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412 BROOKLINE STREET
& 413, 411, 409, 405, 315, 313 MILES STREET
LIVINGSTON, MT

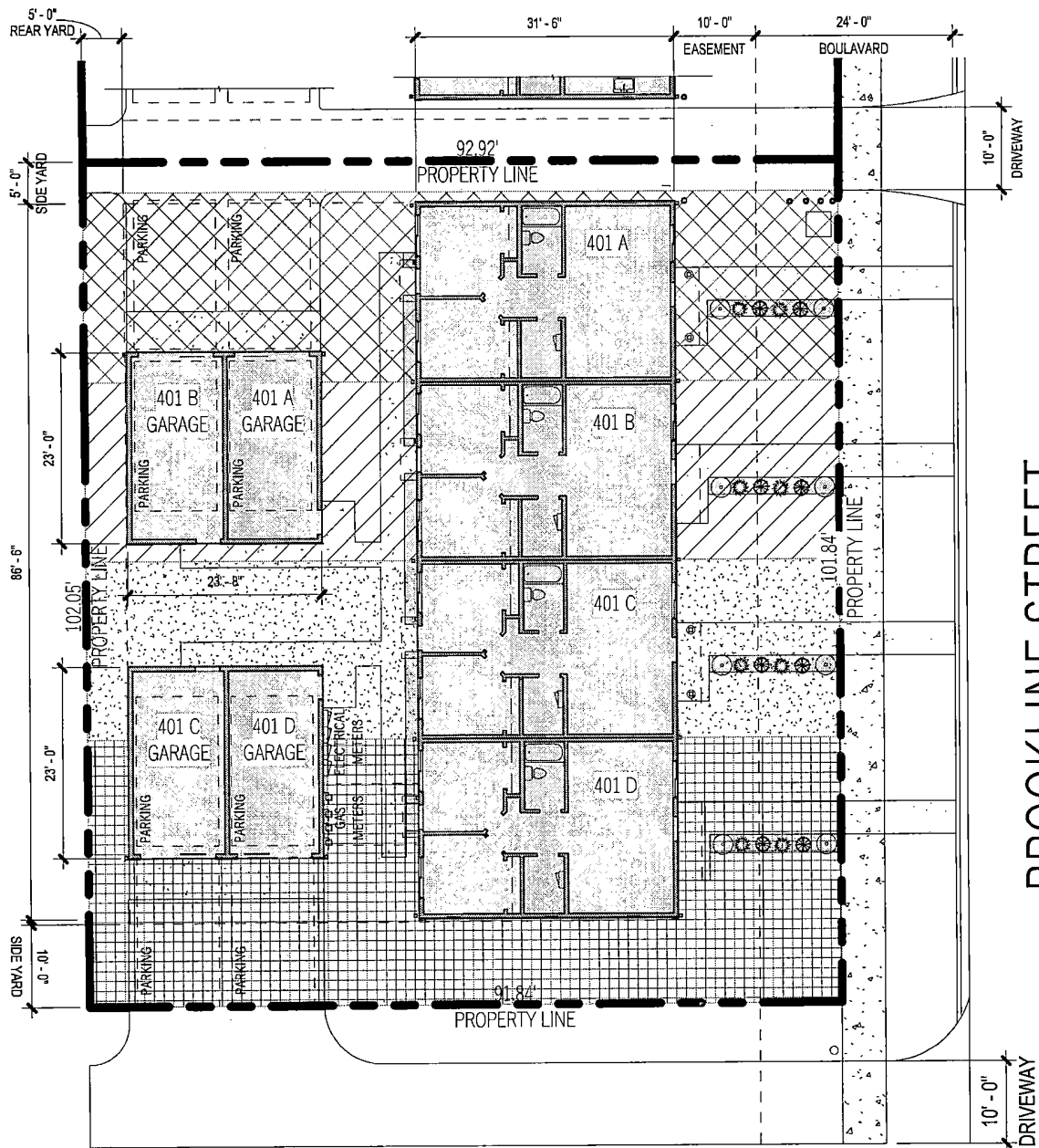
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E



DATE:
FEB 9 | 2020
PHASING

① SITE PLAN
1" = 50'-0"

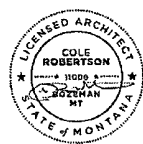
EXHIBIT AA



BROOKLINE STREET

- LCE UNIT A
- LCE UNIT B
- LCE UNIT C
- LCE UNIT D

401A, 401B, 401C, 401D BROOKLINE STREET
 BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 6
 PHASE 2



DATE:
FEB 9 | 2020

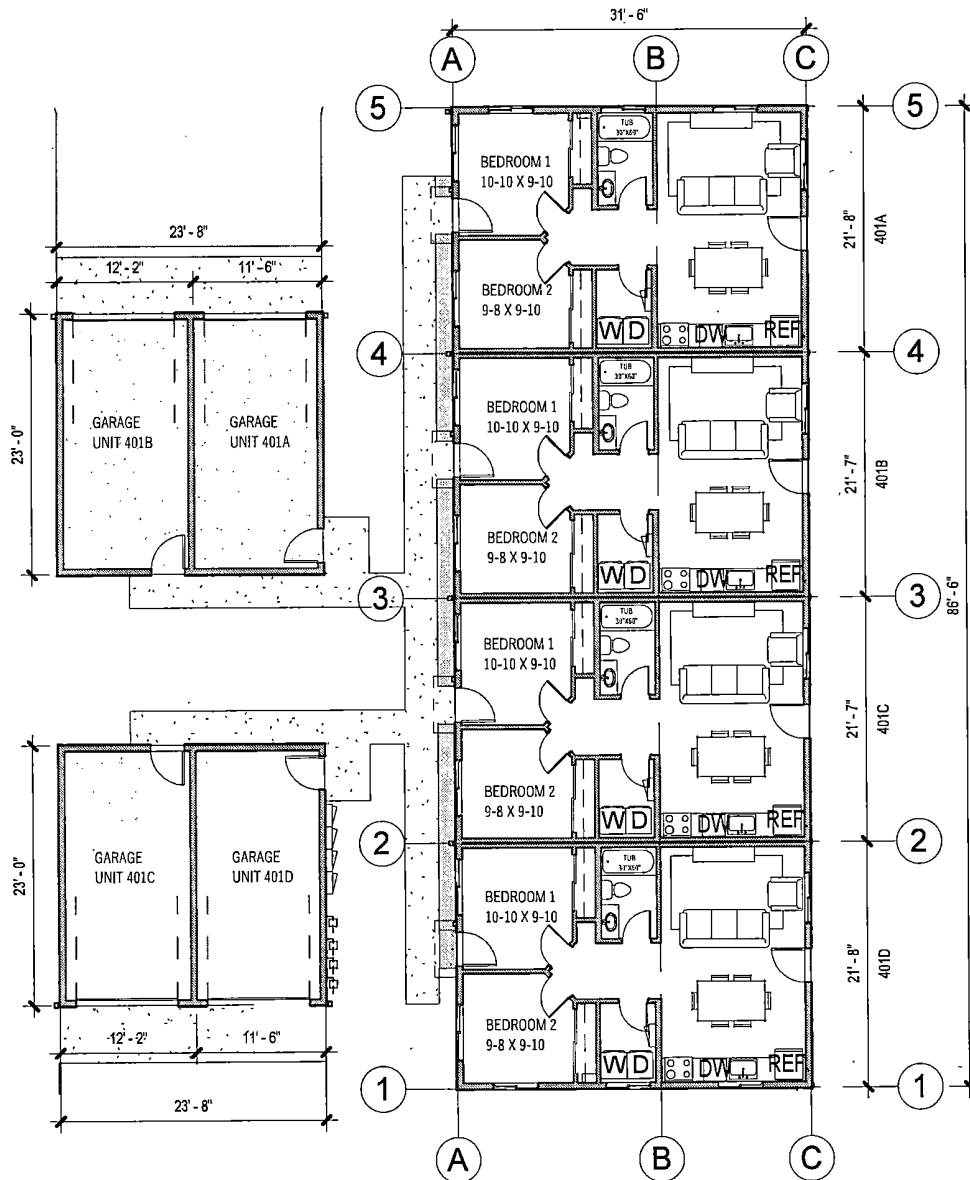
CONDO SITE PLAN
401 BROOKLINE

EXHIBIT A1



SITE PLAN - 401 BROOKLINE STREET

1" = 20'-0"



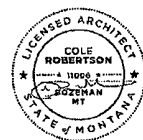
MAIN FLOOR 401A = 680 SF
GARAGE 401A = 242 SF

MAIN FLOOR 401B = 675 SF
GARAGE 401B = 242 SF

MAIN FLOOR 401C = 675 SF
GARAGE 401C = 242 SF

MAIN FLOOR 401D = 680 SF
GARAGE 401D = 242 SF

401A, 401B, 401C, 401D BROOKLINE STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 6
PHASE 2



DATE:
FEB 9 | 2020

**CONDO FLOOR PLAN
401 BROOKLINE**

EXHIBIT A2

1 FLOOR PLAN - 401 BROOKLINE STREET
1/16" = 1'-0"

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

M-31060

#421763 Fee: \$80.00 Page(s): 10

Park County, MT Recorded 2/24/2021 At 2:39 PM
Maritza H Reddington , Clk & Rcdr By JB Return To:
MONTANA TITLE AND ESCROW-RW 1925 N 22ND AVE
BOZEMAN, MT 59718

SECOND SUPPLEMENTAL DECLARATION

FOR

BROOKSTONE CONDOMINIUM

By this Second Supplemental Declaration for Brookstone Condominium made this 17th day of February, 2021, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," hereby supplements the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590, and as subsequently amended and supplemented, in the office of the Clerk and Recorder of Park County, Montana. This Second Supplemental Declaration is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. The current address of Brookstone Condominium is 313 Miles Street and 401 and 408 Brookline Street, Livingston, Montana 59047.

2. By this Second Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phase 3 of Brookstone Condominium. Phase 3 consisting of four (4) Units designated as Units 313A, 313B, 313C and 313D.

3. Article II of the Declaration, REAL ESTATE, Description, is amended to read:

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lots 6, 15 and 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is located within a growth policy area of a first-class municipality and qualifies for a municipal facilities subdivision review exclusion in accord with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. **Land divisions excluded from review** (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. **Exemption for certain condominiums and townhouses.** Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase 1 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 408A, 408B, 408C and 408D. The condominium Units in Phase 2 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 401A, 401B, 401C and 401D. The condominium Units in Phase 3 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 313A, 313B, 313C and 313D. Additional phases are planned to be added pursuant to the expansion provisions in paragraph IV below. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

4. Article II of the Declaration, REAL ESTATE, Condominium Units, is amended to read:

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of Brookstone Condominium shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are currently contained in three (3) Buildings.

5. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, is amended by the substitution of a table of the percentage of undivided ownership of the

specific Units as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
Unit 313A	997*	6.89% [†]
Unit 313B	997*	6.89% [†]
Unit 313C	997*	6.89% [†]
Unit 313D	997*	6.89% [†]
Unit 401A	922*	6.38% [†]
Unit 401B	917*	6.34% [†]
Unit 401C	917*	6.34% [†]
Unit 401D	922*	6.38% [†]
Unit 408A	1,414*	9.78% [†]
Unit 408B	1,985*	13.72% [†]
Unit 408C	1,985*	13.72% [†]
Unit 408D	1,414*	9.78% [†]
TOTAL	10,476*	100.00%[†]

[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

6. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, Floor Plans and Exhibits, is amended to read:

BROOKSTONE CONDOMINIUM consists of three (3) buildings and the real property described in Paragraph 3 above which contain a total of twelve (12) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans.

7. The Site Plan showing the location of the three (3) Buildings containing Phase 1, Phase 2 and Phase 3, designated as Units 408A, 408B, 408C, 408D, 401A, 401B, 401C, 401D, 313A, 313B, 313C and 313D are attached hereto as Exhibit AA. The site and floor plans for Phase 3, containing the additional four (4) Units are attached hereto as Exhibits B1 and B2. The principal materials of construction are the same as listed in the paragraph entitled Construction Materials of Article IV of the Declaration.

8. As to these four (4) new Units, there are no changes in the Limited Common

Elements contained in the existing Declaration.

9. The Municipal Facilities Exemption recorded with the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 in the office of the Clerk and Recorder of Park County, Montana, permits a total of 72 Single Family Units on 18 Lots and this Second Supplemental Declaration complies with the said Municipal Facilities Exemption.

10. The use of all of the Units in BROOKSTONE CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever, except that a Unit Owner may lease or rent his or her Unit to third persons for residential use provided that the Owner Occupancy Restrictions set forth in the Declaration and Bylaws for Brookstone Condominium are followed.

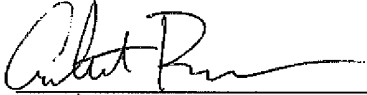
11. Except as amended due to the construction of additional Units of Brookstone Condominium, as set forth above, the Declaration and Bylaws for Brookstone Condominium, and any previous Amendments thereto, shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Second Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona limited liability company, by



Carlotta Paonessa, Authorized Signer

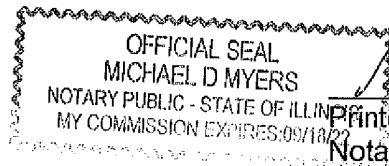
BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company, by



Carlotta Paonessa, Authorized Signer

STATE OF Arizona)
 : ss.
County of COOL)

On this 17 day of February, 2021, before me, a Notary Public in and for said State, personally appeared CARLOTTA PAONESSA, Authorized Signer of COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



Printed Name: MICHAEL D MYERS

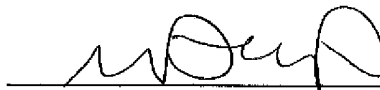
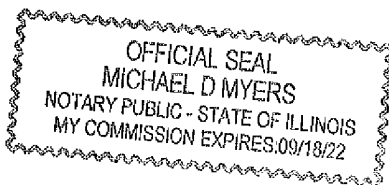
Notary Public for the State of ILLINOIS

Residing at ELK GROVE, ILLINOIS

My commission expires: 9-18-22

STATE OF ILLINOIS)
 : ss.
County of COOK)

On this 17 day of FEB, 2021, before me, a Notary Public in and for said State, personally appeared CARLOTTA PAONESSA, Authorized Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



Printed Name: MICHAEL D MYERS

Notary Public for the State of ILLINOIS

Residing at ELK GROVE, ILLINOIS

My commission expires: 9-18-22

CONSENT OF MORTGAGEE

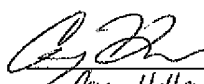
COMES NOW, FIRST SECURITY BANK, DIVISION OF GLACIER BANK, as the Beneficiary/Lender under that certain Construction Deed of Trust wherein BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company, was Grantor, MONTANA TITLE & ESCROW, INC. of Bozeman, Montana, was Trustee, and FIRST SECURITY BANK, DIVISION OF GLACIER BANK was Beneficiary/Lender recorded on December 30, 2020 as Document No. 420620 in the office of the Clerk and Recorder of Park County, Montana against the following described real property:

Lot 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

AND HEREBY CONSENTS to the submission of the above described real property to condominium ownership and to the recording of the Second Supplemental Declaration for Brookstone Condominium set forth herein.

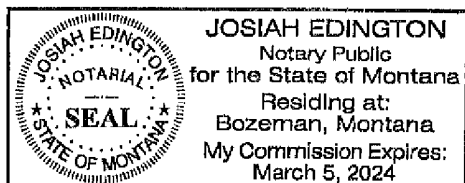
DATED this 23rd day of February, 2021.

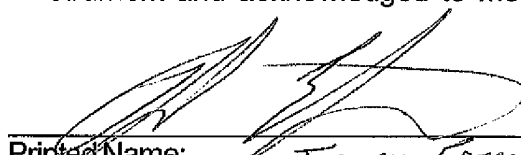
FIRST SECURITY BANK, DIVISION OF
GLACIER BANK, by


Cory Hollern, VP

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 23rd day of February, 2021, before me, a Notary Public in and for said State, personally appeared Cory Hollern, VP of FIRST SECURITY BANK, DIVISION OF GLACIER BANK known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.




Printed Name: JOSIAH EDINGTON
Notary Public for the State of Montana
Residing at 3/5/2024, Montana
My commission expires: _____

CERTIFICATE OF FLOOR PLANS

The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for Units 313A, 313B, 313C and 313D of BROOKSTONE CONDOMINIUM, situated on Lot 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said Units 313A, 313B, 313C and 313D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing Units Units 313A, 313B, 313C and 313D of BROOKSTONE CONDOMINIUM as built.

Dated: 2/16/2021



Cole Robertson
Licensed Professional Architect
License No. 11006

MAPLE STREET

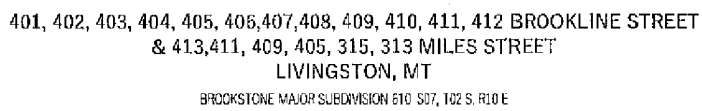
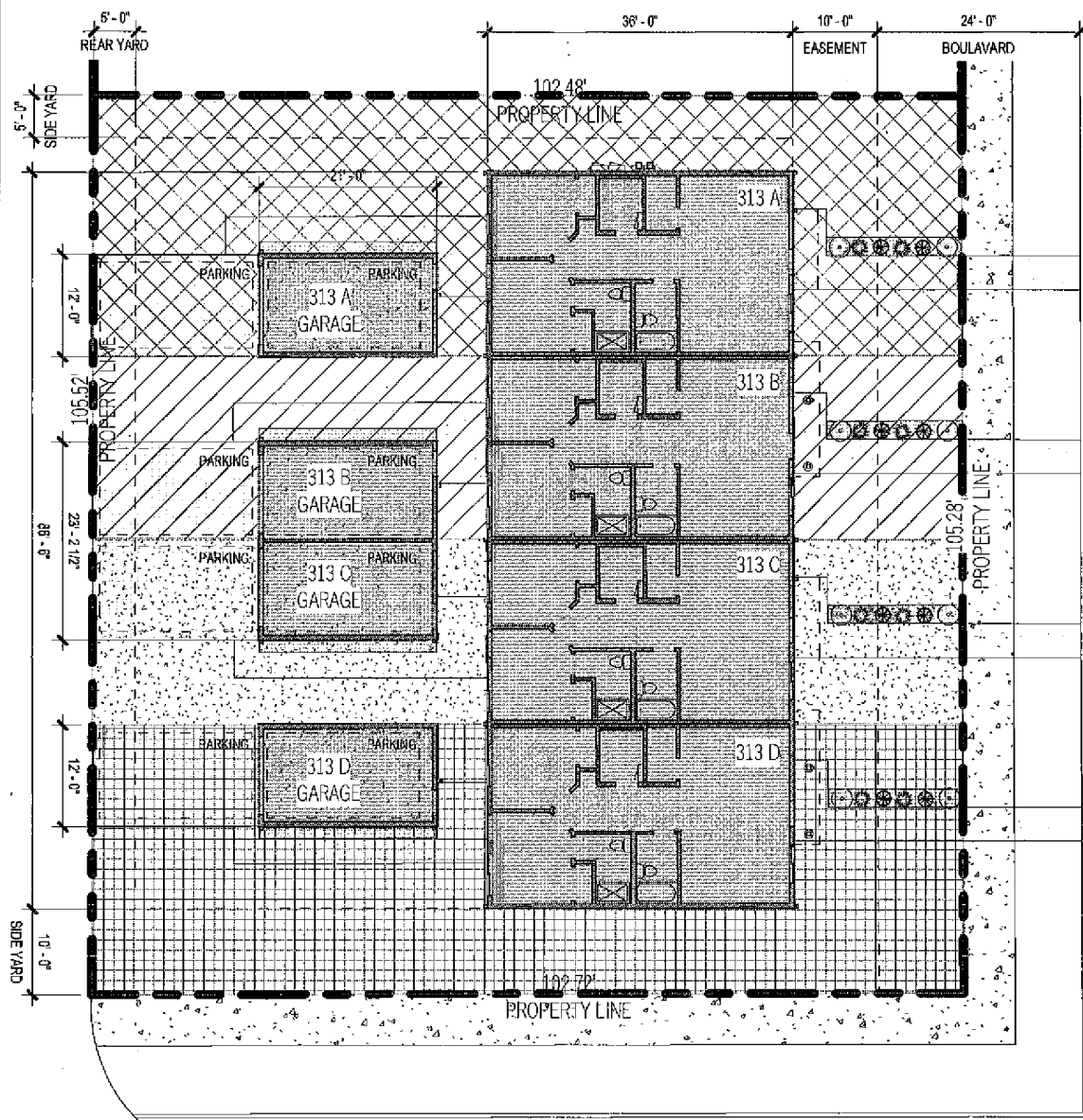


EXHIBIT AA



MILES STREET

BROOKSTONE STREET

 LCE UNIT A
 LCE UNIT B
 LCE UNIT C
 LCE UNIT D

313A, 313B, 313C, 313D MILES STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 22
PHASE 3

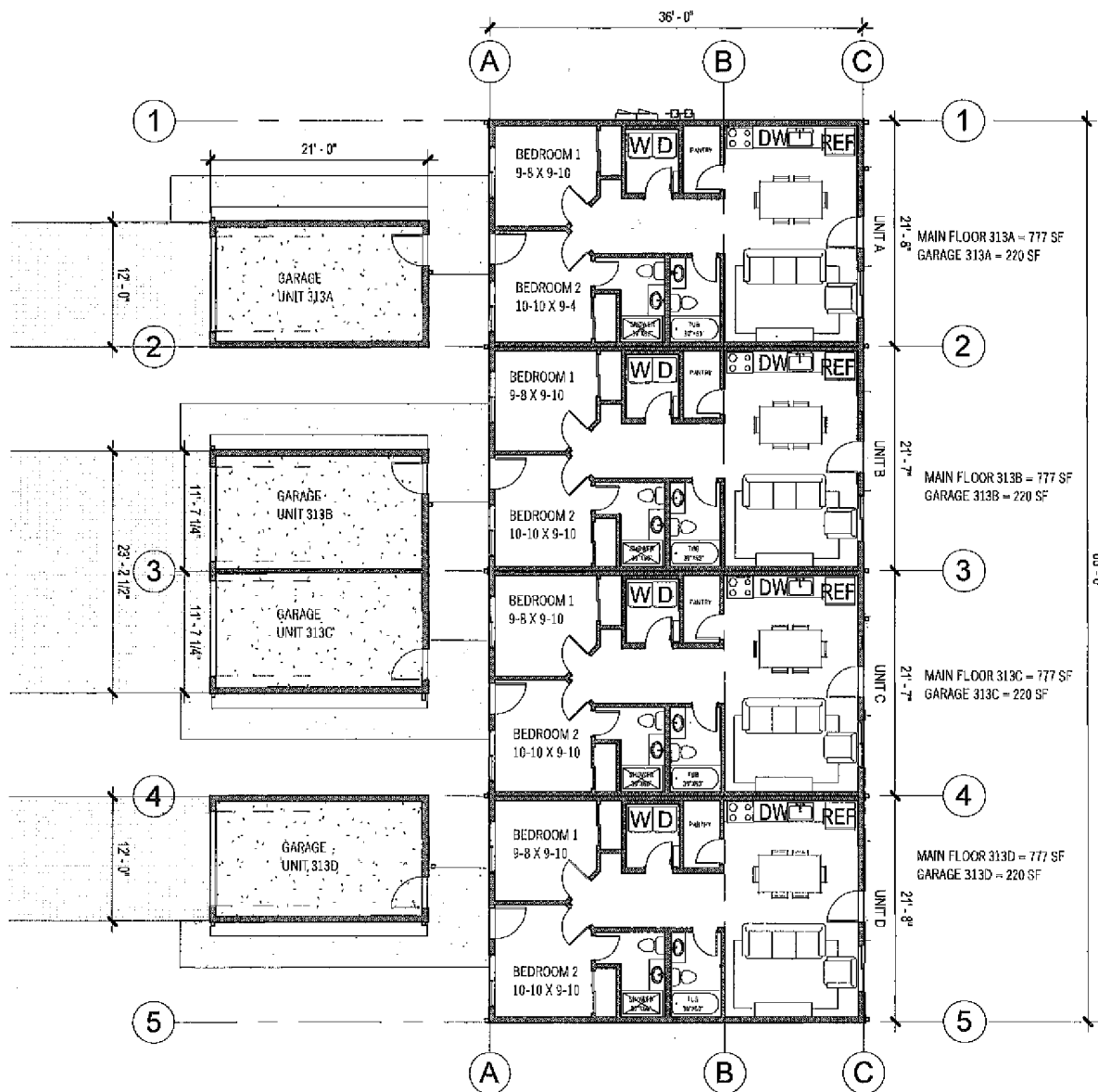


DATE:
FEB 9 | 2020

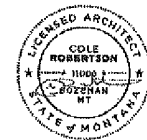
CONDO SITE PLAN
313 MILES

1 SITE PLAN - 313 MILES STREET
1" = 20'-0"

EXHIBIT B1



313A, 313B, 313C, 313D MILES STREET
 BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 22
 PHASE 3



DATE:
 FEB 9 | 2020
CONDO FLOOR PLAN
313 MILES

1 FLOOR PLAN 313 MILES STREET
 1/16" = 1'-0"

EXHIBIT B2

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

422536 Fee: \$80.00 Page(s): 10

Park County, MT Recorded 3/29/2021 At 11:14 AM
Maritza H Reddington , Clk & Rcdr By PS *jb* Return To:
COPA CONSULTING LLC 5024 S ASH AVE
SUITE 102 TEMPE, AZ 85282

THIRD SUPPLEMENTAL DECLARATION

FOR

BROOKSTONE CONDOMINIUM

By this Third Supplemental Declaration for Brookstone Condominium made this 2nd day of March, 2021, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," hereby supplements the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590, and as subsequently amended and supplemented, in the office of the Clerk and Recorder of Park County, Montana. This Third Supplemental Declaration is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. The current address of Brookstone Condominium is 313 Miles Street and 401, 403 and 408 Brookline Street, Livingston, Montana 59047.

2. By this Third Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phase 4 of Brookstone Condominium. Phase 4 consisting of four (4) Units designated as Units 403A, 403B, 403C and 403D.

3. Article II of the Declaration, REAL ESTATE, Description, is amended to read:

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lots 5, 6, 15 and 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is located within a growth policy area of a first-class municipality and qualifies for a municipal facilities subdivision review exclusion in accord with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. Land divisions excluded from review (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. Exemption for certain condominiums and townhouses. Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase 1 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 408A, 408B, 408C and 408D. The condominium Units in Phase 2 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 401A, 401B, 401C and 401D. The condominium Units in Phase 3 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 313A, 313B, 313C and 313D. The condominium Units in Phase 4 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 403A, 403B, 403C and 403D. Additional phases are planned to be added pursuant to the expansion provisions in paragraph IV below. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

4. Article II of the Declaration, REAL ESTATE, Condominium Units, is amended to read:

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of Brookstone Condominium shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are currently contained in four (4) Buildings.

5. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, is amended by the substitution of a table of the percentage of undivided ownership of the specific Units as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
Unit 313A	997*	5.50% [†]
Unit 313B	997*	5.50% [†]
Unit 313C	997*	5.50% [†]
Unit 313D	997*	5.50% [†]
Unit 401A	922*	5.08% [†]
Unit 401B	917*	5.05% [†]
Unit 401C	917*	5.05% [†]
Unit 401D	922*	5.08% [†]
Unit 403A	922*	5.08% [†]
Unit 403B	917*	5.05% [†]
Unit 403C	917*	5.05% [†]
Unit 403D	922*	5.08% [†]
Unit 408A	1,414*	7.79% [†]
Unit 408B	1,985*	10.94% [†]
Unit 408C	1,985*	10.94% [†]
Unit 408D	1,414*	7.79% [†]
TOTAL	18,476*	100.00%[†]

[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

6. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, Floor Plans and Exhibits, is amended to read:

BROOKSTONE CONDOMINIUM consists of four (4) buildings and the real property described in Paragraph 3 above which contain a total of sixteen (16) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans.

7. The Site Plan showing the location of the four (4) Buildings containing Phase 1, Phase 2, Phase 3 and Phase 4, designated as Units 408A, 408B, 408C, 408D, 401A,

401B, 401C, 401D, 313A, 313B, 313C, 313D, 403A, 403B, 403C and 403D are attached hereto as Exhibit 1AA. The site and floor plans for Phase 4, containing the additional four (4) Units are attached hereto as Exhibits C1 and C2. The principal materials of construction are the same as listed in the paragraph entitled Construction Materials of Article IV of the Declaration.

8. As to these four (4) new Units, there are no changes in the Limited Common Elements contained in the existing Declaration.

9. The Municipal Facilities Exemption recorded with the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 in the office of the Clerk and Recorder of Park County, Montana, permits a total of 72 Single Family Units on 18 Lots and this Second Supplemental Declaration complies with the said Municipal Facilities Exemption.

10. The use of all of the Units in BROOKSTONE CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever, except that a Unit Owner may lease or rent his or her Unit to third persons for residential use provided that the Owner Occupancy Restrictions set forth in the Declaration and Bylaws for Brookstone Condominium are followed.

11. Except as amended due to the construction of additional Units of Brookstone Condominium, as set forth above, the Declaration and Bylaws for Brookstone Condominium, and any previous Amendments thereto, shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Second Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

[signatures on following page]

**COPA CONSULTING, LLC, an Arizona
limited liability company, by**

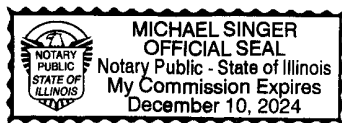

3.2.21, Authorized Signer

**BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by**

3.2.21, Authorized Signer

STATE OF IL)
) : ss.
County of Cook)

On this 2nd day of March, 2021, before me, a Notary Public in and for said State, personally appeared Carlotta Paonessa, Authorized Signer of COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



Printed Name: Michael Singer
Notary Public for the State of IL
Residing at Elk Grove Village, IL
My commission expires: 12/10/2024

STATE OF IL)
) : ss.
County of Cook)

On this 2nd day of March, 2021, before me, a Notary Public in and for said State, personally appeared Ceclotta Paolessa, Authorized Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



Printed Name: Michael Singer
Notary Public for the State of IL
Residing at Elk Grove Village, IL
My commission expires: 12/10/2024

CERTIFICATE OF FLOOR PLANS

The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for Units 403A, 403B, 403C and 403D of BROOKSTONE CONDOMINIUM, situated on Lot 5 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said Units 403A, 403B, 403C and 403D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing Units 403A, 403B, 403C and 403D of BROOKSTONE CONDOMINIUM as built.

Dated: 3.24.2021



Cole Robertson
Licensed Professional Architect
License No. 11006

CONSENT OF MORTGAGEE

COMES NOW, FIRST SECURITY BANK, DIVISION OF GLACIER BANK, as the Beneficiary/Lender under that certain Construction Deed of Trust wherein BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company, was Grantor, MONTANA TITLE & ESCROW, INC. of Bozeman, Montana, was Trustee, and FIRST SECURITY BANK, DIVISION OF GLACIER BANK was Beneficiary/Lender recorded on December 30, 2020 as Document No. 420620 in the office of the Clerk and Recorder of Park County, Montana against the following described real property:

Lot 5 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

AND HEREBY CONSENTS to the submission of the above described real property to condominium ownership and to the recording of the Third Supplemental Declaration for Brookstone Condominium set forth herein.

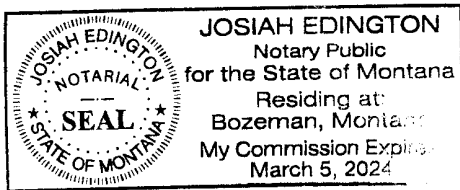
DATED this 9 day of March, 2021.

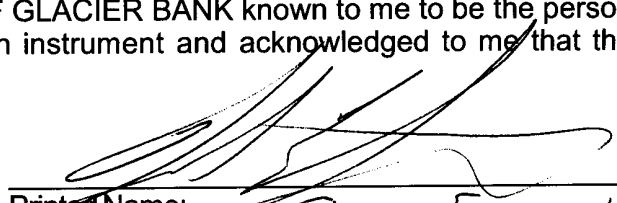
FIRST SECURITY BANK, DIVISION OF
GLACIER BANK, by

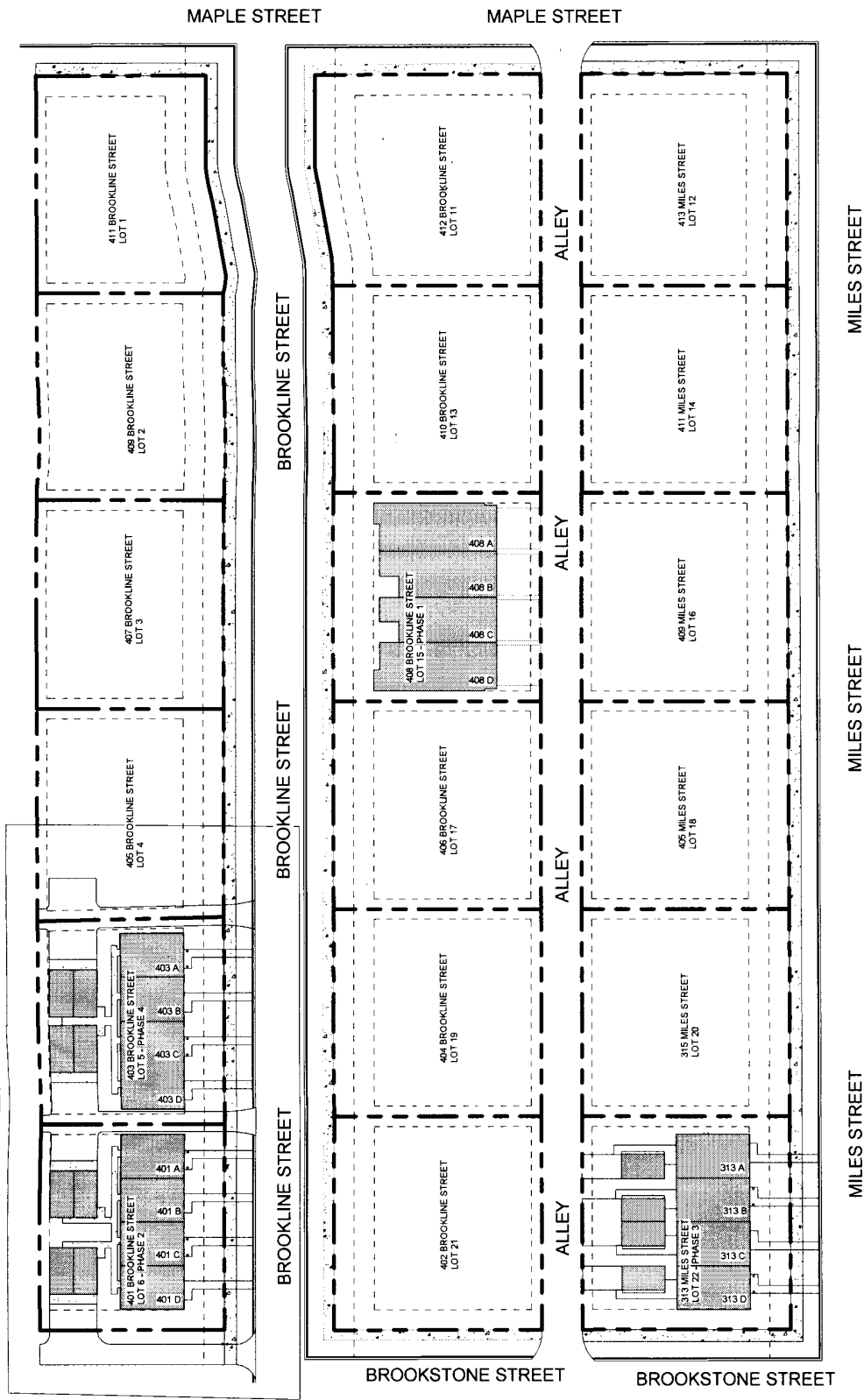

Cory Hollern, VP

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 9 day of March, 2021, before me, a Notary Public in and for said State, personally appeared CORY HOLLERN, VP of FIRST SECURITY BANK, DIVISION OF GLACIER BANK known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.




Printed Name: JOSIAH EDINGTON
Notary Public for the State of Montana
Residing at 203 E MAIN, BOZEMAN Montana
My commission expires: 3/5/24



401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412 Brookline Street
& 413, 411, 409, 405, 315, 313 Miles Street
LIVINGSTON, MT

BROOKSTONE MAJOR SUBDIVISION 610, 507, 102 S. RICH



DATE:
MAR 9 | 2021
PHASING

1 SITE PLAN
1" = 50'-0"

EXHIBIT 1AA

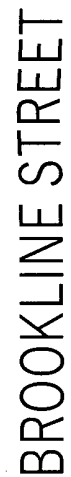
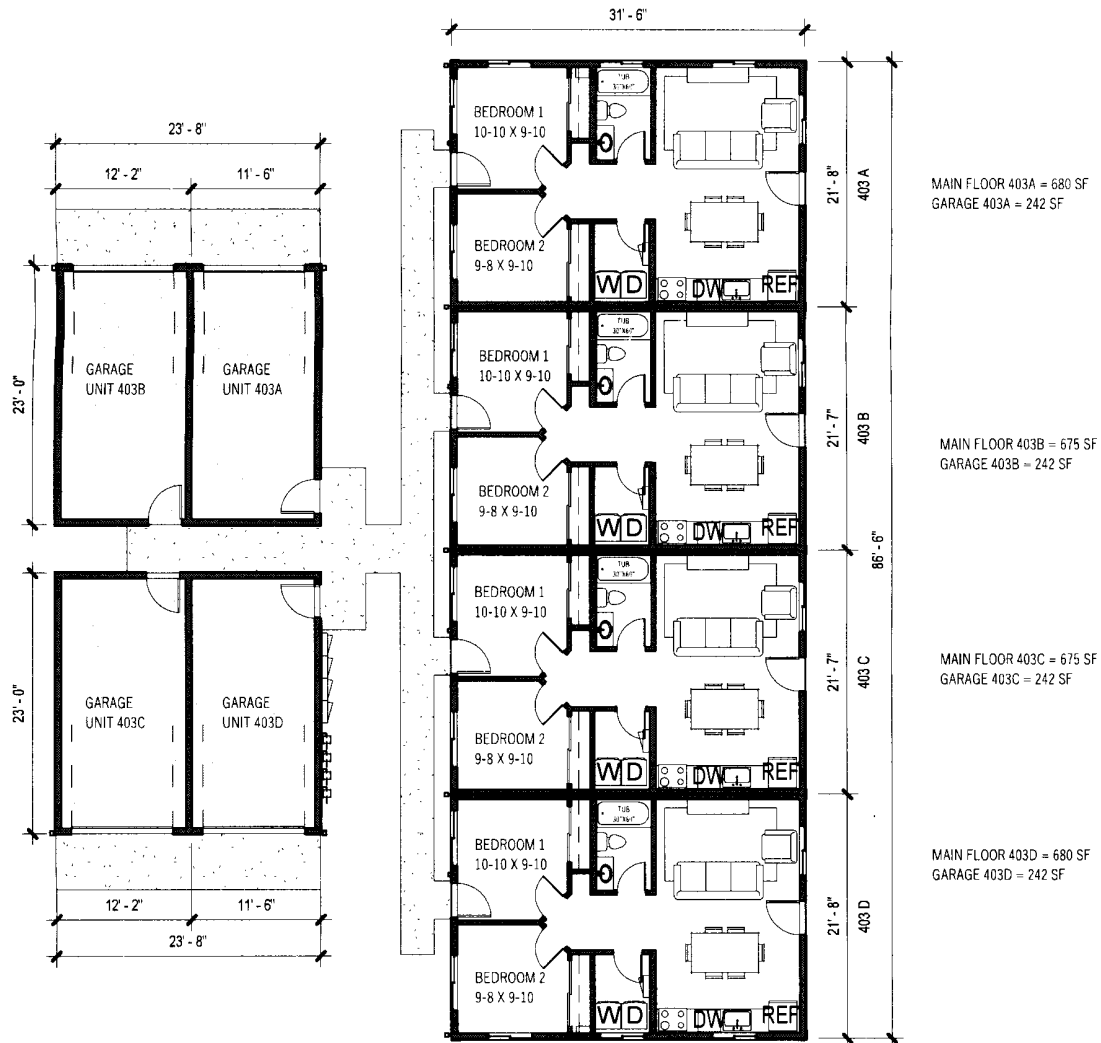
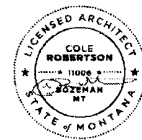


EXHIBIT C1



403A, 403B, 403C, 403D BROOKLINE STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 5
PHASE 4



DATE:
MAR 9 | 2021

CONDO FLOOR PLAN
403 BROOKLINE

EXHIBIT C2

1 FLOOR PLAN - 403 BROOKLINE STREET
1/16" = 1'-0"

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

422537 Fee: \$80.00 Page(s): 10

Park County, MT Recorded 3/29/2021 At 11:14 AM
Maritza H Reddington, Clk & Rcdr By PS 16 Return To:
COPA CONSULTING LLC 5024 S ASH AVE
SUITE 102 TEMPE, AZ 85282

FOURTH SUPPLEMENTAL DECLARATION

FOR

BROOKSTONE CONDOMINIUM

26th By this Fourth Supplemental Declaration for Brookstone Condominium made this day of March, 2021, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," hereby supplements the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590, and as subsequently amended and supplemented, in the office of the Clerk and Recorder of Park County, Montana. This Fourth Supplemental Declaration is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. The current address of Brookstone Condominium is 313 and 315 Miles Street and 401, 403 and 408 Brookline Street, Livingston, Montana 59047.

2. By this Fourth Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phase 5 of Brookstone Condominium. Phase 5 consisting of four (4) Units designated as Units 315A, 315B, 315C and 315D.

3. Article II of the Declaration, REAL ESTATE, Description, is amended to read:

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lots 5, 6, 15, 20 and 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is located within a growth policy area of a first-class municipality and qualifies for a municipal facilities subdivision review exclusion in accord with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. Land divisions excluded from review (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. Exemption for certain condominiums and townhouses. Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase 1 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 408A, 408B, 408C and 408D. The condominium Units in Phase 2 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 401A, 401B, 401C and 401D. The condominium Units in Phase 3 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 313A, 313B, 313C and 313D. The condominium Units in Phase 4 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 403A, 403B, 403C and 403D. The condominium Units in Phase 5 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as Units 315A, 315B, 315C and 315D. Additional phases are planned to be added pursuant to the expansion provisions in paragraph IV below. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

4. Article II of the Declaration, REAL ESTATE, Condominium Units, is amended to read:

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of Brookstone Condominium shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising

the condominium are currently contained in five (5) Buildings.

5. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, is amended by the substitution of a table of the percentage of undivided ownership of the specific Units as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
Unit 313A	997*	4.48% [†]
Unit 313B	997*	4.48% [†]
Unit 313C	997*	4.48% [†]
Unit 313D	997*	4.48% [†]
Unit 315A	1029*	4.62% [†]
Unit 315B	1029*	4.62% [†]
Unit 315C	1029*	4.62% [†]
Unit 315D	1029*	4.62% [†]
Unit 401A	922*	4.14% [†]
Unit 401B	917*	4.12% [†]
Unit 401C	917*	4.12% [†]
Unit 401D	922*	4.14% [†]
Unit 403A	922*	4.14% [†]
Unit 403B	917*	4.12% [†]
Unit 403C	917*	4.12% [†]
Unit 403D	922*	4.14% [†]
Unit 408A	1,414*	6.35% [†]
Unit 408B	1,985*	8.92% [†]
Unit 408C	1,985*	8.92% [†]
Unit 408D	1,414*	6.35% [†]
TOTAL	22,258*	100.00%[†]

[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

6. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, Floor Plans and Exhibits, is amended to read:

BROOKSTONE CONDOMINIUM consists of five (5) buildings and the real property described in Paragraph 3 above which contain a total of twenty (20) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans.

7. The Site Plan showing the location of the five (5) Buildings containing Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5, designated as Units 408A, 408B, 408C, 408D, 401A, 401B, 401C, 401D, 313A, 313B, 313C, 313D, 403A, 403B, 403C, 403D, 315A, 315B, 315C and 315D are attached hereto as Exhibit AA. The site and floor plans for Phase 5, containing the additional four (4) Units are attached hereto as Exhibits D1 and D2. The principal materials of construction are the same as listed in the paragraph entitled Construction Materials of Article IV of the Declaration.

8. As to these four (4) new Units, there are no changes in the Limited Common Elements contained in the existing Declaration.

9. The Municipal Facilities Exemption recorded with the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 in the office of the Clerk and Recorder of Park County, Montana, permits a total of 72 Single Family Units on 18 Lots and this Second Supplemental Declaration complies with the said Municipal Facilities Exemption.

10. The use of all of the Units in BROOKSTONE CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever, except that a Unit Owner may lease or rent his or her Unit to third persons for residential use provided that the Owner Occupancy Restrictions set forth in the Declaration and Bylaws for Brookstone Condominium are followed.

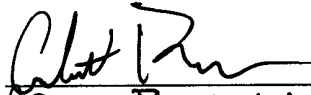
11. Except as amended due to the construction of additional Units of Brookstone Condominium, as set forth above, the Declaration and Bylaws for Brookstone Condominium, and any previous Amendments thereto, shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Second Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by

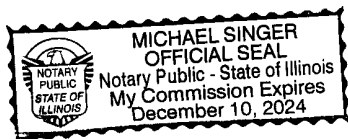

CARLOTTA PAONESSA, Authorized Signer

BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by


CARLOTTA PAONESSA, Authorized Signer

STATE OF IL)
: ss.
County of Cook)

On this 19th day of March, 2021, before me, a Notary Public in
and for said State, personally appeared Carlotta Paonessa, Authorized Signer of
COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me that
the company executed the same.



Printed Name: Michael Singer
Notary Public for the State of Illinois
Residing at Elk Grove Village, IL
My commission expires: 12/10/2024

STATE OF IL)
: ss.
County of Cook)

On this 19th day of March, 2021, before me, a Notary Public in and
for said State, personally appeared Carlotta Paonessa, Authorized
Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known
to me to be the person whose name is subscribed to the within instrument and
acknowledged to me that the company executed the same.



Printed Name: Michael Singer
Notary Public for the State of Illinois
Residing at Elk Grove Vill, IL
My commission expires: 12/10/2024

CONSENT OF MORTGAGEE

COMES NOW, FIRST SECURITY BANK, DIVISION OF GLACIER BANK, as the Beneficiary/Lender under that certain Construction Deed of Trust wherein BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company, was Grantor, MONTANA TITLE & ESCROW, INC. of Bozeman, Montana, was Trustee, and FIRST SECURITY BANK, DIVISION OF GLACIER BANK was Beneficiary/Lender recorded on December 30, 2020 as Document No. 420620 in the office of the Clerk and Recorder of Park County, Montana against the following described real property:

Lot 20 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

AND HEREBY CONSENTS to the submission of the above described real property to condominium ownership and to the recording of the Third Supplemental Declaration for Brookstone Condominium set forth herein.

DATED this 24th day of March, 2021.

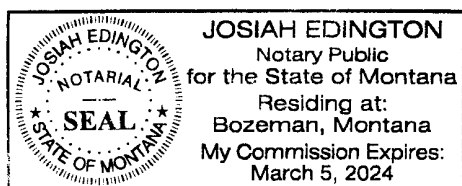
FIRST SECURITY BANK, DIVISION OF
GLACIER BANK, by

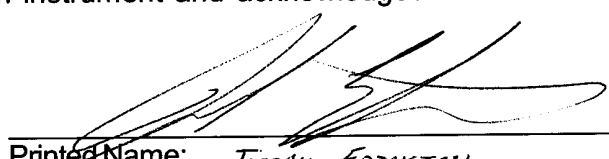

Cory Hollan

, VP/Commercial Lender

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 24th day of March, 2021, before me, a Notary Public in and for said State, personally appeared Cory Hollan, VP of FIRST SECURITY BANK, DIVISION OF GLACIER BANK known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.




Printed Name: Josiah Edington
Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: 3/5/2024

CERTIFICATE OF FLOOR PLANS

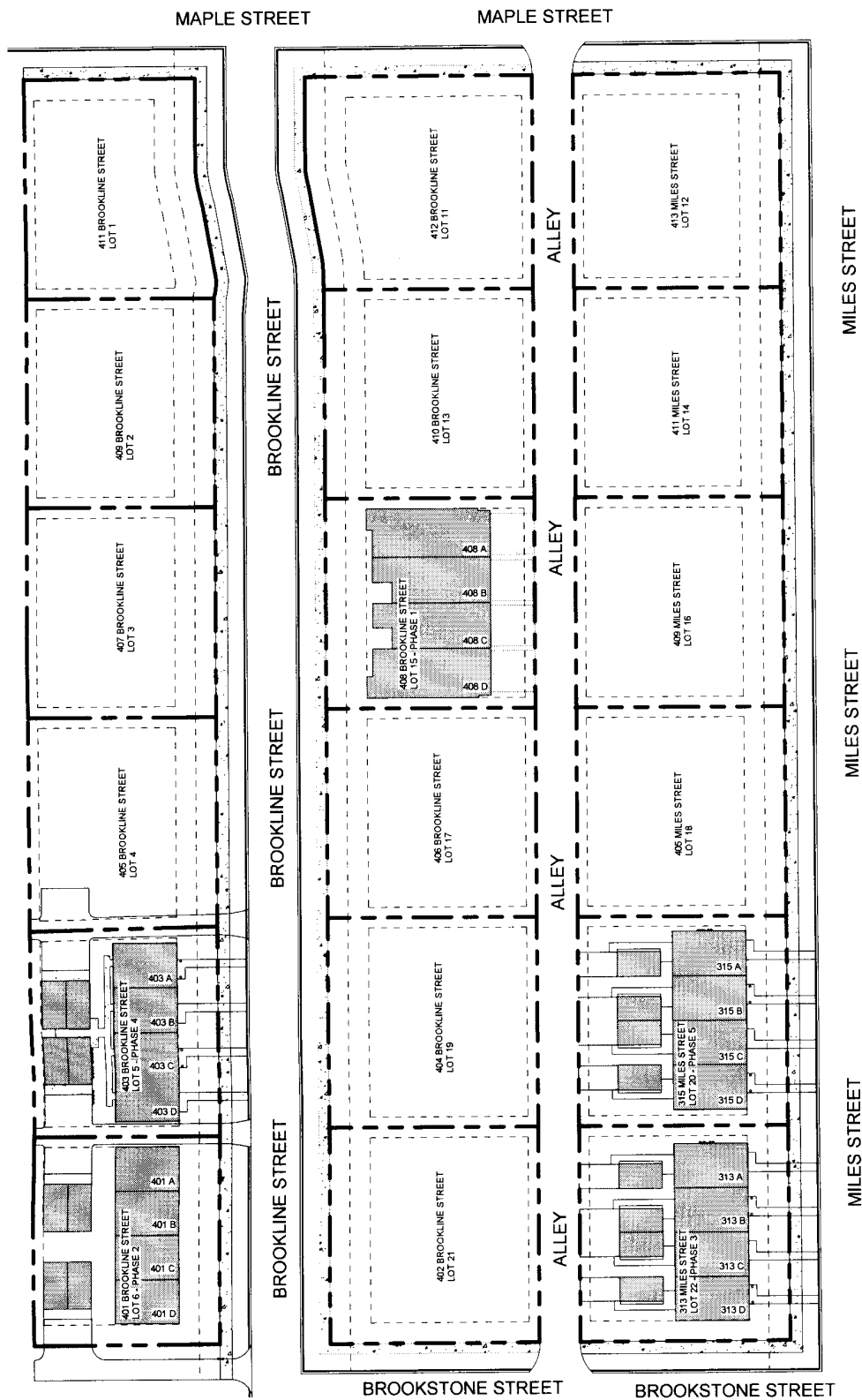
The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for Units 315A, 315B, 315C and 315D of BROOKSTONE CONDOMINIUM, situated on Lot 20 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said Units 315A, 315B, 315C and 315D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing Units 315A, 315B, 315C and 315D of BROOKSTONE CONDOMINIUM as built.

Dated: 3 / 25 / 21



Cole Robertson
Licensed Professional Architect
License No. 11006



401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412 BROOKLINE STREET
 & 413, 411, 409, 405, 315, 313 MILES STREET
 LIVINGSTON, MT

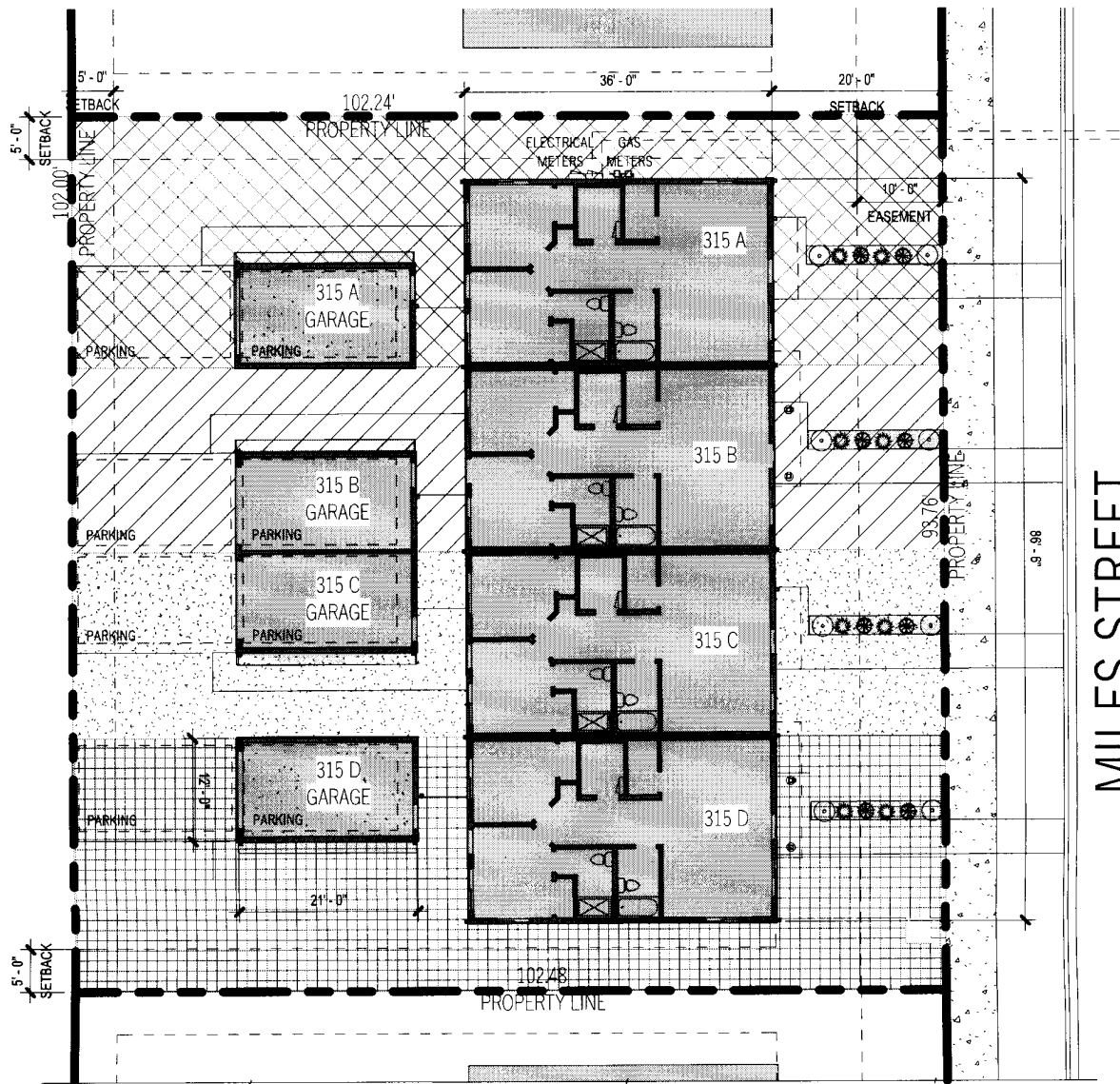
BROOKSTONE MALDEN SUBDIVISION 610, 507, 107 S. 101 E



DATE:
 MAR 9 | 2021
 PHASING

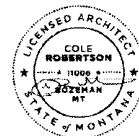
1 SITE PLAN
 1" = 50'-0"

EXHIBIT AA



- LCE UNIT A
- LCE UNIT B
- LCE UNIT C
- LCE UNIT D

315A, 315B, 315C, 315D MILES STREET
 BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 20
 PHASE 5

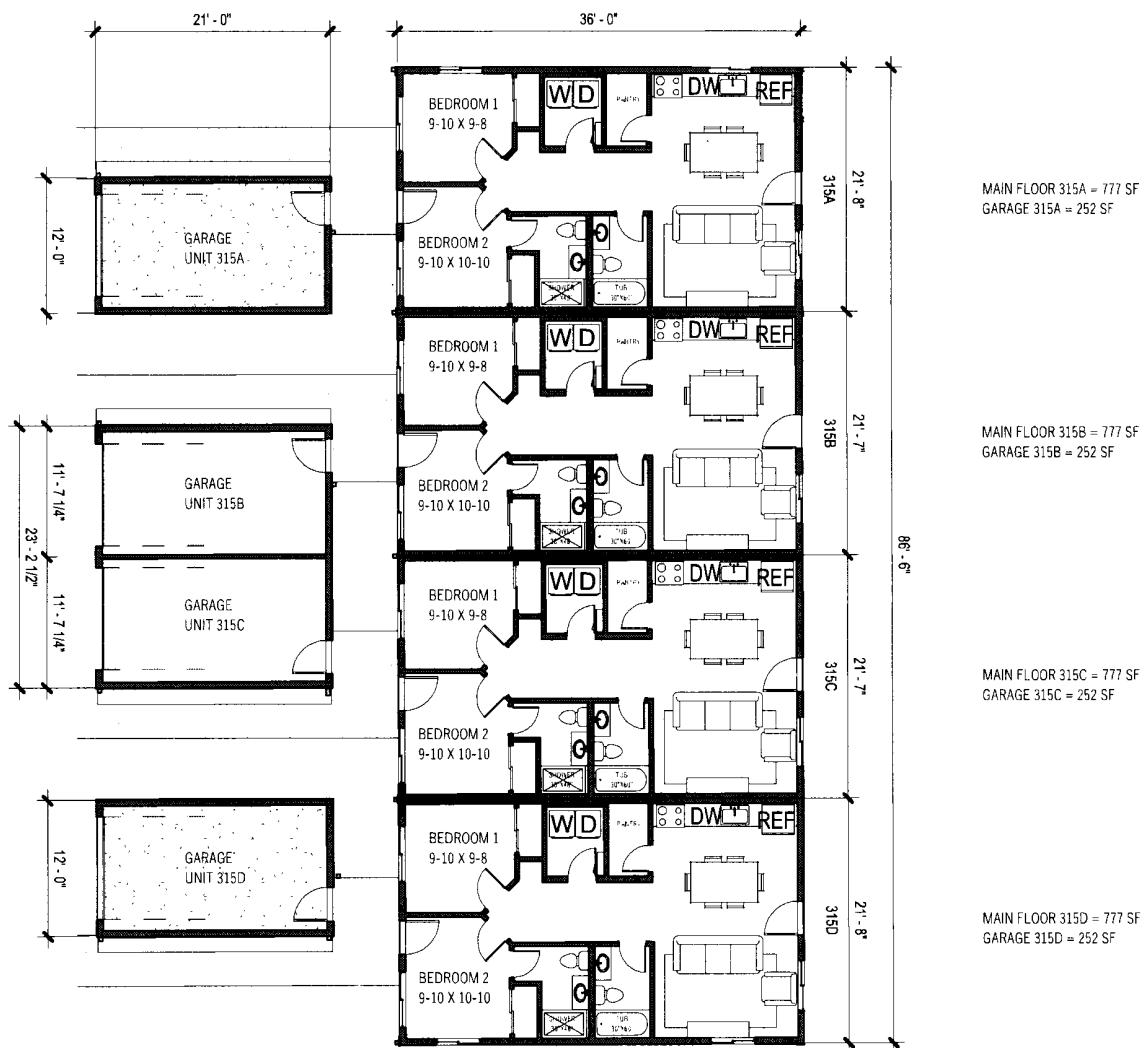


DATE:
MAR 9 | 2021

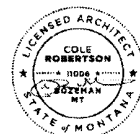
CONDO SITE PLAN
315 MILES

EXHIBIT D1

1 SITE PLAN - 315 MILES STREET
 1" = 20'-0"



315A, 315B, 315C, 315D MILES STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 6
PHASE 5



DATE:
MAR 9 | 2021
CONDO FLOOR PLAN
315 MILES
EXHIBIT D2

1 FLOOR PLAN - 315 MILES STREET
1/16" = 1'-0"

①

After recording, please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

M-31580

#423047 Fee: \$28.00 Page(s): 4

Park County, MT Recorded 4/19/2021 At 3:38 PM
Maritza H Reddington , Clk & Rcdr By AG Return To:
MONTANA TITLE AND ESCROW-RW 1925 N 22ND AVE
BOZEMAN, MT 59718

SECOND AMENDMENT TO THE DECLARATION AND BYLAWS
FOR
BROOKSTONE CONDOMINIUM

COMES NOW, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant" of Brookstone Condominium, located on Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, and hereby amends the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 ("Declaration and Bylaws") and as subsequently amended and supplemented, in the office of the Clerk and Recorder of Park County, Montana. This Second Amendment is made pursuant to Article VII for the sole purpose of modifying the unit designations to include the Building number, the street name, and the Unit's designated letter. This Second Amendment does not materially alter or change the rights of a Unit Owner or Mortgagee.

1. ARTICLE I. DEFINITIONS - Unit Designation shall be replaced and superceded by the following paragraphs:

Unit Designation shall mean the combination of letters, numbers, or words which identifies the designated Units. Units are designation by the Building Number, Street name and Unit letter. For the purposes of example, the Units shall be in the form of 408 Brookline Street, Unit A, Unit B, Unit C and Unit D.

2. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE,

is amended by the substitution of a table of the percentage of undivided ownership of the specific Units as follows:

<u>NEW UNIT DESIGNATION</u>	<u>OLD UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
313 Miles Street			
Unit A	Unit 313A	997*	4.48% [†]
Unit B	Unit 313B	997*	4.48% [†]
Unit C	Unit 313C	997*	4.48% [†]
Unit D	Unit 313D	997*	4.48% [†]
315 Miles Street			
Unit A	Unit 315A	1029*	4.62% [†]
Unit B	Unit 315B	1029*	4.62% [†]
Unit C	Unit 315C	1029*	4.62% [†]
Unit D	Unit 315D	1029*	4.62% [†]
401 Brookline Street			
Unit A	Unit 401A	922*	4.14% [†]
Unit B	Unit 401B	917*	4.12% [†]
Unit C	Unit 401C	917*	4.12% [†]
Unit D	Unit 401D	922*	4.14% [†]
403 Brookline Street			
Unit A	Unit 403A	922*	4.14% [†]
Unit B	Unit 403B	917*	4.12% [†]
Unit C	Unit 403C	917*	4.12% [†]
Unit D	Unit 403D	922*	4.14% [†]
408 Brookline Street			
Unit A	Unit 408A	1,414*	6.35% [†]
Unit B	Unit 408B	1,985*	8.92% [†]
Unit C	Unit 408C	1,985*	8.92% [†]
Unit D	Unit 408D	1,414*	6.35% [†]
TOTAL		22,258*	100.00%[†]

[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage

measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

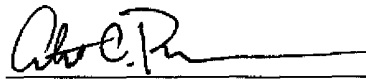
3. Except as amended as set forth above, the Declaration and Bylaws, and as subsequently amended and supplemented, remain in full force and effect. In the event of any conflict between the terms of said Declaration and Bylaws (and subsequent Amendments and Supplements) and the terms of this Second Amendment, the terms of this Second Amendment shall control. This Second Amendment shall run with the land and shall bind the heirs, successors, and assigns of the owners of the above described property.

DATED this 14th day of April, 2021.

[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by



Carlotta Paonessa, Authorized Signer

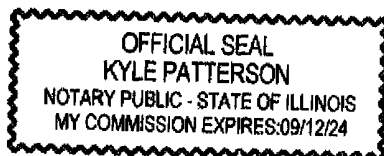
BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by



Carlotta Paonessa, Authorized Signer

STATE OF IL)
) : ss.
County of COOK)

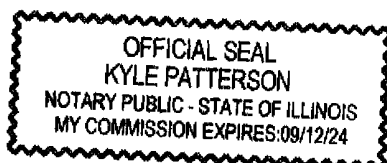
On this 14 day of april, 2021, before me, a Notary Public in and for said State, personally appeared Carlotta Paonessa, Authorized Signer of COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.

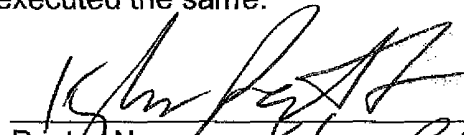



Printed Name: Kyle Patterson
Notary Public for the State of IL
Residing at Schaumburg, IL
My commission expires: 9/12/24

STATE OF IL)
) : ss.
County of COOK)

On this 14 day of april, 2021, before me, a Notary Public in and for said State, personally appeared Carlotta Paonessa, Authorized Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.




Printed Name: Kyle Patterson
Notary Public for the State of IL
Residing at Schaumburg, IL
My commission expires: 9/12/24

2

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

M- 31580

#423048 Fee: \$63.00 Page(s): 9

Park County, MT Recorded 4/19/2021 At 3:38 PM
Maritza H Reddington, Clk & Rcdr By AG Return To:
MONTANA TITLE AND ESCROW-RW 1925 N 22ND AVE
BOZEMAN, MT 59718

FIFTH SUPPLEMENTAL DECLARATION

FOR

BROOKSTONE CONDOMINIUM

18th By this Fifth Supplemental Declaration for Brookstone Condominium made this day of April, 2021, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," hereby supplements the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590, and as subsequently amended and supplemented, in the office of the Clerk and Recorder of Park County, Montana. This Fifth Supplemental Declaration is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. The current address of Brookstone Condominium is 313, 315 and 405 Miles Street and 401, 403 and 408 Brookline Street, Livingston, Montana 59047.

2. By this Fifth Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phase 6 of Brookstone Condominium. Phase 6 consisting of four (4) Units designated as 405 Miles Street, Units A, B, C and D.

3. Article II of the Declaration, REAL ESTATE, Description, is amended to read:

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lots 5, 6, 15, 18, 20 and 22 of Brookstone Major Subdivision
- Final Plat, Subdivision No. 610, Park County, Montana,
according to the official plat thereof on file and of record in the
office of the County Clerk and Recorder, Park County,
Montana.

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is located within a growth policy area of a first-class municipality and qualifies for a municipal facilities subdivision review exclusion in accord with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. Land divisions excluded from review (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. Exemption for certain condominiums and townhouses. Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase 1 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 408 Brookline Street, Units A, B, C and D. The condominium Units in Phase 2 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 401 Brookline Street, Units A, B, C and D. The condominium Units in Phase 3 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 313 Miles Street, Units A, B, C and D. The condominium Units in Phase 4 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 403 Brookline Street, Units A, B, C and D. The condominium Units in Phase 5 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 315 Miles Street, Units A, B, C and D. The condominium Units in Phase 6 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 405 Miles Street, Units A, B, C and D. Additional phases are planned to be added pursuant to the expansion provisions in paragraph IV below. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

4. Article II of the Declaration, REAL ESTATE, Condominium Units, is amended to read:

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of Brookstone Condominium shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are currently contained in six (6) Buildings.

5. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, is amended by the substitution of a table of the percentage of undivided ownership of the specific Units as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
313 Miles Street		
Unit A	997*	3.78% [†]
Unit B	997*	3.78% [†]
Unit C	997*	3.78% [†]
Unit D	997*	3.78% [†]
315 Miles Street		
Unit A	1029*	3.90% [†]
Unit B	1029*	3.90% [†]
Unit C	1029*	3.90% [†]
Unit D	1029*	3.90% [†]
405 Miles Street		
Unit A	1029*	3.90% [†]
Unit B	1029*	3.90% [†]
Unit C	1029*	3.90% [†]
Unit D	1029*	3.90% [†]
401 Brookline Street		
Unit A	922*	3.50% [†]
Unit B	917*	3.48% [†]
Unit C	917*	3.48% [†]
Unit D	922*	3.50% [†]
403 Brookline Street		
Unit A	922*	3.50% [†]
Unit B	917*	3.48% [†]
Unit C	917*	3.48% [†]
Unit D	922*	3.50% [†]

408 Brookline Street

Unit A	1414*	5.36% [†]
Unit B	1985*	7.53% [†]
Unit C	1985*	7.53% [†]
Unit D	1414*	5.36% [†]
TOTAL	26,374*	100.00%[†]

[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

6. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, Floor Plans and Exhibits, is amended to read:

BROOKSTONE CONDOMINIUM consists of six (6) buildings and the real property described in Paragraph 3 above which contain a total of twenty (24) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans.

7. The site and floor plans for Phase 6, containing the additional four (4) Units, are attached hereto as Exhibits E1 and E2. The principal materials of construction are the same as listed in the paragraph entitled Construction Materials of Article IV of the Declaration.

8. As to these four (4) new Units, there are no changes in the Limited Common Elements contained in the existing Declaration.

9. The Municipal Facilities Exemption recorded with the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 in the office of the Clerk and Recorder of Park County, Montana, permits a total of 72 Single Family Units on 18 Lots and this Second Supplemental Declaration complies with the said Municipal Facilities Exemption.

10. The use of all of the Units in BROOKSTONE CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever, except that a Unit Owner may lease or rent his or her Unit to third persons for residential use provided that the Owner Occupancy Restrictions set forth in the Declaration and Bylaws for

Brookstone Condominium are followed.

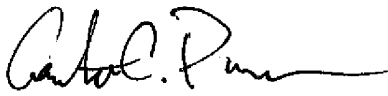
11. Except as amended due to the construction of additional Units of Brookstone Condominium, as set forth above, the Declaration and Bylaws for Brookstone Condominium, and any previous Amendments thereto, shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Fifth Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by



Carlotta Paonessa, Authorized Signer

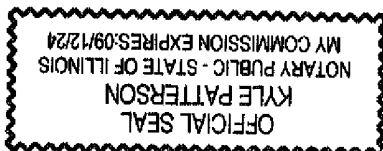
BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by



Carlotta Paonessa, Authorized Signer

STATE OF IL)
County of COOK) : ss.

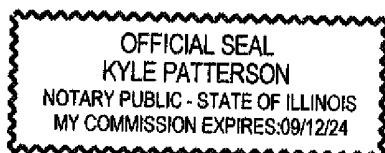
On this 18 day of April, 2021, before me, a Notary Public in and for said State, personally appeared Carlotta Paonessa, Authorized Signer of COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.

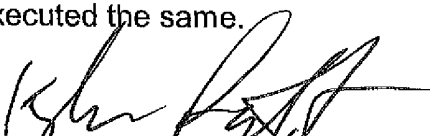



Printed Name: Kyle Patterson
Notary Public for the State of IL
Residing at Schaumburg, IL
My commission expires: 9/12/24

STATE OF IL)
County of COOK) : ss.

On this 18 day of April, 2021, before me, a Notary Public in and for said State, personally appeared Carlotta Paonessa, Authorized Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.




Printed Name: Kyle Patterson
Notary Public for the State of IL
Residing at Schaumburg, IL
My commission expires: 9/12/24

CERTIFICATE OF FLOOR PLANS

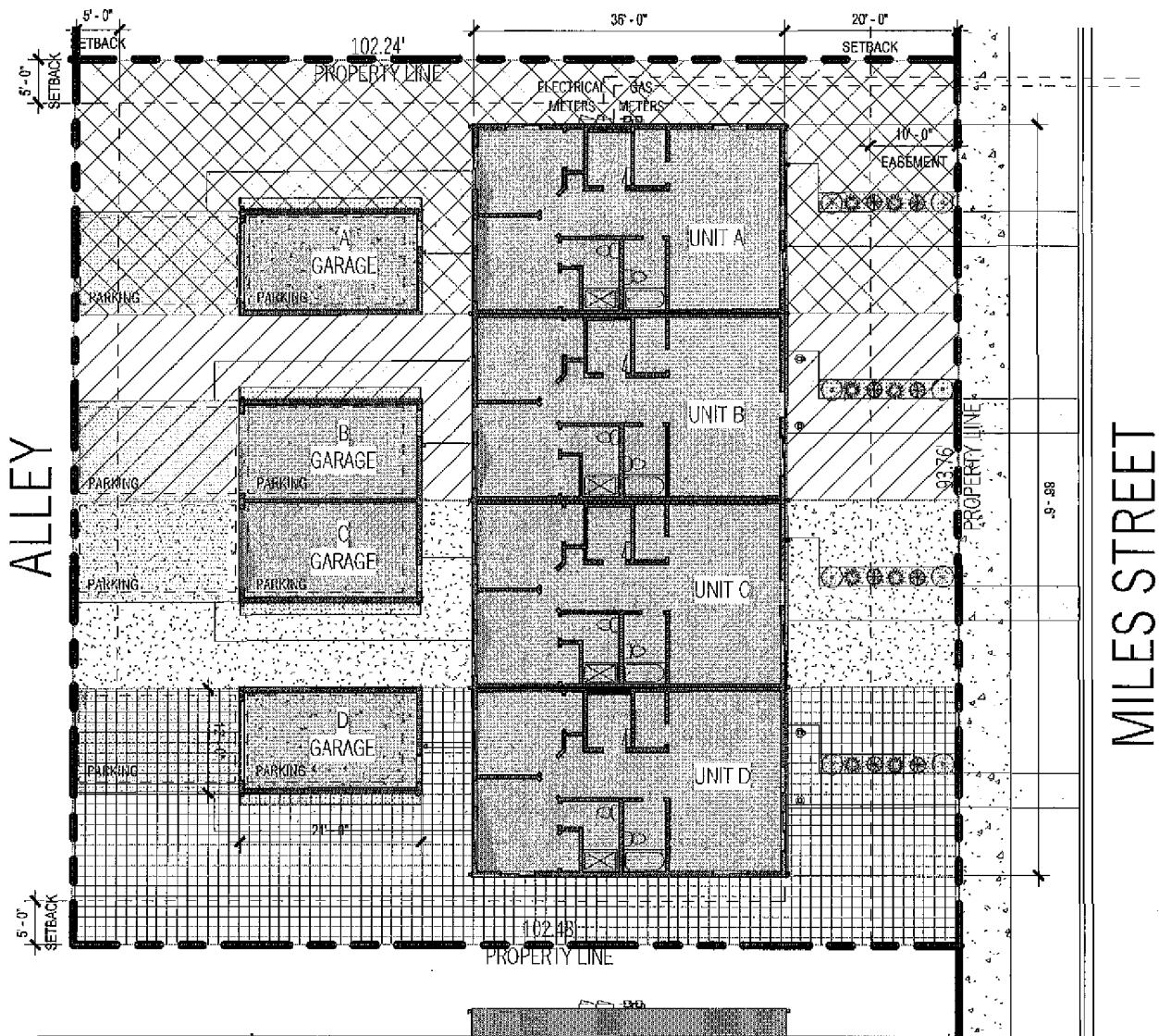
The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 405 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 18 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 405 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 405 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 4/15/2021

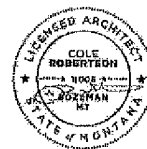


Cole Robertson
Licensed Professional Architect
License No. 11006



- LCE UNIT A
- LCE UNIT B
- LCE UNIT C
- LCE UNIT D

405A, 405B, 405C, 405D MILES STREET
 BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 18
 PHASE 6

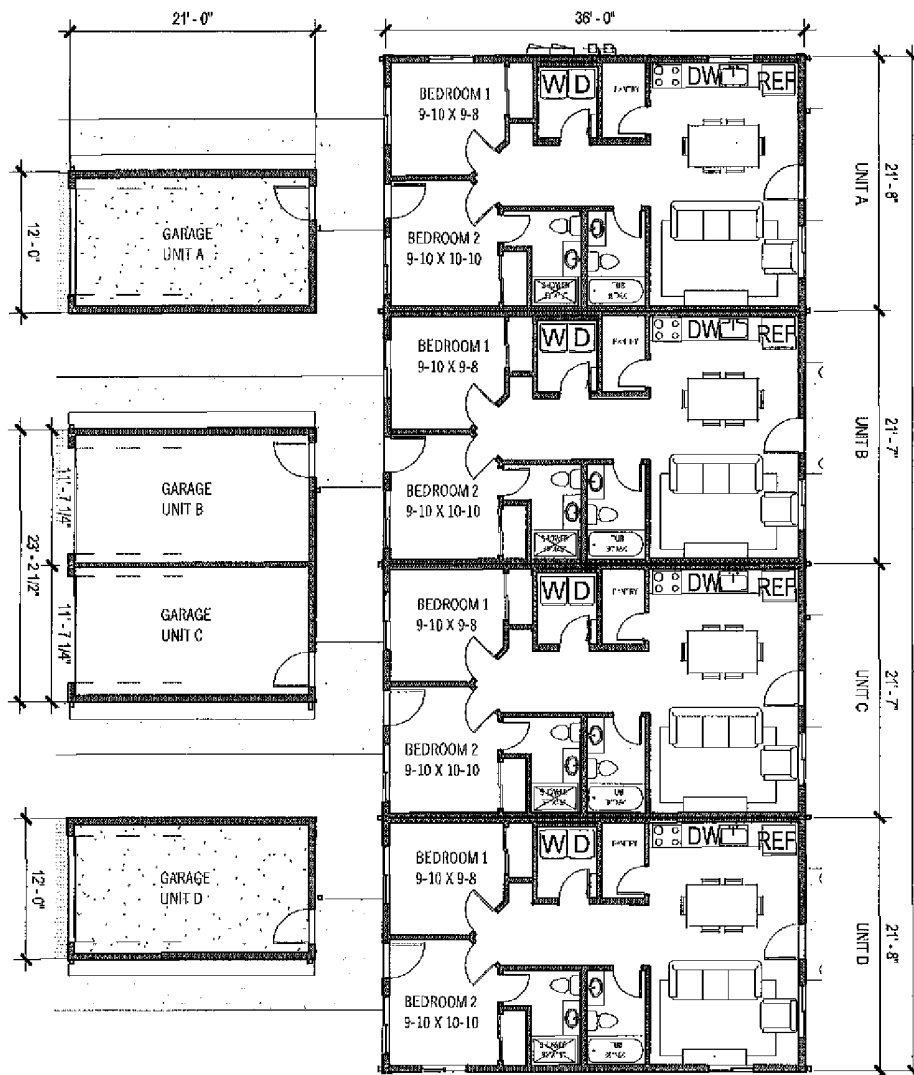


DATE:
 APR 13 | 2021

CONDO SITE PLAN
 405 MILES

EXHIBIT E1

1 SITE PLAN
 1" = 20'-0"



MAIN FLOOR UNIT A = 777 SF
GARAGE UNIT A = 252 SF

MAIN FLOOR UNIT B = 777 SF
GARAGE UNIT B = 252 SF

MAIN FLOOR UNIT C = 777 SF
GARAGE UNIT C = 252 SF

MAIN FLOOR UNIT D = 777 SF
GARAGE UNIT D = 252 SF

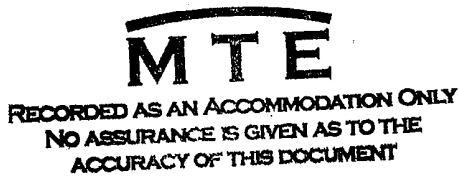
405A, 405B, 405C, 405D MILES STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 18
PHASE 6



DATE:
APR 13 | 2021
CONDO FLOOR PLAN
405 MILES
EXHIBIT E2

1 PHASE 6 MAIN LEVEL LOT 18
1/16" = 1'-0"

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282



#423851 Fee: \$63.00 Page(s): 9

Park County, MT Recorded 5/25/2021 At 8:31 AM
Maritza H Reddington, Clk & Rcdr By AG Return To:
MONTANA TITLE AND ESCROW-RW 1925 N 22ND AVE
BOZEMAN, MT 59718

M-32241

SIXTH SUPPLEMENTAL DECLARATION

FOR

BROOKSTONE CONDOMINIUM

24th day of May, 2021, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," hereby supplements the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590, and as subsequently amended and supplemented, in the office of the Clerk and Recorder of Park County, Montana. This Sixth Supplemental Declaration is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. The current address of Brookstone Condominium is 313, 315, 405 and 409 Miles Street and 401, 403 and 408 Brookline Street, Livingston, Montana 59047.

2. By this Sixth Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phase 7 of Brookstone Condominium. Phase 7 consisting of four (4) Units designated as 409 Miles Street, Units A, B, C and D.

3. Article II of the Declaration, REAL ESTATE, Description, is amended to read:

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lots 5, 6, 15, 16, 18, 20 and 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is located within a growth policy area of a first-class municipality and qualifies for a municipal facilities subdivision review exclusion in accord with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. Land divisions excluded from review (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. Exemption for certain condominiums and townhouses. Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase 1 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 408 Brookline Street, Units A, B, C and D. The condominium Units in Phase 2 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 401 Brookline Street, Units A, B, C and D. The condominium Units in Phase 3 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 313 Miles Street, Units A, B, C and D. The condominium Units in Phase 4 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 403 Brookline Street, Units A, B, C and D. The condominium Units in Phase 5 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 315 Miles Street, Units A, B, C and D. The condominium Units in Phase 6 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 405 Miles Street, Units A, B, C and D. The condominium Units in Phase 7 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 409 Miles Street, Units A, B, C and D. Additional phases are planned to be added pursuant to the expansion provisions in paragraph IV below. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

4. Article II of the Declaration, REAL ESTATE, Condominium Units, is amended to read:

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of Brookstone Condominium shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are currently contained in seven (7) Buildings.

5. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, is amended by the substitution of a table of the percentage of undivided ownership of the specific Units as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
313 Miles Street		
Unit A	997*	3.28% [†]
Unit B	997*	3.28% [†]
Unit C	997*	3.28% [†]
Unit D	997*	3.28% [†]
315 Miles Street		
Unit A	1029*	3.39% [†]
Unit B	1029*	3.39% [†]
Unit C	1029*	3.39% [†]
Unit D	1029*	3.39% [†]
405 Miles Street		
Unit A	1029*	3.39% [†]
Unit B	1029*	3.39% [†]
Unit C	1029*	3.39% [†]
Unit D	1029*	3.39% [†]
409 Miles Street		
Unit A	999*	3.29% [†]
Unit B	993*	3.27% [†]
Unit C	993*	3.27% [†]
Unit D	999*	3.29% [†]
401 Brookline Street		
Unit A	922*	3.04% [†]
Unit B	917*	3.02% [†]
Unit C	917*	3.02% [†]

Unit D	922*	3.04% [†]
403 Brookline Street		
Unit A	922*	3.04% [†]
Unit B	917*	3.02% [†]
Unit C	917*	3.02% [†]
Unit D	922*	3.04% [†]
408 Brookline Street		
Unit A	1414*	4.66% [†]
Unit B	1985*	6.54% [†]
Unit C	1985*	6.54% [†]
Unit D	1414*	4.66% [†]
TOTAL	30,358*	100.00%[†]

[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

6. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, Floor Plans and Exhibits, is amended to read:

BROOKSTONE CONDOMINIUM consists of seven (7) buildings and the real property described in Paragraph 3 above which contain a total of twenty eight (28) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans.

7. The site and floor plans for Phase 7, containing the additional four (4) Units, are attached hereto as Exhibits J1 and J2. The principal materials of construction are the same as listed in the paragraph entitled Construction Materials of Article IV of the Declaration.

8. As to these four (4) new Units, there are no changes in the Limited Common Elements contained in the existing Declaration.

9. The Municipal Facilities Exemption recorded with the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 in the

office of the Clerk and Recorder of Park County, Montana, permits a total of 72 Single Family Units on 18 Lots and this Second Supplemental Declaration complies with the said Municipal Facilities Exemption.

10. The use of all of the Units in BROOKSTONE CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever, except that a Unit Owner may lease or rent his or her Unit to third persons for residential use provided that the Owner Occupancy Restrictions set forth in the Declaration and Bylaws for Brookstone Condominium are followed.

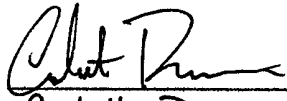
11. Except as amended due to the construction of additional Units of Brookstone Condominium, as set forth above, the Declaration and Bylaws for Brookstone Condominium, and any previous Amendments thereto, shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Sixth Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by


Carlotta Paonessa Authorized Signer

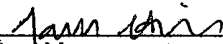
BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by


Carlotta Paonessa, Authorized Signer

STATE OF Illinois)
: ss.
County of Cook)

On this 28 day of April, 2021, before me, a Notary Public in
and for said State, personally appeared Carlotta Paonessa, Authorized Signer of
COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me that
the company executed the same.

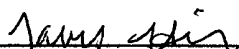



Printed Name: James Hibbs
Notary Public for the State of Illinois
Residing at 1749 W. Golf Rd, Mount Prospect IL 60056
My commission expires: 09/22/2024

STATE OF Illinois)
: ss.
County of Cook)

On this 28 day of April, 2021, before me, a Notary Public in and
for said State, personally appeared Carlotta Paonessa, Authorized
Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known
to me to be the person whose name is subscribed to the within instrument and
acknowledged to me that the company executed the same.



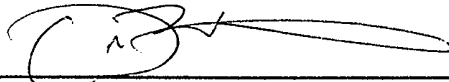

Printed Name: James Hibbs
Notary Public for the State of Illinois
Residing at 1749 W. Golf Rd, MT Prospect IL 60056
My commission expires: 09/22/2024

CERTIFICATE OF FLOOR PLANS

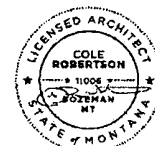
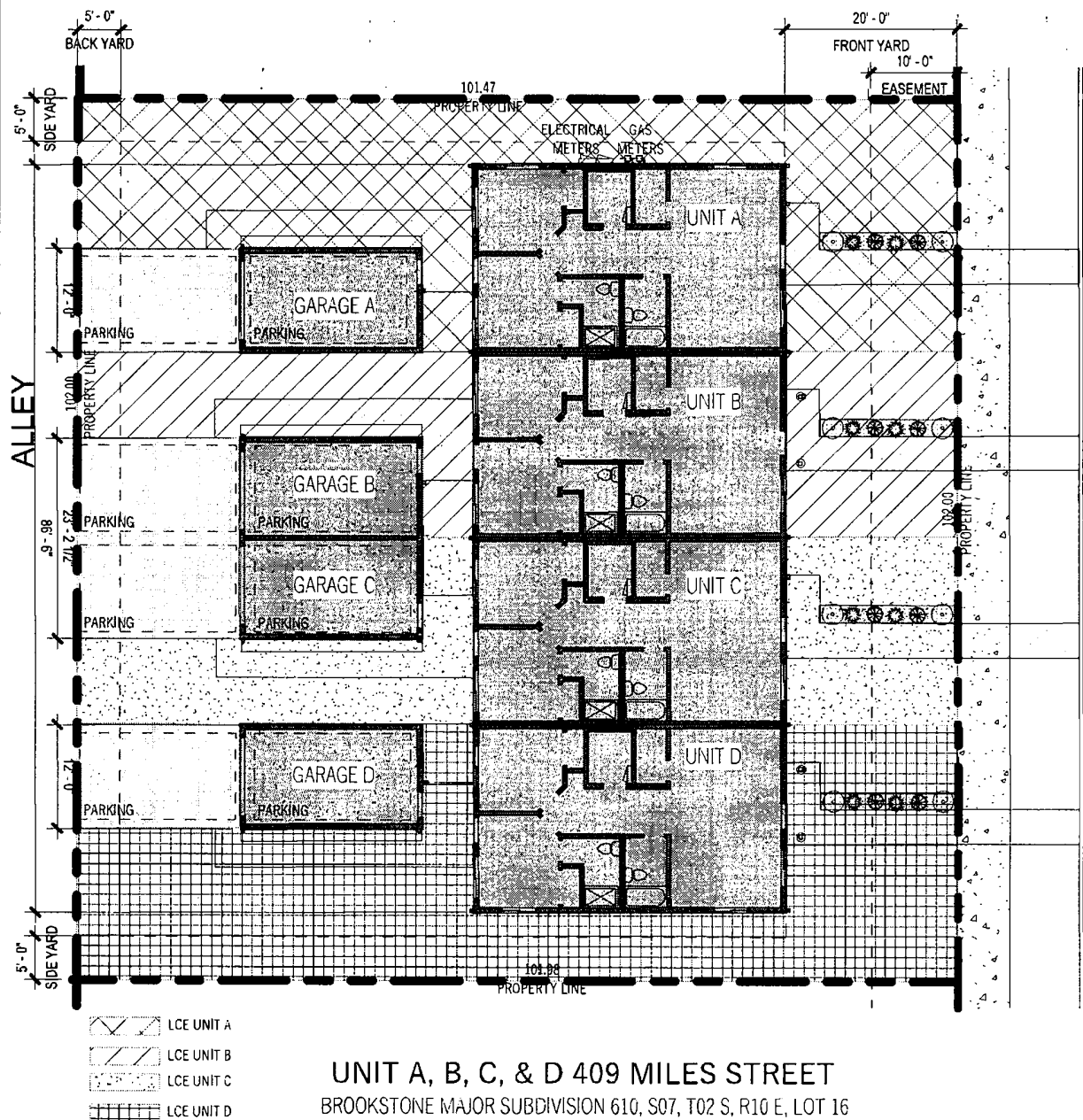
The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 409 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 16 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 409 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 409 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 5/24/2021



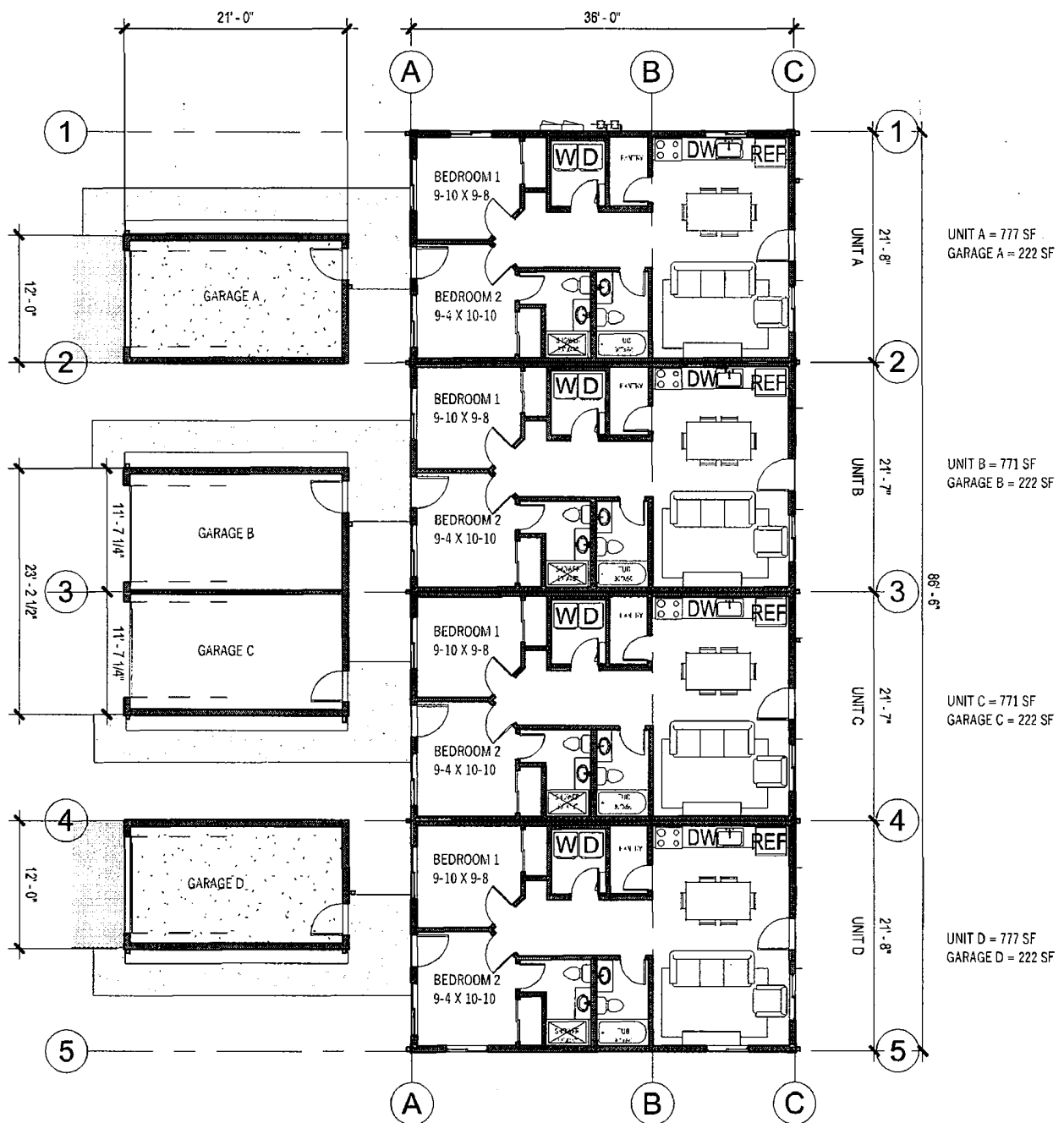
Cole Robertson
Licensed Professional Architect
License No. 11006



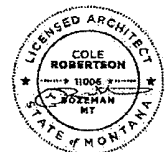
DATE:
APR 13 | 2021
CONDO SITE PLAN
409 MILES

1 SITE PLAN
1" = 20'-0"

EXHIBIT J1



UNIT A, B, C, & D 409 MILES STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 16



DATE:
APR 13 | 2021
CONDO FLOOR PLAN
409 MILES
EXHIBIT J2

1 **MAIN LEVEL LOT 16**
1/16" = 1'-0"

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282



RECORDED AS AN ACCOMMODATION ONLY
NO ASSURANCE IS GIVEN AS TO THE
ACCURACY OF THIS DOCUMENT

#423852 Fee: \$63.00 Page(s): 9

Park County, MT Recorded 5/25/2021 At 8:31 AM
Maritza H Reddington, Clk & Rcdr By AG Return To:
MONTANA TITLE AND ESCROW-RW 1925 N 22ND AVE
BOZEMAN, MT 59718

M-32241

SEVENTH SUPPLEMENTAL DECLARATION

FOR

BROOKSTONE CONDOMINIUM

24th By this Seventh Supplemental Declaration for Brookstone Condominium made this day of May, 2021, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," hereby supplements the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590, and as subsequently amended and supplemented, in the office of the Clerk and Recorder of Park County, Montana. This Seventh Supplemental Declaration is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. The current address of Brookstone Condominium is 313, 315, 405, and 409 Miles Street and 401, 403, 406 and 408 Brookline Street, Livingston, Montana 59047.

2. By this Seventh Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phase 8 of Brookstone Condominium. Phase 8 consisting of four (4) Units designated as 406 Brookline Street, Units A, B, C and D.

3. Article II of the Declaration, REAL ESTATE, Description, is amended to read:

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lots 5, 6, 15, 16, 17, 18, 20, and 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is located within a growth policy area of a first-class municipality and qualifies for a municipal facilities subdivision review exclusion in accord with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. Land divisions excluded from review (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. Exemption for certain condominiums and townhouses. Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase 1 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 408 Brookline Street, Units A, B, C and D. The condominium Units in Phase 2 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 401 Brookline Street, Units A, B, C and D. The condominium Units in Phase 3 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 313 Miles Street, Units A, B, C and D. The condominium Units in Phase 4 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 403 Brookline Street, Units A, B, C and D. The condominium Units in Phase 5 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 315 Miles Street, Units A, B, C and D. The condominium Units in Phase 6 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 405 Miles Street, Units A, B, C and D. The condominium Units in Phase 7 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 409 Miles Street, Units A, B, C and D. The condominium Units in Phase 8 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 406 Brookline Street, Units A, B, C and D. Additional phases are planned to be added pursuant to the expansion provisions in paragraph IV below. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the

Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

4. Article II of the Declaration, REAL ESTATE, Condominium Units, is amended to read:

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of Brookstone Condominium shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are currently contained in eight (8) Buildings.

5. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, is amended by the substitution of a table of the percentage of undivided ownership of the specific Units as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
313 Miles Street		
Unit A	997*	2.95% [†]
Unit B	997*	2.95% [†]
Unit C	997*	2.95% [†]
Unit D	997*	2.95% [†]
315 Miles Street		
Unit A	1029*	3.04% [†]
Unit B	1029*	3.04% [†]
Unit C	1029*	3.04% [†]
Unit D	1029*	3.04% [†]
405 Miles Street		
Unit A	1029*	3.04% [†]
Unit B	1029*	3.04% [†]
Unit C	1029*	3.04% [†]
Unit D	1029*	3.04% [†]
409 Miles Street		
Unit A	999*	2.95% [†]
Unit B	993*	2.94% [†]
Unit C	993*	2.94% [†]
Unit D	999*	2.95% [†]
401 Brookline Street		
Unit A	922*	2.73% [†]

Unit B	917*	2.71% [†]
Unit C	917*	2.71% [†]
Unit D	922*	2.73% [†]
403 Brookline Street		
Unit A	922*	2.73% [†]
Unit B	917*	2.71% [†]
Unit C	917*	2.71% [†]
Unit D	922*	2.73% [†]
406 Brookline Street		
Unit A	870*	2.57% [†]
Unit B	865*	2.56% [†]
Unit C	865*	2.56% [†]
Unit D	870*	2.57% [†]
408 Brookline Street		
Unit A	1414*	4.18% [†]
Unit B	1985*	5.87% [†]
Unit C	1985*	5.87% [†]
Unit D	1414*	4.18% [†]
TOTAL	33,828*	100.00%[†]

[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

6. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, Floor Plans and Exhibits, is amended to read:

BROOKSTONE CONDOMINIUM consists of eight (8) buildings and the real property described in Paragraph 3 above which contain a total of thirty two (32) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans.

7. The site and floor plans for Phase 8, containing the additional four (4) Units, are attached hereto as Exhibits G1 and G2. The principal materials of construction are the

same as listed in the paragraph entitled Construction Materials of Article IV of the Declaration.

8. As to these four (4) new Units, there are no changes in the Limited Common Elements contained in the existing Declaration.

9. The Municipal Facilities Exemption recorded with the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 in the office of the Clerk and Recorder of Park County, Montana, permits a total of 72 Single Family Units on 18 Lots and this Second Supplemental Declaration complies with the said Municipal Facilities Exemption.

10. The use of all of the Units in BROOKSTONE CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever, except that a Unit Owner may lease or rent his or her Unit to third persons for residential use provided that the Owner Occupancy Restrictions set forth in the Declaration and Bylaws for Brookstone Condominium are followed.

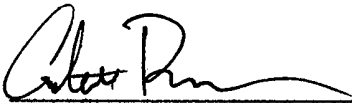
11. Except as amended due to the construction of additional Units of Brookstone Condominium, as set forth above, the Declaration and Bylaws for Brookstone Condominium, and any previous Amendments thereto, shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

[signatures on following page]

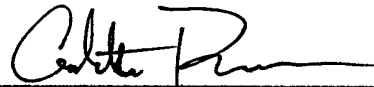
DECLARANT:

COPA CONSULTING, LLC, an Arizona limited liability company, by



Carlotta Paonessa, Authorized Signer

BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company, by



Carlotta Paonessa, Authorized Signer

STATE OF Illinois)
: ss.
County of Cook)

On this 28 day of April, 2021, before me, a Notary Public in and for said State, personally appeared Carlotta Paonessa, Authorized Signer of COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



James Hibbs
Printed Name: James Hibbs
Notary Public for the State of Illinois
Residing at 1749 W Golf Rd., Mt Prospect, IL 60056
My commission expires: 09/22/2024

STATE OF Illinois)
: ss.
County of Cook)

On this 28 day of April, 2021, before me, a Notary Public in and for said State, personally appeared Carlotta Paonessa, Authorized Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



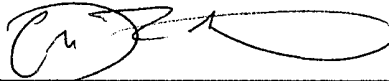
James Hibbs
Printed Name: James Hibbs
Notary Public for the State of Illinois
Residing at 1749 W Golf Rd., Mt Prospect, IL 60056
My commission expires: 09/22/2024

CERTIFICATE OF FLOOR PLANS

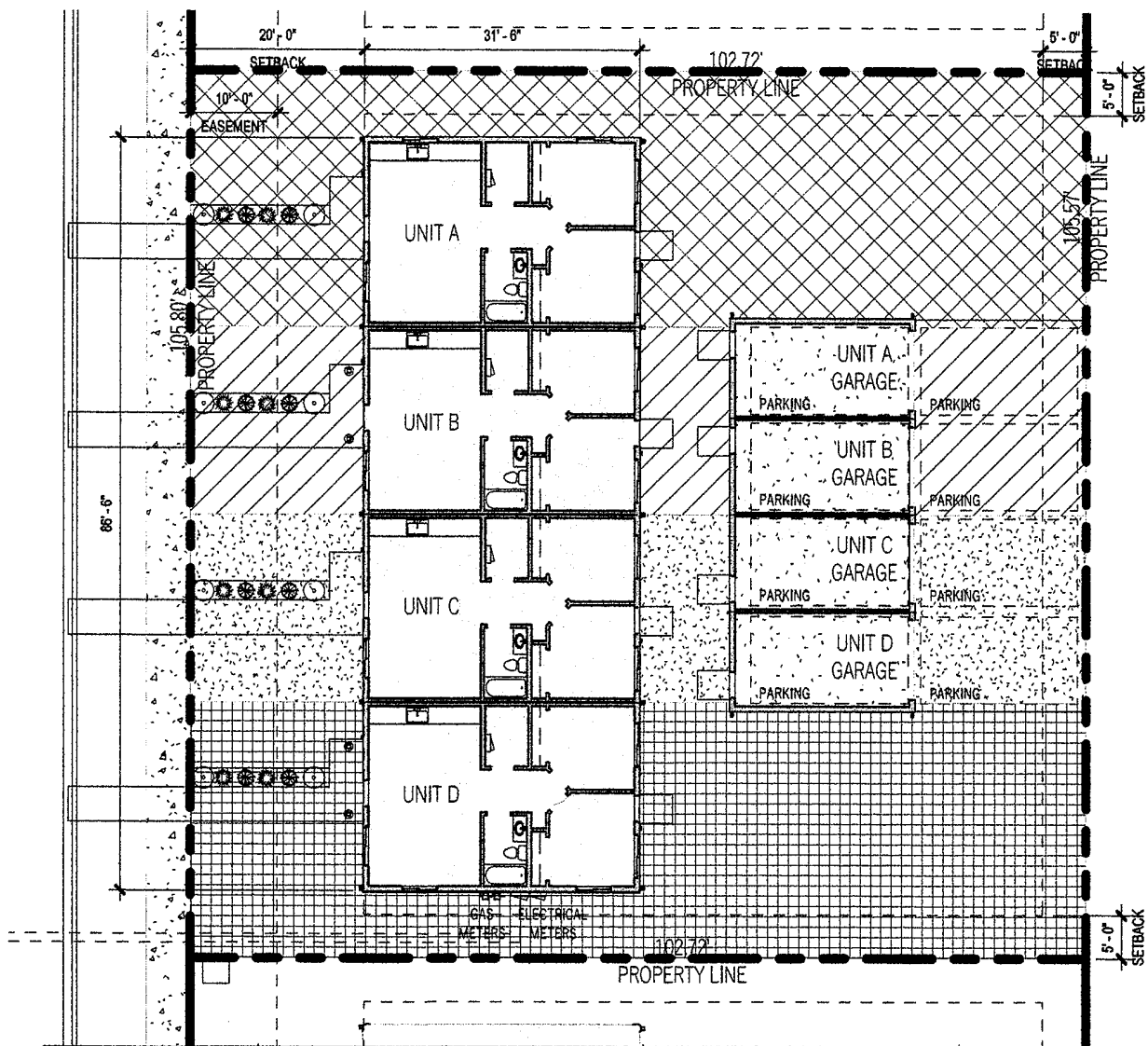
The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 406 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 17 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 406 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 406 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 4/30/2021

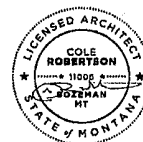


Cole Robertson
Licensed Professional Architect
License No. 11006



LCE UNIT A
 LCE UNIT B
 LCE UNIT C
 LCE UNIT D

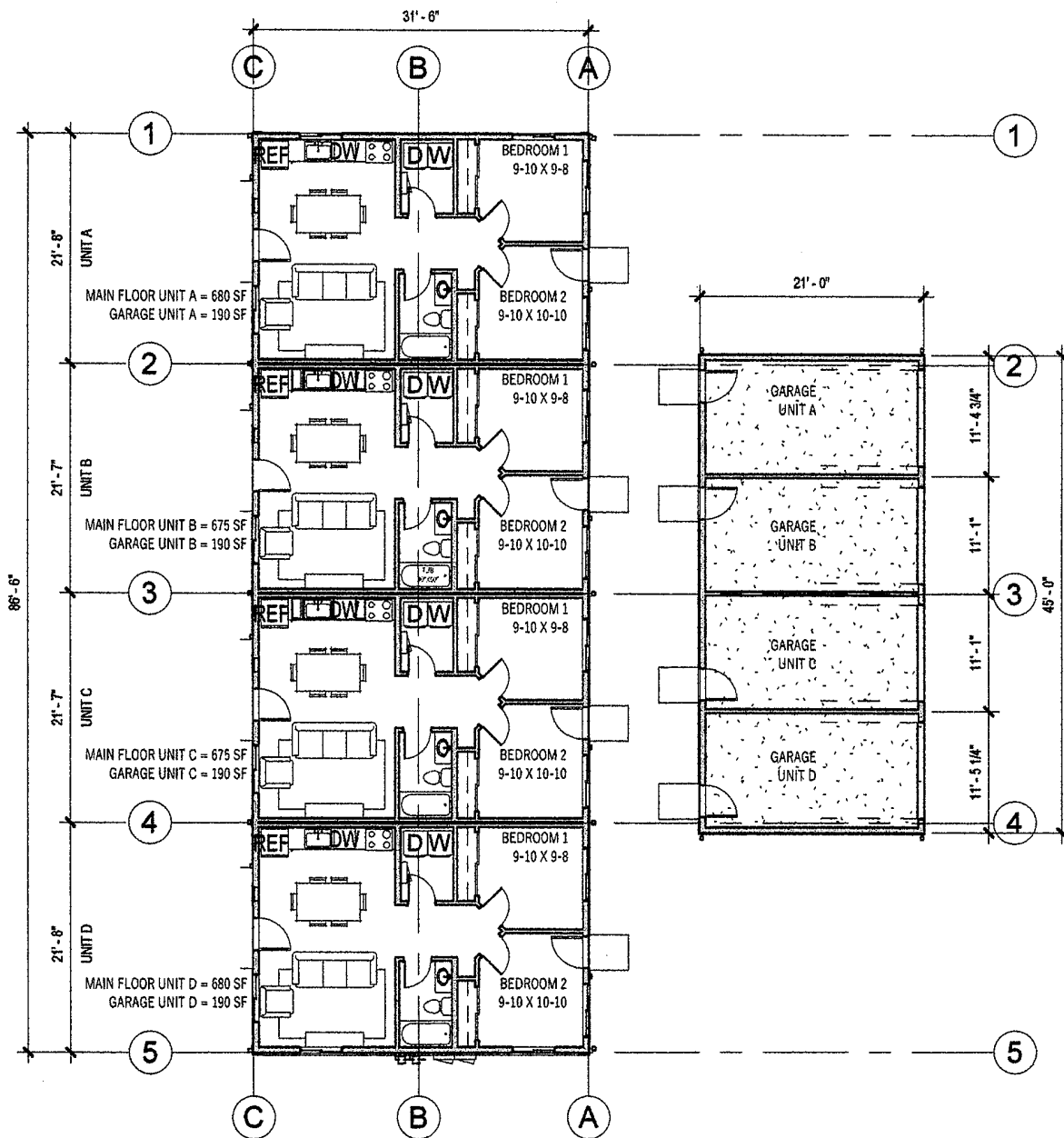
UNITS A, B, C, & D 406 BROOKLINE STREET BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 17 PHASE 8



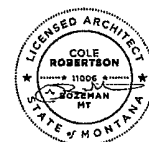
DATE:
 APR 13 | 2021
 CONDO SITE PLAN
 406 BROOKLINE

1 PHASE 8 SITE PLAN LOT 17
 1" = 20'-0"

EXHIBIT G1



UNIT A, UNIT B, UNIT C, UNIT D 406 BROOKLINE STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 17
PHASE 8

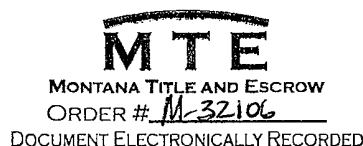


DATE:
APR 13 | 2021
CONDO FLOOR PLAN
406 BROOKLINE

1 PHASE 8 MAIN LEVEL LOT 17
1/16" = 1'-0"

EXHIBIT G2

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282



#424303 Fee: \$175.00 Page(s): 25

Park County, MT Recorded 6/17/2021 At 2:47 PM

Maritza H Reddington, Clk & Rcdr By PS Return To:

MONTANA TITLE AND ESCROW-RW 1925 N 22ND AVE

BOZEMAN, MT 59718

EIGHTH SUPPLEMENTAL DECLARATION

FOR

BROOKSTONE CONDOMINIUM

By this Eighth Supplemental Declaration for Brookstone Condominium made this 6th day of June, 2021, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," hereby supplements the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590, and as subsequently amended and supplemented, in the office of the Clerk and Recorder of Park County, Montana. This Eighth Supplemental Declaration is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. The current address of Brookstone Condominium is 313, 315, 405, and 409 Miles Street and 401, 402, 403, 404, 405, 406, 407, 408 and 410 Brookline Street, Livingston, Montana 59047.

2. By this Eighth Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phases 9, 10, 11, 12 and 13 of Brookstone Condominium. Phase 9 consisting of four (4) Units designated as 402 Brookline Street, Units A, B, C and D. Phase 10 consisting of four (4) Units designated as 404 Brookline Street, Units A, B, C and D. Phase 11 consisting of four (4) Units designated as 405 Brookline Street, Units A, B, C and D. Phase 12 consisting of four (4) Units designated as 407 Brookline Street, Units A, B, C and D. Phase 13 consisting of four (4) Units designated as 410 Brookline Street, Units A, B, C and D.

3. Article II of the Declaration, REAL ESTATE, Description, is amended to read:

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lots 3, 4, 5, 6, 13, 15, 16, 17, 18, 19, 20, 21 and 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk

and Recorder, Park County, Montana.

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is located within a growth policy area of a first-class municipality and qualifies for a municipal facilities subdivision review exclusion in accord with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. Land divisions excluded from review (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. Exemption for certain condominiums and townhouses. Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase 1 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 408 Brookline Street, Units A, B, C and D. The condominium Units in Phase 2 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 401 Brookline Street, Units A, B, C and D. The condominium Units in Phase 3 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 313 Miles Street, Units A, B, C and D. The condominium Units in Phase 4 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 403 Brookline Street, Units A, B, C and D. The condominium Units in Phase 5 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 315 Miles Street, Units A, B, C and D. The condominium Units in Phase 6 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 405 Miles Street, Units A, B, C and D. The condominium Units in Phase 7 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 409 Miles Street, Units A, B, C and D. The condominium Units in Phase 8 of BROOKSTONE CONDOMINIUM consists

of four (4) separate Units, designated as 406 Brookline Street, Units A, B, C and D. The condominium Units in Phase 9 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 402 Brookline Street, Units A, B, C and D. The condominium Units in Phase 10 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 404 Brookline Street, Units A, B, C and D. The condominium Units in Phase 11 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 405 Brookline Street, Units A, B, C and D. The condominium Units in Phase 12 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 407 Brookline Street, Units A, B, C and D. The condominium Units in Phase 13 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 410 Brookline Street, Units A, B, C and D. Additional phases are planned to be added pursuant to the expansion provisions in paragraph IV below. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

4. Article II of the Declaration, REAL ESTATE, Condominium Units, is amended to read:

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of Brookstone Condominium shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are currently contained in thirteen (13) Buildings.

5. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, is amended by the substitution of a table of the percentage of undivided ownership of the specific Units as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
313 Miles Street		
Unit A	997*	1.93% [†]
Unit B	997*	1.93% [†]
Unit C	997*	1.93% [†]
Unit D	997*	1.93% [†]
315 Miles Street		
Unit A	1029*	1.99% [†]

Unit B	1029*	1.99% [†]
Unit C	1029*	1.99% [†]
Unit D	1029*	1.99% [†]

405 Miles Street

Unit A	1029*	1.99% [†]
Unit B	1029*	1.99% [†]
Unit C	1029*	1.99% [†]
Unit D	1029*	1.99% [†]

409 Miles Street

Unit A	999*	1.94% [†]
Unit B	993*	1.92% [†]
Unit C	993*	1.92% [†]
Unit D	999*	1.94% [†]

401 Brookline Street

Unit A	922*	1.79% [†]
Unit B	917*	1.78% [†]
Unit C	917*	1.78% [†]
Unit D	922*	1.79% [†]

402 Brookline Street

Unit A	870*	1.69% [†]
Unit B	865*	1.68% [†]
Unit C	865*	1.68% [†]
Unit D	870*	1.69% [†]

403 Brookline Street

Unit A	922*	1.79% [†]
Unit B	917*	1.78% [†]
Unit C	917*	1.78% [†]
Unit D	922*	1.79% [†]

404 Brookline Street

Unit A	870*	1.69% [†]
Unit B	865*	1.68% [†]
Unit C	865*	1.68% [†]
Unit D	870*	1.69% [†]

405 Brookline Street

Unit A	922*	1.79% [†]
Unit B	917*	1.78% [†]
Unit C	917*	1.78% [†]
Unit D	922*	1.79% [†]

406 Brookline Street

Unit A	870*	1.69% [†]
Unit B	865*	1.68% [†]
Unit C	865*	1.68% [†]
Unit D	870*	1.69% [†]

407 Brookline Street

Unit A	922*	1.79% [†]
Unit B	917*	1.78% [†]
Unit C	917*	1.78% [†]
Unit D	922*	1.79% [†]

408 Brookline Street

Unit A	1414*	2.74% [†]
Unit B	1985*	3.85% [†]
Unit C	1985*	3.85% [†]
Unit D	1414*	2.74% [†]

410 Brookline Street

Unit A	870*	1.69% [†]
Unit B	865*	1.68% [†]
Unit C	865*	1.68% [†]
Unit D	870*	1.69% [†]

TOTAL	51,594*	100.00%[†]
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[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

6. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, Floor Plans and Exhibits, is amended to read:

BROOKSTONE CONDOMINIUM consists of thirteen (13) buildings and the real property described in Paragraph 3 above which contain a total of fifty two (52) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans.

7. The site and floor plans for Phase 9, containing the additional four (4) Units, are attached hereto as Exhibits F1 and F2. The site and floor plans for Phase 10, containing the additional four (4) Units, are attached hereto as Exhibits N1 and N2. The site and floor plans for Phase 11, containing the additional four (4) Units, are attached hereto as Exhibits M1 and M2. The site and floor plans for Phase 12, containing the additional four (4) Units, are attached hereto as Exhibits O1 and O2. The site and floor plans for Phase 13, containing the additional four (4) Units, are attached hereto as Exhibits H1 and H2. The principal materials of construction are the same as listed in the paragraph entitled Construction Materials of Article IV of the Declaration.

8. As to these four (4) new Units, there are no changes in the Limited Common Elements contained in the existing Declaration.

9. The Municipal Facilities Exemption recorded with the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 in the office of the Clerk and Recorder of Park County, Montana, permits a total of 72 Single Family Units on 18 Lots and this Second Supplemental Declaration complies with the said Municipal Facilities Exemption.

10. The use of all of the Units in BROOKSTONE CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever, except that a Unit Owner may lease or rent his or her Unit to third persons for residential use provided that the Owner Occupancy Restrictions set forth in the Declaration and Bylaws for Brookstone Condominium are followed.

11. Attached hereto as Exhibits J1 and J2 are the revised site and floor plans for Phase 7 of Brookstone Condominium. Exhibits J1 and J2 shall replace and supersede Exhibits J1 and J2 attached to the Sixth Supplemental Declaration for Brookstone Condominium recorded May 25, 2021 as Document No. 423851 records of Park County, Montana.

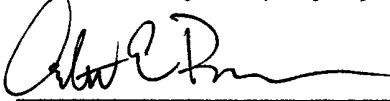
12. Except as amended due to the construction of additional Units of Brookstone Condominium, as set forth above, the Declaration and Bylaws for Brookstone Condominium, and any previous Amendments and Supplements thereto, shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by



Carlotta Paonessa Authorized Signer

BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by



Carlotta Paonessa, Authorized Signer

STATE OF Illinois)
: ss.
County of Cook)

On this 28 day of April, 2021, before me, a Notary Public in
and for said State, personally appeared Carlotta Paonessa, Authorized Signer of
COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me that
the company executed the same.



James Hibbs
Printed Name: James Hibbs
Notary Public for the State of Illinois
Residing at 1749 W Golf Rd, Mt Prospect IL 60056
My commission expires: 09/22/2024

STATE OF Illinois)
: ss.
County of Cook)

On this 28 day of April, 2021, before me, a Notary Public in and
for said State, personally appeared Carlotta Paonessa, Authorized
Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known
to me to be the person whose name is subscribed to the within instrument and
acknowledged to me that the company executed the same.



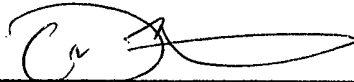
James Hibbs
Printed Name: James Hibbs
Notary Public for the State of Illinois
Residing at 1749 W Golf Rd, Mt Prospect IL 60056
My commission expires: 09/22/2024

CERTIFICATE OF FLOOR PLANS

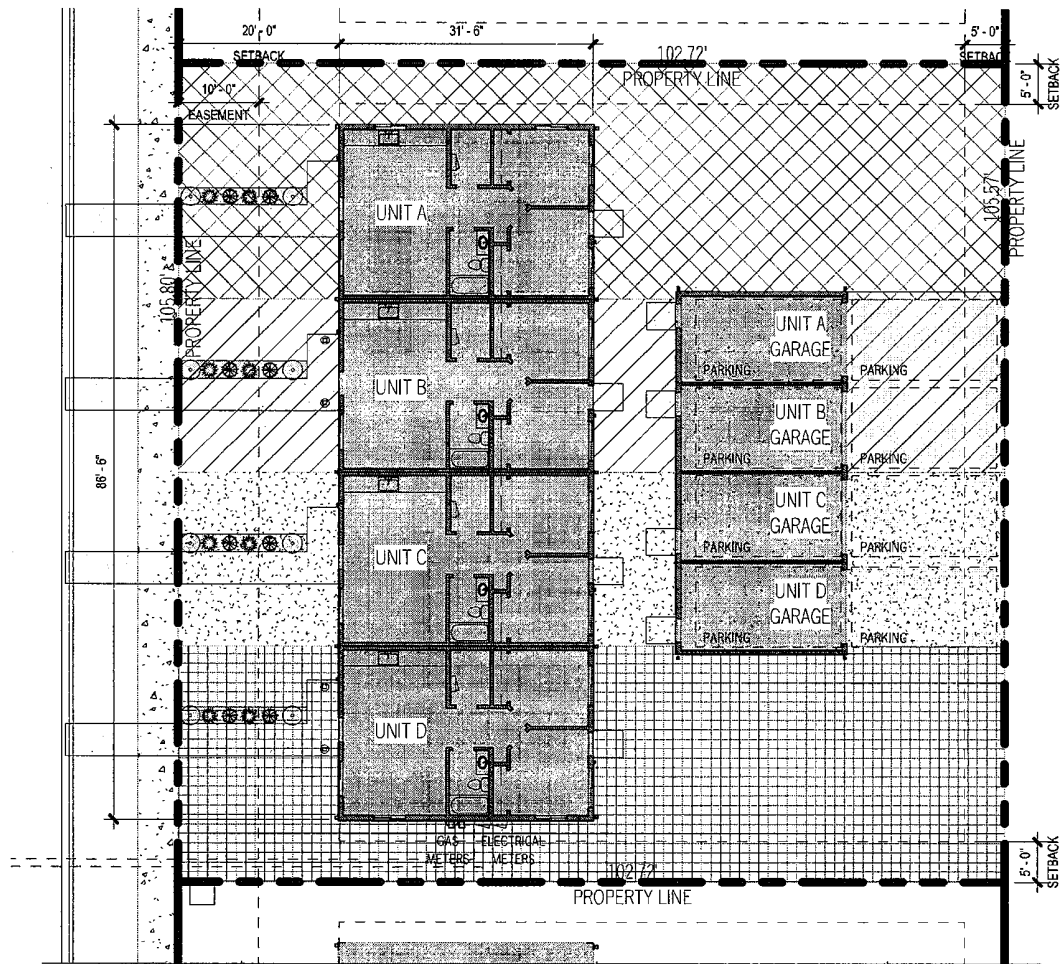
The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 402 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 21 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 402 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 402 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 4/30/2021

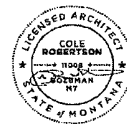


Cole Robertson
Licensed Professional Architect
License No. 11006



UNITS A, B, C, & D 402 BROOKLINE STREET
 BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 21

-  LCE UNIT A
-  LCE UNIT B
-  LCE UNIT C
-  LCE UNIT D

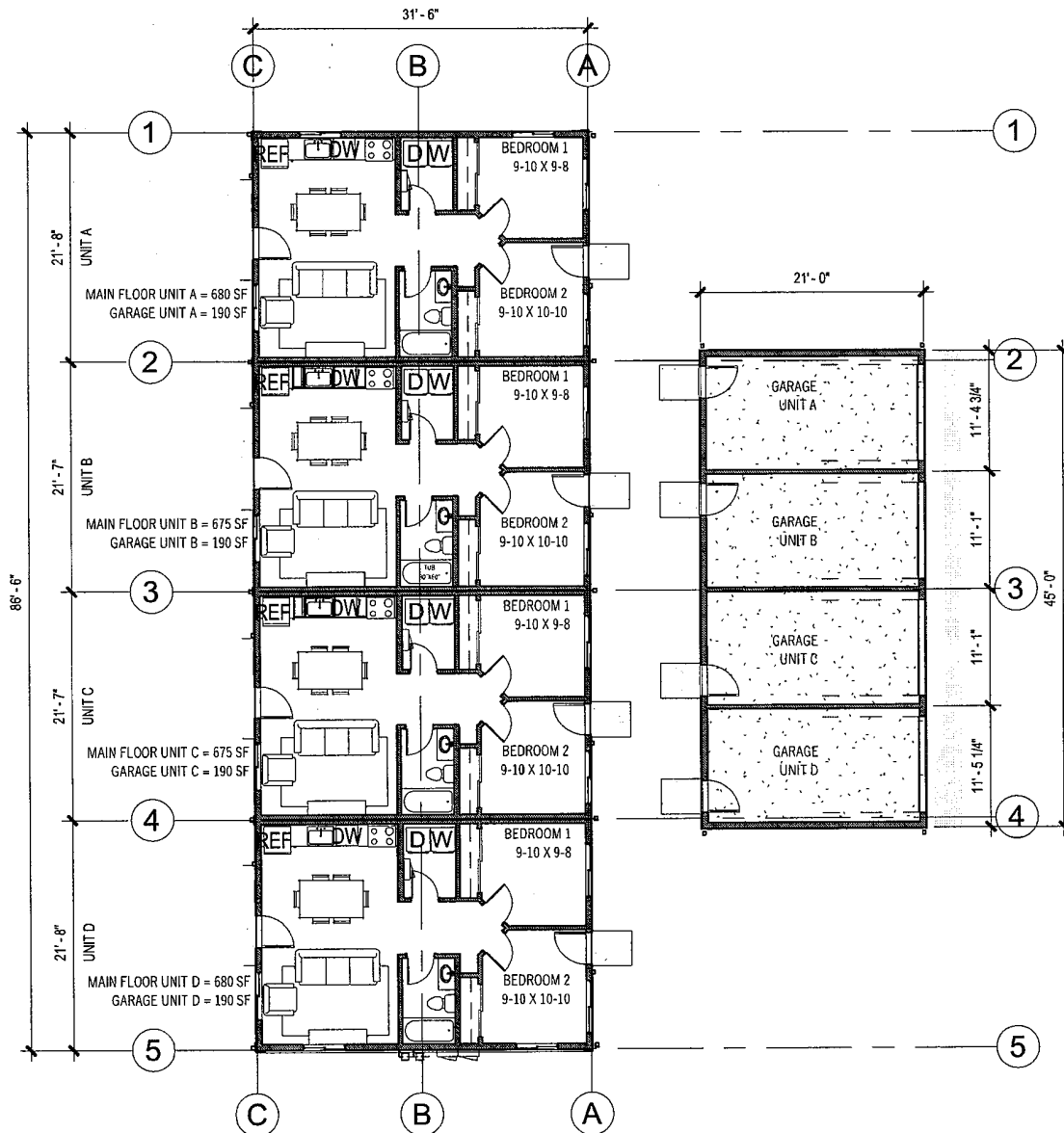


DATE:
 JUNE 8 | 2021

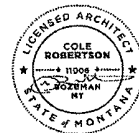
CONDO SITE PLAN
402 BROOKLINE

EXHIBIT F1

1 SITE PLAN
 1" = 20'-0"



UNIT A, UNIT B, UNIT C, UNIT D 402 BROOKLINE STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 21



DATE:
JUNE 8 | 2021
CONDO FLOOR PLAN
402 BROOKLINE
EXHIBIT F2

1 MAIN LEVEL LOT 21
1/16" = 1'-0"

CERTIFICATE OF FLOOR PLANS

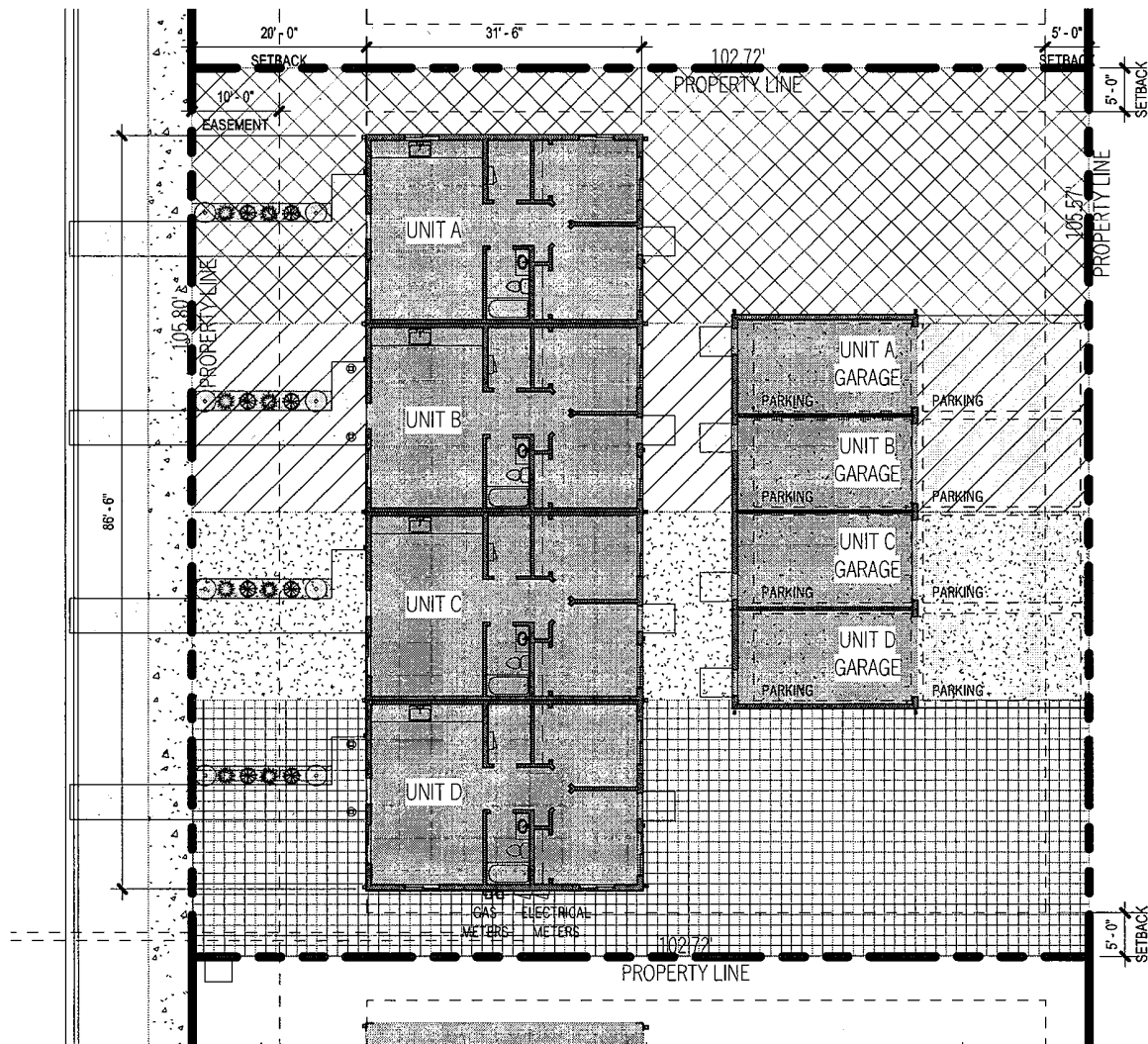
The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 404 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 19 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 404 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 404 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 6.8.21



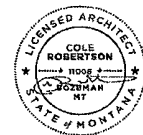
Cole Robertson
Licensed Professional Architect
License No. 11006



UNITS A, B, C, & D 404 BROOKLINE STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 19

-  LCE UNIT A
-  LCE UNIT B
-  LCE UNIT C
-  LCE UNIT D

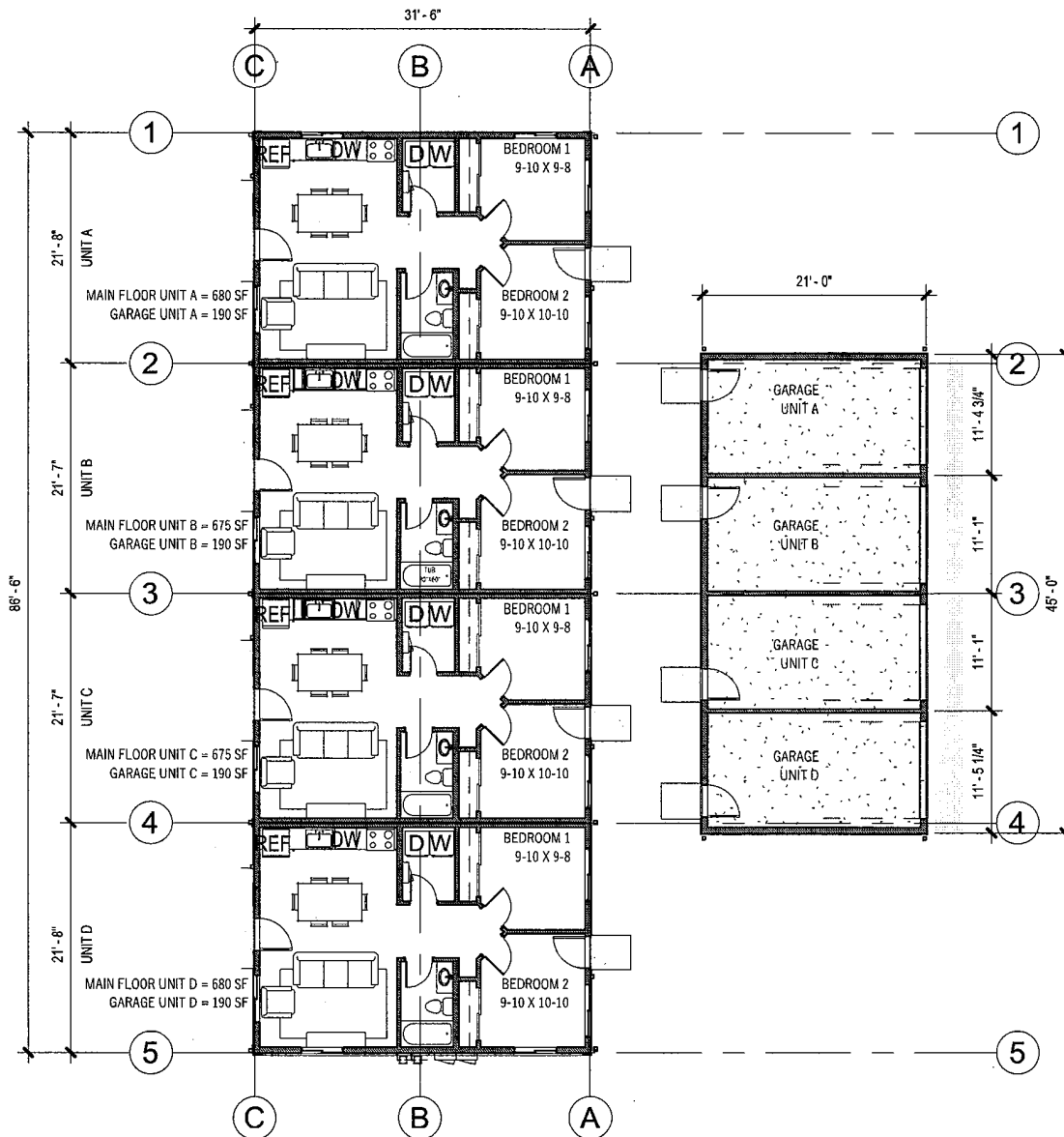


DATE:
JUNE 8 | 2021

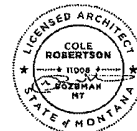
CONDO SITE PLAN
404 BROOKLINE

EXHIBIT N1

1 SITE PLAN LOT 19
1" = 20'-0"



UNIT A, UNIT B, UNIT C, UNIT D 404 BROOKLINE STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 19



DATE:
JUNE 8 | 2021
CONDO FLOOR PLAN
404 BROOKLINE

1 MAIN LEVEL LOT 19
1/16" = 1'-0"

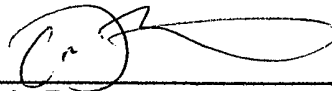
EXHIBIT N2

CERTIFICATE OF FLOOR PLANS

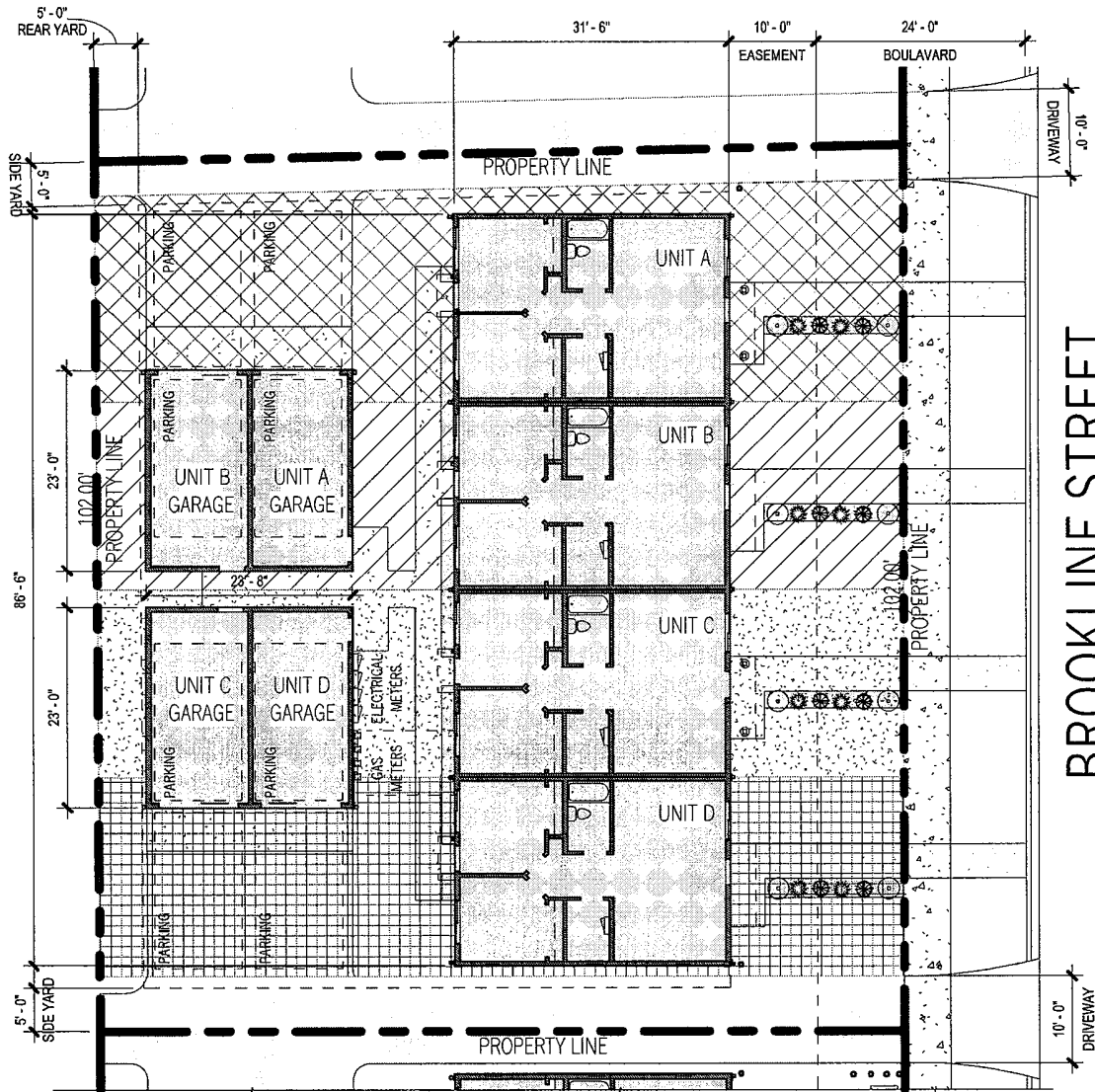
The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 405 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 4 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 405 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 405 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 6.6.21



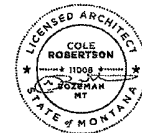
Cole Robertson
Licensed Professional Architect
License No. 11006



BROOKLINE STREET

-  LCE UNIT A
-  LCE UNIT B
-  LCE UNIT C
-  LCE UNIT D

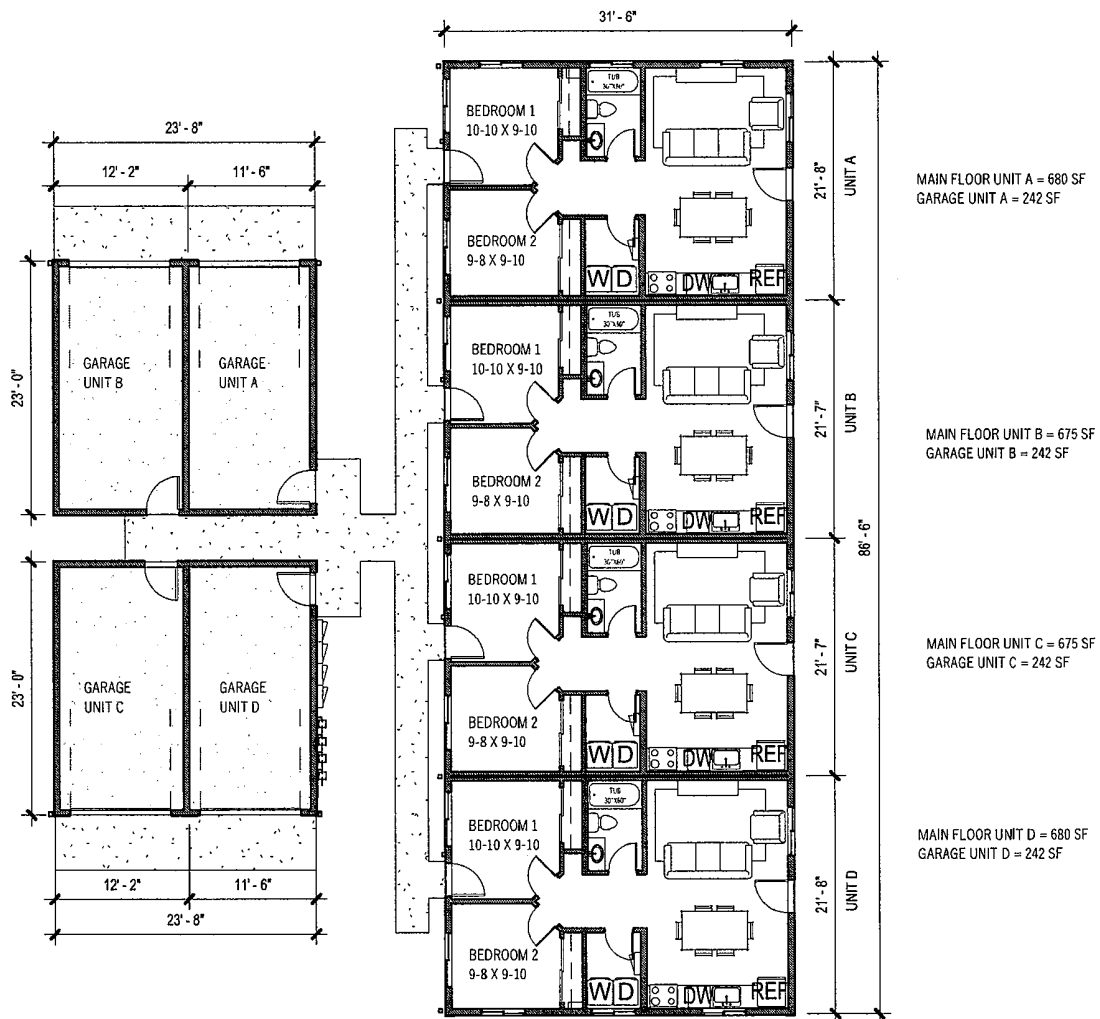
UNITS A, B, C, & D 405 BROOKLINE STREET
 BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 4



DATE:
 JUNE 8 | 2021
**CONDO SITE PLAN 405
 BROOKLINE**

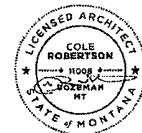
1 SITE PLAN - 405 BROOKLINE STREET
 1" = 20'-0"

EXHIBIT M1



UNITS A, B, C, & D 405 BROOKLINE STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 4



DATE: JUNE 8 | 2021
CONDO FLOOR PLAN
405 BROOKLINE

EXHIBIT M2

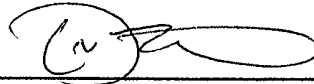
1 FLOOR PLAN - 405 BROOKLINE STREET
1/16" = 1'-0"

CERTIFICATE OF FLOOR PLANS

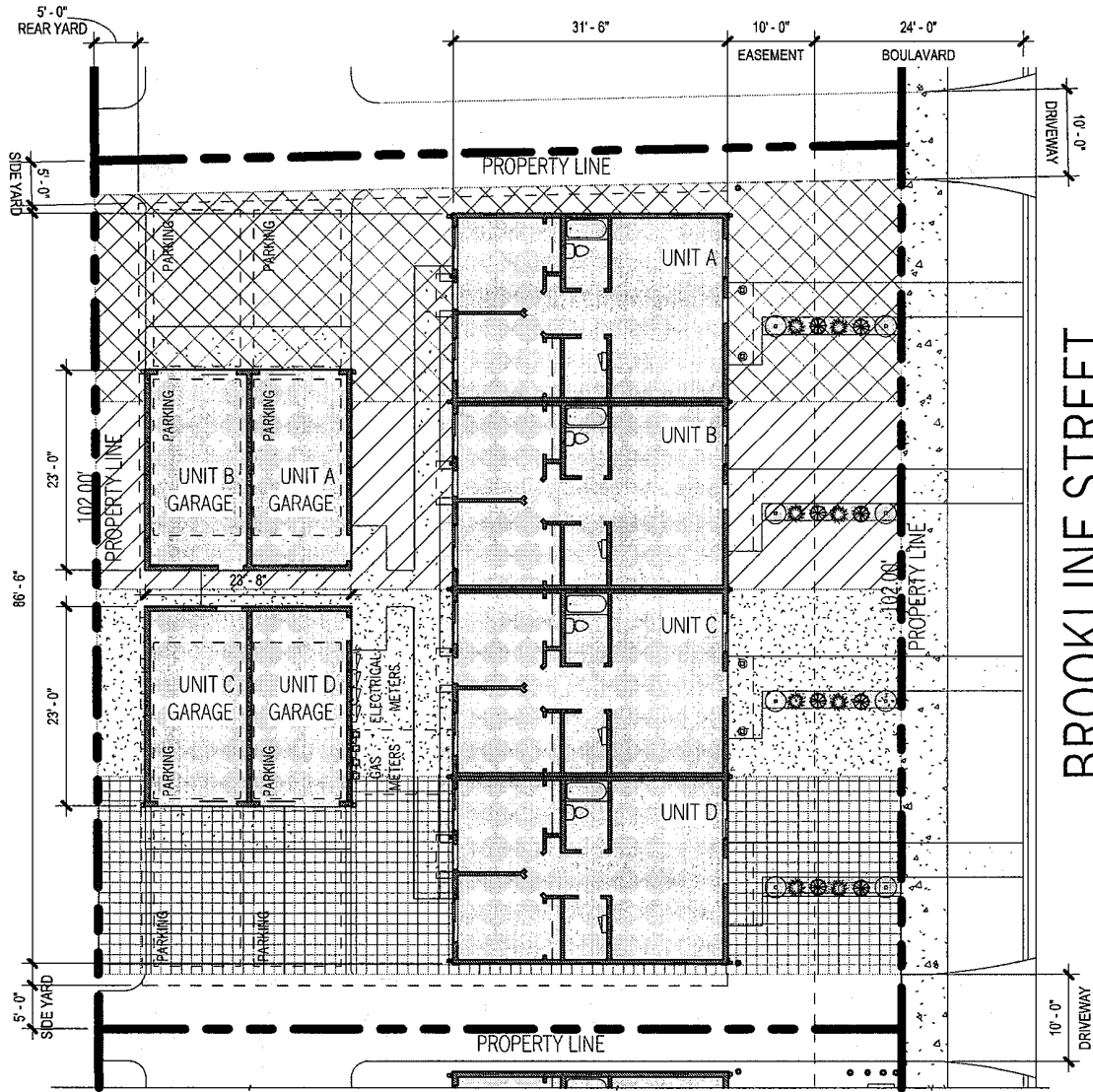
The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 407 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 3 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 407 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 407 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 6.9.21



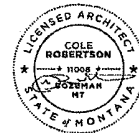
Cole Robertson
Licensed Professional Architect
License No. 11006



BROOKLINE STREET

- LCE UNIT A
- LCE UNIT B
- LCE UNIT C
- LCE UNIT D

UNITS A, B, C, & D 407 BROOKLINE STREET BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 3

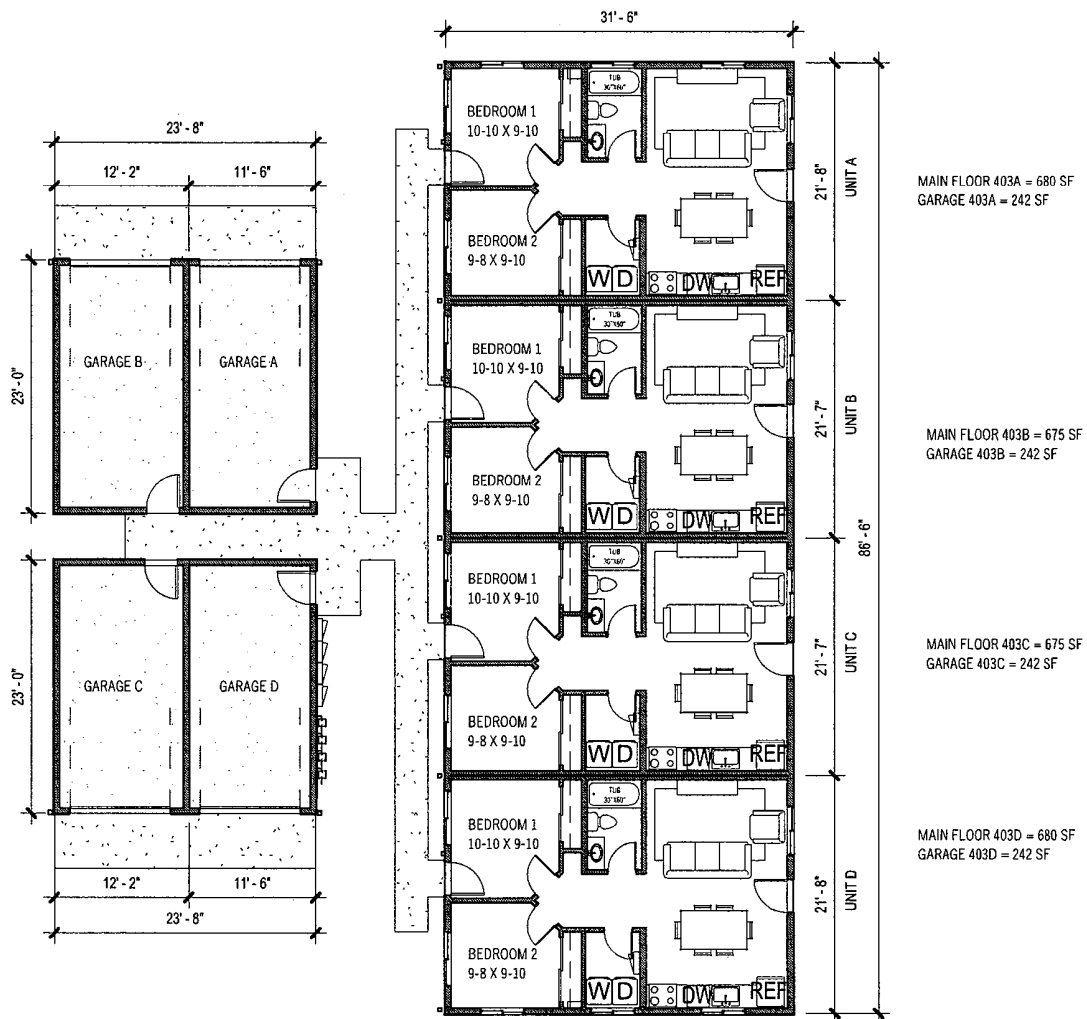


DATE:
JUNE 8 | 2021

CONDO SITE PLAN 403
BROOKLINE

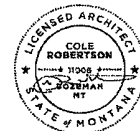
EXHIBIT 01

1 SITE PLAN - 407 BROOKLINE STREET
1" = 20'-0"



UNITS A, B, C, & D 407 BROOKLINE STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 3



DATE:
JUNE 8 | 2021

CONDO FLOOR PLAN
403 BROOKLINE

EXHIBIT O2

1 FLOOR PLAN - 407 BROOKLINE STREET
1/16" = 1'-0"

CERTIFICATE OF FLOOR PLANS

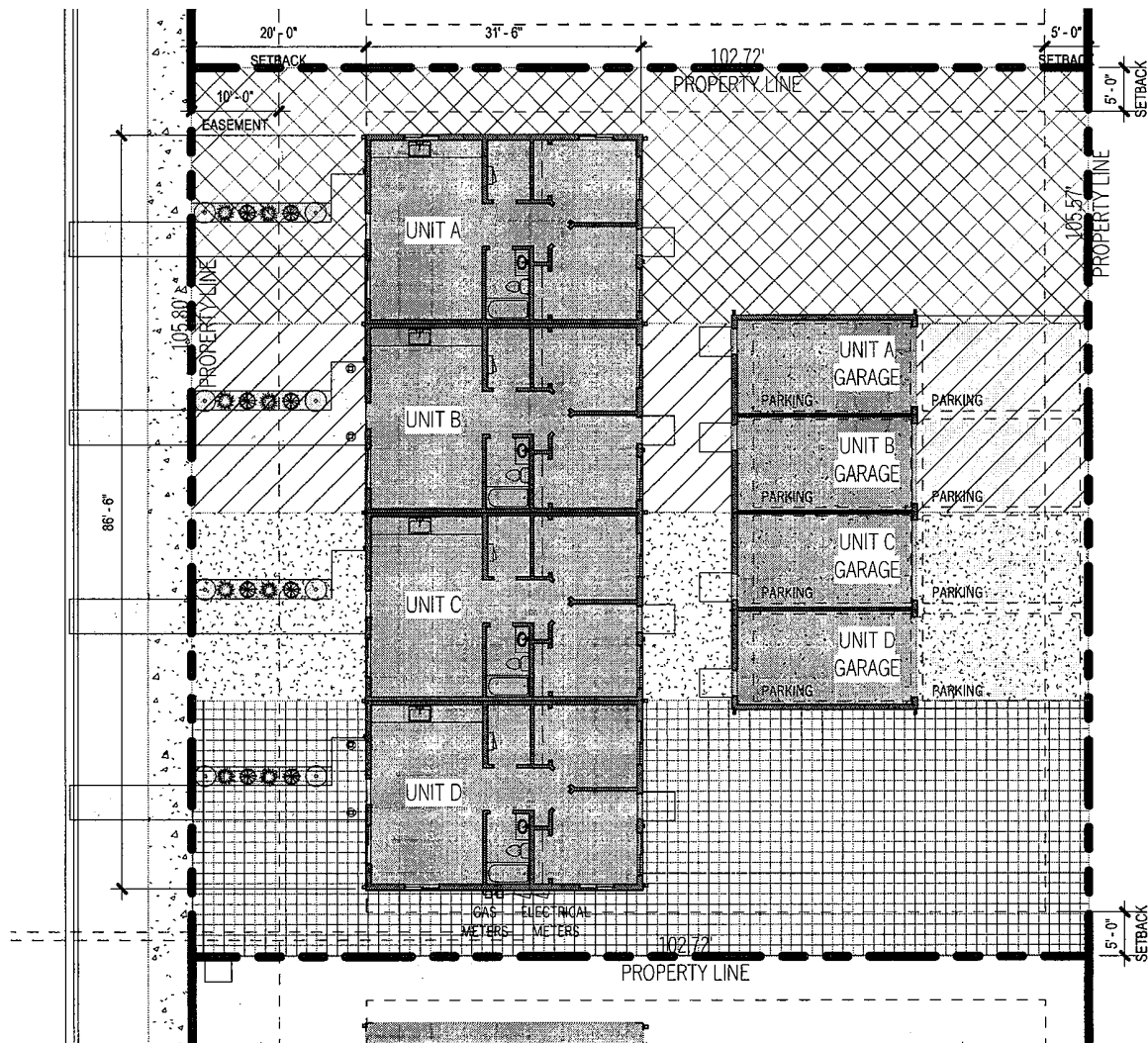
The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 410 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 13 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Declaration and Bylaws thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 410 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 410 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 4/30/2021



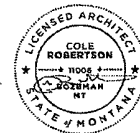
Cole Robertson
Licensed Professional Architect
License No. 11006



UNITS A, B, C, & D 410 BROOKLINE STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 13

-  LCE UNIT A
-  LCE UNIT B
-  LCE UNIT C
-  LCE UNIT D



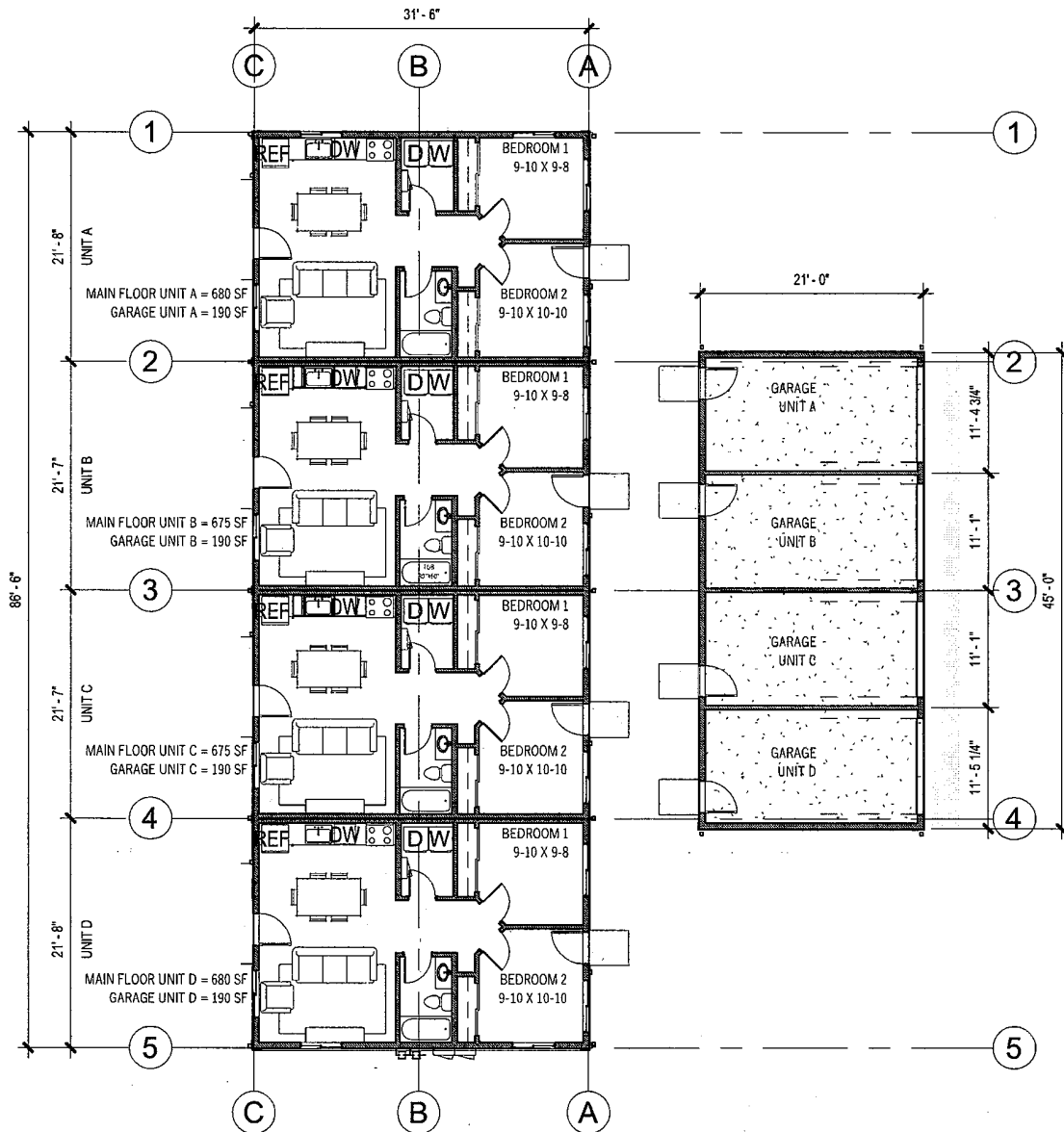
DATE:
JUNE 8 | 2021

CONDO SITE PLAN
410 BROOKLINE

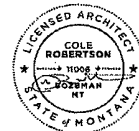
EXHIBIT H1

1 SITE PLAN LOT 13

1" = 20'-0"



UNIT A, UNIT B, UNIT C, UNIT D 410 BROOKLINE STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 13



DATE:
JUNE 8 | 2021
CONDO FLOOR PLAN
410 BROOKLINE

1 MAIN LEVEL LOT 13
1/16" = 1'-0"

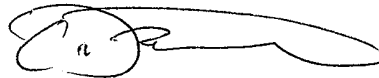
EXHIBIT H2

CERTIFICATE OF FLOOR PLANS

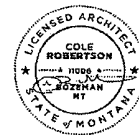
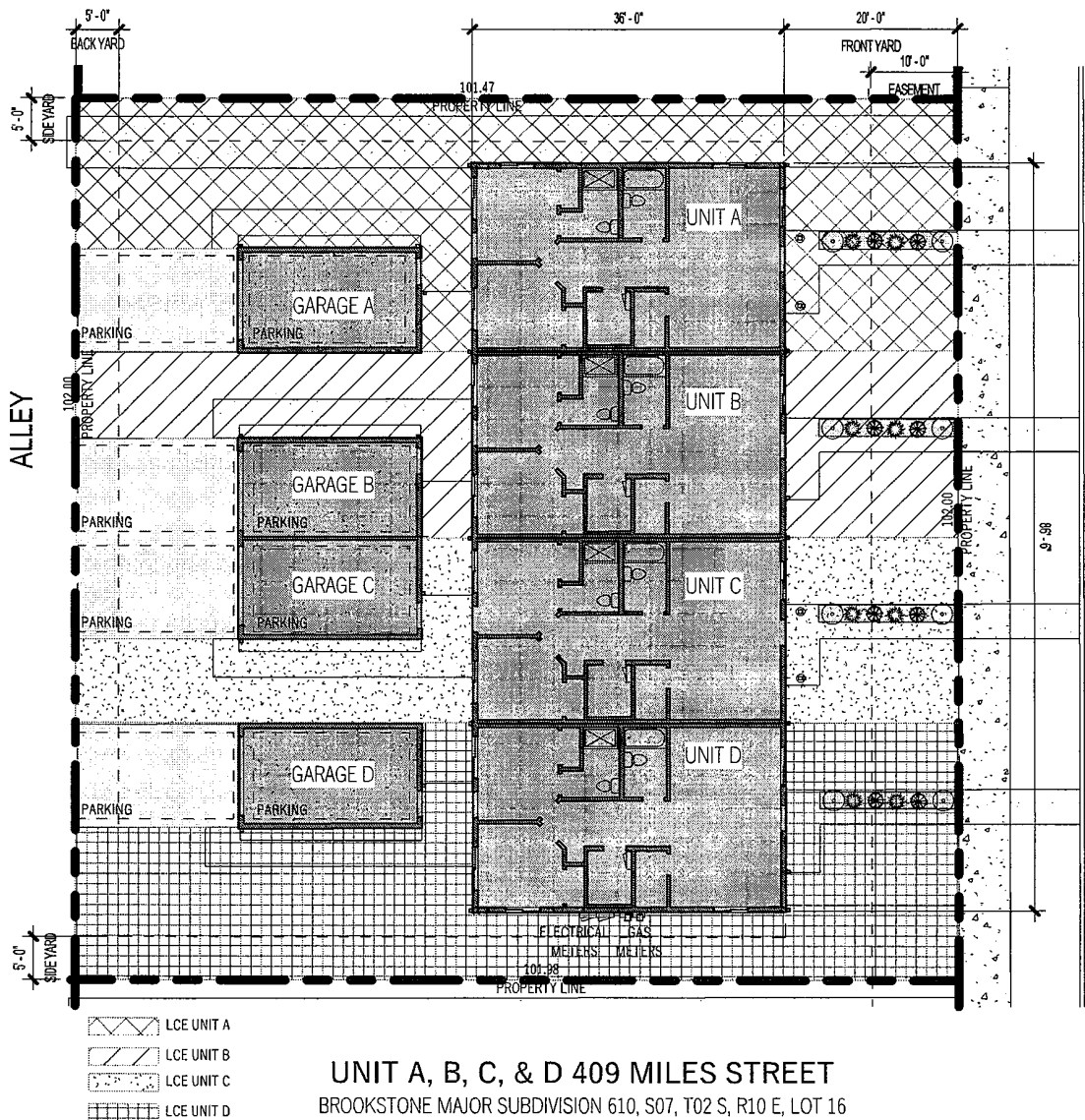
The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 409 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 16 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Supplemental Declaration thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 409 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 409 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 6/9/2021

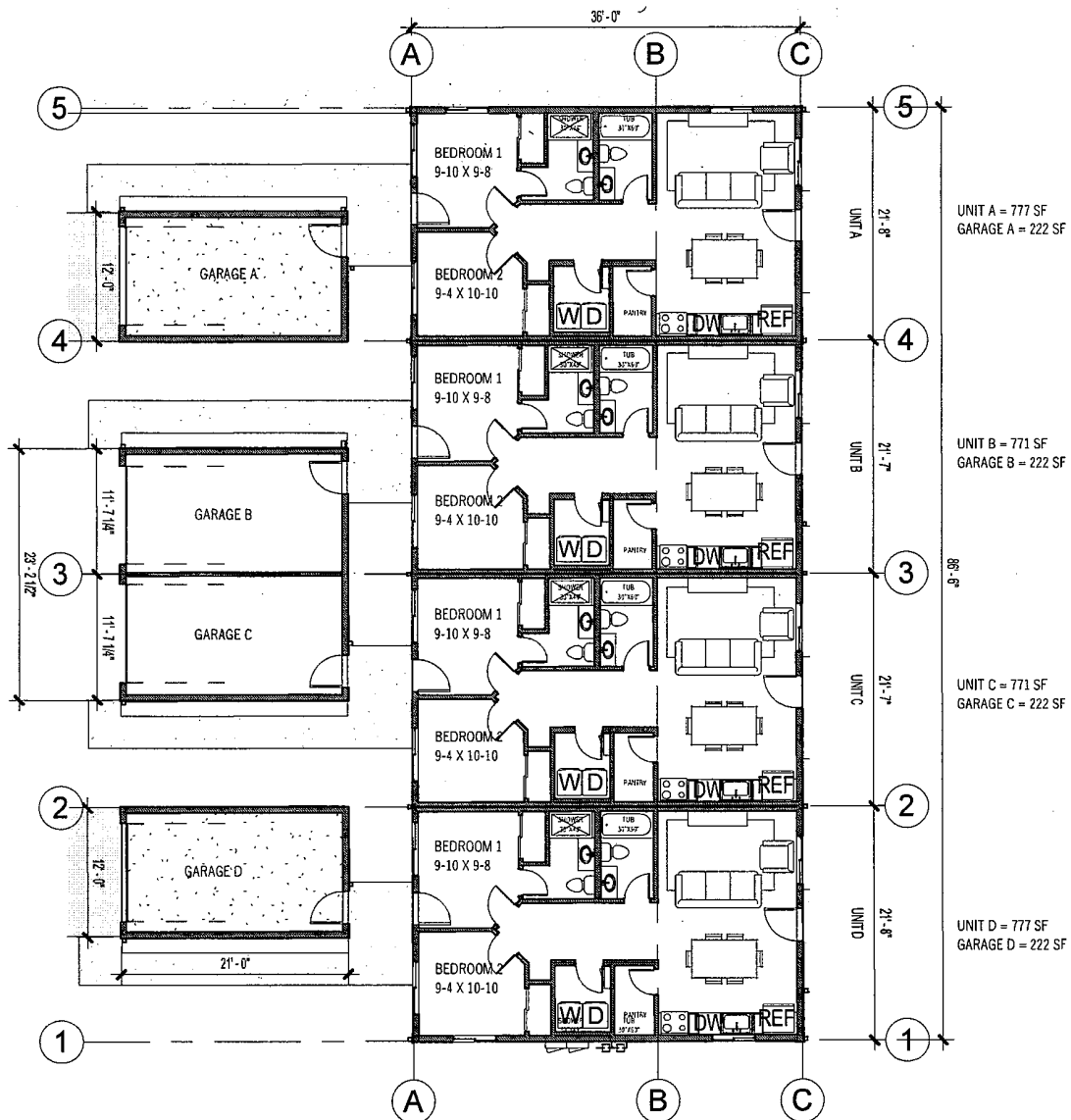


Cole Robertson
Licensed Professional Architect
License No. 11006

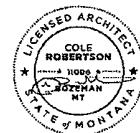


DATE:
JUNE 8 | 2021
CONDO SITE PLAN
409 MILES
EXHIBIT J1

1 SITE PLAN
1" = 20'-0"



UNIT A, B, C, & D 409 MILES STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 16



DATE:
JUNE 8 | 2021
CONDO FLOOR PLAN
409 MILES
EXHIBIT J2

1 MAIN LEVEL LOT 16
1/16" = 1'-0"

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

424811 Fee: \$146.00 Page(s): 17

Park County, MT Recorded 7/19/2021 At 10:24 AM
Maritza H Reddington , Clk & Rcdr By JB **PS** Return To:
COPA CONSULTING LLC 5024 S ASH AVE #102
TEMPE, AZ 85282

NINTH SUPPLEMENTAL DECLARATION

FOR

BROOKSTONE CONDOMINIUM

By this Ninth Supplemental Declaration for Brookstone Condominium made this 13 day of July, 2021, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," hereby supplements the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590, and as subsequently amended and supplemented, in the office of the Clerk and Recorder of Park County, Montana. This Ninth Supplemental Declaration is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. The current address of Brookstone Condominium is 313, 315, 405, 409, 411 and 413 Miles Street and 401, 402, 403, 404, 405, 406, 407, 408, 410 and 412 Brookline Street, Livingston, Montana 59047.

2. By this Ninth Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phases 14, 15 and 16 of Brookstone Condominium. Phase 14 consisting of four (4) Units designated as 412 Brookline Street, Units A, B, C and D. Phase 15 consisting of four (4) Units designated as 411 Miles Street, Units A, B, C and D. Phase 16 consisting of four (4) Units designated as 413 Brookline Street, Units A, B, C and D.

3. Article II of the Declaration, REAL ESTATE, Description, is amended to read:

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lots 3, 4, 5, 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

The property which is by this Declaration submitted and subject to the

Montana Unit Ownership Act is located within a growth policy area of a first-class municipality and qualifies for a municipal facilities subdivision review exclusion in accord with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. Land divisions excluded from review (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. Exemption for certain condominiums and townhouses. Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase 1 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 408 Brookline Street, Units A, B, C and D. The condominium Units in Phase 2 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 401 Brookline Street, Units A, B, C and D. The condominium Units in Phase 3 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 313 Miles Street, Units A, B, C and D. The condominium Units in Phase 4 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 403 Brookline Street, Units A, B, C and D. The condominium Units in Phase 5 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 315 Miles Street, Units A, B, C and D. The condominium Units in Phase 6 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 405 Miles Street, Units A, B, C and D. The condominium Units in Phase 7 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 409 Miles Street, Units A, B, C and D. The condominium Units in Phase 8 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 406 Brookline Street, Units A, B, C and D. The condominium Units in Phase 9 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 402

Brookline Street, Units A, B, C and D. The condominium Units in Phase 10 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 404 Brookline Street, Units A, B, C and D. The condominium Units in Phase 11 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 405 Brookline Street, Units A, B, C and D. The condominium Units in Phase 12 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 407 Brookline Street, Units A, B, C and D. The condominium Units in Phase 13 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 410 Brookline Street, Units A, B, C and D. The condominium Units in Phase 14 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 412 Brookline Street, Units A, B, C and D. The condominium Units in Phase 15 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 411 Miles Street, Units A, B, C and D. The condominium Units in Phase 16 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 413 Miles Street, Units A, B, C and D. Additional phases are planned to be added pursuant to the expansion provisions in paragraph IV below. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land, and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

4. Article II of the Declaration, REAL ESTATE, Condominium Units, is amended to read:

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of Brookstone Condominium shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are currently contained in sixteen (16) Buildings.

5. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, is amended by the substitution of a table of the percentage of undivided ownership of the specific Units as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
313 Miles Street		
Unit A	997*	1.58% [†]
Unit B	997*	1.58% [†]
Unit C	997*	1.58% [†]
Unit D	997*	1.58% [†]

315 Miles Street

Unit A	1029*	1.63% [†]
Unit B	1029*	1.63% [†]
Unit C	1029*	1.63% [†]
Unit D	1029*	1.63% [†]

405 Miles Street

Unit A	1029*	1.63% [†]
Unit B	1029*	1.63% [†]
Unit C	1029*	1.63% [†]
Unit D	1029*	1.63% [†]

409 Miles Street

Unit A	999*	1.58% [†]
Unit B	993*	1.58% [†]
Unit C	993*	1.58% [†]
Unit D	999*	1.58% [†]

411 Miles Street

Unit A	999*	1.58% [†]
Unit B	993*	1.58% [†]
Unit C	993*	1.58% [†]
Unit D	999*	1.58% [†]

413 Miles Street

Unit A	999*	1.58% [†]
Unit B	993*	1.58% [†]
Unit C	993*	1.58% [†]
Unit D	999*	1.58% [†]

401 Brookline Street

Unit A	922*	1.46% [†]
Unit B	917*	1.45% [†]
Unit C	917*	1.45% [†]
Unit D	922*	1.46% [†]

402 Brookline Street

Unit A	870*	1.38% [†]
Unit B	865*	1.37% [†]
Unit C	865*	1.37% [†]
Unit D	870*	1.38% [†]

403 Brookline Street

Unit A	922*	1.46% [†]
Unit B	917*	1.45% [†]
Unit C	917*	1.45% [†]

Unit D	922*	1.46% [†]
404 Brookline Street		
Unit A	870*	1.38% [†]
Unit B	865*	1.37% [†]
Unit C	865*	1.37% [†]
Unit D	870*	1.38% [†]
405 Brookline Street		
Unit A	922*	1.46% [†]
Unit B	917*	1.45% [†]
Unit C	917*	1.45% [†]
Unit D	922*	1.46% [†]
406 Brookline Street		
Unit A	870*	1.38% [†]
Unit B	865*	1.37% [†]
Unit C	865*	1.37% [†]
Unit D	870*	1.38% [†]
407 Brookline Street		
Unit A	922*	1.46% [†]
Unit B	917*	1.45% [†]
Unit C	917*	1.45% [†]
Unit D	922*	1.46% [†]
408 Brookline Street		
Unit A	1414*	2.24% [†]
Unit B	1985*	3.15% [†]
Unit C	1985*	3.15% [†]
Unit D	1414*	2.24% [†]
410 Brookline Street		
Unit A	870*	1.38% [†]
Unit B	865*	1.37% [†]
Unit C	865*	1.37% [†]
Unit D	870*	1.38% [†]
412 Brookline Street		
Unit A	870*	1.38% [†]
Unit B	865*	1.37% [†]
Unit C	865*	1.37% [†]
Unit D	870*	1.38% [†]
TOTAL	63,032*	100.00%[†]

† Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

6. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, Floor Plans and Exhibits, is amended to read:

BROOKSTONE CONDOMINIUM consists of sixteen (16) buildings and the real property described in Paragraph 3 above which contain a total of sixty four (64) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans.

7. The site and floor plans for Phase 14, containing the additional four (4) Units, are attached hereto as Exhibits I1 and I2. The site and floor plans for Phase 15, containing the additional four (4) Units, are attached hereto as Exhibits K1 and K2. The site and floor plans for Phase 16, containing the additional four (4) Units, are attached hereto as Exhibits L1 and L2. The principal materials of construction are the same as listed in the paragraph entitled Construction Materials of Article IV of the Declaration.

8. As to these twelve (12) new Units, there are no changes in the Limited Common Elements contained in the existing Declaration.

9. The Municipal Facilities Exemption recorded with the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 in the office of the Clerk and Recorder of Park County, Montana, permits a total of 72 Single Family Units on 18 Lots and this Second Supplemental Declaration complies with the said Municipal Facilities Exemption.

10. The use of all of the Units in BROOKSTONE CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever, except that a Unit Owner may lease or rent his or her Unit to third persons for residential use provided that the Owner Occupancy Restrictions set forth in the Declaration and Bylaws for Brookstone Condominium are followed.

11. Except as amended due to the construction of additional Units of Brookstone Condominium, as set forth above, the Declaration and Bylaws for Brookstone Condominium, and any previous Amendments and Supplements thereto, shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Ninth Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

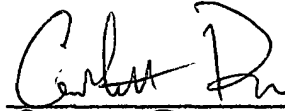
[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by


CARLOTTA PAONESSA, Authorized Signer

BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by


CARLOTTA PAONESSA, Authorized Signer

STATE OF IL)
 : ss.
County of Cook)

On this 13th day of July, 2021, before me, a Notary Public in
and for said State, personally appeared Carlotta Paonessa, Authorized Signer of
COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me that
the company executed the same.




Printed Name: Michael Singer
Notary Public for the State of IL
Residing at Elk Grove Village, IL
My commission expires: 12/10/2024

STATE OF IL)
 : ss.
County of Cook)

On this 13th day of July, 2021, before me, a Notary Public in and
for said State, personally appeared Carlotta Paonessa, Authorized
Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known
to me to be the person whose name is subscribed to the within instrument and
acknowledged to me that the company executed the same.



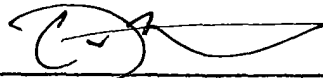

Printed Name: Michael Singer
Notary Public for the State of IL
Residing at Elk Grove Village, IL
My commission expires: 12/10/2024

CERTIFICATE OF FLOOR PLANS

The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 412 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 11 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Supplemental Declaration thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 412 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 412 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 7.2.2021



Cole Robertson
Licensed Professional Architect
License No. 11006

CERTIFICATE OF FLOOR PLANS

The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 411 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 14 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Supplemental Declaration thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 411 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 411 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 11.2.2021



Cole Robertson
Licensed Professional Architect
License No. 11006

CERTIFICATE OF FLOOR PLANS

The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

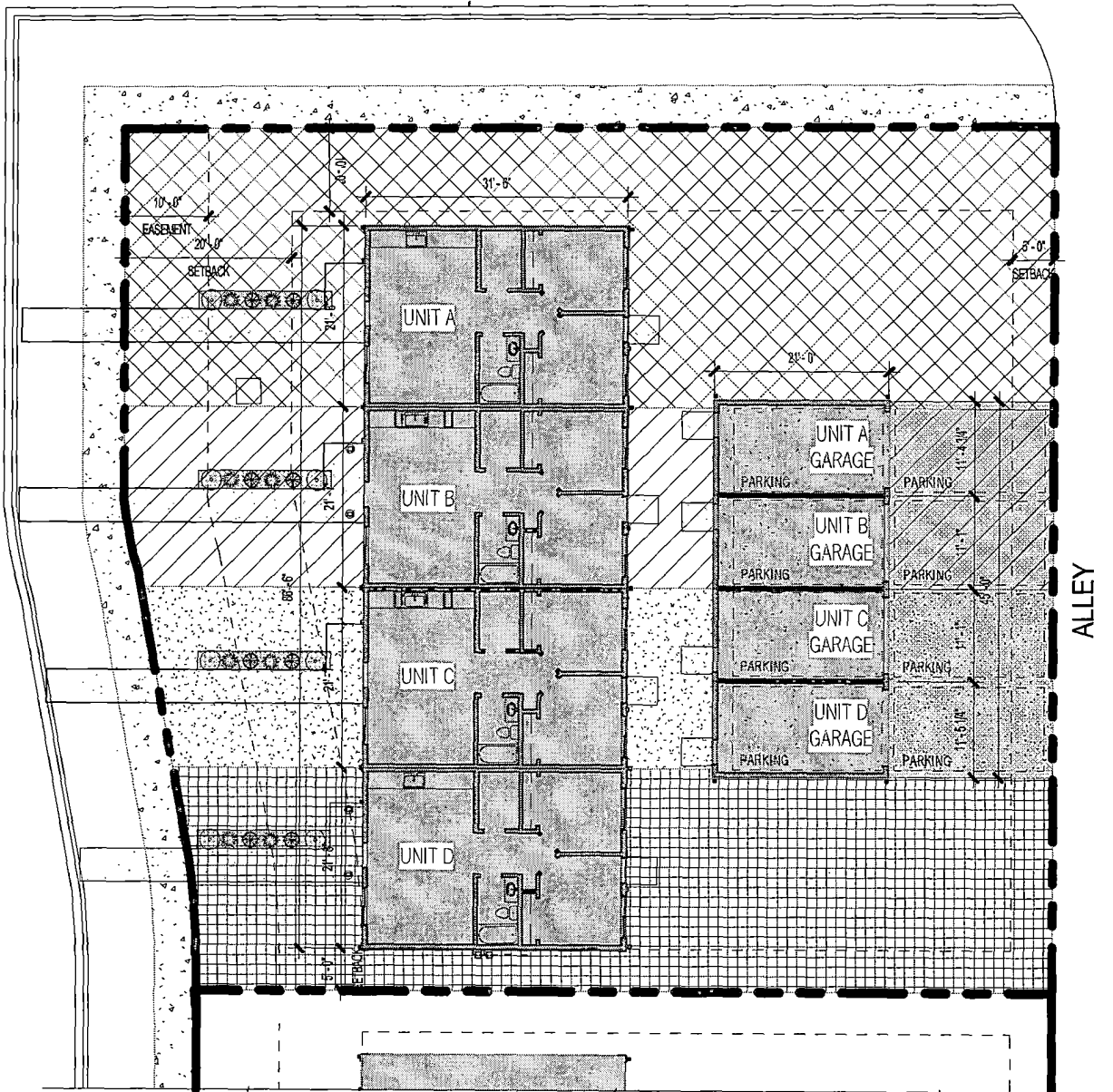
That the floor plans for 413 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 12 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Supplemental Declaration thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 413 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 413 Miles Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 7.2.2021



Cole Robertson
Licensed Professional Architect
License No. 11006

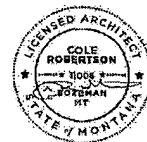
MAPLE STREET



-  LCE UNIT A
-  LCE UNIT B
-  LCE UNIT C
-  LCE UNIT D

UNIT A, B, C, & D 412 BROOKLINE STREET

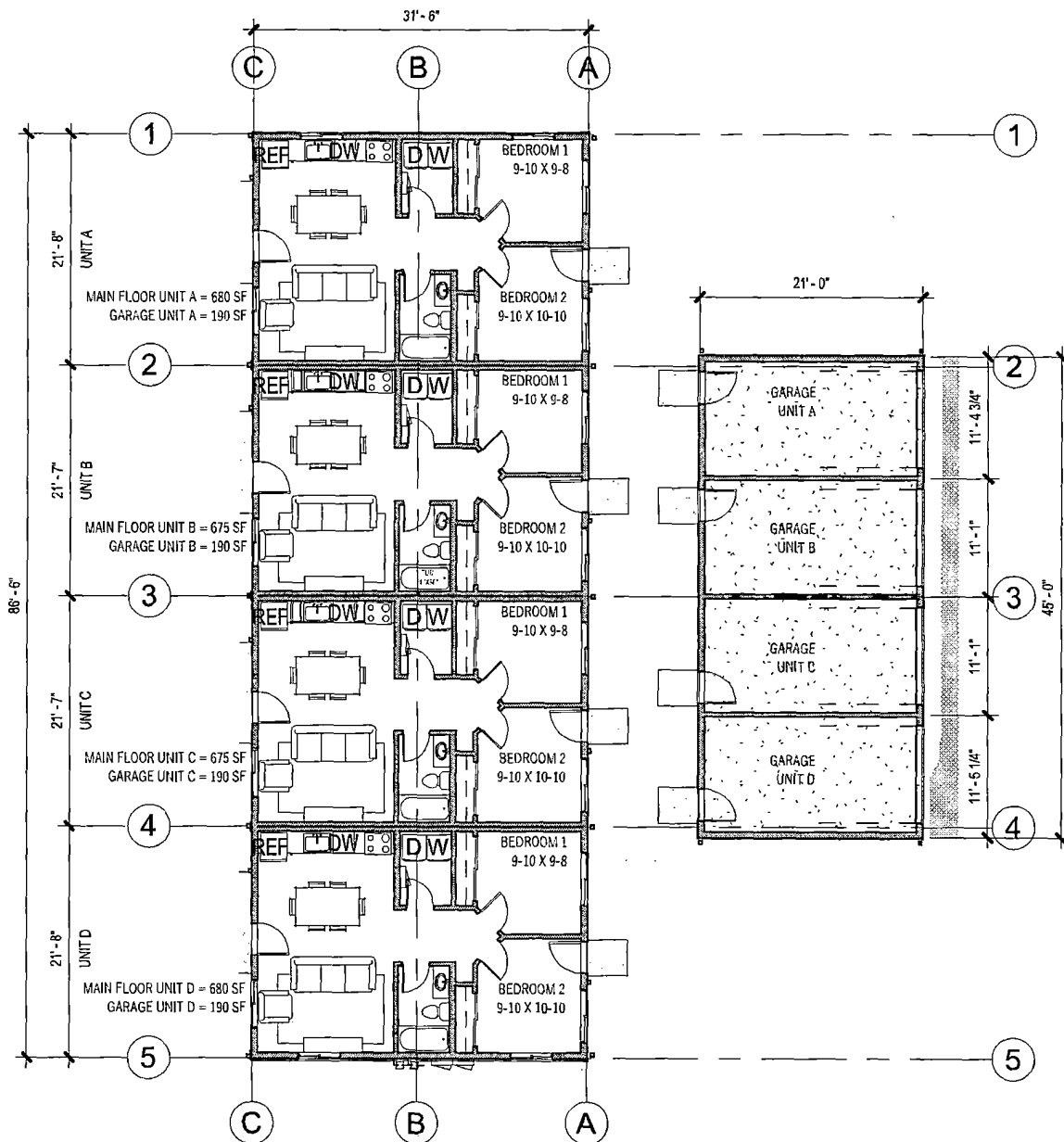
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 11



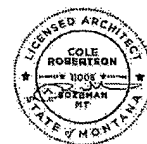
DATE:
JULY 7 | 2021

CONDO SITE PLAN
412 BROOKLINE
EXHIBIT 11

1 **SITE PLAN**
1" = 20'-0"



UNIT A, UNIT B, UNIT C, UNIT D 412 BROOKLINE STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 11

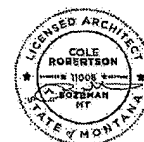
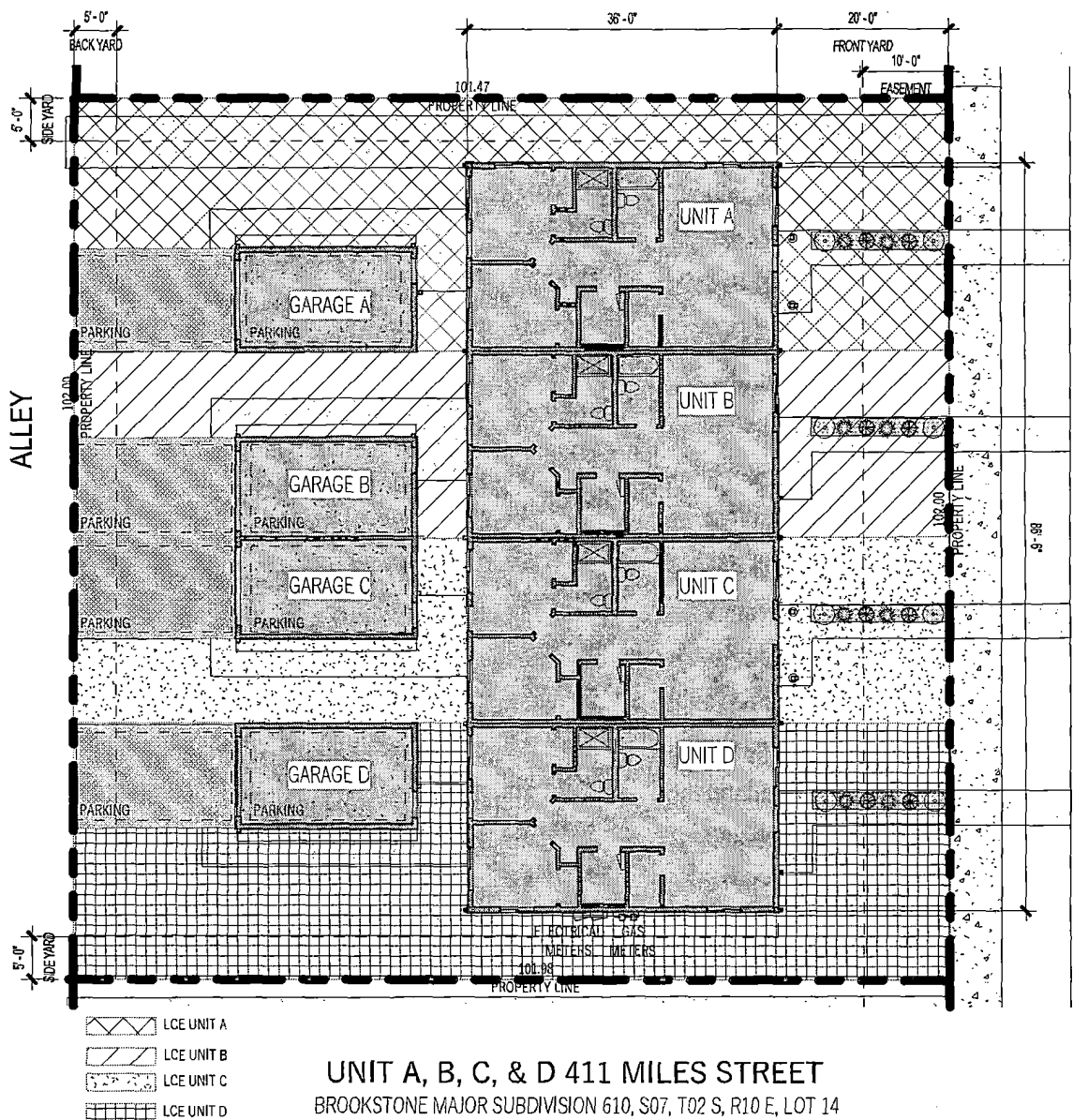


DATE:
JULY 8 | 2021

CONDO FLOOR PLAN
412 BROOKLINE

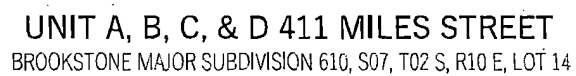
EXHIBIT I2

1 MAIN LEVEL LOT 11
1/16" = 1'-0"

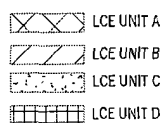


DATE:
JULY 8 | 2021
CONDO SITE PLAN
411 MILES
EXHIBIT K1

1 SITE PLAN
1" = 20'-0"



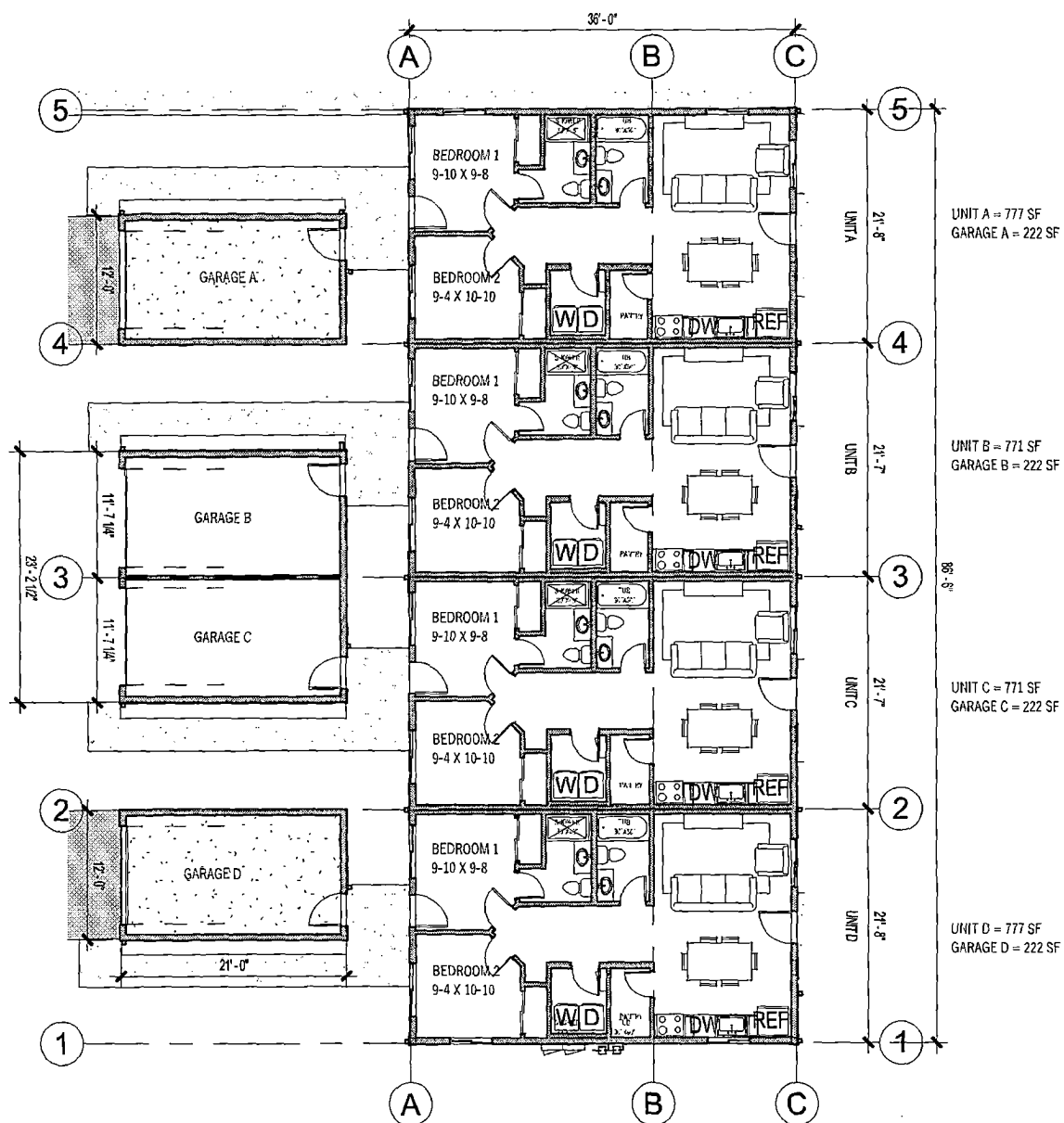
1 MAIN LEVEL LOT 14
1/16" = 1'-0"



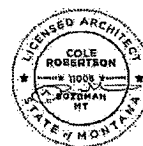
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 12

A circular professional seal for a Licensed Architect in the State of Montana. The outer ring contains the text "LICENSED ARCHITECT" at the top and "STATE OF MONTANA" at the bottom, separated by two stars. The center of the seal features the name "COLE ROBERTSON" in bold, uppercase letters. Below the name is the license number "11005". At the bottom of the center, it says "P. J. ROZMAN M.E.", indicating the seal was signed by a Professional Engineer.

**CONDO SITE PLAN
413 MILES
EXHIBIT L1**



UNIT A, B, C, & D 413 MILES STREET
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 12



DATE:
JULY 8 | 2021
CONDO FLOOR PLAN
413 MILES
EXHIBIT L2

1 MAIN LEVEL LOT 12
1/16" = 1'-0"

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

425122 Fee: \$16.00 Page(s): 2

Park County, MT Recorded 8/2/2021 At 10:56 AM
Maritza H Reddington , Clk & Rcdr By JB PS Return To:
COPA CONSULTING LLC 5024 S ASH AVE #102
TEMPE, AZ 85282

AMENDMENT TO NINTH SUPPLEMENTAL DECLARATION

FOR

BROOKSTONE CONDOMINIUM

By this Amendment to Ninth Supplemental Declaration for Brookstone Condominium made this 20 day of July, 2021, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," hereby amends that certain Ninth Supplemental Declaration for Brookstone Condominium recorded July 19, 2021 as Document No. 424811 in the office of the Clerk and Recorder of Park County, Montana by replacing Section 2 as set forth in said Ninth Supplemental Declaration for Brookstone Condominium with the following replacement Section 2 in order to change an incorrect reference from "413 Brookline Street" to "413 Miles Street," as follows:

2. By this Ninth Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phases 14, 15 and 16 of Brookstone Condominium. Phase 14 consisting of four (4) Units designated as 412 Brookline Street, Units A, B, C and D. Phase 15 consisting of four (4) Units designated as 411 Miles Street, Units A, B, C and D. Phase 16 consisting of four (4) Units designated as 413 Miles Street, Units A, B, C and D.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to Ninth Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by

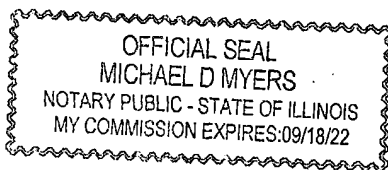
Carlot Paonessa
Carlot Paonessa Authorized Signer

BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by

Carlot Paonessa
Carlot Paonessa, Authorized Signer

STATE OF ILLINOIS)
County of COOK) : ss.

On this 20 day of July, 2021, before me, a Notary Public in
and for said State, personally appeared Carlot Paonessa, Authorized Signer of
COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me that
the company executed the same.



MICHAEL D MYERS
Printed Name: MICHAEL D MYERS
Notary Public for the State of ILLINOIS
Residing at 1111 N. LAKE ST., CHICAGO, ILLINOIS
My commission expires: 9-18-22

STATE OF ILLINOIS)
County of COOK) : ss.

On this 20 day of July, 2021, before me, a Notary Public in and
for said State, personally appeared Carlot Paonessa, Authorized
Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known
to me to be the person whose name is subscribed to the within instrument and
acknowledged to me that the company executed the same.



MICHAEL D MYERS
Printed Name: MICHAEL D MYERS
Notary Public for the State of ILLINOIS
Residing at 1111 N. LAKE ST., CHICAGO, ILLINOIS
My commission expires: 9-18-22

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

428269 Fee: \$122.00 Page(s): 14

Park County, MT Recorded 1/7/2022 At 9:29 AM
Maritza H Reddington , Clk & Rcdr By MR **BS** Return To:
COPA CONSULTING, LLC 5024 S ASH AVE
STED 102 TEMPE, AZ 85282

TENTH SUPPLEMENTAL DECLARATION
FOR
BROOKSTONE CONDOMINIUM

4th By this Tenth Supplemental Declaration for Brookstone Condominium made this day of January, 2022, BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant," hereby supplements the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590, and as subsequently amended and supplemented, in the office of the Clerk and Recorder of Park County, Montana. This Tenth Supplemental Declaration is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. The current address of Brookstone Condominium is 313, 315, 405, 409, 411 and 413 Miles Street and 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411 and 412 Brookline Street, Livingston, Montana 59047.

2. By this Tenth Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phases 17 and 18 of Brookstone Condominium. Phase 17 consisting of four (4) Units designated as 409 Brookline Street, Units A, B, C and D. Phase 18 consisting of four (4) Units designated as 411 Brookline Street, Units A, B, C and D.

3. Article II of the Declaration, REAL ESTATE, Description, is amended to read:

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lots 1, 2, 3, 4, 5, 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21
and 22 of Brookstone Major Subdivision - Final Plat,
Subdivision No. 610, Park County, Montana, according to the

official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is located within a growth policy area of a first-class municipality and qualifies for a municipal facilities subdivision review exclusion in accord with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. Land divisions excluded from review (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. Exemption for certain condominiums and townhouses. Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase 1 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 408 Brookline Street, Units A, B, C and D. The condominium Units in Phase 2 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 401 Brookline Street, Units A, B, C and D. The condominium Units in Phase 3 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 313 Miles Street, Units A, B, C and D. The condominium Units in Phase 4 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 403 Brookline Street, Units A, B, C and D. The condominium Units in Phase 5 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 315 Miles Street, Units A, B, C and D. The condominium Units in Phase 6 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units,

designated as 405 Miles Street, Units A, B, C and D. The condominium Units in Phase 7 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 409 Miles Street, Units A, B, C and D. The condominium Units in Phase 8 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 406 Brookline Street, Units A, B, C and D. The condominium Units in Phase 9 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 402 Brookline Street, Units A, B, C and D. The condominium Units in Phase 10 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 404 Brookline Street, Units A, B, C and D. The condominium Units in Phase 11 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 405 Brookline Street, Units A, B, C and D. The condominium Units in Phase 12 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 407 Brookline Street, Units A, B, C and D. The condominium Units in Phase 13 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 410 Brookline Street, Units A, B, C and D. The condominium Units in Phase 14 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 412 Brookline Street, Units A, B, C and D. The condominium Units in Phase 15 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 411 Miles Street, Units A, B, C and D. The condominium Units in Phase 16 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 413 Miles Street, Units A, B, C and D. The condominium Units in Phase 17 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 409 Brookline Street, Units A, B, C and D. The condominium Units in Phase 18 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 411 Brookline Street, Units A, B, C and D. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

4. Article II of the Declaration, REAL ESTATE, Condominium Units, is amended to read:

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of Brookstone Condominium shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units

comprising the condominium are currently contained in eighteen (18) Buildings.

5. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, is amended by the substitution of a table of the percentage of undivided ownership of the specific Units as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
313 Miles Street		
Unit A	997*	1.44%†
Unit B	997*	1.44%†
Unit C	997*	1.44%†
Unit D	997*	1.44%†
315 Miles Street		
Unit A	1029*	1.48%†
Unit B	1029*	1.48%†
Unit C	1029*	1.48%†
Unit D	1029*	1.48%†
405 Miles Street		
Unit A	1029*	1.48%†
Unit B	1029*	1.48%†
Unit C	1029*	1.48%†
Unit D	1029*	1.48%†
409 Miles Street		
Unit A	999*	1.44%†
Unit B	993*	1.43%†
Unit C	993*	1.43%†
Unit D	999*	1.44%†
411 Miles Street		
Unit A	999*	1.44%†
Unit B	993*	1.43%†
Unit C	993*	1.43%†
Unit D	999*	1.44%†
413 Miles Street		
Unit A	999*	1.44%†
Unit B	993*	1.43%†
Unit C	993*	1.43%†

Unit D	999*	1.44% [†]
401 Brookline Street		
Unit A	922*	1.33% [†]
Unit B	917*	1.32% [†]
Unit C	917*	1.32% [†]
Unit D	922*	1.33% [†]
402 Brookline Street		
Unit A	870*	1.25% [†]
Unit B	865*	1.25% [†]
Unit C	865*	1.25% [†]
Unit D	870*	1.25% [†]
403 Brookline Street		
Unit A	922*	1.33% [†]
Unit B	917*	1.32% [†]
Unit C	917*	1.32% [†]
Unit D	922*	1.33% [†]
404 Brookline Street		
Unit A	870*	1.25% [†]
Unit B	865*	1.25% [†]
Unit C	865*	1.25% [†]
Unit D	870*	1.25% [†]
405 Brookline Street		
Unit A	922*	1.33% [†]
Unit B	917*	1.32% [†]
Unit C	917*	1.32% [†]
Unit D	922*	1.33% [†]
406 Brookline Street		
Unit A	870*	1.25% [†]
Unit B	865*	1.25% [†]
Unit C	865*	1.25% [†]
Unit D	870*	1.25% [†]
407 Brookline Street		
Unit A	922*	1.33% [†]
Unit B	917*	1.32% [†]
Unit C	917*	1.32% [†]
Unit D	922*	1.33% [†]

408 Brookline Street

Unit A	1414*	2.04% [†]
Unit B	1985*	2.86% [†]
Unit C	1985*	2.86% [†]
Unit D	1414*	2.04% [†]

409 Brookline Street

Unit A	920*	1.33% [†]
Unit B	920*	1.33% [†]
Unit C	920*	1.33% [†]
Unit D	920*	1.33% [†]

410 Brookline Street

Unit A	870*	1.25% [†]
Unit B	865*	1.25% [†]
Unit C	865*	1.25% [†]
Unit D	870*	1.25% [†]

411 Brookline Street

Unit A	680*	0.98% [†]
Unit B	675*	0.97% [†]
Unit C	675*	0.97% [†]
Unit D	680*	0.98% [†]

412 Brookline Street

Unit A	870*	1.25% [†]
Unit B	865*	1.25% [†]
Unit C	865*	1.25% [†]
Unit D	870*	1.25% [†]

TOTAL	69,422*	100.00%[†]
--------------	----------------	----------------------------

[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

6. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, Floor Plans and Exhibits, is amended to read:

BROOKSTONE CONDOMINIUM consists of eighteen (18) buildings and the real property described in Paragraph 3 above which contain a total of seventy two (72) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans.

7. The site and floor plans for Phase 17, containing the additional four (4) Units, are attached hereto as Exhibits P1 and P2. The site and floor plans for Phase 18, containing the additional four (4) Units, are attached hereto as Exhibits Q1 and Q2. The principal materials of construction are the same as listed in the paragraph entitled Construction Materials of Article IV of the Declaration.

8. As to these eight (8) new Units, there are no changes in the Limited Common Elements contained in the existing Declaration.

9. The Municipal Facilities Exemption recorded with the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 in the office of the Clerk and Recorder of Park County, Montana, permits a total of 72 Single Family Units on 18 Lots and this Tenth Supplemental Declaration complies with the said Municipal Facilities Exemption.

10. The use of all of the Units in BROOKSTONE CONDOMINIUM shall be for residential purposes only and there shall be no commercial use whatsoever, except that a Unit Owner may lease or rent his or her Unit to third persons for residential use provided that the Owner Occupancy Restrictions set forth in the Declaration and Bylaws for Brookstone Condominium are followed.

11. Except as amended due to the construction of additional Units of Brookstone Condominium, as set forth above, the Declaration and Bylaws for Brookstone Condominium, and any previous Amendments and Supplements thereto, shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

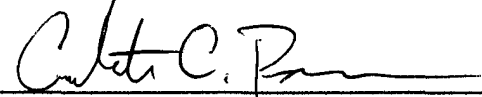
[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by


CARLOTTA PAONESSA, Authorized Signer

BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by


CARLOTTA PAONESSA, Authorized Signer

STATE OF Illinois)
: ss.
County of Cook)

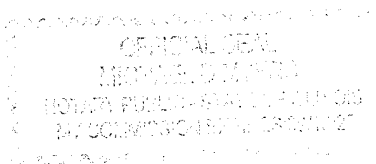
On this 23 day of Dec, 2021, before me, a Notary Public in
and for said State, personally appeared CARLOTTA PAONESSA, Authorized Signer of
COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me that
the company executed the same.




Printed Name: MICHAEL D MYERS
Notary Public for the State of ILLINOIS
Residing at HADDOCK TOLLAND
My commission expires: 9-18-22

STATE OF Illinois)
: ss.
County of Cook)

On this 23 day of Dec, 2021, before me, a Notary Public in and
for said State, personally appeared CARLOTTA PAONESSA, Authorized
Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known
to me to be the person whose name is subscribed to the within instrument and
acknowledged to me that the company executed the same.



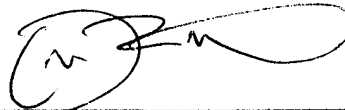

Printed Name: MICHAEL D MYERS
Notary Public for the State of ILLINOIS
Residing at HADDOCK TOLLAND
My commission expires: 9-18-22

CERTIFICATE OF FLOOR PLANS

The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 411 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 1 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Supplemental Declaration thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 411 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 411 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 1.4.2022



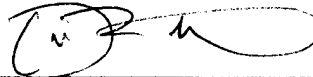
Cole Robertson
Licensed Professional Architect
License No. 11006

CERTIFICATE OF FLOOR PLANS

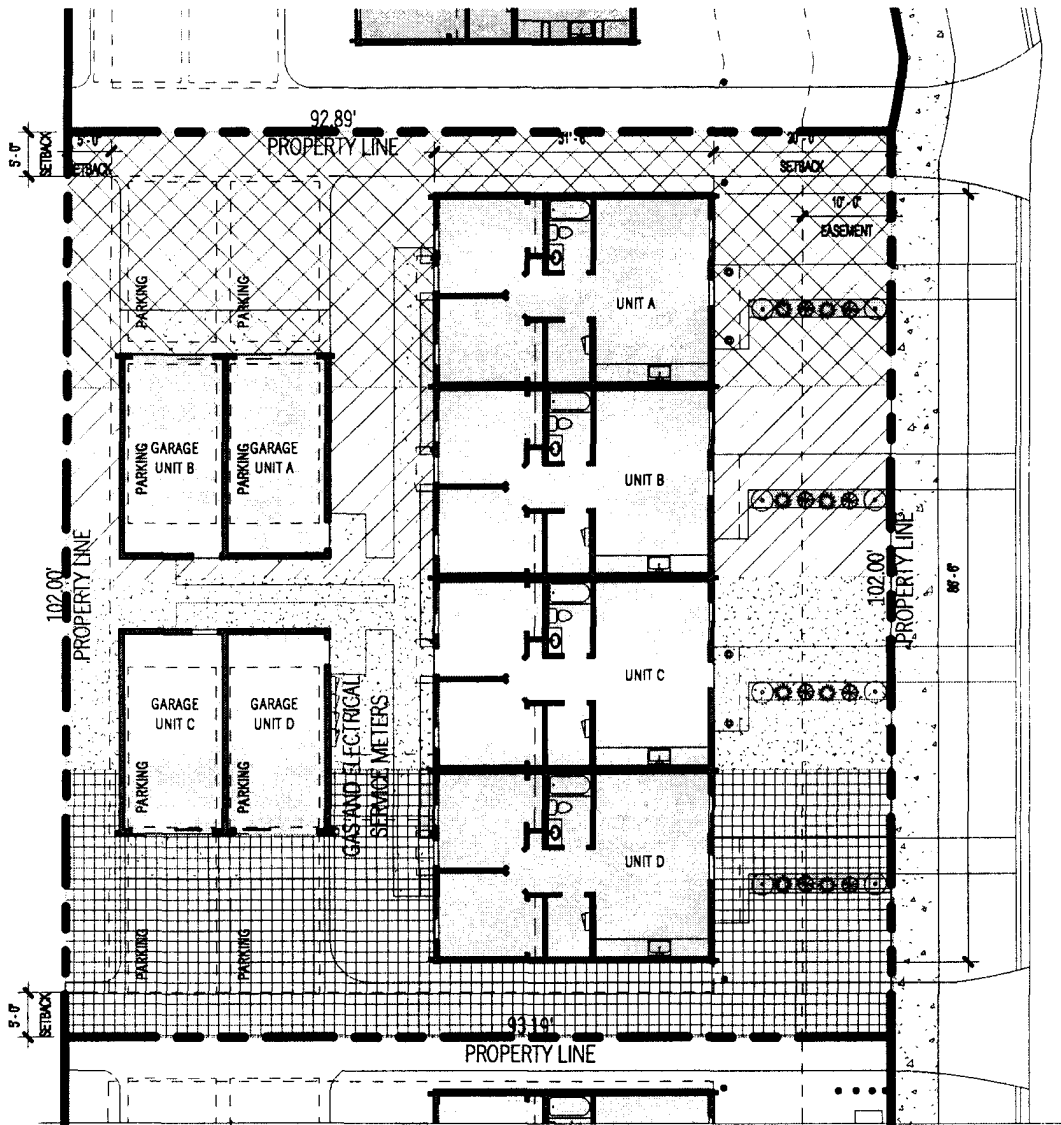
The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 409 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 2 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Supplemental Declaration thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 409 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 409 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: 1.14.2022



Cole Robertson
Licensed Professional Architect
License No. 11006



BROOKLINE STREET

- LCE UNIT A
- LCE UNIT B
- LCE UNIT C
- LCE UNIT D

UNIT A, UNIT B, UNIT C, UNIT D 409 BROOKLINE STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 2



DATE:
SEP 28 | 2021

CONDO SITE PLAN
409 BROOKLINE

EXHIBIT P1

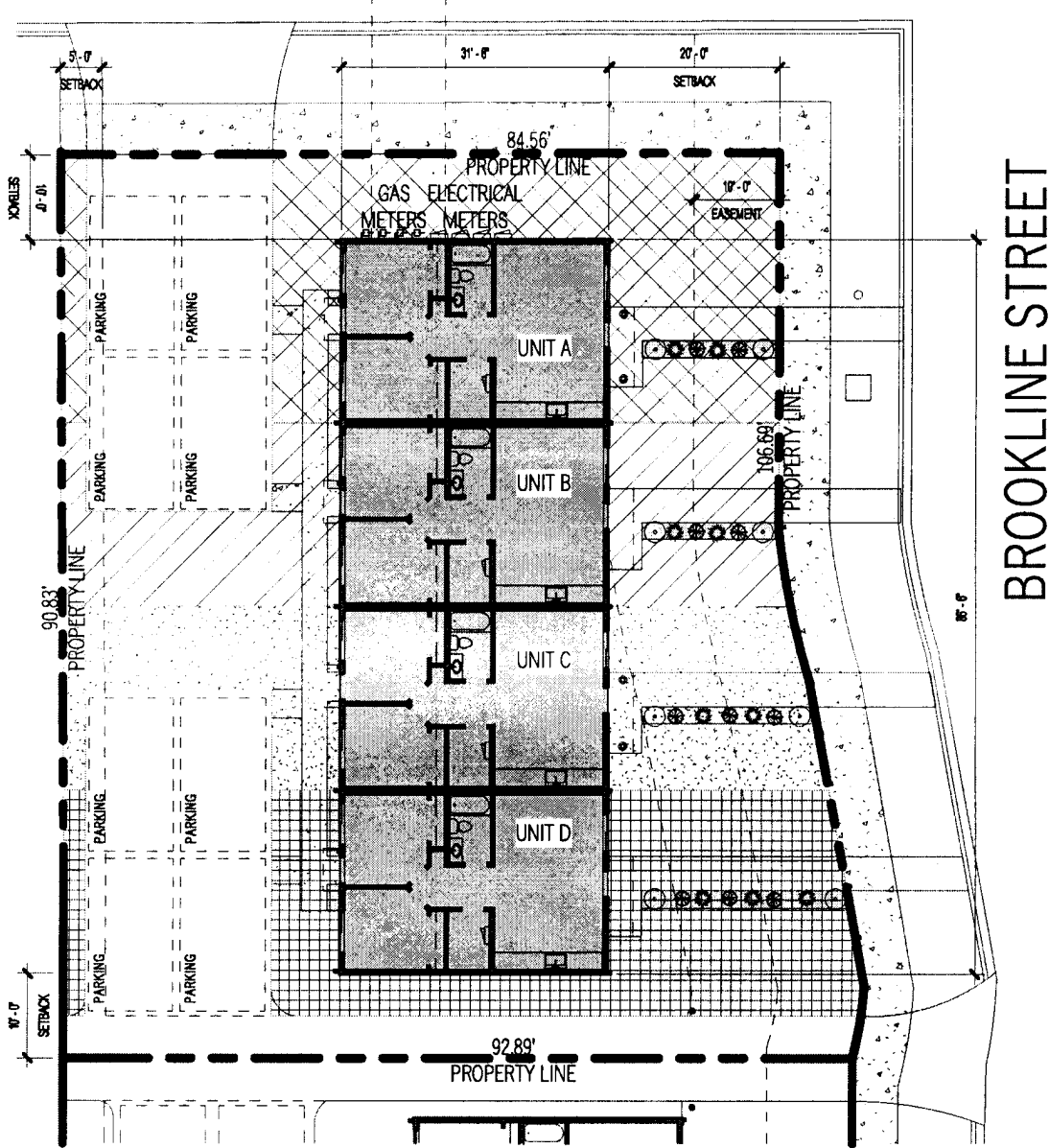


SITE PLAN LOT 2

1" = 20'-0"

1 MAIN LEVEL LOT 2
1/16" = 1'-0"

MAPLE STREET



BROOKLINE STREET

UNITS A, B, C, & D 411 BROOKLINE STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 1

-  LCE UNIT A
-  LCE UNIT B
-  LCE UNIT C
-  LCE UNIT D



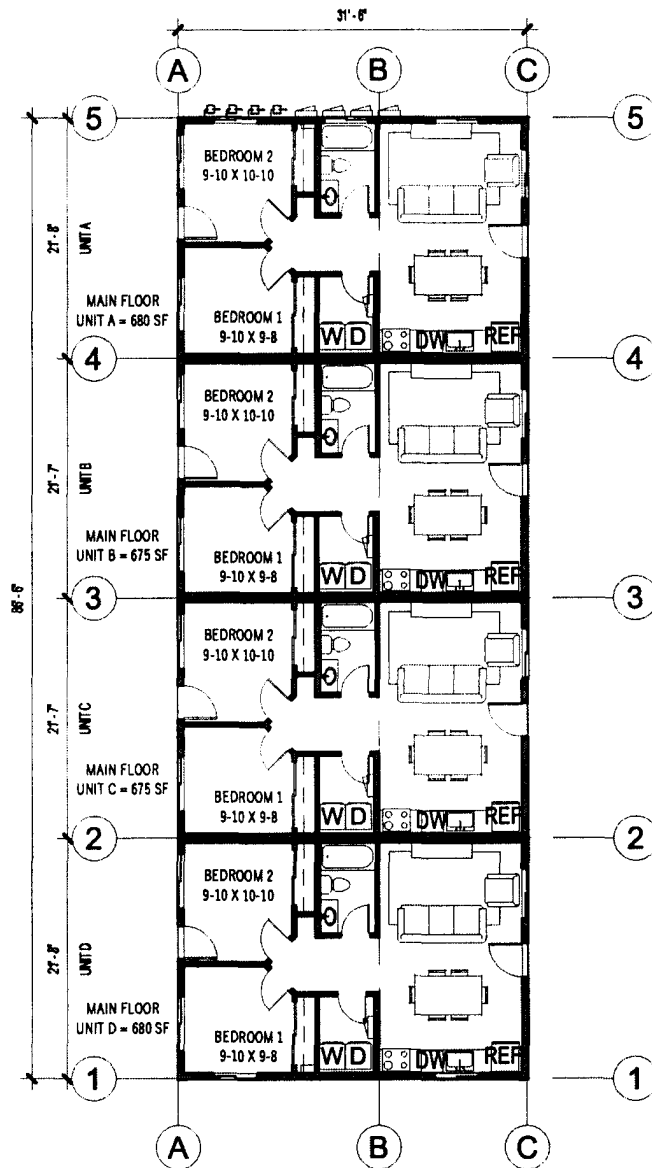
DATE:
SEP 28 | 2021

CONDO SITE PLAN
411 BROOKLINE
EXHIBIT Q1



SITE PLAN - 411 BROOKLINE STREET

1" = 20'-0"



UNIT A, UNIT B, UNIT C, UNIT D 411 BROOKLINE STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 1



DATE:
SEP 28 | 2021

CONDO FLOOR PLAN
411 BROOKLINE
EXHIBIT Q2

1 MAIN LEVEL LOT 1
1/16" = 1'-0"

Please return to:
Copa Consulting, LLC
5024 South Ash Avenue, Suite 102
Tempe, Arizona 85282

428630 Fee: \$120.00 Page(s): 15

Park County, MT Recorded 1/28/2022 At 3:14 PM

Maritza H Reddington , Clk & Rcdr By JB *JB*. Return To:

COPA CONSULTING LLC 5024 S ASH AVE #102

TEMPE, AZ 85282

CORRECTION TENTH SUPPLEMENTAL DECLARATION

FOR

BROOKSTONE CONDOMINIUM

This Correction Tenth Supplemental Declaration for Brookstone Condominium is made this 28th day of January, 2022, by BROOKSTONE LIVINGSTON, LLC, a Montana limited liability company and COPA CONSULTING, LLC, an Arizona limited liability company, of 5024 South Ash Avenue, Suite 102, Tempe, Arizona 85282, hereinafter collectively referred to as "Declarant." This Correction Tenth Supplemental Declaration replaces that certain Tenth Supplemental Declaration for Brookstone Condominium recorded on January 7, 2022 as Document No. 428269 and hereby supplements the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590, and as subsequently amended and supplemented, all in the office of the Clerk and Recorder of Park County, Montana. This Correction Tenth Supplemental Declaration corrects said Tenth Supplemental Declaration by adding an authorized signer for the Declarant and is made pursuant to Article IV and other appropriate provisions of said Declaration.

1. The current address of Brookstone Condominium is 313, 315, 405, 409, 411 and 413 Miles Street and 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411 and 412 Brookline Street, Livingston, Montana 59047.

2. By this Tenth Supplemental Declaration for Brookstone Condominium, the Declarant hereby adds Phases 17 and 18 of Brookstone Condominium. Phase 17 consisting of four (4) Units designated as 409 Brookline Street, Units A, B, C and D. Phase 18 consisting of four (4) Units designated as 411 Brookline Street, Units A, B, C and D.

3. Article II of the Declaration, REAL ESTATE, Description, is amended to read:

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Lots 1, 2, 3, 4, 5, 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana.

The property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is located within a growth policy area of a first-class municipality and qualifies for a municipal facilities subdivision review exclusion in accord with Section 76-4-125(1)(d), Montana Code Annotated.

Declarant certifies that Brookstone Condominium is excluded from review by the Department of Environmental Quality pursuant to 76-4-125 and 76-3-203, MCA.

76-4-125. Land divisions excluded from review (1) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(d) as certified pursuant to 76-4-127 (iii) divisions or parcels of land that are exempt from the Montana Subdivision and Platting Act review under 76-3-203.

76-3-203. Exemption for certain condominiums and townhouses. Condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, constructed on land subdivided in compliance with parts 5 and 6 of this chapter or on lots within incorporated cities and towns are exempt from the provisions of this chapter if:

(2) the condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

The condominium Units in Phase 1 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 408 Brookline Street, Units A, B, C and D. The condominium Units in Phase 2 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 401 Brookline Street, Units A, B, C and D. The condominium Units in Phase 3 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 313 Miles Street, Units A, B, C and D. The condominium Units in Phase 4 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 403 Brookline Street, Units A, B, C and D. The condominium Units in Phase 5 of BROOKSTONE

CONDOMINIUM consists of four (4) separate Units, designated as 315 Miles Street, Units A, B, C and D. The condominium Units in Phase 6 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 405 Miles Street, Units A, B, C and D. The condominium Units in Phase 7 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 409 Miles Street, Units A, B, C and D. The condominium Units in Phase 8 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 406 Brookline Street, Units A, B, C and D. The condominium Units in Phase 9 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 402 Brookline Street, Units A, B, C and D. The condominium Units in Phase 10 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 404 Brookline Street, Units A, B, C and D. The condominium Units in Phase 11 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 405 Brookline Street, Units A, B, C and D. The condominium Units in Phase 12 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 407 Brookline Street, Units A, B, C and D. The condominium Units in Phase 13 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 410 Brookline Street, Units A, B, C and D. The condominium Units in Phase 14 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 412 Brookline Street, Units A, B, C and D. The condominium Units in Phase 15 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 411 Miles Street, Units A, B, C and D. The condominium Units in Phase 16 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 413 Miles Street, Units A, B, C and D. The condominium Units in Phase 17 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 409 Brookline Street, Units A, B, C and D. The condominium Units in Phase 18 of BROOKSTONE CONDOMINIUM consists of four (4) separate Units, designated as 411 Brookline Street, Units A, B, C and D. The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land and shall include every Unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as the Declaration and Bylaws for BROOKSTONE CONDOMINIUM are in effect.

4. Article II of the Declaration, REAL ESTATE, Condominium Units, is amended to read:

Condominium Units

Each Unit, together with the appurtenant undivided interest in the Common Elements of Brookstone Condominium shall together comprise one

condominium unit, shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium unit. The Units comprising the condominium are currently contained in eighteen (18) Buildings.

5. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, is amended by the substitution of a table of the percentage of undivided ownership of the specific Units as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE OF INTEREST IN GENERAL COMMON ELEMENTS</u>
313 Miles Street		
Unit A	997*	1.44%†
Unit B	997*	1.44%†
Unit C	997*	1.44%†
Unit D	997*	1.44%†
315 Miles Street		
Unit A	1029*	1.48%†
Unit B	1029*	1.48%†
Unit C	1029*	1.48%†
Unit D	1029*	1.48%†
405 Miles Street		
Unit A	1029*	1.48%†
Unit B	1029*	1.48%†
Unit C	1029*	1.48%†
Unit D	1029*	1.48%†
409 Miles Street		
Unit A	999*	1.44%†
Unit B	993*	1.43%†
Unit C	993*	1.43%†
Unit D	999*	1.44%†
411 Miles Street		
Unit A	999*	1.44%†
Unit B	993*	1.43%†
Unit C	993*	1.43%†
Unit D	999*	1.44%†
413 Miles Street		
Unit A	999*	1.44%†

Unit B	993*	1.43%†
Unit C	993*	1.43%†
Unit D	999*	1.44%†

401 Brookline Street

Unit A	922*	1.33%†
Unit B	917*	1.32%†
Unit C	917*	1.32%†
Unit D	922*	1.33%†

402 Brookline Street

Unit A	870*	1.25%†
Unit B	865*	1.25%†
Unit C	865*	1.25%†
Unit D	870*	1.25%†

403 Brookline Street

Unit A	922*	1.33%†
Unit B	917*	1.32%†
Unit C	917*	1.32%†
Unit D	922*	1.33%†

404 Brookline Street

Unit A	870*	1.25%†
Unit B	865*	1.25%†
Unit C	865*	1.25%†
Unit D	870*	1.25%†

405 Brookline Street

Unit A	922*	1.33%†
Unit B	917*	1.32%†
Unit C	917*	1.32%†
Unit D	922*	1.33%†

406 Brookline Street

Unit A	870*	1.25%†
Unit B	865*	1.25%†
Unit C	865*	1.25%†
Unit D	870*	1.25%†

407 Brookline Street

Unit A	922*	1.33%†
Unit B	917*	1.32%†
Unit C	917*	1.32%†

Unit D	922*	1.33% [†]
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Unit A	1414*	2.04% [†]
Unit B	1985*	2.86% [†]
Unit C	1985*	2.86% [†]
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Unit A	920*	1.33% [†]
Unit B	920*	1.33% [†]
Unit C	920*	1.33% [†]
Unit D	920*	1.33% [†]
410 Brookline Street		
Unit A	870*	1.25% [†]
Unit B	865*	1.25% [†]
Unit C	865*	1.25% [†]
Unit D	870*	1.25% [†]
411 Brookline Street		
Unit A	680*	0.98% [†]
Unit B	675*	0.97% [†]
Unit C	675*	0.97% [†]
Unit D	680*	0.98% [†]
412 Brookline Street		
Unit A	870*	1.25% [†]
Unit B	865*	1.25% [†]
Unit C	865*	1.25% [†]
Unit D	870*	1.25% [†]
TOTAL	69,422*	100.00%[†]

[†] Subject to the expansion provisions below.

* Including garage and excluding patio and balcony. The actual dimensions and boundaries of the Units are set forth above in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV may not be the actual square footage measurements of the Units as said Units are defined in Article II, Unit Boundaries. The square footage measurements set forth in this Article IV are used only for the purposes of determining each Unit Owner's percentage interest in the General Common Elements and liability for Common Expenses. No representation or warranty of any kind

whatsoever is made that the square footage measurements set forth above are the actual square footage measurements of any Unit.

6. Article IV of the Declaration, OWNERSHIP AND VOTING - EXHIBITS - USE, Floor Plans and Exhibits, is amended to read:

BROOKSTONE CONDOMINIUM consists of eighteen (18) buildings and the real property described in Paragraph 3 above which contain a total of seventy two (72) separate BROOKSTONE CONDOMINIUM Units as shown on the floor plans.

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8. As to these eight (8) new Units, there are no changes in the Limited Common Elements contained in the existing Declaration.

9. The Municipal Facilities Exemption recorded with the Declaration and Bylaws for Brookstone Condominium recorded on July 9, 2020 as Document No. 416590 in the office of the Clerk and Recorder of Park County, Montana, permits a total of 72 Single Family Units on 18 Lots and this Tenth Supplemental Declaration complies with the said Municipal Facilities Exemption.

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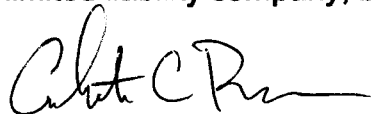
11. Except as amended due to the construction of additional Units of Brookstone Condominium, as set forth above, the Declaration and Bylaws for Brookstone Condominium, and any previous Amendments and Supplements thereto, shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Supplemental Declaration to be made and executed according to and under the provisions of the Unit Ownership Act, Title 70, Section 23, M.C.A., and the Declaration and Bylaws for Brookstone Condominium.

[signatures on following page]

DECLARANT:

COPA CONSULTING, LLC, an Arizona
limited liability company, by



CARLOTTA PAONESSA, Authorized Signer

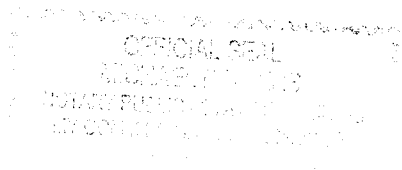
BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by



CARLOTTA PAONESSA, Authorized Signer

STATE OF Illinois)
: ss.
County of Cook)

On this 23 day of DEC, 2021, before me, a Notary Public in
and for said State, personally appeared CARLOTTA PAONESSA, Authorized Signer of
COPA CONSULTING, LLC, an Arizona limited liability company, known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me that
the company executed the same.



Printed Name: Michael D Myers
Notary Public for the State of ILLINOIS
Residing at 1111 GRIFFIN DRIVE, ELK GROVE, ILLINOIS 60120
My commission expires: 9-18-22

STATE OF Illinois)
: ss.
County of Cook)

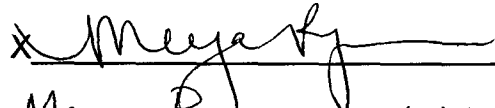
On this 23 day of Dec, 2021, before me, a Notary Public in and
for said State, personally appeared CARLOTTA PAONESSA, Authorized
Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability company, known
to me to be the person whose name is subscribed to the within instrument and
acknowledged to me that the company executed the same.



Printed Name: Michael D Myers
Notary Public for the State of ILLINOIS
Residing at 1111 GRIFFIN DRIVE, ELK GROVE, ILLINOIS 60120
My commission expires: 9-18-22

DECLARANT:

BROOKSTONE LIVINGSTON, LLC, a
Montana limited liability company, by

X 
Megan Ryan, (printed name) Authorized Signer

STATE OF Arizona)
: ss.
County of Maricopa)

On this 22nd day of January, ^{2022 ~~416~~} ~~2021~~, before me, a Notary Public in
and for said State, personally appeared Megan Ryan,
Authorized Signer of BROOKSTONE LIVINGSTON, LLC, an Montana limited liability
company, known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that the company executed the same.




Printed Name: Logan Bacon
Notary Public for the State of Arizona
Residing at Glendale, Arizona
My commission expires: May 31, 2025

CERTIFICATE OF FLOOR PLANS

The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

That the floor plans for 409 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 2 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Supplemental Declaration thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 409 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 409 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated:  1/25/2022



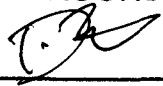
Cole Robertson
Licensed Professional Architect
License No. 11006

CERTIFICATE OF FLOOR PLANS

The undersigned, being a duly licensed professional architect in the State of Montana, herewith certifies the following:

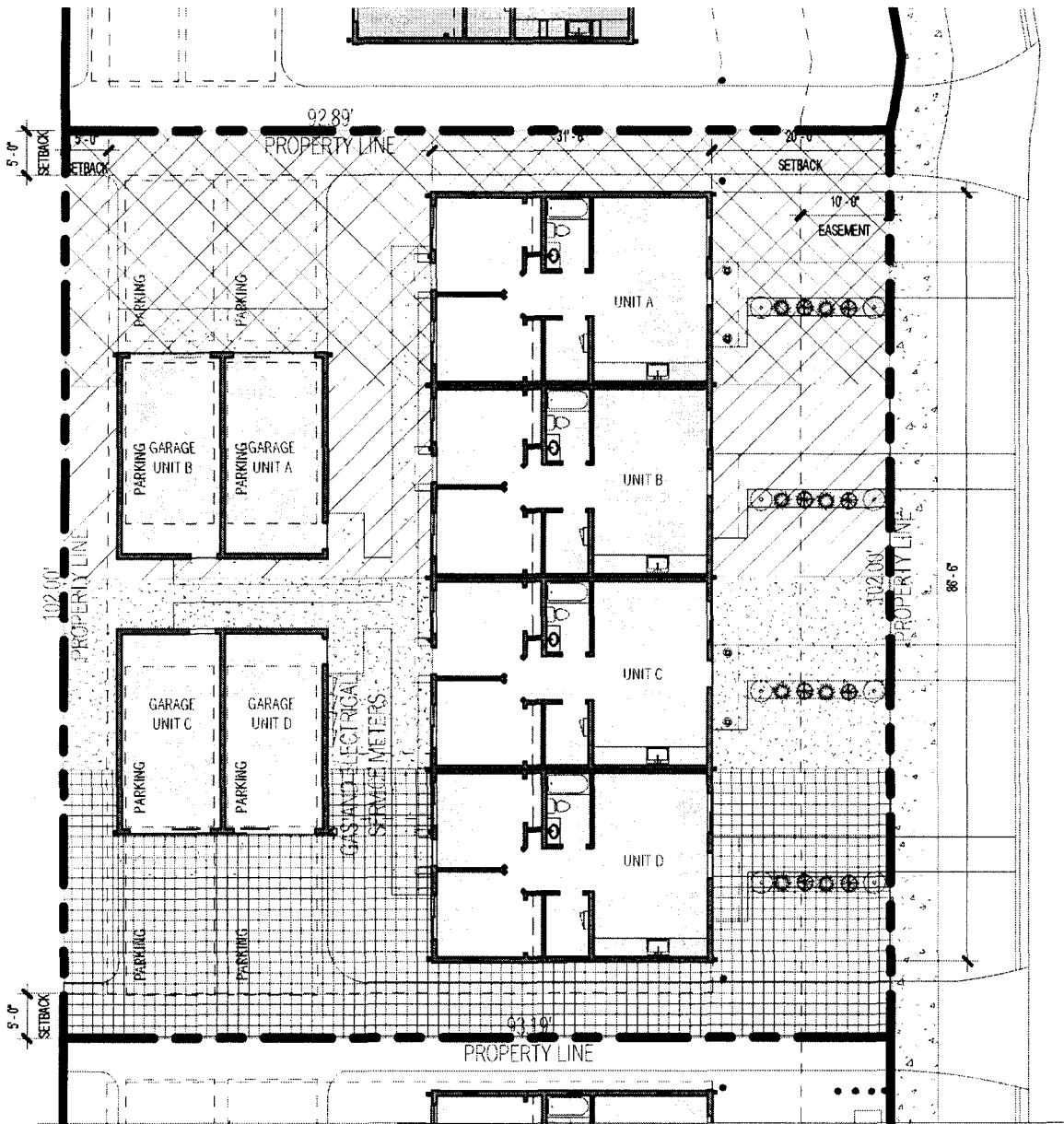
That the floor plans for 411 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM, situated on Lot 1 of Brookstone Major Subdivision - Final Plat, Subdivision No. 610, Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Park County, Montana, as duly filed with the Supplemental Declaration thereof, fully and accurately depict the layout, location, unit designation and dimensions of said 411 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as of this date, and that such floor plans are an accurate copy of the plans filed with and approved by the officials and officers of the City of Livingston, Montana having jurisdiction to issue building permits. Such floor plans render hand representation of the actual buildings containing 411 Brookline Street, Units A, B, C and D of BROOKSTONE CONDOMINIUM as built.

Dated: _____

 1.1/25/2022



Cole Robertson
Licensed Professional Architect
License No. 11006

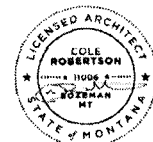


BROOKLINE STREET

- LCE UNIT A
- LCE UNIT B
- LCE UNIT C
- LCE UNIT D

UNIT A, UNIT B, UNIT C, UNIT D 409 BROOKLINE STREET

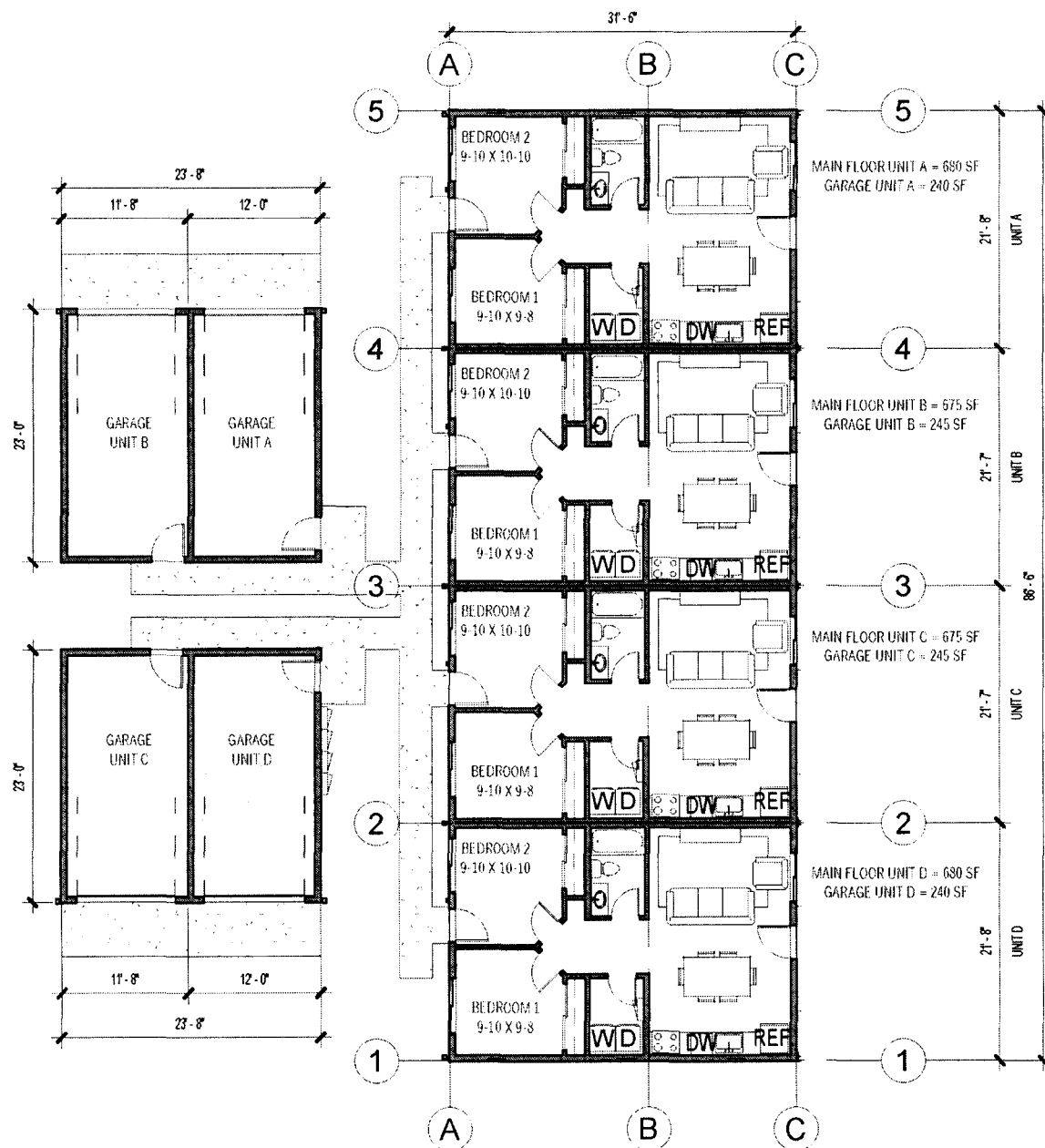
BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 2



DATE:
SEP 28 | 2021

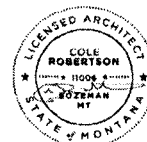
CONDO SITE PLAN
409 BROOKLINE
EXHIBIT P1

1 SITE PLAN LOT 2
1" = 20'-0"



UNIT A, UNIT B, UNIT C, UNIT D 409 BROOKLINE STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 2

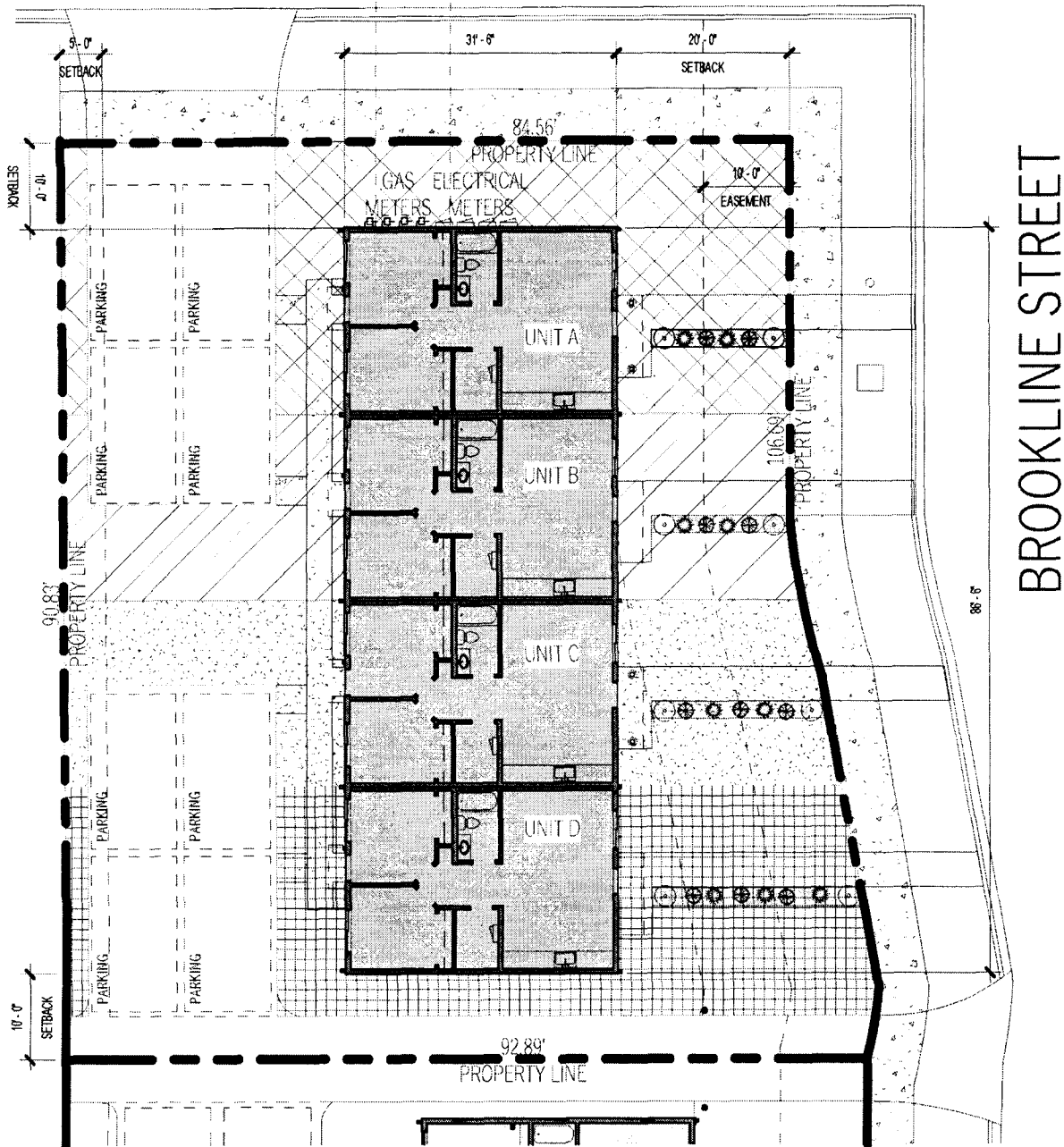


DATE:
SEP 28 | 2021

CONDO FLOOR PLAN
409 BROOKLINE
EXHIBIT P2

1 MAIN LEVEL LOT 2
1/16" = 1'-0"

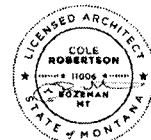
MAPLE STREET



UNITS A, B, C, & D 411 BROOKLINE STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 1

-  LCE UNIT A
-  LCE UNIT B
-  LCE UNIT C
-  LCE UNIT D



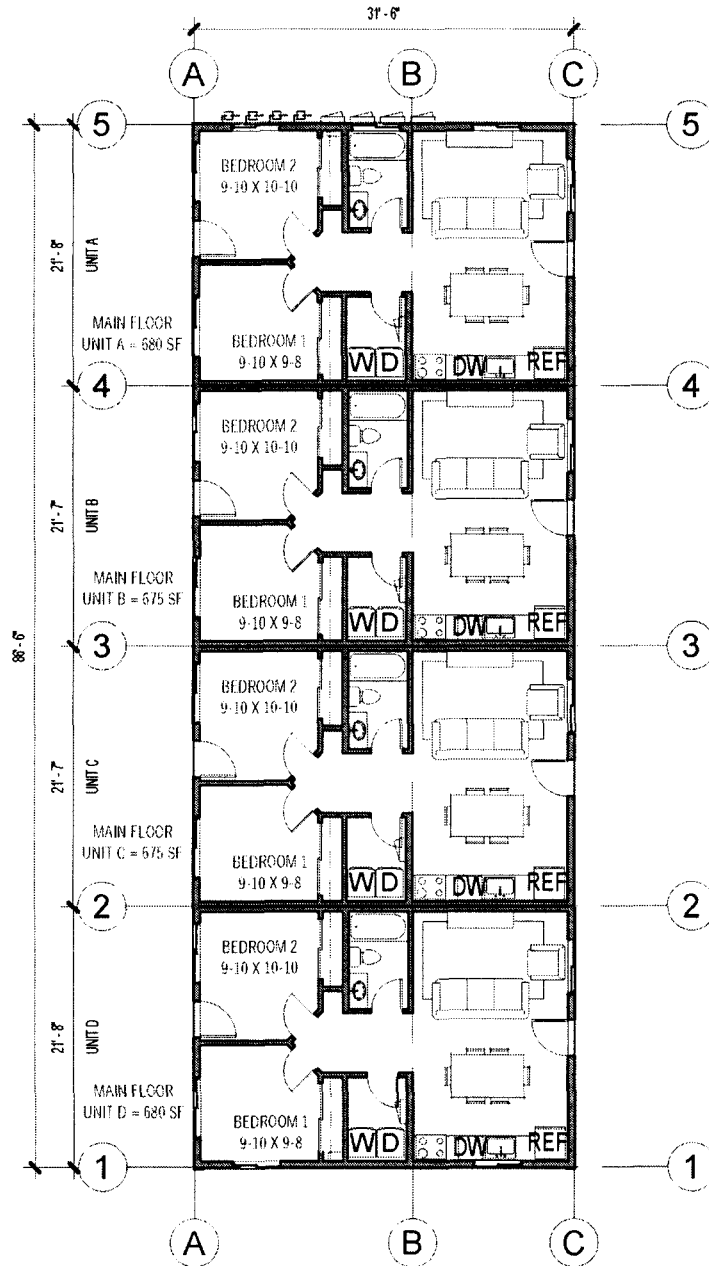
DATE:
SEP 28 | 2021

CONDO SITE PLAN
411 BROOKLINE
EXHIBIT Q1



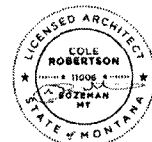
SITE PLAN - 411 BROOKLINE STREET

1" = 20'-0"



UNIT A, UNIT B, UNIT C, UNIT D 411 BROOKLINE STREET

BROOKSTONE MAJOR SUBDIVISION 610, S07, T02 S, R10 E, LOT 1



DATE:
SEP 28 | 2021

CONDO FLOOR PLAN
411 BROOKLINE
EXHIBIT Q2

1 MAIN LEVEL LOT 1
1/16" = 1'-0"