

AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS BROOKSIDE (as amended October 29, 2020)

THIS AMENDED DECLARATION, made this ____ day of _____, 2014, by the requisite number of Owners of the Lots in Brookside;

W I T N E S S E T H:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was adopted by Declarant Brookside Estates Inc. and was duly recorded on July 9, 1984; and,

WHEREAS, Owners desire a continuation of the values and amenities in said community and for the maintenance of said recreation areas, open spaces and other common facilities and, to this end, desire to continue to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Owners desire to continue with the efficient preservation of the values and amenities in said community by attending to and effectuating programs and facilities that will enhance the pleasure and recreation of the community, maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Owners have incorporated, under the laws of the State of Montana, Brookside Community Association, Inc., for the purpose of exercising the functions aforesaid:

NOW, THEREFORE, Owners declare that the real property described in Article II shall continue to be held, transferred, sold, conveyed and occupied, subject to these amended covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which covenants and restrictions shall run with the real property and be binding upon all parties having any right, title or interest in the hereinafter-described properties or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Brookside Community Association, Inc., a Montana nonprofit corporation, its successors and assigns.

(b) "Common Properties" shall mean and refer to all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners and such other persons to whom the Owners may delegate this right pursuant to this Declaration and to all improvements located thereon and owned or otherwise held by the Association for the common use and enjoyment of said persons.

The Common Properties owned by the Association are located in the County of Missoula, State of Montana, and are legally described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof and said Common Properties were conveyed to the Association by the Declarant.

(c) "Declarant" shall mean and refer to Brookside Estates, Inc., a Montana corporation, whose majority shareholders and Board of Directors consisted of A. Warren Wilcox, Robert Rowe, J. J. Lubbers and Richard A. Ainsworth.

(d) "Brookside" shall mean and refer to all real property subject to this Declaration.

(e) "First Mortgagee" shall mean and refer to any person, corporation or other entity named as mortgagee in any mortgage deed granting a first lien upon the fee simple title to any Lot.

(f) "Living Unit" shall mean and refer to any portion of a building situated upon Brookside designated and intended for use and occupancy as a residence by a single family and located or to be located upon one Lot.

(g) "Lot" shall mean and refer to any platted lot in Brookside with the exception of the Common Properties.

(h) "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1., hereof.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon Brookside, but, notwithstanding any applicable theory of mortgages, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or deed in lieu of foreclosure.

(j) "Townhome Lot" shall mean any Lot upon which a Townhome Unit is located.

(k) "Patio Home Lot" shall mean any Lot upon which a Patio Home Unit is located.

(l) "Townhome Unit" shall mean any single attached Living Unit.

(m) "Patio Home Unit" shall mean any single family detached Living Unit.

ARTICLE II

Property Subject to This Declaration and Additions Subjected Thereto

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Missoula, State of Montana, and legally described on Exhibit "B" to this Declaration.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage, and the period in which the fee owner may redeem from such foreclosure has terminated. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered the owner of the Lot if (i) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed; and (ii) the

vendee shall furnish proof of such delegation to the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 2. Voting Rights. Owners referred to in Section 1 shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Easements. Subject to the provisions of Section 2., hereof, there shall exist the following easements in favor of each Owner and appurtenant to such Owner's Lot over, across and upon the Common Properties:

(a) A non-exclusive easement for recreational, open space or vehicular parking purposes in those respective portions of the Common Properties designated and developed therefor, and upon the terms and conditions more particularly set forth herein;

(b) A non-exclusive easement for ingress and egress to and from each Lot over and across paved driveway areas in the Common Properties and to and from public streets, roads or rights of way;

(c) with respect to all Lots, a nonexclusive easement to construct, install, repair and replace sanitary and storm sewer, water, gas, electric, telephone, cable television and other utility lines serving such Lot in the location the same was initially constructed or installed by the Declarant, or such other location as may be approved by the Board of Directors of the Association in accordance with the provisions of Article VIII, hereof;

(d) With respect to all Lots, an exclusive easement to maintain any encroachment by fireplaces, roof overhangs, air conditioning equipment, flower boxes, decks, balconies or other appurtenances which are part of the original construction of any Unit or which are added or altered pursuant to provisions of Article VIII, hereof.

Section 2. Extent of Members' Easements. The rights and easements created hereby and the title of the Association to the Common Properties shall be subject to the following, and as further provided herein:

(a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties, and in aid thereof to mortgage said Common Properties; provided, however, that the rights of such mortgagee in said Common Properties shall be subordinate to the rights of the Members hereunder and provided, further, that the requisite consent under Article XI shall have been first obtained;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the voting and enjoyment rights of any Member for any period during which any assessment remains unpaid, as provided in the Association's Bylaws; provided, however, that nothing contained in this Paragraph (c) shall be deemed to deny an Owner access to and from his or her Lot in Brookside;

(d) The right of the Association to adopt rules and regulations not inconsistent herewith concerning the use of the Common Properties and conduct of all residents of the Properties, such rules and regulations to be promulgated and amended in accordance with the Bylaws of the Association;

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility (including, without limitation, utilities furnishing gas, electricity, sewer, water, telephone or cable television) or to grant permits, licenses and easements over such Common Properties for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties; provided, however, that except for the exercise by the Declarant of rights under subparagraph (d) of this Section 2., no dedication or transfer of any portion of the Common Properties, nor any easement, license or permit over or with respect to any portion thereof of more than one hundred eighty (180) days duration, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded agreeing to such dedication, transfer, grant, permit, license or easement, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. The consent requirements of Article XI, if applicable, must also be satisfied with respect to any transaction of the nature therein described; and

(f) The right of individual owners to the exclusive use of parking spaces as provided in this Article.

Nothing herein contained shall be construed as a dedication of any part of the Common Properties to the public or to public use.

Section 3. Taxes and Special Assessments on Common Properties. Taxes and special assessments that would normally be levied against the Common Properties by a governmental entity shall be divided and levied in equal amounts against all Lots in the Properties, in the manner provided by Montana Statutes.

Section 4. Delegation of Rights. An Owner may delegate his or her right and easement of enjoyment in and to the Common Properties to the members of his or her family, a contract vendee who is entitled to possession of the Lot, or to his or her guests or tenants who reside on the Owner's Lot, subject to rules and regulations of the Association.

ARTICLE V

Assessments for Common Properties

Section 1. Creation of the Lien and Personal Obligation of Assessments. All annual and special assessments, together with such interest thereon and costs of collection thereof and reasonable attorneys' fees as hereinafter provided, shall be a charge on the land and shall be a continuing lien on each such Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Annual Assessments for Common Properties. An annual assessment levied by the Association in an amount to be determined by the Board of Directors, subject to the provisions of Section 3, below, shall be made against all Lots in Brookside for:

- (a) Roadway, surfaced driveways and parking area maintenance, repair, replacement and improvement (including snow and ice removal);
- (b) The operation, maintenance and repair of the sanitary sewer system.
- (c) The maintenance, repair and replacement of all trees, shrubs, grass and other landscaping in the Common Properties, and of all paths and walkways on the Common Properties.
- (d) The maintenance, repair or replacement of the Common Properties, or any facilities or improvements thereon or personal property employed in connection therewith.

The annual assessment for Common Properties shall be assessed on the basis set forth in Section 6., hereof. Annual assessments, which shall be due and payable in monthly installments, shall include monthly contributions to an adequate reserve fund for the maintenance, repair and replacement of those elements of the Common Properties that must be maintained, repaired or replaced on a periodic basis.

Section 3. Maximum Annual Assessment. The annual assessment set forth in Section 2., hereof, may be increased by the greater of (i) ten percent (10%) of the maximum assessment for the previous year; or (ii) the percentage increase, if any, over the twelve-month period preceding the year for which such assessment is levied in the Consumer Price Index, all items, published by the United States Department of Commerce, Bureau of Labor Statistics for the region including Missoula County, Montana. The annual assessment described in Section 2., hereof, may be increased above the amount of the maximum established hereunder only by a vote of Members holding two-thirds (2/3) of the votes who are voting in person or by proxy, at a meeting duly called for that purpose. The Board of Directors may fix the annual assessment provided for herein at an amount not in excess of the maximum herein specified without such vote.

Section 4. Special Assessments for Capital Improvements and Reserves. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Properties, including fixtures and personal property related thereto or for the purpose of supplementing the Association's financial reserves to assure the required reserves are adequate; provided, however, (i) that each special assessment shall be levied against the Lots with respect to which the general assessment is levied pursuant to Section 2., hereof; and (ii) each such special assessment shall have the assent of Members holding two-thirds (2/3) of the votes who are voting in person or by proxy at a meeting duly called for this purpose. (As amended October 29, 2020)

Section 5. Quorum Requirements for Actions under Sections 3. or 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3. or 4. of this Article V shall be sent to all Members not less than five (5) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast sixty percent (60%) of all of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Basis of Assessments. Annual and special assessments shall be levied on each Lot subject thereto, as provided in Section 2., hereof, on the basis of the one (1) Living Unit per Lot.

Section 7. Commencement of Assessments. Assessments, both annual and special, shall commence on the date prescribed for such commencement by the Board of Directors, pursuant to Section 8., hereof.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date for commencement of monthly installments of annual or special assessments ("commencement date") and the total amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such commencement date or period. Any assessment shall become a lien against a Lot on the date when the same becomes due and payable, as fixed by the Board of Directors, as herein provided.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto; provided, however, that failure to send such written notice shall not render such assessment invalid.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessment: Personal Obligation of the Owner: Lien: Remedies of Association. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of ten percent (10%) per annum from the due date, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot. There shall also be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and, in the event that a judgment is obtained, such judgment shall include interest on the assessment, as above provided, and reasonable attorneys' fees to be fixed by the Court, together with all other costs of the action.

No Owner may waive or otherwise avoid liability for the assessments provided for herein by nonuse of the Common Properties or abandonment of his or her Lot.

Section 10. Subordination of Lien to Mortgages. The lien of all assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the latter of (i) the time such First Mortgagee comes into possession of the Lot; or (ii) the expiration of the

period of redemption from mortgage foreclosure sale or conveyance by deed in lieu of foreclosure. The purchaser at a foreclosure sale of a first mortgage shall, upon expiration of the period of redemption (or, the obtaining of possession of the Lot, whichever later occurs), hold title to the Lot free and clear of (and shall not be liable for) any existing lien for unpaid assessments, and such purchaser shall not be personally liable for such assessments unless such purchaser specifically assumes such assessments; provided, however, that nothing herein contained shall prevent the Association from reallocating and reassessing any such extinguished assessments as a common expense among all Lots. Such sale or transfer shall not release the Lot from the lien of any assessments which thereafter become due.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use;
- (b) All properties exempt from taxation by the laws of the State of Montana upon the terms and to the extent of such legal exemption;
- (c) All Common Properties as defined in Article I, hereof.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

Insurance

Section 1. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of the Common Properties insuring the Association upon the following terms;

- (a) Coverage limits shall be in amount generally required by private institutional mortgage investors for projects similar in construction, location and use as Brookside. Coverage shall be in the amount determined by the Board of Directors but with a minimum amount of \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under such 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 properties, and legal liability arising out of lawsuits related to employment contracts of the Association. The cost of the premiums for such insurance shall be a common expense of the Association.

(b) Any policy under this Section 1. must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association.

(c) Additional coverages may be obtained by the Association to include protection against such other risks as are customarily covered with respect to projects similar in construction, location, and use as Brookside, including, but not limited to, host liquor liability, contractual and all written contract insurance, employer's liability insurance and comprehensive automobile liability insurance.

Section 2. Fidelity Bonds. The Association shall maintain blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, such bonds shall be required for the officers, employees and agents of such management agent handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage shall be determined by the Board of Directors of the Association, in its exercise of its best business judgment, but in no event shall be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. In no event shall the aggregate amount of any bonds obtained hereunder be less than a sum equal to three (3) months' aggregate assessments on all Lots subject to assessment plus reserve funds. In addition to the foregoing, any fidelity bonds obtained hereunder shall meet the following further requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) All 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;

(c) The premiums on all bonds obtained hereunder (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall constitute a common expense of the Association; and

(d) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

Section 3. Casualty Insurance on Insurable Common Properties. The Association shall maintain a policy of property insurance covering all of the Common Properties (except land, foundation, excavation and other items normally excluded from coverage) including fixtures

and building service equipment, to the extent they are a part of the Common Properties, as well as common personal property and supplies. Premiums for such common property insurance shall be a common expense of the Association. Such insurance policy shall contain the following terms:

(a) The insurance policy shall afford, as a minimum, protection against the following: (i) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and (ii) all other perils which are customarily covered with respect to projects similar in construction, location and use as Brookside, including all perils normally covered by the standard "all risk" endorsement, where such is available.

(b) The policy shall be in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Properties, exclusive of land, foundation, excavation and other items normally excluded from coverage.

(c) The policy may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

(d) If any portion of the Common Properties is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP") the Association shall obtain flood insurance on the Common Properties and other common property covered by the required form of policy (herein, "Insurable Property"), in an amount deemed appropriate, but not less than the lesser of (i) the maximum coverage available under the NFIP for all buildings and other Insurable Property within any portion of the Common Properties; or (ii) 100% of the current "replacement cost" of all such buildings and other Insurable Property.

Section 4. Replacement or repair of Common Properties. In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to other assessments made against such Owners. Any reconstruction assessment adopted hereunder shall be adopted in accordance with the procedures set forth in Article V of this Declaration with respect to annual and special assessments, as therein provided, and the lien of any reconstruction assessment levied hereunder shall be subordinate to the lien of any first mortgage, in the same manner and to the same extent as the subordination of annual

assessments and special assessments provided for in Article V, Section 10., of this Declaration.

Section 5. Casualty Insurance on Living Units. The Association shall maintain a master policy of property insurance covering all the Living Units subject to this Agreement (except land, foundation, excavation and other items normally excluded from coverage) including exterior fixtures, subject to other terms and conditions within this Agreement and any policy of insurance procured by the Association. Such policy shall provide coverage for direct physical loss unless otherwise excluded. Such insurance shall cover the full insurable replacement cost of the Living Unit from the studs outward, including interior bare stud walls where originally built and electrical, mechanical and plumbing installed in all walls, but shall not include any coverage for sheetrock and other interior coverings, items of personal property, interior fixtures and those other items listed in Section 6, below. Premiums for such master casualty insurance shall be a common expense of the Association.

Section 6. Maintenance of Insurance by Owners. It shall be each owners individual responsibility to obtain their own insurance for their Living Units not covered by the Association policy provided for in Section 5, above. Such insurance should include all sheetrock and wall coverings, floor coverings, appliances, cupboards, lighting, all similar inside fixtures and all plumbing, electrical and mechanical from the studs in along with the contents and personal property of each living unit.

Section 7. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors of the Association in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of any property in Brookside which may be damaged or destroyed.

ARTICLE VII

Townhome Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of Townhomes upon Brookside and placed on the dividing line between Townhome Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Share of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Townhome Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Townhome Owner who has used the wall may restore it, and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Townhome Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, any Townhome Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Townhome Owner to contribution from any other Townhome Owner under this Article shall be appurtenant to the land and shall pass to such Townhome Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or pursuant to the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VIII

Architectural Control Committee

Section 1. Creation of Architectural Control Committee. In accordance with its Bylaws, the Board of Directors shall create an Architectural Control Committee, consisting of no less than three (3) members. The Architectural Control Committee shall, in accordance with the Bylaws and rules promulgated thereunder, review applications for and make recommendations to the Board of Directors in connection with the following:

(a) No building, fence, wall, patio or other structure shall be commenced, erected or maintained upon such Lot, nor shall any exterior addition to or change or alteration, including exterior window treatment, be made; nor shall any shrubs, trees or bushes be placed within said Lot or anything of a permanent nature be placed, planted or constructed within such Lot exterior to such Living Unit, until the plans and specifications showing the nature, kind, shapes, height, colors, materials and location of the same shall have been submitted to the Architectural Control Committee and

approved by the Board of Directors of the Association as provided in the Bylaws and rules promulgated hereunder.

Section 2. Application. The provisions of this Article shall apply to the construction or modification of existing construction of any Lot or common areas subject to these Declarations.

ARTICLE IX

Maintenance Assessments

Section 1. Maintenance Assessments. In addition to maintenance upon the Common Properties, pursuant to Article V, hereof, the Association shall provide exterior maintenance upon each Living Unit which is subject to assessment under Article V, hereof, as follows: painting and staining of exterior wall surfaces, maintenance, repair and replacement of roofs, gutters, downspouts, chimneys and exterior building surfaces (excluding windows and glass surfaces); repair and replacement of sidewalks, stoops and surfaced driveways on each Lot; landscaping, including grass cutting and care of trees and shrubs on each Lot; removal of snow and ice from Lots. The cost of such maintenance shall be assessed against all Lots in accordance with the procedure with respect to annual assessments levied pursuant to Article V, hereof, and shall be included with the other annual assessment so there will be just one, singular assessment. Assessments hereunder (hereinafter "Maintenance Assessments") shall be levied equally among all Lots; provided, however, that

(i) in the discretion of the Board of Directors, the cost, or a portion of the cost, of exterior painting or staining of wall surfaces and decks or the maintenance, repair or replacement of roofs or decks may be assessed by the Association against each Lot upon which said maintenance repair or replacement is done; and (ii) in the event that any maintenance or repair of the exterior of any Living Unit is required by reason of the willful or negligent act of any Owner or the willful or negligent act of the family, guests or invitees of any such Owner, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject pursuant to the terms of this Article IX. Maintenance Assessments, like the other annual assessment, shall be payable in monthly installments and shall include monthly contributions to an adequate reserve fund for the maintenance, repair and replacement of improvements to those elements of Living Units that must be maintained, repaired or replaced on a periodic basis.

The assessments provided in this Article IX shall be assessed against all Lots in accordance with the procedure set forth in the Bylaws and the rules promulgated thereunder.

Section 2. Maximum Maintenance Assessments. The Maintenance Assessment set forth in Section 1., hereof, may be increased in the manner and to the extent set forth in

Article V, Section 3., hereof, the terms of which Section shall be equally applicable to Maintenance Assessments.

Section 3. Covenants for Maintenance Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and hereby is deemed to covenant and agree to pay to the Association Maintenance Assessments under this Article IX and annual assessments under Article V, which assessments are to be fixed, established and collected from time to time as herein provided. All such assessments, together with interest thereon and costs of collection thereof and reasonable attorneys' fees, as hereinafter provided, shall be a charge on each such Lot and shall be a continuing lien on each such Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent Maintenance Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 4. Terms of Article V Applicable to Maintenance Assessments. Written notice of any meeting called for the purpose of taking any action authorized under this Article IX with respect to Maintenance Assessments shall be governed by the terms and conditions set forth in Section 5. of Article V of this Declaration. The commencement of Maintenance Assessments levied under this Article IX shall be governed by the terms and conditions of Section 7. of Article V of this Declaration.

The Association shall, upon demand, at any time, furnish to any Owner liable for a Maintenance Assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Said certificate shall be conclusive evidence of payment of any Maintenance Assessment therein stated to have been paid.

The provisions of Section 9. (excepting the last paragraph thereof) and 10. of Article V, hereof, are hereby incorporated into this Article IX in their entirety and as fully as if restated herein and shall apply to the Maintenance Assessments provided for in this Article IX.

Section 5. Access at Reasonable Hours. For the purpose of performing any exterior maintenance to a Lot under Section 1., hereof, or of performing after expiration of the notice period required in Section 5., hereof, the necessary exterior work as provided in Section 5. of this Article, the Association, through its authorized agents, servants, employees, or contractors, shall have the right, after reasonable notice to the Owner thereof, to enter upon any such Lot at any reasonable hour of the day.

Section 6. Operational Assessment. The Board of Directors of the Association is required to expend funds for insurance and necessarily must expend other funds to pay for other operational expenses which need to be incurred in the performance of their duties. The cost of such operations (Operational Assessment) shall be assessed against all Lots in accordance with the procedure with respect to annual assessments levied pursuant to Article V, hereof, and included in the single annual assessment. The Operational Assessment shall be levied equally among all Lots.

ARTICLE X

Maintenance and Encroachment Easements

Section 1. Mutual Easements Benefiting and Burdening Lots. The title of Lots shall include an exclusive easement on and over any adjoining Lot or Common Properties for areas occupied by fireplaces, roof overhangs, air conditioning compressors, decks, balconies and flower boxes and the use of common utility installations and other appurtenances which are part of the original construction of any Living Unit on each Lot or which are added pursuant to the provisions of Article VIII hereof. In the event any portion of a Living Unit encroaches on the Common Properties or in the event any portion of the Common Properties encroaches on any Lot as a result of the reconstruction, repair, shifting, settlement or movement of any portion of Brookside, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. In addition, each Lot shall enjoy an exclusive easement on and over adjoining lots for the purposes of ingress and egress.

Section 2. Extent of Association Easements. Rights and easements of enjoyment by the Owner of each Lot and the Title of such Lot shall be subject to the rights of the Association to an exclusive easement on and over said Lot for the purpose of installation and maintenance of necessary utilities to serve the Common Properties, and for the purposes of providing the services contemplated by this Declaration.

ARTICLE XI

Rights of Owners to Examine Association Records

Section 1. Examination of Association Books and Records; Financial Statements. The Association shall make available to any Owner a current copy of this Declaration, the Bylaws, and other rules governing the Properties and the books, records and financial records of the Association. "Available" means available for inspection, upon request, during normal

business hours or under other reasonable circumstances. Any financial statement requested pursuant to this Section shall be furnished within a reasonable time following such request.

ARTICLE XII

Pond Maintenance

Section 1. Responsibility. It shall be the Association's sole responsibility to maintain the pond and stream system located within BROOKSIDE.

Section 2. Extent of Association's Responsibility. The pond maintenance responsibility of the Association shall include, but not be limited by, taking whatever measures are necessary to maintain high water quality and to control insect habitat within the stream and pond system.

Section 3. Board to Adopt Plan. The Board of Directors shall adopt a plan or plans of action to implement the water quality and insect control requirements of this Article XII. Such plans shall be submitted to the Missoula County Health Department for approval.

ARTICLE XIII

General Provisions

Section 1. Nuisances. No noxious or offensive activities shall be carried on upon any Lot or common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 2. Rules and Regulations. The Association shall have the power to adopt rules and regulations not inconsistent herewith governing the use of Lots and Common Properties, including, without limitation, regulations related to use of parking, storage (of vehicles or other property), the posting of signs, and the raising or keeping of domestic animals. Any such regulation shall be adopted in accordance with the Bylaws.

Section 3. Living Unit Restrictions. No Living unit shall be used for purposes other than as a Single Family residence, nor shall any garage be used for or occupied as living or sleeping quarters, nor shall any trade or business of any kind be carried on within a Living unit or upon a Lot, nor shall any Lot or any part thereof be leased, sublet, assigned or suffered to be used for hotel or transient occupancy; provided, however, that neither of the following shall be considered to be in violation of these restrictions:

- (a) The maintenance of an office by the Association or its designated manager for the purpose of management of the Properties

(b) The rental of an entire Living Unit for a period of not less than ninety (90) days, provided that any such lease shall be in writing and shall provide that any failure by the lessee to comply with the terms and conditions of this Declaration or the Articles, Bylaws or rules and regulations of the Association shall constitute a default under such lease. A copy of such lease shall be furnished to the Association.

Section 4. No Right of First Refusal. The right of any Owner to sell, transfer or otherwise convey his or her Lot or Living Unit shall not be subject to any right of first refusal or similar restriction in favor of the Association.

Section 5. Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or any part thereof (i) to increase the rate of insurance on any other Lot over what the Owner of such other Lot, but for such activity, would pay, without the prior written consent of the Association, or (ii) which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Properties or the buildings situated thereon, shall be committed by the Owner or any invitee of any Owner, and each Owner agrees to indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by him or his invitees.

Section 6. The Association shall have the right to adopt rules and regulations, not inconsistent with these Declarations, concerning the use of the Common Properties and conduct of all residents of the Properties, such rules and regulations to be promulgated and amended in accordance with the Bylaws of the Association.

Section 7. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Enforcement. In the event any Owner fails to comply with the provisions of this Declaration or the Bylaws or Articles of Incorporation of the Association or with decisions of the Association which are made pursuant thereto, such failure will give rise to a cause of action on the part of the Association or any aggrieved Owner for the recovery of damages or for injunctive relief, or both. Owners shall have a similar right of action against the Association. Enforcement of these covenants and restrictions may be by any proceedings at law or in equity.

Section 9. Total or Partial Condemnation, Loss or Destruction: Termination of Declaration. In the event of the taking of any of the Common Properties by eminent domain or any action or proceeding in lieu of eminent domain (hereinafter, "condemnation"), the Association shall represent the Owners in any such condemnation or in negotiations,

settlements and agreements with the condemning authority, and each Owner hereby appoints the Association as his or her attorney-in-fact, irrevocably, for such purposes. If deemed necessary by the Association, it may obtain the services of a trustee to act on behalf of the Owners in carrying out any functions under this Section 8. In the event of a condemnation of part or all of the Common Properties, the award or proceeds of settlement shall be payable to the Association, or any trustee, for the use and benefit of the Owners and their mortgagees as their interests may appear.

All proceeds payable with respect to any condemnation of Common Properties shall be applied to the restoration or repair of such Common Properties remaining after such condemnation. Any proceeds of any condemnation with respect to a Lot or Living Unit shall belong and be paid to the Owner thereof and his or her mortgagee, as their interests may appear.

In the event of any termination or abandonment of this Declaration, and the dissolution of the Association pursuant thereto, the Common Properties shall be disposed of as provided in the Bylaws of the Association and rules promulgated thereunder.

Section 10. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 11. Duration of Covenants, Restrictions and Easements. The covenants, restrictions and easements of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, or their respective legal representatives, heirs, successors and assigns. The easements set forth herein shall be perpetual. The covenants and restrictions herein set forth shall have a term of twenty (20) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall be automatically renewed for successive periods of ten (10) years. Except as provided in Article XIV, the covenants and restrictions of this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the total number of votes who are voting in person or by proxy at a meeting duly called for the purpose of amending these Declarations. Any amendment must be properly recorded.

ARTICLE XIV

Non-Amendable Covenants

Section 1. Covenants and Restrictions. Notwithstanding anything else contained herein to the contrary, the properties which are the subject of this Declaration shall contain the following covenants and restrictions which shall not be amended or modified without the prior written consent of the Board of the Missoula County Commissioners:

(a) Extended parking and storage of recreational vehicles shall be prohibited within Brookside except within garages;

(b) Wood stoves and wood stove inserts shall be prohibited within the Brookside development.

IN WITNESS WHEREOF, the undersigned , being the Owners of not less than seventy-five percent (75%) of the total number of votes of those voting in person or by proxy at a meeting on October 28, 2014, duly called for the purpose of amending the Declaration of Covenants, Conditions and Restrictions of Brookside, have voted in favor of the adoption of the forgoing Amended Covenants, Conditions and Restrictions and have executed these Declarations as of the day and year first above written.

Signature:

Brookside Address:

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