

AFTER RECORDING RETURN TO:
Drysdale, McLean, Guza & Willett, PLLP
2066 Stadium Drive, Suite 101
Bozeman, MT 59715

COPY

**EIGHTH AMENDMENT TO DECLARATION FOR
FIRELIGHT MEADOWS CONDOMINIUMS**

The undersigned, Firelight Meadows, LLC, the Declarant, under the Declaration and Bylaws for Firelight Meadows Condominiums, dated the day of February, 2002 and recorded on March 7, 2002 as Document No. 2062676, records of Gallatin County, Montana, and Paul S. Pariser, Chairman of the Board of Directors of the Association of Unit Owners of Firelight Meadows Condominiums (Association) certify that the attached Amended and Restated Rules and Regulations for Firelight Meadows Condominiums were adopted by a majority vote of the Board of Directors of the Association on the 15 day of September, 2005 and approved by the Declarant. The Declaration and Bylaws for Firelight Meadows Condominiums are amended as hereinafter set forth.

The Amended and Restated Rules and Regulations for Firelight Meadows Condominiums are attached hereto and shall be incorporated as Exhibit "F" to the said Declaration for Firelight Meadows Condominiums and shall supplement and amend Exhibits "D" and "E" and all amendments thereto, including the First Amendment, Second Amendment and Third Amendment to the Rules and Regulations.

The intention is to include, in one document, all rules and regulations previously adopted by the Board of Directors and add Rules and Regulations not previously adopted by the Board of Directors.

The Unit Owners shall be bound by this Amendment and the Rules and Regulations and each Unit Owner shall be mailed, or personally delivered, a copy of said Amended and Restated Rules and Regulations for Firelight Meadows Condominiums so adopted after the recording of this Amendment.

The Board of Directors reserve the right to add to and amend the Rules and Regulations in the future.

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Except to add the Amended and Restated Rules and Regulations for Firelight Meadows Condominiums, the Declaration and By-Laws, and all amendments thereto, for Firelight Meadows Condominiums shall remain in full force and effect and are incorporated herein by this reference as though fully set forth as amended.

DATED THIS 15 day of September, 2005.

DECLARANT-----

FIRELIGHT MEADOWS, LLC

BY:

Paul S. Pariser
Paul S. Pariser, Its Managing Member

ASSOCIATION OF UNIT OWNERS
OF FIRELIGHT MEADOWS CONDOMINIUM, INC.

BY:

Paul S. Pariser
Paul S. Pariser, Chairman of the Board

STATE OF MONTANA)
 :SS
County of Gallatin)

This instrument was acknowledged before me on the 15 day of September, 2005, by Paul Pariser as Managing Member of Firelight Meadows, LLC.

Beverly A. Hudson
Beverly A. Hudson
Notary Public for the State of Montana
Residing at Manhattan, Montana
My Commission Expires: 9-13-2009
mm/dd/yyyy

STATE OF MONTANA)
 :SS
County of Gallatin)

This instrument was acknowledged before me on the 15 day of September, 2005, by Paul Pariser as Chairman of the Board of the Association of Unit Owners of Firelight Meadows Condominiums, Inc.

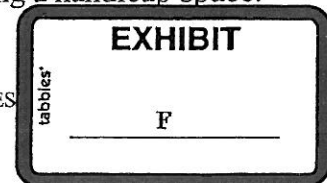
Beverly A. Hudson
Beverly A. Hudson
Notary Public for the State of Montana
Residing at Manhattan, Montana
My Commission Expires: 9-13-2009
mm/dd/yyyy

**AMENDED AND RESTATED RULES AND REGULATIONS
FOR
FIRELIGHT MEADOWS CONDOMINIUMS**

These rules and regulations amend and restate all of the previous rules and regulations adopted by the Association as well as add additional rules and regulations. The purpose of this document is to clarify and insert all of the rules and regulations adopted to date in a single document for convenience and reference for Unit Owners, potential buyers, Board of Directors of the Association and the Oversight Committee. This document replaces and amends all rules and regulations and amendments thereto. Each Unit Owner agrees to these rules and regulations which are adopted by the Board of Directors of the Association pursuant to the Declaration and Bylaws for Firelight Meadows Condominiums. These rules and regulations are in addition to, and supplement, the provisions of the Declaration and Bylaws.

1. **SMOKING** - THERE IS ABSOLUTELY NO SMOKING ALLOWED IN ANY INTERIOR COMMON AREAS OR ELEMENTS.
2. **SPEED LIMITS** - the speed limit on all of Firelight Meadows roads is a maximum of ten (10) miles per hour to protect the safety of ALL residents, guests or tenants.
3. **PARKING** -
 - A. Villas/Chalets have an enclosed garage and most have car parking room from the garage to the street. The extra parking spaces are not designated and are on a first come first serve for "temporary" parking only.
 - B. Condominium Suites/Apartment Units have parking immediately in front of each building. Apartment Buildings A, B, C and D each have one (1) designated space (mostly in front of each building) for each unit and one (1) additional non-designated parking space for each unit. No more than 2 vehicles per unit shall be allowed to be parked in the common element parking areas designated for the Villa Units or Apartment Units.

(1.) Handicapped parking: There are two (2) designated handicap parking spaces per building (see Building Site Plan) closest to each of the two (2) entrances. The electric outlets for block heaters for Handicapped parking are run off of the common meter for each Building. The handicapped spaces are for the exclusive use of handicapped persons occupying a unit, or handicapped visitors, with vehicles displaying handicap license plates, hang tags or decals indicating it is a handicap vehicle. Please call in advance to the Association office presently located in the Administration Building for verification of availability prior to using a handicap space.



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(2.) Each designated space has an electric outlet for vehicles with block heaters (small extension cords are provided by the unit owners). The unit owner's electrical panel services the space of the unit owner. ANY DAMAGE TO THE BLOCK HEATER AND MOUNTING POLE SHALL BE PAID FOR BY THE UNIT OWNER.

- C. Located directly to the Northeast and Northwest of the Administration Building is "Heber Light Drive" and thirty-seven (37) parking spaces.

Recreational and larger vehicles may be parked at the Administration Building parking area, pursuant to Rules and Regulations adopted by the Board of Directors. The Recreational RV and Trailer Storage Facility will be completed when all 216 dwelling units have been constructed. There will be limited storage available to the unit owners until that date on a rental basis.

1. Seven (7) spaces are perpetually reserved for the Administration Building employees.
2. Fifteen (15) spaces are for short term parking of recreational vehicles for less than ten (10) days.
3. Fifteen (15) spaces are for long term parking of recreational vehicles not to exceed three (3) months.
4. There is a fee and a rent sticker provided for each of the thirty (30) rental spaces.

- D. All parking in the Project is head in only. NO BACK IN PARKING IS ALLOWED. Vehicles remaining parked for more that five (5) days in a non-designated parking spaces shall be deemed abandoned.

- E. No semi tractors, semi trailers, recreational vehicles, motor homes, trailers or trucks with a load capacity exceeding one ton are allowed to be parked in any of the parking spaces.

- F. Vehicles violating the parking rules, unauthorized vehicles and abandoned vehicles will be towed and the owner shall be charged the towing and storage fees.

4. RULES FOR STORAGE OF VEHICLES AND TRAILERS AT FIRELIGHT MEADOWS:

- A. Storage is limited to Owners, their family members and visitors occupying their unit only. OWNERS ONLY can make application. This excludes all renters.



- B. Application, with full prepayment, completely filled out and received at the Association Office, presently located in the Administration Building (copy of Application is below or one can be picked up in the Association Office). Proof of insurance covering the value of the vehicle or other rental item to be stored must accompany the application. The form of the application must be substantially the same as shown in paragraph 4 H below.
- C. Application will be acted upon within forty-eight (48) hours of receipt. Please request a receipt for your application and proof of insurance when you drop it off at the Association Office, presently located in the Administration Building.
- D. Applications correctly filled out and accompanied by full payment and proof of insurance attached will be approved and you will be notified to proceed in less than forty-eight (48) hours.
- E. Vehicles and/or other items left without approval, or after the departure date, may be towed and stored at the Owner's expense with no further notice.
- F. Each applicant agrees to forever save, indemnify and hold harmless, The Association of Unit Owners of Firelight Meadows Condominiums, Inc., Firelight Meadows, L.L.C., Bar J.P., Inc. and any and all subsidiaries, together with their officers, employees, directors, shareholders, unit owners, members, contractors, subcontractors and agents, from and against all liability, claims, judgments or demands for damages from any and all claims arising from their vehicles or items being in the storage facility at Firelight Meadows. In order to insure the fulfillment of the foregoing, the applicant agrees to carry insurance covering the value of their items being stored in the facility.
- G. The Rate Schedule is as shown on the Application Form reproduced in the following paragraph H. These rates are the present rates and are subject to change

Make all checks payable to:

"Association of Unit Owners of Firelight Meadows Condominiums, Inc."

Only local checks or money orders from local banks will be accepted. Local is defined as Big Sky, Bozeman or West Yellowstone.

H. APPLICATION FORM:

Each applicant for storage space must submit to the Association or the Association office, presently located in the Administration Building, an application in the following form. Rates are subject to change by the Board of Directors of the Association.



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APPLICATION FOR RECREATIONAL VEHICLE AND TRAILER, ETC. STORAGE
AT FIRELIGHT MEADOWS CONDOMINIUM

PLEASE TYPE OR PRINT LEGIBLY

1. Date of Application _____

2. Owner's Name _____

3. Owner's Chalet # _____ or Condominium Bldg. # _____ Apartment # _____

4. Owner of Vehicles _____

If not Owner, then relationship to owner

Name _____ Relationship _____

5. Dates of storage request: From: _____ To: _____

Both in and out days are counted as one (1) day each. Number of Days _____

Vehicle or Other Description: #1 Vehicle Length _____

#2 Vehicle or Item Length _____

License Tag Number(s): #1 Tag _____

#2 Tag _____

#1 Make _____ Model _____

#2 Make _____ Model _____

Condition : _____

All Storage is limited to vehicles in good condition that can drive in and out under their own power.

Total amount for above stay \$ _____

**PAYMENT AND PROOF OF INSURANCE MUST ACCOMPANY
APPLICATION WITH LOCAL CHECK OR MONEY ORDER. LOCAL IS
DEFINED AS BIG SKY, BOZEMAN OR WEST YELLOWSTONE.**



RATE SCHEDULE:

	<u>SHORT TERM</u>	<u>LONG TERM</u>
1. Length of Stay	Less than ten (10) days	Eleven (11) days up to but not to exceed three (3) months
2. Vehicle or Item * Less than 20'	\$12.00 per day	\$7.00 per day
3. Vehicle or Item * 21' to 30'	\$18.00 per day	\$10.00 per day
4. Vehicle or Item * 31' to 43' MAXIMUM	\$27.00 per day	\$14.00 per day

* Each vehicle or item is limited to its own suspension - for example, a car, truck or other with a trailer would be considered two (2) vehicles. Each vehicle or item will incur a separate fee subject to its length as set forth above. One rental is limited to two (2) connected vehicles.

The undersigned Owner understands and accepts all rules for storage and agrees that his or her storage, or that of his or her relative or visitor, will be towed at their expense if not removed by 4:00 p.m. the day of departure. The undersigned accepts any and all risks.

Signature of Owner

Date

Villa/Chalet or Apartment # _____



5. **NO STORAGE OF PERSONAL PROPERTY ON COMMON AREAS** - No Unit Owner, or their renter, family or visitors, shall be allowed to store, place or maintain property on the general or limited common areas except as allowed in the Declaration and shall be approved in advance by the Association. This prohibition includes, but is not limited to, buildings, improvements, tents, kennels, shelving, playground equipment, storage sheds or other personal property.

6. **GARBAGE** - Garbage is picked up by BFI Waste Service of Bozeman.

The Villas/Chalets will be furnished a forty-five (45) gallon garbage can that is to be kept **ONLY IN THE GARAGE**. Contact the garbage company for pick up as the schedule changes from time to time.

The Condominium Suites/Apartment Units are served by a larger six (6) cubic yard garbage dumpster located on the far side, center of each building in the parking lot directly in front of each building.

Villa/Chalet Garbage cans are not to be put out more than one (1) hour before pick up time and are to be placed back in the garages within one (1) hour after pickup. Condominium Suite/Apartment Unit garbage containers will be a state of the art BEAR PROOF container designed for year around outside use.

7. **EXISTING SERVICE CONTRACTS:**

A. **SNOW REMOVAL** - The Association arranges for snow management and removal services. Snow removal is presently provided by Bar JP, Inc. pursuant to a contract with the Association and the cost is included in the Association budget and assessed to Unit Owners. Bar JP, Inc. may sub-contract all, or a portion, of the snow management and removal. The help of unit owners in moving vehicles after a snowfall will be appreciated by all. Snow plows can only do what is free from vehicles in parking areas. Any vehicle that is blocking snow removal equipment for more than eight (8) hours will be towed at the vehicle owner's expense.

B. **LANDSCAPING** - The Association arranges for landscaping services for the general common areas. Landscaping services are presently provided by Bar JP, Inc. pursuant to a written contract with the Association. The cost is included in the Association budget and assessed to the Unit Owners. The Unit Owners shall keep their personal property off of the lawns and landscaping to allow maintenance and repairs thereto.

C. **CABLE TELEVISION SERVICE** - Cable television service is available but is not a part of the Association budget and the fees are paid by each individual subscriber. Cable television service is provided by Firelight Meadows, LLC, d/b/a Firelight Meadows Cable Company pursuant to a contract. A connection fee of



\$30.00 is presently required prior to starting cable service in your unit. The monthly bill is presently \$28.00. Monthly billing will require prompt payment in order to avoid a disconnect. Presently, Walking Cross, Inc. (Administrator) handles all billing, collections, delinquency, connects and disconnects. Walking Cross is located at P.O. Box 6204, Bozeman, Montana 59771, telephone 406-587-3258, fax 406-587-2829. The provider reserves the right to change and select the administrator and adjust the fees as shall be reasonable.

Antennas and/or receivers of any type are not allowed on any building or common area.

D. **INTERNET SERVICE** - Internet service is available but is not a part of the Association budget. The fees are paid by each individual subscriber. Internet service is provided by Firelight Meadows, LLC, d/b/a Firelight Meadows Cable Company. A connection fee of \$30.00 and a modem deposit of \$65.00 are presently required prior to obtaining service in a unit. The monthly fee for internet service, as of September 1, 2005, is \$43.95. Monthly billing will require prompt payment in order to avoid a disconnect. Presently, Walking Cross, Inc. (Administrator) handles all billing, collections, delinquency, connects and disconnects. Walking Cross is located at P.O. Box 6204, Bozeman, Montana 59771, telephone 406-587-3258, fax 406-587-2829. The provider reserves the right to change and select the administrator and adjust the fees as shall be reasonable.

8. **PETS** - Homeowners must be aware of the strict rules regarding pets at Firelight Meadows. Failure to adhere to these rules may result in fines, liens against the property or removal of the pet. Dogs and cats only will be allowed in the Units, in the Buildings or on the common areas of Firelight Meadows subject to the following Rules and Regulations:

A. RENTERS ARE NOT ALLOWED TO KEEP PETS OF ANY KIND AT ANY TIME.

B. Written notification of a pet to be kept in a unit together with a description of the pet(s) shall be delivered to the Association along with a photograph of the pet(s) and will be kept on file by the Association.

C. All pets must wear identification tags showing the name of the pet and the name and telephone number of the owner.

D. A maximum of two (2) pets will be allowed in each Unit.

E. Pet(s) must be in control of a person and on a leash in all general common areas and limited common areas at all times.



- F. Unit Owner is responsible for cleaning up after their pet(s).
- G. Pet(s) behavior shall conform to item 3.e., page 15 of the Declaration:

“No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of abnormal annoyance to the Owners of the units or which interferes with the peaceful possession and proper use of the property by its Owners or lessees. No immoral, improper, 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.”

- H. Fines may be levied and other remedies pursued by the Board of Directors, Association or Oversight Committee, including ordering the removal of a pet for continual or serious violations of these Rules and Regulations. The fines and remedies may be enforced by the Board of Directors, officers or Oversight Committee through court action with the costs, including attorney’s fees assessed to the prevailing party.

- 9. **OCCUPANCY OF LEASED UNIT** - In the event of a lease of a unit to third parties, the number of persons allowed in a single leased unit in the Apartments located in Buildings A, B, C and D of Firelight Meadows Condominiums is limited to four (4) persons per unit, including children. The owner of a leased unit shall be responsible to the Association for monitoring the leased unit to insure that no more than four (4) persons reside in the unit. However, the Association may enforce the rule in the event the owner fails to do so and may assess the Unit Owner for the costs and attorney fees to enforce the rule.
- 10. **ADMINISTRATION BUILDING** - The Administration Building and its appurtenant limited common area is located directly North of Building “B” and is owned by Firelight Meadows, LLC. It houses the Firelight Meadows Cable Company, administration offices, garages (for vehicle and equipment maintenance), potential laundromat and small quarters for personnel. The building may be used by the unit owner for rental offices. Access to the Administrative Building is reserved over the roads and common access elements.
- 11. **OUTDOOR FITNESS CENTER** - The Outdoor Fitness Center is located behind the underground water tank, between the Villas and Apartments near Ousel Falls Road. There are fourteen (14) stations that have written instructions as to the use of each station. **WARNING!** You are responsible for familiarizing yourself, your family members and visitors with the safe use of these facilities. You are advised that improper use and failure to supervise children, or those unfamiliar with the facilities, may result in injury to the user. Use at your own risk. Firelight Meadows, LLC, and/or the Association of Unit Owners of Firelight Meadows Condominiums, are not responsible for any injuries or harm that may result from the use of the Outdoor Fitness Center.



12. **YOUNG PEOPLES' PLAYGROUND** - Directly to the South of the Outdoor Fitness Center is a young peoples' playground. Only children accompanied by an adult may use these facilities. **WARNING!** You are responsible for familiarizing yourself, your family members and visitors with the safe use of these facilities. You are advised that improper use and failure to supervise those unfamiliar with the facilities may result in injury to the user. Use at your own risk. Firelight Meadows, LLC, and/or the Association of Unit Owners of Firelight Meadows Condominiums, are not responsible for any harm that may result from the use of the Young Peoples' Playground.
13. **HOLD HARMLESS AND INDEMNIFICATION** - The user agrees to indemnify and hold Firelight Meadows, LLC, the Association and its members, officers, employees, directors and agents harmless from any claims or damages for personal injury to the user or user's children, family members, invitees or guests arising from the use of the Outdoor Fitness Center, the Young Peoples' Playground or any other common element facility.
14. **RESTRICTIONS ON CERTAIN AGENTS DRAINED INTO SANITATION SYSTEM** - The use of detergents with high phosphorous content is prohibited when washing clothes. Bleach may be used only sparingly. Dumping cooking grease down the kitchen sink is also prohibited. Please put all grease in a container to be thrown out with the trash. Placing these products down the drain will kill the necessary bacteria in our sanitation system.
15. **VENTILATION AND INSULATION** -
- A. Each unit has been designed to follow the guidelines with what used to called a "Super Good Cents" Program developed by the Bonneville Power Company and used by Montana Power Company prior to this project. Each unit has been insulated and has vapor barriers both inside and outside so that **WITHOUT VENTILATORS IT IS PRACTICALLY AIRTIGHT.**
- B. Zone thermostats (**INCLUDING THE CRAWLSPACE**) should never be set under 55°F in order to prevent freezing and broken pipes. the owner will be held liable for all damages to the building resulting from broken or frozen pipes or from failing to maintain all zone thermostats above 55°F.
- C. To provide incoming ventilation, each Villa/Chalet and Condominium Suite/Apartment Unit has fresh air 80 vents (see brochure at Association Office, presently located in the Administration Building) in each bedroom and the great room. The vents have a string to open and close them - **THE PROGRAM RECOMMENDS TO LEAVE THESE FRESH AIR 80s OPEN ALL YEAR ROUND NO MATTER WHAT THE TEMPERATURE IS.**
- D. To exhaust the incoming ventilation, there is a fan over in the kitchen of the Villas/Chalets and in the guest bathroom of the Condominium Suites/Apartment Units. The fan is controlled by a timer in the garage of the Villas/Chalets and in



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the utility room of the Condominium Suites/Apartment Units. The timer should be set for the exhaust fan to go on every twenty (20) minutes every hour of the day. In the Condominium Suites/Apartment Units, the fan will work with the bathroom door open or closed, however, we recommend you leave the door open a little.

E. A, B, C and D ABOVE MUST BE FOLLOWED OR YOU WILL HAVE:

1. Problems with the fireplace;
2. Potential dry rot of structural members; and
3. Stagnant and stale air to breathe.
4. Potential Mold

F. Please be aware that leaving your door open against the heater vent in the bathrooms of the Condominium Suite/Apartment Units could cause discoloration of the door over time or possibly start a fire.

16. **PENALTIES FOR NON-COMPLIANCE** - Fines and other remedies for violation of the Rules and Regulations may be imposed by the Board of Directors of the Association. The Board of Directors have established the following fines for violation of the rules:

Fines:

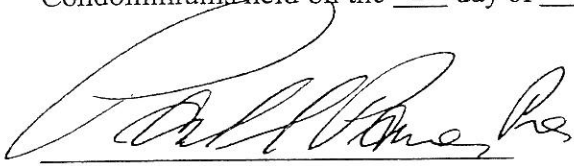
- 1st offense: corrective Notice
- 2nd offense \$100.00
- 3rd offence \$300.00
- 4th offense: \$500.00

Each 24 hour violation after the end of the time period given in the notice for the 1st offence for the same violation and each separate subsequent violation shall be cause for a fine to be imposed in accordance with the above schedule.

17. **ENFORCEMENT** - Pursuant to the Declaration and Bylaws, the Board of Directors of the Association has the authority and power to establish rules and regulations and to investigate violations and enforce the rules and regulations. The Board of Directors has delegated the authority to enforce the rules and regulations, investigate violations and to levy fines for violations to the Oversight Committee and its designated Compliance Officer. The Association, Board of Directors or Oversight Committee may enforce the rules and fines by any available legal remedy including judgment for the fines, injunction, restraining order, orders for removal, damages, filing of a lien against your unit and other legal actions. In addition the Association is entitled to its costs, including attorneys fees in the event of any action to enforce the Declaration, Bylaws and these Rules and Regulations adopted by the Association.



The undersigned certify that the foregoing Rules and Regulations were adopted at a special meeting of the Board of Directors of the Association of Unit Owners of Firelight Meadows Condominiums held on the 15 day of September 2005.



Paul S. Pariser, Chairman


Sue Ried, Secretary