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Page: 1 of 3 12/03/2009 10:07:42 AM Fee \$21.00
Charlotte Mills - Gallatin County, MT MISC



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P.O. Box 1288
Bozeman, MT 59771-1288

TWELFTH AMENDMENT TO DECLARATION AND BYLAWS FOR FIRELIGHT MEADOWS CONDOMINIUMS

This Twelfth Amendment to the Declaration and Bylaws for Firelight Meadows Condominiums is hereby made and entered into pursuant to Article VI of the Declaration and Bylaws for Firelight Meadows Condominiums dated February 27, 2002 and recorded on March 7, 2002 as Document No. 2062676 with the Office of the Clerk and Recorder of Gallatin County, Montana (hereinafter, "Declaration"). The undersigned Chairman and Secretary of the Board of Directors certify and attest that the Owners of at least 75% of the Units in Firelight Condominiums have approved this Twelfth Amendment to the Declaration as follows:

I. Article VIII of the Declaration entitled, "MANAGEMENT SERVICES, MAINTENANCE AND CENTRAL IMPROVEMENT FACILITIES," is hereby amended as follows (underlined and **bolded** text represents language being added. Text stricken-through (~~stricken-through~~) represents language being deleted):

VIII

MANAGEMENT SERVICES, MAINTENANCE AND CENTRAL IMPROVEMENT FACILITIES

A. Management and Maintenance Services

The Association, through its Board of Directors, shall engage contractors or an agent or agents to provide Management and Maintenance services such as: general common element maintenance and repairs, snow removal and to provide other services for administration, operation and maintenance of the common elements and the Association and for bookkeeping and financial and other record keeping. ~~The Declarant or its designated agent shall be appointed as such agent, as long as Declarant is willing to and does provide the services herein referred to.~~ The Association shall negotiate and enter into a long term contract with the agent or contractor, ~~who will initially be the Declarant or its designated agent or agents to provide the services at a fair and equitable~~

annual fee, which shall also take into consideration a fair capitalization rate for the facilities and equipment the Declarant or agent(s) must necessarily purchase, provide, construct or rent to provide the services. The Unit Owners shall pay assessments to cover the fee. The initial contract shall be for 15 years or such other time period as the parties mutually agree. The agent shall have the authority to hire, fire, engage and disengage such personnel and independent contractors as shall be reasonable to perform the services specified.

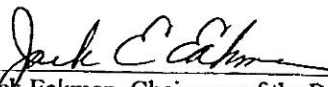
— If the Declarant or an agent designated by it fails or declines to provide the services, then the Board of Directors shall negotiate and enter into a long term contract for such services with another qualified agent or agents.

B. Central Improvement Facilities

Declarant will install and provide the Central Improvement Facilities (sewer system, water system and cable TV) for the project in the common area designated therefore. Each unit shall be hooked up to and use the water and sewer system Central Improvement Facilities. The Declarant or their successors and assigns shall maintain the Central Improvement Facilities. Each Unit Owner shall be charged a fee for the use and maintenance of the water and sewer system of the facilities, including a capital facilities fee and maintenance fee. The fees charged for these services shall be in accordance with the rules and regulations of the Montana Public Service Commission. A permanent easement is reserved to Declarant and its successors and assigns in, on and under the Common Elements and common areas within the condominium project for the construction, installation, repair, maintenance and replacement of the Central Improvement Facilities. Any unpaid fee or assessment more than ninety (90) days old will be paid by the Association and the Association shall have the right to place a lien on the Unit if necessary to collect the unpaid amount.

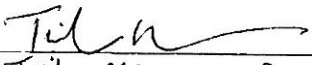
ii. Except as expressly modified herein, the Declaration and By-Laws for Firelight Meadows Condominiums shall remain in full force and effect and are incorporated herein by this reference as though fully set forth.

DATED this 30th day of November, 2009.



Jack Eakman, Chairman of the Board of
Directors, Firelight Unit Owners' Association

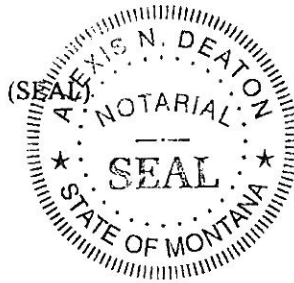
ATTEST:



Twila Moon, Secretary of the Board of
Directors, Firelight Unit Owners' Association

STATE OF MONTANA)
 : ss.
COUNTY OF GALLATIN)

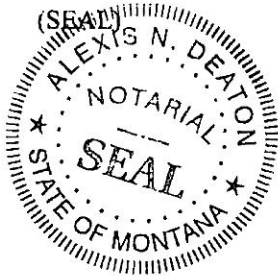
This instrument was acknowledged before me on the 30th day of NOVEMBER, 2009 by Jack Eakman as Chairman of the Board of Directors, Firelight Unit Owners' Association, on behalf of whom this instrument was executed.



[Signature]
Name: ALEXIS N. DEATON
Notary Public for the State of MONTANA
Residing at: Big Sky, MT
My Commission Expires: MAY 29th, 2010

STATE OF MONTANA)
 : ss.
COUNTY OF GALLATIN)

This instrument was acknowledged before me on the 30th day of NOVEMBER, 2009 by JWILA MOON as Secretary of the Board of Directors, Firelight Unit Owners' Association, on behalf of whom this instrument was executed.



[Signature]
Name: ALEXIS N. DEATON
Notary Public for the State of MONTANA
Residing at: Big Sky, MT
My Commission Expires: MAY 29th, 2010