



BYLAWS  
OF  
THE ASSOCIATION OF UNIT OWNERS  
OF  
FIRELIGHT MEADOWS CONDOMINIUMS

February 27, 2002

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BYLAWS

OF

THE ASSOCIATION OF UNIT OWNERS OF FIRELIGHT MEADOWS CONDOMINIUMS

1. Purpose and Application:

These sections and paragraphs are and shall be the Bylaws of the Association of Unit Owners of the Firelight Meadows Condominiums (Association). These Bylaws and the Declaration shall, upon being recorded with the Clerk and Recorder of Gallatin County, Montana, govern and control the administration of Firelight Meadows Condominiums. These Bylaws supplement the Declaration for the Firelight Meadows Condominiums, hereinafter referred to as "Condominiums" or "Condominium", which Declaration is incorporated and made a part hereof by reference. All Unit Owners, their heirs, successors and assigns 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 the Condominiums, signifies that the owner accepts, ratifies and agrees to comply with these Bylaws.

The Association shall be incorporated under the laws of the State of Montana as a non-profit, mutual benefit corporation as the "Association of Unit Owners of Firelight Meadows Condominiums, Inc."

2. Membership:

Persons owning a unit in Firelight Meadows Condominiums, or owning a unit in any real estate tenancy relationship recognized by the State of Montana, shall be a member of 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; and 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.



**3. Obligations:**

Each Unit Owner shall be obligated to comply with the Bylaws, the Declaration, and the laws and ordinances of the County of Gallatin, and State of Montana. Such obligations shall include, but not be limited to, the paying of assessments by the Association. Failure of any owner to abide by these Bylaws, and all rules made pursuant thereto, the Declaration, and the laws and ordinances of the County of Gallatin, and State of Montana, shall be grounds for appropriate legal action by the Association of Unit Owners or by an aggrieved Unit Owner against such noncomplying owner.

**4. Association Meetings and Voting:**

**A. Annual Meetings:**

There shall be an annual meeting of the Unit Owners of the Association during each calender year and shall be held on the last Tuesday in October of each year or as near as possible to this date, on such date, time and place as shall be set forth in the notice of the meeting, set by the Board of Directors by notice as herein provided in Paragraph D. The first meeting of the Association shall take place not more than one year following the date of recording the Declaration and these Bylaws, if not sooner held. Until the first meeting of the Association takes place, the initial Board of Directors shall have all the rights, powers and duties of the Association as set forth in the Declaration and Bylaws. Any first mortgagee on a unit shall have the right to have a representative attend any annual meeting. Upon written request delivered to the Association, a first mortgagee of a unit shall be given notice of the annual meetings as provided in Paragraph D below. Only matters set forth in the notice shall be voted upon at the annual meeting which may be set forth in general terms.

**B. Special Meeting:**

Pursuant to these Bylaws, the Association may at any time hold special meetings. Such special meetings may be called on the initiative of the Chairman of the Board of Directors or by fifty percent (50%) or more of the Board of Directors of the Association or by a petition signed by twenty-five percent (25%) of the percentage interests of the Unit Owners in the general common areas.

C. Matters to be Raised at Special Meeting:

Only matters set forth in the notice for a special meeting may be voted at such special meeting.

D. Notices:

Notice of all meetings, annual or special, shall be mailed or personally delivered by the Association to every Unit Owner of record at his or her last known address on record with the Secretary of the Association at least ten days but not more than 50 days prior to the time for holding such meeting and shall include in general terms the matters to be voted upon. Such notices shall specify the date, time, place and purpose of the meeting. The purpose of a meeting may be stated in general terms. A Unit Owner may authorize another person or the Board of Directors to vote for the Unit Owner by signing and delivering a written proxy to the Secretary of the Association. The date of mailing of a notice in the manner provided in this Paragraph or the date of personal delivery of such notice by the Association shall be considered as notice delivered. Each owner is responsible for keeping the Secretary of the Association advised of his or her current address.

E. Quorum:

No Unit Owners meeting, annual or special, shall be convened to conduct Association business unless the required Notice is given or waived and a quorum is present, in person or by proxy. A quorum shall consist of the Unit Owners, including the Developers built and unbuilt units, present in person or by proxy representing at least fifteen (15) Unit Owners. At any time, during any meeting that a quorum is not present, such meeting shall be adjourned to another date, time and place. If a matter is submitted to a vote by written ballot the ballots returned to the Association shall be counted towards a quorum for the matter voted upon.

F. Written Ballot:

Any matter that may be voted upon by the Unit Owners may be submitted to the Unit Owners by written ballot. A vote by written ballot must be authorized by a majority of the Board of Directors.



A written ballot must:

- a) set forth each proposed action; and
- b) provide an opportunity to vote for or against each proposed action.

Approval by written ballot pursuant to this section is valid when:

- a) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action; and
- b) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
- c) the number of votes equal or exceed the number of votes which are required to approve a matter without a meeting.

All solicitations for votes by written ballot must:

- a) indicate the number of responses needed to meet the quorum requirements;
- b) state the percentage of approvals necessary to approve each matter other than election of directors; and
- c) specify the time by which a ballot must be received by the Association in order to be counted.

A written ballot may not be revoked after it is counted.

**5. Voting Interest:**

Unit Owners shall have one vote per unit.

Except as may be otherwise provided in the Declaration or these Bylaws, voting upon matters affecting limited common elements and assessments for limited common expenses shall only be by Unit Owners having an interest in such common elements.

Whenever a quorum is present at a meeting of the Association a majority of 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.

**6. Board of Directors:**

The business and affairs of the Condominiums shall be governed by a Board of Directors elected from among the Unit Owners provided however until the Declarant, Firelight Meadows, L.L.C., transfers title to 90% of the units, (built or unbuilt) to third party

purchasers, the Declarant and its successors and assigns shall have the right, but not the obligation to appoint the majority of the Board of Directors. The Declarant may assign its right to its successor in interest. The Declarant may appoint Unit Owners, or its employees, members, officers or agents of Declarant to the Board of Directors pursuant to this section. The number of the Board of Directors shall be set by the Unit Owners at each annual meeting and shall not be less than two (2) or more than eleven (11). The Unit Owners shall nominate and elect the directors subject to Declarants' right to appoint a majority of the directors. Such Board shall have all of the powers and responsibilities attendant to the general administration and control of the Condominiums. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified by these Bylaws and in the Declaration for the Condominiums. The manner of election of the Board of Directors shall be as follows:

First the number of persons on the Board of Directors shall be set by a majority vote of the Unit Owners present, in person or by proxy, at a duly noticed meeting at which a quorum is present. Next the categories of resident, non-resident Apartment and Villa Owners shall be established. Nominations for vacancies on the Board will be accepted from any of the Unit Owners present at the meeting of the Association, provided a nominee for a Board member must be a Unit Owner or a person who has an ownership interest or is an officer, employee, partner, member or authorized agent in an entity owning a unit. Voting will be non-cumulative with each Association member having one vote per unit. The persons nominated for the vacant Director positions shall be voted upon by category by the Unit Owners present at the meeting in person, by proxy, or by written ballot each casting their vote for one nominee for each vacant position. The nominees receiving the most votes in each category shall be the elected Directors. Except as herein provided, Board Members shall be elected for a three (3) year term. Board members shall serve for the term elected for or until their successors are elected. The terms of the Directors shall be staggered so that approximately one third of the Directors' terms shall terminate each year after the third annual meeting. The Directors shall be elected by those present, in person or by proxy or by written ballot. The initial Board shall consist of two or more persons appointed by the Declarant, which Board shall serve three (3) years until the fourth meeting of the Association. At the second, third, fourth and each succeeding annual meeting at least



one (1) new member shall be elected to the Board for a 3 year term to maintain the staggered terms.

**7. Officers of the Board of Directors:**

The Board shall elect from its membership a Chairperson, Secretary, and Treasurer. The Secretary and Treasurer position may be combined. The chairperson and secretary must be Board members. The treasurer need not be Board member or a Unit Owner. The Board may also elect such other officers as it deems advisable including a vice-chairman and assistant secretary.

**8. Powers and Duties of the Board of Directors:**

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

- A. To call annual meetings, and special meetings as necessary, 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 and Bylaws of the Condominiums 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 to not interfere with the peace and quiet of all the residents. Such rules must be ratified by sixty percent (60%) of the of votes of the Unit Owners, based upon one vote per unit, present in person or by proxy, at regular or special meetings of the Association, or ratified by 60% of such vote of the Unit Owners by written ballot of the Unit Owners voting by written ballot mailed or personally delivered to each Unit Owner at their last known address on the record of the Secretary of the Association.
- E. To provide for the management of the Condominiums 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 and limited common elements. To enter into a Management Agreement with a Managing agent as provided by the Declaration.



- 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, or Managing agent fees, 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. To provide for a reserve as shall be reasonable for repair and replacement of the common elements and for emergencies.
- H. To delegate authority to the manager, or Managing agent, for the conduct certain of the Condominiums business and to carry out the duties and powers of the Board. However, such authority shall be precisely defined with ultimate responsibility at all times residing in the Board of Directors.
- I. To provide a means of hearing grievances of Unit Owners and responding appropriately thereto.
- J. To meet at regularly scheduled times and hold such meetings open to all Unit Owners or their agents.
- K. To prepare or have prepared an annual budget for the Condominiums in order to determine and allocate the amount of the assessments payable by the Unit Owners, to meet the administrative expenses and fees and the general common and limited common expenses and reserves and allocate and assess such charges among the Unit Owners according to their respective interests in the general common and limited elements, and to submit such budget to the Unit Owners on or before the date of the annual meeting.
- 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 administrative, 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 Condominiums, and to levy a penalty and to charge interest on unpaid amounts due and owing and to take appropriate legal action to enforce, protect and preserve the Association's legal rights and the Condominiums property and interests. ✓
- N. To defend in the name of the Association any and all lawsuits wherein the Association or all the Unit Owners are party defendants.
- O. To enter into contracts with or engage third parties to carry out the duties herein set forth, for and on behalf of the Board and the Association, including the authority to hire, or authorize the Managing agent or manager to hire, accountants to keep the books and records. ✓
- P. To establish a bank account for the Condominiums and to keep therein all of the funds of the Association. Withdrawal of monies from such accounts shall only be by checks signed by such persons or agents 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 the Condominiums.
- R. To establish rules and regulations for conduct, behavior and use of the general common and limited common elements. In this connection the Board may delegate and establish parking areas or spaces for the exclusive use of the Unit Owners and their guests and residents. ✓
- S. To make or provide for repairs, alterations and improvements to the general common and limited common elements consistent with properly managing the Condominiums and in the

best interest of the Unit Owners, and all mortgagees.

- T. To arrange, keep, maintain and renew the insurance for the Association as set forth in the Declaration, and to arrange, keep, maintain and renew Errors and Omissions Insurance for the Directors or officers.
- U. To carry out the duties and responsibilities of the Board in all other matters as may be authorized, needed or required by the Declaration.
- V. To enter into agreements with utility companies and service providers as may be reasonable and necessary to provide utilities and services to the Unit Owners' Association.

9. Indemnification of Directors and Officers:

The Association shall indemnify and hold harmless the Directors and Officers from all claims, judgments, costs, expenses and attorney's fees arising as a result of the acts or omissions of the Directors or Officers in performance of their duties and responsibilities set forth in the Declaration and Bylaws or as a result of any legal proceeding against the Association and/or the Directors and Officers. This indemnification and hold harmless provision shall not be applicable for acts or omissions of the Directors or Officers arising from gross negligence, criminal conduct or intentional violations of their fiduciary duties and responsibilities causing large monetary loss to the Association. The Board of Directors and Officers may acquire errors and omission insurance for their acts and omission and the Association shall pay the premiums therefore and assess the Unit Owners for the cost thereof. This indemnity clause shall not relieve the insurance company for claims arising out of insured acts and omissions of the Directors and Officers.

10. 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 Board meeting after which it occurs. Should such vacancy not be filled by the Board, at the next regular meeting of the Association, the Association may fill such vacancy.

At any annual or special meeting of the Association, or by

written ballot or by a combination thereof, any member of the Board may be removed prior to the end of his other term by three-fourths (3/4ths) of the total votes of the Unit Owners. Such vacancy shall be filled by a vote of the Unit Owners at such meeting. If the vacancy is not filled by the Unit Owners the Board shall appoint a member to fill the vacancy. Such removal matter must be announced in the notice of an annual or special meeting or in the written ballot.

Notwithstanding anything herein to the contrary, the Declarant reserves its right to appoint 2/3 of the Directors as long as it owns any unbuilt units or 10% or more of the units.

**11. 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 Directors, Managers or Managing Agents who are hired or engaged by the Board of Directors to do Association work or provide services. A member of the Board of Directors may be a Manager or Managing Agent. A member of the Board of Directors may be reimbursed his or her actual expenses if the expense is authorized by a majority of the Board of Directors. The Board of Directors may pay compensation to its Secretary/Treasurer for record keeping and bookkeeping.

**12. Manager and Managing Agent:**

The Board of Directors shall engage a Managing Agent as set forth in the Declaration. The Board may also engage a Manager for service or supervision not provided by the Managing Agent. The Board may delegate such duties to the manager as it determines appropriate. The Board shall determine the terms, conditions and compensation of the manager. If required by the Board, the manager shall be bonded. If the Board does not engage a manager the Board shall act as manager. The Board may have the manager maintain records of the financial affairs of the Condominiums. Such records shall detail all assessments made by the Association and the status of payments of said assessments by all Unit Owners. All functions and duties herein provided for the manager may be performed by the Board or the Chairman, or other Board member, if the Board should decide not to have a separate manager.

**A. Accounts:**

The receipts and expenditures of the Association shall be under the control and direction of the Board of Directors and shall be classified as appropriate into general common expenses and limited common expenses and may include a provision for:

(1) Current Expenses:

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 reserve or to betterments. Any balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year,

(2) Reserve for Maintenance Repair or Replacement:

Shall include funds for maintenance repair or replacement of common elements required because of damage, depreciation or obsolescence,

(3) Betterments:

Which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which shall be a part of the common elements.

B. Budget:

Each calendar year the Board shall prepare and submit to the Unit Owners a budget, which must be approved and adopted by a majority of the Board. The budget shall include the past fiscal year receipts and expenditures, the expected receipts and expenditures for the coming fiscal year, including estimated funds required to defray the general common and limited common expenses reserve and betterments, and to provide and maintain funds for the operation of the Association and enforcement of the Declaration and Bylaws, according to good accounting practices. The Board may prepare separate budgets for the limited common expenses for the Villa units, the Apartment units and the Commercial units for the expenses associated with common elements applicable only to the separate Condominiums,

A copy of the proposed budget shall be transmitted to each member before the annual or special meeting of the Association for which the budget is made. The budget shall be received by the membership and adopted by a majority of the votes of the members present or represented by proxy or voting by written ballot. The budget may be amended by a majority of the votes present at a meeting or represented by proxy. If the budget is

amended, a copy of the amended budget shall be furnished to each member and approved by a majority of the members voting thereon either at a meeting or by written ballot. A budget must be adopted by the Unit Owners at the annual meeting or at such other meeting as may be called for this purpose.

C. Financial Report:

A financial report of the receipts and disbursements and balance of accounts of the Association shall be made annually by the Board of Directors and a copy of the report shall be furnished to each member before or at the annual meeting.

D. Board as Manager:

If the Board chooses not to appoint a manager, all of the above functions may be performed by one of the Board members to whom the job is delegated by a majority of the Board of Directors.

E. Manager's Authority:

The manager shall generally operate and manage the Condominiums for and on behalf of the Unit Owners and shall have such other powers and authority as the Board may delegate.

13. Amendment of Bylaws:

Except as otherwise provided in the Declaration and herein, these Bylaws may be amended at any regular or special meeting of the Association providing that a copy of the proposed revision is first approved by a majority of the Directors and included in the notice of such meeting. Upon a vote of seventy-five percent (75%) of the votes of the Unit Owners present in person or by proxy at a duly noticed meeting, the amendment shall be declared adopted. The Bylaws may also be amended by 75% favorable vote of all the Unit Owners voting on the amendment by written ballot mailed or personally delivered to the Unit Owners and returned to the Association. The Secretary shall, as soon as practicable after adoption of an amendment, prepare a copy of the Bylaws as amended for certification by the Chairman and Secretary of the Association. Such amended Bylaws shall then be certified by the Chairman or Vice Chairman of the Board or by Secretary as duly adopted in accordance with the Bylaws and shall be recorded in the office of the Clerk and Recorder of the county in which the Condominiums is located. Bylaws as amended shall become effective at the time of such recording after recording.

Within 30 days after recording of an amendment a copy shall be furnished to each Unit Owner.

Notwithstanding the provisions of this Paragraph, the Declarant's written approval of any amendment must be obtained before the amendment is effective until the Declarant has transferred title to 90% of the units (built or unbuilt).

**14. Assessments:**

Each Unit Owner shall be assessed for general common expenses and for administrative expenses and fees and limited common expenses and other expenses and fees set forth in the adopted budget in accordance with each Unit Owner's percentage of interest in the general common elements which shall be allocated, set, levied, collected and paid according to the terms and under the procedures more particularly set forth in the Declaration. The allocation and amount of assessments described above and any other assessments allowed by these Bylaws, the Declaration and by the State of Montana shall be set and fixed by the Board of Directors provided, however, the total amount of assessments shall not exceed the total budget approved by the members, except as set forth in the Declaration or these Bylaws unless an amended budget is approved by the affected Unit Owners.

Assessments may be collected monthly, quarterly or annually as the Directors deem shall be in the best interest of the Association.

Notice each owner's assessments, or a coupon book, showing the Unit Owner's regular assessments shall be mailed to said owner at his or her address of record and shall be due and payable in full within 30 days after mailing.

**15. Notices - Damages:**

The Association shall notify all first mortgagees in writing of any casualty loss to a unit if such loss or taking exceeds the sum of \$5,000.00.

**16. Due Process by Association:**

In the event an action is taken by the Association against any individual Unit Owner to enforce an assessment, any part of the Bylaws or Declaration, or any rule or regulation properly adopted by the Association, said homeowner shall be afforded the protection of due process which includes, but is not limited to, the following:

- A. Adequate notice in writing of any default with a reasonable time to cure the default.
- B. If the Unit Owner contests the allegations of default, such Unit Owner shall have the following options:
  - (1) An opportunity to defend himself or herself against any allegations of default before the Board of Directors.
  - (2) An opportunity to present witnesses and cross-examine opposing witnesses.
  - (3) An opportunity to receive a formal hearing before an impartial hearing officer or arbitrator.
  - (4) To findings of fact by the hearing officer or arbitrator in accordance with the evidence presented.
- C. To a penalty proportionate to the offense, such as suspension of voting rights, suspension of the right to use common elements which are amenities, suspension of the right to be elected as a Director or officer or to continue as a Director or officer, or a reasonable fine or late fee imposed by the Board of Directors, or in the event of an action for unpaid assessments, the costs of collection, interest and reasonable attorney's fees.

17. The Declaration:

The Declarant has filed along with these Bylaws a Declaration whereby the properties known as "Firelight Meadows Condominiums" were submitted under the Unit Ownership Act, Montana Code Annotated, Title 70, Chapter 23. The Declaration and any amendments thereto and these By-Laws shall govern the acts, powers, duties and responsibilities of the Unit Owners' and Association of Unit Owners; and in the event these Bylaws and the said Declaration are in conflict, the Declaration shall prevail if the conflict is irreconcilable.

Each Unit Owner is advised that until the Declarant has sold or transferred 90% of the units to third parties, or it owns an unbuilt unit, the Declarant may have control of the Association through its right herein to appoint a majority of the Board of Directors.

The definitions 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 of Unit Owners and may be elected to the Board of Directors of the Condominiums.

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

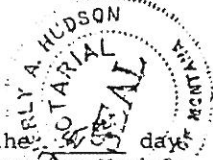
Name	Office	Address
1. Paul Pariser	Chairman	P.O. Box 160278 Big Sky, MT 59716
2. Lucy S. Reid	Secretary/ Treasurer	P.O. Box 160278 Big Sky, MT 59716

The undersigned, Declarant and Owner of all the units, hereby declares and affirms the adoption of the foregoing Bylaws on the 5<sup>th</sup> day of March, 2002.

DECLARANT and DEVELOPER-----FIRELIGHT MEADOWS, LLC

BY: *Paul S. Pariser*  
 Paul S. Pariser, Its Managing Member

STATE OF MONTANA )  
 ) :ss  
 County of Gallatin )



This instrument was acknowledged before me on the 5<sup>th</sup> day of March, 2001, by Paul S. Pariser as Managing Member of Firelight Meadows, LLC, on behalf of whom this instrument was executed.

*Beverly A. Hudson*  
 BEVERLY A. HUDSON  
 Notary Public for the State of Montana  
 Residing at Exxon, mt  
 My Commission Expires: 7-10-05

The undersigned Chairman of the Association of Unit Owners of Firelight Meadows Condominiums, after first being sworn certify that the foregoing are an accurate and correct copy of the Bylaws adopted by the Unit Owners of Firelight Meadows Condominiums.

Paul S. Pariser 5/5/02  
Paul S. Pariser, Chairman Date

SUBSCRIBED and SWORN to before me this 5<sup>th</sup> day of March, 2002.

Beverly A. Hudson  
BEVERLY A. HUDSON  
Notary Public for the State of Montana  
Residing at: Bozeman, Montana  
My Commission expires: 7-10-05

