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Charlotte Mills - Gallatin County, MT MISC

## FIFTEENTH AMENDMENT TO DECLARATION FOR FIRELIGHT MEADOWS CONDOMINIUMS

This Fifteenth Amendment to the Declaration 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") and as subsequently amended. The undersigned Chairman and Secretary of the Board of Directors certify and attest that the Owners of at least 60% of the Units in Firelight Condominiums have approved this Fifteenth Amendment to the Declaration as follows:

I. Article I of the Declaration (Definition), Paragraph 7, entitled "Central Improvements Facilities" is hereby amended as follows (underlined and **bolded** text represents language being added. Text stricken through (~~stricken through~~) represents language being deleted):

7. Central Improvement Facilities:

Central Improvement Facilities means the sewer system, **and** water system ~~and Cable TV~~ including transporting lines and equipment installed, owned and maintained by the entity providing service to the Unit Owners ~~or Association by use of such facilities~~ and charging a fee to the Unit Owners ~~or Association~~ for such service. An encroachment easement over the common elements is reserved and granted unto the entity providing service, its contractors, agents, employees, successors and assigns.

II. Article VIII of the Declaration, entitled "MANAGEMENT SERVICES, MAINTENANCE AND CENTRAL IMPROVEMENT FACILITIES" shall be deleted in its entirety and the following shall be substituted in its place:

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## VIII

## MANAGEMENT SERVICES, MAINTENANCE AND UTILITIES

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. Fees incurred by the Association for Management and Maintenance services shall be a common expense of the Condominiums and assessed in accordance with Article V of the Declaration.

B. Water and Wastewater Disposal Services

1. Water and Wastewater Service Provider. The water and wastewater disposal system at Firelight Meadows Condominiums is provided by HLH, LLC, a privately owned and operated water and wastewater utility, or its successors or assigns (hereinafter referred to as the "Service Provider"). The rates charged by Service Provider for water and wastewater services are regulated by the Montana Public Service Commission in accordance with Montana statute and administrative rules and regulations. Unit Owners are charged separately and billed monthly by the Service Provider for water and wastewater services. Rates for these services may change over time as approved by the Montana Public Service Commission. In the event a Unit Owner fails to timely pay for the services provided by the Service Provider, the Service Provider, in addition to having any other rights or remedies provided by Montana statute and/or administrative rules and regulations, shall have the right to discontinue service to that Unit pursuant to, and in accordance with, Montana Administrative Rule 38.5.2505 and is hereby granted an easement in and through any Unit and over, across, under and upon all Common Elements for the purpose of disconnecting, reconnecting and/or installing, removing or maintaining a locking mechanism to shut off water service to that Unit. Unit Owners shall not tamper with any locking mechanism installed by the Service Provider in accordance with this paragraph.

2. Right to File Lien for Non-Payment of Water and Wastewater Services. In addition to the remedies set forth above, the Service Provider is hereby granted the authority to record with the Gallatin County Clerk and Recorder's Office a Claim for Lien against the Unit, together with its undivided interest in the Common Elements appertaining to such unit, for the past-due amounts owing by the Unit Owner for water and wastewater services. The Claim for Lien shall contain a true statement of the account due for the water and wastewater services; the name of the owner of the Unit or reputed owner if known; a description of the Unit, sufficient for identification; and a statement that the Service Provider has a lien on the Unit for such unpaid charges. The claim shall be verified by oath of an authorized person on behalf of the Service Provider having knowledge of the facts and shall be filed with the Clerk and Recorder of Gallatin

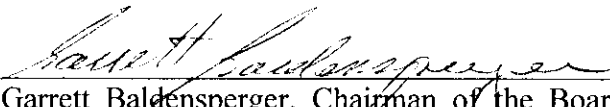
County, Montana. The lien may be foreclosed in a like manner as liens or mortgages against real estate.

C. Easement for Water and Wastewater Utilities

There is hereby granted unto Service Provider and reserved to the Association, and the designees of each, access and maintenance easements for water and wastewater utilities on, over and under all of the Property to the extent reasonably necessary for the purpose of installing, replacing, repairing and maintaining the water and wastewater utilities. The foregoing easement may traverse the Common Elements, Limited Common Elements and the private property of any Owner; provided, however, that the exercise of an easement hereunder shall not unreasonably interfere with the use of any Unit, except as for the discontinuance of water service by reason of non-payment as expressly provided for herein, with Unit access to be coordinated through the Unit Owner, the Unit occupant and/or the Association's designated property management company. Unless there is an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

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

DATED this 21 day of November, 2013.

  
Garrett Baldensperger, Chairman of the Board of Directors Association of Unit Owners of Firelight Meadows, Inc.

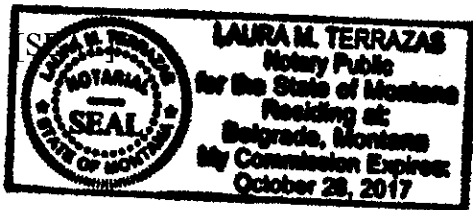
ATTEST:

  
\_\_\_\_\_, Secretary of the Board of Directors Association of Unit Owners of Firelight Meadows, Inc.

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STATE OF MONTANA )  
 :SS  
County of Gallatin )

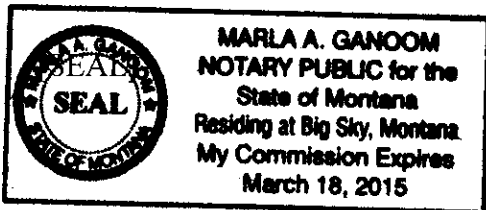
This instrument was acknowledged before me on the 21 day of November, 2013, by Garrett Baldensperger as Chairman of the Board of Directors of the Association of Unit Owners of Firelight Meadows, Inc.



Laura M. Terrazas  
Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF MONTANA )  
 :SS  
County of Gallatin )

This instrument was acknowledged before me on the 11 day of December, 2013, by Yari Gras as Secretary of the Board of Directors of the Association of Unit Owners of Firelight Meadows, Inc.



Marla A. Ganoom  
Name: Marla A. Ganoom  
Notary Public for the State of Montana  
Residing at: Big Sky  
My Commission Expires: March 18, 2015