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BIG HORN AT LONE MOUNTAIN UNIT OWNER'S ASSOCIATION, INC. c/o  
Bozeman Accounting Solutions, LLC  
P.O. Box 10938  
Bozeman, MT 59719-0938



Doc #: 176706 Pages: 8 Book: Page:

STATE OF MONTANA MADISON COUNTY

Recorded 2/27/2018 11:00 AM KOI: AMEND/CORR

Kathleen Mumme, CLERK & RECORDER

Fee: \$ 66.00

BY: *Paula McKenzie, Deputy*  
To: BIG HORN OWNERS, PO BOX 10938, BOZEMAN MT 59719

*AE*  
*AE*

**FIFTH AMENDMENT to  
DECLARATION OF CONDOMINIUM FOR BIG HORN AT LONE MOUNTAIN**  
adopted December 29, 2017

This Fifth Amendment to Declaration of Condominium for Big Horn at Lone Mountain dated this 5th day of February, 2018, is filed in conformance with Paragraph 9 of the original *Declaration of Condominium for Big Horn at Lone Mountain* recorded at **Book 365, Page 570**, and the *Amendment to Declaration of Condominium for Big Horn at Lone Mountain* recorded at **Book 372, Page 484**, of the Records of the Clerk and Recorder for the County of Madison, State of Montana, and the *Amendment to Declaration of Condominium for Big Horn at Lone Mountain* recorded at **Book 386, Page 748**, of the Records of the Clerk and Recorder for the County of Madison, State of Montana, and the *Second Amendment to Declaration of Condominium for Big Horn at Lone Mountain* recorded at **Book 392, Page 221** of the Records of the Clerk and Recorder for the County of Madison, State of Montana, and the *Third Amendment to Declaration of Condominium for Big Horn at Lone Mountain* recorded at **Book 394, Page 148**, Records of the Clerk and Recorder for the County of Madison, State of Montana. Except as otherwise amended herein, all other provisions of the Declaration of Condominium for Big Horn at Lone Mountain and all previously recorded Amendments thereto shall remain in full force and effect.

Page 1, Paragraph 3 of Amendment to Declaration of Condominium for Big Horn at Lone Mountain, recorded in Book 372, at Pages 484-485, is amended as follows:

3. The improvements to be constructed upon the property may be generally described as follows:
  - a. There shall be seventy (70) attached single-family residential condominiums. Each Unit shall have an attached garage. Said units shall be constructed in phases. There shall be four (4) phases, consisting of the following units:

- Phase 1 – Units 1-13
- Phase 2 – Units 14-31
- Phase 3 – Units 32-48
- Phase 4 – Units 49-70

b. All Units shall consist of one (1), two (2), or three (3) levels.

c. All Units shall have a concrete foundation and shall be frame construction. The exterior siding for each Unit may consist of cedar, composition, stone, or other equivalent materials that may be engineered and made readily available for use in comparable construction projects in the future. All roofs shall be constructed of metal or other noncombustible material.

d. All units shall be designated by numbers 1-70 consecutively. Each Unit shall be located as set forth in the site plan attached hereto, marked as Exhibit "C" and incorporated herein by reference. Said site plan may be amended from time to time as construction progresses and as conditions dictate. In such an event, this declaration shall be amended as provided for in paragraph 9 below. Each Unit shall have an approximate square footage as set forth in Exhibit "D" attached hereto and incorporated herein by reference. Said square footage for Units 12-70 may be amended from time to time as construction progresses and conditions dictate. In such event, this declaration shall be amended as provided for in paragraph 9 below.

e. All roads or utilities located and constructed upon or under the real property which is the subject of this declaration. However, all sewer lines shall be conveyed to Rural Improvement District 305 upon completion.

Page 2 Paragraph 4, of Declaration of Condominium for Big Horn at Lone Mountain is amended as follows:

**4. Unit Boundary Definition:** Each Unit consists of the area measured horizontally between and including the exterior face of the drywall or other interior finishing material of the exterior walls and the common walls between Units, which area is also to include the garage directly attached to the Unit, and the area measured vertically from the top surface of the drywall or other material comprising the ceiling of the Unit, down to the bottom surface of the sub-flooring or the top surface of the concrete floor comprising the bottom of the Unit, except that the concrete floor of the garage is to be included in the Unit. Such space is hereafter designated the "Unit". However, any general or limited common elements described within this Declaration, even if located within the Unit, shall not be considered part of such Unit.

Each Unit includes, and the Unit Owner shall be responsible for the following:

a. The garage doors, exterior front entrance door and the patio doors to such Units, including the exterior fixed trim of the doors, located within or opening from the Unit;

b. The interior walls, sheetrock, partitions, wood floors and floor coverings, and ceilings affixed, attached, or appurtenant to such Unit;

c. All windows, casements and frames, including the exterior fixed trim of the windows, located within or opening from the Unit;

d. All equipment, fixtures, and appliances, including, without limitation, lighting and electrical fixtures, heating and cooling equipment, plumbing facilities, sinks, bathtubs, water closets, water cops, refrigerators, ovens, ranges, dishwashers, and any other appliances, affixed, attached or appurtenant to each Unit (unless specifically designated as a common element by this Declaration);

e. Fireplace, chimney and chimney flue;

f. All other facilities affixed, attached or appurtenant to said Unit and benefiting only that Unit including all conduits, public utility lines, water, electrical systems, cable television lines, and water pipes; and

g. No Unit Owner may take any act or make any modification to a Unit which compromises the structural integrity of any Unit and no Unit Owner may make any modification which changes the exterior appearance of the Unit without prior approval of the Board of Directors.

Page 3, Paragraph 5 of Declaration of Condominium for Big Horn at Lone Mountain is amended as follows:

5. General Common Elements:

a. Each Unit shall have a 1.42857% interest in all general common elements, with the expenses to be shared equally 1/70 to each Unit except as otherwise provided herein.

b. Special assessments for the replacement of the siding and elements of the siding, including weather resistant barrier and the sheathing shall be divided and assessed proportionately to the square footage of those elements for each building. All Units in each building shall share equally the costs related to the siding of that building. If a Unit Owner in a building fails to pay the Unit Owner's share of the costs related to the siding, the defaulting Unit Owner's unpaid costs shall be a lien on that owner's Unit pursuant to Article X of the Second Amended Bylaws as amended by the Amendment adopted February 8, 2011 and recorded March 23, 2011 and those unpaid costs shall not be shared only by the Unit Owners in the building in which that Unit is contained, but shall be shared equally by all Unit Owners.

c. A description of the general common elements shall be as follows:

i. The Property upon which all buildings are constructed, as described above, and all grounds surrounding the same, except any portion thereof included in a Unit, or for expansion, or made a limited

common element by this Declaration.

- ii. The sidewalks outside the buildings and the concrete or other pads located thereon not specifically allocated to a particular Unit.
- iii. All portions of the parking lots and driveways even if specifically allocated to a particular Unit.
- iv. Any system of irrigation as may be placed on the property so as to *maintain* proper landscaping around the buildings.
- v. Any portions of the buildings designated on the site plan or within this Declaration as common to all Units.
- vi. All roads or utilities located and constructed upon or under the real property which is the subject of this Declaration. However, all sewer lines shall be transferred to Rural Improvement District 305 upon completion.
- vii. Building foundations, supports, trusses, and roofs including the flashing around the chimney but excluding the chimney itself, the chimney flue and all parts of the fireplace and chimney; building walls from the interior face of the studs to the outside of the building, including but not limited to the studs, the weather resistant barrier, the sheathing and the siding; the studs and sill plates of interior common walls between Units, exterior front entrance stairs and front stoops and the apron external to each garage.
- viii. All conduits, public utility lines, water, electrical systems, cable television lines, water pipes and exterior lighting that serve more than one specific Unit.

Page 3, Paragraph 6 of Declaration of Condominium for Big Horn at Lone Mountain is amended as follows:

6. The Limited Common Elements shall be defined as follows:

a. Those common elements which are reserved for the use of fewer than all of the Unit Owners, business invitees, and guests of Unit Owners, and exclusive to other such owners, business invitees, and guests of Unit Owners set forth herein. Limited common elements do not include any elements included in the definition of a Unit or that are included in the definition of general common elements.

b. The limited common elements shall include decks, deck railings and steps leading to the deck that are used by an individual Unit.

c. The percentage of the limited common elements shall be computed by determining the number of Units that have use of the limited common elements and dividing that number into the total value of those limited common elements. The expenses of the limited common elements shall be shared proportionately among those Units that have the enjoyment of those elements.

d. *Unit Owners* shall maintain exclusive control over the use and enjoyment of the deck attached to their Unit and shall be solely responsible for all maintenance and repairs to the deck, deck railings, and steps leading to the deck. The Unit Owner's use, maintenance and repair of the deck attached to their Unit shall be subject to the Bylaws and the rules and regulations of the Association.

Page 4, Paragraph 9 of Declaration of Condominium for Big Horn at Lone Mountain is amended as follows:

Amendment of this Declaration shall be made in the following manner:

At any regular or special meeting of the Association of Unit Owners, a Unit Owner or the Board may propose an amendment to this Declaration by resolution. Upon adoption of the resolution by a majority vote of those present, the amendment shall be made a subject for consideration at the next regular meeting of the Unit Owners or at a special meeting called for that purpose by the Board or in accordance with Montana Code Annotated. Notice of the proposed amendment, together with a copy thereof, shall be sent to each Unit Owner no later than thirty (30) days in advance of such meeting. At such meeting, the amendment shall be adopted upon receiving the favorable vote of at least 53 of the 70 Units (seventy-five percent (75%) of the Units), with each Unit represented by one (1) vote. If a Unit is owned by multiple owners, the owners shall have only one (1) vote for their Unit, and the one (1) vote may not be split or divided among the multiple owners for purposes of voting. Furthermore, fractional voting is prohibited. If so approved, it shall be the responsibility of the Association to file the amendment with the Clerk and Recorder's Office of Madison County, Montana.



The Undersigned, being the President of the Board of Directors of **BIG HORN AT LONE MOUNTAIN UNIT OWNER'S ASSOCIATION, INC.** does hereby certify that the foregoing Fifth Amendment to Declaration of Condominium for Big Horn at Lone Mountain was adopted as of December 29th, 2017.

DATED this 08<sup>th</sup> day of February, 2018.

*Adrienne M. Fleckman*

*Adrienne M. Fleckman, MD President, Board of Directors  
BIG HORN AT LONE MOUNTAIN UNIT OWNER'S ASSOCIATION, INC.*

STATE OF MONTANA     )  
  : ss.  
County of GALLATIN

On this 08<sup>th</sup> day of February, 2018, before me, the undersigned, a Notary Public in and for the State of Montana, this instrument was signed or acknowledged before me by Adrienne M. Fleckman, MD, as President of the Board of Directors of **BIG HORN AT LONE MOUNTAIN UNIT OWNER'S ASSOCIATION, INC.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Howard Palmer Jr.*

Printed Name: HOWARD PALMER JR.  
NOTARY PUBLIC, State of Montana  
Residing at: GALLATIN GATEWAY MT.  
My commission expires: 03-21-20





BIG HORN AT LONE MOUNTAIN

BREAKDOWN OF SQUARE FOOTAGE IN UNITS 1-70

UNITS 1, 2, 5, 6, & 7	LIVING AREA	1038 SQ. FT.
	GARAGE	232 SQ. FT.
UNIT 3	LIVING AREA	1276 SQ. FT.
	GARAGE	232 SQ. FT.
UNIT 4	LIVING AREA	776 SQ. FT.
	GARAGE	232 SQ. FT.
UNITS 8 - 13	LIVING AREA	1584 SQ. FT.
	GARAGE	284 SQ. FT.
UNITS 14 - 70	LIVING AREA	1584 SQ. FT. (APPROX)
	GARAGE	284 SQ. FT. (APPROX)

Filed for record on the 22nd day of  
OCTOBER A.D. 1992 at 11:06  
o'clock A. M. and Recorded in Volume  
365 of RECORDS on page 570 - 612

Records of Madison County, Montana

By *Dorothy C. Brown*  
County Clerk & Recorder

Fee \$ 258.00 Return to SEYPAR, INC.

Z MORRISON - MAIERLE CSSA  
P.O. BOX 1113  
BOZEMAN, MT. 59771-1113