

AMENDED BYLAWS
ARTICLE VI
OF BIG HORN AT LONE MOUNTAIN
UNIT OWNERS ASSOCIATION, INC.

The following Bylaw Article VI supersedes the Bylaw Article VI contained in the Second Amended Bylaws of Big Horn at Lone Mountain adopted on August 31, 1995 and recorded in the office of the Madison County Clerk and Recorder, on September 12, 1995 in Book 392 of Records on Pages 225-261.

ARTICLE VI
INDEMNIFICATION

A. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, related company or entity, or agent of the Association, against expenses (including reasonable attorneys' fees at all judicial levels), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe this conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, have reasonable cause to believe that this conduct was unlawful.

B. Expenses. To the extent that a director, officer, related company or entity, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph A. above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith and the court having jurisdiction of the matter shall be authorized and empowered to fix the amount thereof and enter judgment therefore. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article VI shall be fully assessable against Owners as Common Expenses of the Association.

C. Advances. Actual and reasonable expenses incurred in defending a civil or criminal action suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon the receipt of any undertaking by or on behalf of the affected director, officer, related company or entity, employee,

or agent to repay such amount unless it shall ultimately be determined that the affected party or entity is not entitled to be indemnified by the Association as authorized in this Article VI.

D. Miscellaneous. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By Law, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, related company or entity, or agent and shall inure to the benefit of the heirs and personal representatives of such person.

E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, related company or entity, or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee, related company or entity, or agent of another Association, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article VI.

F. Amendment. Anything to the contrary herein notwithstanding, the provisions of the Article VI may not be amended without the prior written consent of any director, employee, officer, related company or entity, or agent of the Association whose interest would be adversely affected by such amendment.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify that the above and foregoing Amended Article VI of the Bylaws was adopted by the Declarant, SeyPar, Inc. on the 16th day of September, 1995 and that the same now constitutes Article VI of the Bylaws of this Association.

Paul S. Pariser
Paul S. Pariser, President

Lucie S. Reid
Lucie S. Reid, Secretary

STATE OF Montana : ss
COUNTY OF Gallatin

On this 16 day of October, 1995, before me personally appeared PAUL S. PARISER, President and LUCIE S. REID, Secretary, of the Declarant, SeyPar, Inc. whose identity was proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same on behalf of said Declarant.

William D. Pluth
Notary Public for the State of Montana
Residing at Big Sky
My commission Expires: 11/19/96

Filed for record on the 16th day of OCTOBER, A.D. 1995
2:00 o'clock P.M. and recorded in Book 393 RECORDS of
County 413 - 414 Montana.
By Cheryl Katz County Recorder
P.O. Box KA 13, County Recorder Deputy
Fee \$ 12.00 Return to SUSAN REID

P.O. BOX 160278
BIG SKY, MT 59716