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Bozeman, MT 59715

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STATE OF MONTANA MADISON COUNTY
RECORDED: 03/23/2011 10:30 KOI: AMENDMENT
Peggy Kaatz Stemler CLERK AND RECORDER
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TO: BERG LILLY & TOLLEFSEN 1 WEST MAIN, BOZEMAN MT 59715

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**AMENDMENT TO SECOND AMENDED BYLAWS
OF BIG HORN AT LONE MOUNTAIN**

This Amendment to Second Amended Bylaws of Big Horn at Lone Mountain dated this 8 day of February, 2011, is hereby adopted.

RECITALS

WHEREAS, the Second Amended Bylaws of Big Horn at Lone Mountain dated the 31st day of August, 1995, recorded as Document No. 052907, Book 562, at page 225, records of Madison County, Montana; and

WHEREAS, the board proposed this amendment by resolution to the regular meeting of the unit owners on the 1st day of December, 2010. A majority of those present voted in favor of the resolution; and

WHEREAS, a notice of the proposed amendment was mailed to each lot owner no later than thirty days in advance of its next regularly scheduled meeting; and

WHEREAS, the amendment was adopted upon the favorable vote of seventy-five percent of the unit owners present and voting.

NOW, THEREFORE, the Second Amended Bylaws of Big Horn at Lone Mountain are hereby amended as follows:

ARTICLE X

6. A unit shall not be rented in the event an assessment against it becomes delinquent pursuant to Article X, paragraph 5. If an assessment against a unit becomes delinquent, the Association shall have the following remedies, together with all other remedies provided by law or in equity:

a. Bring an action to enjoin the owner of a unit against which assessments have become delinquent from renting the unit while such delinquent assessments exist;

b. Bring an action to appoint a receiver to collect all rents paid for the rental during which time the assessments are delinquent and to apply the rents collected against the amount of the delinquent assessments;

c. Impose a penalty upon the unit against which assessments have become delinquent in the amount of \$50.00 per rental day; or

d. Assess late charges and interest pursuant to Article X, paragraph 5.

The remedies set forth in this paragraph are intended to be cumulative. The Association may exercise one or more of the remedies in this paragraph in its sole discretion.

ARTICLE XI USE

1. The use of all of the units in Big Horn at Lone Mountain shall be for residential and other similar uses only. However, nothing, other than paragraph X 6., shall prohibit a Unit Owner from leasing or renting his unit to third persons or holding it out for lease or rental, or entering into an agreement or contract with others for the lease or rental of his unit for residential use, or the Association from using units it owns for commercial enterprises compatible with residential use. The use of the general common areas shall be for the enjoyment of the Unit Owners, their guests, tenants, lessees, employees and invitees. The Declarant may utilize units owned or leased by it as models and/or offices for the purpose of marketing and sales. The units and common elements shall be limited as follows:

a. There shall be no obstruction of the common elements nor shall anything be stored in or on the common elements

without prior consent of the Association. Each owner shall be obligated to maintain and keep in good order and repair the interior of his own unit.

b. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of the buildings, or contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law. No waste will be permitted on the common elements.

c. Small domestic pets owned by Unit Owners only shall be allowed subject to written approval on an individual basis by the Board of Directors.

d. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the property by its residents. No offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

e. Nothing shall be done in any unit or in, on, or to the common elements and limited common elements which will impair the structural integrity of the buildings or which would structurally change the buildings except as in otherwise provided herein.

f. Nothing shall be altered or constructed in or removed from the common elements and limited common elements, except upon the written consent of the Association.

g. Each owner or owners shall be entitled to exclusive ownership and possession of their unit. Such owners may use the general and limited common elements in accordance with the purposes for which they were intended and as they may otherwise agree between themselves, so long as they do not hinder or encroach upon the lawful rights of other Unit Owners.

h. An owner shall maintain and keep in repair the interior of his own unit, including the fixtures thereof. All fixtures and equipment installed in the unit commencing at a point where the utilities enter the unit shall be maintained and kept in repair by the owner thereof. A Unit Owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or impair any easement. A Unit Owner shall also

keep any balcony, entrance, or deck area appurtenant to this unit in a clean and sanitary condition. The right of each owner to repair, alter, and remodel is coupled with the obligation to replace any finishing or other materials removed with similar or other types or kinds of materials. All glass replacement shall be with similar quality, shade, and design. No act or alteration, repairing, or remodeling by any Unit Owner shall impair in any way the integrity of the units of adjoining owners or the integrity of limited common elements or general common elements.

i. Labor performed or materials furnished and incorporated into a unit with the consent or at the request of the Unit Owner, his agent, his contractor, or subcontractor shall be the basis for filing a lien against the units of the Unit Owner consenting to or requesting the same. ~~Each owner shall indemnify and hold harmless each of the~~ other owners from and against all liability arising from the claim of any lien against the unit or any other owner or against the general common elements, or limited common elements for construction performed or for labor, materials, services, or other products incorporated into the owner's unit at such owner's request.

j. No owner may change, alter or remodel the exterior of his unit without the prior written consent of the Association.

k. There shall be no timesharing of any unit.

All articles not specifically amended by this Amendment to Second Amended Bylaws of Big Horn at Lone Mountain shall remain in full force and effect.

Ethan Jordan
Ethan Jordan, Secretary

Lisa Smoak
LISA SMOAK, President

State of FL)
County of Brevard) : ss.

On this 2nd day of March, 2011, before me personally appeared Lisa Smoak, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that she is the President of Big Horn at Lone Mountain, and that said document was signed by her in behalf of said entity, and acknowledged to me that said entity executed the same.

Ellen Parada

Notary Public for the State of FL
(Printed Name: Ellen Parada)
Residing at 767 W. Eau Gallie Blvd Melb FL 32935
My Commission Expires: 10/1, 20 11

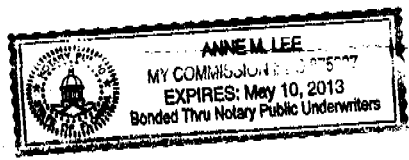


ELLEN A. PARDA
MY COMMISSION # DD 713046
EXPIRES: October 1, 2011
Bonded Thru Budget Notary Services

State of FLORIDA)

County of Broward) : ss.

On this 14 day of MARCH, 2011, before me personally appeared Ethan Jordan, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the President of Big Horn at Lone Mountain, and that said document was signed by him in behalf of said entity, and acknowledged to me that said entity executed the same.



Anne M. Lee
Notary Public for the State of FLORIDA
(Printed Name: ANNE M. LEE)
Residing at 10525 NW 10th Ct, Plantation FL 33322
My Commission Expires: 5/10, 2013