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STATE OF MONTANA MADISON COUNTY

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To: BIG HORN OWNERS, PO BOX 10938, BOZEMAN MT 59719

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RE

BY: *Paula McKenzie, Deputy*

**FOURTH AMENDMENT TO SECOND AMENDED BYLAWS
OF
BIG HORN AT LONE MOUNTAIN UNIT OWNER'S ASSOCIATION, INC.
Adopted December 29, 2017**

This Fourth Amendment to Second Amended Bylaws of **BIG HORN AT LONE MOUNTAIN UNIT OWNER'S ASSOCIATION, INC.**, was hereby adopted December 29, 2017, by the **BIG HORN AT LONE MOUNTAIN UNIT OWNER'S ASSOCIATION, INC.**

WHEREAS, the Second Amended Bylaws of Big Horn at Lone Mountain, dated August 31, 1995, was recorded as Document No. 052907, at Book 392, Page 225-261, records of Madison County, Montana;

WHEREAS, the Second Amended Bylaws were Amended by the Amended Bylaws Article VI, Document No. 053663, records of Madison County, Montana, dated October 16, 1995;

WHEREAS, the Second Amended Bylaws were Amended by Amendment to Second Amended Bylaws of Big Horn at Lone Mountain, Document No. 140099, records of Madison County, Montana, dated March 23, 2011;

WHEREAS, the Second Amended Bylaws were Amended by the Third Amendment to the Second Amended Bylaws of Big Horn at Lone Mountain, dated November 25, 2016, recorded as Document No. 169877, records of Madison County, Montana;

WHEREAS, Notice of Annual Meeting and Written Ballot, along with a Proxy Form for the Annual Meeting, was mailed to each Unit Owner thirty (30) days prior to the Annual Meeting;

WHEREAS, the Annual Meeting of the Association was held on December 29, 2017, at which the owners voted on amendments to the Bylaws;

WHEREAS, at the Annual Meeting of the Association held on December 29, 2017, a quorum existed and the amendments to the Bylaws were adopted upon a

favorable vote of greater than seventy-five (75%) of the Unit Owners present or appearing by proxy; and

NOW, THEREFORE, the Bylaws are hereby amended as follows:

ARTICLE I – DEFINITIONS

Article I, Paragraph 5, Section a., is amended as follows:

a. General common elements include, but are not limited to, all those elements which are for the use of all Unit Owners and guests of the Unit Owners of Big Horn at Lone Mountain. Specifically included are:

- (1) The Property upon which all buildings are constructed, as described above, and in the Declaration, and all grounds surrounding the same, except any portion thereof included in a Unit, or for expansion, or made a limited common element by the Declaration.
- (2) The sidewalks outside the buildings and the concrete or other pads located thereon.
- (3) Any portions of the parking lots and driveways even if specifically allocated to a particular Unit.
- (4) Any system of irrigation as may be placed on the property so as to maintain proper landscaping around the buildings.
- (5) Any portions of the buildings designated on the site plan or within the Declaration as common to all Units.
- (6) All roads or utilities located and constructed upon or under the real property which is the subject of the Declaration. However, all sewer lines shall be transferred to Rural Improvement District 305 upon completion.
- (7) 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.
- (8) All conduits, public utility lines, water, electrical systems, cable television lines, water pipes and exterior lighting that serve more than one specific Unit.

This list is not inclusive and the Association of Unit Owners may add or delete elements pursuant to the method of amendment hereinafter described. Each Unit Owner is responsible for damages to the general common elements caused by the acts or omissions of the Unit Owner or any contractor, tenant, guest, invitee, employee or agent of the Unit Owner.

ARTICLE I - DEFINITIONS

Article I, Paragraph 5, Section b., is amended as follows:

- b. Limited common elements as used in these Bylaws shall mean:
- (1) 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.
 - (2) The limited common elements shall include decks, deck railings and steps leading to the deck that are used by an individual Unit.
 - (3) 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.
 - (4) 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.

Article I, Paragraph 14, is amended as follows:

14. **Voting.** A total of 70 Units shall be utilized in determining the existence of a majority of Unit Owners for all matters requiring a quorum or vote herein. Each Unit shall have 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.

ARTICLE X – ASSESSMENTS

Article X, Paragraph 4, is amended as follows:

4. Liability for Assessments:

a. Annual Assessments: Annual assessments shall be shared equally among all seventy (70) Units. Each person holding an interest in a Unit shall be jointly and severally liable with all other persons owning an interest in the Unit for annual assessments.

b. Special Assessments: Special assessments shall be shared equally among all seventy (70) Units except for special assessments levied for siding replacement. 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. Each person holding an interest in a Unit shall be jointly and severally liable with all other persons owning an interest in the Unit for special assessments. 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 dated February 8, 2011 and those unpaid costs shall not be shared only by the building in which that Unit is contained, but shall be shared equally by all Unit Owners.

c. Limited Expense Assessments: Limited expense assessments for the repair and maintenance of limited common elements will be assessed and shall be shared equally among the Units benefited by the limited common elements to be repaired or maintained. Each person holding an interest in a Unit shall be jointly and severally liable with all other persons owning an interest in the Unit for limited expense assessments.

Article XVI. – AMENDMENT

Article XVI is amended as follows:

At any regular or special meeting of Unit Owners, a Unit Owner or the Board may propose an amendment to the Bylaws 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 Unit Owners or at a special meeting called for the 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 Units 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.

Article XVIII is added:

Article XVIII – Repairs and Replacements of Unit Exteriors

1. All repairs, replacements, additions or any construction contained in this Article XVIII shall be compliant with Association-provided drawings and specifications unless otherwise approved by the Board of Directors as equal. If there are no Association-provided documents, the Unit Owner shall provide the Board of Directors with detailed plans and specifications for work on the exterior elements of the Unit, which include but are not limited to the Unit's chimney, deck and elements of the deck, garage door, exterior entrance door, patio door or windows. All construction, repair, replacement, addition or remediation of any exterior element of the Unit described in this Article XVIII shall be performed by a licensed, bonded and insured contractor at the Unit Owner's sole expense and in compliance with either the Association-provided drawings or the plans and specifications approved by the Board of Directors.

2. A Unit Owner shall obtain the Association's approval prior to the repair, replacement, or capping of a Unit's chimney. The Unit Owner may only proceed with the repair, replacement or capping of the chimney after receiving written approval for such repair, replacement or capping from the Board of Directors and such work must be constructed and completed in strict compliance with the approved plans and specifications and in compliance with all applicable building codes. The Association has the authority to require that the Unit Owner escrow the full amount of the repair or replacement with the Association prior to commencing the repair or replacement.

3. A Unit Owner shall obtain the Association's approval prior to the repair, replacement, style change or addition to the Unit's deck. The Unit Owner may only proceed with the repair, replacement, style change or addition to the deck after receiving written approval for such repair, replacement, style change or additions from the Board of Directors and such work must be constructed and completed in strict compliance with the approved plans and specifications and in compliance with all applicable building codes. The Association has the authority to require that the Unit Owner escrow funds for landscaping and/or road repair with the Association prior to commencing work on the Unit's deck.

4. A Unit Owner shall obtain the Association's approval prior to the replacement of any garage door, exterior entrance door, patio door, or window of a Unit. The Unit Owner shall provide the Board of Directors with a depiction of the color and style and information demonstrating that the replacement item satisfies all applicable building codes and any applicable Association standards. The Unit Owner

may only proceed with the replacement after receiving written approval from the Board of Directors. The Unit Owner shall repair and replace any siding damaged by the replacement of any garage door, exterior entrance door, patio door or window.

5. The Association shall have the right, but not the duty, to require a Unit Owner to remedy life safety issues or unsightly conditions regarding the Unit that detract from the overall character of the buildings. If the Board of Directors orders a Unit Owner to remedy life safety or unsightly conditions, the Unit Owner shall, at the Unit Owner's expense, submit plans and specifications for the remediation from a licensed engineer or architect approved by the Board of Directors. Such plans and specifications must be compliant with all applicable building codes and approved by the Board of Directors as to style, color and materials.

Article XIX is added:

ARTICLE XIX – Repairs and Remodels of Unit Interiors

1. The Unit Owner shall be responsible for the maintenance and replacement of all water cops in the Unit. However, the Association shall have the right, but not the duty, to replace the batteries in the water cops and inspect the water cops.

2. Before commencing any repair or remodel of the interior of a Unit, the Unit Owner must obtain all applicable building permits and comply with local and state regulations. If the repairs or remodeling creates any life safety issues in the Unit or any adjoining Unit, adversely affects any common elements, or creates a nuisance, the Association shall have the authority to mandate correction at the Unit Owner's expense.

This Fourth Amendment amends the Bylaws and shall be incorporated into and be a part of the Bylaws. Except as specifically amended herein, all terms and conditions of the Bylaws and any amendments thereto shall remain in full force and effect.

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 Fourth Amendment to the Second Amended Bylaws was adopted as of December 29th, 2017.

