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Eric Semerad - Gallatin County, MT MISC



**SIXTEENTH AMENDMENT TO DECLARATION
FOR FIRELIGHT MEADOWS CONDOMINIUMS**

Recitals

A. **WHEREAS**, the Declaration and Bylaws for the Firelight Meadows Condominiums were recorded on March 7, 2002, in the Office of the Clerk and Recorder for Gallatin County, Montana as Document No. 2062676, pages 1 through 93 ("Original Declaration"), for the condominium project known as "Firelight Meadows Condominiums".

B. **WHEREAS**, the Original Declaration was amended by recording the following amendments to the Original Declaration:

Title of Document	Recording Date and Recording Information	
Amendment to Declaration for Firelight Meadows Condominiums	May 8, 2002	Document No. 2068422
Amendment to Declaration for Firelight Meadows Condominiums	March 10, 2003	Document No. 2100290
Second Amendment to Declaration for Firelight Meadows Condominiums	July 24, 2003	Document No. 2116706
Amendment to Declaration for Firelight Meadows Condominiums	September 26, 2003	Document No. 2125648
Third Amendment to Declaration for Firelight Meadows Condominiums	December 22, 2003	Document No. 2136008
Fourth Amendment to Declaration for Firelight Meadows Condominiums	June 24, 2004	Document No. 2154525

Fifth Amendment to Declaration for Firelight Meadows Condominiums	January 19, 2005	Document No. 2176212
Sixth Amendment to Declaration for Firelight Meadows Condominiums	February 24, 2005	Document No. 2179478
Seventh Amendment to Declaration for Firelight Meadows Condominiums	June 3, 2005	Document No. 2189740
Eighth Amendment to Declaration for Firelight Meadows Condominiums	September 30, 2005	Document No. 2203687
Ninth Amendment to Declaration for Firelight Meadows Condominiums	September 30, 2005	Document No. 2203688
Tenth Amendment to Declaration for Firelight Meadows Condominiums	September 30, 2005	Document No. 2203689
Eleventh Amendment to Declaration for Firelight Meadows Condominiums	November 14, 2005	Document No. 2209236
Twelfth Amendment to Declaration for Firelight Meadows Condominiums	October 23, 2006	Document No. 2245993
Twelfth Amendment to Declaration for Firelight Meadows Condominiums	December 3, 2009	Document No. 2348394
Fourteenth Amendment to Declaration for Firelight Meadows Condominiums	January 22, 2013	Document No. 2438224
Fifteenth Amendment to Declaration for Firelight Meadows Condominiums	December 16, 2013	Document No. 2470357

Unless otherwise noted, said amendments listed above shall be collectively referred to as “Amendments to Original Declaration.”

C. **WHEREAS**, the Fourteenth Amendment to Declaration and Amendment to Bylaws for Firelight Meadows Condominiums states that the Original Declaration, or any amendment thereto, may be amended by receiving the favorable vote of at least sixty percent (60%) of the Unit Owners based upon one (1) vote per Unit.

D. **WHEREAS**, at least sixty percent (60%) of the Unit Owners, based upon one (1) vote per Unit, voted to approve this Sixteenth Amendment to Declaration for Firelight Meadows Condominiums.

E. **NOW, THEREFORE**, the Sixteenth Amendment to Declaration for Firelight Meadows Condominiums herein amends the Original Declaration and Amendments to Original Declaration, as follows:

* * *

Article VII, Section 9, titled "Insurance", is hereby deleted in its entirety and is replaced with the following language:

9. Insurance.

(A) Insurance Purchased by Unit Owners of Commercial Units. The Association shall have no obligation to insure the commercial units. The Unit Owners of the commercial units shall insure, and be fully responsible for, their respective commercial units and their respective limited common elements.

(B) Insurance Purchased by Association. The Association, by and through the Board, may obtain and maintain, to the extent reasonably obtainable in the types, premiums, limits deductibles deemed reasonable by the Board, in the Board's sole discretion, the following insurance policies:

(1) *Property Insurance.*

(a) The Board may obtain and maintain so-called master policies of insurance providing "Bare Walls" or "Studs Out" coverage, including fire-with-extended coverage and so-called special perils coverage insurance, to insure the General Common Elements and the Limited Common Elements, including all heating and cooling equipment and other service machinery, apparatus, equipment and installations comprised in the Common Elements and not included within the Units.

(b) The property insurance for the General Common Elements and Limited Common Elements shall be in kinds and amounts and at such percentage of insurance value as the Board shall determine, but subject to a reasonable deductible as the Board may determine, and should include, if reasonably obtainable at reasonable costs, so-called "agreed amount", "inflation guard", and "construction code" endorsements. The Board may insure against such hazards or risks of casualty as the Board from time to time in their discretion shall determine to be reasonable and appropriate.

(2) *Liability Insurance.* The Board may obtain and maintain master policies of insurance with respect to the General Common Elements and Limited Common Elements for the benefit and protection of the Association and all Unit Owners for:

(a) Comprehensive public liability insurance with such limits as the Board may, from time to time, determine but in no case less than \$1,000,000/\$1,000,000 in coverage, covering the Association, the Board, the Manager (if any), and each Unit Owner with respect to liability arising out of ownership, maintenance, repair or replacement of the General Common Elements and Limited Common Elements, with such insurance containing a “severability of interest” endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, the Manager, the Unit Owner or other Unit Owners, and other provisions commonly referred to as a “special condominium endorsement” or its equivalent;

(b) Such other liability insurance as the Board may from time to time deem appropriate and desirable or as may be required by Federal or State laws.

(3) *Fidelity Coverage.* The Board may obtain fidelity coverage against dishonest acts on the part of the Board, the Manager, (if any), accountant or accounting firm (if any), employees or volunteers responsible for handling funds belonging to Association or administered by the Board. The Manager and accountant or accounting firm shall be named as a “Designated Agent” and additional Obligor under the fidelity policy. This fidelity insurance shall name the Associations as the named insured (and Manager and accountant or accounting firm as Designated Agent and additional Obligor) and should be written in an amount equal to the maximum amount that will be in the custody of the Association at any one time, but in no event less than three (3) months of Common Expenses plus all reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(4) *Directors and Officers Liability Insurance.* The Board may obtain directors and officer’s liability insurance in such amounts and upon such terms as the Board deems appropriate.

(5) *Worker’s Compensation Insurance.* If applicable, worker’s compensation and employee’s liability insurance.

(6) *Other Insurance.* The Board may purchase other insurance as the Board may from time to time deem reasonable, appropriate and desirable or as may be required by Federal or State laws.

(7) *Terms And Conditions of Policies.* Policies for property insurance, and to the extent applicable, such other policies of insurance, should provide for the following: (i) that the name of the insured be “The Association of Unit Owners of Firelight Meadows, Condominiums, Inc.”, and, in the Board’s discretion, the Board of Directors; (ii) that the insurance company waive any right of subrogation against the Board, their agents and employees, and the Unit Owners, their respective employees, agents, tenants and guests to the extent they are not specifically obligated hereunder; (iii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of the Board when such act or neglect is not within the control of the Board (or Unit Owners collectively) or by failure of the Board (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the Firelight Meadows Condominiums over which the Board (or Unit Owners collectively) have no control; (iv) that such policies may not be canceled or substantially modified without at least thirty (30) days’ prior written notice to the Association; (v) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their Units; and (vi) if obtainable, that the insurance company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to remove pursuant to Section 70-23-803, MCA, because of such damage.

(8) *Assessments for Additional Loss or Damage.* For any loss or damage that is not covered by insurance, in whole or in part, the Board may pay for such loss or damage as a General Common Expense or Limited Common Expense, as applicable, and charge the same as an assessment to the Unit Owners under the terms of the Original Declaration, and any amendments thereto.

(9) *Loss or Damage Caused by Unit Owner.* Notwithstanding anything stated herein, if damage to the General Common Elements or Limited Common Elements is caused by a Unit Owner or by a Unit Owner’s tenant or invitee, the Association, by and through the Board, reserves the right to charge the Association’s deductible and other expenses incurred by the Association to the Unit Owner as an assessment owed by the Unit Owner, which assessment(s) shall be due thirty (30) days after notice of such assessment(s); and if not timely paid then the Board shall have all rights available to the Association for unpaid assessments, as set forth in the Original Declaration or any amendments thereto or under Montana law.

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(C) Insurance Purchased by Unit Owners.

(1) *Property Insurance.* The Unit Owners shall obtain and maintain insurance to insure against damage to everything contained within the boundaries of the units including, without limitation, the fixtures, personal effects and contents within the Unit the intent being that the Association insures only the “Bare Walls” or “Studs Out” and the Unit Owners are solely responsible for insuring their units and personal effects and contents.

(a) By resolution of the Board, as set forth in more detail in Section (C)(5), below, the Board shall have the right to determine the minimum types and amounts of property insurance required to be maintained and obtained by the Unit Owners in order to ensure that the Unit Owners will have sufficient insurance to repair, reconstruct and/or rebuild the unit(s).

(b) All property insurance policies required by the Board and related to the Unit Owner’s unit shall contain waivers of subrogation; and further, the liability of the carrier(s) issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

(c) If a Unit Owner fails to obtain the required property insurance, the Association, by and through the Board, shall have the right but not the obligation to purchase such insurance on behalf of the Unit Owner and to charge the Unit Owner for the insurance as an assessment owed by the Unit Owner, which assessment(s) shall be due thirty (30) days after notice of such assessment(s); and if not timely paid then the Board shall have all rights available to the Association for unpaid assessments, as set forth in the Original Declaration or any amendments thereto or under Montana law.

(2) *Liability Insurance.* Unit Owners should purchase liability insurance with respect to liability arising out of ownership, maintenance, repair or replacement of the Unit Owner’s Unit.

(3) *Renter’s Insurance.* Unit Owners who rent their units shall require their tenants to carry insurance covering the following: (i) the tenant(s)’s furniture, furnishings and other personal property; (ii) liability insurance in such reasonable amounts as the Board may by resolution determine from time to time; and (iii) relocation costs. Unit Owners who rent their units shall also purchase insurance sufficient to cover any lost rents. Unit Owners are fully responsible for any loss or damage caused by their tenants or invitees.

(4) *Certificates of Insurance.* The Board or Manager may but is not obligated to request evidence for both liability and property insurance for the unit. The Unit Owner shall provide such evidence within ten (10) days after receiving a request from the Board or Manager.

(5) *Resolution(s) of Board.* The Board may, but is not required to, adopt one or more resolutions regarding the following: (i) the types and amounts of property insurance required be obtained and maintained by the Unit Owners; (ii) the types and amounts of rental insurance required to be obtained and maintained by Units Owners who rent their units and/or their tenants; (iii) reporting damage to the Board or Manager; (iv) processing insurance claims; (v) obtaining bids for restoration, repair or rebuilding; (vi) inspections, requests for information, and releases; (vii) insurance disputes; (viii) payment of deductibles and insurance proceeds; (ix) guidelines and requirements for the plans and specifications to be submitted before work commences and the work the Unit Owner must take to restore, repair, reconstruct or rebuild a unit after damage occurs; (x) the time period to commence and complete repair, reconstruction or rebuilding of the unit(s) and all such other matters as relate to the repair, reconstruction or rebuilding of a unit(s) after damage, including without limitation noise, debris, hours of work, parking, etc.; and (xi) the remedies that may the Board, on behalf of the Association, may pursue in order to ensure compliance with this Article, including without limitation, fines, penalties, liens, legal and equitable proceedings, and any other remedy that may be available under the Original Declaration and any amendments thereto or under Montana law. The resolution of the Board, and any amendments, modifications, additions or deletions thereto, shall become effective ten (10) days after notice of the resolution, or any amendments, modifications, additions or deletions thereto, shall be given to the Unit Owners.

(d) Notwithstanding anything stated herein, nothing herein shall limit a Unit Owner's right to purchase types and amounts of insurance as the Unit Owner may desire that in are in addition to the types and amounts of insurance

* * *

Article VII, Section 10, titled "Reconstruction", is hereby deleted in its entirety and is replaced with the following language:

10. Rebuilding, Restoration And Condemnation. The Board shall adopt a resolution outlining the process for the Board and Unit Owner's to follow in the event of damage to or destruction of a Unit(s) as a result of fire or any other casualty.

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This Sixteenth Amendment to Declaration of Firelight Meadows Condominiums shall be effective on the date it is recorded in the Office of the Clerk and Recorder for Gallatin County, Montana.

All other matters set forth in the Original Declaration, and any amendment thereto, not expressly amended or supplemented in this Sixteenth Amendment to Declaration for Firelight Meadows Condominiums, shall remain in full force and effect.

IN WITNESS WHEREOF, the Chairperson and Secretary herein certify that this Sixteenth Amendment to Declaration of Firelight Meadows Condominiums was properly adopted and executed according to the Fourteenth Amendment to Declaration and Amendment to Bylaws for Firelight Meadows Condominiums.

Signatures to follow.

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**THE ASSOCIATION OF UNIT
OWNERS OF
FIRELIGHT MEADOWS
CONDOMINIUMS, INC.**

By: 
Its: Chairperson

STATE OF Tennessee)

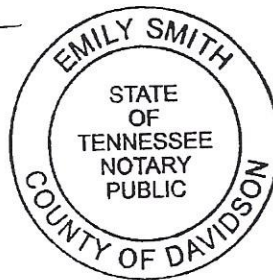
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COUNTY OF Davidson)

This instrument was certified and acknowledged before me on 03/26/2024, by Carol Powell, as Chairperson of The Association of Unit Owners of Firelight Meadows Condominiums, Inc.

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

Emily Smith
Notary Public



□

THE ASSOCIATION OF UNIT OWNERS OF FIRELIGHT MEADOWS CONDOMINIUMS, INC.

By: Rebecca Braxie
Its: Secretary

STATE OF Montana)

:SS

COUNTY OF Gallatin)

This instrument was certified and acknowledged before me on 03/29/2024, by Rebecca Braxie, as Secretary of The Association of Unit Owners of Firelight Meadows Condominiums, Inc.

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

Tyler Eldred
Notary Public

