

DECLARATION OF UNIT OWNERSHIP
FOR RED LODGE MOUNTAIN HOMES WEST

LANGLAS HOMES, INC., does hereby make and submit for filing the following Declaration under the Unit Ownership Act of the State of Montana, Section 70-23-301, et seq. Montana Code Annotated.

1. DEFINITIONS.

In the interpretation of this Declaration, the following definitions shall apply:

- (a) "Association" means the RED LODGE MOUNTAIN HOMES WEST OWNERS ASSOCIATION, being all the unit owners acting as a group in accordance with this Declaration and duly adopted By-Laws.
- (b) "Building" means a single unit building comprising a part of the RED LODGE MOUNTAIN HOMES WEST property.
- (c) "Capital expenses" means the expense of constructing improvements to common areas if those improvements were not included as a common improvement by Developer.
- (d) "Common elements" means the general common elements and the limited common elements.
- (e) "Eligible Mortgage holder" means the holder of a first mortgage or trust indenture on any unit who has requested that the Association notify it of any proposed action requiring the consent of a specified percentage of eligible mortgage holders.
- (f) "Developer" is LANGLAS HOMES, INC., or any person or entity to whom LANGLAS HOMES, INC. transfers or assigns its development rights hereunder. A grant of a deed to a single completed unit by Developer shall not be deemed a transfer of development rights.
- (g) "General common elements" means the general common elements specifically described in paragraph 7 below, and all other elements of the Red Lodge Mountain Homes West project necessary or convenient to its existence, maintenance and safety or normally common use.
- (h) "Limited common elements" means those common elements designated in this Declaration or by agreement of the unit owners as reserved for the use of fewer than all of the unit owners.
- (i) "Unit" means a separate home, together with the land beneath the home, patio, garage and driveway and sidewalks, as defined in paragraph 4 of this Declaration.
- (j) "Unit owners or owner" means the person, partnership or corporation owning a unit on which construction has been completed, and for which plans have been recorded, including a contract purchaser if a Notice of Purchaser's Interest is recorded with the Carbon County Clerk and Recorder, and including co-owners. Unit owner shall also include Developer, until completion of all units. A lessee of the unit shall not be considered a unit owner.
- (k) "Majority of the unit owners" means a majority of the votes of the unit owners.

2. SUBMISSION TO UNIT OWNERSHIP.

The purpose of this Declaration is to submit the real property herein described and the improvements constructed thereon to the form of ownership and use provided by Chapter 23, Title 70, Montana Code Annotated, hereinafter referred to as the "Montana Unit Ownership Act". The definition of terms in this Declaration and the By-Laws of the Association shall be those definitions used in the Montana Unit Ownership Act, except as otherwise provided above. The real property included within the project, which shall be named "RED LODGE MOUNTAIN HOMES WEST" is located in Carbon County, Montana, is owned in fee simple by LANGLAS HOMES, INC. and is more particularly described as follows:

Lot 3 in Block 2 of Red Lodge Country Club Estates, Plat No. 1318, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 231154.

The provisions of this Declaration and the By-Laws of Red Lodge Mountain Homes West Owners Association shall be covenants running with the land and shall be binding on all owners, their tenants and guests, for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

3. DESCRIPTION OF PROJECT.

The project will consist of up to 20 buildings, with 1 unit in each building. Each building shall be of wood frame construction with exterior insulation finish system siding and optional wood, with stone trim, concrete foundation, and architectural asphalt shingle roof. Interior walls shall be sheetrock. All units will have a single or double garage. All units adjoining the golf course will be single story; others may also have a loft; basements will be optional. The location of each unit on the above-described real property, and the limited common elements for each unit are indicated on Exhibit "A". Developer reserves the right, however, to modify or change the site plan shown on Exhibit "A", to change the size and location of units and limited common elements upon the real property described above.

4. DESCRIPTION OF UNIT.

Each unit consists of the area bounded by the exterior surfaces of the walls of the building,

including the garage, the soil under the concrete floor and the exterior of the roof; the driveway and sidewalk and patio serving only that building are also part of the unit. The land beneath each unit, including the garage, patio, sidewalk and the driveway serving only that unit shall be part of the unit. Utility lines and pipes which serve only one unit shall be a part of a unit from the interior of the unit to the point where they are metered or, in the case of unmetered lines or pipes, where they join lines or pipes serving other units. Outside air conditioning compressors, if any, and the concrete pad on which they are located, shall be part of a unit.

5. PLAN OF DEVELOPMENT.

(a) Construction. The project shall be developed in 2 phases; Developer will begin construction with phase 1 but may simultaneously construct buildings in both phases. Exhibit "A", attached hereto, is a site map showing all buildings and improvements which Developer may construct on the property, and showing the boundaries of each phase, subject to the right of Developer, in its sole discretion, to reduce the number of units constructed, and to change the design and location of the units to meet the requirements of the sales market. Developer may proceed with such construction, without consent of the Association or the unit owners, subject to the following conditions:

- (i) Within thirty (30) days after completion or occupancy of any unit, or prior to conveyance of any unit, whichever occurs first, Developer shall record an amendment to this Declaration with the Carbon County Clerk and Recorder. The amendment shall include a floor plan and elevation for the new unit, and a site plan showing the location of the new unit. Owners of a newly completed units will not have authority to vote and will not be obligated to pay common expenses until such time as the above-described amendment is recorded.
- (ii) Upon completion of all units, or termination of the project, Developer shall record an amendment to this Declaration, setting forth a reallocation of the percentage of undivided interest of each unit in the common elements. The interest of each unit shall be equal to one divided by the total number of units.
- (iii) All general common elements within a Phase must be completed prior to conveyance of any unit within a Phase.

From and after the recording date of the floor plan, site plan and elevation of newly completed unit, the following consequences shall ensue:

- (iv) The owners of newly completed units shall have nonexclusive rights to use common areas to the same extent as the owners of all other completed units.
- (v) The owners of each new unit shall be assessed and shall be entitled to vote in accordance with their ownership interest in the common elements. However, no new unit shall be assessed for, nor shall it have any obligation for debts or deficits in existence at the effective date of the unit's first occupancy.
- (vi) For purposes hereof, each unit shall be treated as a part of the project, developed as a whole from the beginning, except as otherwise provided herein. It is the purpose hereof to provide that from and after the date of the amendment, the new units shall be treated as though they had been developed, held, occupied and used by the owners thereof as part of a single, undivided project.

To facilitate construction and completion of the project, Developer hereby:

- (vii) Reserves an easement over and upon common elements for the purpose of access for constructing additional units, and common area improvements.
- (viii) Reserves solely to Developer the right to grant utility and other easements reasonably necessary to the ongoing development of the project, without approval of any Unit Owner.
- (ix) Reserves the right to amend this Declaration, without approval of any Unit Owner, to create additional general or limited common elements, to change the designation of general and limited common elements, to change the location on the real property of one or more buildings, to add a more complete description of units, and to record additional plats and plans to supplement or modify those included herein.
- (x) Reserves the right to use water and power provided to the above-described property or any unit for construction purposes, provided that Developer shall reimburse the Association or unit owner for the reasonable cost of such water and power.

Any liens arising as a result of Developer's ownership of and construction of additional homes shall not attach to the interests of existing Unit Owners or those of first mortgagors of existing units.

Each unit owner, and each holder of a mortgage or trust indenture on a unit, by acceptance of a deed to the unit or by recordation of a mortgage or trust indenture on the unit, hereby consents to all of the above-described amendments and grants unto Dave Langlas and Stephen Langlas, as representatives of Developer, their successors and assigns, a limited irrevocable power of attorney coupled with an interest, to amend this Declaration in accordance with this plan of development.

(b) Termination. Developer may terminate its right to build additional units at any time prior to completion of 20 homes by recording a notice of termination with the Carbon County Clerk and Recorder. Upon termination, developer may, at its option, elect to include land on which homes have not been built as a general common element of Red Lodge Mountain Homes West, or alternatively, Developer may elect to subdivide the above-described real property, and remove the unbuilt lots from

the Red Lodge Mountain Homes West project. The notice of termination shall state which of these options has been elected by Developer.

If Developer, upon termination, elects to designate the unbuilt portions of the above-described real property as general common elements of Red Lodge Mountain Homes West, upon recordation of the Notice of Termination, Developer's obligation to pay taxes and assessments on these common elements shall cease and terminate and Developer shall have no further obligation to make any improvements to any portion of the above-described real property. The notice of termination shall amend this Declaration to reallocate the undivided interest in the common elements according to the formula set forth above and shall include a conveyance of Developer's interest in the common elements from Developer to all existing unit owners. All unit owners, their lenders, mortgagees, successors and assigns, or anyone claiming by or through them, by accepting and recording a deed (or notice of purchaser's interest in the event of a contract sale) to any unit or a mortgage or trust indenture upon a unit are hereby deemed to consent to inclusion of undeveloped land as a general common element of the project and to the above described conveyance of Developer's interest in the common elements.

If, upon termination, Developer elects to subdivide the above-described real property, the subdivision plat shall conform to local zoning requirements and restrictions, if any. The real property included in Red Lodge Mountain Homes West shall include all completed units, all land designated as a limited common elements surrounding and serving the unit, as shown on Exhibit "A", and all amendments thereto, and the private road, driveways and utilities serving the completed units; if necessary, Developer shall grant to all unit owners easements across the excluded land for utilities, and storm water drainage. Developer shall have the right to grant easements on behalf of all unit owners, to benefit the land removed from project for use of the private road for access to the excluded property, and for use of main water and sewer lines and other utility lines and pipes located in Red Lodge Mountain Homes West by the excluded property. Unit owners, their lenders, mortgagees, successors and assigns, or anyone claiming by or through them, by accepting and recording a deed (or notice of purchaser's interest in the event of a contract sale) to any unit or a mortgage or trust indenture upon a unit are hereby deemed to consent to subdivision of the real property, to removal of unbuilt lots from Red Lodge Mountain Homes West, to the easements described above and any conveyances needed to vest ownership of the included property in the existing unit owners and to vest ownership of the excluded property in Developer's name. Any land subdivided from the above described property shall be owned by Developer free and clear of this Declaration.

All unit owners, their lenders, mortgagees, successors and assigns, or anyone claiming by or through them, by accepting and recording a deed (or notice of purchaser's interest in the event of a contract sale) to any unit or a mortgage or trust indenture upon a unit hereby grants unto Dave Langlas and Stephen Langlas, as representatives of Developer, a limited irrevocable power of attorney coupled with an interest, to execute and record a notice of termination, subdivision plat, conveyances, easements, amendments to this Declaration and all other documents necessary to comply with the termination provisions of this section 5, in accordance with the termination provisions of this plan of development.

6. UNIT OWNERSHIP.

Each unit, an appurtenant undivided interest in the common elements, the use of limited common elements reserved for that unit, membership in Red Lodge Mountain Homes West Owners Association, and the assessment account for that unit shall together comprise one Red Lodge Mountain Homes West unit, shall be inseparable, and may be conveyed, devised or encumbered only as a unit. Any conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an individual unit owner's interest in the common elements shall be void unless the unit to which that interest is attached is also included in the transfer.

During construction each unit owner shall be a fee simple owner of such unit and of an undivided 1/20 interest in the general and limited common elements, subject to the provisions of this Declaration and the By-Laws of the Red Lodge Mountain Homes West Owners Association.

7. COMMON ELEMENTS.

The general common elements include the common roadway in Phase 1 serving all units and the electrical, gas, sewer and water and cable TV service lines which serve all units, all subject to each unit owner's right to exclusive use of the limited common elements.

The limited common elements, which are reserved for the exclusive use of the single unit served, are the land surrounding the unit within the boundaries shown on Exhibit A, attached hereto, except that land described as part of the unit in paragraph 4 above and that land beneath the road in Phase 1, and the landscaping, sprinkler system and meter vault located upon that land. Utility lines and pipes and driveways serving more than one but not all units shall be limited common elements reserved for the use of the units served. The road in Phase 2 and the pond and surrounding landscaping located in

the center of the common roadway loop, together with the sprinkling system and meter vault serving that center area, shall be limited common elements reserved for the use of the units served. Designated parking spaces adjoining the roadway and located within a single phase shall be limited common areas, reserved for the use of those units located in that phase.

8. USE.

The use for which each unit is intended is that of a residential dwelling. However, Developer reserves the right to maintain a construction office and a sales office in one or more units until such time as all units have been sold.

9. MAINTENANCE OF UNITS AND COMMON ELEMENTS.

- (a) Every unit owner shall be responsible for all maintenance of and repairs to the interior of his unit, and for routine maintenance of the limited common elements reserved for the exclusive use of his unit. Each owner shall be responsible for all damages to the other units or to the common elements resulting from his failure to effect such maintenance and repair. Each unit owner shall be responsible for obtaining fire and liability insurance on his unit. Each unit owner shall be responsible for paying all taxes and assessments on his unit and for payment for all utilities provided to his unit, or to the limited common elements reserved for the exclusive use of his unit. All utility lines, pipes, wires and conduits which serve a single unit, shall be maintained, replaced and kept in repair by the Unit Owner, except in the event of damage covered by insurance purchased by the Association. If an owner plants gardens or additional landscaping, the owner shall be responsible for maintaining that garden or landscaping.

All maintenance and repairs for which an owner is responsible shall be paid for by the owner.

- (b) The Association shall be responsible for any maintenance, repair and replacement of the exterior of all buildings and all general common elements and all limited common elements which serve more than one unit. It shall maintain and repair all lawns, and all originally installed landscaping and sprinkler systems, shall provide snow removal from all driveways and entry sidewalks, and shall pay for water provided to the general common elements. The Association may employ personnel necessary for the maintenance, upkeep and repair of the common elements as is deemed necessary. The Association shall use a reasonably high standard of care in providing such maintenance, management and repair, so that Red Lodge Mountain Homes West will reflect a high pride of ownership.

10. COMMON EXPENSES.

All the following Association expenses shall be charged to the unit owners as a common expense, according to each unit owner's percentage of undivided interest in the common elements:

- (a) Administrative expenses of the Association;
- (b) Except as otherwise provided in paragraph 9(a) above, the cost of maintenance, repair and replacement of the exterior of all buildings and the general and limited common elements, including landscaping care and snow removal and the cost of snow removal from driveways and sidewalks.
- (c) All utility bills for water and sewer, provided to general common areas.
- (d) Casualty, liability and fidelity insurance premiums for the common areas, as provided in paragraph 7(a), (c) and (d), of the By-laws of the Association;
- (e) The cost of capital improvements, if such capital improvements are made with the express written consent of 66% of the unit owners and until completion of the project, with the consent of Developer.

Expenses for maintenance or repairs due to the misuse or neglect of a unit owner, and the cost of repairs to a unit, if such repairs are made by the Association, shall be as a common expense payable only by that unit owner.

11. MEMBERSHIP IN OWNERS ASSOCIATION.

Each unit owner shall be a member of Red Lodge Mountain Homes West Owners Association. Membership shall be appurtenant to and may not be separated from ownership of a unit. Owners shall be entitled to one vote in the Association for each Unit owned. Developer shall have one vote for each uncompleted unit owned by it. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any Unit.

12. COVENANT TO PAY MAINTENANCE ASSESSMENTS.

Assessments shall be made by the Association for all common expenses set forth in Section 10 above. The obligation to pay assessments for a unit shall begin upon completion of a unit. The Developer, for each completed unit owned by it, and each unit owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the Association all periodic and special assessments made by the Association for common expenses and to waive any right said owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said assessments. Assessments shall not include costs attributable to units under construction or to units on which home construction has not yet begun.

13. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS.

All sums assessed by the Association but unpaid for the share of common expenses chargeable to

any unit, together with interest, collection costs, costs of suit and reasonable attorney fees, shall constitute a lien on such unit, and if filed of record, may be foreclosed in the same manner as a construction lien. Such lien shall not take priority over any sums unpaid on a first mortgage or trust indenture of record prior to the recording of the lien for assessments. Each assessment, together with interest, collection costs or costs of suit, and reasonable attorney fees, shall also be the personal obligation of the owner of the unit against which the assessment was made at the time the assessment fell due and a suit to recover a money judgment for unpaid assessments shall be maintainable by the Association against said owner without foreclosing or waiving the lien securing the same. All costs of collection of delinquent assessments, including but not limited to, court costs, costs of filing liens, and attorney fees, shall be the obligation of the non-paying unit owner, shall be deemed a common expense chargeable only to the non-paying unit owner, and may be added to the next regular assessment for that unit. If a mortgagee, beneficiary of a trust indenture, or other purchaser of a unit obtains title to the unit as a result of foreclosure of a first mortgage or trust indenture, such acquirer of title, its successors and assigns shall not be liable for the share of the assessed, but unpaid, common expenses or assessments by the Association chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer unless expressly assumed by them. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors and assigns. However, no sale or transfer of a unit shall relieve the acquirer from liability for assessments thereafter becoming due or from the lien thereof.

14. PROCESS.

Service of process in the cases provided for in Section 70-23-901, Montana Code Annotated, shall be made upon Stephen Langlas, 1407 Silver Circle, Red Lodge Montana 59068. This provision may be amended in the manner provided in Section 70-23-902, MCA.

15. RIGHTS AND OBLIGATIONS OF DEVELOPER.

Until all units are built and sold, Developer shall pay the proportionate share of real property taxes attributable to units not yet built, or built but not yet sold by it. Developer shall insure, to the extent it deems necessary, all units under construction, and pay the cost of such insurance.

For each completed unsold unit owned by it, Developer shall have all of the rights and duties afforded to any owner under the terms of this Declaration, the By-Laws of the Association, and Montana law.

16. EASEMENTS.

There shall exist for the benefit of each unit and as a burden on the other units the following easements:

- (a) Easement through the common elements for ingress and egress for all persons making use of such common elements in accordance with the terms of this Declaration; Each unit owner shall have an unrestricted right of ingress and egress across the common elements to his or her unit.
- (b) Easements through the units and common elements for maintenance, repair and replacement of the units and common elements. Use of these easements, however, for access to the interior of homes shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
- (c) Easements through the units and common elements for all facilities for the furnishing of utility services within the building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided that the easements for such facilities through a building shall be only substantially in accordance with the plans of the building.
- (d) Easements for encroachments (and maintenance thereof) of any portion of the general common elements or limited common elements upon a unit or units so long as they stand, and easements for encroachments (and maintenance thereof) of any portion of a unit upon the general common elements, limited common elements, and upon an adjoining unit or units, so long as they stand.

Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements, or on the units for purposes of marketability of title.

17. GRANT OF EASEMENTS FOR SERVICES.

The undersigned hereby grants an easement over and across the common elements for mail service, solid waste services, fire service, police protection, other emergency vehicles and other publicly-owned vehicles being used for official federal, state, or local governmental purposes.

18. UNITS SUBJECT TO DECLARATION, BY-LAWS, RULES AND REGULATIONS, AND RESTRICTIVE COVENANTS.

All present and future owners of units shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws, restrictive covenants, and rules and regulations adopted by the Association, as these instruments may be amended from time to time. All present and future owners of units shall also be subject to and shall comply with the Declaration of Covenants, Conditions and

Restrictions of Red Lodge Country Club Estates, and amendments thereto, of record in the office of the Clerk and Recorder of Carbon County, Montana. The execution of a purchase contract by a unit owner or the acceptance of a deed thereto shall constitute acceptance of the provisions of such instruments by such owner. All owners shall be responsible for insuring compliance by their tenants, family members, other occupants of their unit and their guests. The provisions of the Declaration and the By-Laws, restrictive covenants and rules and regulations adopted by the Association shall be covenants running with the land and shall bind any person having an interest in such unit as though the provisions were recited and fully stipulated in each deed or conveyance thereto. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of the Declaration. No provision in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

19. RIGHTS OF ACTION.

The Association and any aggrieved unit owner shall have the right to maintain an action for specific performance, for damages and/or for injunction, against any unit owner or the Association for failure to comply with the provisions of this Declaration or the By-Laws of the Association, or any restrictive covenants, rules or regulations adopted by the Association.

20. EMINENT DOMAIN.

- (a) If the entire project or a portion of the common elements only is acquired by eminent domain and if a separate award is not made to each unit owner, the award shall be allocated to each unit owner in proportion to each unit owner's percentage of undivided interest in the common elements.
- (b) If a part of the project which includes one or more individual units is acquired by eminent domain, the award shall be allocated to unit owners as follows:
 - (1) The owner of each individual unit taken shall receive the fair market value of his unit, including his interest in the common elements, whether or not any common elements are actually taken. Thereafter, the unit owner shall be divested of his entire property interest in the project attributable to the unit taken and shall have no further property interest in the property, including the common elements. Said common elements shall be reallocated to the remaining unit owners in proportion to each remaining owner's percentage of undivided interest in the common elements. In addition, the owner of each individual unit taken, following compensation, shall have no further voting rights in the project as owner of the unit taken.
 - (2) The remainder of the award, if any, shall be divided among the remaining unit owners in proportion to each owner's percentage of undivided interest in the common elements.

21. NOTICE TO HOLDERS, GUARANTORS AND INSURER'S OF MORTGAGES ON UNITS.

Upon written request from a holder, insurer or guarantor of a first mortgage on any unit, the Directors of the Association shall provide said holder, insurer or guarantor with timely written notice of:

- (a) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders;
- (b) Any condemnation loss or any casualty loss which affects a material portion of the Red Lodge Mountain Homes West project or which affects any unit on which there is a first mortgage held, insured or guaranteed by such holder, insurer or guarantor;
- (c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;
- (d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

22. AMENDMENT.

Prior to completion of construction by Developer, Developer reserves the right to amend this Declaration, and any subsequently recorded Declaration, as provided in section 5 above. Any amendment other than those permitted by the provisions of section 5 above shall require consent of seventy-five percent (75%) of the unit owners; no amendment shall be effective prior to completion of construction of all units unless approved by Developer.

After completion of construction of all units by Developer, and recordation of the final Declaration, the provisions of the Declaration, except section 14, shall be amended only by affirmative vote of seventy-five percent (75%) of the unit owners. A change in any of the following must also be approved by eligible mortgage holders who represent at least 51% of the votes of units subject to mortgages held by eligible mortgage holders:

- (a) Voting rights;
- (b) Responsibility for maintenance and repairs;
- (c) Reallocation of interests in general or limited common areas or rights to their use other than as set forth in this Declaration;
- (d) Redefinition of any unit boundaries for completed units after conveyance by Developer;

- (e) Conversion of units to common areas or vice versa, other than as provided in this Declaration;
- (f) Expansion or contraction of the project, or the addition or withdrawal of property to or from the project other than as provided in this Declaration;
- (g) Restrictions on leasing of units;
- (h) Imposition of restrictions on an owner's right to sell his or her unit; and
- (i) Restoration or repair of the project in a manner other than as provided in this Declaration.

All amendments to the Declaration shall be recorded in the office of the Carbon County Clerk and Recorder, Red Lodge, Montana.

DATED this 18 day of May, 1995.

LANGLAS HOMES, INC.

By: David C. Langlas
DAVE LANGLAS, President

Attest: [Signature]
By: [Signature]
Its Secretary

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 18th day of May, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DAVE LANGLAS, known to me to be the President of LANGLAS HOMES, INC., the corporation that executed the within instrument, and acknowledged to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.



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

Diana L. King
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires May 5, 1999

CONSENT OF LENDER

The undersigned Beneficiary of a Trust Indenture on the above-described real property hereby consents to conversion of said property and the improvements therein to Condominiums and to the recordation of this Declaration of Unit Ownership.

RED LODGE GRIZZLY PEAK, INC. a
Montana Corporation

By: _____
Its _____

"LENDER"

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 22nd day of May, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Steven A. Corning, known to me to be the Director of RED LODGE GRIZZLY PEAK, INC., the corporation that executed the within instrument, and acknowledged to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

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



Kristi K. Faw
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires July 21, 1995

STATE OF MONTANA
DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 through 76-4-131, MCA 1979)

TO: County Clerk and Recorder
Carbon County
Red Lodge, Montana

No. 5-95-C3-7
256K

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Mountain Vista Circle Condominium or otherwise known as Red Lodge Mountain Homes West** consisting of 21 condominium units have been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by Section 76-4-101 through 76-4-131, MCA 1979 and the rules of the Department of Health and Environmental Sciences made and promulgated pursuant thereto have been submitted and found to be in compliance therewith, and,

THAT the approval of the subdivision is made with the understanding that the following conditions shall be met:

THAT the number of units as indicated on the site plan and in the Declaration of Unit Ownership to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT each unit shall be used for one single-family dwelling, and,

THAT the public water supply system, public sewage treatment system and storm drainage will be provided by the City of Red Lodge, and

THAT within 90 days after construction is completed upon a public water system or wastewater system or upon an extension of or addition to such a system, the professional engineer shall certify to the Department that the construction, alteration or extension was completed in accordance with the plans and specifications approved by the Department, and,

THAT project certification shall be accompanied by a complete set of "as-built" drawings bearing the signature and seal of the professional engineer, and,

THAT the developer and/or owner shall provide each purchaser of property with a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,


Page 2 of 2
Mountain Vista Circle Condominiums
(Red Lodge Mountain Homes West)
E.S. #5-95-C3-7
Carbon County

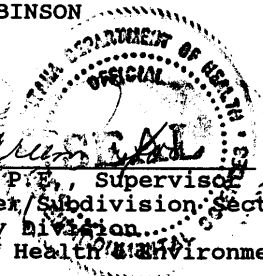
THAT departure from any criteria set forth in the approved plans and specifications and Title 16, Chapter 16, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Health and Environmental Sciences.

DATED this 12th day of May, 1995.

ROBERT J. ROBINSON
DIRECTOR

By:


Jim Melstad, P.E., Supervisor
Drinking Water/Subdivision Section
Water Quality Division
Department of Health & Environmental
Sciences



Owner's Name: Langlas Homes

CERTIFICATE

The undersigned, being the duly authorized agent of the Department of Revenue of the State of Montana, within the County of Carbon, herewith executes the following certificate relating to RED LODGE MOUNTAIN HOMES WEST situated on the following described real property:

Lot 3 in Block 2 of Red Lodge Country Club Estates, Plat No. 1318, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 231154.

The undersigned herewith certifies that:

1. The name "RED LODGE MOUNTAIN HOMES WEST" is in compliance with 70-23-303, MCA; and
2. All taxes and assessments due and payable for the said real property have been paid to date.

DATED this 15th day of August, 1995.

Carbon County Assessor

By: Jane Swanson - Wene
Deputy

STATE OF MONTANA, } ss.
COUNTY OF CARBON, }

This instrument file # 274106 was filed in my office this 17th day of August, 1995 at 4:05 o'clock pm.

Roger D. Newman
County Clerk & Recorder

By: Barbara M. Thormaker Deputy
fee \$60.00 pd

BY-LAWS OF RED LODGE MOUNTAIN HOMES WEST OWNERS ASSOCIATION

1. APPLICABILITY OF BY-LAWS.

The provisions of these By-Laws are applicable to Red Lodge Mountain Homes West which has been submitted to the provisions of the Montana Unit Ownership Act pursuant to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Red Lodge Mountain Homes West is located upon the following described real property located in Red Lodge, Carbon County, Montana:

Lot 3 in Block 2 of Red Lodge Country Club Estates, Plat No. 1318
Carbon County, Montana, according to the official plat thereof on file and of record
in the office of the Clerk and Recorder of said County, under Document No.
231154.

All present or future owners, tenants, or any other person who might use the facilities of the property in any manner, are subject to the provisions of these By-Laws. The acquisition, rental, or occupancy of any of the units will signify that these By-Laws are accepted, ratified, and will be complied with.

2. MEMBERSHIP, MEETINGS AND VOTING.

(a) Each unit owner shall be a member of the Red Lodge Mountain Homes West Owners Association, hereinafter called the "Association". However, if the ownership of any unit is vested in more than one person, and while each such owner shall be a member, the co-owners or joint owners of the unit shall be deemed to be one unit owner for the purpose of voting and the determination of any required quorum. Each unit owner shall be entitled to one vote and the vote for any unit owned by more than one person shall be exercised as such co-owners may among themselves determine. Until completion or termination of the project, Developer shall be deemed the owner of each unit not yet completed and occupied and shall have one vote for each such unit.

(b) Ownership shall be determined according to the records of the Clerk and Recorder of Carbon County, Montana; except that a personal representative, conservator or trustee may vote in person or by proxy with respect to any unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. Owners shall also include those purchasing units under purchase contracts who have an equitable interest in the unit as disclosed by the public record in the office of the Carbon County Clerk and Recorder, and in such an event the equitable owner shall be considered as the only owner of such unit.

(c) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary on or before the appointed time of the meeting. Whenever a unit is owned by two or more persons, the vote therefor may be exercised by any one of such persons present in the absence of protest by the other or others.

(d) The annual meeting of the Association shall be held on the second Saturday of June, of every year at 2:00 p.m. Additional regular and special meetings of the Association may be held at such times and places as shall be agreed upon by the unit owners. Notice of all meetings shall be given to each member personally or by mail, telephone or telegraph, at least 10 days prior to the day named for such meeting. The presence, in person or by proxy, a majority of the unit owners at such meetings of the Association shall be required for the transaction of any business by the Association.

(e) The Association shall have the responsibility of electing directors to administer the operation of Red Lodge Mountain Homes West. Approval of all decisions and resolutions of the Association which require the approval of unit owners may be obtained by vote, at an annual or special meeting, or by written ballot or petition, circulated among the owners.

3. BOARD OF DIRECTORS.

(a) The affairs of the Association shall be governed by a Board of Directors composed of 3 owners, each of whom shall be elected by the unit owners; provided, however, that Dave Langlas, and Stephen Langlas, as representatives of Developer, shall serve as Directors until three years after Developer begins construction of the project, or until 4 months after sale of 14 units, whichever occurs first. Thereafter, Stephen Langlas shall serve as Director until all units have been completed and sold. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law, the Declaration, or these By-Laws directed to be exercised by the unit owners.

(b) In addition to the powers and duties provided by law, the Declaration, these By-Laws, or by resolution of the Association, the Board of Directors shall have the following powers and duties:

- (1) To enforce the provisions of the Declaration of unit ownership and these By-Laws by appropriate action.
- (2) To determine the amount of any necessary assessments payable by the unit owners, for the purposes set forth in Section 8 herein, and to allocate and assess said expenses between unit owners in proportion to their respective interests in the common elements. Assessments shall include reserve funds for major repairs. The Board shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the

BY-LAWS OF RED LODGE MOUNTAIN HOMES WEST OWNERS ASSOCIATION

1. APPLICABILITY OF BY-LAWS.

The provisions of these By-Laws are applicable to Red Lodge Mountain Homes West which has been submitted to the provisions of the Montana Unit Ownership Act pursuant to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Red Lodge Mountain Homes West is located upon the following described real property located in Red Lodge, Carbon County, Montana:

Lot 3 in Block 2 of Red Lodge Country Club Estates, Plat No. 1318
Carbon County, Montana, according to the official plat thereof on file and of record
in the office of the Clerk and Recorder of said County, under Document No.
231154.

All present or future owners, tenants, or any other person who might use the facilities of the property in any manner, are subject to the provisions of these By-Laws. The acquisition, rental, or occupancy of any of the units will signify that these By-Laws are accepted, ratified, and will be complied with.

2. MEMBERSHIP, MEETINGS AND VOTING.

(a) Each unit owner shall be a member of the Red Lodge Mountain Homes West Owners Association, hereinafter called the "Association". However, if the ownership of any unit is vested in more than one person, and while each such owner shall be a member, the co-owners or joint owners of the unit shall be deemed to be one unit owner for the purpose of voting and the determination of any required quorum. Each unit owner shall be entitled to one vote and the vote for any unit owned by more than one person shall be exercised as such co-owners may among themselves determine. Until completion or termination of the project, Developer shall be deemed the owner of each unit not yet completed and occupied and shall have one vote for each such unit.

(b) Ownership shall be determined according to the records of the Clerk and Recorder of Carbon County, Montana; except that a personal representative, conservator or trustee may vote in person or by proxy with respect to any unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. Owners shall also include those purchasing units under purchase contracts who have an equitable interest in the unit as disclosed by the public record in the office of the Carbon County Clerk and Recorder, and in such an event the equitable owner shall be considered as the only owner of such unit.

(c) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary on or before the appointed time of the meeting. Whenever a unit is owned by two or more persons, the vote therefor may be exercised by any one of such persons present in the absence of protest by the other or others.

(d) The annual meeting of the Association shall be held on the second Saturday of June, of every year at 2:00 p.m. Additional regular and special meetings of the Association may be held at such times and places as shall be agreed upon by the unit owners. Notice of all meetings shall be given to each member personally or by mail, telephone or telegraph, at least 10 days prior to the day named for such meeting. The presence, in person or by proxy, a majority of the unit owners at such meetings of the Association shall be required for the transaction of any business by the Association.

(e) The Association shall have the responsibility of electing directors to administer the operation of Red Lodge Mountain Homes West. Approval of all decisions and resolutions of the Association which require the approval of unit owners may be obtained by vote, at an annual or special meeting, or by written ballot or petition, circulated among the owners.

3. BOARD OF DIRECTORS.

(a) The affairs of the Association shall be governed by a Board of Directors composed of 3 owners, each of whom shall be elected by the unit owners; provided, however, that Dave Langlas, and Stephen Langlas, as representatives of Developer, shall serve as Directors until three years after Developer begins construction of the project, or until 4 months after sale of 14 units, whichever occurs first. Thereafter, Stephen Langlas shall serve as Director until all units have been completed and sold. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law, the Declaration, or these By-Laws directed to be exercised by the unit owners.

(b) In addition to the powers and duties provided by law, the Declaration, these By-Laws, or by resolution of the Association, the Board of Directors shall have the following powers and duties:

- (1) To enforce the provisions of the Declaration of unit ownership and these By-Laws by appropriate action.
- (2) To determine the amount of any necessary assessments payable by the unit owners, for the purposes set forth in Section 8 herein, and to allocate and assess said expenses between unit owners in proportion to their respective interests in the common elements. Assessments shall include reserve funds for major repairs. The Board shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the

Association.

- (3) To impose special assessments for approved capital expenses, and for emergencies, as they are incurred.
- (4) To send written notice of each change in regular assessments to every owner subject thereto at least twenty (20) days in advance of each change in monthly assessments, and to send written notice of each special assessment to each owner at least thirty (30) days before its due date.
- (5) To record a lien against any property for which assessments are not paid within thirty (30) days after the date when due.
- (6) To foreclose the lien against any property for unpaid assessments or to bring an action at law against the owner personally obligated to pay the same.
- (7) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (8) To procure and maintain liability, fidelity, and hazard insurance as required herein.
- (9) To pay all taxes and assessments, if any, imposed on the common areas, and to pay all contracted for debts of the Association.
- (11) To grant and accept easements, permits, and licenses on behalf of all unit owners as necessary for the proper operation of the project.
- (12) In its discretion, to delegate any of the above-mentioned powers and duties to one or more officers or employees of the Association, to a committee appointed by the Board, or to an independent contractor, agent or manager.
- (13) To supervise all officers, agents and employees of the Association, to insure that they properly perform their duties.
- (14) To contract for repairs, maintenance, alterations, additions and improvements to the common elements, to the driveways, and to the exterior of buildings, consistent with managing Red Lodge Mountain Homes West in the best interest of the unit owners.
- (15) Upon written request from any person, agency or corporation having an interest or prospective interest in a unit, to furnish within a reasonable time a financial statement of the Association for the immediately preceding tax year, prepared and approved by a certified public accountant, or at the request of an owner or mortgage holder, to have an audited financial statement prepared at the requesting party's expense.
- (16) To provide any notices required by these By-Laws or the Declaration of Unit Ownership for Red Lodge Mountain Homes West.
- (17) To review and approve or disapprove all requests from unit owners for consent to modify, alter or add to the exterior of a completed home or garage, or any limited or general common element.

(c) The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the unit owners of all of the units and for each of them to manage, control and deal with the interests of such unit owners in the common elements, and the exterior of the buildings, as necessary to permit the Board of Directors to fulfill all of its powers rights, functions and duties.

(d) The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each unit owner, each mortgagee, other named insureds, and their beneficiaries and any other holder of a lien or other interest in Red Lodge Mountain Homes West to:

- (1) adjust and settle all claims arising under insurance policies purchased by the Board of Directors;
- (2) execute and deliver releases upon the payment of claims; and
- (3) act on their behalf in any condemnation proceeding or act of eminent domain.

Provided, however, that the consent of the mortgagee shall be required if such mortgagee notifies the Board of Directors within thirty (30) days after receipt of notice of the damage or notice of the taking in condemnation or by eminent domain.

(e) The directors shall be elected at the first meeting of the Association and the term of office of each director shall expire annually whereupon the Association shall hold a meeting to elect Directors. Except as otherwise provided in Section 3(a) above, any director may be removed from office by the majority vote of the unit owners and any vacancies in the Board of Directors shall be filled in the manner provided for the election of directors with each person so selected serving the balance of the unexpired term.

(f) Except as otherwise provided in Section 3(a) above, Directors shall be nominated by a **Nominating Committee composed of one member of the Board of Directors and two or more unit owners** appointed by the outgoing Board of Directors. The unit owners so appointed shall not be members of the outgoing Board of Directors. A list of persons nominated shall be distributed to all unit

owners, attached to written notice of the annual meeting. Additional nominations may be made from the floor at the annual meeting. Each unit owner shall be entitled to one vote for each vacancy in the Board of Directors; cumulative voting shall be permitted. The candidates receiving the largest number of votes shall serve as directors for the coming year. No person shall serve as a director for more than three consecutive years.

(g) No compensation shall be paid to directors for their services as directors unless salaries for directors are approved by 75% of the unit owners. However, directors shall be reimbursed for actual expenses incurred in the performance of their duties. The Board of Directors may engage the services of a manager or managing agent.

(h) Regular and special meetings of the Board of Directors may be held at such times and places as shall be determined by the directors. Notice of such meetings shall be given to each director and to the Secretary and President of the Association, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. A majority of directors shall be needed for a quorum. All such meetings shall be open to all members of the Association. Information concerning major actions by the Board shall be promptly disseminated to all members of the Association in a manner to be determined by the Board.

(i) The officers and Directors of the Association shall not be liable to the Association or any unit owner for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. The unit owners and the Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless such contract shall have been in bad faith or contrary to the provisions of the Montana Unit Ownership Act or the Declaration of Unit Ownership for Red Lodge Mountain Homes West or these By-Laws, except to the extent that such liability is satisfied by directors and officers' liability insurance. Officers and directors shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any unit owner arising out of any contract made by the officers or Board of Directors or out of the indemnification of the officers or directors or for damages as a result of injuries arising in connection with the common elements solely by virtue of ownership of a common element or an interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by the owner's percentage of interest in the common elements. Every agreement made by the officers or Board of Directors on behalf of the Association shall, if obtainable, provide that the officers or the directors, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder, except as unit owners, and that each unit owner's liability thereunder shall be limited to the total liability thereunder multiplied by that owner's percentage of interest in the common elements. 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 completed action, suit or proceeding by reason of the fact that the person is or was an officer or director of the Association against expenses, including attorney fees, judgments, fines and amounts paid in settlement incurred by the person in connection with such action, suit or proceeding if the officer or director acted in good faith and in a manner the officer or director reasonably believed to be in, or not opposed to, the best interest of the Association.

4. OFFICERS.

(a) The Board of Directors shall annually elect a President, Secretary, and Treasurer. The Board, in its discretion, may also elect a Vice-President. No two offices may be held by the same person except the offices of Secretary and Treasurer. The officers of the Association shall hold office at the pleasure of the Board, and in the event of a vacancy the Board shall elect a successor at any regular meeting or at any special meeting called for such purpose.

(b) Stephen Langlas and Dave Langlas, as representatives of Developer, shall serve as interim President and Secretary, respectively, until the first annual meeting of the Association.

(c) The President shall preside at all meetings of the Association and of the Board of Directors, and shall have general supervision over the affairs of the Association and its officers and all of the powers and duties usually vested in the office of President and shall also perform such other duties as from time to time may be imposed by the Board of Directors. The Vice-President, if any, shall act in the place of the President, in the President's absence, and shall have such other duties as may be assigned by the Board of Directors. The Secretary shall keep all books and records of the Association and the Board of Directors and record all minutes of meetings of both, shall keep a record of all members of the Association, and shall serve all required notices. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate itemized accounts of all receipts and disbursements in books belonging to the Association, in chronological order. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the

name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. All Association checks over \$500.00 shall be signed by two officers.

(d) Any officer may be compensated, in a reasonable amount, as determined by the Board of Directors, with approval of a majority of the unit owners.

5. INSPECTION OF RECORDS.

The books, records and papers of the Association shall be open for inspection by any unit owner and by holders, insurers and guarantors of first mortgages on units at any reasonable time.

6. EMERGENCY ACCESS.

Directors shall have the right to enter any unit in case of an emergency originating in or threatening such unit whether or not the owner or occupant is present at the time.

7. INSURANCE.

(a) The Board of Directors shall cause the common element improvements to be insured against loss or damage by fire and related casualty in the amount representing the full insurable value thereof as determined by the Board. The cost for such insurance shall be a part of the common expense. The carrying of such insurance shall not preclude any unit owner from carrying insurance at his own cost for his own benefit, subject to the conditions set forth in sub-section (k) of this section.

(b) All insurance policies purchased by the Board shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the Association or its members, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees and contract sellers of units. Duplicate originals of all new policies of physical damage insurance and liability insurance purchased by the Board and of all renewals thereof, together with proof and payment of premiums, shall be delivered to all mortgagees and contract sellers of units at least ten (10) days prior to expiration of the then current policies. Annually, the Board of Directors shall obtain an appraisal from an insurance company or other knowledgeable person or business, of the full replacement value of the covered improvements, without deduction of depreciation, for the purpose of determining the amount of physical damage insurance to be effective pursuant to this section.

(c) The Board of Directors shall cause public liability and property damage insurance to be carried, insuring the Association and the unit owners for liability for personal injuries to, or the death of, any person, or damage to property resulting from the ownership, use or occupancy of the common elements, with policy limits to be determined by the Board, but no less than \$1,000,000. The cost of such insurance shall be a common expense.

(d) The Board of Directors shall purchase fidelity insurance coverage for all persons handling Association monies, naming the Association as insured, in an amount equal to the maximum funds held by the Association. If the Board employs a management agent, the agent must have its own fidelity insurance policy, providing the same coverage required above.

(e) The Association's casualty, liability and fidelity insurance policies shall require the insurer to notify the Association and each first mortgage holder, in writing, of any cancellation or substantial change to the policy at least ten (10) days prior to the date on which such cancellation or change takes effect.

(f) In the event of a loss exceeding One Thousand Dollars (\$1,000.00), all Association insurance proceeds shall be paid to the designee of the Board of Directors as Trustee for disbursement.

(g) Each policy shall contain a standard mortgagee clause in favor of each mortgagee or trust indenture beneficiary, or contract of sale endorsements in favor of the contract sellers of any units.

(h) The Board of Directors shall review the adequacy of limits of coverage of insurance policies and report annually its opinion regarding same to the membership of the Association at its annual meeting.

(i) The Association's casualty insurance must be written by an insurance carrier meeting the rating requirements established by FNMA (Fannie Mae).

(j) **Owners must purchase their own casualty and liability insurance on their units. Such insurance will not be purchased by the Association.** All policies shall name the Association as co-insured. Insurance monies covering damage to the exterior of the unit shall be payable to the Association, to be used by the Association for repair of damage to the exterior of the unit insured. Units which are repaired or replaced after casualty shall conform, in style, quality and appearance, to the unit as it existed prior to the casualty.

(k) All policies purchased by unit owners shall contain waivers of subrogation and provide that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such insurance carried by any unit owner.

(l) Insurance payments for a casualty loss insured by the Association shall be applied by the Trustee to repair or replacement of the damaged property, except in the event of a total loss of all units

and a decision to remove the property from the provisions of the Montana Unit Ownership Act. In the event the property is removed from the provisions of the Act, insurance proceeds shall be paid to each unit owner and the holder of any mortgage or trust indenture on the unit, in proportion to that unit's undivided interest in common elements, after deduction of all costs of clean-up.

8. ASSESSMENTS FOR COMMON EXPENSES.

(a) The owner of each completed unit shall be obligated to pay monthly and special assessments for common expenses imposed by the Association. The Board of Directors shall, prior to the annual meeting, prepare an Association budget for the coming year. A copy of that budget, together with a statement of the amount of each monthly assessment for the coming year, shall be delivered to each unit owner at least one week before the annual meeting. Each monthly assessment shall be equal to the total estimated common expenses for the coming year, including a reasonable reserve allowance for contingencies, divided by twelve. Assessments shall be due and payable on the first day of each month. If an annual budget is not prepared as required, the monthly assessment due shall be equal to the amount of the monthly assessment for the previous year until changed by the Board of Directors, after preparation of a new budget. Notice of any new assessment amount shall be given, by mail or otherwise, to each unit owner at least twenty (20) days in advance of the first payment due date for that assessment. Except for changes in the amount of the monthly assessments, no bills or other notices that monthly assessments are due need be given by the Association. Assessments shall be based upon and computed by using the percentile interest that each unit owner has in the common elements.

(b) All sums collected by the Association from assessments may be commingled in a single fund but they shall be held for the unit owners in their respective share in which they are paid and shall be credited to the account of the payee unit from which shall be paid the expenses for which the respective assessments are made.

(c) Assessments paid more than 10 days after the date when due, shall bear interest at the rate of ten percent (10.0%) per annum from the date when due until paid. All payments upon assessments shall be applied first to interest and then to the earliest assessment due.

(d) No owner of a unit may exempt himself from liability for his or her contribution toward any common expense by waiver of the use or enjoyment of those items paid for or by abandonment of the unit.

(e) Regular monthly assessments shall commence at the time of the first conveyance or occupation of a unit and the rate shall continue in effect until changed by the Board of Directors.

(f) Assessments may be made by the Board of Directors for capital improvements only upon an affirmative vote of sixty-six percent (66%) of all of the unit owners entitled to vote; provided, however, that no assessments for capital improvements shall be made until all of the units have been constructed and sold by the Developer, without the express written consent of Developer.

(g) No unit owner shall be entitled to receive the balance in that owner's assessment account from the Association upon sale of the owner's unit. The account balance shall pass with sale of the unit, to the credit of the new unit owner. This provision shall not be deemed to prohibit a selling owner from collecting the balance of that owner's assessment account from a purchaser.

(h) Assessments, together with interest, costs of collection, costs of suit, and reasonable attorneys' fees, shall be a charge on the unit and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs of collection, costs of suit, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the unit at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

9. RULES AND REGULATIONS.

Administrative rules and regulations concerning the use of the common elements may be promulgated and amended by the Board of Directors with the approval of a majority of the unit owners, provided however, that no restrictions on the use of Red Lodge Mountain Homes West property in addition to those established in these By-Laws shall be effective until such time as all units have been sold by Developer.

A copy of the current rules and regulations shall be provided to each unit owner by the Secretary of the Association, without cost, upon receipt of a request therefor.

10. WORKING CAPITAL.

The Developer, as agent of the Board of Directors, shall collect from the initial purchaser of each unit, at the time of closing, an initial capital payment of an amount equal to the Buyer's prorata share of insurance for the year plus an amount equal to two monthly assessments. The Developer shall be entitled to retain the Buyers pro-rata share of insurance for the current premium period if Developer paid the premium for the unit sold for that period; otherwise the premium shall be paid to the Association's

insurance agent. The remaining funds so collected shall be delivered to the Board of Directors to provide the necessary working capital for the Association. Such funds may be used for certain prepaid items, including insurance, initial maintenance, equipment, supplies, organizational costs and other start up costs and for such other purposes as the Board of Directors may determine. These funds may not be used by Developer to defray any of its expenses, construction costs, or other financial obligations. This initial capital payment shall not be deemed a prepayment of regular monthly assessments.

11. USE OF UNITS AND COMMON ELEMENTS.

(a) No part of the property shall be used for other than residential purposes except that an owner may use a portion of a unit for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; provided however, that Developer shall have the right to maintain a construction office, and a sales office on the property until all units are sold.

(b) The limited common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of the units.

(c) Owners shall be responsible for promptly cleaning up after their pets.

(d) No domestic livestock or poultry may be kept or raised in any unit or on the common elements.

(e) No unit owner shall lease a unit for an initial term of less than seven (7) days. Any lease or rental agreement shall be in writing and shall subject the Tenant to the provisions of these By-Laws, the Declaration of Unit Ownership for Red Lodge Mountain Homes West, and all rules and regulations adopted by the Association.

(f) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to the unit owners or which interferes with the peaceful possession or proper use of the property.

(g) Nothing shall be done in, on or to any unit or in, on or to the limited or general common elements which will impair the structural integrity of a building.

(h) Except as otherwise provided in this sub-paragraph, no unit owner or occupant shall erect or place in or the limited or general common areas, any building or structure, including walls, patios and decks, nor make any additions or alterations to any common areas, or to the exterior of his home or garage, except in accordance with plans and specifications approved by the Red Lodge Mountain Homes West Board of Directors. No TV antennas, satellite dishes, wiring or any other device shall be installed on the exterior of any building, or on common elements without prior written approval of the Board of Directors. In evaluating proposed additions or alterations, the Board of Directors shall consider the harmony of external design, scale, color and type and quality of materials and harmony with existing structures, the location relative to existing structures, the cost of maintaining the addition or alteration, if that cost is to be borne by the Association, and any interference with enjoyment of the affected common area by neighboring unit owners. If plans and specifications are not approved in writing by the Board within thirty (30) days after submission, they shall be deemed disapproved. Owners may plant trees, shrubs and gardens within 3 feet of the foundation of their unit, or within 3 feet of their patio, without consent of the Board, provided that owners maintain all such landscaping changes at their own expense. Owners may fence their patio, extending up to an area three feet beyond the perimeter of the patio, but the color, material, design and height of the fence must first be approved by the Board of Directors, in writing. No other fences shall be permitted on the common areas, without consent of sixty-six percent (66%) of the unit owners. Changes or additions to the exterior of the units and to the common elements may also require consent of the Declarant, pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions of Red Lodge Country Club Estates. It shall be the responsibility of the unit owner to obtain any required consent of the Declarant, and to pay any review fees charged by the Declarant. This subsection shall not apply to construction of new units by developer, nor completion of common elements by Developer, including landscaping.

(i) Hot tubs shall not be permitted on common elements. Hot tubs may be installed on patio's only if screened from view of the neighboring units.

(j) Unit owners shall promptly perform all maintenance and repair work within their own units which, if omitted, would affect any common element, and each unit owner shall be responsible for all damages and liabilities created by such failure to maintain or repair.

(k) All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any common element or outside any building; trash containers must be kept inside the garage except on collection days.

(l) Residents and their guests shall exercise care about making noise which may disturb other

residents. No unit owner shall operate or permit to be operated any sound producing device in a unit or on common areas between the hours of 11:00 p.m. and the following 7:00 a.m. if such operation shall disturb or annoy other residents or unit owners. Noise made by construction workers between the hours of 7:00 a.m. and 11:00 p.m. shall not be a violation of this restriction.

(m) No unit owner shall perform any act or store anything within or immediately adjacent to a unit which might increase the rate of fire insurance for the Red Lodge Mountain Homes West project or for neighboring units, or which increases the probability of fire.

(n) No improper, offensive or unlawful use shall be made of any unit, the common areas, or any part thereof.

(o) Hanging signs, garments, rugs or the like from the common areas is prohibited; provided however, that one "for sale" sign may be displayed in front of each unit which is for sale, and construction signs, and model home signs shall be permitted until all units are sold.

(p) Unit owners shall not park vehicles in such a manner as to block sidewalks or driveways nor shall they permit any member of their family, guests or tenants to do so. Junked or non-operational vehicles and boats, trailers, snowmobiles, campers, motorhomes and RVs shall not be parked on general or limited common areas or in driveways for a period exceeding 48 consecutive hours or 5 total days in any one calendar year. Improperly parked vehicles shall be removed at the owner's expense.

12. LIABILITY OF THE ASSOCIATION.

The Association shall not be liable to any unit owner for any failure of water supply or other services to be paid for as a common expense, or for injury or damage to person or property caused by the elements, or resulting from electricity, water, snow or ice which may leak or flow over from any portion of the common elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any unit owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. This shall not be deemed to be a waiver of any liability between unit owners. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or the exterior of any unit, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any government authority. The Association shall not be liable to any unit owner for injury or damage to person or property caused by another unit owner. Any such liability shall be attributed solely to the responsible unit owner. The Association shall not be liable to any unit owner for personal injuries or injuries to property occurring on common elements.

13. AMENDMENT.

(a) Prior to completion of construction of the project, these By-Laws may be amended by Developer. All unit owners, by acceptance of a deed to any unit, shall be deemed to consent to any such amendment by Developer and to grant unto Dave Langlas, and Stephen Langlas an irrevocable power of attorney to execute, acknowledge and record such amendment on behalf of Developer.

(b) After completion of construction, these By-Laws may be amended by the Association in a duly constituted meeting called for such purpose; provided, however, that no amendment shall take effect without the approval of the Developer, until such time as all units have been sold by the Developer. No amendment shall take effect unless approved by at least 75% of the unit owners entitled to vote and until a copy of the By-Laws, as amended, certified by the President and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Carbon County, Montana; provided, however, that the By-Laws shall always include those particulars required to be included therein by the Montana Unit Ownership Act.

(c) The consent of eligible mortgage holders who represent at least fifty-one (51%) percent of the votes of units subject to mortgages held by eligible holders shall be required for any of the following:

- (i) Increases in annual assessments of more than 25% of the prior assessment;
- (ii) Reductions in the Association's reserve account;
- (iii) Changes in insurance requirements; and
- (iv) Changes in any provisions which expressly benefit mortgage holders, insurers or guarantors.

(d) The provisions of these By-Laws shall be covenants running with the land and shall be binding on all owners, their tenants and guests, for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

14. CONFLICTS.

In the event of any conflict between these By-Laws and the provisions of the Montana Unit Ownership Act, or the Declaration of Unit Ownership for Red Lodge Mountain Homes West, the latter shall govern and apply.

15. ENFORCEMENT AND WAIVER.

In the event the Board of Directors shall refuse to enforce the provisions of these By-Laws or the Declaration of Unit Ownership or duly adopted Rules and Regulations by appropriate action, any unit owner shall have the right to do so.

Failure of the Association, its Board of Directors or any of its members to enforce the provisions of these By-Laws or the Declaration of Unit Ownership for Red Lodge Mountain Homes West or any Rules and Regulations adopted by the Association shall not be deemed a waiver of the right to do so in the future.

16. DEFINITIONS.

The terms used herein shall have the definitions set forth in the Declaration of Unit Ownership for Red Lodge Mountain Homes West.

IN WITNESS WHEREOF, the undersigned, being the owner of the property to which these By-Laws apply and being the interim Chairman and Secretary of the Association, have executed this instrument as evidence of the adoption of the aforesaid By-Laws of the Association and hereby certify that the foregoing is a true and correct copy of the By-Laws of the said Association.

DATED this 18 day of May, 1995.

RED LODGE MOUNTAIN HOMES WEST
OWNERS ASSOCIATION

By: Stephen Langlas
STEPHEN LANGLAS, President

By: David C. Langlas
DAVE LANGLAS, Secretary

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 18th day of May, 1995, before me, the undersigned, a Notary Public for the State of Montana, personally appeared STEPHEN LANGLAS, known to me to be the President of the RED LODGE MOUNTAIN HOMES WEST OWNERS ASSOCIATION, and DAVE LANGLAS, known to me to be the Secretary of the RED LODGE MOUNTAIN HOMES WEST OWNERS ASSOCIATION, whose names are subscribed to the foregoing By-Laws and acknowledged to me that they executed the same.

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



Diana L. King
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires May 5, 1999

STATE OF MONTANA, } ss.
COUNTY OF CARBON, }

This instrument file # 274107 was filed in my
office this 17th day of August 1995
at 4:09 o'clock pm.

Roger D. Newman
County Clerk & Recorder

By: Barbara M. Thorne Deputy

Fee \$ 60⁰⁰ &

275509

CERTIFICATE


STATE OF MONTANA)
: ss.
County of Yellowstone)

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered engineer; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of unit #9 at 9 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of unit #9 was completed on the 20th day of December, 1995.

DATED this 21st day of December, 1995.

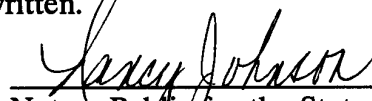

John Stewart, 4930 P.E.

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 21st day of December, 1995, before me, the undersigned Notary Public for the State of Montana, personally appeared John Stewart, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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

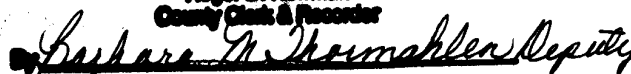


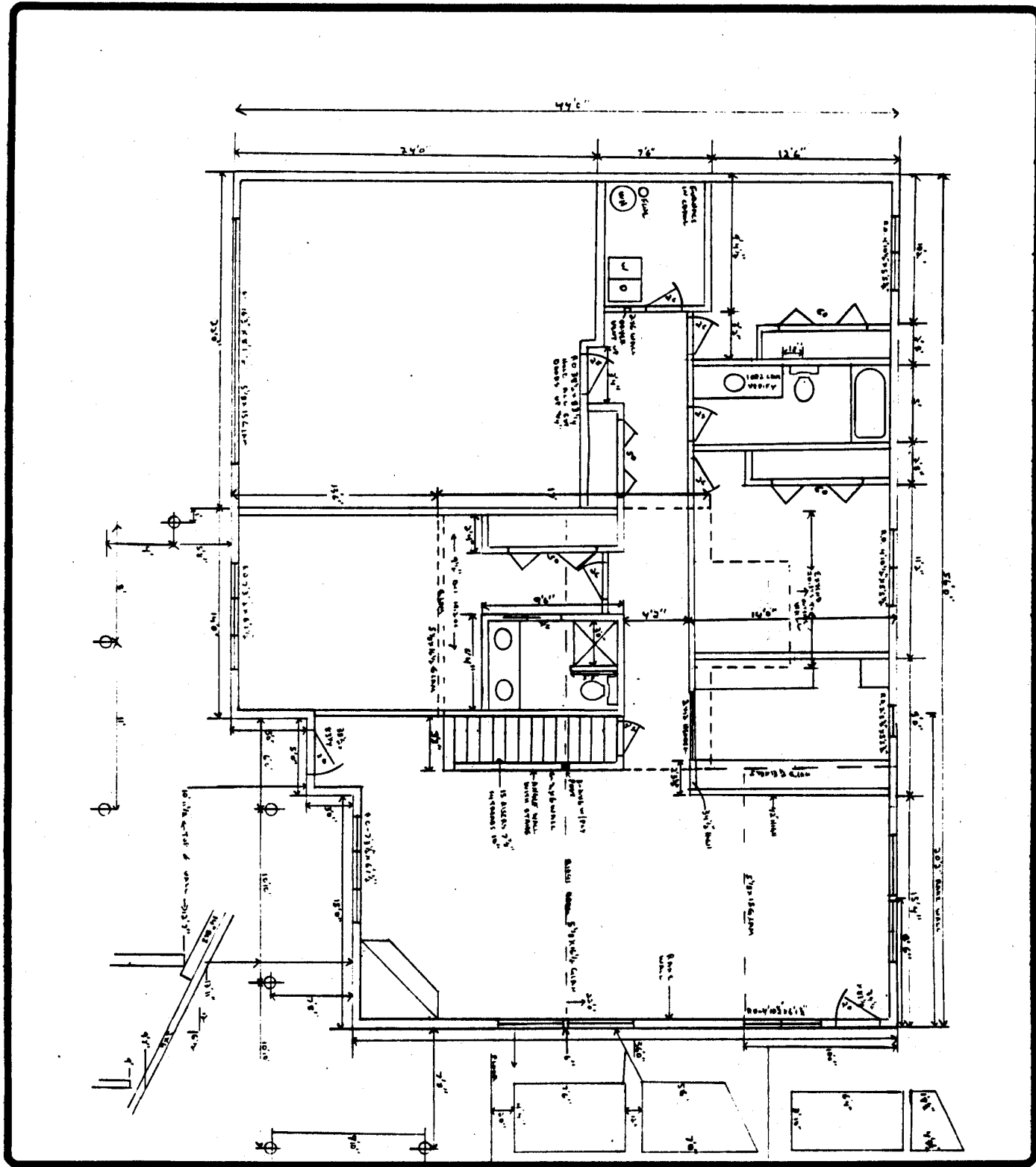

Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 5 Sep 1996

State of Montana, } ss.
County of Carbon, }

This instrument file # 275509 was filed in my
office this 23rd day of Dec, 1995
at 4:14 o'clock P.M. 83035.18 (12-21-95)

Roger D. Newman
County Clerk & Recorder


Barbara M. Thormahlen, Deputy
fee \$12.00 pd



9-5-45
1/2" = 1'
FLUSH DRAW
1043

Unit #9
 GARY & NORMA BUCHANAN
 116 MOUNTAIN VIEW CIRCLE

275556

CERTIFICATE

STATE OF MONTANA)
: ss.
County of Yellowstone)

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered engineer; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of unit #17 at 17 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of unit #17 was completed on the 20th day of December, 1995.

DATED this 21st day of December, 1995.

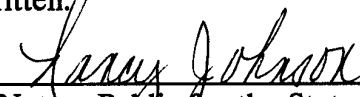

John Stewart, 4930 P.E.

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 21st day of December, 1995, before me, the undersigned Notary Public for the State of Montana, personally appeared John Stewart, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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



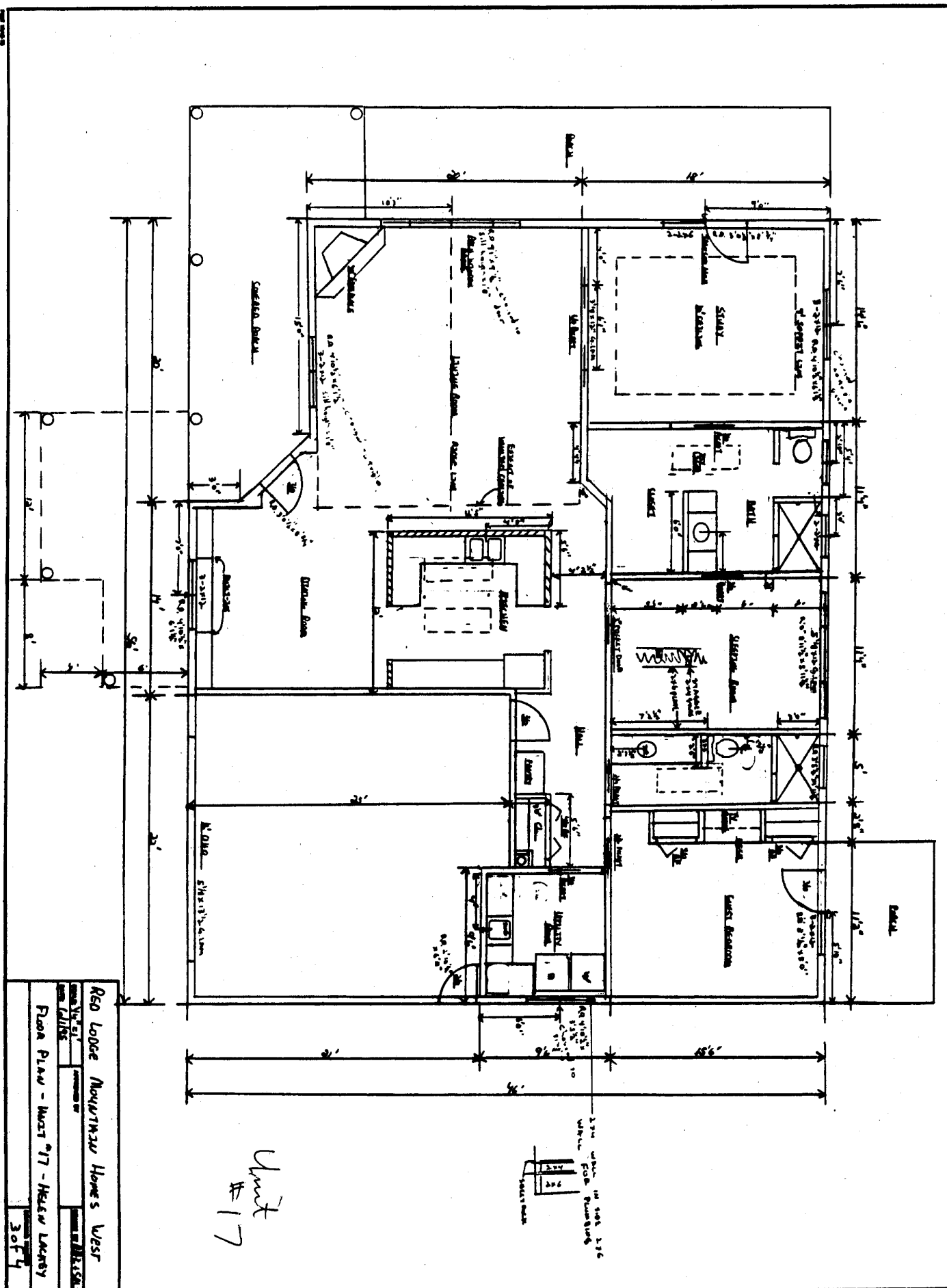

Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 5 Sep 1996

State of Montana,)
County of Carbon,) ss.

This instrument file # 275556 was filed in my office this 29th day of December, 1995 at 1:25 o'clock P.M. 83035.18 (12-21-95)

Roger D. Newman
County Clerk & Recorder

By Barbara M. Thormaehlen
fee \$12.00



277417

CERTIFICATE

STATE OF MONTANA)
 : ss.
County of Yellowstone)

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered engineer; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of unit #1 at 1 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of unit #1 was completed on the 20th day of May, 1996.

DATED this 30th day of May, 1996.



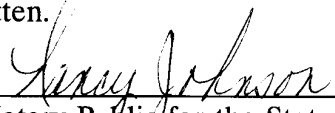
John Stewart, 4930 P.E.

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this 30th day of May, 1996, before me, the undersigned Notary Public for the State of Montana, personally appeared John Stewart, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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





Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 5 Sep 1996

State of Montana, } ss.
County of Carbon,

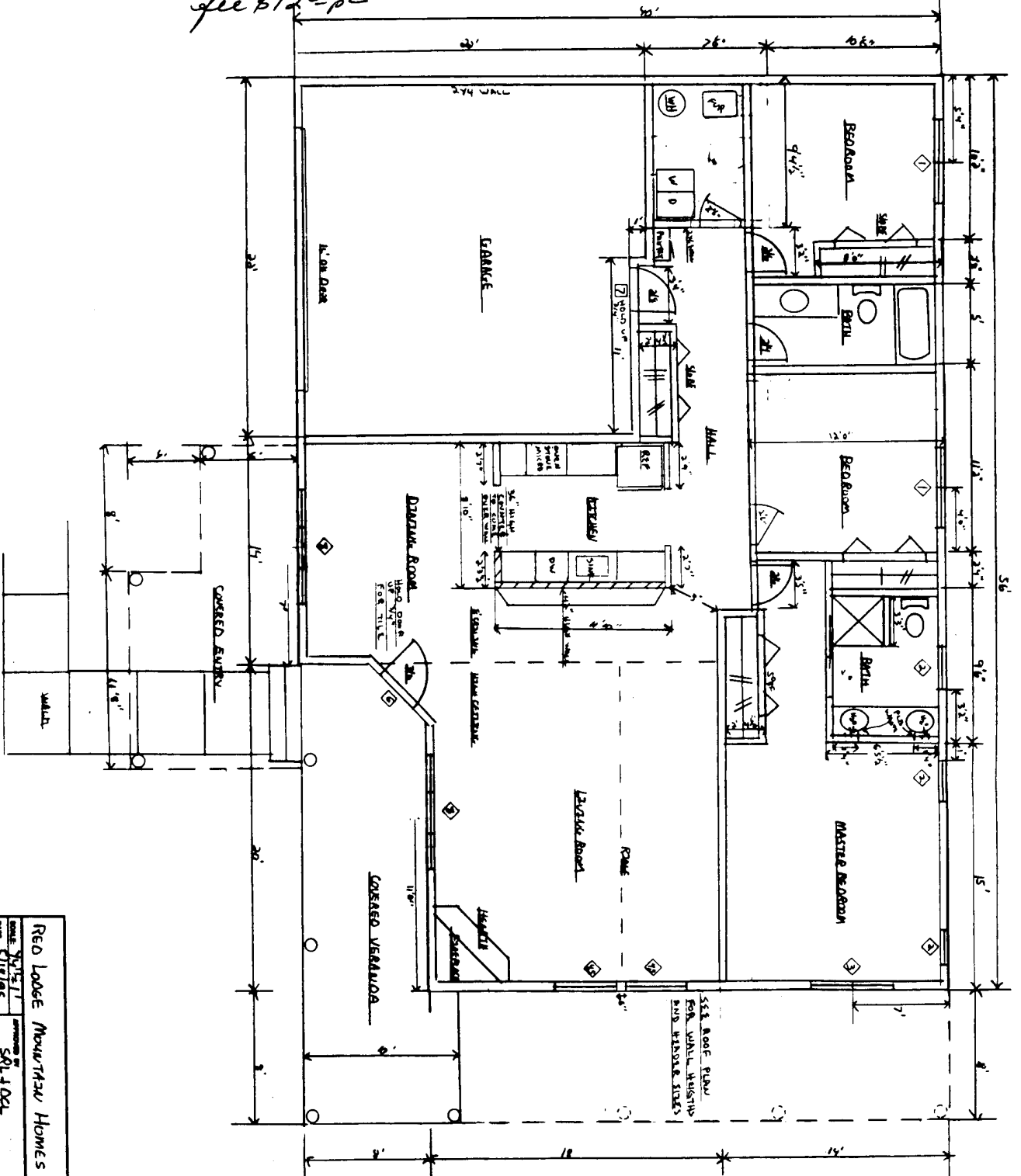
This instrument file # 277417 was filed in my
office this 17th day of June 1996
at 4:50 o'clock P.M.

Roger D. Newman
County Clerk & Recorder

By Barbara M. Thormahlen
fee \$1200.00

- Open
Window/Door openings
- ① 4' 7" 6" x 4' 5"
 - ② 2' 4" 6" x 4' 5"
 - ③ 4' 7" 6" x 5' 5"
 - ④ 3' 10" 6" x 6' 4" 6"
 - ⑤ 3' 10" 6" x 3' 7" 6"
 - ⑥ 3' 2" 6" x 6' 1" 6"
 - ⑦ 2' 10" 6" x 6' 1" 6"
 - ⑧ 5' 5" 6"

Unit #1 S&S LANEY LANE



RED LODGE MOUNTAIN HOMES WEST
UNIT #1 S&S LANEY LANE
FLOOR PLAN - UNIT A

405

277418

CERTIFICATE

STATE OF MONTANA)
 : ss.
County of Yellowstone)

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered engineer; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of unit #3 at 3 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of unit #3 was completed on the 20th day of May, 1996.

DATED this 30th day of May, 1996.



John Stewart, 4930 P.E.

STATE OF MONTANA)
 : ss.
County of Yellowstone)

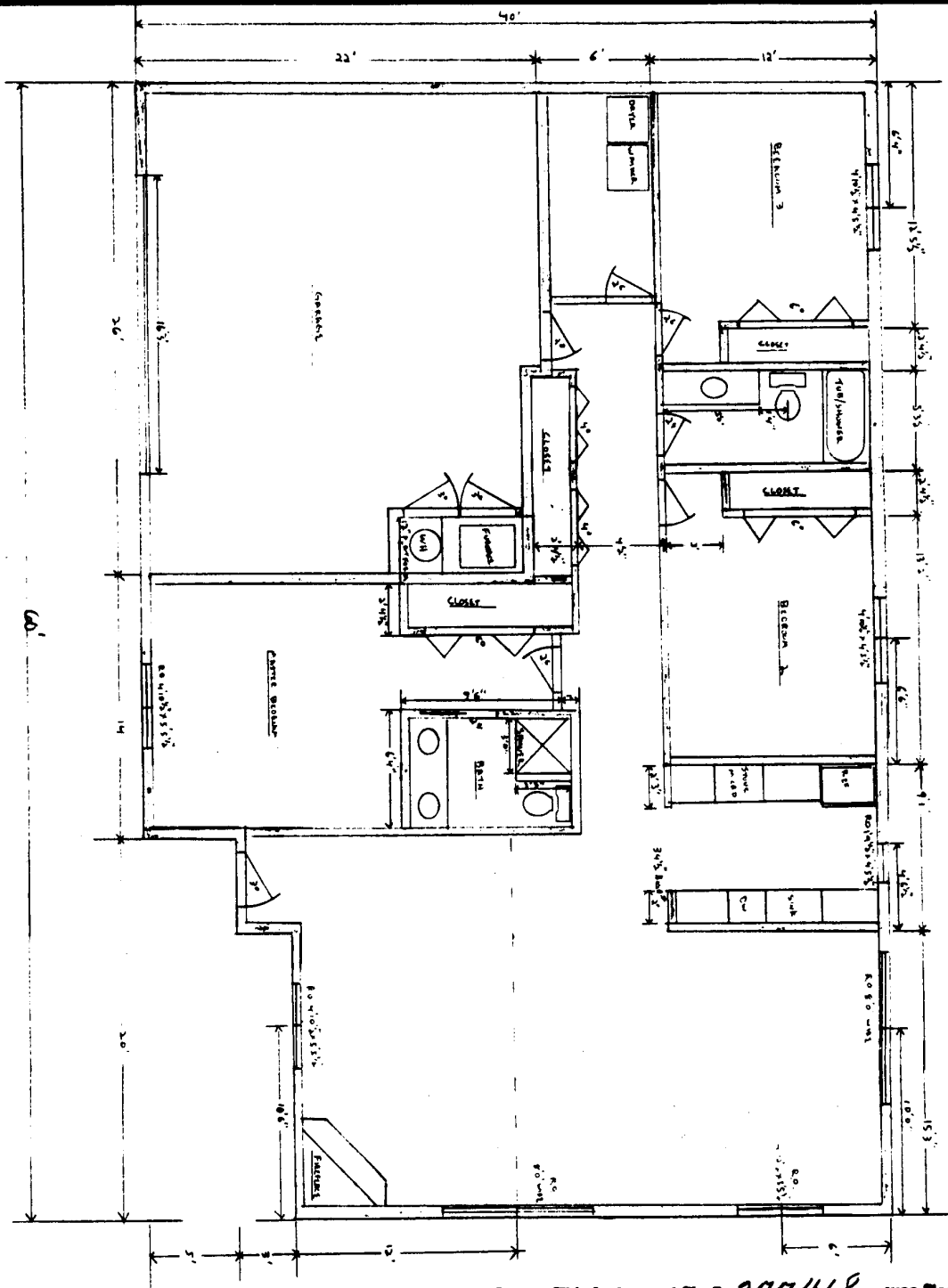
On this 30th day of May, 1996, before me, the undersigned Notary Public for the State of Montana, personally appeared John Stewart, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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




Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 5 Sep 1996

277418



UNIT # 3 JACK LAGNEY LAKE

State of Montana, }
County of Carbon, } ss.

This instrument file # 277418 was filed in my
office this 7th day of June 1996
at 4:54 o'clock P. M.

Roger D. Newman
County Clerk & Recorder

By Barbara M. Thompson
fee \$12.00 p.d.

REC LUGGE Homes West #3

DEMISE HANSON

277419

CERTIFICATE


STATE OF MONTANA)
: ss.
County of Yellowstone)

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered engineer; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of unit #8 at 8 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of unit #8 was completed on the 20th day of May, 1996.

DATED this 30th day of May, 1996.

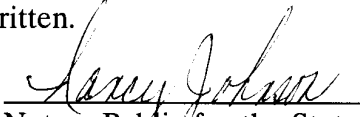

John Stewart, 4930 P.E.

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 30th day of May, 1996, before me, the undersigned Notary Public for the State of Montana, personally appeared John Stewart, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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



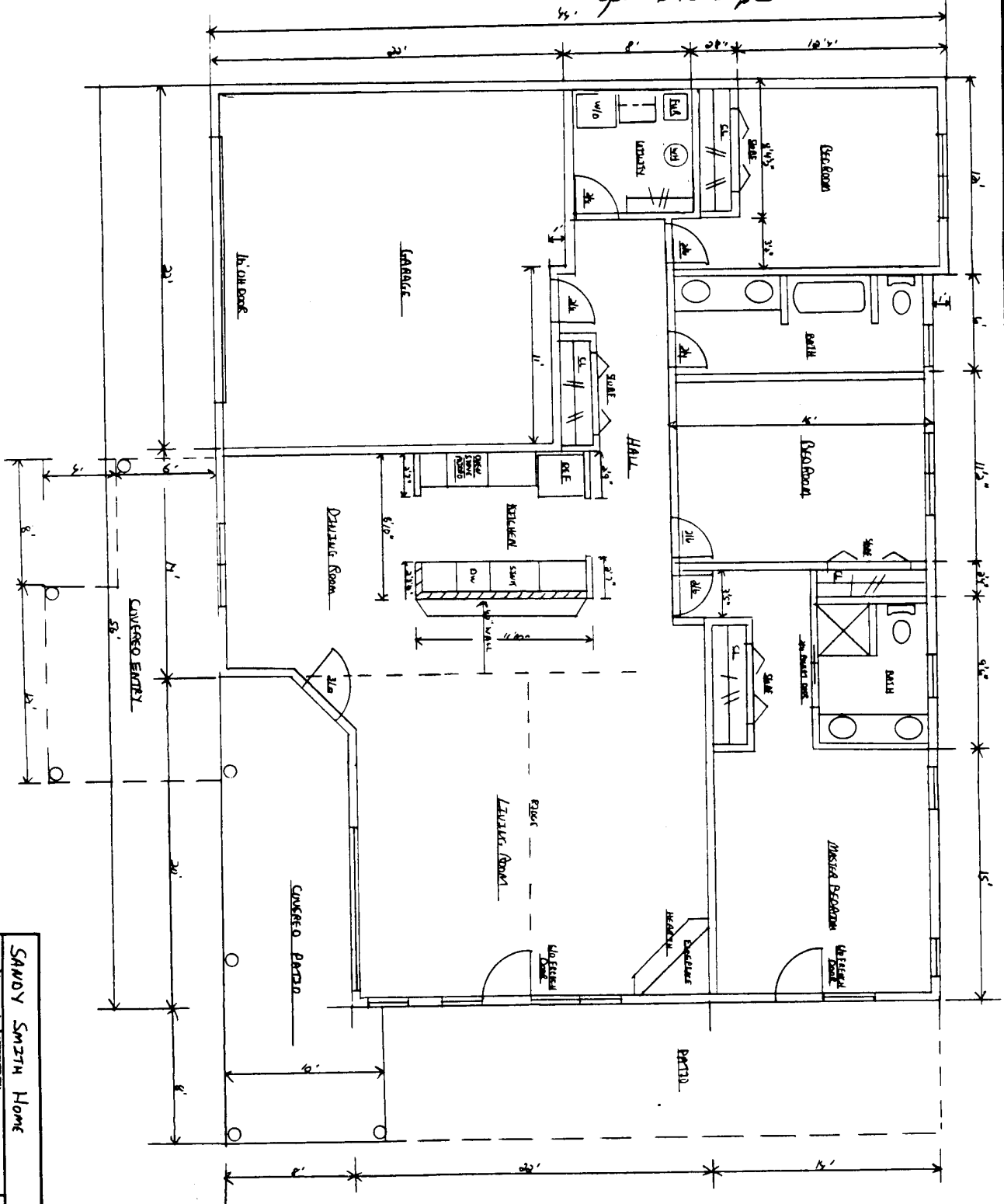

Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 5 Sep 1996

State of Montana, } ss.
County of Carbon, }

This instrument file # 277419 was filed in my
office this 7th day of June 1996
at 4:55 o'clock P.M.

Roger D. Newman
County Clerk & Recorder

By Barbara M. Thormahlen
fee \$ 12.00



Unit "8" Jack Lacey Lane

SANDY SMITH HOME	
OWNER: <u>107195</u>	RECORDED BY: <u>SRL</u>
REO LODGE MOUNTAIN HOMES WEST	
FLOOR PLAN	
3 of 4	

277420

CERTIFICATE

STATE OF MONTANA)
: ss.
County of Yellowstone)

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered engineer; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of unit #20 at 20 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of unit #20 was completed on the 20th day of May, 1996.

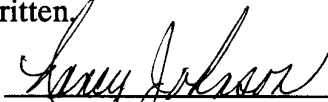
DATED this 30th day of May, 1996.


John Stewart, 4930 P.E.

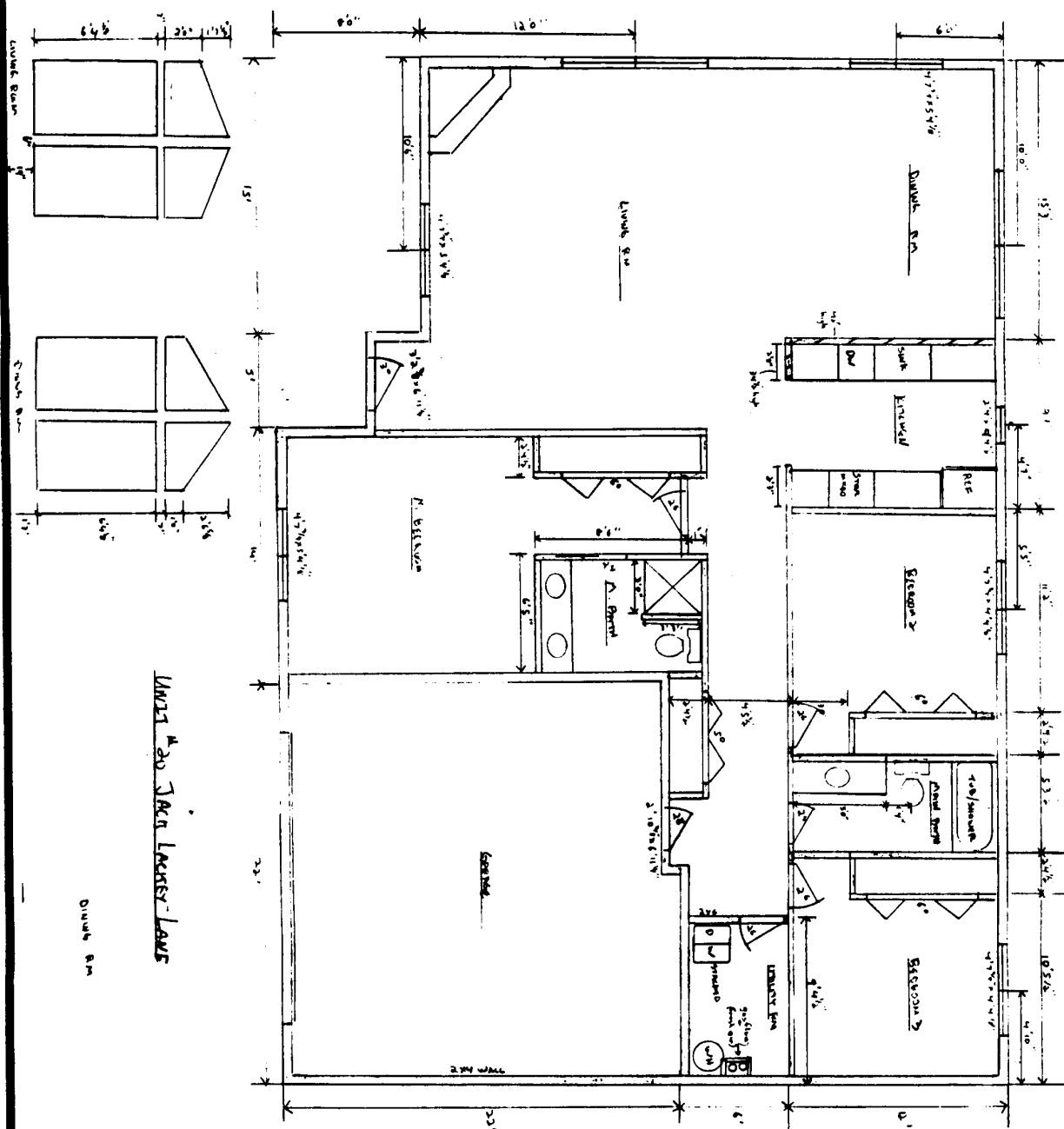
STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 30th day of May, 1996, before me the undersigned Notary Public for the State of Montana, personally appeared John Stewart, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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


Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 5 Sep 1996





State of Montana, } ss.
County of Carbon,

This instrument file # 277420 was filed in my
office this 7th day of June 1996
at 4:57 o'clock PM.

Roger D. Newman
County Clerk & Recorder

Barbara R. Newman
fee \$12.00

Model "B"	2-1-06	1/21/11	1/21/11
RECEIVED			
#20			

280054

CERTIFICATE

STATE OF MONTANA)
: ss.
County of Yellowstone)

10-696
THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered engineer; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of unit #19 at 19 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of unit #19 was completed on the 7th day of January, 1997.

DATED this 5th day of JANUARY, 1997.

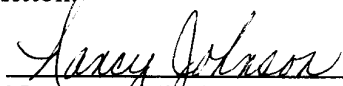

John Stewart, 4930 P.E.

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 8th day of January, 1997, before me, the undersigned Notary Public for the State of Montana, personally appeared John Stewart, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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

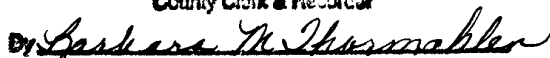


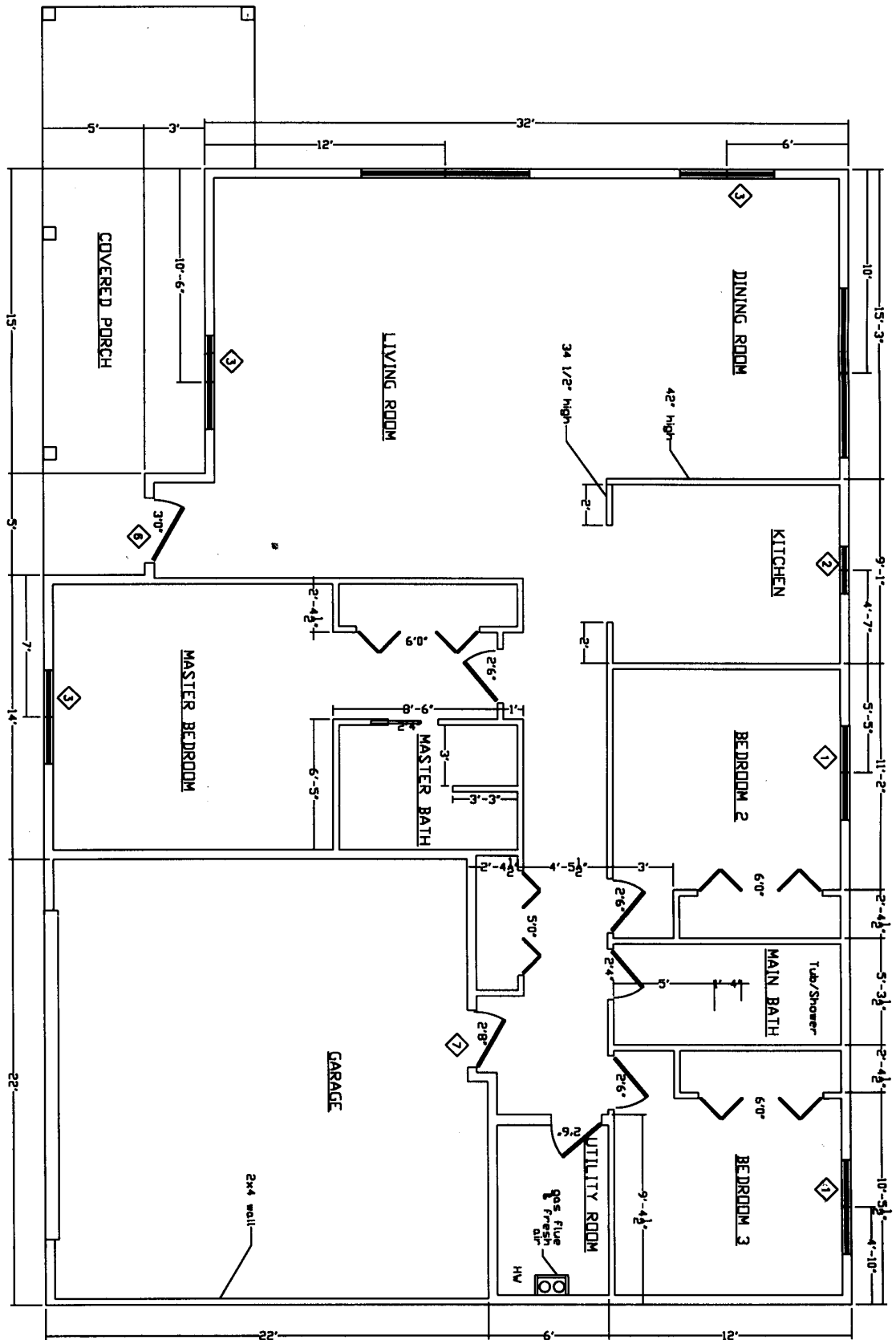

Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 5 Sep 2000

State of Montana,)
County of Carbon,) ss.

This instrument No. 280054 was filed in my office this 17th day of January, 1997, at 9:31 o'clock A.M. 3035.17 (T-8-97)

Roger D. Newman
County Clerk & Recorder


Feb 12 1997



10-6463

CERTIFICATE

STATE OF MONTANA)
: ss.
County of Yellowstone)

281580

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered engineer; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of unit #12 at 12 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of unit #12 was completed on the 8th day of April, 1997.

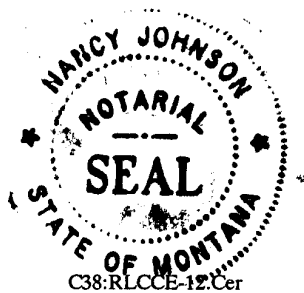
DATED this 9th day of June, 1997.

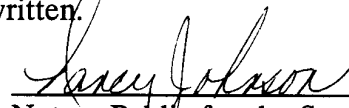

John Stewart, 4930 P.E.

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 9th day of June, 1997, before me, the undersigned Notary Public for the State of Montana, personally appeared John S. Stewart, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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



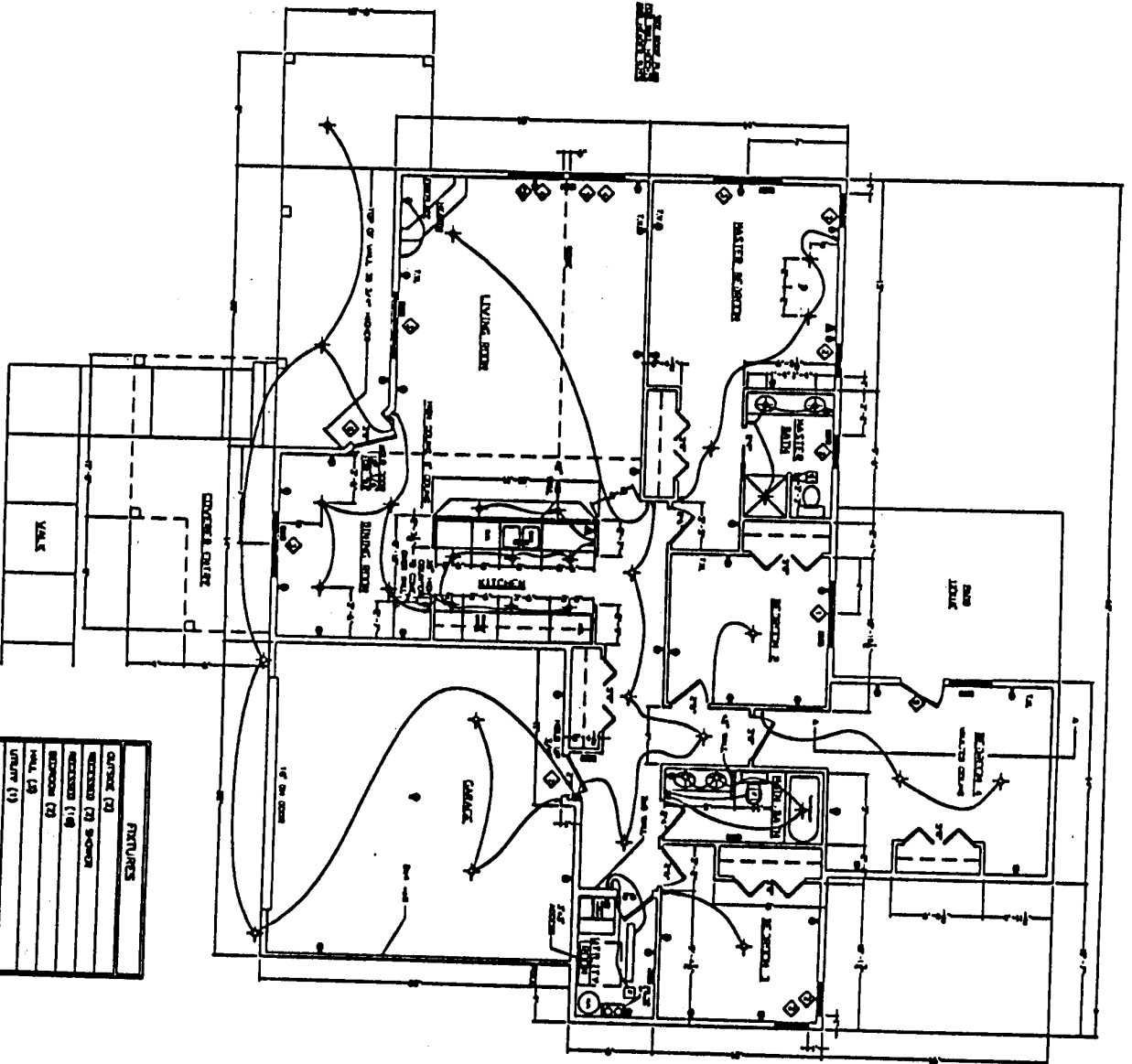

Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 5 Sep 2000

State of Montana, } ss.
County of Carbon, }

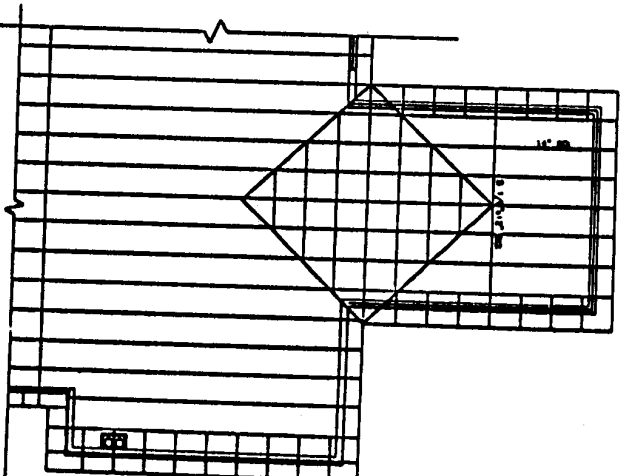
This instrument file # 281580 was filed in my office this 10th day of June 1997 at 1:23 o'clock P M.

83035.17

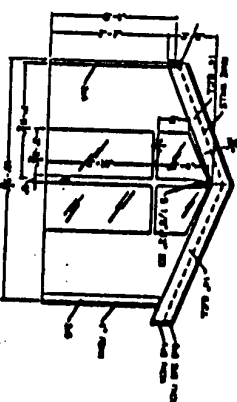
Roger D. Newman
County Clerk & Recorder
By Roger D. Newman
Fee \$ 12.00



FIXTURES	
OUTSIDE (2)	
RECESSED (2) SINKS	
RECESSED (1) S	
RECESSED (2)	
TOILET (2)	
TOILET (1)	
CLOSET (2)	
TOILET (2)	
RECESSED (1)	

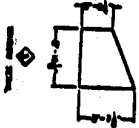


ROOF PLAN DETAIL



BEDROOM 4 SECTION A-A

DOOR & WINDOW ROUGH OPENINGS	
①	6'-0" 3/4" x 6'-0" 1/4"
②	6'-0" 1/4" x 6'-0" 1/4"
③	6'-0" 3/4" x 6'-0" 1/4"
④	6'-0" 1/4" x 6'-0" 1/4"
⑤	6'-0" 3/4" x 6'-0" 1/4"
⑥	6'-0" 1/4" x 6'-0" 1/4"
⑦	6'-0" 3/4" x 6'-0" 1/4"
⑧	6'-0" 1/4" x 6'-0" 1/4"
⑨	6'-0" 3/4" x 6'-0" 1/4"
⑩	6'-0" 1/4" x 6'-0" 1/4"



RED LODGE MOUNTAIN HOMES WEST - PLAN "A" - REVERSED - CUSTOM
 SAVED AS: RLMHWCAR.DWG

281770

FIRST AMENDMENT TO DECLARATION OF UNIT OWNERSHIP
PERTAINING TO RED LODGE MOUNTAIN HOMES WEST

Pursuant to the provisions of paragraph 5 of the Declaration of Unit Ownership Pertaining to RED LODGE MOUNTAIN HOMES WEST, recorded August 17, 1995, under Document #274106, records of Carbon County, Montana, DAVE LANGLAS and STEPHEN LANGLAS, as representatives of LANGLAS HOMES, INC., hereby amend said Declaration, as follows:

1. Paragraph 3, Description of Project, is hereby amended to provide that a maximum of 18 buildings with one unit per building will be constructed. Exhibit "A", attached hereto, is a site plan showing the location of each building; the attached Exhibit "A" hereby replaces Exhibit "A" attached to the original Declaration.
2. Paragraph 6, Plan of Development, is hereby amended to provide that, hereafter, until completion of construction, each unit owner shall be a fee simple owner of such unit and of an undivided 1/18 interest in the general and limited common elements of Red Lodge Mountain Homes West.

In all other respects the above-described Declaration shall remain as written.

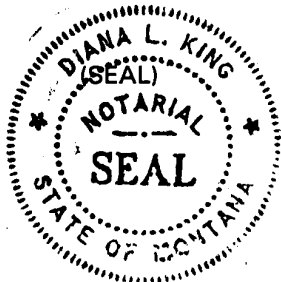
DATED this 26 day of May, 1997.

David C. Langlas
DAVE LANGLAS
Stephen Langlas
STEPHEN LANGLAS

STATE OF MONTANA)
: ss.
County of Yellowstone)

This instrument was acknowledged before me on June 26th, 1997, by DAVE LANGLAS and STEPHEN LANGLAS, as Representatives of LANGLAS HOMES, INC.

Diana L. King
Notary Public for the State of Montana
My Commission Expires May 5, 1999



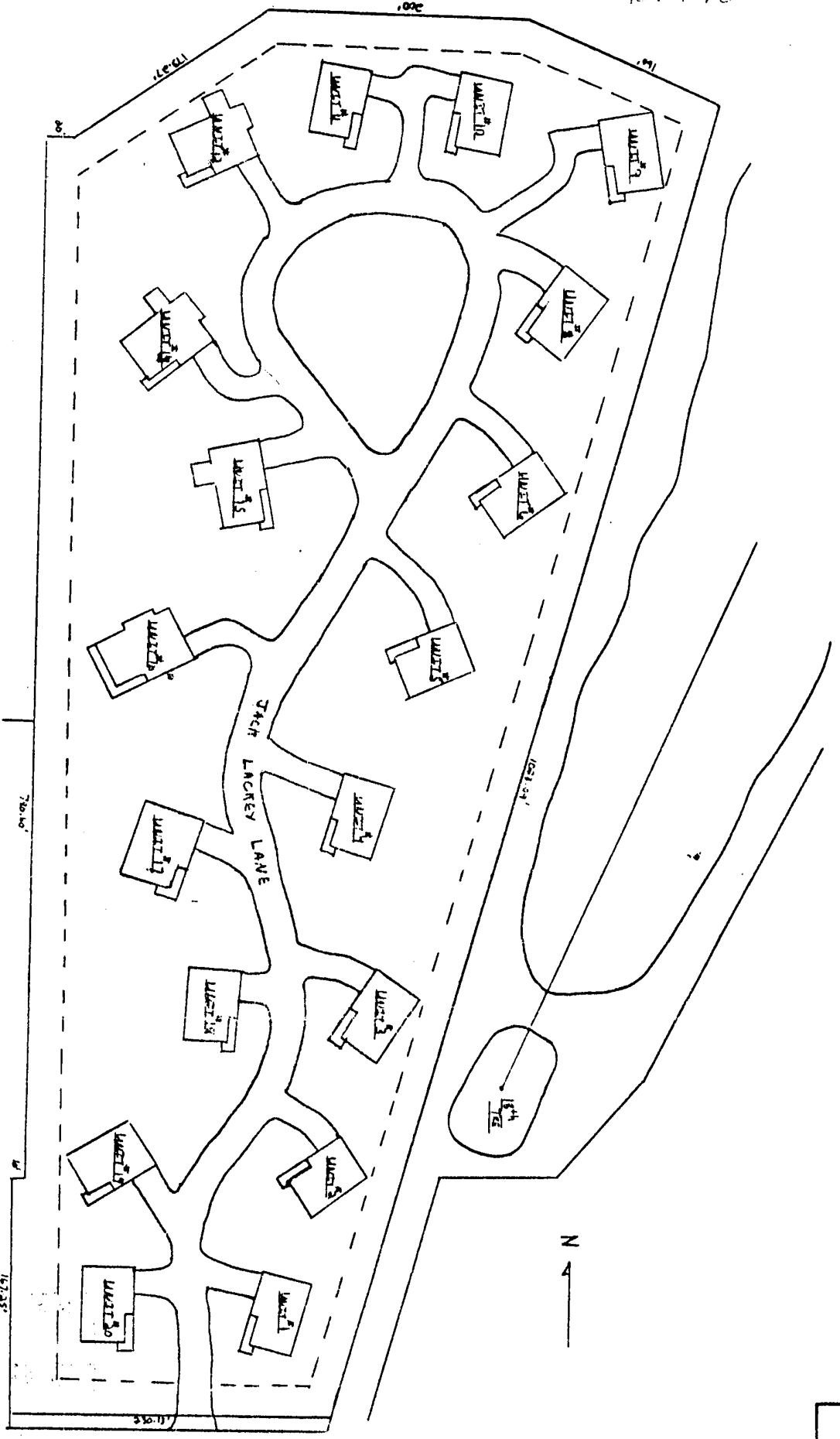
State of Montana, } ss.
County of Carbon, }

This Instrument file # 281770 was filed in my
office this 30th day of June, 1997
at 12:21 o'clock P. M.

Roger D. Newman
County Clerk & Recorder

By Roger D. Newman
Fee \$12.00

281440



Block 3 Lot 2
RED LODGE COUNTRY CLUB ESTATES

RED LODGE MOUNTAIN HOMES WEST			
Block	11 = 50	Acres	1.00
Sub	51145		
Owner	Red Lodge		
Survey	11/15, 11/16		
Scale	1" = 100'		
Sheet	1 of 1		

RECEIVED

16-6544

State of Montana, }
County of Carbon, } ss.

This instrument file # 282870 was filed in the
office this 2nd day of Oct 1997
at 10:21 o'clock A M.

Roger D. Newman
County Clerk & Recorder

By Roger D. Newman
Fee \$ 12.00

CERTIFICATE

STATE OF MONTANA)

: ss.

County of Yellowstone)

282870

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered engineer; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of unit #16 at 16 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of unit #16 was completed on the 23rd day of September, 1997.

DATED this 23rd day of September, 1997.

[Signature]
John Stewart, 4930 P.E.

STATE OF MONTANA)

: ss.

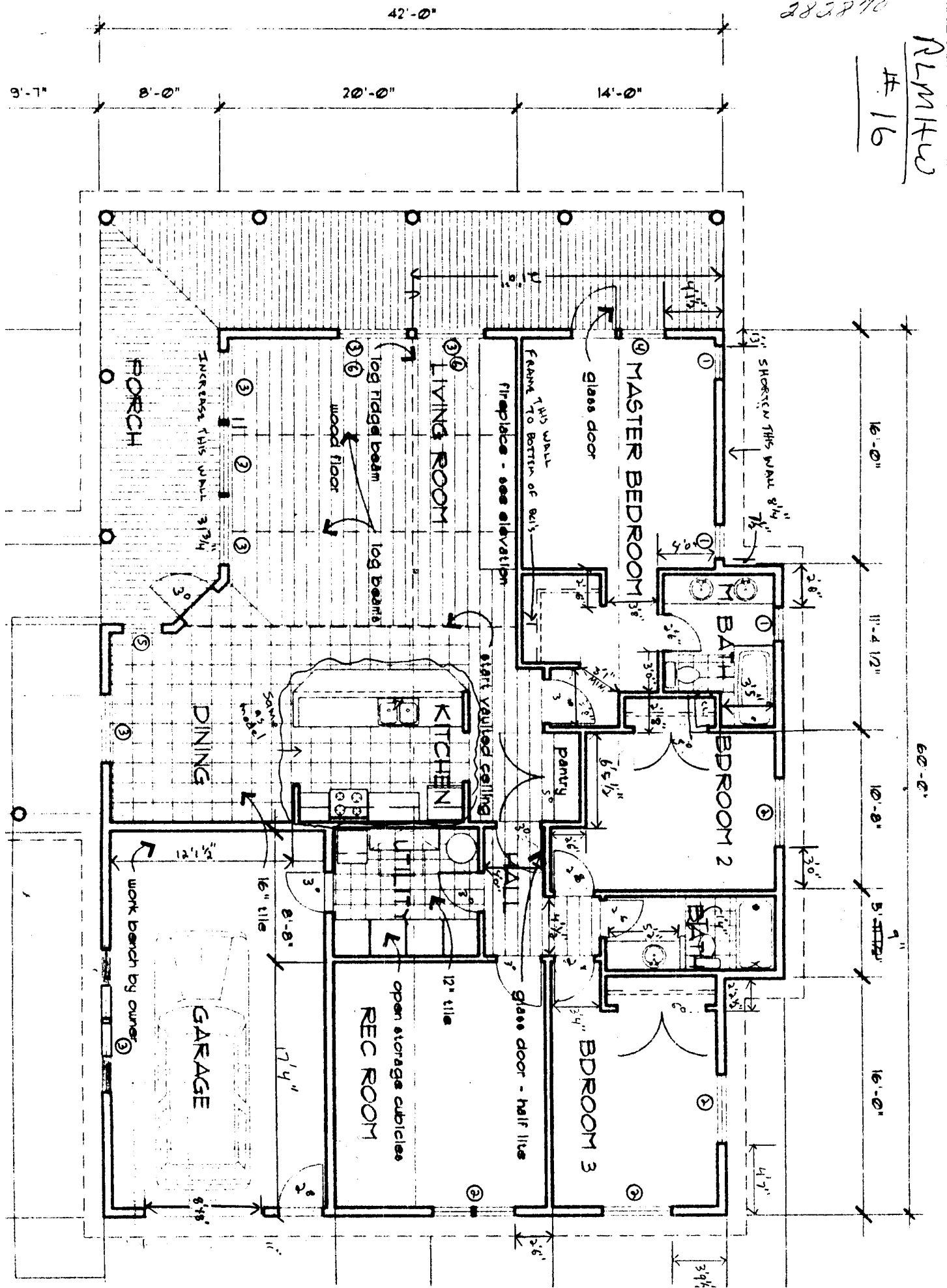
County of Yellowstone)

On this 23rd day of September, 1997, before me, the undersigned Notary Public for the State of Montana, personally appeared John Stewart, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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

[Signature]
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires November 8, 1998

Almitu
#16



10-6545

State of Montana, }
County of Carbon, } ss.

This instrument file # 282871 was filed in my
office this 2nd day of Oct 1997
at 10:23 o'clock 4 M.

CERTIFICATE

STATE OF MONTANA)
: ss.
County of Yellowstone)

Roger D. Newman
County Clerk & Recorder

By Roger D. Newman
Fee \$ 12.00

282871

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered engineer; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of unit #14 at 14 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of unit #14 was completed on the 23rd day of September, 1997.

DATED this 23rd day of September, 1997.

[Signature]
John Stewart, 4930 P.E.

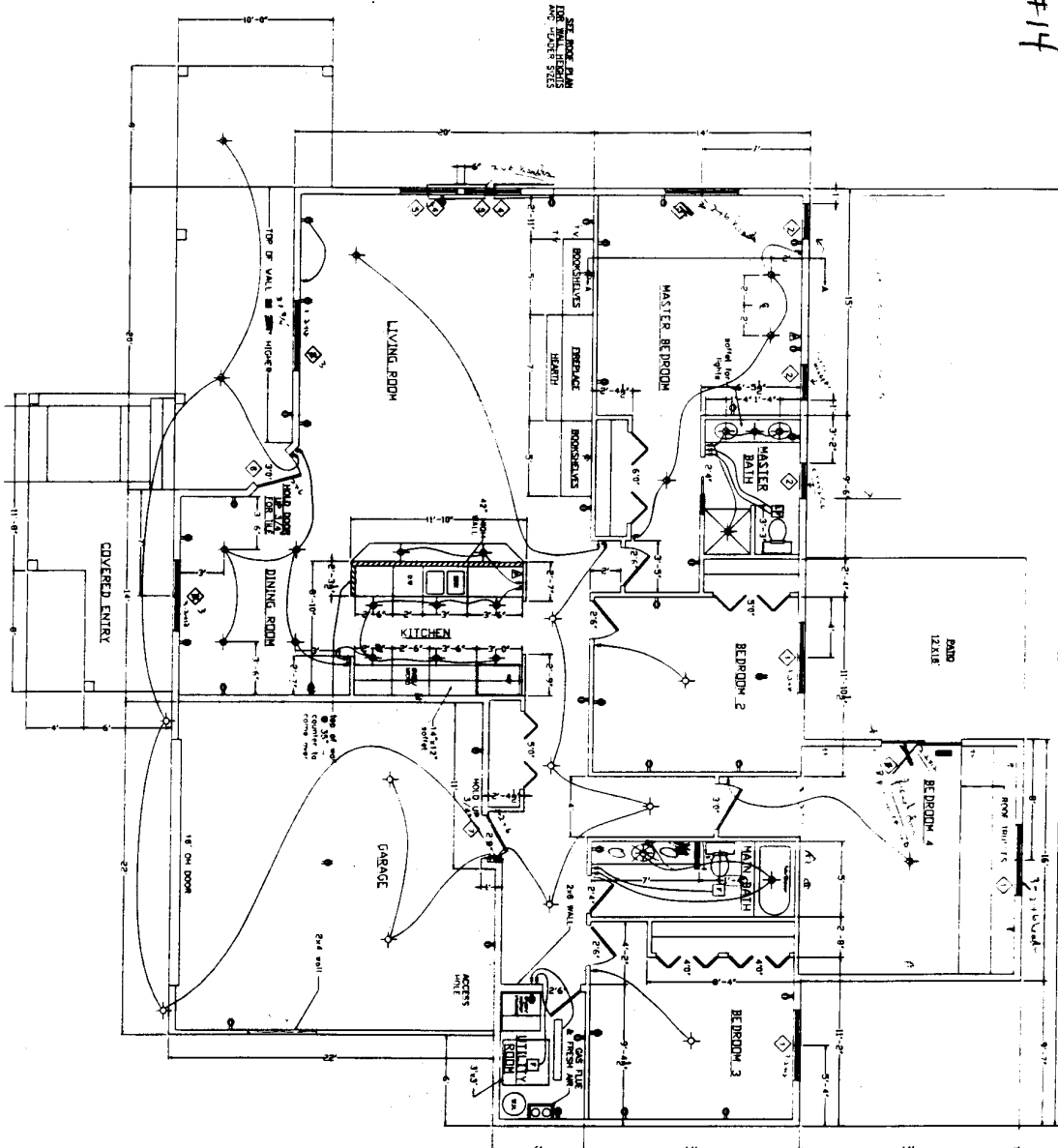
STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 23rd day of September, 1997, before me, the undersigned Notary Public for the State of Montana, personally appeared John Stewart, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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

[Signature]
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires November 8, 1998

Plum
#14

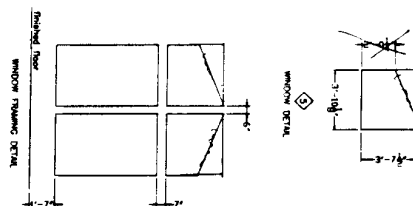


DOOR & WINDOW ROUGH OPENINGS

1	$4 - 7/4 \times 4 - 4/1/0^{\circ}$
2	$2 - 4/1/0^{\circ} \times 4 - 4/1/0^{\circ}$
3	$4 - 7/3/4 \times 5 - 4/1/0^{\circ}$
4	$5 - 10/1/0^{\circ} \times 0 - 4/1/0^{\circ}$
5	See Detail $n/e^{\circ} 1 \times n/e^{\circ} 2$
6	$5 - 2/3/0^{\circ} \times 6 - 11/1/4^{\circ}$
7	$2 - 10/3/0^{\circ} \times 6 - 11/1/4^{\circ}$
8	$4 - 10^{\circ} 3/4^{\circ} \times 6 - 11/1/4^{\circ}$
9	$5 - 4/2/0^{\circ} \times 6 - 11/1/4^{\circ}$

FIXTURES

OUTSIDE (2)
RECESSED (2) JUNG SHOWER
RECESSED (2) JUNG outside 1 storage
BEDROOM (2)
HALL (2)
UTILITY (1)
GARAGE (2)
FANS (2)
FAN/LIGHT (1)



22

RED LODGE MOUNTAIN HOMES WEST
PLAN A - REVERSED - CUSTOM

FLOOR PLAN

**FED LODGE MOUNTAIN
HOMES WEST**

LANDLUS HOMES, INC.
2101 OVERLAND AVE.
BILLINGS, MT 59106
406-856-0829

Project	1 OF 1
4-11-87	
1/4" = 1'-0"	

284879

CERTIFICATE

STATE OF MONTANA)
: ss.
County of Yellowstone)

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered engineer; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of unit #15 at 15 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of unit #15 was completed on the 23rd day of March, 1998.


DATED this 26th day of March, 1998.


John Stewart, 4930 P.E.

STATE OF MONTANA)
: ss.
County of Yellowstone)

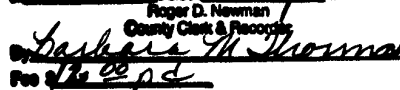
On this 26th day of March, 1998, before me, the undersigned Notary Public for the State of Montana, personally appeared John Stewart, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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

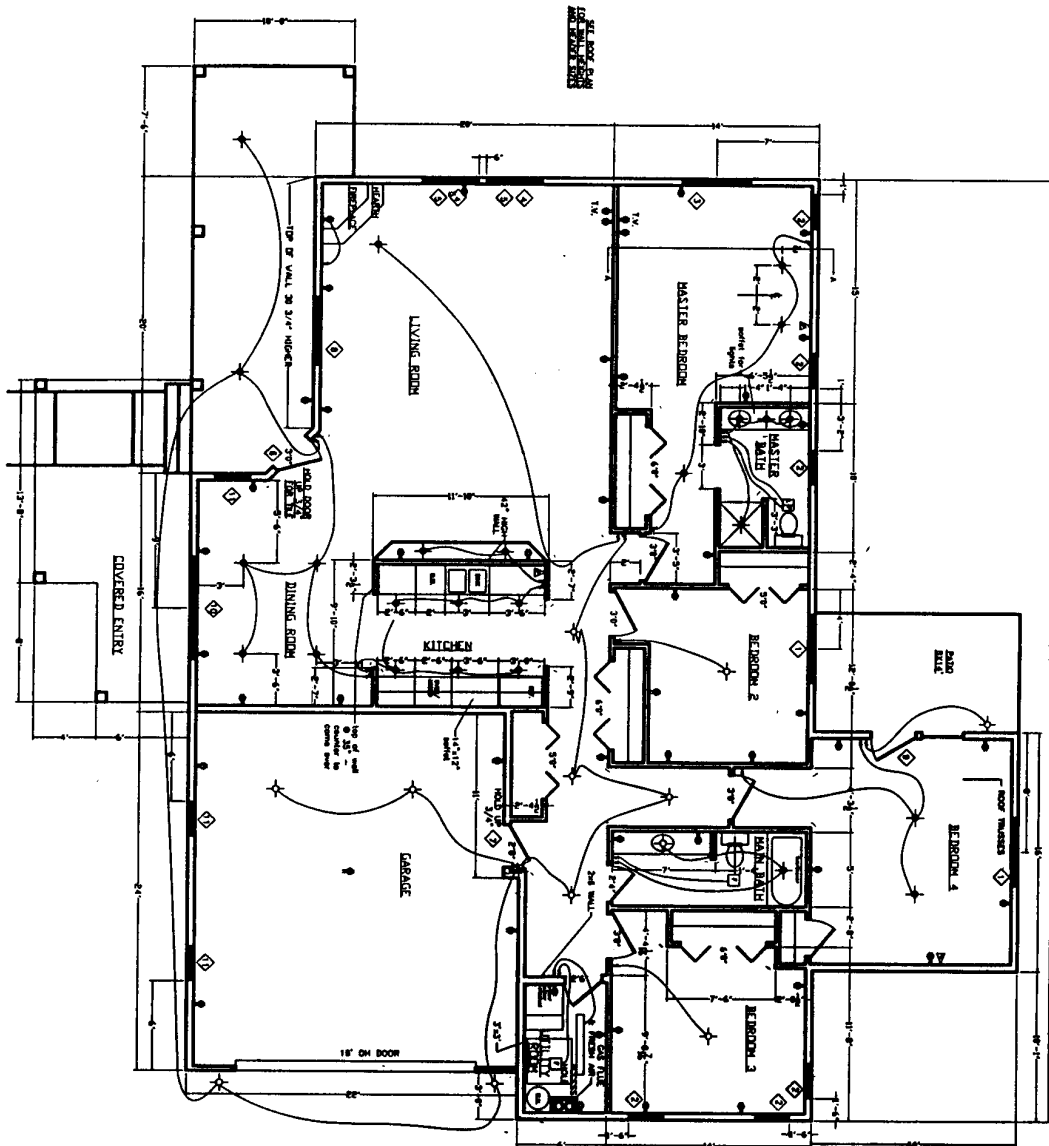

Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 5 Sep 2000



State of Montana, } ss.
County of Carbon, }

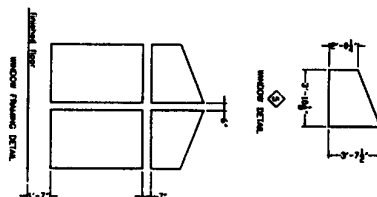
This instrument file # 284879, was filed
office this 3 day of April, 1998
at 3:14 o'clock P.M.
Roger D. Newman
County Clerk & Recorder

Fee \$ 12.00 p.d.

83035.17



FIXTURES	
OUTSIDE (2)	
RECESSED (2) AND SHOWER	
RECESSED (2) AND 1/2" SHOWER	
RECESSED (2) AND 1/2" SHOWER	
HALL (2)	
UTILITY (1)	
CLOSET (2)	
FINISH (2)	
FINISH (1)	

DOOR & WINDOW ROUGH OPENINGS	
6'-7 3/4" x 6'-4 1/8"	
6'-4 1/8" x 6'-4 1/8"	
6'-7 3/4" x 6'-4 1/8"	
5'-10 1/8" x 6'-4 1/8"	
5'-2 3/8" x 6'-11 1/4"	
5'-10 3/8" x 6'-11 1/4"	
6'-10 3/8" x 6'-11 1/4"	
6'-10 3/8" x 6'-11 1/4"	
6'-10 3/8" x 6'-11 1/4"	



Project

9-22-87

1 OF 1

1/4" = 1'-0"

RED LODGE MOUNTAIN HOMES WEST

FLOOR PLAN

SAVED AS: RL-JARCV

UNCLAS HOMES, INC.

2101 OVERLAND AVE.

BILLINGS, MT 59106

406-656-0628

RED LODGE MOUNTAIN HOMES WEST PLAN A - REVERSED - CUSTOM

286807

STATE OF MONTANA, }
COUNTY OF CARBON, } SS.

This instrument file # 286807 was filed in my
office this 10 day of Sept 1998
at 11:27 o'clock a m.

Roger D. Newman
County Clerk & Recorder

By Barbara M. Hornbaker Deputy
Fee \$ 12.00

CERTIFICATE

STATE OF MONTANA)
: SS.
County of Yellowstone)

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered Architect; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of Unit #2 at 2 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended,
Carbon County, Montana, according to the official plat thereof on file and of record in
the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan
attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West.
Construction of Unit #2 was completed on the 15th day of August, 1998.

DATED this 4th day of SEPTEMBER, 1998.

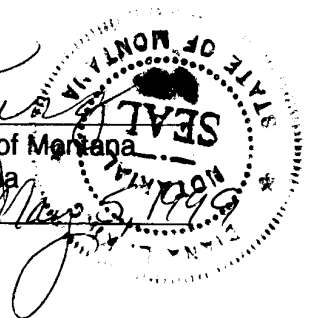
James W. Coons
James W. Coons, MT696

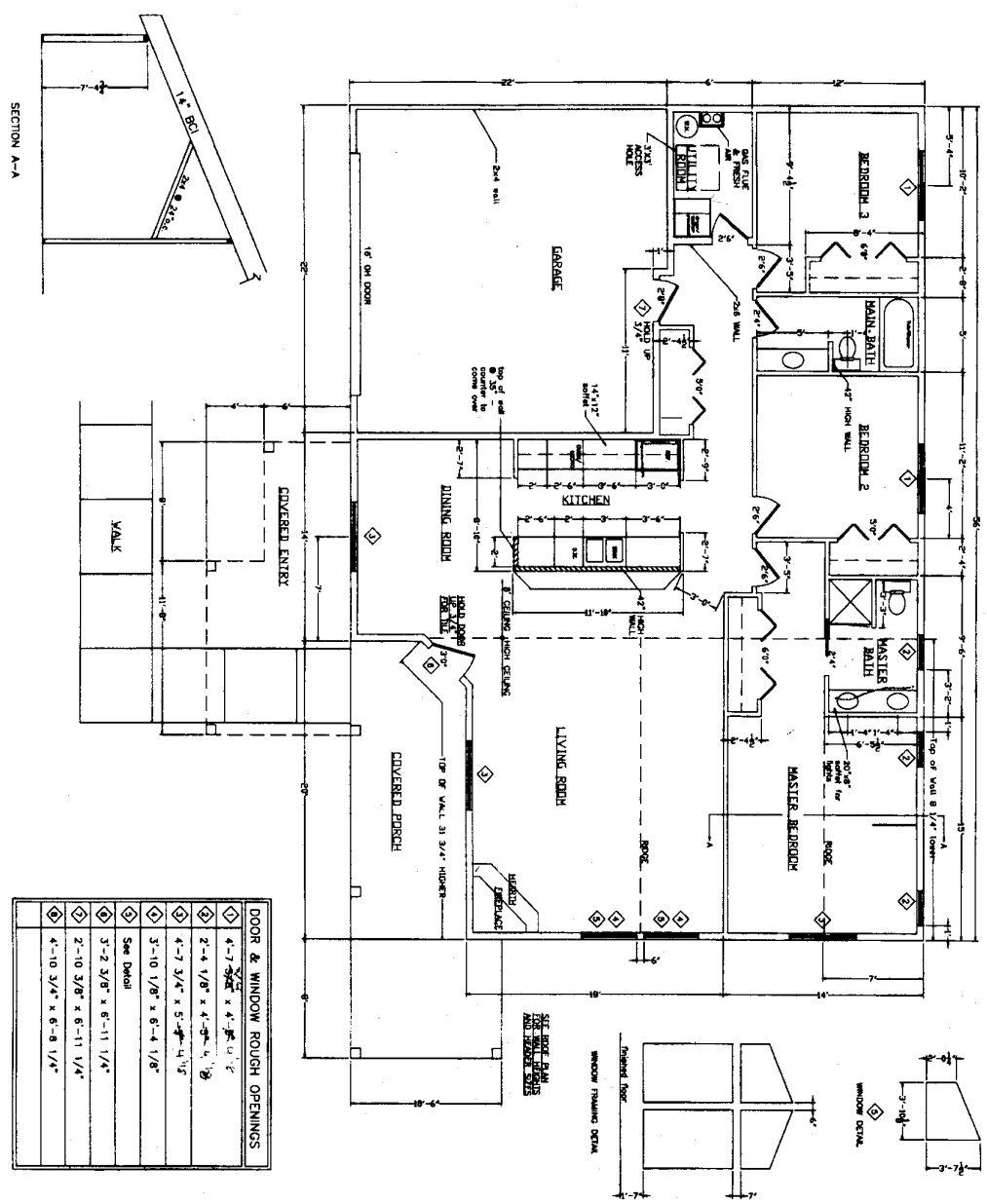
STATE OF MONTANA)
: SS.
County of Yellowstone)

On this 4th day of September 1998, before me, the undersigned
Notary Public for the State of Montana, personally appeared James Coons,
known to me to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same and he is being first duly sworn, deposes and
says that the matters and things stated herein are true of his own knowledge.

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

Marianne L. Hunt
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires May 3, 1999





#2 JACK LAETLEY
LANE

RED LODGE MOUNTAIN HOMES WEST

FLOOR PLAN

Project: 4-11-87
1 OF 3

JAMES HOMES, INC.
2100 S. BROADWAY
BALTIMORE, MD 21206
410-656-0629

RED LODGE MOUNTAIN HOMES WEST

PLAN A

286808

STATE OF MONTANA, }
COUNTY OF CARBON, } SS.

This instrument file # 286808 was filed in my
office this 10 day of Sept 1998
at 11:32 o'clock a m.

Roger D. Newman
County Clerk & Recorder

By Barbara McHornable Deputy
Fee \$ 12.00

CERTIFICATE

STATE OF MONTANA)
: SS.
County of Yellowstone)

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered Architect; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of Unit #5 at 5 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of Unit #5 was completed on the 1st day of September, 1998.

DATED this 4th day of SEPTEMBER, 1998.

James W. Coons
James W. Coons, MT696

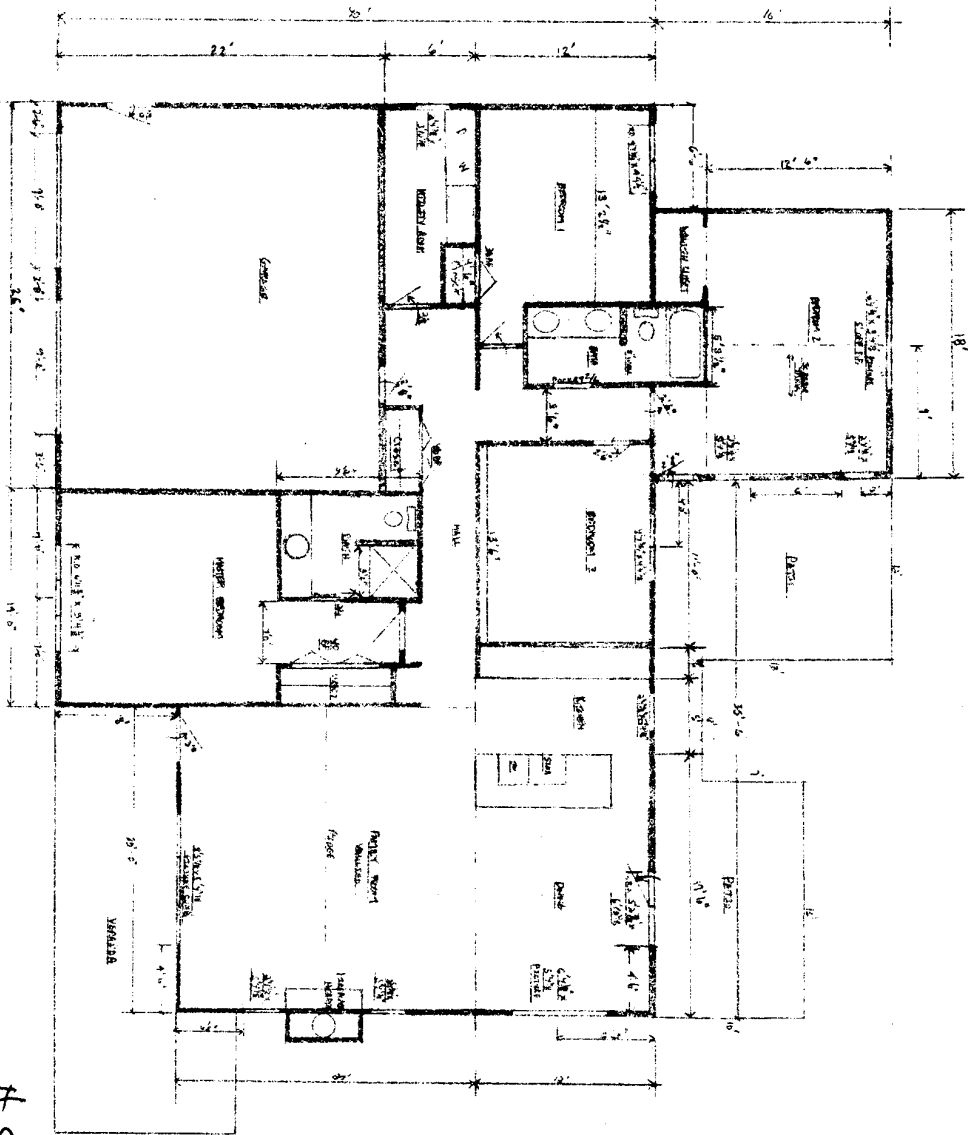
STATE OF MONTANA)
: SS.
County of Yellowstone)

On this 4th day of September, 1998, before me, the undersigned Notary Public for the State of Montana, personally appeared James Coons, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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

Niana K. L...
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires May 5, 1999

28680F



#5 JACK LARLEY LAKE

RED LODGE MOUNTAIN HOME 5 WEST	
#5 JACK LARLEY LAKE	
DATE: 10/1/77	BY: R.H.L.
FILE: 10/1/77	1 of 2
FLOOR PLAN	

286809

STATE OF MONTANA, }
COUNTY OF CARBON, } SS.

This instrument file # 286809 was filed in my
office this 10 day of Sept 1998
at 11:35 o'clock a m.

Roger D. Newman
County Clerk & Recorder

By Darlene M. Mounable Deputy
Fee \$ 12.00

CERTIFICATE

STATE OF MONTANA)
: SS.
County of Yellowstone)

THE UNDERSIGNED, being first duly sworn, certifies and verifies that he is a registered Architect; that the attached floor plans fully and accurately depict the layout, unit designation and dimensions of Unit #18 at 18 Jack Lackey Lane in RED LODGE MOUNTAIN HOMES WEST, located on the following described real property:

Lot 3 in Block 2 of Red Lodge County Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, under Document No. 231154.

The location of the units is accurately depicted on the previously recorded site plan attached to the Declaration of Unit Ownership for Red Lodge Mountain Homes West. Construction of Unit #18 was completed on the 1st day of August, 1998.

DATED this 4th day of September, 1998.

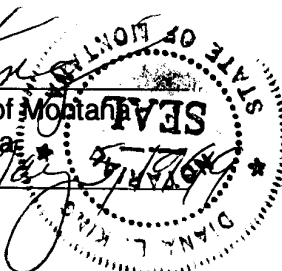
James W. Coons
James W. Coons, MT696

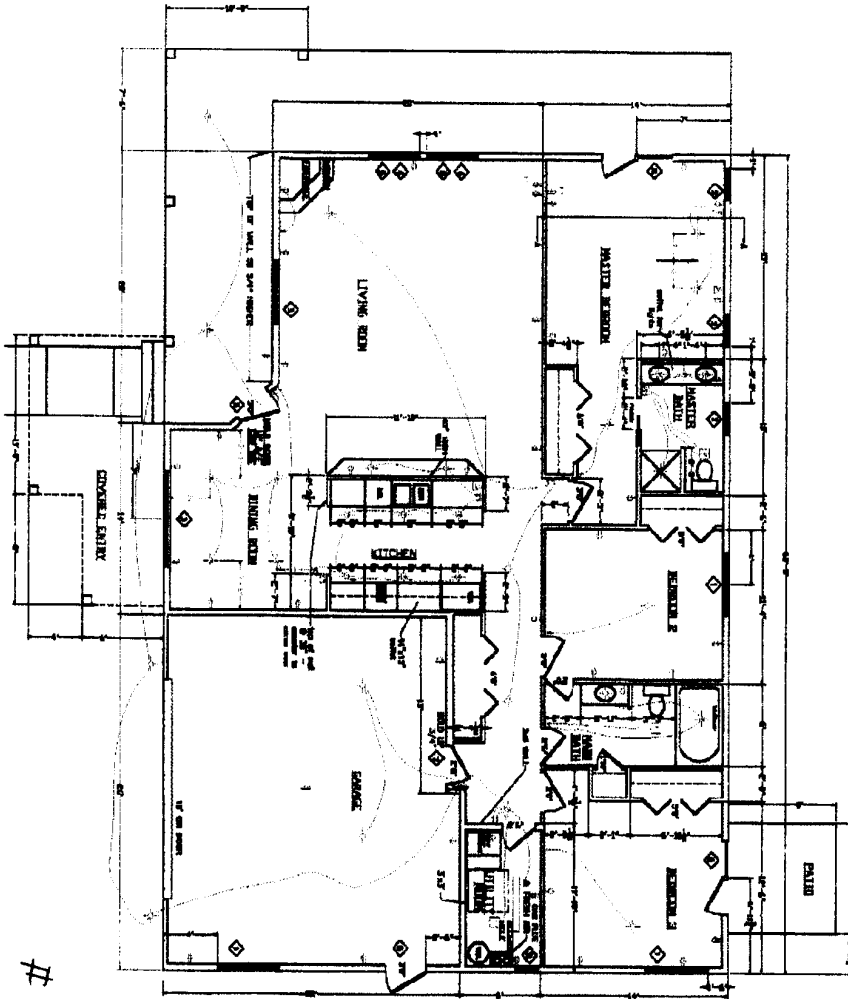
STATE OF MONTANA)
: SS.
County of Yellowstone)

On this 4th day of September, 1998, before me, the undersigned Notary Public for the State of Montana, personally appeared James Coons, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and he is being first duly sworn, deposes and says that the matters and things stated herein are true of his own knowledge.

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

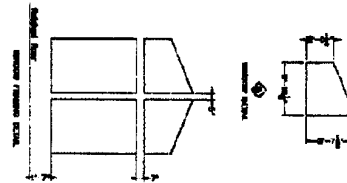
Diana L. King
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires May 5, 1999





#18 Jack Lucky Lane

DOOR	DOOR TYPE	DOOR SIZE	DOOR WEIGHT
1	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
2	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
3	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
4	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
5	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
6	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
7	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
8	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
9	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
10	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
11	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
12	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
13	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
14	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
15	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
16	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
17	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
18	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
19	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs
20	6'-0" x 8'-0"	6'-0" x 8'-0"	100 lbs



<p>RED LODGE MOUNTAIN HOMES WEST</p> <p>PLAN A - REVERSED - CUSTOM</p>	
<p>DATE: 09/02/98</p> <p>BY: [Signature]</p> <p>FOR: [Signature]</p>	<p>PROJECT: [Signature]</p> <p>DATE: 09/02/98</p> <p>BY: [Signature]</p>

Return To:
Pedersen & Hardy
1601 Lewis Avenue, Suite 205
Billings MT 59102

304290

**FIRST AMENDMENT TO THE BY-LAWS
OF RED LODGE MOUNTAIN HOMES WEST OWNERS ASSOCIATION**

The undersigned certify that the owners of 75% of the units in RED LODGE MOUNTAIN HOMES WEST, including the Developer, have approved the following amendment:

The By-Laws of RED LODGE MOUNTAIN HOMES WEST OWNERS ASSOCIATION, recorded August 17, 1995, under Document #274107, records of Carbon County, Montana, are hereby amended as follows:

1. The last sentence in Section 3(f), prohibiting any person from serving as a director for more than three consecutive years, is hereby deleted.
2. The first sentence in Section 11(e) is hereby deleted and replaced with the following:

"No unit owner shall lease a unit for an initial term of less than fourteen (14) days."

RED LODGE MOUNTAIN HOMES WEST are located on the following described real property, located in Carbon County, Montana:

Lot 3 in Block 2 of Red Lodge Country Club Estates, Plat No. 1318, Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 231154.

In all other respects the above-described By-laws, and any Amendments thereto, shall remain as written.

DATED this 9 day of Oct, 2002.

**RED LODGE MOUNTAIN HOMES WEST
OWNERS ASSOCIATION**

By: 

President

By: 

Secretary

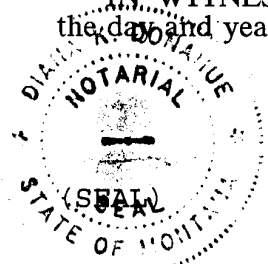
STATE OF MONTANA)

: SS.

County of Yellowstone)

On this 14th day of Oct., 2002, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ~~MAX~~ STEVENS known to me to be the President of the RED LODGE MOUNTAIN HOMES WEST OWNERS ASSOCIATION, whose name is subscribed to the foregoing First Amendment to By-Laws and acknowledged to me that he executed the same.

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



Diana K. Donahue
Diana K. Donahue
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires May 5, 2003

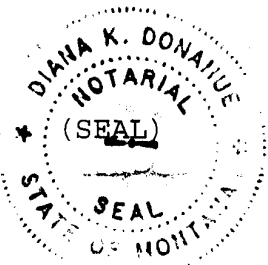
STATE OF MONTANA)

: SS.

County of Yellowstone)

On this 9 day of October, 2002, before me, the undersigned, a Notary Public for the State of Montana, personally appeared STEPHEN LANGLAS, known to me to be the Secretary of the RED LODGE MOUNTAIN HOMES WEST OWNERS ASSOCIATION, whose name IS subscribed to the foregoing First Amendment to By-Laws and acknowledged to me that he executed the same.

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



Diana K. Donahue
Diana K. Donahue
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires May 5, 2002

State of Montana }
County of Carbon } SS. This instrument file # 301270 was filed in my
office this 15th day of Oct, 2002
at 10:56 o'clock A.m
by Roger D. Newman
County Clerk & Recorder
Fee \$ 12.00