

## **BYLAWS OF THE SKYLINE COURT HOMEOWNERS ASSOCIATION**

1. **Applicability of Bylaws.** The provisions of these Bylaws are applicable to The Skyline Court Homeowners Association, which has been created pursuant to the provisions of the Montana Unit Ownership Act pursuant to the Declaration of Unit Ownership for the Skyline Court. The units of the Skyline Court are located upon the following described real property in Yellowstone County, Montana:

Lots 21, 20, 19, 18, 17, 16, 15, 14, and 13, Block 269, of the First Addition to the City of Billings (also referred to as Block 59 of the Foster's Addition to the City of Billings), in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

All present or future owners, tenants, or any other person who might occupy any unit are subject to the provisions of these Bylaws. The acquisition, rental, or occupancy of any unit by any person will signify that such person accepts and ratifies these Bylaws and agrees to comply with these Bylaws.

### 2. **Membership, Meetings, and Voting.**

- (a) **Members.** Each unit owner shall be a member of the Skyline Court Homeowners Association, hereinafter called the "Association". However, if the ownership of any unit is vested in more than one (1) 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 (1) unit owner for the purpose of voting and the determination of any required quorum. Unit owners shall be entitled to one (1) vote for each unit owned. The vote for any unit owned by more than one (1) person shall be exercised as such co-owners may among themselves determine. To the extent members owning more than one unit have more voting rights than members who have only one unit, separate classes of members are established for the sole purpose of allowing two, three, or more votes to those members who own two, three, or more units. For all other purposes, the rights and obligations of each member shall be the same or shall be proportionate with their ownership as set forth in the Declarations.
- (b) **Ownership.** Ownership shall be determined according to the records of the Clerk and Recorder of Yellowstone 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. A unit owner shall also include any person

purchasing a unit under a purchase contract who has an equitable interest in the unit as disclosed by the public record in the office of the Yellowstone County Clerk and Recorder, and in such an event, the equitable owner shall be considered as the only owner of such unit.

- (c) **Proxy Voting.** Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. Proxies shall be valid only for the particular meeting designated and must be filed with the Secretary of the Association before the appointed time of the meeting. Whenever a unit is owned by two (2) or more persons, the vote therefor may be exercised by any one of such persons present in the absence of protest by the other person or persons.
  
- (d) **Annual Meeting.** The annual meeting of the Association shall be held on the first Monday of February of every year at 10:00 a.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 telefax, at least ten (10) days prior to the day named for such meeting. The presence, in person or by proxy, of at least fifty percent (50%) of the total number of unit owners at such meetings of the Association shall be required for the transaction of any business by the Association. The agenda for the annual meeting shall include the following:
  - (1) Determination of quorum;
  - (2) Approval of minutes of last annual meeting;
  - (3) Presentation of financial report for past year and presentation of budget for coming year;
  - (4) Election of Directors;
  - (5) Old business, if any; and
  - (6) New business.

3. **Board of Directors.**

- (a) **Election.** The affairs of the Association shall be governed by a Board of Directors composed of four (4) unit owners and the following officers, President, Vice President, Secretary, and Treasurer, each of whom shall be elected by the unit owners. In the event a unit is owned by a corporation, partnership, or limited liability company, the designated

representative of such corporation, partnership, or limited liability company may serve as a director. The Board 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 Bylaws directed to be exercised by unit owners.

(b) **Powers and Duties.** In addition to the powers and duties provided by law, the Declaration, these Bylaws, 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 and these Bylaws by appropriate action;
- (2) To determine the amount of any necessary assessments payable by the unit owners, for the purposes set forth in Section --- and ---- of the Declaration, and to allocate and assess such expenses among the unit owners in proportion to their respective interests in the common elements. In the Board's discretion, assessments may include reasonable 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, within its discretion, special assessments for capital improvements, major repairs, and emergencies, as they are incurred;
- (4) To send written notice of each regular assessment to every unit owner subject thereto at least twenty (20) days in advance of each assessment year, and to send written notice of each special assessment to each unit owner at least thirty (30) days before its due date;
- (5) To record a lien against any unit for which assessments are not paid within ten (10) days after the date when due, and to shut off the water to any unit having past due assessments;
- (6) To foreclose the lien against any unit for unpaid assessments or to bring an action at law against the owner personally obligated to pay the same;
- (7) To adopt a schedule of late payment fees, with consent of seventy-five percent (75%) of the unit owners entitled to vote;
- (8) 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;

- (9) To procure and maintain adequate liability, fidelity, and hazard insurance as provided in Section 8 below;
- (10) To pay all taxes and assessments, if any, imposed on the common elements, and to pay all debts owed by 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 building;
- (12) To delegate, within its discretion, 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 or agent;
- (13) To supervise all officers, agents and employees of the Association so that they properly perform their duties;
- (14) To contract for repairs, maintenance, alterations, additions and improvements to the common elements, including the exterior of the building, consistent with the best interest of the unit owners, and otherwise manage the common elements;
- (15) Upon written request from any person, agency or corporation having an interest or prospective interest in a unit, to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding tax year, at the requesting party's expense;
- (16) To provide any notices required by these Bylaws or the Declaration;  
and
- (17) To review and approve or disapprove all requests from unit owners for consent to modify, alter or add to the exterior of the building, or any other common element. In evaluating proposed additions or alterations, the Board shall consider the compatibility of external design, scale, color and type and quality of materials and the location relative to the existing structure. The Board shall also

consider the cost of maintaining the addition or alteration, if that cost is to be borne by the Association, and any interference with the quiet enjoyment of the common elements or other units. Failure of the Board to approve or disapprove a request within forty-five (45) days after submission shall be deemed a disapproval by the Board. **No owner shall modify, alter or add to the exterior surface of the building or any other common element without the prior written approval of the Board.**

- (c) **Common Element Authority.** The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the unit owners and for each of them to manage, control and deal with the interests of such unit owners in the common elements, including the exterior of the building, as necessary to permit the Board to fulfill all of its powers, rights, functions, and duties.
- (d) **Claims.** 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 the property to:
- (1) adjust and settle all claims arising under insurance policies purchased by the Board;
  - (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.

The consent of the mortgagee shall be required if such mortgagee notifies the Board, within thirty (30) days after receipt of notice of the damage or notice of the taking in condemnation or eminent domain, of the mortgagee's election to participate.

- (e) **Election.** The directors shall be elected at the first annual 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. Directors may serve for an unlimited number of terms if so elected. 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) **Nomination.** Directors may be nominated by unit owners. 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 (1) vote for each vacancy in the Board of Directors. The candidates receiving the largest number of votes shall serve as directors for the following term. Directors must be members of the Association, or, in the case of a corporation, a limited liability company, or a partnership that is a member of the Association, a designated representative of the corporation, limited liability company, or partnership.

- (g) **Compensation.** No compensation shall be paid to directors for their services as directors unless salaries for directors are approved by affirmative vote of seventy-five percent (75%) of the unit owners entitled to vote. 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) **Notice of Meetings.** 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 telefax, 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) **Liability.** 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 of the Association from and against any 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 made in bad faith or contrary to the provisions of the Montana Unit Ownership Act, the Declaration, or these Bylaws, 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, except as unit owners. The liability of any unit owner arising out of any contract made by the officers or 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

the unit owner's own 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 unit owner's percentage of interest in the common elements. Every agreement made by the officers or the 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 unit 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's 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) **Election.** The Board of Directors shall annually elect a President, a Secretary and a Treasurer from among the members of the Association. The Board, in its discretion, may also elect a Vice-President. Two (2) or more offices may be held by the same person. 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) **Interim Officers.** Thomas E. Towe and W. Randall Hafer shall serve as interim President and Secretary/Treasurer respectively, until the first annual meeting of the Association.
- (c) **President.** The President shall preside at all meetings of the Association and the Board of Directors and shall have general supervision over the affairs of the Association and its officers. The President shall have all of the powers and duties usually vested in the office of President and shall perform such other duties as from time to time may be imposed by the Board of Directors. The President shall have a vote on all matters to come before the Board of Directors.
- (d) **Vice President.** The Vice-President, if any, shall act in the place of the President and shall have such other duties as may be assigned by the Board of Directors. The Vice-President, if any, shall have a vote on all

matters to come before the Board of Directors.

- (e) **Secretary.** The Secretary shall keep all books and records of the Association and the Board of Directors, record all minutes of meetings, keep a record of all members of the Association, and shall serve all required notices. The Secretary and Treasurer may be the same person.
- (f) **Treasurer.** The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping, in chronological order, full and accurate itemized accounts of all receipts and disbursements in the books of the Association. The Treasurer shall also 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.
- (g) **No Compensation.** Officers shall not be compensated, but shall be reimbursed for expenses incurred on behalf of the Association, as determined by the Board of Directors.

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

6. **Insurance.**

- (a) **Common Elements.** The Board of Directors shall cause the exterior of the building, and other 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 of such insurance shall be 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 subsection (i) of this section.
- (b) **Waivers.** All policies of physical damage insurance owned by the Association shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, 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 and of all renewals thereof, together with proof of 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 estimate from an insurance company or other knowledgeable person or business, of the full replacement value of 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) **Liability.** 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 not less than \$1,000,000 per occurrence. The cost of such insurance shall be a common expense. The carrying of such insurance shall not preclude any unit owner from carrying public liability and property damage insurance for his own benefit.
- (d) **Fidelity.** The Board of Directors shall purchase fidelity insurance 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 of Directors employs a management agent, the agent must have its own fidelity insurance policy, providing the same coverage required above.
- (e) **Cancellation.** 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 thirty (30) days prior to the date on which such cancellation or change takes effect.
- (f) **Payment of Losses.** In the event of a loss exceeding One Thousand Dollars (\$1,000.00), all Association insurance proceeds shall be paid to a designee of the Board of Directors as Trustee for disbursement.
- (g) **Payment to Mortgagees.** 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 units.
- (h) **Adequacy.** The Board of Directors shall review the adequacy of limits of coverage of insurance policies and report annually its opinion regarding the same to the membership of the Association at its annual meeting.
- (i) **Separate Coverage by Unit Owners.** Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all

policies shall contain waivers of subrogation and provided 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 additional insurance carried by any unit owner. **Insurance purchased by the Association shall not cover personal property, such as furniture or office equipment, inside the units. The insurance shall, however, cover the common elements and limited common elements as hereinbefore defined. Owners must insure their personal property and the interior of their units and obtain liability insurance to cover injury or damage occurring on or within their units, if they wish such insurance coverage.**

- (j) **Insurance Proceeds.** Insurance payments for a casualty loss insured by the Association shall be applied by the Trustee to repair or replace 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. In the event of loss to one, but not all units, any amount needed to repair or replace the unit, in excess of insurance payments, shall be paid by the owner of that unit. Units which are repaired or replaced after casualty shall conform, in style, quality and appearance, to the unit as it existed prior to casualty, unless otherwise agreed by owners of all units.

7. **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 unit owner or occupant is present at such time.

8. **Assessments for Common Expenses and Limited Expenses.**

- (a) **Amount.** The owner of each unit shall be obligated to pay quarterly and special assessments for common expenses and limited expenses imposed by the Association. Assessments shall be calculated based on the square footage of each owner's unit. The obligation of each unit to pay those assessments shall begin upon completion of that unit, and its interior walls, or upon its first sale of the unit, whichever occurs first. 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 quarterly assessment for the coming year, shall be delivered to each unit owner at least one (1) week before the annual meeting. Each quarterly assessment per square foot

shall be equal to the total estimated common expenses and limited expenses for the coming year, including a reasonable reserve allowance for contingencies, multiplied by the percentage of undivided interest in the common elements for that unit, divided by the total square footage of all units. The square footage of each unit is then multiplied by the cost per square foot to determine each unit's share of the quarterly or special assessments. Assessments shall be due and payable on the first day of January, April, July, and October of each year. If an annual budget is not prepared as required, the quarterly assessment due shall be equal to the amount of the quarterly assessment for the previous year until changed by the Board, after preparation of a new budget. Notice of any new assessment 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 the assessment. Assessments related to the common elements shall be based upon and computed by using the percentile interest that each unit owner has in the common elements.

- (b) **Common Fund.** All sums collected by the Association from assessments may be commingled in a single fund, but the Treasurer shall keep separate payment records for each unit.
- (c) **Past Due Assessments.** Assessments that are paid more than thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. Additionally, late paying unit owners shall be obligated to pay a late fee in an amount to be determined by the Board of Directors, with approval of seventy-five percent (75%) of the unit owners. All payments upon assessments shall be applied first to late fees, then to interest, and then to the earliest assessment due.
- (d) **Full Assessment.** No unit owner may exempt himself or his unit from liability for his contribution toward any common expense by waiver of the use or enjoyment of those items paid for or by abandonment of the unit.
- (e) **Capital Improvements.** Assessments may be made by the Board of Directors for capital improvements only upon an affirmative vote of owners of an undivided seventy-five percent (75%) interest in the common elements.
- (f) **Initial Assessments, Annual Assessments, and Increases.** The initial regular quarterly assessment shall be set by the Board of Directors. Thereafter, any change in quarterly assessments shall be made at the annual meetings of the Association. Increases shall require approval of seventy-five percent (75%) of the unit owners. These limitations shall not

apply to any special assessments.

- (g) **Account Balances.** No unit owner shall be entitled to receive the balance, if any, in that owner's assessment account 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.
- (h) **Right to a Lien and Personal Obligation.** Assessments, together with interest, late fees, costs of collection, costs of suit, and reasonable attorney's fees, shall be a lien on the unit against which each assessment is made. Each such assessment, together with interest, late fees, costs of collection, costs of suit, and reasonable attorney's 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 the successors in title unless expressly assumed by them.

9. **Rules and Regulations**. Administrative rules and regulations concerning the use of common elements may be promulgated and amended by the Board of Directors with the approval of seventy-five percent (75%) of the unit owners. A copy of all rules and regulations shall be provided to each unit owner by the Secretary of the Association, without cost, upon request.

10. **Working Capital**. Billings Townhouses, LLP, shall collect from the initial purchaser of each unit, at the time of closing, an initial capital payment of an amount equal to such purchaser's pro rata share of insurance for the year, plus an amount equal to one quarterly assessment. Billings Townhouses, LLP, shall deliver the funds so collected 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 Billings Townhouses, LLP, to defray any of its expenses, construction costs, or other financial obligations, but Billings Townhouses, LLP, shall be reimbursed from these funds for any prepaid insurance coverage paid by it, which covers units after the date of sale. These payments shall not be considered as advance payment of regular assessments.

11. **Use of Units and Common Elements**.

- (a) The units shall be used for residential uses, including home offices as allowed by City of Billings Zoning Ordinance.
- (b) The common elements shall be used only for the furnishing of services and facilities for which they are reasonably suited and which are incidental

to the use and occupancy of the units.

- (c) No nuisances shall be allowed nor shall any use or practice be allowed which disrupts the business or enjoyment of other unit owners.
- (d) No unit owner or occupant shall erect or place in the common elements any building or structure, including fences and walls, nor make any additions or alterations to any common elements, except in accordance with plans and specifications approved by the Board of Directors.
- (e) No unit owner shall place any permanent or temporary equipment, machine, advertisement, tent, canopy, or device of any type in the common elements or on the exterior of the building, except in accordance with plans and specifications approved by the Board of Directors.
- (f) Unit owners shall promptly perform all maintenance and repair work within their own units which, if omitted, would affect any common element, or the other units, and each unit owner shall be responsible for all damages and liabilities created by such failure to maintain or repair.
- (g) 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.
- (h) No storage of chemicals or hazardous substances prohibited by Montana law shall be permitted in any unit.
- (i) No unit owner shall perform any act or store anything within or immediately adjacent to his unit which might increase the rate of casualty insurance for the building or increase the probability of fire or explosion as a result of such act or the storage of such items. No disposal of hazardous substances shall be permitted in any unit or on the common elements.
- (j) No offensive or unlawful use shall be made of any unit, the common elements, or any part thereof. Uses shall conform to zoning restrictions on the property.
- (k) Nothing shall be done in or to any unit or the common elements which will impair the structural integrity of the building or which will structurally change the building.

12. **Parking**. Indoor and outdoor parking spaces are provided with each unit and are reserved solely for the use of each unit owner. Unit owners shall not park

motor vehicles in such a manner as to block sidewalks, driveways or entrances to other units. Additionally, unit owners shall not permit guests to do so. Junked, non-operational or unlicensed motor vehicles, boats, campers, recreational vehicles and vehicles used for advertising shall not be parked in the driveway of any unit. Improperly or unauthorized parked motor vehicles shall be removed at the owner's expense.

13. **Liability of the Association.** The Association shall not be liable to any unit owner for any failure of the water supply, the sewer system, or any other service 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 except to the extent such injury or damage is covered by insurance that the Association purchased. The Association shall not be liable to any unit owner for loss or damage, by theft or otherwise, of personal property. This section 13 shall not be deemed to be a waiver of any liability between unit owners. No diminution or abatement of any assessment 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.

14. **Amendment.**

- (a) These Bylaws may be amended by the Association in a duly constituted meeting called for such purpose. No amendment shall take effect unless approved by at least 75% of the unit owners entitled to vote and until a copy of the Bylaws, as amended, certified by the President and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Yellowstone County, Montana; provided, however, that the Bylaws shall always include those matters required to be included therein by the Montana Unit Ownership Act.
- (b) The provisions of these Bylaws shall be covenants running with the land and shall be binding on all unit owners, their tenants, employees and guests, for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

15. **Conflicts.** In the event of any conflict between these Bylaws and the provisions of the Montana Unit Ownership Act, or the Declaration, the latter shall govern and apply.

