

EXHIBIT "D"

BOOK 170 PAGE 650

BY-LAWS  
OF  
THE LYNNWOOD CONDOMINIUM OWNERS ASSOCIATION

ARTICLE I

Introduction - Plan of Unit Ownership

Section 1. The provisions of these By-Laws apply to the use and occupancy of The Lynnwood, a residential condominium, located on the real property described in the Condominium Declaration of Covenants, Conditions and Restrictions pertaining to The Lynnwood, as shown in the official records of the Missoula County Clerk and Recorder.

Section 2. The Association is organized under the laws of Montana, and in accordance with the applicable provisions of the Internal Revenue Code, to-wit: Section 501(c)(7) as amended, pertaining to owners associations.

ARTICLE II

Name and Offices of Association

The name of this association shall be The Lynnwood Condominium Owners Association with offices located in Missoula County, Montana.

ARTICLE III

Definitions

Section 1. Generally. Except as expressly stated herein and unless the context hereof requires otherwise, the terms used in these By-Laws, shall be those set forth in the Condominium Declaration of Covenants, Conditions and Restrictions.

ARTICLE IV

Membership and Voting

Section 1. All Unit Owners in The Lynnwood shall be members of and constitute The Lynnwood Condominium Owners Association, hereinafter referred to as the "Association". An Owner shall automatically become a member of the Association and shall remain a member thereof until such time as ownership of such unit ceases for any reason, at which time

the corresponding membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes, including voting, as shall be provided by the terms of any appropriate written document filed with the Board of Directors of the Association, the mortgagee, Deed of Trust or Trust Indenture beneficiary, or contract seller of any Unit declared in default under such instrument shall be deemed to be the owner thereof.

Section 2. Voting shall be done generally on a unit basis, each Unit having the voting power (number of votes) which appears on Exhibit "B" to the Declaration and which by reference is incorporated herein as if fully set forth at this point. Votes may be cast in person or by proxy by the respective owners as shown in the record of ownership of the Association. An executor, administrator, personal representative, guardian or trustee may vote for any Unit owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such Unit in such capacity.

Section 3. The authority given by any Unit Owner to another person to represent him at meetings of the Association, shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked in writing filed with the Secretary or by the death or incapacity of such owner, but in no instance may such delegation continue for more than two (2) years without the Unit Owner re-delegating the authority in writing, signed by such Owner and filed with the Secretary.

#### ARTICLE V

##### Meetings of Members

Section 1. There shall be an annual meeting of voting members of the Association on the first Saturday in the second month after the end of each fiscal year of the Association. The meetings of Association members shall be held at a meeting place determined by the Board of Directors as convenient for as many of Association members as is possible. At the annual meeting, the Board of Directors shall present an annual report consisting of a balance sheet as of the end of the fiscal year, an operating statement and a statement of changes in financial position for the fiscal year to each Unit Owner.

At the annual meeting the members shall elect new directors to replace those whose terms have expired. All voting for directors shall be by secret written ballot,

based on the principles of "cumulative voting" given the common meaning of that phrase. Each Member may cumulate votes and give one (1) candidate, or divide among any number of candidates a number of votes equal to the number of directors to be elected multiplied by the number of votes which such Unit Owner is entitled to cast pursuant to Exhibit "B" to the Declaration, and these By-laws.

Section 2. Special meetings may be called any time for the purpose of considering matters which require the approval of members. Such a special meeting shall be called by written notice mailed at least fifteen (15) but not more than ninety (90) days prior to the date of such meeting to all Unit Owners. Such written notice may be initiated by a majority of a quorum of the Board of Directors or receipt of a written request therefor signed by members representing not less than five percent (5%) of the total voting power of the Association. Such notices shall specify the date, time and place of the meeting as well as all matters to be considered.

Section 3. The presence at any meeting in person or by proxy of the Unit Owners having a majority of the total voting power of the Association shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners upon the affirmative vote of the Unit Owners having a majority of the total votes present at the meeting.

#### ARTICLE VI

##### Board of Directors

Section 1. Initially the business and property of the Association shall be managed under the direction of a Board of Directors consisting of three (3) Directors who shall be appointed by the Declarant. Directors need not be Unit Owners. Upon election of the first elected Board of Directors as provided in Section 2 of this article, the number of directors shall increase to five who shall be elected for a term of two (2) years; subject to the limitations set forth in Section 2 of this article relating to the lengths of terms of the first elected Board of Directors.

Section 2. First Meeting of and Election of First Board of Directors. Within six (6) months after the sale and closing of twenty-five (25) or more of the units but in no event later than one (1) year after closing of the sale of the first Unit the Declarant or its designated representative shall call and chair a meeting of Members. Written notice of said meeting shall be given to all Unit Owners at

least ten (10) days prior to the meeting. At such meeting, the first Board of Directors shall be elected by cumulative voting to serve until the following annual meeting of Owners. At the first annual meeting, the first Board of Directors shall be replaced by regular Directors as follows: Three (3) Director shall be elected for a term of two (2) years; two (2) Directors shall be elected for a term of one (1) year.

Section 3. Regular meetings of the Board of Directors shall be held not less than annually, immediately after the adjournment of the annual meeting of members, and at such intervals thereafter as the board may decide.

Section 4. Special meetings of the Board of Directors may be called by the President or any two members of the Board other than the President; or

The Board of Directors may take actions without a meeting if all of its members consent in writing to the action to be taken.

If the Board of Directors resolves by unanimous written consent to take action, an explanation of the action taken shall be posted at a prominent place or places within the common area within three (3) days after the written consents of all Board of Directors members have been obtained.

Section 5. Notice of all regular and special meetings, shall be posted in a prominent place in the Common Area and shall be mailed to each Director by the Secretary at least five (5) days prior to the time fixed for the meeting. Such notice shall specify the time and place of meeting, and in the case of special meetings shall state the purpose or purposes thereof. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting.

Section 6. A quorum for the transaction of business at any regular or special meeting of the Directors shall consist of two (2) members of the Board, until the Board increases to five (5) members, at which time a quorum shall consist of three (3) members of the Board.

Section 7. The Directors shall elect the officers of the association specified in Article VII of these By-Laws at the Directors' meeting following each annual meeting of the members of the Association. An officer may be removed at any time by a majority vote of the full Board of Directors of the Association.

Section 8. A vacancy or vacancies on the Board of Directors may be filled by the remaining Directors at any special or regular Directors' meeting. Death, incapacity, or resignation of any Director shall cause his office to become vacant.

Section 9. The Board of Directors shall have the responsibility for, and authority to do all things necessary to manage the project and administer the Association including hiring a Manager, or management service, and in accordance with the provisions of the Declaration, fix his or her compensation, and specify his or her authority. The manager may be discharged by a majority vote of the full Board of Directors.

Section 10. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors, or in the absence of any such resolution applicable to such instrument, by the President or Vice-President or the Secretary/Treasurer.

Section 11. At a meeting called expressly for that purpose, one or more Directors, or the entire Board of Directors, may be removed, with or without cause, by a vote of a majority of the unit owners. If less than the entire Board is to be removed, no one of the Directors may be removed if the votes cast against his or her removal would be sufficient to elect him or her if then cumulatively voted at an election of the entire Board of Directors.

#### ARTICLE VII

##### Officers

Section 1. The officers of this Association shall be a President, a Vice President, and a Secretary/Treasurer, each of whom shall be elected for a term of one (1) year and shall hold office until their successors are duly elected and qualified. The officers need not be unit owners.

Section 2. The President shall preside at all Directors' and members' meetings; shall have general supervision over the affairs of the Association and shall perform all such other duties as are incident to the office. In case of the absence or disability of the President his or her duties shall be performed by the Vice President.

Section 3. The Secretary/Treasurer shall issue notices of all Directors' and members' meetings and shall attend and

keep the minutes of the same; shall have charge of all Association books and records and papers, and shall have custody of all money and securities of the Association and shall give bond in such amount as is required by the Directors, conditioned upon the faithful performance of the duties of this office. The Secretary/Treasurer shall keep regular books of account and shall submit them, together with all of his or her vouchers, receipts, records and other papers to the Directors for their examination and approval, at least quarterly or as often as they may require additionally; and shall perform all other duties as are incident to this office.

Section 4. The Association shall annually appoint a public accountant or accounting firm as auditor, who shall not be an officer of the Association nor own any interest in any office unit, to prepare or review the books and financial records of the Association.

#### ARTICLE VIII

##### Finance

Section 1. The funds of the Association shall be deposited in such bank or banks, building and loan or savings and loan associations as the Directors shall designate and shall be withdrawn only upon the check or order of an officer of the Association duly authorized by the Board of Directors, or by a Manager if so authorized.

Section 2. The Directors shall establish and collect the assessments specified in the Declaration pursuant to the terms and conditions stated therein.

Section 3. In the event of default by any Unit Owner in paying the assessments specified above, the Board of Directors may exercise any and all of the remedial procedures stated in the Declaration.

#### ARTICLE IX

##### Owner's Rights and Obligations

Section 1. Each Unit Owner shall be entitled to the exclusive ownership interest and possession of his or her Unit and each Unit Owner shall be entitled to an undivided interest in the Common Areas as described in these By-Laws and the Declaration of Condominium. The undivided interest of a Unit Owner in Common Areas shall not be separated from the Unit to which it appertains.

Each Unit Owner may use the Common Areas in accordance with the purposes for which they are intended but may not hinder or encroach upon the lawful rights of other Unit Owners.

Section 2. Any common profits of the Common Areas of the property shall be deposited to the general fund of the Association to be applied against the common expenses of the Association and the common expenses of maintaining the Common Area shall be charged to the Unit Owners according to the percentage of undivided interest of each in the Common Areas.

Section 3. No Unit Owner may exempt himself or herself from liability for his or her contribution toward the common expenses or time share expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his or her Unit.

Section 4. Each Unit Owner shall comply with these By-laws and with the administrative rules and regulations adopted pursuant thereto, and with the covenants, conditions and restrictions in the Declaration or in the deed to his or her Unit. Failure to comply therewith shall be grounds for an action maintainable by the Association or by an aggrieved Unit Owner.

Section 5. All necessary work of maintenance, repair and replacement of the Common Areas and additions or improvements to the Common Areas shall be carried out only as provided by these By-laws and under the supervision of the Board of Directors of the Association.

#### ARTICLE X

##### Amendment

Section 1. No amendment to the Articles of Incorporation or By-Laws shall be effective unless approved by seventy-five percent (75%) of the total voting power of the Association and recorded with the Missoula County Clerk and Recorder.

Section 2. An amendment may be proposed at any regular meeting of the Board of Directors by a majority of such Directors (or it may be proposed by written petition of thirty (30%) percent or more of the Unit Owners) presented at a regular or special meeting of the Board of Directors. Such proposed amendments shall be sent by registered or certified mail to each Unit Owner, and shall be voted upon by Unit Owners by secret ballot at a meeting to be set by the Board of Directors no more than one month after such amendment is proposed.

ARTICLE XI

Miscellaneous

Section 1. All notices to the Board of Directors shall be sent postage prepaid in care of the Manager or if there is no Manager, to the office of the Board of Directors as may be designated from time to time, said notices to be effective upon receipt, and all notices by the Board of Directors to Unit Owners shall be sent postage prepaid to the address furnished by each Unit Owner, said notices to be effective upon mailing.

Section 2. The invalidity of any part of these By-Laws shall not affect or impair in any manner the validity, enforceability, or effect of the balance of these By-Laws.

Section 3. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

Section 4. The Board of Directors as designated in the The Lynnwood Condominium Owners Association Articles of Incorporation, shall serve as President, Vice-President and Secretary/Treasurer of this Association until the first Board of Directors shall be elected according to the provisions of Article VI, of these By-Laws.

Section 5. Where the word "mortgagee" appears in these By-Laws it shall include a deed of trust or trust indenture beneficiary or Contract Seller.

Section 6. The books, records and papers of the Association shall be kept at the principal place of business of the Association, and shall at all times, during reasonable business hours, be subject to inspection by any Member. Copies of the Declaration, the Articles, and the By-laws of the Association may also be purchased at a reasonable cost.

ARTICLE XII

Evidence of Membership, Seal

Section 1. The Board of Directors shall have the power, but not the obligation to cause the issuance of evidence of membership in the Association to the members in such form as the Board shall determine.



Section 2. The Association shall have a seal in circular form having within its circumference the name of the association, and such other items as may be required by the Laws of Montana.

ARTICLE XIII

Conflicts

In case any of these By-Laws conflict with the provisions of any statutes of the State of Montana or of the Declaration and its exhibits, the provisions of such statute or of the Declaration as the case may be shall control.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto executed these By-laws this 5<sup>th</sup> day of January, 1982.

*Bruce Dailey*  
BRUCE DAILEY

THIS IS TO CERTIFY:

That I am the duly elected, qualified and acting Secretary of The Lynnwood Condominium Owners Association, a Montana nonprofit corporation, and that the above and foregoing By-laws were adopted as the By-laws of said corporation by the initial Board of Directors at a meeting held January 5<sup>th</sup>, 1982.

*Scott M. Muller*  
Secretary

STATE OF MONTANA )  
                                  ) SS.  
County of Missoula )

On the 5<sup>th</sup> day of January, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Scott M. Muller known to me to be the Secretary of the within corporation, and acknowledged to me that he executed the foregoing Certificate on behalf of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 5<sup>th</sup> day and year herein written.



*Scott M. Muller*  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 12/3/84

8206208

I received and filed this instrument for record on the 5<sup>th</sup> day of January, 1982, at Missoula, Montana, and it is recorded in Vol. 170, on Page 658. Mine Filed by the County of Missoula, Book 11. At witness my hand, Evan Hunt, County Recorder, By *Evan Hunt*, Deputy. Dec. 1982. Fee \$12.00. Return: *Scott M. Muller*, Secretary of Lynnwood.

92 JAN 5 PM 4 19

330-1594

AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE LYNNWOOD

THIS RESOLUTION AND AMENDED DECLARATION is made this 2nd day of April, 1992, by the Unit Owners of the Lynnwood Condominiums, (hereinafter referred to as the "unit owners"), and by the Lynnwood Condominium Association, Inc., a Montana non-profit corporation.

W I T N E S S E T H:

(e) WHEREAS, unit owners are the owners of all the condominium units of that certain real property located in the City of Missoula, County of Missoula, State of Montana, more particularly described as:

All that certain land, being a condominium described as follows:

Units 102 through 412 inclusive, as shown and defined in the Condominium Declaration of Covenants, Conditions and Restrictions for the Lynnwood, a Residential Condominium, together with its exhibits as recorded in Book 170, Micro Records, Page 581, of the official records of Missoula County, Montana, together with all undivided interests in and to Tract 1, Block 2, Hammond Addition No. 1, a platted subdivision of the City of Missoula, Missoula County, Montana, according to the official recorded plat thereof (Reference: Certificate of Number 255) together with all the hereditaments, appurtenances thereunto belonging, improvements thereon, and together with all exclusive use areas or limited common areas as those terms are defined in the Declaration.

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353-1535

(b) WHEREAS, the Lynnwood Condominium Owners Association and unit owners desire to impose a general plan for the occupancy by persons 62 years of age or older, as housing for older persons only; and,

(c) WHEREAS, the unit owners, upon affirmative vote and written assent of seventy-five percent (75%) of the total voting power of the Lynnwood Condominium Owners Association, resolved and amended the Declaration of Covenants, Conditions and Restrictions for the Lynnwood which is recorded in Book 170, Page 561, of the official records of Missoula County, Montana;

NOW, THEREFORE, pursuant to the Unit Ownership Act, Title 70, Chapter 23, Montana Code Annotated, and pursuant to the Declaration of Covenants, Conditions and Restrictions for The Lynnwood, pursuant to the By-laws of the Lynnwood Condominium Owners Association, the unit owners of the Lynnwood Condominiums, and the Lynnwood Condominium Owners Association, do hereby resolve and do hereby amend ARTICLE III, page 13 of the Declaration of Covenants, Conditions and Restrictions for The Lynnwood, as recorded in Book 170, Micro Records, Page 596, of the official records of Missoula County, Montana as follows:

REV 353 FILE 1536

ARTICLE III

USE OF UNITS AND COMMON AREA

Section 1. Each unit shall be improved, used and actually occupied for private, single-family dwelling purposes only. No person under the age of 62 years shall occupy a unit and no person under the age of 62 years shall be domiciled with any person who occupies a unit. Persons under the age of 62 are permitted who are personal care or health care attendants to any occupant at The Lynnwood Condominium. Persons under the age of 62 are also permitted who perform substantial duties related to the management or maintenance of The Lynnwood Condominiums. Persons under the age of 62 are also permitted who are visitors of the unit owners or lessees of unit owners for a period of time not to exceed thirty (30) days; provided, however, that any visitors shall be excluded who make or cause improper noises or unreasonably interfere in any way with the use and enjoyment by other occupants of the respective Lynnwood Condominium units.

No business or commercial activity of any kind (except rental as specified in Section 3 below) shall be conducted therein without the prior written consent of the Association; provided, however, the Association and unit owners may use any of the units as model units for show to prospective lessees.

353-1537

We have hereunto set our hands and seals this 2nd day  
of April, 1992.

LYNWOOD CONDOMINIUM OWNERS  
ASSOCIATION, INC.

by: Betty J. Wilkins  
Its President

ATTEST:

LYNWOOD CONDOMINIUM OWNERS  
ASSOCIATION, INC.

by: [Signature]  
Secretary-Treasurer

92 APR 28 PM 2 46

STATE OF MONTANA }  
County of Missoula } as:

On this 2nd day of April, 1992, before me,  
a Notary Public in and for the State of Montana, personally  
appeared Betty Wilkins, known to me to be  
the President of the Lynnwood Condominium Owners Association, Inc.,  
and personally appeared [Signature], known to me  
to be the Secretary-Treasurer of the Lynnwood Condominium Owners  
Association, Inc., the corporation that executed this instrument  
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.

[Signature]  
Notary Public, St. of Montana  
Residing at Missoula, Montana  
Commission expires: July 31, 1994



9210913

Page 4

RECORDED IN MISSOULA COUNTY, MONTANA, MAY 1992, BY CLERK P. ANDERSON  
BOOK 353 PAGE 1537  
BY DAVID DONALD HARRIS  
KALIA - MISSOULA, MONTANA  
MISSOULA, MT 59802

09/5/4

**After Recording Return To:**

Gary B. Chumrau  
Garlington, Lohn & Robinson, PLLP  
199 West Pine • P.O. Box 7909  
Missoula, MT 59807-7909

200810331 B: 818 P: 707 Pages: 5  
05/08/2008 09:31:15 AM Miscellaneous  
Vickie M Zeier, Missoula County Clerk & Recorder  
[REDACTED]

**AMENDMENT NO. 3 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LYNNWOOD (CONDOMINIUMS)**

THIS AMENDMENT NO. 3 is made effective this 20th day of April, 2008, by the LYNNWOOD CONDOMINIUM ASSOCIATION, INC., a Montana non-profit corporation (the "Association") for and on behalf of itself and all the Unit Owners in the Lynnwood Condominium, all as set forth herein.

**RECITALS**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lynnwood dated December 31, 1981, was recorded in Volume 170 at Page 581, Micro records of Missoula County, Montana ("Declaration"); and

WHEREAS, Article XI, Section 5 of the Declaration provides that the Declaration may be amended by a written instrument executed by the Association and upon an affirmative vote of seventy-five percent (75%) of the total voting power of the Association; and

WHEREAS, the Declaration was previously modified by the terms of Amendments, one recorded in Volume 353 at Page 1534 and the second recorded in Book 690 at Page 1478, Micro Records of Missoula County, Montana; and

WHEREAS, the Association and Condominium Unit owners wish to again amend the Declaration on the terms set forth herein; and

WHEREAS, the Association Board and the Condominium Unit owners by an affirmative vote of at least 75% of the total voting power have approved the modifications/amendments set forth herein.

NOW, THEREFORE, pursuant to the Unit Ownership Act, Title 71, Chapter 23 of the Montana Code Annotated, and pursuant to the terms of the Declaration and the Bylaws of the Lynnwood Condominium and the Association, the Association for and on behalf of itself and the Condominium Unit owners hereby agree:

1. The above Recitals are incorporated herein.
2. Units 308 and 309 have been re-designed and re-configured by re-locating the common wall. The size of Unit 308 has been increased from 880 square feet to a total of 1,160 square feet, and Unit 309 has been decreased from 886 square feet to 600 square feet, all as shown on the floor plan attached hereto as Exhibit "A2.1." Exhibit "A2.1" modifies and amends the floor plans and specifications for Units 308 and 309 attached to the Declaration.
3. Exhibit "B" to the Declaration is hereby modified to account for the change in size of Units 308 and 309 by modifying each Unit's ownership and voting percentages as follows:

<u>Unit Number</u>	<u>Ownership Factor or Assignment Factor</u>	<u>Unit Voting Power (Number of Votes)</u>
308	.02835501999	2.835501999
309	.01536288310	1.536288310

By this modification, the collective ownership and voting percentages of the two Units have not changed but have just been re-allocated to the two Units based on their proportionate change in size as set forth above. The respective ownership and voting percentages of all the other Condominium Units in the Lynnwood Condominium as set forth in Exhibit "B" to the Declaration remain unchanged.

4. Except as expressly modified by the terms hereof, the Declaration and previous two amendments shall remain unchanged and their terms are hereby ratified.

*Signatures on Following Page*

DATED this 1<sup>st</sup> day of <sup>May</sup> ~~April~~, 2008.

LYNNWOOD CONDOMINIUM OWNERS  
ASSOCIATION, INC.  
a Montana non-profit corporation

By Dorothy A. Servis  
Dorothy A. Servis, President

By Dorothy M. Ralders  
Printed: Dorothy M. Ralders  
Its: Secretary/Treasurer

STATE OF MONTANA    )  
                                  :SS  
County of Missoula    )

On May 1, 2008, before me Scott M. Muller, Notary Public, personally appeared DOROTHY A. SERVIS, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as the President of the Lynnwood Condominium Owners Association, Inc.

WITNESS my hand and official seal.



Scott M. Muller  
Printed Name SCOTT M. MULLER  
NOTARY PUBLIC FOR THE STATE OF MT  
Residing at Lolo, MT  
Commission Expires July 23, 2011



STATE OF MONTANA )  
 )  
:SS  
County of Missoula )

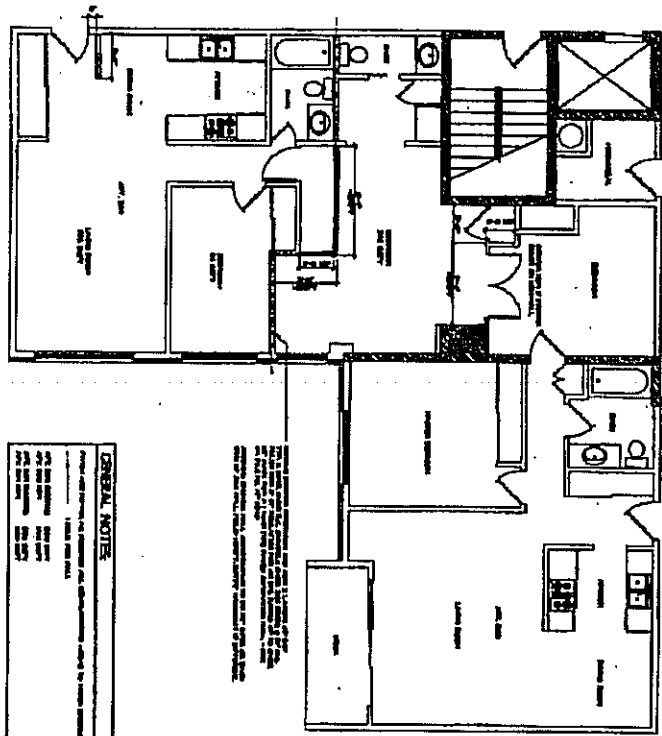
On May 1, 2008, before me Scott M. Muller, Notary Public, personally appeared Dorothy M. Rahders, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same as the Secretary/Treasurer of the Lynnwood Condominium Owners Association, Inc.

WITNESS my hand and official seal.



Scott M. Muller  
Printed Name Scott M. Muller  
NOTARY PUBLIC FOR THE STATE OF MT  
Residing at Lele, MT  
Commission Expires July 23, 2011

① FLOOR PLAN OF APT. #208 & 209



**GENERAL NOTE:**

1. All work shall be in accordance with the approved plans and specifications. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for the safety of all workers and the public. The contractor shall be responsible for the protection of all existing utilities and structures. The contractor shall be responsible for the removal and disposal of all debris and materials. The contractor shall be responsible for the cleanup of all work areas. The contractor shall be responsible for the completion of all work within the specified time frame. The contractor shall be responsible for the payment of all bills and taxes. The contractor shall be responsible for the maintenance of all equipment and tools. The contractor shall be responsible for the insurance of all workers and equipment. The contractor shall be responsible for the bonding of all workers and equipment. The contractor shall be responsible for the compliance with all applicable laws and regulations. The contractor shall be responsible for the coordination with all other trades and subcontractors. The contractor shall be responsible for the communication with the architect and owner. The contractor shall be responsible for the quality of all work. The contractor shall be responsible for the safety of all workers and the public. The contractor shall be responsible for the protection of all existing utilities and structures. The contractor shall be responsible for the removal and disposal of all debris and materials. The contractor shall be responsible for the cleanup of all work areas. The contractor shall be responsible for the completion of all work within the specified time frame. The contractor shall be responsible for the payment of all bills and taxes. The contractor shall be responsible for the maintenance of all equipment and tools. The contractor shall be responsible for the insurance of all workers and equipment. The contractor shall be responsible for the bonding of all workers and equipment. The contractor shall be responsible for the compliance with all applicable laws and regulations. The contractor shall be responsible for the coordination with all other trades and subcontractors. The contractor shall be responsible for the communication with the architect and owner. The contractor shall be responsible for the quality of all work.

**A21**

FLOOR PLAN

A Condo Remodel  
for:  
**Don Collins**  
303 Remick #208 & 209  
Baltimore, Maryland

**OZ Architects Inc.**  
20 York Street, Suite 200, Baltimore, Maryland 21201 Phone 781-266-1000 Fax 781-266-1001

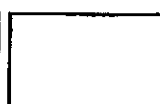


EXHIBIT "D"

BYLAWS  
OF  
THE LYNNWOOD CONDOMINIUM OWNERS ASSOCIATION  
*As Amended October 15, 2002*  
*Original Bylaws recorded at Vol. 170, Pg. 650*  
*Amendments recorded at Book 690, Pg. 1478*

ARTICLE I

Introduction - Plan of Unit Ownership

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Section 2. the Association is organized under the laws of Montana, and in accordance with the applicable provisions of the Internal Revenue Code, to-wit; Section 501(c)(7) as amended, pertaining to owners associations.

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### Membership and Voting

Section 1. All unit owners in The Lynnwood shall be members of and constitute The Lynnwood Condominium Owners Association, hereinafter referred to as the "Association." An Owner shall automatically become a member of the Association and shall remain a member thereof until such time as ownership of such unit ceases for any reason, at which time the corresponding membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes, including voting, as shall be provided by the terms of any appropriate written document filed with the Board of Directors of the Association, the mortgagee, Deed of Trust or Trust Indenture beneficiary, or contract seller of any unit declared in default under such instrument shall be deemed to be the owner thereof.

Section 2. Voting shall be done generally on a unit basis, each unit having the voting power (number of votes) which appears on Exhibit "B" to the Declarations and which by reference is incorporated herein as if fully set forth at this point. Votes may be cast in person or by proxy by the respective owners as shown in the record of ownership of the Association. An executor, administrator, personal representative, guardian or trustee may vote for any unit owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such unit in such capacity.

Section 3. The authority given by any unit owner to another person to represent him at meetings of the Association, shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked in writing filed with the Secretary or by the death or incapacity of such owner, but in no instance may such delegation continue for more than two (2) years without the unit owner re-delegating the authority in writing, signed by such Owner and filed with the Secretary.

## ARTICLE V

### Meetings of Members

Section 1. There shall be an annual meeting of voting member of the Association during the month of May of each fiscal year on a date designated by the Board of Directors. The meetings of Association members shall be held at a meeting place determined by the Board of Directors as convenient for as many of Association members as is possible. At the annual meeting, the Board of Directors shall present an annual report consisting of a balance sheet as of the end of the fiscal year, an operating statement and a statement of changes in financial position for the fiscal year to each unit owner.

At the annual meeting the members shall elect by a majority vote of members present at the meeting, in person or by proxy, new Directors to replace those whose terms have expired. Voting for directors shall be by written ballot if the number of nominees is greater than the number of seats open on the Board. If the number of nominees is equal to or less than the number of seats open on the Board the vote shall be by show of hands. The provision of the first sentence of Article IV, Section 2 above, shall not apply to voting for new directors, i.e., in determining a majority vote each unit shall have one vote of equal value to the votes of all other units.

Section 2. Special meetings may be called any time for the purpose of considering matters which require the approval of members. Such a special meeting shall be called by written notice mailed at least fifteen (15) but not more than ninety (90) days prior to the date of such meeting to all unit owners. Such written notice may be initiated by a majority of a quorum of the Board of Directors or receipt of a written request therefore signed by members representing not less than five percent (5%) of the total voting power of the Association. Such notices shall specify the date, time and place of the meeting as well as all matters to be considered.

Section 3. The presence at any meeting in person or by proxy of the unit owners having a majority of the total voting power of the Association shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the unit owners upon the affirmative vote of the unit owners having a majority of the total votes present at the meeting.

## ARTICLE VI

### Board of Directors

Section 1. Initially the business and property of the Association shall be managed under the direction of a Board of Directors consisting of three (3) Directors who shall be appointed by the Declarant. Directors need not be unit owners. Upon election of the first elected Board of Directors as provided in Section 2 of this article, the number of directors shall increase to five who shall be elected for a term of two (2) years; subject to the limitations set forth in Section 2 of this Article relating to the lengths of terms of the first elected Board of Directors.

Section 2. First Meeting of and Election of First Board of Directors. Within six (6) months after the sale and closing of twenty-five (25) or more of the units but in no event later than one (1) year after closing of the sale of the first unit the Declarant or its designated representative shall call and chair a meeting of Members. Written notice of said meeting shall be given to all unit owners at least ten (10) days prior to the meeting. At such meeting, the first Board of Directors shall be elected by cumulative voting to serve until the following annual meeting of Owners. At the first annual meeting, the first Board of Directors shall be replaced by regular Directors as follows: Three (3) Directors shall be elected for a term of two (2) years; two (2) Directors shall be elected for a term of one (1) year.

Section 3. Regular meetings of the Board of Directors shall be held not less than annually, immediately after the adjournment of the annual meeting of members, and at such intervals thereafter as the Board may decide.

Section 4. Special meetings of the Board of Directors may be called by the President of any two members of the Board other than the President; or

The Board of Directors may take actions without a meeting if a majority of its members consent to the action to be taken.

The Board of Directors shall send copies of the minutes of its meetings to all unit owners.

Section 5. Notice of the time and date of all regular and special meetings shall be given to each Director at least three (3) business days prior to the time fixed for the meeting, and as to special meetings, shall include the purpose thereof. Any unit owner may request a notice of the date and time of scheduled Board meetings. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting.

Section 6. A quorum for the transaction of business at any regular or special meeting of the Directors shall consist of two (2) members of the Board, until the Board increases to five (5) members, at which time a quorum shall consist of three (3) members of the Board.

Section 7. The Directors shall elect the officers of the Association specified in Article VII of these Bylaws at the Directors' meeting following each annual meeting of the member of the Association. An officer may be removed at any time by a majority vote of the full Board of Directors of the Association.

Section 8. A vacancy or vacancies on the Board of Directors may be filled by the remaining Directors at any special or regular Director's meeting. Death, incapacity, or resignation of any Director shall cause his office to become vacant.

Section 9. The Board of Directors shall have the responsibility for, and authority to do all things necessary to manage the project and administer the Association including hiring a Manager, or management service, and in accordance with the provisions of the Declaration, fix his or her compensation, and specify his or her authority. The manager may be discharged by a majority vote of the full Board of Directors.

Section 10. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors, or in the absence of any such resolution applicable to such instrument, by the President or Vice-President or the Secretary/Treasurer.

Section 11. At a meeting called expressly for that purpose, one or more Directors, or the entire Board of Directors, may be removed, with or without cause, by a vote of a majority of the unit owners.

## ARTICLE VII

### Officers

Section 1. The officers of this Association shall be a President, Vice President, and a Secretary/Treasurer, each of whom shall be elected for a term of one (1) year and shall hold office until their successors are duly elected and qualified. The officers need not be unit owners.

Section 2. The President shall preside at all Directors' and members' meetings; shall have general supervision over the affairs of the Association and shall perform all such other duties as are incident to the office. In case of the absence or disability of the President, his or her duties shall be performed by the Vice President.

Section 3. The Secretary/Treasurer shall issue notices of all Directors' and members' meetings and shall attend and keep the minutes of the same; shall have charge of all Association books and records and papers, and shall have custody of all money and securities of the Association and shall give bond in such amount as is required by the Directors, conditioned upon the faithful performance of the duties of this office. The Secretary/Treasurer shall keep regular books of account and shall submit them, together with all of his or her vouchers, receipts, records and other papers to the Directors for their examination and approval, at least quarterly or as often as they may require additionally; and shall perform all other duties as are incident to this office.

## ARTICLE VIII

### Finance

Section 1. The funds of the Association shall be deposited in such bank or banks, building and loan or savings and loan associations as the Directors shall designate and shall be withdrawn only upon the check or order of an officer of the Association duly authorized by the Board of Directors, or by a Manager if so authorized.

Section 2. The Directors shall establish and collect the assessments specified in the Declaration pursuant to the terms and conditions stated therein.

Section 3. In the event of default by any unit owner in paying the assessments specified above, the Board of Directors may exercise any and all of the remedial procedures stated in the Declaration.

## ARTICLE IX

### Owner's Rights and Obligations

Section 1. Each unit owner shall be entitled to the exclusive ownership interests and possession of his or her unit and each unit owner shall be entitled to an undivided interest in the common areas as described in these Bylaws and the Declaration of Condominium. The undivided interest of a unit owner in Common Areas shall not be separated from the unit to which it appertains.

Each unit owner may use the Common Areas in accordance with the purposes for which they are intended but may not hinder or encroach upon the lawful rights of other unit owners.

Section 2. Any common profits of the Common Areas of the property shall be deposited to the general fund of the Association to be applied against the common expenses of the Association and the common expenses of maintaining the Common Area shall be charged to the unit owners according to the percentage of undivided interest of each in the Common Areas.

Section 3. No unit owner may exempt himself or herself from liability for his or her contribution toward the common expenses or time share expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his or her unit.

Section 4. Each unit owner shall comply with these Bylaws and with the administrative rules and regulations adopted pursuant thereto, and with the covenants, conditions and restrictions in the Declaration or in the deed to his or her unit. Failure to comply therewith shall be grounds for an action maintainable by the Association or by an aggrieved unit owner.

Section 5. All necessary work of maintenance, repair and replacement of the Common Areas and additions or improvements to the Common Areas shall be carried out only as provided by these Bylaws and under the supervision of the Board of Directors of the Association.

## ARTICLE X

### Amendment

Section 1. No amendment to the Articles of Incorporation or Bylaws shall be effective unless approved by seventy-five percent (75%) of the total voting power of the Association and recorded with the Missoula County Clerk and Recorder.

Section 2. An amendment may be proposed at any regular meeting of the Board of Directors by a majority of such Directors (or it may be proposed by written petition of thirty percent (30%) or more of the unit owners) presented at a regular or special meeting of the Board of Directors. Such proposed amendment shall be sent by certified



mail to each unit owner and shall be voted upon by the unit owners either (1) at the annual meeting or a special meeting called for that purposed by the Board of Directors or (2) by returning by certified mail a ballot enclosed with the proposed amendment. In either case such a vote shall not be sooner than one month nor later than three months after such proposed amendment is mailed to the unit owners.

## ARTICLE XI

### Miscellaneous

Section 1. All notices to the Board of Directors shall be sent postage prepaid in care of the Manager or if there is no Manager, to the office of the Board of Directors as may be designated from time to time, said notices to be effective upon receipt, and all notices by the Board of Directors to unit owners shall be sent postage prepared to the address furnished by each unit owner, said notices to be effective upon mailing.

Section 2. The invalidity of any part of these Bylaws shall not affect or impair in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 3. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

Section 4. The Board of Directors as designated in The Lynnwood Condominium Owners Association Articles of Incorporation, shall serve as President, Vice President and Secretary/Treasurer of this Association until the first Board of Directors shall be elected according to the provisions of Article VI, of these Bylaws.

Section 5. Where the word "mortgagee" appears in these Bylaws, it shall include a deed of trust or trust indenture beneficiary or Contract Seller.

Section 6. The books, records and papers of the Association shall be kept at the principal place of business of the Association, and shall at all times, during reasonable business hours, be subject to inspection by an Member. Copies of the Declaration, the Articles, and the Bylaws of the Association may also be purchased at a reasonable cost.

## ARTICLE XII

### Evidence of Membership, Seal

Section 1. The Board of Directors shall have the power, but not the obligation to cause the issuance of evidence of membership in the Association to the members in such form as the Board shall determine.

Section 2. The Association shall have a seal in circular form having within its circumference the name of the association, and such other items as may be required by the Laws of Montana.

ARTICLE XIII

Conflicts

In case any of these Bylaws conflict with the provisions of any statutes of the State of Montana or of the Declaration and its exhibits, the provisions of such statute or of the Declaration as the case may be shall control.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto executed these Bylaws this 5<sup>th</sup> day of January 1982.

/s/ Bruce Dailey

THIS IS TO CERTIFY:

That I am the duly elected, qualified and acting Secretary of The Lynnwood Condominium Owners Association, a Montana nonprofit corporation, and that the above and foregoing Bylaws were adopted as the Bylaws of said corporation by the initial Board of Directors at a meeting held January 5, 1982.

/s/ Scott M. Muller  
Secretary

STATE OF MONTANA    )  
                                  )  
County of Missoula    )

On the 5<sup>th</sup> day of January 1982, before the undersigned, a Notary Public for the State of Montana, personally appeared Scott M. Muller known to me to be the Secretary of the within corporation, and acknowledged to me that he executed the foregoing Certificate on behalf of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year herein written.

SEAL

/s/ Charlene Angelly  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 12/3/84

Declaration of Covenants, Conditions and Restrictions for the Lynnwood, and pursuant to Exhibit D to the Declaration, which sets forth the By-Laws of the Lynnwood Condominium and the Lynnwood Condominium Owners Association, the unit owners of the Lynnwood Condominium and the Lynnwood Condominium Owners Association do hereby amend various provisions of the Declaration of Covenants, Conditions and Restrictions for the Lynnwood, and of Exhibit D thereto, as follows:

Declaration: Article V Powers and Duties of Association

Article V Section 3(h) (2) (Vol. 170 Pg 608):

Delete the third sentence thereof and substitute therefor the following: "An external audit by an independent certified public accountant may be required by the Board of Directors, as deemed necessary, for fiscal year financial statements (other than budgets)."

Exhibit D, By-Laws: Article V Meetings of Members

Article V Section 1 (Vol. 170 Pg. 651):

Delete the first sentence of the first paragraph thereof, and substitute therefor the following: "There shall be an annual meeting of voting members of the Association during the month of May of each fiscal year on a date designated by the Board of Directors."

Exhibit D, By-Laws: Article V Meetings of Members

Article V Section 1 (Vol. 170 Pg. 651):

Delete the second paragraph thereof and substitute therefor the following: "At the annual meeting the members shall elect by a majority vote of members present at the meeting, in person or by proxy, new Directors to replace those whose terms have expired. Voting for directors shall be by written ballot if the number of nominees is greater than the number of seats open on the Board. If the number of nominees is equal to or less than the number of seats open on the Board the vote shall be by show of hands. The provision of the first sentence of Article IV, Section 2 above, shall not apply to voting for new directors, i.e., in determining a majority vote each unit shall have one vote of equal value to the votes of all other units."

Exhibit D, By-laws Article VI Board of Directors

Article VI Section 4 (Vol. 170 Pg, 653):

Delete the second paragraph thereof and substitute therefor the following: "The Board of Directors may take actions without a meeting if a majority of its members consent to the action to be taken."

Exhibit D, By-Laws Article VI Board of Directors

Article VI Section 4 (Vol. 170 Pg 653)

Delete the third paragraph thereof and substitute therefor the following: "The Board of Directors shall send copies of the minutes of its meetings to all unit owners."

Exhibit D, By-Laws Article VI Board of Directors

Article VI Section 5 (Vol. 170 Pg. 653):

Delete the first and second sentences thereof and substitute therefor the following: "Notice of the time and date of all regular and special meetings shall be given to each Director at least three (3) business days prior to the time fixed for the meeting, and as to special meetings, shall include the purpose thereof. Any unit owner may request a notice of the date and time of scheduled Board meetings."

Exhibit D, By-Laws Article VI Board of Directors

Article VI Section 11 (Vol. 170 Pg. 654):

Delete the second sentence thereof.

Article VII Officers

Article VII Section 4 (Vol. 170 Pg. 655)

Delete entire section.

Article X Amendment

Article X Section 2 (Vol. 170 Pg. 656):

Delete the second sentence thereof and substitute therefor the following: "Such proposed amendment shall be sent by certified mail to each Unit Owner and shall be voted upon by

the unit owners either (1) at the annual meeting or a special meeting called for that purpose by the Board of Directors or (2) by returning by certified mail a ballot enclosed with the proposed amendment. In either case such a vote shall not be sooner than one month nor later than three months after such proposed amendment is mailed to the unit owners."

We have hereunto set our hands and seals this 15<sup>th</sup> day of October, 2002.

Lynnwood Condominium Owners Association, Inc.

Attest:

/s/ Dorothy M. Rahders  
Secretary/Treasurer

By /s/ Dorothy A. Servis  
President

State of Montana )  
 ) ss:  
County of Missoula )

On this 15<sup>th</sup> day of October, 2002, before me, a Notary Public in and for the State of Montana, personally appeared Dorothy A. Servis, known to me to be the President of the Lynnwood Condominium Owners Association, Inc. and personally appeared Dorothy Rahders, known to me to be the Secretary-Treasurer of the Lynnwood Condominium Owners Association, Inc., the corporation that executed this instrument 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.

/s/ Sandra S. Hughes  
Notary Public, State of Montana  
Residing at Missoula, MT  
Commission expires 7-25-04

File copy

Recorded  
10-23-02  
at Book 690  
Page 1478

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LYNNWOOD, A RESIDENTIAL CONDOMINIUM

This Resolution and Amended Declaration are made this 15<sup>th</sup> day of October, 2002, by the Unit Owners of the Lynnwood Condominium (hereinafter referred to as the "unit owners" and by the Lynnwood Condominium Association, Inc., a Montana non-profit corporation.

WITNESSETH:

- (a) Whereas, unit owners are the owners of all the condominium units of that certain real property located in the City of Missoula, County of Missoula, State of Montana, more particularly described as:

All that certain land, being a condominium, described as follows:

Units 102 through 412 inclusive, as shown and defined in the Condominium Declaration of Covenants, Conditions and Restrictions for the Lynnwood, a Residential Condominium, together with its exhibits as recorded in Volume 170, Micro Records, Page 581 of the official records of Missoula County, Montana, together with all undivided interests in and to Tract 1, Block 2, Hammond Addition No. 1, a platted subdivision of the City of Missoula, Missoula County, Montana, according to the official recorded plat thereof (Reference: Certificate of Number 255) together with all the hereditaments, appurtenances thereunto belonging, improvements thereon, and together with all exclusive use areas or limited common areas as those terms are defined in the Declaration.

- (b) Whereas, the unit owners, upon affirmative vote of seventy-five percent (75%) of the total voting power of the Lynnwood Condominium Owners Association, have voted to amend the Declaration of Covenants, Conditions and Restrictions for the Lynnwood, including Exhibit D thereto, which is recorded in Volume 170, Page 581 of the official records of Missoula County, Montana, and which was previously amended at Vol 353, Page 1534;

NOW THEREFORE, pursuant to the Unit Ownership Act, Title 70, Chapter 23, Montana Code Annotated, and pursuant to the