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BYLAWS

OF

MISSOULA COMMUNITY PHYSICIANS CENTER #2
CONDOMINIUM ASSOCIATION

REVISED AUGUST 29, 1989

portion thereof serving only that unit shall be deemed a part of that unit, while any portions thereof serving more than one unit or any portion of the common elements shall be deemed a part of the common elements. Any shutters, awnings, window boxes, door steps, porches, balconies, patios, and any other apparatus designed to serve a single unit, but located outside the boundaries thereof shall be deemed a limited common element appertaining to that unit exclusively, subject however to the right of the Board of Directors to provide for maintenance of all unit exteriors.

Section 3. Owners. The term unit owners shall include unit occupants holding an irrevocable option to purchase a unit in the MISSOULA COMMUNITY PHYSICIANS CENTER #2 pursuant to a Lease Purchase Agreement with the Hospital or any such Lessee's heirs or assigns.

Section 4. Additions or Alterations. The term additions or alterations means improvements, replacements, remodeling, alterations, additions, enlargements or expansions in, on or to the Unit, including any and all machinery and equipment therefor.

Section 5. Agreement, Lease Agreement, or Lease. Agreement or Lease Agreement or Lease means the Unit Lease Purchase Contract between Community Medical Center, Inc. and the Unit Lessee-Purchaser as the same may be amended from time to time in accordance with the provisions thereof.

Section 6. Association. Association means the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium Association.

Section 7. Bond Year. The term bond year means the twelve (12) month period beginning with June 2 of each calendar year and ending on June 1 of the next succeeding calendar year.

Section 8. Bonds. The term bonds means the \$12,600,000 Missoula County, Montana Hospital Revenue Refunding and Improvement Bonds, Series 1983, (Missoula Community Hospital Project), and any Additional Bonds issued under the Indenture.

Section 9. Building. The term building means the building or buildings and all additions, improvements, fixtures and related property forming a part of the Project and not constituting part of the Leased Land which are required by the County Lease to be constructed on the Leased Premises as they may at any time exist.

Section 10. Bylaws. Bylaws means the bylaws of the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium Association.

indirect, in the Hospital and in the case of an individual, shall not be a director, officer, or employee of the Hospital, and, in the case of a firm, shall not have a partner, director, officer or employee who is a director, officer or employee of the Hospital. Swoboda & Associates, Missoula, Montana, shall be deemed to be an Independent Architect.

Section 21. Independent Counsel. Independent Counsel means an attorney duly admitted to practice law before the highest court of any state and not a full-time employee of either the County or Community Medical Center, Inc.

Section 22. Lease Term. Lease Term means the duration of the leasehold estate created in the Unit Lease-Purchase Contract as specified in Section 3.1 thereof.

Section 23. Leased Land. The term Leased Land refers to the real property described on Exhibit "A" attached hereto and by this reference incorporated herein, and such additional real estate or interests in real estate as may hereafter be added to said Exhibit "A" by a supplement or supplements to the County Lease or, by amendments hereto.

Section 24. Lessee or Unit Lessee-Purchaser. Lessee or Unit Lessee-Purchaser refers to any occupant of an office suite in MISSOULA COMMUNITY PHYSICIANS CENTER #2, such party's successors and assigns, pursuant to the Unit Lease-Purchase Contract.

Section 25. Limited Common Elements. Limited common elements means the limited common elements of the Project as said term is defined under the Declaration of Condominium and the Unit Ownership Act.

Section 26. Net Proceeds. Net proceeds, when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which the term is used remaining after payment of all expenses (including attorney's fees and any extraordinary expenses of the Trustee) incurred in the collection of such gross proceeds.

Section 27. Permitted Encumbrances. Permitted encumbrances means, as of any particular time, (i) liens for ad valorem taxes and special assessments not then delinquent, (ii) the Unit Lease Purchase Contract, the County Lease, and the Bond Indenture, the Declaration of Condominium and these Bylaws, conventional office leases of medical offices, (iii) utility, access and other easements and rights of way, flood rights, mineral rights, encroachments, leases, restrictions and exceptions that an independent architect and the authorized Hospital Representative certify will not interfere with or impair

Section 35. Unit Ownership Act. Unit Ownership Act means Title 70, Chapter 23, of the Montana Code Annotated, as amended.

ARTICLE IV

Membership and Voting

Section 1. All owners of office units in MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium shall be members of and constitute the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium Association, hereinafter referred to as the "Association". The owner of any office unit shall automatically become a member of the Association and shall remain a member thereof until such time as the 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 lease of any office suite filed with the Board of Directors of the Association, the Lessee of such office, or the mortgagee, trust indenture beneficiary, or contract seller of any office unit declared in default under such financing instrument, shall be deemed to be the owner thereof.

Section 2. Voting shall be done on a percentage basis, and the percentage of the total vote to which each office unit is entitled shall be the percentage of the common element interests assigned to such unit. Votes may be cast in person or by proxy by the respective unit owners as shown in the records of ownership of the Association. Votes may be cast in person or by proxy by the respective office owners as shown in the records of ownership of the Association. A 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 or Presiding Officer that he owns or controls such unit in such capacity. The vote for any unit owned of record by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others, and in case of protest each co-tenant shall be entitled to only a share of such vote in proportion to his share of ownership in such unit.

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 by writing filed with the Secretary or by the death or incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any unit or interest therein, a true copy of which is filed with the Board

ARTICLE VI

Board of Directors

Section 1. The business and property of the association shall be managed by a Board of Directors consisting of six (6) Directors who shall be elected by the members of the association. Each Director shall be an owner of a unit in MISSOULA COMMUNITY PHYSICIAN CENTER #2 Condominium. Each Director shall be elected for a term of three (3) years; the term of two (2) Directors shall expire each year.

Section 2. Election of First Board of Directors. Within ninety (90) days after the sale and closing of eighty percent (80%) or more of the unit ownerships, the developer or its designated representative shall call and chair a special meeting of voting owners. Written notice of said special meeting shall be given to all voting owners at least ten (10) days prior to the meeting. At such special meeting, the first Board of Directors shall be elected by cumulative voting to serve until the following annual meeting of voting owners. At the first annual meeting, the first Board of Directors shall be replaced by regular Directors as follows: two (2) Directors shall be elected for a term of three (3) years; two (2) Directors shall be elected for a term of two (2) years; and 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 four (4) times per year; immediately after the adjournment of the annual meeting of members, and at quarterly intervals thereafter.

Section 4. Special meetings of the Board of Directors may be called by the President or in his absence, by the Secretary/Treasurer. By unanimous consent of the Directors, a special meeting may be held without notice at any time or place.

Section 5. Notice of all regular and special meetings, except those specified in the second sentence of Section 4 of this Article, shall be mailed to each Director by the Secretary at least five (5) days prior to the time fixed for the meeting. Such notices shall specify the time and place of the 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.

Section 10. The Board of Directors shall have the authority to engage the services of a manager, or management service, fix his compensation, and specify his authority. The manager may be discharged by a two-thirds (2/3) vote of the full Board of Directors, provided, however, that a majority of the membership may veto such discharge.

Section 11. (a) The Board of Directors, or the manager with its authority, shall cause the buildings to be insured against loss or damage by fire and related casualty in an amount representing the full replacement cost thereof while any unit herein is subject to a Lease Purchase Contract and the full insurable value thereafter as determined by the Board. The cost for such insurance shall be a part of the common expenses. 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 (f) of this section.

(b) All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance 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 policies of physical damage 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 the expiration of the then current policies. Periodically the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the condominium including all of the units and the common elements therein, including any limited common elements, without deduction for depreciation for the purpose of determining the amount of fire insurance to be effective pursuant to this section.

(c) The Board of Directors, or the manager with its authority, 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 occupation of the property, with policy limits to be determined by the Board. The cost for such insurance shall be a part of the common expenses and the carrying of such insurance shall not preclude any unit owner from carrying like insurance at his own cost for his own benefit, provided that such insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insureds.

appoint such Committees and Committee Chairmen as appears necessary in its judgment.

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 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; 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. He shall keep regular books of account and shall submit them, together with all of his vouchers, receipts, records and other papers to the Directors for their examination and approval, at least quarterly or as often as they may require; and shall perform all such other duties as are incident to his office.

Section 4. The Association shall appoint annually, a public accountant or accounting firm as auditor, who shall not be an officer of the Association nor have any interest in any unit, to audit 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 an operating fund into which shall be deposited upon receipt from unit owners the monthly estimated cash requirement assessments and from which payment of operating expenses shall be made.

Section 3. The Directors may also establish a Reserve Fund for contingencies to be used to meet any deficiency in the operating fund which may result from any inadequate estimated cash requirement or as a result of delinquencies in the payment of operating assessments by unit owners, or as a result of the purchase of a unit ownership pursuant to Section 70-23-609, MCA, as amended. Said fund shall be created and maintained by

Section 5. In any action brought by the Board of Directors to foreclose a lien on a unit or units because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit or units and the plaintiff in such action shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors or the manager acting on behalf of the unit owners shall have the power to purchase such unit or units at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same, provided, however, that no such suit or judgment shall be brought against a purchaser who obtains title as a result of foreclosure of the first mortgage or trust indenture for costs not incurred by him as an owner.

Section 6. The Board of Directors shall promptly provide any unit owner who makes a request in writing with a written statement of his unpaid common charges.

Section 7. The Directors shall have the authority to borrow money to meet any deficiency in the payment of common expenses or to meet any emergency that may arise in the management of the property.

Section 8. The Board of Directors or the managing agent shall keep detailed records of the action of the Board of Directors and the managing agent, minutes of the meetings of the Board, minutes of the meetings of the unit owners and financial records and books of account of the condominium, including a chronological listing of receipts and expenditures as well as a separate account for each unit relating to a single owner, which among other things shall contain the account of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the condominium shall be rendered periodically, by the Board of Directors to all unit owners and to all mortgagees, trust indenture beneficiaries or contract sellers of units who have requested the same, as soon as is reasonably practical after the end of each fiscal year.

restrictions in the Declaration and in the deed to his unit. Failure to comply therewith shall be grounds for an action maintainable by the association or by an aggrieved unit owner.

Section 5. A unit owner shall make no alteration or perform any other work on his unit that would jeopardize the soundness or safety of the entire property, reduce the value thereof, or impair any easement or hereditament unless the consent of all of the other unit owners affected is first obtained.

Section 6. All necessary work of maintenance, repair and replacement of the common elements and additions or improvements to the common elements shall be carried out only as provided by these Bylaws and under the supervision of the Board of Directors of the Association.

The Association, through its officers and manager, shall have access to each unit as may be necessary for the maintenance, repair or replacement of the common elements or to make emergency repairs therein necessary for the public safety or to prevent damage to the common elements or to another unit. Such access shall be upon reasonable notice to the unit owner except in the case of an emergency requiring immediate attention.

ARTICLE X

Use of Units and Common Elements

Section 1. The units and common elements shall, in addition to all of the other provisions of the Declaration, be occupied and used only subject to the following covenants and restrictions:

(a) Health Care. All units in the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium shall be used only for medical offices, examination rooms, and activities directly related to the clinical practice of medicine.

(b) Use of Common Area. There will be no use or occupancy of any parking space, balcony or walkway appurtenant to a unit except by the owners of such unit. The Board will be responsible for assigning parking spaces for each unit if it determines that such assignment is necessary.

(c) Maintenance of Offices. Every unit owner shall at his own expense at all times well and substantially repair, maintain, and keep his unit, including without limitation, all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such office, and the

approved by the Board.

(i) Nuisance. All occupants shall exercise extreme care about making noises and in the use of any equipment, radios, televisions or amplifiers that may disturb other occupants. No noxious or offensive activity shall be carried on in any unit or in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

(j) Garbage. No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the project outside of the disposal facilities provided for such purpose.

(k) Impairment of Structure; Utilities, or Insurance. Nothing shall be allowed, done or kept in any units or common elements of the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

(l) Structural Integrity. Nothing shall be done in any unit or in, on, or to the common area which will impair the structural integrity of the buildings or which would structurally change the buildings, except as is otherwise specifically provided herein. The addition of an adjoining physicians office building which may have common walls with the Building and share common elements with MISSOULA COMMUNITY PHYSICIANS CENTER #2 shall not be considered an impairment of structural integrity so long as such addition, in the written opinion of an Independent Architect, does not adversely affect the structure of the Project.

(m) Uniform Rules. There shall be no violation of uniform rules for the use of units or the common area adopted by the Board and furnished in writing to the owners; and the Board is authorized to adopt such uniform rules.

Section 2. In addition to any other remedy hereunder or given by law, the Board shall be authorized to enforce compliance with the covenants and restrictions and conditions in the Declaration, these Bylaws, or any covenants, conditions or restrictions or the Uniform Rules, as the Board may provide in its Uniform Rules. Such remedy may include appropriate fines, upon reasonable notice.

Section 3. (a) No person shall acquire the exclusive right to use any part of the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium unless he or she shall have first filed with the Board an executed, duly acknowledged statement substantially as follows:

ARTICLE XI

Amendment

Section 1. No amendment of the Bylaws shall be effective unless approved by seventy-five (75%) of the unit owners and until a copy of the Bylaws, as amended, certified by the presiding officer and Secretary of the Association, is recorded.

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 proportionate unit ownerships present 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 an election to be set by the Board of Directors no more than one month after such amendment is proposed.

Section 3. An amendment to the Bylaws and Declaration submitting additional real property to unit ownership in connection with the MISSOULA COMMUNITY PHYSICIANS CENTER #2 is hereby deemed to have the approval of the necessary seventy-five percent (75%) of unit owners, and shall be automatically certified by the officers of the Association and recorded upon the reasonable written request of the Hospital, provided that the Hospital shall bear the reasonable and necessary costs of processing such amendment.

ARTICLE XII

Recording

Section 1. A copy of these Bylaws certified by the developer of MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium for the Association, shall be recorded simultaneously with the Declaration of the condominium property for the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium.

ARTICLE XIII

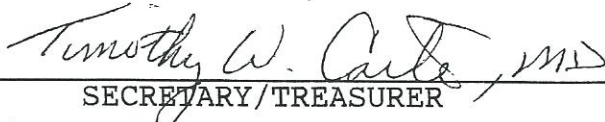
Upon the termination of all of the Unit Lease Purchase Contracts, the Association shall have the sole authority to determine, by majority vote of its members, the manner in which any condemnation award proceeds shall be applied to the restoration or replacement of the Project or delivered to the owner of each Unit. Until such termination, Lessor shall proceed under condemnation or threat thereof by any governmental body as provided in the County Lease.

CERTIFICATION


I, DANIEL W. THOMPSON, M.D., President and I, TIMOTHY W. CARTE, M.D., Secretary/Treasurer of MISSOULA COMMUNITY PHYSICIANS CENTER #2 CONDOMINIUM ASSOCIATION, a Montana corporation, do hereby certify that the annexed is a full, true and correct copy of the Restated Bylaws of MISSOULA COMMUNITY PHYSICIANS CENTER #2 CONDOMINIUM ASSOCIATION as recorded in the official minute book of MISSOULA COMMUNITY PHYSICIANS CENTER #2 CONDOMINIUM ASSOCIATION on

August 29, 19 89.


PRESIDENT


SECRETARY/TREASURER

SUBSCRIBED AND SWORN TO before me this 15 day of September, 19 89.


Notary Public for the State of Montana
Residing at Missoula, Montana.
My commission expires June 1, 19 92.

used.
has

BYLAWS
OF
MISSOULA COMMUNITY PHYSICIANS CENTER #2
CONDOMINIUM ASSOCIATION

REVISED AUGUST 29, 1989

BYLAWS
OF
MISSOULA COMMUNITY PHYSICIANS CENTER #2
CONDOMINIUM ASSOCIATION

ARTICLE I

Introduction - Plan of Unit Ownership

Section 1. The provisions of these Bylaws apply to the use and occupancy of the MISSOULA COMMUNITY PHYSICIANS CENTER #2 condominium development located in the City of Missoula, Missoula County, Montana, as more specifically described on Exhibit "A" attached hereto and by this reference made a part hereof as if set forth in full at this point, and as shown in the official records of the Missoula County Clerk and Recorder, and as shown on the Plans and Declarations submitted herewith pursuant to the requirement of Chapter 23, Title 70 of the Montana Code Annotated, hereinafter referred to as the "Unit Ownership Act."

ARTICLE II

Name and Offices of Association

Section 1. The name of this association shall be MISSOULA COMMUNITY PHYSICIANS CENTER #2 with offices located at Fort Missoula Road, in the City of Missoula, Missoula County, Montana.

ARTICLE III

Definitions

Section 1. Unless the context hereof requires otherwise, the terms used in these Bylaws and Declaration to the extent covered thereby, shall be those set forth in Section 70-23-102, MCA, except as provided in Section 1 of this Article.

Section 2. Unit Boundaries - To the extent that walls, floors or ceilings are designated as the boundaries of any specified units, all doors and windows therein, and all lath, wall board, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such units, while all other portions of such walls, floors, or ceilings shall be deemed a part of the common elements. If any chutes, flumes, ducts, conduits, wires, bearing walls, bearing columns or any other apparatus lies partially within and partially outside of the designated boundaries of a unit, any

~~portion thereof serving only that unit shall be deemed a part of that unit, while any portions thereof serving more than one unit or any portion of the common elements shall be deemed a part of the common elements. Any shutters, awnings, window boxes, door steps, porches, balconies, patios, and any other apparatus designed to serve a single unit, but located outside the boundaries thereof shall be deemed a limited common element appertaining to that unit exclusively, subject however to the right of the Board of Directors to provide for maintenance of all unit exteriors.~~

Section 3. Owners. The term unit owners shall include unit occupants holding an irrevocable option to purchase a unit in the MISSOULA COMMUNITY PHYSICIANS CENTER #2 pursuant to a Lease Purchase Agreement with the Hospital or any such Lessee's heirs or assigns.

Section 4. Additions or Alterations. The term additions or alterations means improvements, replacements, remodeling, alterations, additions, enlargements or expansions in, on or to the Unit, including any and all machinery and equipment therefor.

Section 5. Agreement, Lease Agreement, or Lease. Agreement or Lease Agreement or Lease means the Unit Lease Purchase Contract between Community Medical Center, Inc. and the Unit Lessee-Purchaser as the same may be amended from time to time in accordance with the provisions thereof.

Section 6. Association. Association means the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium Association.

Section 7. Bond Year. The term bond year means the twelve (12) month period beginning with June 2 of each calendar year and ending on June 1 of the next succeeding calendar year.

Section 8. Bonds. The term bonds means the \$12,600,000 Missoula County, Montana Hospital Revenue Refunding and Improvement Bonds, Series 1983, (Missoula Community Hospital Project), and any Additional Bonds issued under the Indenture.

Section 9. Building. The term building means the building or buildings and all additions, improvements, fixtures and related property forming a part of the Project and not constituting part of the Leased Land which are required by the County Lease to be constructed on the Leased Premises as they may at any time exist.

Section 10. Bylaws. Bylaws means the bylaws of the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium Association.

Section 11. Common Elements. The term common elements means the General Common Elements and the Limited Common Elements.

Section 12. Common Expenses. Common expenses refers to the common expenses of the Project as said term is defined under the Unit Ownership Act, including bond trustee's fees allocable to the Medical Office Building.

Section 13. Completion Date. Completion date means the date of the completion of the construction of the Project as that date shall be certified as provided in Section 4.5 of the County Lease.

Section 14. County. County means Missoula County, Montana, a political subdivision of the State of Montana.

Section 15. County Lease. The term County Lease refers to the Lease Agreement between the County, as Lessor, and the Hospital, as Lessee, relating to the Project.

Section 16. Declaration of Condominium. Declaration of Condominium means the "Declaration of Condominium Under Unit Ownership Act pertaining to MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium dated August 12, 1983, and recorded in the records of Missoula County in Volume _____ of Micro Records at Page _____, in the office of the Missoula County Clerk and Recorder, which relates to the Project.

Section 17. Declarant. The term Declarant shall mean and refer to Community Medical Center, Inc., the "Hospital", the party of the first part hereto, and its successors and assigns.

Section 18. General Common Elements. General common elements means the general common elements of the Project as said term is defined under the Declaration of Condominium and the Unit Ownership Act.

Section 19. Indenture. Indenture means the Indenture of Trust from the County to the Trustee dated July 1, 1983 providing for the terms and provisions under which the Bonds will be issued and pursuant to which the County's interest in the County Lease and the revenues received from the Project are pledged as security for the payment of principal of, premium, if any, and interest on said Bonds, including any indenture supplemental thereto.

Section 20. Independent Architect. Independent Architect means the architect, engineer or firm of architects or engineers selected by Community Medical Center, Inc. and approved by the Bond Trustee, which architect, engineer or firm of architects or engineers shall have no interest, direct or

~~indirect, in the Hospital and in the case of an individual, shall not be a director, officer, or employee of the Hospital, and, in the case of a firm, shall not have a partner, director, officer or employee who is a director, officer or employee of the Hospital. Swoboda & Associates, Missoula, Montana, shall be deemed to be an Independent Architect.~~

Section 21. Independent Counsel. Independent Counsel means an attorney duly admitted to practice law before the highest court of any state and not a full-time employee of either the County or Community Medical Center, Inc.

Section 22. Lease Term. Lease Term means the duration of the leasehold estate created in the Unit Lease-Purchase Contract as specified in Section 3.1 thereof.

Section 23. Leased Land. The term Leased Land refers to the real property described on Exhibit "A" attached hereto and by this reference incorporated herein, and such additional real estate or interests in real estate as may hereafter be added to said Exhibit "A" by a supplement or supplements to the County Lease or, by amendments hereto.

Section 24. Lessee or Unit Lessee-Purchaser. Lessee or Unit Lessee-Purchaser refers to any occupant of an office suite in MISSOULA COMMUNITY PHYSICIANS CENTER #2, such party's successors and assigns, pursuant to the Unit Lease-Purchase Contract.

Section 25. Limited Common Elements. Limited common elements means the limited common elements of the Project as said term is defined under the Declaration of Condominium and the Unit Ownership Act.

Section 26. Net Proceeds. Net proceeds, when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which the term is used remaining after payment of all expenses (including attorney's fees and any extraordinary expenses of the Trustee) incurred in the collection of such gross proceeds.

Section 27. Permitted Encumbrances. Permitted encumbrances means, as of any particular time, (i) liens for ad valorem taxes and special assessments not then delinquent, (ii) the Unit Lease Purchase Contract, the County Lease, and the Bond Indenture, the Declaration of Condominium and these Bylaws, conventional office leases of medical offices, (iii) utility, access and other easements and rights of way, flood rights, mineral rights, encroachments, leases, restrictions and exceptions that an independent architect and the authorized Hospital Representative certify will not interfere with or impair

the operation of the Unit or the Project, (iv) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the Unit or the Project and as do not, in the opinion of Independent Counsel, materially impair the property affected thereby for the purposes for which it was acquired or is held by the County, the Hospital or by any unit owner or lessee, (v) mechanics' and materialmen's liens not filed or perfected in the manner prescribed by law as in effect on the date hereof or otherwise, (vi) any other "Permitted Encumbrances" as that term is defined in the County Lease.

Section 28. Project or Medical Office Building. The term project or Medical Office Building means the MISSOULA COMMUNITY PHYSICIANS CENTER #2, including the three-story brick and glass structure consisting of approximately 33,838 gross square feet to be constructed as set forth in the Declaration of Condominium and in accordance with plans and specifications from time to time prepared and filed with the Trustee.

Section 29. Rent. Rent means the amount of money due monthly from each Unit Lessee-Purchaser to the Hospital during the term of the Unit Lease Purchase Contract pursuant to Section 3.3 thereof.

Section 30. State. The term State refers to the State of Montana.

Section 31. Trustee. Trustee shall mean and refer to the Trustee and/or the Co-Trustee at the time serving as such under the Indenture.

Section 32. Trustee's Fees and Expenses. Trustee's fees and expenses means such Trustee's fees and expenses incurred in connection with the Indenture as are attributable to the portion of the Bonds applied to the cost of constructing the Project. Such fees and expenses are deemed to be common expenses of the Association.

Section 33. Unit. The term unit means that part of the Building designated as the suite of each physician member of this Association as described in the Declaration of Condominium together with an undivided interest in such fraction of the Common Elements as is provided in said Declaration with respect to said Unit, and such physician's Unit Lease Purchase Contract with the Hospital.

Section 34. Unit Lease Purchase Contract. The term Unit Lease Purchase Contract means the Unit Lease Purchase Contract between the Hospital, as Lessor and certain members of the Association, individually as Lessees, relating to certain Units of the Building.

~~Section 35. Unit Ownership Act. Unit Ownership Act means Title 70, Chapter 23, of the Montana Code Annotated, as amended.~~

ARTICLE IV

Membership and Voting

Section 1. All owners of office units in MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium shall be members of and constitute the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium Association, hereinafter referred to as the "Association". The owner of any office unit shall automatically become a member of the Association and shall remain a member thereof until such time as the 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 lease of any office suite filed with the Board of Directors of the Association, the Lessee of such office, or the mortgagee, trust indenture beneficiary, or contract seller of any office unit declared in default under such financing instrument, shall be deemed to be the owner thereof.

Section 2. Voting shall be done on a percentage basis, and the percentage of the total vote to which each office unit is entitled shall be the percentage of the common element interests assigned to such unit. Votes may be cast in person or by proxy by the respective unit owners as shown in the records of ownership of the Association. Votes may be cast in person or by proxy by the respective office owners as shown in the records of ownership of the Association. A 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 or Presiding Officer that he owns or controls such unit in such capacity. The vote for any unit owned of record by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others, and in case of protest each co-tenant shall be entitled to only a share of such vote in proportion to his share of ownership in such unit.

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 by writing filed with the Secretary or by the death or incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any unit or interest therein, a true copy of which is filed with the Board

through the Secretary or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

Section 4. The total number of votes of each Unit shall be the pro-rata interest of the owner of each office suite comprising MISSOULA COMMUNITY PHYSICIANS CENTER #2 condominium in the general elements therein.

ARTICLE V

Meetings of Members

Section 1. There shall be an annual meeting of voting members of the Association after the end of each fiscal year of the Association at a time and place designated in the written notice thereof delivered to voting members by the Board of Directors at least ten (10) days prior to the date of said meeting. At the annual meeting, the Board of Directors shall present a written statement to each voting member of the financial condition of the association, itemizing receipts and disbursements for the preceding calendar year with the allocation thereof to each owner. Any voting owner not present shall receive said statement within ten (10) days after the annual meeting.

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 ten (10) days prior to the date of such meeting to all voting owners. Such written notice may be initiated by a majority of the Board of Directors or by thirty percent (30%) of the voting owners of units. Such notices shall specify the date, time and place of the meeting as well as all matters to be considered. Notice of the special meeting may be waived in writing by two-thirds (2/3) of the voting members of the Association.

Section 3. The presence at any meeting in person or by proxy of the voting owners having a majority of the total votes shall constitute a quorum. The term "majority of unit owners" herein means the owners of units to which are appurtenant more than fifty percent (50%) of the common interests as established by the Declaration and other filed and recorded instruments. Unless otherwise expressly provided herein or by statute, any action may be taken at any meeting of the voting owners upon the affirmative vote of the voting owners having a majority of the total votes present at the meeting.

ARTICLE VI

Board of Directors

Section 1. The business and property of the association shall be managed by a Board of Directors consisting of six (6) Directors who shall be elected by the members of the association. Each Director shall be an owner of a unit in MISSOULA COMMUNITY PHYSICIAN CENTER #2 Condominium. Each Director shall be elected for a term of three (3) years; the term of two (2) Directors shall expire each year.

Section 2. Election of First Board of Directors. Within ninety (90) days after the sale and closing of eighty percent (80%) or more of the unit ownerships, the developer or its designated representative shall call and chair a special meeting of voting owners. Written notice of said special meeting shall be given to all voting owners at least ten (10) days prior to the meeting. At such special meeting, the first Board of Directors shall be elected by cumulative voting to serve until the following annual meeting of voting owners. At the first annual meeting, the first Board of Directors shall be replaced by regular Directors as follows: two (2) Directors shall be elected for a term of three (3) years; two (2) Directors shall be elected for a term of two (2) years; and 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 four (4) times per year; immediately after the adjournment of the annual meeting of members, and at quarterly intervals thereafter.

Section 4. Special meetings of the Board of Directors may be called by the President or in his absence, by the Secretary/Treasurer. By unanimous consent of the Directors, a special meeting may be held without notice at any time or place.

Section 5. Notice of all regular and special meetings, except those specified in the second sentence of Section 4 of this Article, shall be mailed to each Director by the Secretary at least five (5) days prior to the time fixed for the meeting. Such notices shall specify the time and place of the 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.

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 members of the association. An officer may be removed at any time by a two-thirds (2/3) vote of the membership of the Association.

Section 8. Any 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, or his continuous absence from the State of Montana for more than six (6) months at a time, shall cause his office to become automatically vacant.

Section 9. The Board of Directors shall have the responsibility for and authority to do all things necessary for:

(a) The maintenance, upkeep and repair of the common elements, including the exterior of all structures, and the purchase, maintenance and replacement of any equipment and provision of all water and utility services required for the common elements, and payment for the expense thereof, including the method of approving payment vouchers.

(b) The employment of personnel necessary for the maintenance, upkeep and repair of the common elements.

(c) The manner of collecting from the unit owners their shares of the common expenses, fees and reserve funds.

(d) The method of adopting and of amending administrative rules and regulations governing the details of the operation and use of the common elements.

(e) The formulation, adoption and enforcement of restrictions on and requirements respecting the use and maintenance of units and the use of the common elements, designed to prevent unreasonable interference with the use by the unit owners of their respective units and of the common elements.

(f) Provision at each office of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such office or as a common expense as determined by the Board.

(g) Payment of the fees and expenses of the Trustee allocable to the Medical Office Building.

(h) Preparation at least sixty (60) days before the beginning of each fiscal year of a proposed budget and schedule of assessments for such year.

~~Section 10. The Board of Directors shall have the authority to engage the services of a manager, or management service, fix his compensation, and specify his authority. The manager may be discharged by a two-thirds (2/3) vote of the full Board of Directors, provided, however, that a majority of the membership may veto such discharge.~~

Section 11. (a) The Board of Directors, or the manager with its authority, shall cause the buildings to be insured against loss or damage by fire and related casualty in an amount representing the full replacement cost thereof while any unit herein is subject to a Lease Purchase Contract and the full insurable value thereafter as determined by the Board. The cost for such insurance shall be a part of the common expenses. 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 (f) of this section.

(b) All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance 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 policies of physical damage 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 the expiration of the then current policies. Periodically the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the condominium including all of the units and the common elements therein, including any limited common elements, without deduction for depreciation for the purpose of determining the amount of fire insurance to be effective pursuant to this section.

(c) The Board of Directors, or the manager with its authority, 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 occupation of the property, with policy limits to be determined by the Board. The cost for such insurance shall be a part of the common expenses and the carrying of such insurance shall not preclude any unit owner from carrying like insurance at his own cost for his own benefit, provided that such insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insureds.

(d) In the event of a loss exceeding Five Thousand Dollars (\$5,000.00), all association insurance proceeds will be paid to the designee of the Board of Directors as Trustee for disbursement. The association or its designated Insurance Trustee shall be named insured on all insurance policies purchased by the association as hereinabove authorized. 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 which shall provide that proceeds shall be payable to such mortgagee, trust indenture beneficiary or contract seller as its interest may appear. Disposition of proceeds of all policies shall be subject to the Unit Lease Purchase Contract affecting each condominium suite.

(e) 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. All insurance policies during the term of the Unit Lease Purchase Contracts affecting any units in the MISSOULA COMMUNITY PHYSICIANS CENTER #2 shall be purchased in adequate terms and amounts no less than the full replacement value to satisfy such lease requirements.

(f) 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.

(g) The Board of Directors shall maintain fidelity bonds to cover all officers, other Board members, or managers who handle funds, naming this association as obligee.

Section 12. 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 so authorized 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 and the Secretary/Treasurer.

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. No one shall be eligible for any office who is not a unit owner. The Board may

appoint such Committees and Committee Chairmen as appears necessary in its judgment.

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 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; 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. He shall keep regular books of account and shall submit them, together with all of his vouchers, receipts, records and other papers to the Directors for their examination and approval, at least quarterly or as often as they may require; and shall perform all such other duties as are incident to his office.

Section 4. The Association shall appoint annually, a public accountant or accounting firm as auditor, who shall not be an officer of the Association nor have any interest in any unit, to audit 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 an operating fund into which shall be deposited upon receipt from unit owners the monthly estimated cash requirement assessments and from which payment of operating expenses shall be made.

Section 3. The Directors may also establish a Reserve Fund for contingencies to be used to meet any deficiency in the operating fund which may result from any inadequate estimated cash requirement or as a result of delinquencies in the payment of operating assessments by unit owners, or as a result of the purchase of a unit ownership pursuant to Section 70-23-609, MCA, as amended. Said fund shall be created and maintained by

increasing the monthly estimated cash requirements assessment to each owner by an amount not to exceed ten percent (10%) thereof and such increase shall be the "Reserve Fund Assessment," provided, however, that said reserve fund assessment shall not be made or shall be discontinued when there is on deposit therein a total sum equal to twenty-five percent (25%) of the estimated cash requirements for the then current year but said assessments shall be resumed when the amount in said reserve fund falls below said twenty-five percent (25%). The funds assessed for the reserve fund shall be deposited in a separate special account.

In the event the Directors deem it advisable, they may also designate the reserve fund as a Reserve for Capital Maintenance Fund, intended to fund eventual replacement of Common Elements which would require a significant expenditure in any one year. Should such a fund be created, the anticipated expenditure shall be specifically identified, and the estimated cost thereof based on diligent investigation. Assessments for such a special reserve fund shall be allowed to accrue only until 75% of the replacement cost has been accumulated.

Section 4. In the event of default by any unit owner in paying to the Board of Directors the monthly assessed common charges, the Board of Directors shall have the right to declare the entire annual assessment due and owing. The Board shall also have the right to assess a late penalty amounting to Twenty and No/100 Dollars (#20.00) per month for monthly fees unpaid after the tenth day of any month. Furthermore, when a unit owner is declared to be in default, such unit owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on such common charges from the due date thereof together with all expenses including a reasonable attorney's fee incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover such common charges together with interest thereon and the expenses of the proceeding including attorney's fees in an action brought against such unit owner or by foreclosure of the lien on such unit granted by Section 70-23-608, MCA, provided, however, that the purchaser at a foreclosure sale resulting from default under the first mortgage or trust indenture shall, consistent with Section 70-23-610, MCA, be responsible for no more than that office unit's proportionate share of the accrued common charges in arrears on his unit. That proportionate share shall be the same as the percentage interest in the common elements appertaining to that unit. Liens for common charges shall be subordinate to a mortgage or trust indenture given on any unit interest, and it shall be unnecessary for the holder of such mortgage or trust indenture to participate in any action resulting from liens for common charges.

Section 5. In any action brought by the Board of Directors to foreclose a lien on a unit or units because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit or units and the plaintiff in such action shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors or the manager acting on behalf of the unit owners shall have the power to purchase such unit or units at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same, provided, however, that no such suit or judgment shall be brought against a purchaser who obtains title as a result of foreclosure of the first mortgage or trust indenture for costs not incurred by him as an owner.

Section 6. The Board of Directors shall promptly provide any unit owner who makes a request in writing with a written statement of his unpaid common charges.

Section 7. The Directors shall have the authority to borrow money to meet any deficiency in the payment of common expenses or to meet any emergency that may arise in the management of the property.

Section 8. The Board of Directors or the managing agent shall keep detailed records of the action of the Board of Directors and the managing agent, minutes of the meetings of the Board, minutes of the meetings of the unit owners and financial records and books of account of the condominium, including a chronological listing of receipts and expenditures as well as a separate account for each unit relating to a single owner, which among other things shall contain the account of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the condominium shall be rendered periodically, by the Board of Directors to all unit owners and to all mortgagees, trust indenture beneficiaries or contract sellers of units who have requested the same, as soon as is reasonably practical after the end of each fiscal year.

ARTICLE IX

Owner's Rights and Obligations

Section 1. Each unit owner shall be entitled to the exclusive ownership and possession of his unit.

Each unit owner shall be entitled to an undivided interest in the common elements in a percentage equal to the percentage his unit represents of the total square footage of the units in the building, and such percentage shall not be altered unless all unit owners having an interest in the common elements agree thereto and record an amendment to the Declaration setting forth the altered percentage of each unit owner having an interest or unless the Declarant or its successors with the consent of all unit owners submit additional property to the Condominium by subsequent amendment to the Declaration in which event additional common elements will be included in the total condominium project. The foregoing provision shall not apply, however, to a proposed addition to the Building by submission of additional property by the Declarant for construction of an adjoining Physicians Office Condominium as shown on the plans filed with the Declaration of Condominium in the office of the Missoula County Clerk and Recorder. The undivided interest of a unit owner in common elements shall not be separated from the unit to which it appertains, but it may be modified by the construction of Phase II of the Project as set forth above and on the Plans and Specifications submitted as Exhibits B and C to the Declaration of Condominium Under Unit Ownership Act pertaining hereto.

Each unit owner may use the common elements 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. The common profits of the property shall be distributed among and the common expenses shall be charged to the unit owners according to the percentage of undivided interest of each in the common elements. Provided, however, when a unit owner or owners has the exclusive right to use limited common elements, only that owner or owners shall be charged for the expenses directly attributable thereto.

Section 3. No unit owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his 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 and in the deed to his unit. Failure to comply therewith shall be grounds for an action maintainable by the association or by an aggrieved unit owner.

Section 5. A unit owner shall make no alteration or perform any other work on his unit that would jeopardize the soundness or safety of the entire property, reduce the value thereof, or impair any easement or hereditament unless the consent of all of the other unit owners affected is first obtained.

Section 6. All necessary work of maintenance, repair and replacement of the common elements and additions or improvements to the common elements shall be carried out only as provided by these Bylaws and under the supervision of the Board of Directors of the Association.

The Association, through its officers and manager, shall have access to each unit as may be necessary for the maintenance, repair or replacement of the common elements or to make emergency repairs therein necessary for the public safety or to prevent damage to the common elements or to another unit. Such access shall be upon reasonable notice to the unit owner except in the case of an emergency requiring immediate attention.

ARTICLE X

Use of Units and Common Elements

Section 1. The units and common elements shall, in addition to all of the other provisions of the Declaration, be occupied and used only subject to the following covenants and restrictions:

(a) Health Care. All units in the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium shall be used only for medical offices, examination rooms, and activities directly related to the clinical practice of medicine.

(b) Use of Common Area. There will be no use or occupancy of any parking space, balcony or walkway appurtenant to a unit except by the owners of such unit. The Board will be responsible for assigning parking spaces for each unit if it determines that such assignment is necessary.

(c) Maintenance of Offices. Every unit owner shall at his own expense at all times well and substantially repair, maintain, and keep his unit, including without limitation, all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such office, and the

interior decorated or finished surfaces of all walls, floors, and ceilings of such office, in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure upon reasonable notice to perform any such work diligently, and in case of failure to perform any such work diligently shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent. Every unit owner and occupant shall reimburse the Association promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or any agent of them and shall give prompt notice to the Managing Agent of any such loss or damage or other defect in the project when discovered.

(d) Obstructions. No unit owner or occupant shall place, store or maintain in the walkways, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements except with the express written consent of the Board of Directors.

(e) Sanitary Condition. Every unit owner and occupant shall at all times keep his unit and any entry or service area appurtenant thereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association.

(f) Waste. No unit owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his unit or the project nor alter or remove any furniture, furnishings or equipment of the common elements.

(g) Additions to Common Elements. No unit owner or occupant shall erect or place in the project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications approved by a majority of the unit owners including all owners of units directly affected thereby. It is expressly provided, however, that the Declarant may submit additional property to the Common Elements as shown as Phase II on the Plans and Specifications submitted with the Declaration.

(h) Decoration of Common Areas. No unit owner shall decorate or landscape any entrance, hallway or planting area appurtenant to his office except in accordance with standards therefor established by the Board of Directors or specific plans

approved by the Board.

(i) Nuisance. All occupants shall exercise extreme care about making noises and in the use of any equipment, radios, televisions or amplifiers that may disturb other occupants. No noxious or offensive activity shall be carried on in any unit or in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

(j) Garbage. No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the project outside of the disposal facilities provided for such purpose.

(k) Impairment of Structure; Utilities, or Insurance. Nothing shall be allowed, done or kept in any units or common elements of the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

(l) Structural Integrity. Nothing shall be done in any unit or in, on, or to the common area which will impair the structural integrity of the buildings or which would structurally change the buildings, except as is otherwise specifically provided herein. The addition of an adjoining physicians office building which may have common walls with the Building and share common elements with MISSOULA COMMUNITY PHYSICIANS CENTER #2 shall not be considered an impairment of structural integrity so long as such addition, in the written opinion of an Independent Architect, does not adversely affect the structure of the Project.

(m) Uniform Rules. There shall be no violation of uniform rules for the use of units or the common area adopted by the Board and furnished in writing to the owners; and the Board is authorized to adopt such uniform rules.

Section 2. In addition to any other remedy hereunder or given by law, the Board shall be authorized to enforce compliance with the covenants and restrictions and conditions in the Declaration, these Bylaws, or any covenants, conditions or restrictions or the Uniform Rules, as the Board may provide in its Uniform Rules. Such remedy may include appropriate fines, upon reasonable notice.

Section 3. (a) No person shall acquire the exclusive right to use any part of the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium unless he or she shall have first filed with the Board an executed, duly acknowledged statement substantially as follows:

"I, or we, the undersigned, in consideration of the right to occupy Unit No. _____ of MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium, Missoula, Montana, and enjoy the privileges appurtenant thereto, do hereby acknowledge familiarity with that certain Declaration and Bylaws recorded in the Office of the Missoula County Recorder on _____, 1983, and with the Uniform Rules set forth by the Board of Directors, and with all covenants, conditions and restrictions applicable to the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium, do hereby agree to be bound by each and every term, covenant and condition thereof."

(b) Any owner who wishes to sell, lease or rent his entire unit ownership (or any lessee or any unit owner wishing to assign or sublease such unit ownership) shall give to the Board no less than thirty (30) days written notice of the terms of any contemplated sale, lease or rental, which notice shall specify the name and address of the proposed purchaser, lessee or renter, together with an irrevocable option to the Board or any assignee thereof to purchase, lease or rent such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days. If said option is not exercised, the owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within sixty (60) days after the expiration of said thirty (30) day period, contract to sell, lease or rent (or sublease or assign) such unit ownership to the proposed purchaser, lessee or renter named in such notice upon the terms specified therein. Any lease or sale of a unit shall provide that any default or failure to comply with these Bylaws or the applicable provisions of the County Lease if in effect, shall constitute a default of such contract of lease or sale. Under no circumstances shall any part less than the entire unit be the subject of any sale, lease, rental, conveyance, or sublease, except with the written consent of the Board and seventy-five percent (75%) of the proportionate unit ownerships. The provisions of this subparagraph shall not apply to: (1) any sale held pursuant to a foreclosure or power of sale contained in a mortgage or deed of trust described in Article VIII hereof, but shall apply to any subsequent sale by the purchaser at such sale or his successor in interest, provided however that this subparagraph shall not apply to any sale made by such mortgagee who acquires title to the unit by foreclosure or sale, or deed in lieu of foreclosure or sale, but shall apply to any subsequent sale by the purchaser from such mortgagee or its successor in interest; or (2) any sale or lease of a unit to which the developer is a party.

ARTICLE XI

Amendment

Section 1. No amendment of the Bylaws shall be effective unless approved by seventy-five (75%) of the unit owners and until a copy of the Bylaws, as amended, certified by the presiding officer and Secretary of the Association, is recorded.

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 proportionate unit ownerships present 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 an election to be set by the Board of Directors no more than one month after such amendment is proposed.

Section 3. An amendment to the Bylaws and Declaration submitting additional real property to unit ownership in connection with the MISSOULA COMMUNITY PHYSICIANS CENTER #2 is hereby deemed to have the approval of the necessary seventy-five percent (75%) of unit owners, and shall be automatically certified by the officers of the Association and recorded upon the reasonable written request of the Hospital, provided that the Hospital shall bear the reasonable and necessary costs of processing such amendment.

ARTICLE XII

Recording

Section 1. A copy of these Bylaws certified by the developer of MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium for the Association, shall be recorded simultaneously with the Declaration of the condominium property for the MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium.

ARTICLE XIII

Upon the termination of all of the Unit Lease Purchase Contracts, the Association shall have the sole authority to determine, by majority vote of its members, the manner in which any condemnation award proceeds shall be applied to the restoration or replacement of the Project or delivered to the owner of each Unit. Until such termination, Lessor shall proceed under condemnation or threat thereof by any governmental body as provided in the County Lease.

ARTICLE XIV

Miscellaneous

Section 1. All notices to the Board of Directors shall be sent by registered or certified mail in care of the managing agent or if there is no managing agent, to the office of the Board of Directors as may be designated from time to time, and all notices by the Board of Directors to unit owners shall be sent by certified mail to the address furnished by each unit owner, with copies to all mortgagees, trust indenture beneficiaries, or contract sellers.

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. Ed Lister, President of the Board of Trustees of Missoula Community Hospital, one of the developers of MISSOULA COMMUNITY PHYSICIANS CENTER #2 Condominium, or his successor, shall serve as presiding officer of this Association until the first Board of Directors is elected.

Section 5. Where the word "mortgagee" appears in these Bylaws, it shall include a trust indenture beneficiary or trustee as well.

ARTICLE XIV

Conflicts

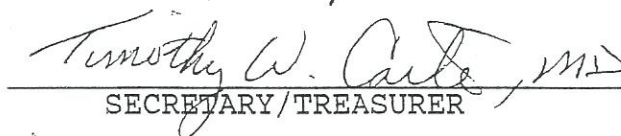
Section 1. These Bylaws are set forth to comply with the requirements of Chapter 23 of Title 70, MCA. In the event that any of these Bylaws conflicts with the provisions of such statutes or of the Declaration of Condominium, the County Lease or the Indenture, the provisions of such statute or of the Declaration of Condominium, the County Lease or the Indenture as the case may be, shall control.

CERTIFICATION


I, DANIEL W. THOMPSON, M.D., President and I, TIMOTHY W. CARTE, M.D., Secretary/Treasurer of MISSOULA COMMUNITY PHYSICIANS CENTER #2 CONDOMINIUM ASSOCIATION, a Montana corporation, do hereby certify that the annexed is a full, true and correct copy of the Restated Bylaws of MISSOULA COMMUNITY PHYSICIANS CENTER #2 CONDOMINIUM ASSOCIATION as recorded in the official minute book of MISSOULA COMMUNITY PHYSICIANS CENTER #2 CONDOMINIUM ASSOCIATION on

August 29, 19 89.


PRESIDENT


SECRETARY/TREASURER

SUBSCRIBED AND SWORN TO before me this 15 day of September, 19 89.


Notary Public for the State of Montana
Residing at Missoula, Montana.
My commission expires June 1, 19 92.