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By-laws

Christine L. Stovall, Clerk & Recorder, Carbon County, MT

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By Christine & Storall

BYLAWS OF ALPINE BASIN HOA, INC.

Article I.

Purpose and Assent

- 1. <u>Purpose</u>. The purpose for which this association is formed is to govern the Townhome development property which is described in, and attached to, the Declaration, and which property has been submitted to the provisions of the Montana Unit Ownership Act (the "Unit Ownership Act") by a Declaration entitled "Declaration of Unit Ownership for Alpine Basin" (the "Declaration") establishing a plan for Townhome unit ownership of Units within the Townhome project.
- 2. <u>Assent.</u> All present or future owners or tenants or any other person using the Townhomes or any facilities thereof in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the units ("Units") in the Townhomes or the mere act of occupancy of any of the Units shall constitute ratification and acceptance of these Bylaws.

Article II.

Definitions

1. <u>Definitions</u>. The definitions set forth in the Declaration are hereby incorporated by reference. Said Declaration is recorded as Document No. <u>390906</u> in the records of Carbon County, Montana. These Bylaws are prepared and submitted by Declarant to the unit owners of Alpine Basin HOA, Inc. (hereinafter the "Association") pursuant to the Declaration, and pursuant to Mont. Code Ann. §§ 70-23-307 and 308.

Article III.

Qualifications for Membership

- 1. <u>Membership</u>. Every owner of a completed Townhome, subject to a certificate of occupancy, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any completed Townhome. Ownership of such Townhome shall be the sole qualification for membership. Voting on any issue shall be limited to one vote per unit as provided in the Articles of Incorporation.
- 2. <u>Proof of Membership</u>. No person or persons shall exercise the rights of the membership until satisfactory proof has been furnished to the Secretary of the Association of qualification as a member or nominee of a member pursuant to the terms of the Declaration

andArticles of Incorporation. Such proof may consist of a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person or the person nominating that person qualified in accordance therewith, which said deed or policy shall be deemed conclusive in the absence of a conflicting claim based upon a later deed or policy.

Article IV. Meeting of Members

- 1. <u>Annual Meetings</u>. The first meeting of the members shall be held at such time as Declarant shall elect after the Transition Date (or within 30 days prior to Transition Date) and each subsequent meeting of the members shall be held on the same day of the month of each year thereafter at the hour of 7:00 o'clock p.m., unless the time of such meeting shall be changed by resolution of the Board. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.
- 2. <u>Special Meetings</u>. Special meetings of the members may be called at any time by the President, the Declarant or by the Board, or after the Transition Date, upon written request of the members who are entitled to vote one-third (1/3) of the total votes of the entire Association.
- 3. Notice of Meeting. Unless otherwise specifically provided in the Declarations, or in the Articles or Bylaws, written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, not less than twenty (20) days nor more than fifty (50) days before such meeting, to each Owner, addressed to the Owner's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Presence at any such meeting shall be deemed a waiver of any required notice, or defect therein. Notice of meetings may be delivered via electronic communication in any manner authorized by the Board and acceptable under Montana laws governing corporations.
- 4. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Owners of Units to which at least sixty percent (60%) of the total votes in the Association are allocated shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, andthe required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Alternatively, the Owners who are present either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was

called, and the same sixty percent (60%) quorum requirement shall apply to the reconvened meeting. Except as otherwise provided in the Declaration or in these Bylaws, an affirmative vote of Owners of Units to which are allocated a majority of the votes in the Association and which are present, either in person or by proxy, shall be required to transact business; <u>provided</u>, <u>however</u>, that no Member-elected Director shall be removed unless by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the owners at which a quorum is present.

- 5. Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing, dated, and duly executed by the Owner. Multiple Owners of a Unit each may vote or register protest to casting of votes by the other Owners of the Unit through a duly appointed proxy. Proxies must be filed with the Secretary of the Association (the "Secretary") before the appointed time of each meeting. No proxy shall be valid for a period longer than eleven (11) months after the date thereof. Each proxy shall be revocable and shall automatically cease, in effectiveness, upon conveyance by the member of their respective Unit. Revocation of a proxy must be by written notice to the Secretary. Proxies and the filing and revocation of the same may be transmitted via electronic communication in any matter authorized by the Board and acceptable under Montana laws governing corporations.
- 6. <u>Voting by Mail</u>. The Board may decide that voting of the Members shall be by mail with respect to any particular election of Member-elected Directors, adoption of any proposed amendment to the Declaration or Bylaws or any other matter for which approval by Owners is required by the Declaration or Bylaws, in accordance with the following procedure:
 - In case of election of Member-elected Director(s) by mail, the existing a. Director(s) shall advise the Secretary in writing of the names of proposed Director(s) sufficient to fulfill open Director positions and of a date at least fifty (SO) days after such advice is given by which all votes are to be received. The Secretary within five (5) days after such advice is given shall give written notice of the number of Directors to be elected and of the names of the nominees to all Owners. The notice shall state that any Owner may nominate an additional candidate or candidates, not to exceed the number of Directors to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date fifteen (15) days from the date the notice is given by the Secretary. Within five (5) days after such specified date the Secretary shall give written notice to all Owners, stating the number of Directors to be elected, the names of all persons nominated by the Board and by the Members on or before said specified date, that each Owner may cast its vote by mail and the date established by the Board by which such votes must be received by

the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after the established date shall not be effective. All persons elected as Directors pursuant to such an election by mail shall take office effective on the date specified in the notice for receipt of such votes.

- b. In the case of a vote by mail relating to any other matter, the Secretary shall give written notice to all Owners, which notice shall include a proposed written resolution setting forth a description of the proposed action and shall state (i) that such persons are entitled to vote by mail for or against such proposal, (ii) a date, not less than twenty (20) days after the date such notice shall have been given on or before which all votes must be received and (iii) that they must be sent to the specified address of the principal office of the Association. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, unless a greater or lesser voting requirement is established by the Articles of Incorporation, the Declaration or Bylaws for the matter in question.
- c. Delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail as such address for the purpose of this Section. For purposes of a vote by mail, quorum requirements shall be deemed satisfied based on the number of ballots timely submitted. If enough ballots are not received by the Association by the required date to either constitute a quorum, or to approve a proposal, the board may extend the date for solicitation of ballots on further notices to all members of not less than ten (10) and no more than thirty (30) days of the new date for counting of ballots. In that event all ballots previously cast on the proposal shall be counted. No such vote may be extended by more than a total of sixty (60) days.
- d. Voting by mail may completed via electronic balloting and voting in any manner determined by the Board and acceptable under Montana laws governing corporations.
- 7. If any meeting of the Owners cannot be organized because a quorum has not been obtained (including a vote by mail), the Owners who are present either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.
- 8. Order of Business. The order of business at all meetings of the Owners shall be as follows:
 - a. Roll call;
 - b. Proof of notice of meeting or waiver of notice;

- c. Reading of minutes of preceding meeting;
- d. Reports of officers;
- e. Reports of committees;
- f. Election of Directors (annual meeting only);
- g. Unfinished business; and
- h. New business.
- 9. Suspension of Voting Rights and Fines. During any period in which an Owner shall be in default in the payment of any assessment levied by the Association or the Declaration, the voting rights of such Owner may be suspended by the Board until such assessment has been paid. Such voting right may also be suspended after notice and a hearing, for a period not to exceed sixty (60) days, for violation of any provision of the Declaration or the rules and regulations established by the Board. In the event voting rights are suspended, such vote(s) shall not be counted for any purpose including for the purpose of determining whether a quorum has been achieved or whether any required majority or super majority has been achieved. The Board may also impose a fine in an amount not exceeding Fifty Dollars (\$50.00) for any single infraction of the rules and/or regulations of the Association by such member, members of his or her family or his or her social guests, or by such member's tenant or contract purchaser, their family members or social guests.

Article V.

Board of Directors - Selection - Term of Office

- 1. <u>Number</u>. The affairs of this corporation shall be managed by a Board of five (5) Directors. Three (3) Directors shall always be selected by the Declarant. The number of Directors selected by the Declarant may be amended only if the Declarant sets forth, in writing, his assent to such amendment. Election to the Board shall be by secret written ballot on a noncumulative basis.
- 2. <u>Term in Office</u>. The first Association meeting after the Transition Date, the Owners shall elect, by majority vote, one (1) Director for a term of one (1) year and one (1) Director for a term of two (2) years, and the Declarant shall appoint three (3) Directors for a term of three (3) years. At each annual meeting thereafter, the voters shall elect the appropriate number of retiring Directors for a term of one (I) year. The Declarant shall appoint three (3) Directors upon the retirement of the previously appointed Directors, whether such retirement comes as a result of the expiration of term, retirement, death, or removal.
 - 3. <u>Vacancies</u>. Vacancies in the Board caused by any reason other than the removal

ofa Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. A quorum for purposes of meetings and votes on the filling of vacancies shall be one-half(½) of the membership fixed for the Board.

- 4. <u>Removal</u>. Any Director, elected by the voting Members, may be removed from the Board, with or without cause, by a majority vote of the members of the corporation. Directors appointed by the Declarant may only be removed from the Board, with or without cause, by the Declarant. In the event of death, resignation or removal of a Director by the Members, then his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. In the event of death, resignation or removal of a Declarant-appointed Director by the Declarant, then his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
- 5. <u>Action Taken Without a Meeting</u>. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. Written approval of all Directors may be delivered via electronic communication in any manner authorized by the Board and acceptable under Montana laws governing corporations.
- 6. <u>Organization Meeting</u>. The first meeting of a newly elected Board shall be held immediately following the annual meeting of the members, and no notice to the newly elected Directors shall be necessary to legally constitute such meeting.
- 7. Right to Notice and Opportunity to Be Heard. Whenever the Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," and notwithstanding anything to the contrary set forth herein, the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing, which shall he not less than five days from the date notice is delivered by the Board. Atthe hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given
 - 8. Waiver of Notice. Before, at or after any meeting of the Board, any Director may,

in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, unless his appearance is limited to the purpose of objection to the validity of the meeting, and in such event a written statement of the limited purpose and of the objection to the meeting shall be filed with the Board prior to the meeting. If all the Directors are present without objection at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting. The Board may act without a meeting if all Directors concur and sign minutes confirming the action of the Board and waiving notice and actual meeting. Waiver of notice and confirmation of Board actions may be accomplished via electronic communication in any manner authorized by the Board and acceptable under Montana laws governing corporations.

- 9. <u>Compensation and Fees</u>. Each Director shall receive such sum as the Owners may from time to time determine, plus transportation expenses, for attendance at any regular or special meeting of the Board. However, such expense must be approved for reimbursement by the Owners, in writing, prior to the incurrence of such expense.
- 10. <u>Open Meeting</u>. Any Member of the Association or voting representative may attend any meeting of the Board which occurs after the Transition Date but shall not be entitled to prior notice or a right to participate.

Article VI. Meeting of Directors

- 1. <u>Regular Meeting</u>. A regular meeting of the Board of Directors shall be held without other notice as provided herein, immediately after, and at the same place as, the annual meeting of the members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution. The Board shall elect a Chairman, Secretary and Treasurer from its members.
- 2. <u>Special Meetings</u>. Special meetings of the Board of Directors shall be held when called by the President of the corporation, the Declarant or by any three (3) Directors, after not less than five (5) days' notice to each Director. Notice may be delivered via electronic communication in any manner authorized by the Board and acceptable under Montana laws governing corporations.
- 3. <u>Ouorum</u>. A majority of the number of Directors shall constitute a quorum for thetransaction of business. Every act or decision done or made by majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. At any meeting, a chairman, secretary and treasurer of the Board shall be elected.
- 4. <u>Suspension of Voting Rights</u>. During any period in which a Director shall be in default in the payment of any assessment levied by the Association or the Declaration, the voting

rights of such Director may be suspended by the Board until such assessment has been paid. Such voting right may also be suspended after notice and a hearing, for a period not to exceed sixty (60) days, for violation of any provision of the Declaration or the rules and regulations established by the Board. In the event voting rights are suspended, such vote(s) shall not be counted for any purpose including for the purpose of determining whether a quorum has been achieved or whether any required majority or super majority has been achieved.

Article VII.

Powers and Duties of the Board of Directors

- 1. <u>Powers</u>. The board of Directors shall have the power to do all of the following:
- a. Establish rules and regulations governing the members and their guests, and to establish penalties for the infraction thereof.
- b. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provision of these Bylaws, the Articles of Incorporation or the Declaration.
- c. Declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board.
- d. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- e. Take any and all actions necessary to comply with and enforce the provisions and requirements of the Declaration, the Articles of Incorporation and these Bylaws, and all powers and rights as provided in the Declaration.
- 2. <u>Duties</u>. It shall **be the** duty of the Board to do all of the following:
- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members of the Association at the annual meeting of the members.
- b. Supervise all officers, agents and employees of this Association, and see that their duties are properly performed.
- c. Create a budget as provided for in the Declarations.
- d. Fix, levy and collect assessments as provided in the Declarations.
- e. Cause the Common Elements, Limited Common Elements, entry signs, park and recreation areas, trails and rights of way to be maintained.

- f. Issue, or cause an appropriate officer to issue, upon demand by any person or entity, a certificate setting forth whether or not any assessments have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- g. Cause the expenses relating to the Common Elements and Limited Common Elements to be paid as appropriate.
- h. Obtain insurance as required in the Declarations and as it may deem appropriate.
- i. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- j. Cause the landscaping to be maintained as provided in the Declarations.
- k. Perform any and all duties necessary to comply with the provisions and requirements of the Declarations, the Articles of Incorporation, these Bylaws and the Unit Ownership Act.

Article VIII.

Officers and Their Duties

- 1. <u>Designation</u>. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board.
- 2. <u>Election of Officers</u>. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two (2) offices, except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice President need not be filled. The Board may elect officers from among its members or otherwise.
- 3. <u>Removal of Officers</u>. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular or special meetings of the Board called for such purposes.
- 4. <u>President</u>. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and the Board. He or she shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit association including, but not limited to, the power to appoint committees from among the owners from time to time as he or she may in his or her discretion decide to appropriate to assist in the conduct of the affairs of the Association.
 - 5. <u>Vice President</u>. A Vice President shall have all the powers and authority and

perform all of the functions and duties of the President in the absence of the President or his or her inability for any reason to exercise such powers and functions or perform such duties.

- 6. <u>Secretary</u>. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; have charge of such books and papers as the Board may direct; and, in general, perform the duties incident of the office of Secretary. The Secretary may compile and keep up to date at the principal office of the Association a complete list of Members and their registered mailing addresses. Such list shall also show opposite each Member's name the number or other appropriate designation of the Unit owned by such Member. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.
- 7. <u>Treasurer</u>. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board or Managers.
- 8. <u>Assistant Secretary</u>. The Board may appoint one or more Assistant Secretaries to perform all of the duties of the Secretary in the absence of the Secretary.
- 9. <u>Assistant Treasurer.</u> The Board may appoint one or more Assistant Treasurers to perform all of the duties of the Treasurer in the absence of the Treasurer.
- 10. <u>Vacancies.</u> A vacant officer position shall be filled in the same manner as provided for vacant Board positions in Article *N*, Section 3.
- 11. <u>Amendment to Declaration.</u> The Secretary and the President shall be authorized to prepare, execute, certify and record Amendments to the Condominium Declaration on behalf of the Association to the extent such Amendments are allowed by the terms of the Condominium Declaration.

Article IX.

Indemnification of Officers and Managers

1. <u>Indemnification</u>. The Association shall indemnify every Director or officer and his or her heirs, executors and administrators against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of holding or having held such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided that, in the event of a

settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. Nothing contained in the Declaration shall, however, be deemed to obligate the Association to indemnify any Owner who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as an Owner of a Unit covered thereby.

Article X. Obligations of Owners

- 1. <u>In General</u>. Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Townhomes were built, and each Owner shall comply strictly with all provisions of the Declaration.
- 2. <u>Use of Common Elements and Limited Common Elements</u>. Each Owner shall use the Common Elements and Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.
- 3. <u>Compliance with Covenants. Bylaws. and Administrative Rules and Regulations.</u> Each member of the Association shall comply strictly with the Declarations, these Bylaws and with the administrative rules and regulations adopted pursuant thereto, as they may be lawfully amended from time to time. and with the covenants, conditions, and restrictions set forth in the deed to his lot.
 - 4. <u>Right of Entry</u>.
 - a. An Owner shall permit the Managing Agent or other person authorized by the Board the right of access to the Owner's Unit and appurtenant Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the Common Elements or at any time deemed necessary, by the Managing Agent of Board for the making of emergency repairs or to prevent damage to any part of the Common Elements.
 - b. An Owner shall permit the Managing Agent, other persons authorized by the Board, other Owners or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or to the Units and Limited Common Elements of other Owners; provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.
- 5. <u>Assessment Obligation</u>. Each Owner is obligated to pay the assessments imposed on such Owner's Unit by the Association and to pay the common expenses of the Townhomes as provided in the Declaration.

- 6. <u>Association Funds</u>. All funds paid to the Association, whether as contribution to working capital or as assessments, shall be the common property of the Association, held in trust for the benefit of the Owners, in the accounts to which such funds are from time to time allocated by the Board.
- 7. <u>Rules and Regulations.</u> The Board or the Association may adopt rules and regulations necessary or advisable for the proper administration of the Townhomes. The rules and regulations may be amended by the Board (or the Owners in the same manner as amending these Bylaws), and such rules and regulations shall be deemed a part of these Bylaws.

Article XI.

Committees

l. <u>Committees Created by the Board</u>. The Board of Directors may appoint an Executive Committee and such other committees as deemed appropriate in carrying out its purpose.

Article XII.

Audit

1. <u>Audits</u>. An owner may, at any time at his or her own expense, cause an audit or inspection to be made of the books and records of the Association. The Board, at the expense of the maintenance fund, shall regularly obtain an audit of all books and records pertaining to the Project and the shall prepare and distribute to the members and any holder, insurer or guarantor of any first mortgage or trust indenture (on written request) financial and related information concerning the budget for each fiscal year.

Article XIII.

Amendments

- 1. <u>Amendments</u>.
- a. Bylaws (and amendments thereto) for the administration of the Association and the Condominium, and for other purposes not inconsistent with the Condominium Statute or with the intent of the Declaration, shall be adopted by the Board at its first meeting. Thereafter the Bylaws may be amended by the Association by concurrence of Owners of Units to which seventy-five percent (75%) of the votes in the Association are allocated and who are present and entitled to vote at a regular or special meeting.
- b. Notwithstanding Article XIII, Section 1, if the Townhome is subject to a mortgage held by HUD, FHA or VA, these bylaws may not be amended by Declarant at any time prior to the Transition Date without the prior approval

of the HUD, FHA, and VA agencies. The Bylaws may be amended at any time by majority vote of the Board with prior approval from the HUD, FHA, and VA agencies. After the Transition Date, any Unit Owner or Owners who desire that these Bylaws be amended may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owner of 20% or more of the Units, then irrespective of whether the Board concurs in the proposed amendment it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given.

c. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Owners entitled to vote, after notice has been given to all persons (including Mortgagees) entitled to receive notice of a meeting of the Association, and such notice shall be delivered to each Owner and Mortgagee at least ten (10) days prior to such meeting. These Bylaws may not be amended so as to render them inconsistent with the Declarations.

Article XIV. Mortgages

- 1. <u>Notice to Association</u>. An Owner who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the President of the Board, giving the name and address of his mortgagee. The Association shall maintain such information in a book or list entitled "Mortgagees of Units."
- 2. <u>Notice of Unpaid Assessments</u>. The Association shall at the request of a mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit.

Article XV.

Evidence of Ownership, Registration Of Mailing Address and Completion Requirement

- 1. <u>Proof of Ownership</u>. Upon becoming an Owner of a Unit, the Owner shall furnish to the Board a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association.
- 2. <u>Registration of Mailing Address</u>. The Owners of each Unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership,

association or other legal entity or any combination thereof to be used by the Association. Such registered address of an Owner or owners shall be furnished by such Owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of the Owners thereof. If no such address is registered or if all of the Owners cannot agree, then the address of the Unit shall be the designated valid registered address until another registered address is furnished as permitted under this Section. Registered addresses may be changed from time to time by similar designation.

3. <u>Completion Requirement</u>. The requirements contained in this Article shall be first met before any Owner of a Unit shall be deemed in good standing or entitled to vote at any annual or special meetings of Members.

Article XV.

Conflict with Declaration or Law

1. <u>Controlling Provisions.</u> These Bylaws are intended to comply with and supplement the requirements of the Unit Ownership Act and the Declaration. If any of these Bylaws conflict with the provisions of said statute or the Declaration, the provisions of the statute and Declaration will apply.

Article XVI.

Nonprofit Association

- 1. This Association is not organized for profit. Members, Directors and any individual from whom the Association receives property or funds shall not receive nor shall they be lawfully entitled to receive any pecuniary profit from the operations of the Association. In no event shall any part of the funds or assets of the Association be distributed to or inure to the benefit of any Directors or Members. The foregoing, however, shall neither prevent nor restrict the following:
- a. the payment of reasonable compensation to any Member or manager while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and
- b. the reimbursement of approved expenses incurred by a Member or Director member for said Member's or Director's actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

IN WITNESS WHEREOF, the	undersigned, being the	Declarant of Alpine Basin
has hereunto certified these Bylaws this	day of	, 2022

ZORIN DEVELOPMENT, LLC	
(ac	
By: ANDREM. SKATUORS	7
Its: Member	·
STATE OF Montang)	
County of <u>Hellawstene</u>)	SS:
On this 3rd day of March	, 2022 before me a Notary Public for the State of on behalf of Zorin Development, LLC,
Montany appeared Andrew	on behalf of Zorin Development, LLC,
known to me to be the person whose n	ame is subscribed hereto and acknowledged to me that
they executed the same.	
SUSAN E LAUGHLIN NOTARY PUBLIC for the SEAL SEAL Residing at Billings, MT My Commission Expires March 12, 2025	Notary Public

Exhibit B – Legal Description

LEGAL DESCRIPTION OF PROPERTY

Legal description of the Property upon which the Alpine Basin condominiums are located:

RED LODGE COUNTRY CLUB ESTATES, S27, T07 S, R20 E, RLCCE $3^{\rm RD}$ FILING LT 58A BLK 4 COS 1318 $6^{\rm TH}$ AM.

Descriptions of Buildings and Units

The following information is intended to provide a general description of the Buildings and Units located at Alpine Basin.

a. General Descriptions of the Units: Alpine Basin is a townhome development consisting of 61 buildings and 60 separate Units within the 61 buildings. The 60 separate Units consist of 18 two bedroom Units approximately 1,187 sq. ft. ("SF") with an attached 13'6" X 24' one stall garage; 42 three bedroom Units approximately 2,084 sq. ft. with an attached 14'X23'5" and 13'6" X 24'5" two car garage. Each Unit contains at least the following: bathroom, bedroom, closet, kitchen and living room. The initial phase of the development will consist of eleven (11) two bedroom Units and thirteen (13) three bedroom Units. The remaining seven (7) two bedroom Units and twenty nine (29) three bedroom Units will be built in subsequent phases.

b. Description of the eighteen (18) two bedroom Buildings:

- Total Square Footage: approximately 1,187 SF
- Number of stories: 1
- Attached 13'6" X 24' garage
- 10'X16' concrete patio
- Principal Materials of Building Construction: wood frame on concrete foundation with drywall finishing, and metal, wood, glass exterior.

c. Description of the forty two (42) two bedroom Buildings:

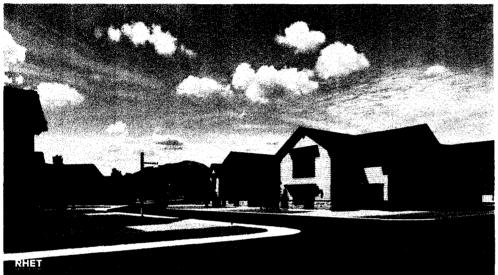
- Total Square Footage: approximately 2,084 SF
- Number of stories: 2
- Attached 14 X 23'5" and 13'6" X 24'5" two car garage
- 10'X16' concrete patio
- 13'11" X 24' 7" cover second story patio
- Principal Materials of Building Construction: wood frame on concrete foundation with drywall finishing, and metal, wood, glass exterior.

Exhibit D - Floor Plans

Verified floor plans for the Buildings and Units located at the Alpine Basin condominiums to be constructed in Phase 1 of the Project. This Declaration will be amended with verified floorplans for Buildings in subsequent phases:

See included proposals.

RED LODGE ALPINE BASIN RED LODGE MONTANA



BUILDING CODE DATA:

DRAWING INDEX

COVER SHEET, DRAWING INDEX, WALL TYPES, TYPICAL ELEVATIONS, CODE SUMMARY SITE PLAN FIRST PLOOR PLAN - THREE BEDROOM UNIT - REVERSED A202 A 2020

BEJORGUM UNIT SECOND FLOOR PLAN-THREE BEDOROM UNIT - REVERSED ROOF PLAN - THREE BEDROOM UNIT REVERSED REVERSED FIRST FLOOR PLAN - TWO SEDROOM UNIT A2118 FIRST FLOOR PLAN - TWO BEDROOM UNIT - REVERSED

ROOF PLAN - TWO BEDROOM UNIT ROOF PLAN - TWO BEDROOM UNIT ELEVATIONS - THREE BEDROOM UNIT ELEVATIONS - THREE BEDROOM UNIT

RELEVATIONS - TWO BEDROOM UNIT -ELEVATIONS - TWO BEDROOM UNIT -REVERSED

BUILDING SECTIONS WALL SECTIONS

I hereby cartify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the taws of the State of Signature: Part Technics

RHET ARCHITECTURE 27 11th ST. N. Fargo, ND 58102 701.715.8232 WYW.RHET-ARCH.COM

Date: 09/26/2021 REG. NO. : 17969

RHET



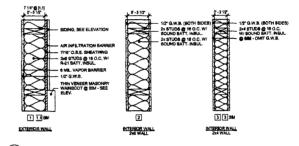
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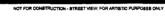
ALPINE BASIN **PATIO HOMES**

3rd ST. & AIRPORT RD. RED LODGE, MT 59068

ZORIN DEVELOPMENT, LLC

415 N. BENTON AVENUE HELENA, MT 59601 PHONE: (701) 281-3887 EMAIL: andyskatyold@yei

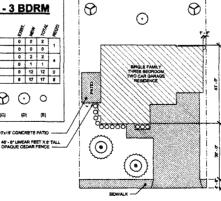




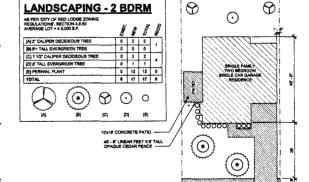


NOT FOR CONSTRUCTION - AERIAL VIEW: FOR ARTISTIC PURPOSES ONLY





SITE PLAN - THREE BEDROOM



1 SITE PLAN - TWO BEDROOM

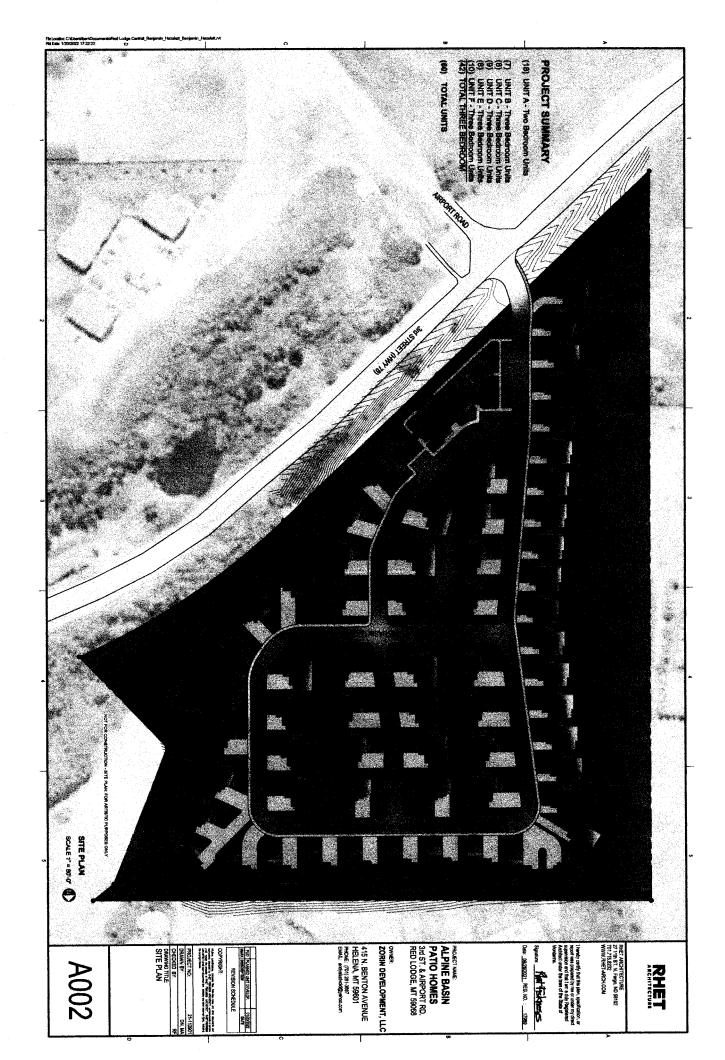
REVISION SCHEDULE

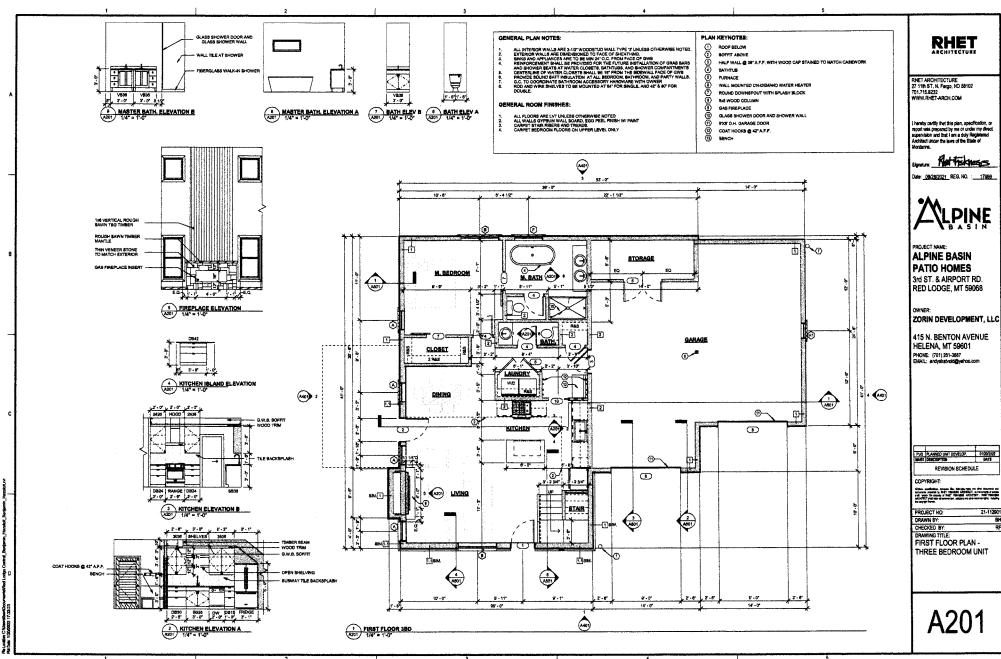
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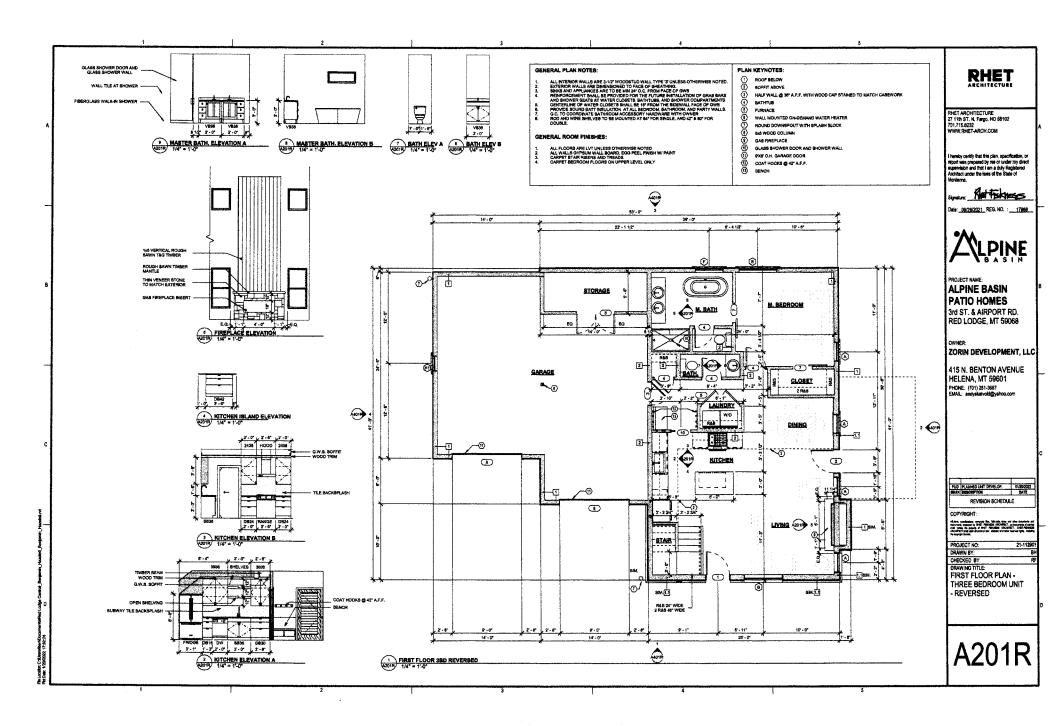
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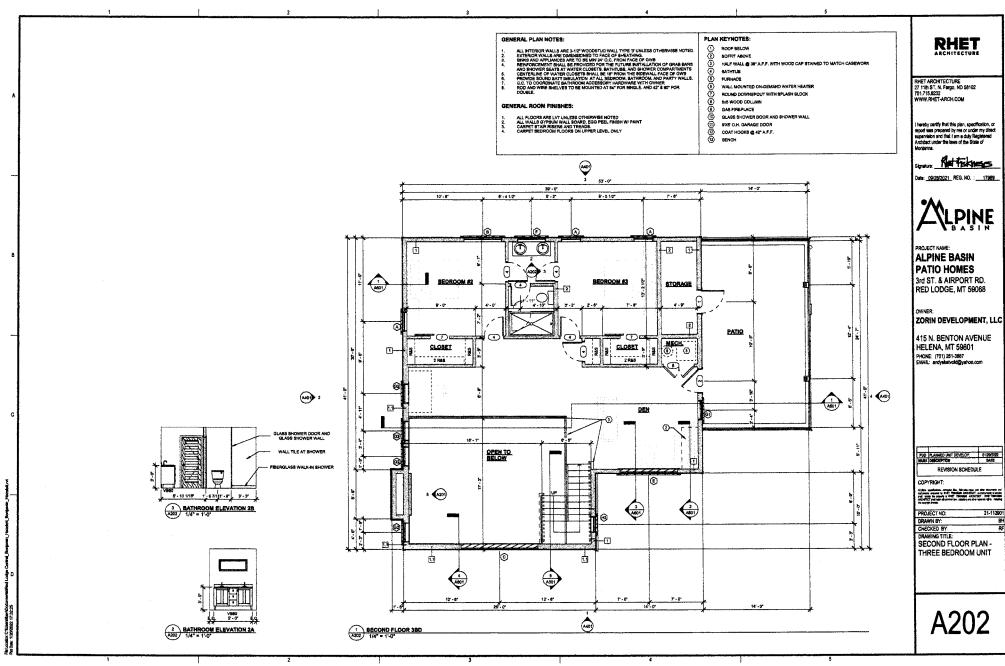
DN, BH DRAWN BY: CHECKED BY COVER SHEET, DRAWING INDEX, WALL TYPES, TYPICAL ELEVATIONS, CODE SUMMARY

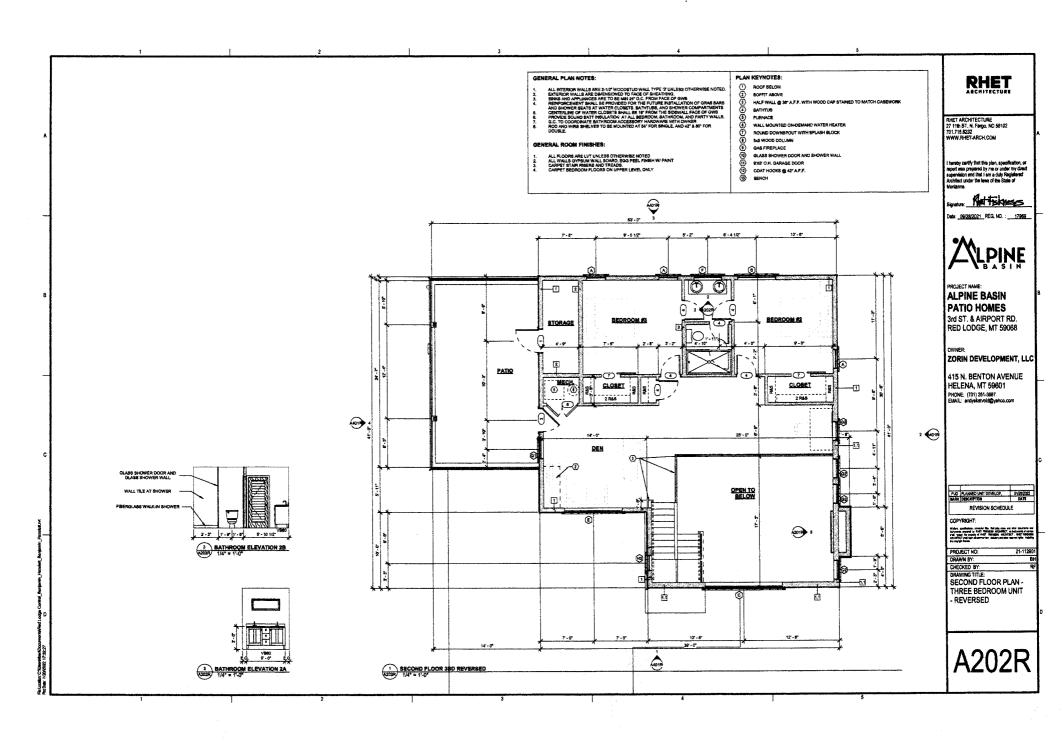
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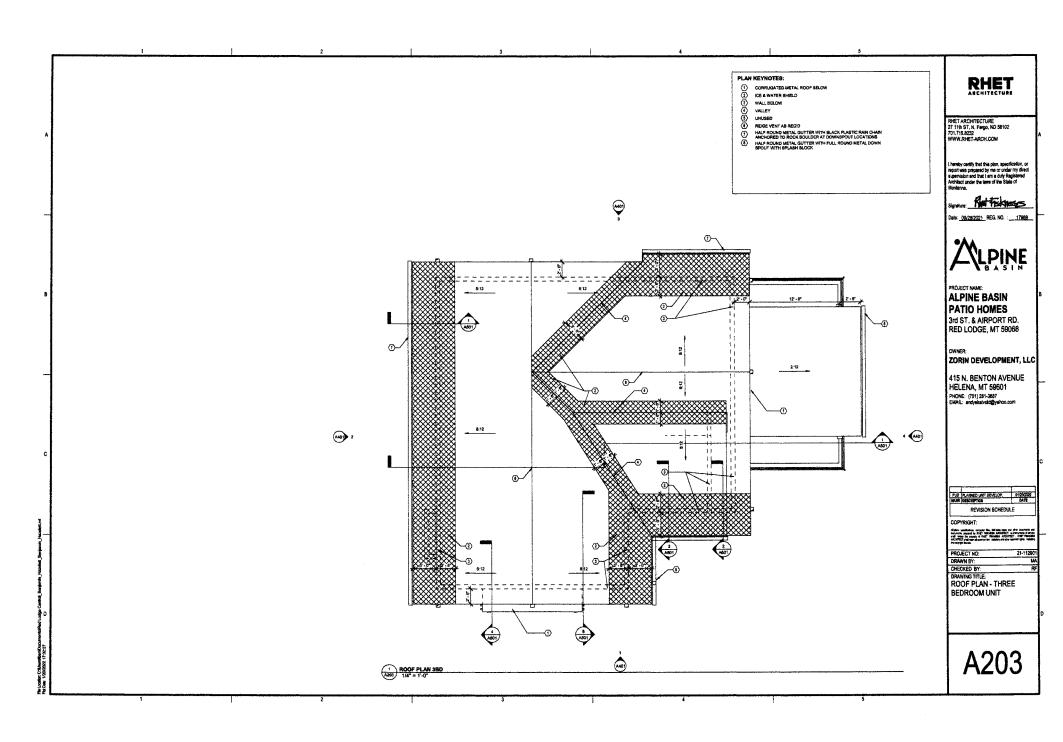


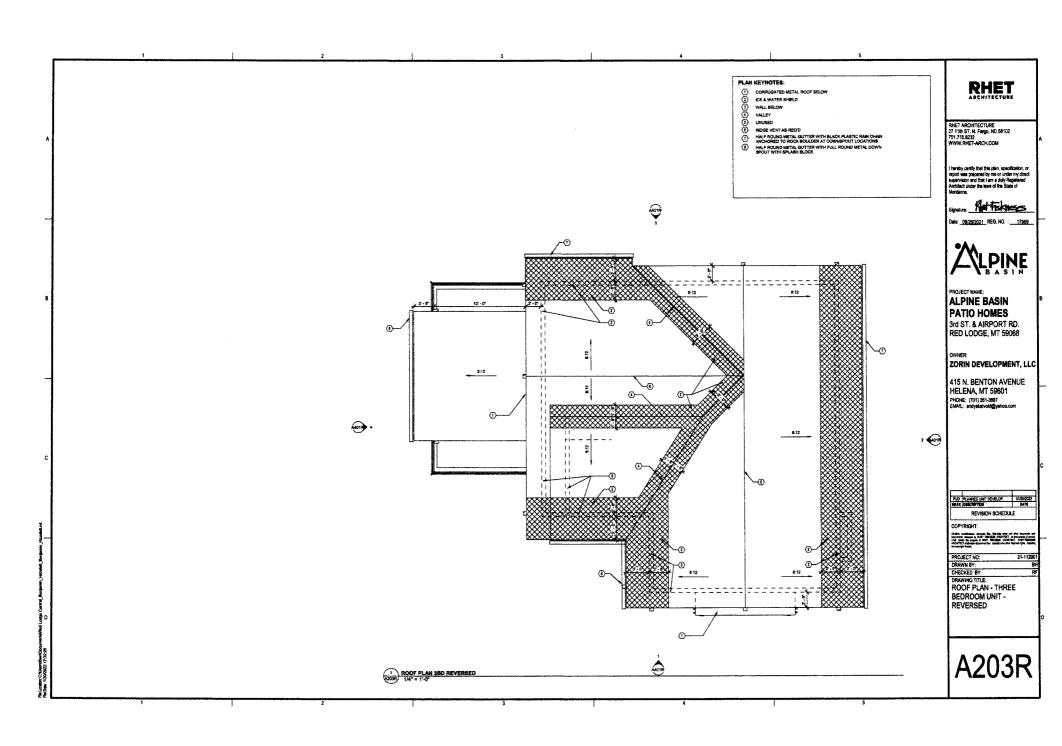


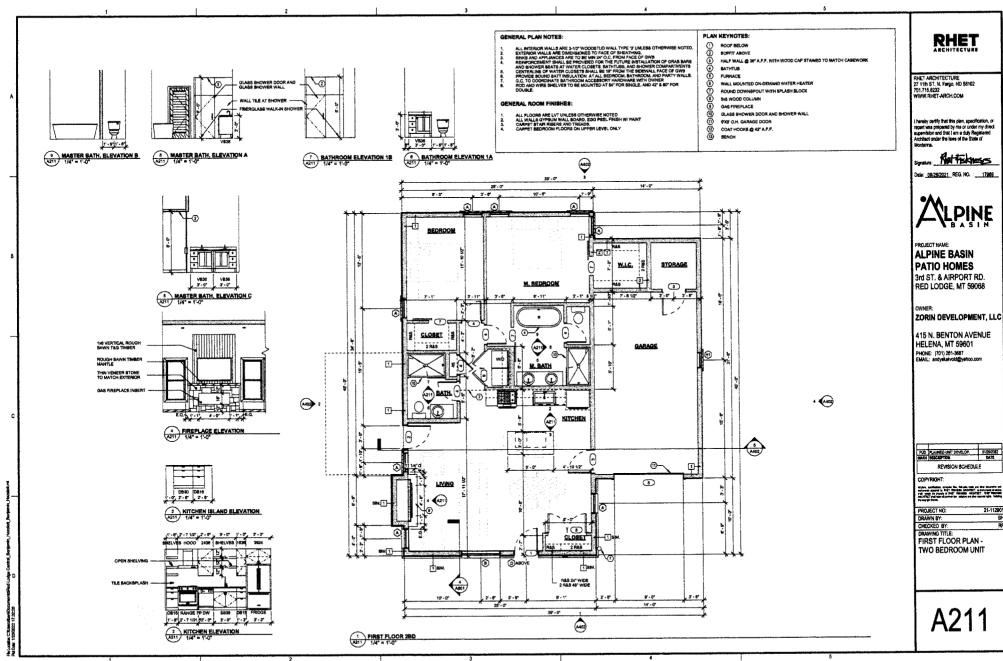


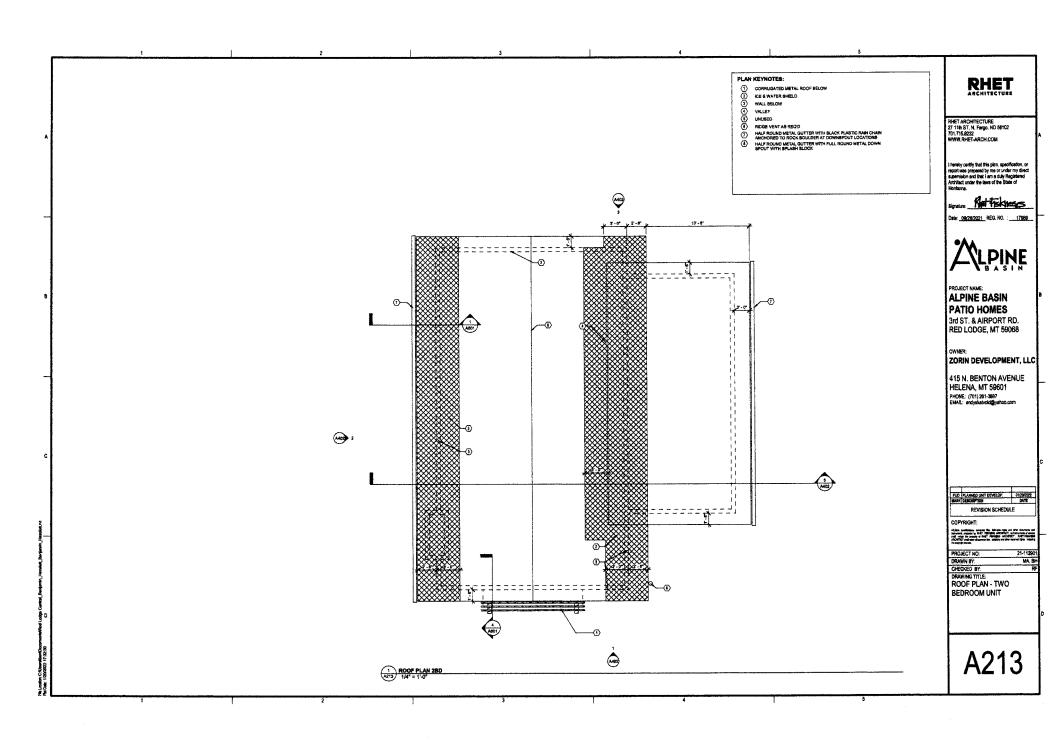


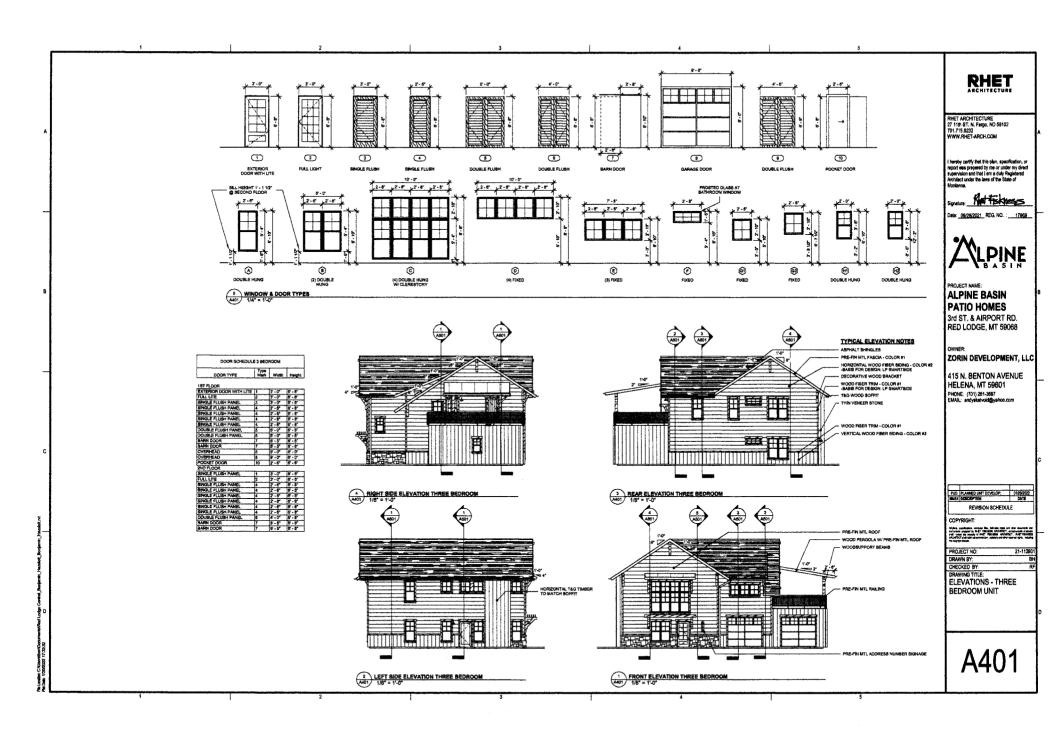


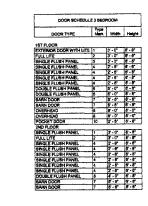


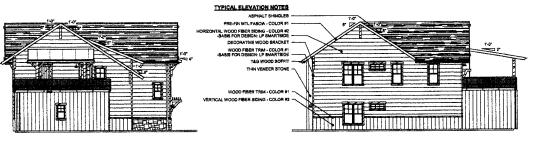




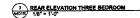
















FRONT ELEVATION THREE BEDROOM

RHET

RHET ARCHITECTURE 27 11th ST, N. Fargo, ND 58102 701.715.8232 WWW.RHET-ARCH.COM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of Montams.

Signature: Ret Fishings

Date: 09/28/2021_REG. NO. : 17969



ALPINE BASIN PATIO HOMES

3rd ST. & AIRPORT RD. RED LODGE, MT 59068

OWNER: ZORIN DEVELOPMENT, LLC

415 N. BENTON AVENUE HELENA, MT 59601 PHONE: (701) 281-3887 EMAIL: andyakatyolo@yahoo.com

PUD PLANNED UNIT DEVELOP. 0/28/2022
MARK DESCRIPTION DATE
REVISION SCHEDULE

COPYRIGHT:

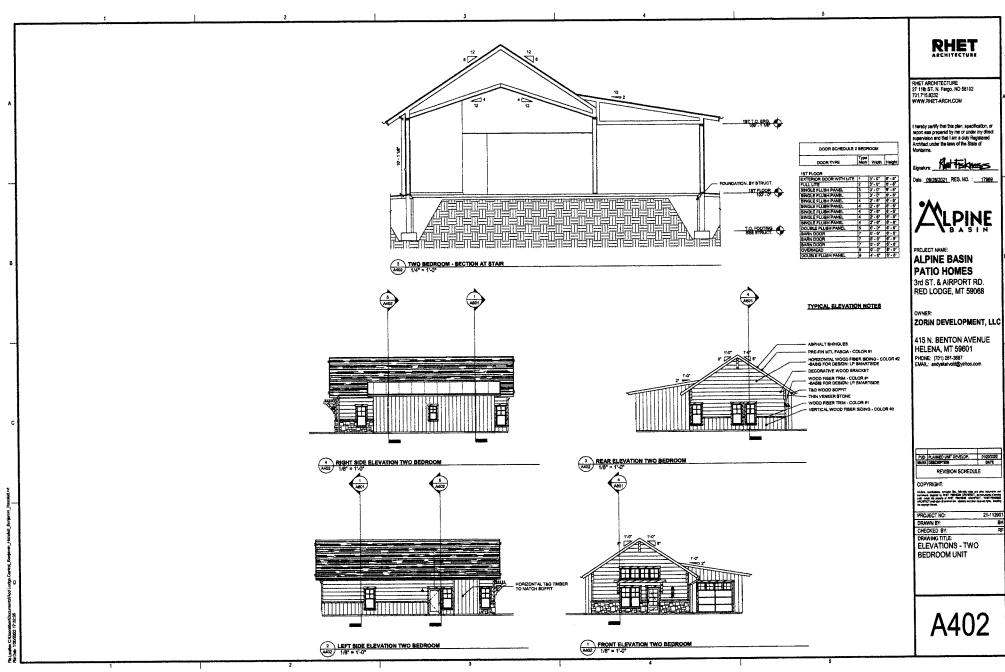
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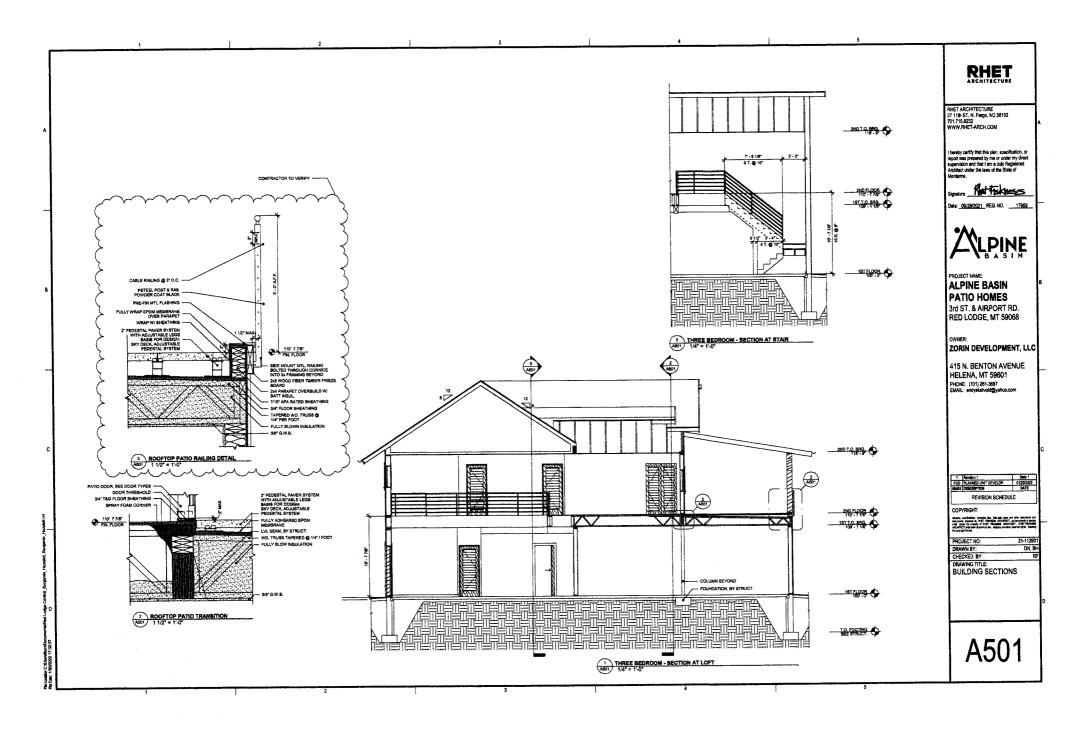
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DRAWN BY: BH
CHECKED BY: RF
DRAWING TITLE:
ELEVATIONS - THREE

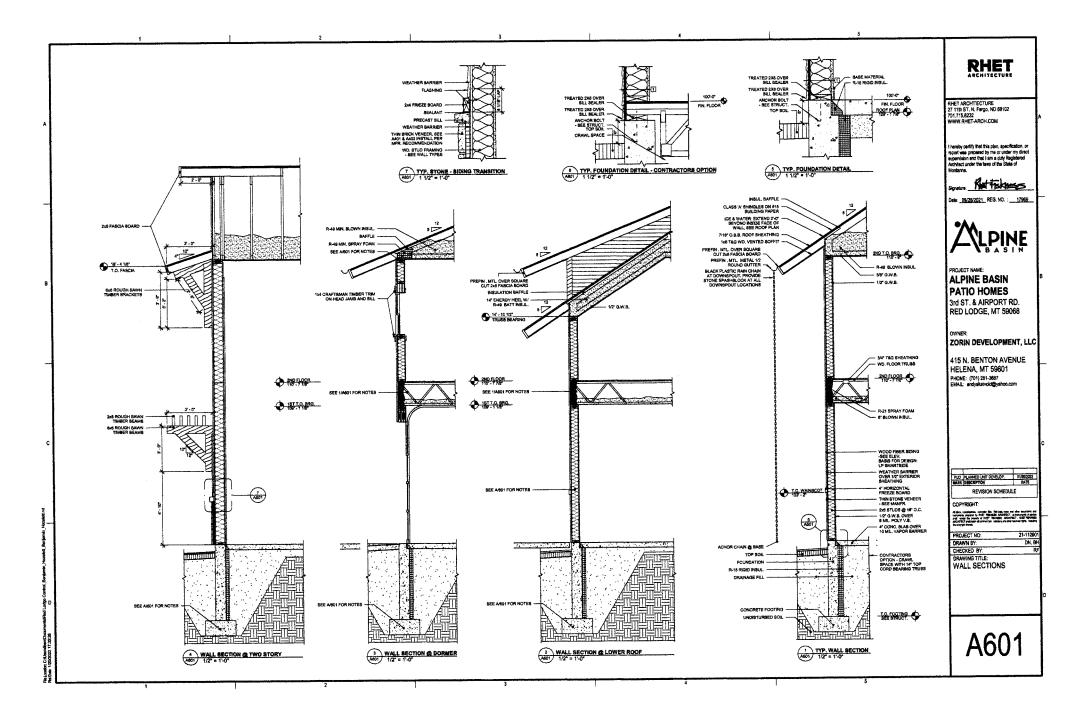
BEDROOM UNIT -REVERSED

A401R

Moentber/Dogmonts/Red Lodge Central Benjamin Hazelell, Benjamin Perce 17-20-4







Percentage Interests in General Commons Elements for the Project

Unit Type	Unit Square Feet	Percentage Interest Per Unit	# of Units	Total Square Feet
2 Bedroom	1187	1.09%	18	21,366
3 Bedroom	2084	1.9137%	42	87,528
Total			60	108,894

Exhibit E – Site Plan

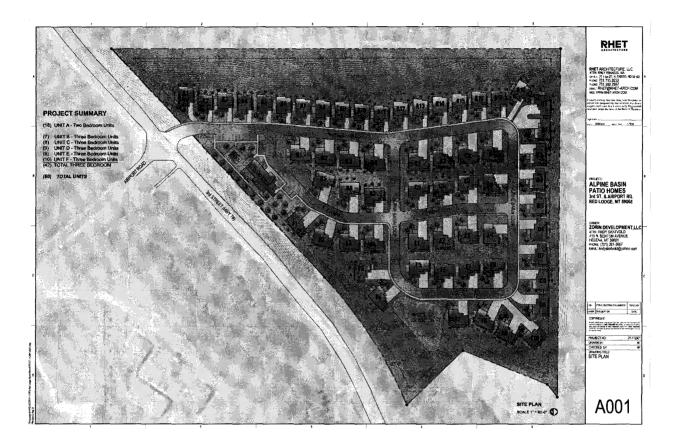


Exhibit G – Government Certifications or Approvals

See included Original Signed Certification.

DEPARTMENT OF REVENUE CERTIFICATION

The foregoing Declaration of Unit Ownership has been reviewed in accordance with the provisions of § 70-23-304, Mont. Code Ann. The undersigned, with § 70-23-303, Mont. Code Ann. and that all taxes and assessments due or payable related to the property described in the preceding Declaration have been paid.

DATED this 14th day February, 2022.

Montana Department of Revenue