

**BYLAWS
OF
ALTA VIEWS HOMEOWNERS ASSOCIATION, INC.**

These Bylaws (“Bylaws”) are and constitute the bylaws for Alta Views Homeowners Association, Inc. (the “Homeowners Association”). The Alta Views Homeowners Association, Inc. is the homeowners association for the following described real property located in Flathead County, Montana:

Alta Views, according to the map or plat thereof on file and of record in the Flathead County Clerk and Recorder’s office.

**ARTICLE I.
Definitions**

Capitalized terms used in these Bylaws which are not defined in these Bylaws shall have the same meaning given to them in the Declaration of Covenants, Conditions, Restrictions and Easements of Alta Views (the “Declaration”) recorded in the Flathead County Clerk and Recorder’s office on February 26, 2019 as Document No. 201900003677.

**ARTICLE II.
Offices**

The initial principal offices of the Homeowners Association shall be at 508 Silverleaf Drive, Whitefish, MT 59937. The board of directors may change the location of the principal offices from time to time. The Homeowners Association may also have offices and may carry on its purposes at such other places within and outside the State of Montana as the board of directors may from time to time determine.

**ARTICLE III.
Property Rights and Rights
of Enjoyment of Facilities and Functions**

Each member and their guests and invitees shall be entitled to the use and enjoyment of the Homeowners Association Common Areas, common facilities and functions, subject to such

rules and regulations as may be adopted by the board of directors from time to time, pursuant to the Declaration and these Bylaws.

ARTICLE IV. Membership, Voting, Quorum and Proxies

Section 4.1 Members: The members of the Homeowners Association shall be all Owners of the Lots within Alta Views subdivision.

Section 4.2 Voting Rights: The voting rights of the members shall be one (1) vote per Improved Lot. If a person or entity owns more than one Improved Lot, that person or entity shall have as many votes as the number of Improved Lots owned by that person or entity. If more than one person or entity has an ownership interest in a single Improved Lot, such persons or entities must decide among themselves how the vote for that Improved Lot shall be cast. In the case of multiple owners of a single Improved Lot, unless informed otherwise in writing, it shall be assumed that any one owner shall be permitted to cast votes and otherwise act for that Improved Lot in all matters concerning the Homeowners Association.

Section 4.3 Record Date: The board of directors shall have the power to fix, in advance, a date as a record date for the purpose of determining members entitled to notice of or to vote at any meeting or to be furnished with any other information or material, or in order to make a determination of membership, for any purpose. The members existing on any such record date shall be deemed members for such notice, vote, meeting, furnishing of information or material, or other purpose, and for any supplementary notice or information or material with respect to the same matter and for any adjournment of the same meeting. A record date shall not be more than 50 days prior to the date on which the particular action requiring determination of membership is proposed or expected to be taken or to occur. If no record date is established for a meeting, the date on which notice of such meeting is first given to any member shall be deemed the record date for the meeting.

Section 4.4 Quorum: Except as otherwise provided in the Articles of Incorporation or these Bylaws, the presence in person or by proxy of Owners holding twenty-five percent (25%) of the votes in the Association shall constitute a quorum. If a quorum is not present or represented at any meeting, the members who are present may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present. Alternatively, if a quorum is not present or represented at a meeting, a subsequent meeting may be called for the same purpose and the presence in person or by proxy of Owners holding ten percent (10%) of the votes shall constitute a quorum at such meeting.

Section 4.5 Proxies: Votes may be cast in person or by proxy. Every proxy must be executed in writing by the member or his duly authorized attorney in fact. Except as provided in

Article X, no proxy shall be valid after the expiration of eleven months from the date of its execution.

Section 4.6 Majority Vote: At any meeting of the members where a majority vote is required, if a quorum is present, the affirmative vote of a majority of the Improved Lots represented at the meeting, in person or by proxy, shall be the act of the members unless the vote of a greater number is required by law, the Articles of Incorporation, the Declaration or these Bylaws as from time to time in force and effect.

Section 4.7 Written Ballot: Any action that can be taken at a meeting of members may also be taken by written or electronic ballot or by a combination of written or electronic ballot and voting at a meeting. The ballot must set forth each action proposed to be taken and provide an opportunity to vote for or against the proposed action. The ballots must be mailed or emailed to all members at their mailing or email addresses shown on the records of the Homeowners Association, together with a statement of the number of responses needed to meet the quorum requirements, the percentage of votes that is needed to pass the proposed action, and the date upon which the ballot must be returned to the Homeowners Association in order to be counted. A written or electronic ballot, once received by the Homeowners Association, may not be revoked. Written and electronic ballots received shall be counted in determining the presence of a quorum.

ARTICLE V. Meetings of Members

Section 5.1 Annual Meeting: The annual meeting of the members of the Homeowners Association shall be held at a time and place in Flathead County designated by the Homeowners Association board of directors. The meeting shall be for the purpose of providing a forum for the members to elect directors and for the transaction of such other business and matters as may be pertinent to the Homeowners Association which is brought before the meeting. If the day fixed for the annual meeting shall be a legal holiday in Montana, such meeting shall be held on the next succeeding business day.

Section 5.2 Special Meetings: Special meetings of the members, for any purpose, may be called by the president or by a majority of the board of directors or by Owners holding twenty-five percent (25%) of the votes in the Homeowners Association.

Section 5.3 Place of Meeting: The board of directors may designate any place in Flathead County as the place for any annual meeting or for any special meeting called by the board of directors.

Section 5.4 Notice of Meeting: Written notice of any meeting of the members stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is

called, shall be delivered personally or by mail or email to each member entitled to vote at such meeting not less than fourteen (14) days nor more than fifty (50) days before the date of the meeting. If personally delivered such notice shall be deemed to be delivered upon personal delivery. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears in the records of the Association, with postage thereon prepaid. If emailed, such notice shall be deemed to be delivered when sent addressed to the Member to the email address as it appears in the records of the Association.

Section 5.5 Attendance at Meetings via Telephone or Video Conference. A member may attend any meeting of the Members by means of telephone, video or such other means which allow all of the members in attendance at the meeting to hear and speak with each other. Such attendance via telephone or video shall be the same as attendance in person.

ARTICLE VI. Board of Directors

Section 6.1 Number, Tenure and Qualifications: The business and affairs of the Homeowners Association shall be managed by a board of directors initially consisting of five (5) directors. Directors shall be appointed or elected as follows:

(a) The initial members of the board of directors shall be the three directors of the Deer Creek at Whitefish Homeowners Association, Inc. as of the date the plat of Alta Views was recorded and two (2) directors appointed by the Declarant.

(b) During the Period of Declarant Control, Declarant may appoint, remove and replace from time to time the two (2) directors appointed by the Declarant. The directors appointed by the Declarant need not be Members of the Homeowners Association. The remaining three (3) directors shall be elected by the members at the Homeowners Association annual meeting. At the first annual meeting, the members shall elect one director to a three (3) year term, one director to a two (2) year term, and one director to a one (1) year term. Subsequent terms of the member elected directors shall be three (3) years. The directors elected by the members must be members of the Homeowners Association.

(c) Following the Period of Declarant Control, all five (5) directors shall be elected by the members at the Homeowners Association annual meeting; provided, however, that upon expiration of the Period of Declarant Control, the election of the two (2) directors to fill the vacancies of the board members who were previously appointed by the Declarant shall take place at a special meeting called for the purpose of electing two (2) board members to fill those vacancies. The term of one of the board members elected to fill the vacancy shall be three (3) years, and the term of the second board member elected to fill the vacancy shall be two (2) years. All directors elected by the members must be members of the Homeowners Association. Except

for the initial term of each of the first member elected directors (which initial terms vary from 1 - 3 years), the term of office for all directors shall be three (3) years or until the election or appointment and qualification of his or her successor.

Pursuant to Montana law, the total number of directors comprising the board of directors may never be less than three (3) directors.

Section 6.2 Resignations, Vacancies: Any director may resign at any time by giving written notice to the president or the secretary of the Homeowners Association. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any director who is appointed by the Declarant may be removed from office, with or without cause, by the Declarant, during the Period of Declarant Control. Any director who is elected or appointed by the members may be removed from office, with or without cause, by a majority of the votes cast in person or by proxy at a meeting of Members at which there is a quorum, duly called for such purpose, or by written ballot, or by a combination of votes at a meeting and votes by written ballot (with the votes by written ballot included in determining whether a quorum is present). During the Period of Declarant Control, the Declarant shall appoint a successor director to fill any vacancy occurring on the board of directors by reason of the resignation, removal or death of any director appointed by the Declarant. Any vacancy occurring on the board of directors by reason of the resignation, removal or death of a director elected by the members shall be filled by the affirmative vote of a majority of the directors then in office. A director elected to fill the vacancy of a member elected director shall serve until the next annual meeting of the members at which time the members shall elect a successor director to serve the remaining term of the resigned director.

Section 6.3 General Powers: The board of directors shall have and may exercise all the powers of the Homeowners Association consistent with the Declaration, except such as are expressly conferred upon the members by law, by the Articles of Incorporation, or the Bylaws as from time to time in force and effect.

Section 6.4 Additional Powers and Responsibilities: In addition to its general powers, the board of directors shall have the authority and the responsibility, acting through the board of directors and officers:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Articles of Incorporation, Declaration, or the Bylaws as from time to time in force and effect.

(b) To establish, make, amend, publish and enforce compliance with Administrative Rules governing (i) the operation and use of Common Areas, (ii) exterior maintenance of the structures and grounds of each Lot, (iii) any conduct which is deemed to be offensive

or to interfere with the enjoyment by the members of their Lots, and (iv) any matters permitted by the Declaration.

(c) To maintain in good order, condition and repair Common Areas and all items of personal property used in the enjoyment of such property, to include roads, landscaping, other facilities under control or deemed the responsibility of the Homeowners Association and to hire such manager, employees, independent contractors or others for such purpose. Expenditures for such purpose shall be approved by an officer or director but need not be approved by the Members.

(d) To obtain and maintain appropriate insurance for the Homeowner's Association.

(e) To fix, determine, levy and collect Assessments from Owners to meet the Common Expenses of the Homeowners Association and to create reasonable reserves therefor.

(f) To collect all delinquent Assessments by suit or otherwise.

(g) To issue, or cause an appropriate officer to issue, upon written demand of any member a certificate setting forth whether any Assessment has been paid by such member. Such certificate shall be conclusive evidence against the Homeowners Association for all purposes. The Homeowners Association may charge a reasonable fee for such certificate.

(h) To protect and defend Common Areas and related personal property from loss and damage by suit or otherwise.

(i) To borrow funds in order to pay for any expenditure or outlay authorized by these Bylaws, the Declaration, and the Articles of Incorporation as from time to time in force and effect.

(j) To enter into contracts within the scope of their duties and powers.

(k) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the board of directors.

(l) To maintain full and accurate books and records showing all of the receipts, expenses or disbursements of the Homeowners Association. Any member may inspect such records upon reasonable notice at any reasonable time.

(m) To employ independent, third-party accountants and/or auditors to annually review and inspect the financial records of the Homeowners Association and prepare a written report to the board regarding the findings.

(n) To engage the services of a manager or managing agent.

Section 6.5 Compensation: By resolution of the board of directors, any director may be paid his reasonable expenses incurred, if any, in furtherance of the business or affairs of the Homeowners Association. No such payment shall preclude any director from serving the Homeowners Association in any other capacity and receiving compensation therefor.

Section 6.6 Regular Meetings: Regular meetings of the board of directors may be held without call or formal notice at such places and at such times as the board may from time to time by vote determine. Any business may be transacted at a regular meeting. Until further determination, the regular meeting of the board of directors for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of members, or any special meeting of members at which a board of directors is elected.

Section 6.7 Special Meetings: Special meetings of the board of directors may be held at any place and time when called by the president, or by two or more directors, upon at least five (5) days' prior notice of the time and place thereof being given to each director by leaving such notice with him or at his residence or usual place of business, or by mailing it prepaid, and addressed to him at his post office address as it appears on the books of the Homeowners Association, or by telephone, e-mail or facsimile transmission or other reasonable means of notice. Notices shall state the purposes of the meeting. No notice of any adjourned meeting of the directors shall be required.

Section 6.8 Quorum: A majority of the number of directors fixed by the Bylaws shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the voting directors in attendance shall decide any question brought before such meeting, except where a larger number is required by law, the Articles of Incorporation, or by these Bylaws as from time to time in force and effect.

Section 6.9 Waiver of Notice: Before, at or after any meeting of the board of directors, 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 except when a director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

Section 6.10 Informal Action by Directors: Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the directors.

Section 6.11 Committees: An executive committee or other committees may be appointed by the directors as deemed necessary.

Section 6.12 Participation in Meetings Via Conference Call. Directors may participate in a meeting of directors by means of a conference telephone, video conference or similar communications equipment which allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE VII. Officers and Agents

Section 7.1 General: The officers of the Homeowners Association shall be a president, one or more vice presidents, a secretary and a treasurer and such other officers or assistant officers as the board of directors may consider necessary or advisable. The officers shall hold their offices for such terms and have such authority and duties as from time to time may be determined by the board of directors. The officers shall be chosen in such manner as from time to time may be determined by the board of directors.

The salaries, if any, of all the officers of the Homeowners Association shall be fixed by the board of directors. In all cases where the duties of an officer, agent or employee are not prescribed by the Bylaws or by the board of directors, such officer, agent or employee shall follow the orders and instructions of the president or his designee.

Section 7.2 Removal of Officers: Upon an affirmative vote of a majority of the members of the board of directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

Section 7.3 Vacancies: A vacancy in any office, however occurring, may be filled by the board of directors for the unexpired portion of the term.

Section 7.4 President: The president shall be the chief executive officer of the Homeowners Association. He or she shall have the general and active control of the affairs and business of the Homeowners Association and general supervision of its officers, agents and employees.

Section 7.5 Vice President: The vice president shall assist the president and shall perform such duties as may be assigned by the president or by the board of directors. In the absence of the president, the vice president shall have the powers and perform the duties of the president.

Section 7.6 Secretary: The secretary shall:

- (a) Keep the minutes of the proceedings of the members, the board of directors and any committees (if any);
- (b) See that all notices are duly given in accordance with the provisions of these Bylaws, the Articles of Incorporation and Declaration, and as required by law;
- (c) Be custodian of the Homeowners Association's records;
- (d) Keep at its principal place of business a record containing the names and registered addresses and email addresses of all members, the designation of the property owned by each member;
- (e) In general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

Section 7.7 Treasurer: The treasurer shall be the principal financial officer of the Homeowners Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Homeowners Association and shall deposit the same in accordance with the instructions of the board of directors. He or she shall receive and give receipts for moneys paid into the Homeowners Association, and shall pay out of the funds on hand all bills, payrolls and other just debts of the Homeowners Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the board of directors, shall make such reports to it as may be required at any time. The treasurer shall, if required by the board of directors, give the Homeowners Association a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of his or her duties and for the restoration to the Homeowners Association of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Homeowners Association. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the board of directors or the president.

ARTICLE VIII.

Obligations of the Members

Section 8.1 Assessments: Each member shall be obligated to pay and shall pay to the Homeowners Association all Assessments levied under the Declaration, the Articles of Incorporation or these Bylaws with respect to such Owner's Lot, and each member shall comply with any determinations made by the board of directors with respect to such Assessments.

Section 8.2 Compliance with the Articles of Incorporation, Bylaws and Administrative Rules: Each member shall comply with all provisions of the Declaration, the Articles of Incorporation, these Bylaws, and any rules and regulations issued by the board of directors as from time to time in force and effect. The membership rights and privileges of any member or guest, including, but not limited to, the right to vote and the right to use Common Areas, shall be suspended by action of the board of directors during the period when any assessments or other amounts due relating to such member's Lot remain unpaid; but, upon payment of such Assessments or other amounts, such rights and privileges shall be automatically restored.

ARTICLE IX.

Evidence and Determination of Membership, Registration of Mailing Address and Lien Holders

Section 9.1 Evidence of Membership and Registration of Mailing Address: Members in the Homeowners Association shall attain membership status by ownership of a Lot. Members shall furnish to the Homeowners Association a copy of the deed or other recorded instrument vesting that party with the interest required to make it a member of the Homeowners Association. Each such member shall at the same time give a single name, address and email address to which notices to such member may be sent. In the event of any change in the facts reported in the original written notice, including any change of ownership, the member shall give a new written notice to the Homeowners Association containing all the information required to be covered by the original notice. The Homeowners Association may, but shall not be obligated to, rely, for any and all purposes, on the information reflected in the most recent written notice furnished with respect to such member. The Homeowners Association shall keep and preserve the most recent written notice received by the Homeowners Association with respect to each member.

Section 9.2 Homeowners Association Determination as to Membership: The Homeowners Association shall keep records of its determinations of membership which shall be used and may be relied upon by it for any and all purposes. No party shall be entitled to any notice or the right to vote until it has been determined by the Homeowners Association that such party is a member and that all dues assessed to the member's Lot have been paid in full. Any party aggrieved by any determination of the Homeowners Association with respect to its voting

rights may contest such action within 45 days after it has notice thereof by commencing a legal action in the District Court of Flathead County, Montana, within such 45-day period. If such action is not commenced in such period, the determination of the Homeowners Association shall be final.

Section 9.3 Mortgagees: Any member who mortgages or grants a deed of trust covering their Lot may notify the board of directors of the name and address of the mortgagee or beneficiary of the deed of trust and may file conformed copies of the security instrument with the Homeowners Association by delivering it to the Secretary or any party designated by the board of directors. Such notice shall include an agreement by the lending institution that it will notify the Homeowners Association when its lien has been released. If such notice is given, the board of directors, when giving notice to a member of default in paying an Assessment or other default, shall send a copy of such notice to each mortgagee or beneficiary of a deed of trust covering such member's Lot whose name and address has theretofore been filed with the Homeowners Association, and which has not been removed by appropriate notice that the lien has been released. However, failure to give such notice to a mortgagee shall not invalidate the notice to a member.

Section 9.4 Address of the Homeowners Association: The initial address of the Homeowners Association shall be as provided in Article II, above. Such address may be changed from time to time upon written notice to all members and all mortgagees or beneficiaries of deeds of trust whose names have been previously filed with the Homeowners Association.

ARTICLE X. Security Interest in Membership

Members shall have the right irrevocably to constitute and appoint the mortgagee or the beneficiary of a deed of trust as their true and lawful attorney-in-fact to vote in the Homeowners Association at any and all meetings of the Homeowners Association and to vest in the mortgagee or the beneficiary any and all rights, privileges, and powers that they have as members under the Declaration, Articles of Incorporation and these Bylaws as from time to time in force and effect. Such proxy and vesting shall become effective upon the filing of notice by the mortgagee or the beneficiary with the secretary of the Homeowners Association at such time or times as the mortgagee or the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Homeowners Association, the board of directors or the members to carry out their duties. A release of the mortgage or the beneficiary's deed of trust shall operate to revoke such proxy and vesting. Nothing contained in this Article X shall be construed to relieve members, as mortgagors, of their duties and obligations as members or to impose upon the mortgagee or the beneficiary of the deed of trust the duties and obligations of an Owner.

ARTICLE XI.

Amendments

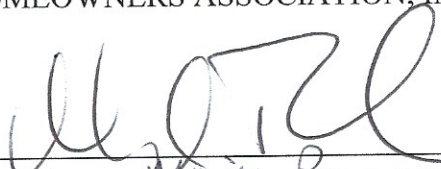
Section 11.1 Amendment during Period of Declarant Control: During the Period of Declarant Control, these Bylaws may be amended by Declarant with the consent of fifty percent (50%) of the members as provided in this Section 11.1. Declarant shall prepare the form of amendment. The form of amendment and a notice of the members' rights under this Section shall be mailed (by first class mail, postage prepaid) or emailed to each member to the address or email address of the member on the records of the Homeowners Association. If ballots and/or written consents (for purposes hereon an email approving the proposed amendment shall be considered written consent) are received by Declarant from members holding 50% or more of the votes in the Homeowners Association within 90 days of the mailing of the notice to the members, the action proposed to be taken by the Declarant shall be considered approved and shall become final.


Section 11.2. Amendment after Period of Declarant Control: After the Period of Declarant Control, these Bylaws may be amended or repealed as provided in this Section 11.2. Any amendment shall require the consent of the members holding seventy-five percent (75%) or more of the votes in the Homeowners Association. Such consent may be evidenced by ballots or written consent (for purposes hereof an email approving the proposed amendment shall be considered written consent) or by vote at a regular or special meeting of the members of the Homeowners Association, or by a combination of ballots, written consents and votes.

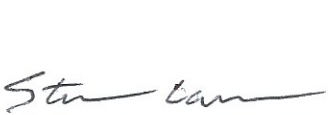
ARTICLE XII. Miscellaneous

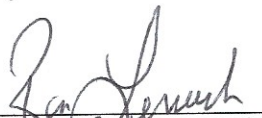
Section 12.1 Fiscal Year: The fiscal year of the Homeowners Association shall commence on January 1st and end on December 31st of each year.

The undersigned, constituting all the directors of ALTA VIEWS HOMEOWNERS ASSOCIATION, INC., do hereby adopt the foregoing Bylaws as the bylaws of ALTA VIEWS HOMEOWNERS ASSOCIATION, INC.


Print Name: MAC K PANISSIDI


Print Name: BEVERLY LEPOWSKI


Print Name: STEVE LARSON


Print Name: RON LENOCH

Mark D. Watkins
Print Name: Mark D. Watkins