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TRAVIS, MOORE & BRANN, PLLP
P.O. Box 899
Kalispell, MT 59903-0899

RESTATED BYLAWS FOR
GLACIER VILLAGE AS IT PERTAINS TO
NORTHERN LIGHTS HOMEOWNERS' ASSOCIATION, INC.

This Restated Bylaws for Glacier Village Association as it pertains to Northern Lights Homeowners' Association, Inc. (as defined herein) (the "Bylaws") is made this __ day of _____, 20__, by NORTHERN LIGHTS HOMEOWNERS' ASSOCIATION, INC., a Montana Non-profit corporation.

WHEREAS, the "Declarant Control Period" established in Section 4.5 of the Glacier Village Declaration expired on December 20, 2021, twenty years after the Declaration was first recorded in the Office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS, pursuant to Article 18 of the Glacier Village Declaration, a meeting of the Owners was called to vote on restating the Glacier Village Bylaws only as it pertains to Northern Lights and Northern Lights West Phases 1-3 to govern its own association, and a majority of members then eligible voted to approve this Restatement of the Glacier Village Bylaws only as it pertains to Northern Lights and Northern Lights West Phases 1-3;

WHEREAS, Northern Lights (as set forth in the *Plat of Northern Lights Subdivision* (Dec. 20, 2001), in the records of the Clerk and Recorder of Flathead County, Montana, and as it has been amended) and Northern Lights West Phase 1 (as set forth in the *Plat of Northern Lights West, Phase 1* (Feb. 7, 2001), in the records of the Clerk and Recorder of Flathead County, Montana, and as it has been amended); Northern Lights West Phase 2 (as set forth in the *Plat of Northern Lights West, Phase 2* (Nov. 10, 2008), in the records of the Clerk and Recorder of Flathead County, Montana, as it has been amended); and Northern Lights West Phase 3 (as set forth in the *Plat of Northern Lights West, Phase 3* (Dec. 15, 2020), in the records of the Clerk and Recorder of Flathead County, Montana, as it has been amended) are hereby incorporated into and part of Northern Lights Homeowners' Association, Inc. (the "Association") are hereby subject to the Bylaws;

NOW, THEREFORE, the Bylaws for Northern Lights Homeowners' Association, Inc. ("Bylaws") are set forth as follows:

ARTICLE 1
PURPOSES, ASSENT OF MEMBER, AND DEFINITIONS

Section 1.1 Purposes. The specific purposes for which the Northern Lights Homeowners Association (“Association”) is formed are to (i) provide for the maintenance, preservation and control of the common areas in the Northern Lights subdivision, (ii) to serve the legitimate interests of the Owners and (iii) to promote the general health, safety and welfare of the Owners and users of the Northern Lights subdivision.

Section 1.2 Assent. All present or future Owners, tenants, future tenants, or any other persons using the facilities of Northern Lights in any manner are subject to these Bylaws and any rules adopted by the Board pursuant to these Bylaws. The mere acquisition or rental of any of the Lots within Northern Lights or the mere act of occupancy of any of those Lots shall constitute an acceptance and ratification of these Bylaws and agreement to comply with said rules.

Section 1.3 Definitions. Unless otherwise specified, capitalized terms used in these Bylaws shall have the same meanings in these Bylaws as such terms have in the Declaration of Covenants, Conditions and Restrictions of Northern Lights Homeowners’ Association, Inc. (the “Declaration”).

ARTICLE 2
MEMBERSHIP

Section 2.1 Membership. Every Owner of a Lot, by virtue of being an Owner, and for so long as he or she is an Owner, shall be a Member of the Association. No Owner, whether one or more persons, shall have more than one membership per Lot. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

Section 2.2 Representation on Board of Directors. If title to a Lot is held by a firm, corporation, partnership, association, or other legal entity or any combination thereof, or if any entity shall have title to more than one Lot, then that entity may appoint, by a writing furnished to the Association, a delegate to represent each such Lot as a candidate for, and if elected, as a member of, the Board of Directors in the manner described below. Such delegate shall not vote as a Member of the Association unless such person shall be appointed by a proxy executed in conformance with these Bylaws to cast the voting interest of the Lot which the delegate represents.

Section 2.3 Responsibilities of Members. Any person on becoming an Owner of a Lot, shall automatically become a Member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner arising out of ownership of the Lot and membership in the Association and the covenants and obligations incident thereto.

Section 2.4 Classes of Membership. The Association will have one class of voting membership, composed of all Owners.

Section 2.5 Voting Privileges. All Owners will be entitled to vote on Association matters based on one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons will be Members. The one vote for such Lot will be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple Owners are present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the multiple Owners casts the vote allocated to his Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

ARTICLE 3 MEETINGS OF MEMBERS

Section 3.1 Place and Frequency of Meetings. Meetings of the Association members shall be held at least once a year at such place within Flathead County, Montana, as the Board of Directors may determine, which place may be solely by electronic means, but in any event all meetings of the Members must provide for Members to attend by electronic means.

Section 3.2 Annual Meetings. The first annual meeting of the Association members shall be held within one year after the date of the adoption of these Bylaws. Thereafter, the annual meetings of the Association members shall be held on a date and at a time selected by the Board in each succeeding year. The purpose of the annual meetings is for the election of Directors and the transaction of such other business of the Association as may properly come before the meeting.

Section 3.3 Special Meetings. Special meetings of the Association members may be called by the Board or by Members representing not less than twenty-five percent (25%) of the total votes entitled to be cast on Association matters as described in the Declaration.

Section 3.4 Notice of Meetings. Written notice stating the place, day, and hour of each meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered and effective not less than ten (10) nor more than fifty (50) days before the date of the meeting, by mail, e-mail, fax or to the registered address for notice by or at the direction of the Board of Directors or the persons calling the meeting.

Section 3.5 Proxies. Votes may be cast in person or by proxy, but no proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Proxies shall be filed with the Board of the Association at or before the appointed time of each meeting. The Board shall have the power and authority to approve the form of proxy used and, at minimum, such form shall include the following: (i) identification of the Lot to which the proxy relates, (ii) the name of the holder of the proxy (which must be only one individual), (iii)

the scope of the power granted by the proxy, (iv) the duration of the power conveyed by the proxy, and (v) the signature of all Owners of record of the Lot.

Section 3.6 Quorum. A quorum is deemed present throughout any meeting of the Association if ten percent (10%) of the Members of the Association entitled to cast votes are present at the beginning of the meeting. If, however, such quorum is not present or represented at the meeting, the Members entitled to vote at the meeting will have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented by proxy. A member is present at a meeting whether physically present, present by telephone or virtually present by other electronic means.

Section 3.7 Actions Binding on Members. An affirmative vote cast by a majority of the Members actively voting on the issue(s) or by proxy is required to make decisions binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles or these Bylaws.

Section 3.8 Voting by Mail. Voting by mail (including voting by electronic means) is permitted for election of the Board of Directors, amendment of the Articles, adoption of a proposed plan of merger, consolidation or dissolution pursuant to the provisions of the Montana Nonprofit Corporation Act, or other questions that come before the Association. In the case of a vote by mail, e-mail, or electronic survey, the Secretary will give written notice to all Members, which notice will include (i) a proposed written resolution setting forth a description of the proposed action, (ii) a statement that the Members are entitled to vote by mail (or e-mail/ electronic survey) for or against such proposal, (iii) a statement of a date not less than ten (10) days after the date such notice will have been given by which all votes must be received, and (iv) the specified address (whether physical, e-mail or otherwise) where all votes must be sent.

Section 3.9 Waiver of Notice. Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at the meeting by a Member, whether in person or by proxy, will be deemed waiver by such a Member of notice of the time, date and place of the meeting unless such a Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

ARTICLE 4 BOARD OF DIRECTORS

Section 4.1 Number, Qualification and Initial Board. The affairs of the Association will be managed initially by a Board of five directors, and, at any given time, no less than three Directors. The Directors must be Members of the Association. The number of the Board of Directors will be established from time to time by the Board. The name and addresses of the persons who are to serve on the initial Board of Directors until their successors are elected are:

<u>Name</u>	<u>Address</u>
President	
Vice President	
Secretary	
Treasurer	
Board Director	

Section 4.2 Terms of Office. Every Director elected shall serve a term from one (1) to three (3) years, so that the term of one third (1/3) (or as close thereto as possible) of the Directors shall expire after each year. Elections of Directors shall be conducted as provided in Section 4.3 below. The Directors shall hold office until their successors have been elected and qualified.

Section 4.3 Board Elections. Each Director will hold office until such Director's successor is elected by the Members and qualified to take over the office. Nominations of candidates for the Board may be made by any Member. The candidate receiving the largest percentage of all votes of Members shall be elected. Cumulative voting is prohibited.

Section 4.4 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors elected may be removed with or without cause by a vote of sixty percent (60%) of the vote of Members present and entitled to be cast at such a meeting. Successors may then and there be elected by such Members to fill the vacancies thus created.

Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. The Board shall designate by resolution or motion when such regular or special meeting shall be held after such meeting is properly set or called in accordance with these Bylaws and Montana law.

Section 4.5 Vacancies. Any vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. The term of the Director so elected will be coincident with the term of the replaced Director.

Section 4.6 Place and Notice of Directors' Meetings. Any regular or special meetings of the Board may be held at such a place within or outside the State of Montana and upon such notice as the Board may prescribe, including by electronic means. Electronic participation means shall be made available at all Director meetings. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the

meeting is not lawfully called or convened. Before, at, or after any meeting of the Board, any member of the Board may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the waiver of notice of such meeting. The Board 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 members of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.

The Board may participate in a meeting by means of a conference telephone, video conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 4.7 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association. The Board may do all such acts and things which are not specifically required to be done by the Members of the Association by law, the Declaration, the Articles of Incorporation of the Association, or these Bylaws.

Section 4.8 Other Powers and Duties. Without limiting the generality of the powers and duties set forth in Section 4.7 of these Bylaws, the Board shall be empowered and shall have the powers and duties as follows:

4.8.1 To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions, and to perform the functions of the Association, set forth in the Declaration.

4.8.2 To adopt and amend from time to time administrative rules and regulations governing the use and operation of the Common Area as provided in the Declaration

4.8.3 To keep in good order, condition, and repair all the Common Area and all items of personal property, if any, used in the enjoyment of Northern Lights in accordance with the terms of the Declaration. No approval of the Owners is required for expenditures for these purposes.

4.8.4 To designate and remove personnel necessary for the operation, maintenance, repair and replacement of the Common Area in accordance with the terms of the Declaration.

4.8.5 In accordance with the terms of the Declaration, to obtain and maintain in effect the insurance coverage specified in the Declaration to the extent that insurance is available from reputable carriers at costs which are not demonstrably unreasonable.

4.8.6 Subject to the budgeting procedures contained in the Declaration, to fix, determine, levy, and collect the prorated annual Assessments to be paid by each of the Members towards the gross expenses of Northern Lights, and to adjust, decrease, or increase

the amount of the Assessments, and to credit any excess of Assessments over expenses and cash reserves to the Members against the next succeeding Assessment period.

4.8.7 To levy and collect special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies, subject to the requirement that all special Assessments shall be based on a budget adopted in accordance with the terms of the Declaration prior to levying a special Assessment.

4.8.8 To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws; to enforce a late charge of fifteen percent (15%) of the amount outstanding or such other charge as the Board may fix by rule from time to time in connection with Assessments remaining unpaid more than fifteen (15) days from due date for payment thereof; and to collect interest on unpaid Assessments in accordance with Article 5 of the Declaration at the Maximum Rate in effect on the date the obligation to pay such interest arises. The interest as stated herein is simple interest.

4.8.9 To protect and defend Northern Lights from loss and damage by suit or otherwise.

4.8.10 To borrow funds in order to pay for any expenditure or outlay required for Northern Lights pursuant to the authority granted by the provisions of the Declaration and these Bylaws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Association may deem necessary; provided, however, that the Association shall not borrow more than twenty five thousand dollars (\$25,000) or cause the Association to be indebted or liable for more than twenty five thousand dollars (\$25,000) at any one time without the prior approval of a majority vote of the members.

4.8.11 To dedicate, sell, or transfer all or any part of the Common Area to any public, governmental, or quasi-governmental authority, including Winter Sports Inc. (as long as the Common Area is still to be used as Common Area) or utility for such purposes and subject to such conditions as may be agreed to by the members.

4.8.12 To enter into contracts within the scope of their duties and powers, including, without limitation, contracts with any District or other homeowners' associations or entities to provide services for the benefit of members and their families, guests, tenants and invitees.

4.8.13 To establish a bank account for the treasury and for all separate funds which are required or may be deemed advisable by the Board.

4.8.14 To keep and maintain full and accurate books and records showing all receipts, expenses, or disbursements since the last such statement, including depreciation and other tax information.

4.8.15 To prepare and deliver annually to each member a statement showing all receipts, expenses, or disbursements since the last such statement, including depreciation and other tax information.

4.8.16 In general, to perform all other acts permitted under applicable law, to carry on the administration of the Association and to do all those things necessary and responsible in order to carry out the proper governance and operation of the Association, all in accordance with the Declaration.

Section 4.9 Managing Agent. The Board may employ for the Association a Managing Agent at a compensation established by the Board, to perform such duties and services specified in Section 4.8 above as the Board shall authorize; provided, however, that the Board in delegating such duties shall not be relieved of its responsibility under the Declaration or applicable law.

Section 4.10 Hearing Procedure. The Board will not impose a fine, suspend voting, or suspend any rights of a Member for violations of rules and regulations or of the provisions of the Association unless and until the procedure below is followed:

4.10.1 Demand. Written demand to cease and desist from the alleged violation will be served upon the alleged violator specifying:

4.10.1.1 the alleged violation,

4.10.1.2 the action required to abate the violation; and

4.10.1.3 a time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violations may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

4.11.2. Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate will serve the violator with written notice of a hearing to be held by the Board. The notice will contain the following:

4.11.2.1 the nature of the alleged violation;

4.11.2.2 the time and place of the hearing, which time will not be less than ten (10) days from the giving of the notice;

4.11.2.3 an invitation to attend the hearing and produce any statement, evidence and witness on the Association Member's behalf, and

4.11.2.4 the proposed action to be imposed.

4.11.3 Hearing. The hearing will be held pursuant to the notice, affording the Association Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these Bylaws, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director or agent who delivered such notice. The notice requirement will be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. Written and oral evidence may be presented. The presenting party will provide copies of any written evidence to the other party or parties. The decision of the Board will be final.

4.11.4 Appeal. The Board may in its discretion appoint a Hearing Committee to hear the matter. In such event the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Board by written notice to the Hearing Committee, the other party and the Board given within ten (10) days after the hearing. The Board will consider the minutes of the hearing and report the decision of the Board within a reasonable period of time not exceeding sixty (60) days after the receipt of the notice. The decision of the Board will be final.

Section 4.12 Directors' Compensation. Directors shall not be paid any compensation for their services performed as a Director. Each member of the Board shall receive reimbursement for reasonable transportation, meals, and lodging expenses for attendance at any regular or special meeting of the Board or for other actual expenses incurred in connection with the performance of his or her duties of office as a member of the Board.

ARTICLE 5 OFFICERS AND THEIR DUTIES

Section 5.1 Enumeration of Officers. The officers of the Association shall be a president, secretary, treasurer, and such other officers as the board, who may be created from time to time by resolution.

Section 5.2 Appointment of Officers. The appointment of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board following each annual meeting of the members.

Section 5.3 Term. The officers of the Association shall be elected annually by the Board and shall hold office for one (1) year unless such officer shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 5.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice

to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer they replace.

Section 5.7 Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 5.8 Duties. The duties of the officers are as follows:

5.8.1 President. The President shall: preside at all meetings designated for all Association members and the Board; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments; co-sign all promissory notes; and exercise and discharge such other duties as may be required of the President by the Board.

5.8.2 Secretary. The Secretary shall: record the votes and keep the minutes of all meetings and proceedings of the members and the Board; keep the corporate stamp or seal of the Association and place it on all papers requiring said stamp or seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

5.8.3 Treasurer. The Treasurer shall: receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; co-sign all promissory notes of the Association; sign all checks of the Association unless the Board specifically directs otherwise; keep proper books of account; at the direction of the Board, cause an annual audit of the Association books to be made by a public accountant at least once in every three (3) fiscal years; and prepare an annual budget and a statement of income and expenditures to be presented to the Board for approval, and deliver a copy of each to the members.

ARTICLE 6 INDEMNIFICATION OF DIRECTORS AND OFFICERS

To the fullest extent permitted by law and consistent with the articles of incorporation of the Association, the Association shall indemnify every Director, officer, employee, agent and incorporator of the Association and every person who serves at the request of the Association as a manger, director, officer, employee, committee member, fiduciary or agent against any liability asserted against or incurred by such person in any such capacity or arising out of that person's capacity as such.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of such actions or omissions in the performance of such person's duties for the Association. The foregoing rights shall not be exclusive of other rights to which such Director or officer or other person may be entitled. All liability, loss, damage, cost, and expense arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a Common Expense.

ARTICLE 7 BYLAWS

Section 7.1 Amendments. These Bylaws may be amended by a majority vote of the Association. No amendment shall serve to conflict with applicable law or delete any provision, which must be contained in these Bylaws under the terms of applicable law, or conflict with the articles of incorporation of the Association or the Declaration.

Section 7.2 Conflict Between Documents. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation of the Association, the Declaration shall control.

ARTICLE 8 NONPROFIT CORPORATION

The Association is not organized for profit. No member of the Association, member of the Board, or person from whom the Association may receive any property or funds shall be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event shall any part of the funds or assets of the Association be paid as a dividend or be distributed to, or inure to the benefit of, any Member of the Association or Director. The foregoing, however, shall neither prevent nor restrict the following: (i) reasonable compensation may be paid to any Member or Manager acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association; (ii) any Member or Director may be reimbursed for their actual and reasonable expenses incurred in connection with the administration of the affairs of the Association; and (iii) the distribution of any proceeds of insurance or from condemnation or the sale of Northern Lights as described in the Declaration.

ARTICLE 9 COMMITTEES

The Board of Directors of the Association may appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE 10
BOOKS AND RECORDS, STATEMENT OF ACCOUNT

Section 10.1 Inspection. The records of receipts and expenditures of the Board and other books, records and papers of the Association, including the Declaration, the Articles of Incorporation of the Association, and these Bylaws, as well as any agreements and any rules and regulations of the Association, shall be available for inspection during convenient weekday business hours by the Owners and their lenders, and to holders, insurers or guarantors of first priority liens at the principal offices of the Association, where copies may be purchased at a reasonable cost.

Section 10.2 Statement of Account. Upon fourteen (14) calendar days' prior written notice to the relevant Managing Agent, if any, or to the Board, and payment of a reasonable fee, any Owner shall be furnished a statement of the Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, together with such other information available pursuant to the Declaration.

ARTICLE 11
FISCAL YEAR

The fiscal year of the Association shall be at the discretion of the Board.

The undersigned authorized agent of the initial Board of Directors of Northern Lights Homeowners Association, Inc. has executed these Bylaws this ____ day of _____, 2024.

Samantha P. Travis, Authorized Agent