

Second Amended
By-Laws
Glacier Village Greens
Homeowners Association, Inc.

ARTICLE I
NAME, LOCATION AND PURPOSE

The name of the corporation is Glacier Village Greens Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located in Kalispell, Montana, but meetings of Members and Directors may be held at such places within the State of Montana, County of Flathead, as designated by the Board.

The primary purpose of the Association shall be to further and promote the common interest and welfare of its members; to own, control, and maintain the Common Areas; and to monitor the enforcement of the Declarations.

ARTICLE II
DEFINITIONS

1. "Annual Assessment" means the charge levied and assessed each year against a Lot.
2. "Articles" means the Articles of Incorporation of the Association as the same may from time to time be amended.
3. "Association" means the GLACIER VILLAGE GREENS HOMEOWNERS ASSOCIATION, INC., its successors and assigns, a Montana Non-profit Corporation.
4. "Board" means the Association's Board of Directors.
5. "Common Areas" means the parks, conservation areas, and community center within the Properties.
6. "Declarant" means GO Development, L.L.C., a Montana Limited Liability Company.
7. "Declaration" means the Declarations of Covenants, Conditions, and Restrictions recorded in the Office of the Flathead County Clerk and Recorder against the Properties.
8. "Lot" means each home site shown within the Properties,

9. "Member" means the Owners of each Lot.
10. "Notice" means mailing, faxing or emailing a written communication to the person or entity at the mailing address, fax number or email address appearing on the Association's records.
11. "Operating Funds" means a fund for annually recurring expenses of the Association, including, but not limited to, insurance, management and legal fees, common area utilities, janitorial services, and common area landscaping.
12. "Owner" means the person or entity who is a record owner of a fee or undivided interest in any Lot, including contract purchasers, but excluding those who hold an interest merely as security for the performance of an obligation. Membership is appurtenant to and may not be separated from ownership of any Lot.
13. "Properties" means that certain real property described in the plats of Glacier Village Greens, Phases 1-12, 14-18 and 20-25, and all subsequent phases recorded in the office of the Flathead County Clerk & Recorder.
14. "Reserve Funds" means a fund for the long-term repair and replacement of major components of, and unexpected expenses related to, the Common Areas.
15. "Special Assessments" means any assessment levied and assessed other than an Annual Assessment.

ARTICLE III

MEETING OF THE MEMBERS

1. Annual Meetings. The Annual meeting of the members shall be held each year at a time and place to be decided by the Board. This annual meeting is held to elect the Board and for the transaction of all other business which may come before the meeting.
2. Special Meetings. Special meetings of the Members may be called at any time by the President, Vice-President, Board, or upon written request of one fifth (1/5) of the Members who are entitled to vote.
3. Notice of Meetings. Notice of each meeting of the Members shall be given by, or at the direction of, the President or person authorized to call the meeting, not less

than 7 or more than 30 calendar days before the meeting. The Notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4. Quorum. The presence at the meeting of ten percent (10%) of the Members entitled to vote, in person or by proxy, shall constitute a quorum. If a quorum is absent, a majority of the Members present, in person or by proxy, at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present in person or proxy.
5. Voting. Each Member shall be entitled to one vote for each Lot owned. If more than one person or entity owns a Lot, the vote for such lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Lot. In the case where the Owners are unable to come to an agreement as how to cast their vote, the person or entity whose name first appears on the deed shall cast the vote. Cumulative voting is not permitted.
6. Proxies. Any Member may vote by proxy. All proxies shall be in writing and filed with the Secretary. All proxies shall be revocable and shall automatically cease upon conveyance by the Member's interest in the Lot.

ARTICLE IV

BOARD

1. Number. The affairs of the Association shall be managed by a Board of five (5) Directors who must be Members. However, two (2) additional members of the Board of the Association shall be appointed by the Declarant. The Declarant's two (2) positions on the Board will automatically expire at such time that the Declarant no longer owns any lots in the subdivision. The Declarant may also voluntarily resign its two (2) positions on the Board at any time with written notice.
2. Authority. The Board has the exclusive right of determining and transacting the affairs of the Association.
3. Term of Office. All Directors shall be elected for a term of three (3) years.
4. Removal. Any Director may be removed, with or without cause, by a majority vote of a quorum of the Members at any regular or special meeting. In the event of death,

resignation or removal of a Director, the successor shall be selected by a majority vote of the remaining Directors to serve for the unexpired term of the predecessor.

5. Compensation. No Director may receive compensation for any service rendered to the Association as a Director. However, a Director may be reimbursed for actual expenses incurred in the performance of his/her duties; or for services to the Association other than as a Director.
6. Action taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting by obtaining the written approval / disapproval of the action by the Directors. Electronic communication is acceptable. Any action shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. A Nominating Committee shall be appointed by the Board prior to each annual meeting of the members. Nominations may be made from the floor at the annual meeting.
2. Election. Election of Directors shall be by written ballot, unless candidates are running unopposed. At such election the Members may cast as many votes in person or by proxy as there are vacancies. Cumulative voting is not permitted.

ARTICLE VI

BOARD MEETINGS

1. Regular Meetings. Regular meetings of the Board shall be held monthly or as determined by the President.
2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association or by any two Directors, with minimum of two (2) days' Notice to all Directors.
3. Quorum. A majority of the Directors shall constitute a quorum. Every act or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act of the Board.

4. Minutes. Minutes shall be taken at all regular and special meetings of the Board. Copies of all minutes shall be placed in the permanent records of the Association.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD

1. Powers. The Board shall have power to:
- a. Contract with a homeowners association professional management company to provide contractual services determined to be necessary in order to promote the common interests, welfare, and needs of the Association and its Members.
 - b. Adopt and publish rules and regulations governing the use of the Common Area.
 - c. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws or the Articles of Incorporation.
 - d. Declare the office of a Director to be vacant in the event such Director shall be absent for three (3) unexcused consecutive regular Board meetings.
 - e. Employ personnel reasonably necessary for the administration of Association affairs.
 - f. Appoint such committees as may be necessary to accomplish the objectives and purposes of the Association.
2. Duties. It shall be the duty of the Board to:
- a. Assure all monetary transactions and investments of the Association are accurately budgeted, appropriated, and accounted for.
 - b. Create policies and procedures to effectively manage the Association.
 - c. Cause to be kept a complete record of all its acts and corporate affairs.
 - d. Supervise and have the authority to compensate all agents and employees of this Association, and to see that their duties are properly performed.

- e. Fix the amount of the Annual Assessment against each Lot prior to January 1st of each year and provide Notice of the Annual Assessment to every owner subject to the assessment as soon after January 1 as is practicable, or at least 30 days prior to the assessment due date. The due date will be established by the Board. Members will be notified in advance of any increase in the Annual Assessment in excess of 15% including an explanation for the increase. The Annual Assessment shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas, or any other purpose as determined by the Board. All amounts collected as reserves, whether pursuant to this paragraph or otherwise, shall be deposited in a separate bank account for the purposes for which they are collected and are to be segregated from and not co-mingled with any other funds of the Association. If Special Assessments are needed, the complete proposal shall be presented in advance to the Members for approval by majority vote.
- f. Shall foreclose the lien against any property for which assessments are not paid within one hundred and twenty (120) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- g. Issue, or to cause an appropriate officer to issue, upon demand by any Member, a receipt setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these receipts. If a receipt states an assessment has been paid, such receipt shall be conclusive evidence of such payment.
- h. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- i. Cause the Common Areas to be maintained, preserved, and controlled.
- j. Cause to be paid all expenses incurred in the performance of the above duties and any other Association obligations and activities.
- k. Enforce the Declarations.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

1. Offices. The Officers of this Association shall be a President, Vice-President, and Treasurer. All Officers must be Directors.
2. Election of Officers. The Officers shall be elected annually by the Board at the first Board meeting following each annual meeting of the Members.
3. Term. The Officers shall hold office for one (1) year unless he/she sooner resigns, is removed, or otherwise is disqualified to serve.
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.
5. Resignation and Removal. Any Officer may be removed 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.
6. Vacancies. A vacancy in any office may be filled by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the Officer he/she replaces.
7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to paragraph 4 of this Article.
8. Duties. The duties of the Officers are as follows:

President

- a. The President shall preside at all meetings of the Members and Board; shall see that resolutions and directives of the Board are carried out; shall be an ex-officio member of all the standing committees; and shall have such other powers and duties as may be prescribed by the Board or these By-Laws.

Vice-President

- b. The Vice-President shall act as a substitute for the President if he or she is unavailable. The Vice-President shall be responsible for obtaining, monitoring and administering all insurance policies of any kind, as well as surety bonds against misuse of the Association's funds, purchased for the benefit of the Association. The Vice-President shall present Insurance and Bonding coverage recommendations to the Board for final review. The Vice-President shall carry out any other duties that may be assigned by the Board.

Treasurer

- c. The Treasurer shall be the Financial Officer of the Board. The Treasurer shall maintain the financial records of the Association and shall oversee the distribution of the Operating and Reserve funds as directed by the Board. The Treasurer shall oversee an audit, review, or compilation of the Association's financial records annually or as requested by the Board, and present the results to the Board upon completion. The Treasurer shall facilitate the preparation of an annual budget and a statement of income and expenditures to be presented to the Members at the Annual Meeting, and make available a copy of each to any Member requesting such. The Treasurer shall recommend the services of a qualified Bookkeeper to the Board for approval as requested. The Association's Financial Records shall be available at all times for inspection by any Director.

ARTICLE IX

SECRETARY, BOOKKEEPER AND THEIR DUTIES

1. Vacancies. The positions of Secretary and Bookkeeper will be appointed by the Board. These positions may be compensated. The compensation will be determined by the Board.
2. Term. The term of these positions will be determined by the board.
3. Resignation and Removal. The Secretary or Bookkeeper may be removed with or without cause by the Board. The Secretary or Bookkeeper may resign at any time by giving written Notice to the Board or the President. Such resignation shall take effect on the date of receipt of such Notice or at any later time specified therein.

4. Duties. The duties of the Secretary and Bookkeeper are as follows:

Secretary

- a. The Secretary shall maintain the Association's meeting minutes and official records, reviewing and updating documents as required and ensuring they are stored safely and accessible to the Members. The Secretary shall perform such other duties as required by the Board.

Bookkeeper

- b. The Bookkeeper shall receive payments, make deposits, prepare checks, pay invoices, generate statements, prepare and mail invoices for annual and special assessments, and assist the Treasurer in maintaining accounting records and files. The Bookkeeper shall perform such other duties as required by the Board.

ARTICLE X
COMMITTEES

The Board shall appoint an Architectural Review Committee, as provided in the Declaration. The Board shall appoint other committees as deemed appropriate in carrying out its purpose, with their duties, responsibilities and for such term as may be determined by the Board.

ARTICLE XI
ASSESSMENTS

As provided in the Declarations, each Member is obligated to pay assessments which are secured by a continuing lien upon the Owner's Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within forty-five (45) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Lot Owner to pay the same or foreclose the lien against the Lot, and

interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or by abandonment of a Lot.

ARTICLE XII

AMENDMENTS AND CONFLICTS

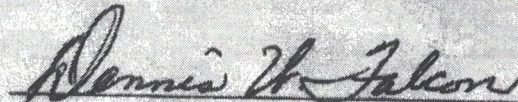
1. These By-Laws may be amended at the annual or any special meeting of the Members, by a majority of the Members present in person or by proxy who have a right to vote. Notice of any proposed changes to these By-Laws shall be given to the Members in advance of the Meeting.
2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

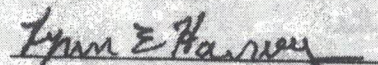
ARTICLE XIII

MISCELLANEOUS

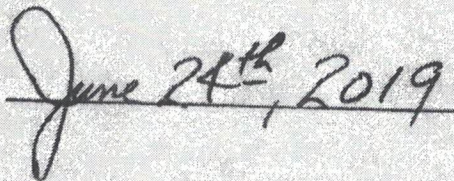
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year.

This Amendment was approved by vote of the membership at the June 11, 2019 Annual Meeting, to be effective on July 15, 2019.


Dennis Falcon, President


Lynn Harvey, Vice President

Dated



CORRECTION TO THE SECOND AMENDED BY-LAWS
GLACIER VILLAGE GREENS HOMEOWNERS ASSOCIATION, INC

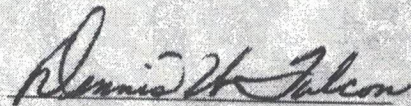
Whereas an amended By-Laws proposal was presented to the HOA Membership via mail in May, 2019, Article V11,2,3 reads:

Fix the amount of the Annual Assessment against each Lot prior to January 1st of each year and provide Notice of the Annual Assessment to every owner subject to the assessment as soon after January 1 as is practicable, or at least 30 days prior to the assessment due date. The due date will be established by the Board. Members will be notified in advance of any increase in the Annual Assessment in excess of 15% including an explanation for the increase. The Annual Assessment shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas, or any other purpose as determined by the Board. All amounts collected as reserves, whether pursuant to this paragraph or otherwise, shall be deposited in a separate bank account for the purposes for which they are collected and are to be segregated from and not comingled with any other funds of the Association. If Special Assessments are needed, the complete proposal shall be presented in advance to the Members for approval by majority vote.

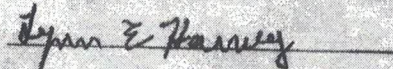
NOW, THEREFORE, Article VII, 2, e SHALL READ AS FOLLOWS;

Fix, in accordance with the budget approved by the Members, the amount of the Annual Assessment against each Lot prior to January 1st of each year and provide Notice of the Annual Assessment to every owner subject to the assessment as soon after January 1st as is practicable, or at least 30 days prior to the assessment due date. The due date will be established by the Board. Members will be notified in advance of any increase in the Annual Assessment ~~in excess of 15%~~ including an explanation for the increase. The Annual Assessment shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas, or any other purpose as determined by the Board. All amounts collected as reserves, whether pursuant to this paragraph or otherwise, shall be deposited in a separate bank account for the purposes for which they are collected and are to be segregated from and not comingled with any other funds of the Association. If Special Assessments are needed, the complete proposal shall be presented in advance to the Members for approval by majority vote.

This Amendment was approved by vote of the membership at the June 11, 2019 Annual Meeting, to be effective on July 15, 2019.

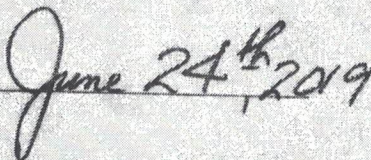


Dennis Falcon, President



Lynn Harvey, Vice-President

Dated



AMENDMENT TO THE SECOND AMENDED BY-LAWS
GLACIER VILLAGE GREENS HOMEOWNERS ASSOCIATION, INC.

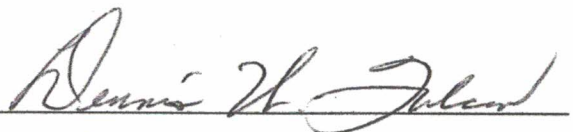
Whereas the Second Amended By-Laws were approved by the GVGHOA Membership, effective on July 15, 2019, Article II, 10 reads:

"Notice" means mailing, faxing or emailing a written communication to the person or entity at the mailing address, fax number or email address appearing on the Association's records.

NOW, THEREFORE, Article II, 10, SHALL READ AS FOLLOWS:

"Notice" means mailing, or **electronic communication**, to the person or entity at the address appearing on the Association's records, **delivered in person, and/or posting a written notice in designated locations determined by the board.**

This Amendment was approved by vote of the GVGHOA Membership at the August 29, 2020 Annual Meeting, to be effective September 29, 2020.


Dennis Falcon, President


Harold Lair, Vice-President

Dated 9/16/2020