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Eric Semerad - Gallatin County, MT MISC

**AMENDED BYLAWS  
OF THE ASSOCIATION OF UNIT OWNERS OF  
CT CONDOMINIUM**

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**AMENDED BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF  
CT CONDOMINIUM**

**I. PURPOSE AND APPLICATION**

A. These Articles are and shall be the Bylaws of the Association of Unit Owners of CT Condominium ("Association"). These Bylaws shall, upon being recorded with the Clerk and Recorder of Gallatin County, State of Montana, govern and control the administration of the Association. All Unit Owners, their employees, business invitees, guests and any renters or sublessees, present and future, shall have the rights and responsibilities described in these Bylaws and shall be subject to the provisions thereof.

B. The acquisition of an ownership interest in a Unit in CT Condominium signifies that the Owner accepts, ratifies and agrees to comply with these Bylaws.

**II. MEMBERSHIP**

Persons owning a Unit in CT Condominium or an interest in a Unit, or owning a Unit in any real estate tenancy relationship recognized by the State of Montana, shall be a member of the Association of Unit Owners ("Association"). An owner may not decline membership in the Association. Membership begins concurrently with the acquisition of an ownership interest and terminates at the time such ownership interest is terminated. Such termination shall not relieve any owner of liability for obligations incurred while a member of the Association; further, membership in the Association does not in any way negate or impair any owner's legal remedies, right to bring legal action, or defenses to any and all actions involving the Association, other Unit Owners, or the Management, which may arise from or be incidents of Unit ownership.

**III. OBLIGATIONS**

Each Unit Owner shall be obligated to comply with these Bylaws, the Declaration, Rules and Regulations adopted pursuant to the Bylaws and the laws of the City of Bozeman, the County of Gallatin, and the State of Montana. Such obligations shall include, but not be limited to, the paying of assessments levied by the Association, and the adherence to the protective covenants which are a part of the Declaration. Failure of any owner to abide by these Bylaws, and all rules made pursuant thereto, the declaration, and the laws of the City of Bozeman, the County of Gallatin, and the State of Montana, shall be grounds for appropriate legal action by the Association of Unit Owners or by an aggrieved Unit Owner against such noncomplying owner.

**IV. MEETING AND VOTING**

A. There shall be a regular meeting of the Association annually on the second Monday in September of each year, commencing in the year CT Condominium regime is established, or on such other date properly announced by the Association.

B. Pursuant to these Bylaws, the Association may at any time hold special meetings. Such special meetings may be called on the initiative of the President of the Board, by the Board of Directors, a signed request of the Manager, or a petition signed by a majority of the Unit Owners. Notice of any special meeting must specify the reason for such meeting and the matters to be raised. Only

matters set forth in the petition or request may be brought before such meeting unless a majority of Unit Owners present agree otherwise.

1. Notice

Notice of all meetings, regular or special, shall be sent by U.S. Mail or email by the Association to every Unit Owner of record at his address of record at least ten (10) business days prior to the time for holding such meeting. Such notice shall specify the date, time and place of the meeting and shall make provisions to allow for the voting of each Unit Owner's interest by proxy at the discretion of the owner. The mailing of a notice in the manner provided in this paragraph or the personal delivery of such notice by the Secretary of the Association shall be considered as notice served.

2. Quorum.

No meeting, regular or special, shall be convened to conduct business unless a quorum is present in person or by proxy. A quorum shall consist of a majority of the Units of CT Condominium. At any time, during any meeting, that quorum is not present, such meeting shall be adjourned forthwith.

**V. VOTING INTEREST**

A. Each Unit at Association meetings shall have an equal voting interest as set forth in the Declaration, a copy of which is being filed concurrently with the filing of these Bylaws with the Clerk and Recorder of Gallatin County, State of Montana.

B. Each Unit shall thus have an equal voting interest on all matters affecting the general business of CT Condominium, on all matters affecting the common elements, assessments for the common element, and on all matters upon which the Association has agreed to have voting on the general common elements' interests. Voting upon matters affecting limited common elements and assessments for limited expenses shall be only by owners having a Unit or interest in Units located in the building affected.

C. Whenever a quorum is present at a meeting of the Association those present may do any and all acts they are empowered to do unless specific provisions of these Bylaws, the Declaration, or the laws of the State of Montana direct otherwise.

**VI. BOARD OF DIRECTORS**

The governance of the Association shall be by a Board of *five* (5) Directors, elected from among the Unit Owners. The manner of election of the Board of Directors shall be as follows:

A. The election of the Board shall be conducted at the first meeting of the Association after this amendment is adopted, and at all annual meetings thereafter, pursuant to the terms set forth below. Voting shall be noncumulative for as many persons as there are Directors to be elected. Directors shall be elected by majority vote of the Unit members present or voting by proxy at any annual or special meeting. Directors shall serve staggered terms of two (2) years. To achieve staggered terms, upon approval of these Bylaws,

the term of three (3) Directors shall be for two (2) years, and the term of two (2) Directors shall be for one (1) year. All subsequently elected Directors shall serve terms of two (2) years. Unless the office is vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected. Within 30 days after the annual meeting, or any meeting after a Board officer position becomes vacant, the Board will select the following Officers: President, Vice President, Secretary, Treasurer.

B. Such Board shall have all powers and responsibilities attendant to the general administration and control of the CT Condominium. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified by these Bylaws.

C. Whenever a quorum is present at a meeting of the Board of Directors, those present may do any and all acts they are empowered to do unless specific provisions of these Bylaws, the Declaration, or the laws of the State of Montana direct otherwise. A majority of the Directors shall constitute a quorum. At any time, during any meeting, that quorum is not present, such meeting shall be adjourned forthwith.

## **VII. OFFICERS OF THE BOARD OF DIRECTORS**

The officers of the Board of Directors shall be:

A. The President shall be the principal executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all the business and affairs of the Association, including the filing of liens for unpaid Assessments in accordance with the Declaration and the enforcement activities of the Association. He or she shall, when present, preside at all meetings of the Board. He or she may sign, with the Secretary, Treasurer or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by the Declaration to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

B. The Vice President, who shall exercise the powers of the President in the absence of the President;

C. The Secretary shall perform such duties as may be specified and exercise such powers as may be delegated by the Board. The Secretary shall keep the minutes of the Board and Member meetings, see that all notices are duly given in accordance with the provisions of the Declaration and these Bylaws, be custodian of the Association records, regulations, rules and resolutions and of the seal of the Association, if any, and keep a register of the post office address and email address (if any) of each Director which shall be furnished to the Secretary by each Director, and 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 Directors.

D. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, including Assessments, and deposit all such

moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the Declaration. The Treasurer shall be responsible for the collection of periodic assessments. Further, the Treasurer shall record the Assessments due and paid and shall prepare quarterly reports reflecting the Association's assets, including the Assessments due and paid and shall mail or otherwise provide a copy of the quarterly reports to each Director. The Treasurer may, with the consent of the Board, retain an accountant or bookkeeper to assist with or perform such duties. Any or all of the duties and responsibilities of the Treasurer may be delegated to the Manager, in the discretion of the Board, with oversight of the Manager by the Treasurer.

#### **VIII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

The Board of Directors shall have the following powers and duties:

- A. To call annual meetings of the Association and give due notice thereof.
- B. To conduct elections of the Board of Directors.
- C. To promulgate and adopt Rules and Regulations for the use of the common elements and for the occupancy of the Units so as not to interfere with the peace and quiet of all residents. Such Rules and Regulations shall be distributed to the Owners and shall become effective sixty (60) days after distribution unless twenty-five percent (25%) of the Unit owners file an objection. Such Rules and Regulations must then be approved by seventy-five percent (75%) of the Unit owners at any regular or special meeting of the Association.
- D. To enforce the provisions of the Declaration, Bylaws, Rules and Regulations of CT Condominium by appropriate action.
- E. To provide for the management of the Association by hiring or contracting with suitable and capable management and personnel for the day-to-day operation, maintenance, upkeep and repair of the general common elements.
- F. To levy assessments as allowed by the Declaration, these Bylaws and the State of Montana, and to provide for the collection, expenditure and accounting of said assessments.
- G. To pay for the expenses of the maintenance, repair and upkeep of the general common elements and to approve payment vouchers either at regular or special meeting.
- H. To delegate authority to the Manager for the routine conduct of condominium business, however, such authority shall be precisely defined, with ultimate authority at all time residing in the Board of Directors.
- I. To provide a means of hearing grievances of Unit Owners and to respond appropriately thereto.
- J. To meet at regularly scheduled times and to hold such meetings open to all Unit Owners or their agents.

K. To prepare (with assistance and input from the Manager, if any) and adopt an annual budget for the Association, in order to determine the amount of the assessments payable by the Unit Owners to meet the general common expenses and allocate and assess such charges among the Unit Owners according to their respective interests in the general common elements. The budget shall include the estimated funds required to defray the general common expenses, as well as accrual of reserves, and to provide and maintain funds for the foregoing accounts according to good accounting practices. Copies of the proposed budget and proposed assessments as well as an explanation of the estimated expenses, and the calculation of the capital reserve amounts included in the budget, shall be transmitted to each Unit Owner at least 30 days prior to the Annual Meeting of the Association. When the budget is adopted by the Board, but no later than December 15 of the year prior to the calendar year to which the budget applies, a copy of the budget and monthly assessment shall be furnished to each Unit Owner.

L. 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, costs, or additional capital expenses, or because of emergencies.

M. To impose fines for violation of the Declaration, Bylaws, or any policy, rule, or regulation adopted by the Board pursuant to this Article VIII, as set forth in the Violation Policy adopted July 26, 2016, and any amendments thereto.

N. To take appropriate legal action to collect any delinquent assessments, payments or amounts due from Unit Owners, or from any person or persons owing money to the Association, and to levy late charges as set by the Rules and Regulations and to charge interest on unpaid amounts due and owing. However, other than for the collection of delinquent assessments or accounts or to pursue breach of contract matters with vendors and/or contractors (this is not a limitation on what may be pled in the Complaint as alternative claims), the Board shall not initiate any litigation or lawsuit without prior approval of at least seventy five percent (75%) of the Unit Owners in the association.

O. To defend in the name of the Association any and all lawsuits wherein the Association or CT Condominium is a party defendant. All Unit Owners shall be promptly notified of the existence of any lawsuit against the Association or CT Condominium, and upon request furnished with copies of the lawsuit and the Association's response(s).

P. To enter into contracts necessary to carry out the duties herein set forth

Q. To establish a bank and investment accounts as needed for the Association and to keep therein all funds of the Association. Withdrawal of monies from such accounts shall only be by such persons as are authorized by the Board of Directors.

R. In general, to act for and carry on the administration and affairs of the Association as authorized and prescribed by the Declaration, and to do all those things which are necessary and reasonable in order to carry out the governance and operation of CT Condominium.

S. To make repairs, alterations, additions and improvements to the general common elements consistent with managing the condominium in a professional manner and in the best interest of the Unit Owners.

T. To provide for the perpetual maintenance of the general common open area and landscaping, the parking areas and driving lanes, and any stream/ditch or canal grates pursuant to separate agreements, and to make any assessments necessary for such maintenance as provided herein. Such maintenance shall specifically include the control of Galatin County declared noxious weeds.

U. To arrange, keep, maintain and renew the insurance for the Association as set forth in the Declaration.

V. To receive and make payment for common utility expenses for all of the condominium Units. The pro rata portion of the utility expenses shall be paid by the Unit owners as part of, or in addition to, their condominium assessment, with the method of payment to be determined by the Board.

W. To carry out the duties and responsibilities of the Board in all other matters as may be authorized, needed or required by the Declaration.

#### **IX. VACANCIES AND REMOVAL**

A. Should a vacancy occur on the Board of Directors, the Board, subject to the exception described below, shall appoint a member of the Association to serve for the unexpired term. Such vacancy shall be filled no later than the next regular Board meeting after which it occurs. Should such vacancy not be filled by the Board, at the next regular meeting of the Association, the Association may fill such vacancy.

B. At any regular or special meeting of the Association, any member of the Board may be removed by a majority of the CT Condominium Unit Owners Association. Such removal matter must be announced in the notice of such regular or special meeting. The personal delivery of such notice by the Secretary of the Association shall be considered notice served.

#### **X. COMPENSATION**

No member of the Board of Directors shall receive any compensation for acting as such. Nothing herein, however, shall be construed to preclude compensation being paid to Managers who are hired by the Board of Directors.

#### **XI. MANAGERS**

A. The Manager shall be retained and/or removed by the Board of Directors. The Manager (or any member of the Board or Association handling Association funds or having power to withdraw or spend such funds) shall be bonded if required by the Board of Directors, and shall maintain the records of the financial affairs of the condominium. Such records shall detail all assessments made by the Association and the status of payments of said assessments by all Unit Owners. All records shall be available for examination during normal business hours to any Unit Owner or his assigned representative. All functions and duties herein provided for the Manager may be performed by the Board or the President, if the Board should decide not to have a Manager.

B. Accounts: The receipts and expenditures of the Association shall be under the direction of the Manager and be classified as appropriate into general common. expenses and limited common



expenses, and shall include a provision for current expenses which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or betterments. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

C. Financial Report: An audit and financial report of the accounts of the Association may be made annually by a Certified Public Accountant, if required by the Board of Directors, and a copy of the report shall be furnished to members upon request.

D. The Manager shall generally operate and manage the condominium for and on behalf of the Unit Owners and shall have such other powers and authority as the Board may designate. If there is no Manager or the Manager resigns, is terminated or his contract expires, the Board shall perform all the duties of the Manager.

## **XII. AMENDMENT OF BYLAWS**

These Bylaws may be amended at any regular or special meeting of the Association providing that a copy of the proposed revision is included in the notice of such meeting. Upon a vote of over seventy-five percent (75%) of the Unit Owners, the amendment shall be declared adopted. The Secretary shall as soon as practicable after adoption, prepare a copy of these Bylaws as amended for certification by the President and Secretary of the Association. Such amended and certified Bylaws shall then be filed and recorded in the office of the Clerk and Recorder of Gallatin County, State of Montana. Bylaws as amended shall become effective at the time of such recording. The amended Bylaws shall also be sent (via email or US first class mail) to all Unit Owners.

## **XIII. ASSESSMENTS**

A. The general common expenses shall be divided equally among all Unit owners with each Unit owner paying one share of such general common expenses. The premium costs for insuring the residential condominium structures shall be a separate assessment and shall be assessed based upon the percentage of interest in the general common elements. Such assessments, shall be collected and paid according to the terms and under the procedures more particularly set forth in the Declaration.

B. The amount of assessments described above and any other assessments allowed by these Bylaws, the Declaration, and by the State of Montana, shall be fixed by the Board of Directors. Notice of each owner's assessments shall be mailed to said owner at his address of record or hand delivered personally to the owner. Delivery may be by email only if requested by the owner in writing.

## **XIV. THE DECLARATION**

A. A Declaration for the properties known as CT Condominium has been submitted and filed 11/15/2005. subject to Title 70, Chapter 23, M.C.A., and amended by amendments filed on 4/10/2006, 4/17/2006, and 11/25/2014. The Declaration (as amended) shall govern the acts, powers, duties and responsibilities of the Association of Unit Owners, and in the event these Bylaws and the Declaration are in conflict, the Declaration shall prevail.

B. The definition of terms set forth in the Declaration shall be applicable throughout these Bylaws and the interpretation thereof.

C. By virtue of these Bylaws and the Declaration, each Unit Owner has the right to membership in the Association of Unit Owners and any Unit Owner may serve on the Board of Directors of CT Condominium.

**IN WITNESS WHEREOF**, we certify that these Amended Bylaws for the CT Condominium were adopted upon a vote of 75% or more of the aggregate interest in the condominium.

**ATTEST:**

Ira Smotherman  
Ira (Mickey) Smotherman, President

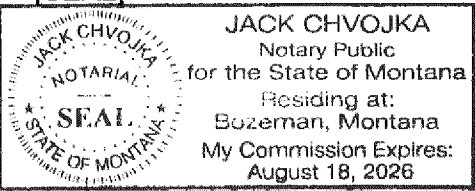
Laura Nichols  
Laura Nichols, Secretary

STATE of MONTANA )  
County of Gallatin ) : ss.

On this 15<sup>th</sup> day of July, 2023, before me, a Notary Public in and for said State, personally appeared IRA SMOTHERMAN as the **President of the CT Condominium** and acknowledged to me that he executed the same on behalf of the corporation pursuant to the power and authority vested in him.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year written above.

[SEAL]



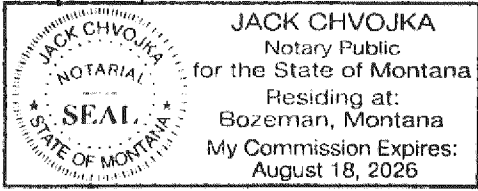
Jack Chvojka  
Jack Chvojka [print name]  
Notary Public for the State of Montana  
Residing at: Bozeman, MT.  
My commission expires: August 18, 2026

STATE of MONTANA )  
 )  
County of Gallatin ) : ss.

On this 15<sup>th</sup> day of July, 2023, before me, a Notary Public in and for said State, personally appeared **Laura Nichols as the Secretary of the CT Condominium** and acknowledged to me that she executed the same on behalf of the corporation pursuant to the power and authority vested in her.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year written above.

[SEAL]



Jack Chvojka [print name]  
Notary Public for the State of Montana  
Residing at: Bozeman, MT  
My commission expires: August 18, 2026