

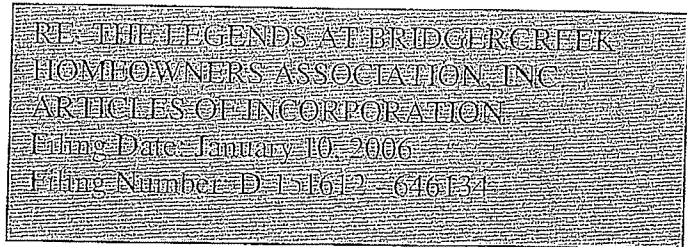
SECRETARY OF STATE  
STATE OF MONTANA  
BRAD JOHNSON



Montana State Capitol  
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Helena, MT 59620-2801  
(406)444-3665  
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PRIORITY

DATSOPOULOS MACDONALD & LIND PC  
ATTN THAD A HUSE  
201 W MAIN ST STE 201  
MISSOULA MT 59802



January 11, 2006

Dear Mr. Huse:

I've approved the filing of the documents for the above named entity. The document number and filing date have been recorded on the original document. This letter serves as your certificate of filing and should be maintained in your files for future reference.

Pursuant to your request, I have deducted \$43.00 from your prepaid account to cover the costs of this transaction.

Thank you for giving this office the opportunity to serve you. If you have any questions in this regard, or need additional assistance, please do not hesitate to contact the Business Services Bureau professionals at (406) 444-3665.

Sincerely,

A handwritten signature in cursive script that reads "Brad Johnson".

BRAD JOHNSON  
Secretary of State



**Article V.**  
*Purpose and Powers of the Association*

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and management of the property located in Gallatin County, Montana, known as the "Legends at Bridgercreek" property, and to promote the health, safety and welfare of the residents within the above-described property and for this purpose to:

- a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions for the Legends at Bridgercreek Homeowners Association, (hereinafter called the "Declaration"), applicable to the property and to be recorded in the Office of the Clerk and Recorder of Gallatin County, Montana, and as the same may be amended from time to time as therein provided, the Declaration and amendments being incorporated herein as if set forth at length.
- b. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses therewith and all other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
- c. Acquire, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association in accordance with the Declaration.

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- d. Exercise all rights and privileges set forth in and provided by the Declaration of Covenants.
- e. Have and exercise any and all powers, rights and privileges which a corporation organized under the laws of the state of Montana by law may now or hereafter have or exercise.

**Article VI.**  
*Membership*

The Association will have members. Every person or entity who is a record owner of any lot within the property shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of a lot shall be the sole qualification for membership. Membership voting shall be limited to one (1) vote per lot.

**Article VII.**  
*Dissolution*

The Corporation may be dissolved with the assent given in writing and signed by not less than ninety percent (90%) of the voting lot owners. Upon the dissolution of the organization, other than incident to merger or consolidation, the assets of the Corporation shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes, or shall be distributed to the federal government, or to a state or local government, for the public purpose. Any such assets not disposed of shall be disposed of by the District Court of the county in which the principle office of the organization is then located, exclusively for the purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

**Article VIII.***Duration*

The period of existence of this Corporation is in perpetuity from, and after, the date of filing of these Articles of Incorporation with the Secretary of State of Montana unless dissolved in accordance with law.

**Article IX.***Amendments*

Amendment to these Articles shall require the assent of at least seventy-five percent (75%) of the voting lot owners.

**Article X.***Incorporator*

The name and address of the incorporator is James P. Corrick, whose address is 430 N. Ryman, 2nd Flr, Missoula, Montana 59802.

**Article XI.***Earnings of the Organization*

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.



# LEGENDS

at BRIDGER CREEK 

## THE LEGENDS AT BRIDGER CREEK HOMEOWNERS ASSOCIATION, INC. BYLAWS

### ARTICLE I.

#### Purpose

The purposes of this Homeowners Association as set forth in the Articles of Incorporation and these Bylaws.

### ARTICLE II.

#### Definitions

- 1) **Subdivision:** The Legends at Bridger Creek Subdivision is referred to as the "Subdivision", "Legends", "Legends Subdivision" or "Legends at Bridger Creek".
- 2) **Homeowners Association:** The Legends at Bridger Creek Homeowners Association, Inc.
- 3) **Bylaws:** This document and amendments thereto from time to time.
- 4) **Declaration:** The Declaration of Protective Covenants and Restrictions of The Legends at Bridger Creek Subdivision, as amended from time to time.
- 5) **Guidelines:** The Design Guidelines of The Legends at Bridger Creek Subdivision, as amended from time to time.
- 6) **Property Disclosure:** The Property Disclosure for the Legends at Bridger Creek Subdivision, as amended from time to time.
- 7) **Board of Directors:** The managing entity over the affairs of the Homeowners Association established and constituted pursuant to Article VI of the Bylaws.
- 8) **Lot:** Any separate, designated parcel within the Legends designated and set apart for the purpose of ownership.
- 9) **Residence:** An Owner's place of habitation or dwelling which is a structure constructed upon a Lot within the Subdivision, which structure shall meet the requirements set forth in the Guidelines, Declaration, Bylaws, and Property Disclosure.
- 10) **Owner:** Persons owning a Lot or Residence in fee simple absolute, individually or as co-owner in any real estate tenancy relationship recognized under the laws of the State of Montana.

11) **Common Area:** The portion of the Subdivision over which the Homeowner's Association and Declarant retain control, and the portion of the Subdivision in common ownership among the members of the Homeowner's Association.

12) **Declarant:** Initially means Aspen Partners I, LLC.

13) **Contractor:** Any person, general contractor, subcontractor, firm, association, partnership, corporation, limited liability partnership, or limited liability company engaged in construction services or performing any type of labor in or around a Residence or Lot.

### ARTICLE III.

#### Meeting of Members

1) **Annual Meetings.** The first annual meeting of the members shall be held within one (1) year from the date of formation of the Homeowners Association, and each subsequent regular annual meeting of the members shall be held on or before the 31st day of December in each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

2) **Special Meetings.** Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of a majority of the members.

3) **Notice of Meetings.** Written notice of the first meeting of the members shall be given by the Declarant in writing at least fifteen (15) days before such meeting to each member known to Declarant. Thereafter, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Homeowners Association, or supplied by such member to the Homeowners Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

4) **Quorum.** The presence at the meeting of three (3) of the members represented in person or by proxy shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

5) **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member.



## ARTICLE IV.

### Membership

- 1) **Voting.** Each member of the Homeowners Association shall be entitled to one (1) vote for each Lot in which they hold the interest, which qualifies for membership. If one or more Lots has been combined, the Owner thereof shall be entitled to one vote and/or one signature for each original Lot which created the combined Lot. If there is more than one Owner for an individual Lot, each Owner must vote on the issue for the vote to be considered cast on the issue.
- 2) **Consent to Membership.** Acceptance of a Deed, Notice of Purchaser's Interest, or other documentation evidencing ownership shall be deemed to be consent of an Owner to membership in the Homeowners Association and to the provisions and restrictions contained herein.
- 3) **Consent to Assessments.** The Owner by virtue of membership in the Homeowners Association is deemed to covenant and agree to pay all assessments established hereunder and is deemed to have consented to the enforcement of a lien for such assessments.

## ARTICLE V.

### Board of Directors, Selection, and Term of Office

- 1) **Number.** The affairs of the Homeowners Association shall be managed by a board of three (3) directors. A representative of the Declarant shall be one of the initial directors.
- 2) **Term of Office.** At the first annual meeting the members shall elect one (1) director for a term of one (1) year, and one (1) director for a term of two (2) years. The third director shall be a representative of the Declarant, who shall be chosen by the Declarant and shall serve for a term of three (3) years; At each annual meeting thereafter the members shall elect the appropriate number of retiring directors for a term of three (3) years.
- 3) **Removal.** Any director, except Declarant (or his representative), may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Homeowners Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.
- 4) **Compensation.** No director shall receive compensation for any service he may render to the Homeowners Association. However, any director may be reimbursed for his actual expense incurred in the performance of his duties.
- 5) **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI.

### Nomination and Election of Directors

- 1) **Nomination.** Nomination for election to the Board of Directors shall be made by a nominating committee. Nomination may also be made from the floor by any member at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Homeowners Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.
- 2) **Election.** Election to the Board of Directors shall be by secret ballot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
- 3) **Declarant as Director.** Declarant, or its designated representative, shall be entitled to remain an "Ex Officio" Member of the Board of Directors regardless of voting results so long as Declarant owns one or more Lots in the Subdivision, and Declarant shall be entitled to vote on all issues before the Board of Directors.

## ARTICLE VII.

### Meeting of Directors

- 1) **Regular Meetings.** A regular meeting of the Board of Directors shall be held without other notice than the Bylaws immediately after, and at the same place as, the annual meeting of the members. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Montana, for the holding of additional regular meetings without other notice than such resolution.
- 2) **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Homeowners Association or by any two (2) directors after not less than three (3) days notice to each director.
- 3) **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

## ARTICLE VIII.

### Powers and Duties of the Board of Directors

- 1) **Powers.** The Board of Directors shall have the power to:
  - a. Exercise for the Homeowners Association all powers, duties and authority vested in or delegated to the Homeowners Association and not reserved to the membership by other provisions of these bylaws or Articles of Incorporation;

- b. Declare the position of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- c. Employ an independent contractor, or such other employees as it deems necessary, to prescribe their duties.

2) **Duties.** It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by a majority of the members;
- b. Supervise all officers, agents and employees of the Homeowners Association, and to see that their duties are properly performed;
- c. Fix the amount of the annual assessment in accordance with the Declaration against each Lot at least thirty (30) days in advance of each annual assessment period;
- d. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- e. Foreclose the lien against any property for which assessments are not paid after due date or to bring an action at law against the owner personally obligated to pay the same all in accordance with any procedures and/or provisions of the Declaration;
- f. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- g. Procure and maintain adequate liability and hazard insurance on property owned, operated, or maintained by the Homeowners Association; pay all federal, state and local income or property taxes in any way related to the business of the Homeowners Association and the ownership of its property;
- h. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

## ARTICLE IX.

### Officers, Reviewer, Design Review Board, and Associated Duties

1) Enumeration of Officers. The officers of this Homeowners Association shall be a president, who shall at all times be a member of the Board of Directors, and such other officers as the Board of Directors may from time to time by resolution create.

2) **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

3) **Term.** The officers of this Homeowners Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4) **Reviewer/Design Review Board.** The initial Reviewer shall be a professional chosen by Declarant, and named in the Guidelines. Declarant shall have sole responsibility for the appointment of any subsequent Reviewer, and for creation and operating guidelines of any Design Review Board formed by the Declarant. Until a Design Review Board is created, the Reviewer shall have the sole responsibility for the review requirements of construction and improvements on the Lots, as such is set forth in the Declaration, Property Disclosure and Guidelines. When/If the the Declarant elects to create a Design Review Board, it shall replace the Reviewer and take over the Reviewer's review responsibilities. The Declarant shall have sole discretion in determining the number of members on the Design Review Board, the appointing those members, the length of the terms of those members, and all other matters concerning the operations of the Design Review Board, including but not limited to, the election and reelection of said members, the governing body over the Design Review Board (whether the Declarant or some other entity or individual).

5) **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors. Such resignation shall take effect on the date of receipt of such notice.

6) **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7) **Duties.** The duties of the officers are as follows:

- **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds, and other instruments and shall co-sign all checks and promissory notes;

a. **Secretary.** The secretary shall:

- record the votes and keep the minutes of all meetings and proceeds of the Homeowners Association
- keep the corporate seal of the Homeowners Association and affix it on all papers requiring said seal
- serve appropriate current records showing the members of the Homeowners Association, together with their addresses, and shall perform such other duties as required by the Board of Directors

b. **Treasurer.** The treasure shall:

- receive and deposit in appropriate bank accounts all monies of the Homeowners Association and shall disburse such funds as directed by resolution of the Board of Directors shall sign all checks and promissory notes of the Homeowners Association
- keep proper books of account
- cause an annual audit of the Homeowners Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE X.

### Committees

The Board of Directors shall appoint such committees as the Board of Directors deems appropriate to carrying out the purposes of the Declaration. However, the B.O.D. shall form any committee that will conflict in its duties and responsibilities, with the Reviewer and/or Design Review Board.

## ARTICLE XI.

### Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Homeowners Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent.

## ARTICLE XII.

### Amendments

1) **Amendment by Members.** These Bylaws may be amended, at a regular or special meeting of the members, by a vote of Seventy-Five percent (75%) of the total members, except where a contrary intent appears in the Declaration or Articles of Incorporation.

2) **Conflict.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHERE OF, the undersigned, being the Declarant of the Declaration of Covenants and Restrictions of The Legends at Bridger Creek Homeowners Association, Inc., has here unto set his hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DECLARANT:**

Aspen Partners I, LLC

By: \_\_\_\_\_  
James P. McLeod, Manager

STATE OF MONTANA )  
 : ss.  
County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James P. McLeod, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

WITNESS my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Public for the State of Montana  
Print Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

