

**BYLAWS
OF
THE WESTSIDE TRAILS HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE 1.
Introduction**

1.1 Applicability. These Bylaws ("**Bylaws**") apply to the Westside Trails Homeowner's Association, a Montana non-profit corporation (the "**Association**"), which governs the property more particularly described in the Community Declaration (as defined in Section 1.3 below) and as subsequently supplemented (the "**Property**").

1.2 Adoption. These Bylaws are adopted by the Board of Directors of the Association (the "**Board**") and by the Declarant as the owner of the Property.

1.3 Definitions. Unless otherwise defined herein, all terms used in these Bylaws shall have the meaning set forth in the Original Covenants of Protective Covenants, Conditions and Restrictions for Westside Trails Subdivision, Broadwater County Clerk and Recorder's office on November 10, 2008, Book 118, Page 287, Doc No. 159840 and the First Amendment to the Original Covenants, June 22, 2016, Doc No. 175268 as such may be amended from time to time (the "**Declaration**").

1.4 Principal Office and Mailing Address. The address of the principal office of the Association shall be the address of the Registered Agent, or as thereafter designated with the Montana Secretary of State.

**ARTICLE 2.
Membership and Voting Rights**

2.1 Membership. Persons owning a Lot in the Westside Trails Subdivision shall be a member of the Association ("**Members**"). 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.

2.2 Evidence of Membership and Registration of Mailing Address. Any Person, upon becoming a Member, shall furnish to the Association their mailing address and contact information in accordance with the Declaration.

2.3 Association Determination as to Membership. The Association, based upon written notices required to be furnished by the Members to the Association under the Declaration and upon its own investigation, shall have the right, authority, and obligation to fix and determine the number of votes existing with respect to each Member. The Association shall make such determination as of any Record Date and shall make supplemental determinations from time to time as may be necessary after any Record Date and in light of changes which may come to its attention. No Person shall be entitled to any notice or the right to vote until it has been determined by the Association that such Person is a Member.

2.4 Voting Rights of the Membership. Members in Good Standing within the Association shall have one vote per Lot for all voting issues of the Association. Declarant shall have one vote per each Lot, whether platted or not, that is identified on the Phase One Plat filed with the Broadwater County Clerk and Recorder's office (Phase 1 Plat shows all currently platted and future lots, totaling 242 Lots.) When there is joint ownership, as recorded on the Warranty Deed for an individual Lot of the Association, all of the persons listed as owners and collectively named on the Warranty Deed shall designate in writing to the Secretary/Treasurer of the Association the individual authorized to exercise voting rights for the Lot in any voting matter. The Association shall not have any obligation to confirm, as among such multiple interest Owners, which of the persons has the right to exercise a vote.

2.5 Special Circumstances. If ownership of any Lot is vested in more than one Person, the vote for such Lot shall be exercised as the co-owners decide among themselves. The voting rights of any Owner that is not a natural person may be exercised by any officer, director, partner, trustee, member, manager, or other individual.

2.5.1 Written advice. Co-owners or Owners that are not natural persons shall advise the Secretary and/or Treasurer of the Association in writing prior to any meeting or vote who among them shall have the authority to vote on behalf of the Lot. Such written advice shall include the designated Person's name, mailing and physical address, telephone number, and email address.

2.5.2 No Duty to Investigate. Neither the Association nor Declarant shall have any obligation to confirm, as among such multiple interest Owners or with respect to an Owner which is not a natural person, which of the Persons associated with the Lot has the right to vote. The Association may rely on the written advice provided under Section 2.5.1 until such notice is updated by a Unit Owner.

2.5.3 Suspension of Voting Right. In a multiple-interest Owner situation or in the situation of an Owner that is not a natural person, absent written advice to the Secretary and/or Treasurer of the Association, if more than one person seeks to exercise the vote, the voting privilege with respect to the relevant Lot shall be suspended.

2.6 Good Standing. Except as otherwise expressly required by law, only Members in good standing (not delinquent in the payment of dues or other fees owed to the Association and not in violation of any provision of these Bylaws, the Declaration, or any other Governing Documents) are entitled to vote (“Good Standing.”)

2.7 Proxy Voting. 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 of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon (i) conveyance by the Member of his or her Lot or Unit, (ii) receipt of written notice by the Secretary of the Association of the death or judicially declared incompetence of a Member, (iii) the expiration of eleven (11) months from the date of the proxy, or (iv) the Member appointing the proxy being present at any meeting and voting. The Member shall identify the person or persons authorized to exercise the proxy and the length of time it will be valid. If the Member specifies a choice in his or her proxy, the vote shall be cast in accordance with that choice. In addition, voting by proxy shall comply with any other applicable requirements of § 35-2-539, MCA.

2.8 Record Date. The Board shall have the power to fix in advance a date as a “**Record Date**” for the purpose of determining which Members are entitled to notice of meetings and votes or other information or material, against whom Assessments should be levied, or in order to make a determination of Membership. The Members existing on any such Record Date shall be deemed Members for such notice, vote, meeting, furnishing of information or material, Assessment, or other purpose, any supplementary notice, information, or material with respect to the same matter, and for any adjournment of the same meeting. A Record Date shall not be more than seventy (70) days prior to the date on which the particular action requiring determination of Membership is proposed or expected to be taken or to occur. If no date is set by the Board, then such date will be determined by statute under § 35-2-532, MCA.

2.9 Quorum. A quorum of Members for any Association meeting shall be at least 51% of the Members in Good Standing, including proxies submitted by absentee Members who are entitled to vote. If less than a quorum is present at a meeting, another meeting shall be called subject to the same notice requirement as set forth herein. When a quorum is present or represented at any meeting, the vote of Members holding the Affirmative Vote of a Majority of a Quorum, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Governing Documents, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Exception for Annual Meeting. The quorum for the Annual Meeting of the Association shall be 51% of the Members in Good Standing, including proxies submitted by absentee Members who are entitled to vote. If less than a quorum is present at a meeting, another meeting shall be called submit to the same notice requirement as set forth herein. However, the quorum for the second meeting shall be 25% of the Members. This process shall continue, with the quorum requirement being half of the prior meeting’s quorum requirement, until quorum is met and the Annual Meeting is held.

2.10 Action Without Meeting By Written Ballot. Any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. Written

ballots may be delivered by electronic communication, as long as the Member consents to receive written ballots by electronic communication. Approval by written ballot shall be valid only when the number of votes cast by written ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting. Written ballots must:

2.10.1 set forth each proposed action;

2.10.2 provide an opportunity to vote for or against each proposed action;

2.10.3 indicate the number of responses needed to meet the quorum requirements;

2.10.4 state the percentage of approvals necessary to approve each matter other than election of directors; and

2.10.5 specify the time by which a ballot must be received in order to be counted.

A timely written ballot received by the Association may be revoked by a Member by delivering written notice to the Secretary of the Association before the response deadline. A Member that revokes his written ballot may request from the Association another written ballot and may recast his vote, so long as the recast written ballot is received before the response deadline. Such revoked written ballot shall be superseded by the recast written ballot. The results of each action by written ballot shall be certified by the Secretary of the Association and shall be included in the minutes of meetings of Members filed in the permanent records of the Association.

2.11 Action by Written Consent. Any action that may be approved by the Members may be approved without a meeting of Members if the action is approved by Members holding at least sixty percent (60%) of the voting power. The action must be evidenced by one or more written consents that describe the action taken, be signed by those Members representing at least sixty percent (60%) of the voting power, and be delivered to the Association for inclusion in the minutes or filing with the Association's records. A consent signed under this Section 2.11 has the effect of a meeting vote and may be described as a vote in any document filed with the Secretary of State. Written notice of Member approval pursuant to this Section 2.11 must be given to all Members who have not signed the written consent. If written notice is required, Member approval pursuant to this Section 2.11 is effective ten (10) days after written notice is given.

2.12 Cumulative Voting. Cumulative voting shall not be allowed for any matter to come before the Board or Members, including but not limited to the election or removal of the directors.

2.13 Majority Vote. At any meeting of the Members at which a Quorum is present as determined in Section 2.9 above, the affirmative vote of a majority of the votes represented at the meeting, in person, or by proxy shall be the act of the Members, unless the vote of a greater number is required by law, the Articles, the Master Declaration or these Bylaws. At each election of directors, the number of candidates equaling the number of such directors to be

elected, having the highest number of votes cast in favor of their election, shall be elected as the directors.

ARTICLE 3. Meetings

3.1 Annual Meeting. There shall be an annual meeting of Members held on a day determined pursuant to Board resolution. The date, hour, and place of such meeting shall be contained in the notice of meetings as hereinafter described. At each annual meeting, Members shall transact any business that may legally come before the meeting, and after the expiration of the terms of the initial directors, the Members shall elect directors to fill vacancies on the Board of Directors at the annual meeting.

3.2 Special Meetings. Special meetings of the Members may be called at any time upon the initiative of the Board. A special meeting of the Members must be called when a petition is presented to any director in accordance with § 35-2-527, MCA and signed by five percent (5%) of the voting power that is eligible to vote. Notice of a special meeting shall be given as soon as practicable, but not more than thirty (30) days after such demand is presented, in accordance with § 35-2-527, MCA. Notice of any such special meeting shall state the hour, date, and place of the meeting and shall further precisely state the reason of such meeting. Said special meeting held shall be strictly confined to the matters set forth in the notice.

3.3 Notice of Meetings. Written notice of all meetings, annual and special, shall be delivered to every Member of record. Notice must be given no less than ten (10) days before the meeting date, if delivered by electronic transmission to an authenticated electronic identification, or, if notice is mailed by certified mail, not less than thirty (30) days and not more than sixty (60) days before the date of the meeting.

3.4 Conduct of Meetings. All meetings, whether annual, regular, or special, shall be presided over by the Chairman of the Board or his appointed representative. Meetings of the Members shall be conducted in accordance with this Section 3.4. No meeting, whether annual, regular, or special may be audio taped, video recorded, streamed over the Internet, or broadcast live. Meetings are not open to the general public, which includes the media; however, the Board may adopt a policy to regulate the attendance of the general public and the media and coverage of the media of such meetings. Participation of Members in the annual, regular or special meetings shall either be in person or by proxy and not by conference telephone or remote communication.

3.5 Adjournment of Meetings. If at any meeting of Members where a required quorum is not present, a majority of the Members present at such meeting in person may adjourn the meeting to a time not less than thirty (30) days after such adjournment and in compliance with the notice provisions of § 35-2-530(4), MCA.

ARTICLE 4.

Board of Directors

4.1 Number and Qualifications. The business and affairs of the Association shall be managed by a Board of Directors consisting of three to five (3-5) directors who need not be Members of the Association. The Board shall set the number of Directors each year at a director's meeting prior to the Annual Meeting.

4.2 Initial Directors. Until the expiration of the Declarant Control Period, the Declarant shall appoint the directors. Appointed directors shall serve for a three-year term that continues until such appointed director is replaced by the Declarant.

4.3 Election of Directors. Directors of the Board shall be elected or appointed for terms as set forth below. Each Director shall serve until their resignation, removal, death, disability, or appointment of a successor. There is no limit as to the number of consecutive terms to which a director may be elected.

4.3.1 Initial Election of Directors. During the Declarant Control Period, the Declarant shall appoint the Directors. Each Director shall hold office for a term of three (3) years or until the appointment and qualification of his or her successor.

4.3.1.1 Relinquishment of Right. The Declarant may at any time give the Association written notice that it wishes to relinquish its right to appoint all or some of the directors, which notice shall be accompanied by the written resignations of the Declarant-appointed directors, in which case the Board shall be reduced by the number of Declarant-appointed directors which resigned and the Declarant shall continue to have all other rights or obligations hereunder.

4.3.2 Regular Election of Directors. After expiration of the Declarant Control Period, or after Declarant relinquishes its right pursuant to Section 4.3.1.1 above, the Members shall elect directors as follows:

At a Meeting, duly noticed (called by a Member or Declarant) at which quorum is present, nominations for the Board of Directors shall be taken from the floor. A vote will be held, which each Owner shall have as many votes as the number of Board seats being filled (for example, if there are six candidates for five seats, each owner can vote for up to five people.) The two candidates receiving the most votes will have three-year terms. The second two candidates received the next most votes will have two-year terms. The candidate receiving the least amount of votes will receive a one year term.

4.4 Resignation and Vacancies. Any director may resign at any time by giving written notice to the Secretary of the Association. Such resignation shall take effect at the time specified, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Prior to the expiration of the Declarant Control Period, any vacancy occurring on the Board shall be filled by appointment by Declarant. After the expiration

of the Declarant Control Period, any vacancy occurring on the Board shall be filled by the remaining Board at a duly held meeting. A successor director shall serve for the unexpired term of his or her predecessor.

4.5 Removal. A director elected by the Membership may be removed pursuant to § 35-2-421, MCA. A director appointed by the Declarant may be removed at the discretion of the Person appointing said director with or without cause. The Person removing the director shall do so by giving written notice of the removal to the director, the Secretary of the Association, and the Board. The removal of the appointed director shall take effect at the time specified, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Powers and Duties. The Board manages the affairs of the Association. The Board has all the powers and duties necessary for the administration of the Association and may do all acts and things that are not, by law, the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

4.7 Compensation, Loans to, or Guarantees for Directors. Directors shall not receive compensation for their services, nor shall the Association lend directors money or guarantee directors' personal obligations. However, directors may be reimbursed for Board-approved expenses, including those described in Section 6.2 below.

4.8 Regular Meetings. The Board will meet regularly, but not less than quarterly, at a time and place designated by the Board. The Board may provide, by resolution, the date, time and place (which shall be within the county where the Association's principal office is located) of additional regular meetings. Regular Board meetings may be held by conference telephone or similar remote communication, in accordance with Section 4.10 below.

4.9 Special Meetings. The Chairman or any two (2) directors may call and give notice of special meetings of the Board. Those authorized to call special Board meetings may fix any place within the county where the Association has its principal office as the special meeting place. Special Board meetings may be held by conference telephone or similar remote communication, in accordance with Section 4.10 below.

4.10 Remote Communication. If authorized by the Board, a director may participate in a Board meeting by means of a conference telephone or similar remote communications equipment, provided all persons entitled to participate in the meeting received proper notice of the meeting, and provided all persons participating in the meeting can hear each other at the same time. A director participating in a meeting by conference telephone or by similar remote communications equipment is deemed present in person at the meeting. The Chairman of the meeting may establish reasonable rules as to conducting the meeting by telephone or by similar remote communications equipment.

4.11 Notice and Waiver of Notice of Regular and Special Board Meetings. The Association's Secretary shall give oral, e-mail, fax, or written notice of any Board meeting to each director at least five (5) days before the meeting at the telephone number, e-mail address, fax number, or mailing address provided by the director for such notice. The notice shall include

the meeting place, day, hour, and purpose of the meeting. If the meeting is to be held by conference telephone or similar remote communication, regardless of whether it is regular or special, the Secretary of the Association must provide instructions for participating in the meeting by telephone or remote communication.

4.11.1 Effective Date. If mailed, notice of any Board meeting shall be deemed to be effective at the earlier of: (i) five (5) days after deposited in the United States mail, addressed to the director's business office, with postage prepaid; or (ii) the date shown on the return receipt (if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the director); or (iii) the date when received.

4.11.2 Waiver of Notice. Any director may waive notice of any meeting. The waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records. A director's attendance at a meeting waives the director's right to object to lack of notice or defective notice of the meeting, unless the director, at the beginning of the meeting (or promptly upon arrival), objects to holding the meeting or transacting business at the meeting and does not vote for or assent to action taken at the meeting.

4.12 Quorum of Directors. A majority of the directors present at a meeting will constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the directors are present at any meeting, a majority of the directors present may adjourn the meeting without further notice and will have the authority to set the date for the next meeting. For purposes of this Article, a director cannot utilize a proxy for the purpose of being present or for voting at a meeting.

4.13 Majority Vote. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by the Governing Documents.

4.14 Conduct of Meetings. All meetings shall be presided over by the Chairman or his appointed representative. No meeting of the Board may be audio taped, video recorded, streamed over the Internet, or broadcast live.

4.15 Open Meetings. All meetings of the Board shall be open to all Members, and the Board shall permit any Member to speak at any meeting of the Board, except for meetings of the Board held in executive session. The Board shall establish a reasonable time limit for all Members to speak before a meeting of the Board. Meetings are not open to the general public, which includes the media; however, the Board may adopt a policy to regulate the attendance of the general public and the media and coverage of the media of such meetings.

4.16 Executive Session. The Board may meet and convene in a closed executive session to discuss and vote upon (i) personnel matters, (ii) litigation in which the Association is or may become involved, (iii) matters subject to privileges and confidentiality obligations, and (iv) matters relating to the formation of contracts with third parties. Matters involving Member discipline or delinquent Assessments as to which remedies are to be exerted shall be held in executive session and the Members involved are entitled to attend, subject to such matters involving litigation in which the Association is or may become involved, or matters subject to

privileges and confidentiality obligations. Any matter discussed in executive session shall be generally noted in the minutes of the immediately following open meeting.

4.17 Action by Written Consent. Any action required by law to be taken at a meeting of the Board, or which may be taken at a meeting of the Board, may be taken without a meeting if consent in writing, setting forth the action so taken, is signed (faxed or electronically transmitted signatures are acceptable) by all the directors and is included in the minutes filed with the corporate records.

ARTICLE 5.

Officers

5.1 Officers. The principal officers of the Association shall be the Chairman, Vice Chairman, Secretary, and Treasurer, all of whom shall be elected by the directors from the current Board. One person may hold any two or more offices, except that no person may simultaneously hold the offices of Chairman and Secretary.

5.2 Election and Term of Officers. The officers of the Association shall be elected annually by the directors at the first Board meeting after the annual meeting and shall serve for a term of one (1) year or until his or her removal, resignation, death, or the election and qualification of his or her successor.

5.3 Resignation and Removal of Officers. Any officer may resign at any time by giving dated, written notice of such resignation to the Board. The resignation is effective upon receipt by the Board, unless a later effective time is specified. Any officer may be removed from office by the vote of a majority of the directors for any reason, with or without cause.

5.4 Vacancies. In the event of the death, disability, disqualification, or resignation of an officer, the Board may appoint a successor to fill the vacancy.

5.5 Chairman. The Chairman shall preside over all meetings of the Members and over all meetings of the Board. The Chairman shall be the general administrative and executive officer of the Association, and shall perform such duties as may be specified, and exercise such powers as may be delegated by the Board.

5.6 Secretary. The Secretary shall maintain a record of the Membership. In order to make a determination of Membership for any purpose stated in these Bylaws or the laws of the State of Montana, the Board may order the record closed for a stated period of time.

5.7 Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the Association; (ii) receive and give receipts for moneys due and payable to the Association from any source, and deposit all moneys in the Association's name in banks, trust companies, or other depositories that the Board shall select; (iii) work with the bookkeeper and/or accountant in the preparation and presentation of any financial documents and submit those necessary documents to the Secretary for inclusion in the corporate records; and (iv) in general, perform all of the duties incident to the office of Treasurer and any other duties that the Chairman or Board may assign to the Treasurer. However, nothing

in this provision prohibits the Treasurer from delegating the above duties to the Association's agents (*i.e.*, including, but not limited to, accountants, bookkeepers, and auditors) or employees.

5.8 Compensation, Loans to, or Guarantees for Officers. Officers shall not receive compensation for their services, nor shall the Association lend officers money or guarantee officers' personal obligations. However, officers may be reimbursed for Board-approved expenses, including those described in Sections 6.2 and 6.3 below.

ARTICLE 6.

Indemnification of Directors, Officers, Agents, and Employees

6.1 Indemnification of Directors. An individual made a party to a proceeding because the individual is or was a director of the Association may be indemnified against liability incurred in the proceeding, but only if the indemnification is both: (i) determined permissible; (ii) authorized, as defined in Section 6.1.1 below; and (iii) not prohibited by Section 6.1.3 below.

6.1.1 Determination and Authorization. The Association shall not indemnify a director under this Section 6.1 unless: (i) determination has been made in accordance with procedures set forth in the Act that the director met the standard of conduct set forth in Section 6.1.2 below; and (ii) payment has been authorized in accordance with procedures listed in the Act, based on a conclusion that the expenses are reasonable, the Association has the financial ability to make the payment, and the financial resources of the Association should be devoted to this use rather than some other use by the Association.

6.1.2 Standard of Conduct. The individual shall demonstrate that: (i) he or she acted in good faith; and (ii) if acting in an official capacity for the Association, his or her conduct was in the Association's best interests; if not acting in an official capacity for the Association, his or her conduct was at least not opposed to the Association's best interests. In the case of any criminal proceeding, the individual shall demonstrate that he or she had no reasonable cause to believe that the conduct was unlawful.

6.1.2.1 The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent is not, of itself, a determination that the director did not meet the standard of conduct described in Section 6.1.2 above.

6.1.3 No Indemnification Permitted in Certain Circumstances. The Association shall not indemnify a director under this Section 6.1 if: (i) the director was adjudged liable to the Association in a proceeding by or in the right of the Association; or (ii) the director was adjudged liable in any other proceeding charging that the director improperly received personal benefit, whether or not the individual acted in an official capacity.

6.1.4 Indemnification Limited. Indemnification permitted under this Section 6.1 in connection with a proceeding by or against the Association, or in the right of the Association is limited to the reasonable expenses incurred in connection with the proceeding.

6.2 Advance Expenses for Directors. The Association may reimburse or pay for in advance of final disposition of the proceeding, the reasonable expenses incurred by a director who is a party to a proceeding if, by following the procedures of the Act, the Board determined that the director met requirements of Sections 6.2.1-6.2.4 listed below:

6.2.1 the Board authorized an advance payment to a director;

6.2.2 the director has furnished the Association with a written affirmation of the director's good faith belief that the director has met the standard of conduct described in Section 6.1.2 above;

6.2.3 the director has provided the Association with a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct; the director's undertaking must be an unlimited general obligation and may be secured, but is not required to be secured, and the Association may accept the undertaking without reference to financial ability to make repayment; and

6.2.4 the Board determines that the facts then known to it would not preclude indemnification under Section 6.1.3 above or the Act.

6.3 Indemnification of Officers, Agents and Employees. The Board may choose to indemnify and advance expenses to any officer, employee, or agent of the Association by applying those standards described in Sections 6.1 and 6.2 above.

6.4 Mandatory Indemnification. Notwithstanding any other provisions of these Bylaws, the Association shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director or officer was a party because the individual was a director or officer of the Association. Such indemnification shall cover reasonable expenses actually incurred by the director or officer in connection with the proceeding.

ARTICLE 7. Committees

7.1 Formation and Termination. There shall be a Design Review Board as provided in the Declaration. All other committees may be formed by a majority vote of the directors, and may consist of any combination of directors and Members of the Association. The Board will adopt a charter for each committee and the charter shall state how the committee chair is designated, the makeup of the committee, the powers of the committee, and the specific action items to be carried out by the committee, all as determined by the Board unless specifically stated in these Bylaws or the Declaration. Committees formed by a majority vote of the Board may be dissolved at any time by a majority vote of the Board.

7.2 Authority. Committees will provide recommendations to the Board, but will not have the authority to make decisions on behalf of the Board. All decision-making authority rests with the Board, unless (i) the specific committee has been chartered so that it has authority to act on the Board's behalf, and (ii) the committee has two (2) or more directors who serve at the

pleasure of the Board. However, such authority does not authorize the committee to authorize distributions; elect, appoint, or remove directors or fill vacancies on the Board or any of its committees; adopt, amend, or repeal the Articles or these Bylaws; and any other limitations on authority as imposed by Montana law. In addition, the designation of a committee with authority to act on behalf of the Board does not operate to relieve the Board, or any individual director, of any responsibility placed on the Board the directors by law.

7.3 Meetings. Any such committees will meet as needed to effectively carry out their objectives. No meeting may be audio taped, video recorded, streamed over the Internet, or broadcast live. Meetings are not open to the general public, which includes the media; however, the committee may adopt a policy to regulate the attendance of the general public and the media and coverage of the media of such meetings.

7.4 Remote Communication. If authorized by the respective committee charter, a committee member may participate in a committee meeting by means of a conference telephone or similar communications equipment, provided all persons entitled to participate in the meeting received proper notice of the meeting, and provided all persons participating in the meeting can hear each other at the same time. A committee member participating in a meeting by conference telephone or similar communications equipment is deemed present in person at the meeting. The chairperson of the meeting may establish reasonable rules as to conducting the meeting by telephone or similar communications equipment.

ARTICLE 8.

Obligations of the Members

8.1 Compliance with the Governing Documents. Each Member shall comply with all provisions of the Governing Documents. The Membership rights and privileges, including, but not limited to, the right to vote and the right to use any Special Benefits Amenities, may be suspended by action of the Board. Any suspension of such voting rights and or the right to use the Special Benefits Amenities shall be made by the Board at a meeting upon giving written notice to the Member whose rights the Board seeks to suspend at least fifteen (15) days prior to the holding of such meeting. The meeting shall provide an opportunity for the Member to be heard either in person, via telephone, or in writing prior to the Board making its decision at said meeting. Such written notice from the Association shall state the reasons for the proposed suspension and shall be given either by personal delivery, or deposited in the United States mail, certified or registered, postage and fees prepaid, return receipt requested, and addressed to such Member at the address given to the Association pursuant to Article 2.1 above. Such notice, if mailed, shall be deemed given and received four (4) days after being so deposited in the United States mail in the manner aforesaid.

ARTICLE 9.

Finances and Records

9.1 Fiscal Year. The Association's fiscal year shall commence on January 1 and end on December 31.

9.2 Budget. At the first meeting of the Board following the adoption of the fiscal year, the Board shall adopt an estimated budget for the remainder of that fiscal year. Such budget shall include: (i) the estimated costs and expenses, reserves, and proposed capital expenditures which will be required of the Association to fulfill its obligations under the Governing Documents; (ii) the estimated income and other funds which will be received by the Association; and (iii) the estimated total amounts required to be raised by Assessments to cover such costs, expenses, and capital expenditures of the Association and to provide a reasonable reserve.

9.2.1 Subsidy by Declarant. The Declarant may, but shall not be obligated to, subsidize the Association budget by contribution, advance, loan, or in any other manner the Declarant, in its sole discretion, chooses. Any such payment shall be conspicuously disclosed as a line item in the budget and shall be made known to the Members. Such payment in any year shall under no circumstances obligate the Declarant to continue payment in future years, unless otherwise provided in the written agreement between the Association and the Declarant.

9.2.2 Subsequent Years. For each subsequent fiscal year, the Board shall, prior to the beginning of each fiscal year, propose and tentatively adopt a similar budget, which shall also include all long-term or continuing commitments of the Association made in connection with or contemplated under any previously approved budget. However, the tentative budget for each subsequent fiscal year shall not be finally established until after an opportunity for discussion of such budget by the Members, in accordance with 9.2.3 below, at a meeting of the Members, which may be the same meeting as the annual meeting of the Members.

9.2.3 Members' Right to Be Heard. Before any budget is adopted, supplemented, revised, or amended by the Board, the members shall have the right to be heard on such budget of the Members, which may be the same meeting as the annual meeting of the Members. The Board shall give notice of the time and place of the meeting for review of the tentative budget to all Members at least thirty (30) days prior to such meeting. During such thirty (30) day period, the Board shall make copies of the tentative budget available to all interested Members at the principal office of the Association. At such meeting, Members shall have a right to be heard concerning the budget; however, the Board shall retain the sole power to establish and approve the budget. Special meetings may be held in like manner upon like notice to consider supplementation or revision of any budget, provided, however, that such special meetings as to supplementation or revision of any budget shall not be required to be at a meeting of the Members, and, with the exception of Special Assessments as described in Section 9.2.4 below, the Board has the sole discretion to modify, supplement, or revise any annual budget that has been adopted.

9.2.4 Special Assessment. Any Special Assessment proposed in the budget shall be approved by a majority vote of those Members to be assessed pursuant to Section 2.13 above to become effective with the final establishment of the budget.

9.3 Checks, Drafts, Etc. All checks, drafts or orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer(s) or agent(s) of the Association and in such manner as shall be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be

jointly signed by the Chairman of the Association and countersigned by the Vice Chairman, Secretary, or Treasurer of the Association, so long as the person holding the said office is not the same person as the Chairman.

9.4 Contracts. The Board may authorize any officer(s), agent(s), or employee(s) of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

9.5 Deposits. All funds of the Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

9.6 Audits. The Association shall maintain financial records. An audit or review shall be done no less often than every two (2) years, unless otherwise determined by the Board. The cost of any audit or review shall be an Association Expense.

9.7 Records. The Association shall keep detailed records of the actions of the Board, including minutes of the meetings of the Board and of the Association. The Association shall also keep appropriate financial records in chronological order of the receipts and expenditures of common obligations or of individual obligations for which the Board is serving as the conduit for payment of expenses. The Association shall also maintain an Assessment roll in which there shall be an account for each Owner. Such account shall designate the name and address of the Owner, the amount of each Assessment, the date on which the Assessment becomes due, the amounts paid upon the account, and the balance due on the Assessment. The Association shall keep these records and provide for their inspection as required pursuant to § 35-2-906, MCA. The Association shall make available for inspection and copying, during normal business hours, all minutes, contracts, resolutions, and financial records of the Association to any Member, or his agent or attorney, for any proper purpose, and may impose a reasonable charge, covering the costs for labor and material, for copies of documents provided to the Member. The Board may adopt a resolution to govern the policy and procedure with regard to Member access to Association records, as well as document retention and destruction of Association records.

ARTICLE 10. Enforcement Powers and Procedures

These Bylaws shall be enforced pursuant to Article 10 of the Community Declaration.

ARTICLE 11. Miscellaneous

11.1 Parliamentary Rules. Association proceedings shall be conducted in accordance with a recognized system of parliamentary procedure adopted by Board resolution, when not in conflict with Montana law or the Governing Documents. In the absence of an adopted procedure, *Robert's Rules of Order* (current edition) shall govern the conduct of the Association proceedings.

11.2 Conflicts. In the event that there is any conflict or inconsistency between the provisions of Montana law and the Governing Documents, the provisions of Montana law, the Declaration, the Articles, the Bylaws, and the Rules and Regulations (in that order) shall prevail.

11.3 Severability. A determination of invalidity of any one or more of the provisions or conditions hereof by judgment, order, or decree of a court shall not affect in any manner the other provisions hereof which shall remain in full force and effect.

11.4 Captions. The captions and headings in these Bylaws are for convenience only and shall not be considered in construing any provisions of these Bylaws.

11.5 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and *vice versa*, whenever the context so requires.

11.6 Notices. Except as otherwise provided for in these Bylaws or the Declaration, all notices, demands, bills, statements, or other communications under these Bylaws or the Declaration shall be in writing and may be sent by personal delivery, facsimile, electronically, by mail, or by private carrier, and shall be deemed to have been duly given if delivered personally, sent by U.S. mail, first class postage prepaid, or if sent by overnight courier:

11.6.1 to a Member at the address, fax, or email address designated by the Member as required under the Declaration and these Bylaws;

11.6.2 to the Association, the Board, or the managing agent at (i) the principal office (or mailing address) of the Association as designated in these Bylaws, (ii) the Montana Secretary of State. or (iii) such other address, fax or email address as shall be designated by notice in writing to the Members pursuant to this Section; or

11.6.3 to any committee at (i) the principal office (or mailing address) of the Association as designated in these Bylaws, (ii) the Montana Secretary of State, or (iii) such other address, fax, or email address as shall be designated by notice in writing to the Members pursuant to this Section.

11.7 Interpretation of the Bylaws. The Association, by and through its Board, shall have the exclusive right to construe and interpret the provisions of these Bylaws. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the provisions hereof.

ARTICLE 12.

Amendment

12.1 Amendment During Declarant Control Period. Until the expiration of the Declarant Control Period, Declarant, and only Declarant, may, without the approval of the Members, amend these Bylaws.

12.2 Amendment After Expiration of Declarant Control Period. After expiration of the Declarant Control Period, these Bylaws may be amended by the Affirmative Vote of a Majority of the Members (unless expressly made subject to a higher voting requirement by law, the Articles, the Declaration, or these Bylaws); provided, however, that the Members shall not make, alter, amend, or repeal any provision of these Bylaws, the effect of which would be to materially adversely affect the rights of Declarant without Declarant's consent.

* * * * *

IN WITNESS WHEREOF, the undersigned Declarant entered into these Bylaws for the Westside Trails Homeowner's Association, Inc.

June 22, 2016

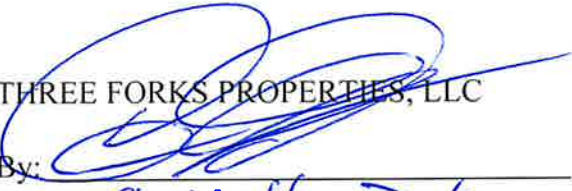
THREE FORKS PROPERTIES, LLC
By: 
Name: Curtis Van Dyken
Title: Member

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

Westside Trails Subdivision, S20, T2 S, R6 E ACRES 159, E2E2, P.M.M., Broadwater County