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Charlotte Mills - Gallatin County, MT MISC



**BYLAWS
FOR THE
SR BLOCK 3 CONDOMINIUMS OWNER'S ASSOCIATION**

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FOR THE
SR BLOCK 3 CONDOMINIUMS OWNER'S ASSOCIATION**

1. PURPOSE AND APPLICATION

These Articles are and shall be the Bylaws of the SR BLOCK 3 CONDOMINIUMS OWNER'S 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 SR BLOCK 3 CONDOMINIUMS. These Bylaws are a part of the Declaration for SR BLOCK 3 CONDOMINIUMS which Declaration is made a part hereof by reference. All Unit Owners, their 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.

The acquisition of an ownership interest in a unit in SR BLOCK 3 CONDOMINIUMS signifies that the Owner accepts, ratifies and agrees to comply with these Bylaws.

2. MEMBERSHIP

Persons owning a Unit in SR BLOCK 3 CONDOMINIUMS 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"). 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 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. Each Unit Owner shall also comply with any applicable subdivision covenants, rules and regulations for the subdivision in which the Condominium is located.

3. OBLIGATIONS

Each Unit Owner shall be obligated to comply with the Bylaws, the Declaration, and the laws of the City of Bozeman, County of Gallatin, State of Montana. Such obligations shall include, but not be limited to, the paying of assessments by the Association. 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, 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. Each Unit Owner shall also comply with any applicable subdivision covenants, rules and regulations for the subdivision in which the Condominium is located.

4. MEETING AND VOTING

A. Regular Meetings. There shall be a regular meeting of the Association annually at a date, time, and place fixed by the Board. The first annual meeting shall be called by the Declarant and held within ninety (90) days of the closing of the sale of seventy-five percent (75%) of the Units of the condominium (including those Units to be added to the condominium regime pursuant to Article IV of the Declaration).

B. Special Meetings. Pursuant to these Bylaws, the Association may at any time hold special meetings. Such special meetings may be called on the initiative of the Chairman of the Association, a signed request of the Manager or a petition signed by twenty-five percent (25%) 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 seventy-five percent (75%) of the aggregate interest of Unit Owners agrees otherwise.

C. Notice. Notice of all meetings, regular or special shall be mailed by the Association's Secretary to every Unit Owner of record at their address of record at least ten (10) days prior to the time for holding such meeting. At the first annual meeting all unit owners will have the option to opt for email notice in lieu of mail notice. Such notices shall specify the date, time and place of the meeting and shall make provision 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.

D. 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 more than twenty percent (20%) of the total aggregate voting interest of SR BLOCK 3 CONDOMINIUMS. At any time, during any meeting that a quorum is not present, such meeting shall be adjourned forthwith. Unless one-third or more of the voting interest is present in person or by proxy, the only matters that may be voted upon at an annual or regular meeting of members are those matters that are described in the meeting notice.

5. VOTING INTEREST

Each Unit Owner at Association meetings shall have one vote. Such vote shall be the voting interest of each Unit Owner on all matters affecting the general business of SR BLOCK 3 CONDOMINIUMS, on all matters affecting the common elements, assessments for the common elements, and on all matters upon which the Association agreed to have voting by the common elements' interest. 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. Whenever a quorum is present at a meeting of the Association or 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.

6. BOARD OF DIRECTORS

The governance of SR BLOCK 3 CONDOMINIUMS shall be by a Board of three (3) Directors, elected among the Unit Owners. However, until at least seventy-five percent (75%) of the condominium Units have been sold, the Board shall consist of three (3) persons appointed by the Declarant, who shall serve until the first annual meeting of the Association, at which time a new Board shall be elected. The Board shall have all powers and responsibilities attendant to the general administration and control of the condominium. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified by these Bylaws

7. OFFICERS OF THE BOARD OF DIRECTORS

The Association shall elect from its membership a Board of Directors of three (3) persons, who shall all serve for a term of one (1) year, and shall serve the positions of Chairman, Vice Chairman, Secretary and Treasurer. The manner of election of the Board of Directors shall be as follows:

At the first and all subsequent meetings of the Association nominations for positions on the Board will be accepted from any of the Unit Owners present. Voting will be noncumulative. Board members shall serve for one (1) year and shall be elected by majority vote of those present at any annual or special meeting.

8. 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 enforce the provisions of the Declaration and Bylaws of SR BLOCK 3 CONDOMINIUMS by appropriate action.
- d. To promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the units so as to not interfere with the peace and quiet of all the unit owners. Such rules must be approved by seventy-five percent (75%) of the Unit Owners at any regular or special meeting of the Association.
- e. To provide for the management of SR BLOCK 3 CONDOMINIUMS, 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 and limited common elements.

- f. To levy assessments, fines and late fees 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 the limited common elements, and to approve payment vouchers either at regular or special meetings.
- h. To delegate authority to the Manager for the conduct of condominium business, to carry out the duties and powers of the Board, 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 and foreclosure proceedings of Unit Owners and to observe all due process requirements imposed upon owners associations for condominiums.
- j. To meet at regularly scheduled times and hold such meetings open to all Unit Owners or their agents.
- k. To prepare an annual budget for SR BLOCK 3 CONDOMINIUMS in order to determine the amount of the assessments payable by the Unit Owners to meet the general common and limited common expenses and allocate and assess such charges among the Unit Owners according to their respective interests in the general common and limited common elements, and to submit such budget to the Unit Owners on or before the date of the annual meeting.
- 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 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 SR BLOCK 3 CONDOMINIUMS, and to levy a penalty and to charge interest on unpaid amounts due and owing.
- n. To defend in the name of the Association any and all lawsuits wherein SR BLOCK 3 CONDOMINIUMS is a party defendant.
- o. To enter into contracts with third parties to carry out the duties herein set forth, for and on behalf of the Board and the Association.
- p. To establish a bank account for SR BLOCK 3 CONDOMINIUMS, and to keep therein all funds of the Association. Withdrawal of monies from such

accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

- q. 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 SR BLOCK 3 CONDOMINIUMS.
- r. To establish rules and regulations for conduct, behavior and use of the general common and limited common elements.
- s. To make repairs, alterations and improvements to the general common and limited common elements consistent with managing SR BLOCK 3 CONDOMINIUMS in a first-class manner and in the best interest of the Unit Owners.
- t. To arrange, keep, maintain and renew the insurance for the Association as set forth in the Declaration.
- u. To carry out the duties and responsibilities of the Board in all other matters as may be authorized, needed or required by the Declaration.
- v. To allow first lienholders to inspect Association and Board records.
- w. If applicable, 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.

9. VACANCIES AND REMOVAL

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.

At any regular or special meeting of the Association, any member of the Board may be removed by a majority of the aggregate interests in SR BLOCK 3 CONDOMINIUMS. Such vacancy shall be filled by the 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.

10. 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 a Managers hired by the Board of Directors.

11. MANAGER

In the event that the Board of Directors elects to hire a Manager, the Manager shall be appointed and/or removed by the Board of Directors. The Board of Directors may require any member of the Board or Association handling Association funds or having power to withdraw or spend such funds to be bonded, and maintain records of the financial affairs of SR BLOCK 3 CONDOMINIUMS. 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 Unit Owners or by holders, insurers, and guarantors of first mortgages. All functions and duties herein provided for the Manager may be performed by the Board, or the Chairman, if the Board should decide not have a Manager.

- A. 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:
1. 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 reserve or to 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.
 2. Reserve for Deferred Maintenance: Which shall include funds for maintenance items which occur less frequently than annually.
 3. Reserve for Replacement: Which shall include funds for maintenance items which occur less frequently than annually.
 4. Betterments: Which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which shall be a part of the common elements.
- B. Budget: The Manager shall prepare and submit to the Board a budget, each calendar year, which must be approved then and adopted by the Board. The budget shall include the estimated funds required to defray the general common and limited common expenses and to provide and

maintain funds for the foregoing accounts according to good accounting practices.

Copies of the budget and proposed assessments shall be transmitted to each member on or before December 15 of the year preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

- C. Financial Report: A financial review and report of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member at the annual meeting.

The Manager shall generally operate and manage SR BLOCK 3 CONDOMINIUMS 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 if the Manager resigns, is terminated or his contract expires, the Board still perform all the duties of the Manager.

12. AMENDMENT OF BYLAWS

These Bylaws may be amended at any regular or special meeting of the Association. Upon a vote of at least seventy-five percent (75%) of the Unit ownership percentage, the amendment shall be declared adopted.

An amendment may also be adopted at any time without a meeting if it is approved in writing by the notarized signatures of ninety-five percent (95%) of the Unit Owners. In addition to the aforementioned Unit Owner approval for an amendment to the Bylaws, the approval of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage or deed of trust appertain, shall be required to materially amend any provisions of the Bylaws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the Common Elements;
- d. Insurance or fidelity bonds;
- e. Rights to use of the Common Elements;
- f. Responsibility for maintenance and repair of the several portions of the Condominium;

- g. Expansion or contraction of the Condominium regime or the addition, annexation or withdrawal of property to or from the regime;
- h. Boundaries of any Unit;
- i. The interests in the General Common Elements or Limited Common Elements;
- j. Convertibility of Units into Common Elements or of Common Elements into units;
- k. Leasing of Units;
- l. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium; and
- m. Establishment of self-management by the Condominium association where professional management has been required by any of the federal department of Housing and Urban Development, the federal Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation.

The approval of eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to amend any provisions included in the Declaration and Bylaws of the Condominium which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

Any proposed amendment to the Bylaws shall be deemed approved by a mortgagee, mortgage insurer, or government agency or corporation if said entity fails to object or consent to a written proposal for an amendment within sixty (60) days after receipt of notice of the written proposal by such entity, provided such notice was delivered by certified or registered mail, with a "return receipt" requested.

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.

13. ASSESSMENTS

In accordance with the percentage of interest in the general common elements as set forth in the Declaration, each Unit Owner shall be assessed for general common expenses, which shall include the expenses of any properly created Special Improvement

Districts (SIDs) affecting the property, including, but not limited to lighting districts, street maintenance, and tree maintenance. Such assessments, and assessments for limited common expenses shall be collected and paid according to the terms and under the procedures more particularly set forth in the Declaration. 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.

14. THE DECLARATION

The undersigned has filed, along with these Bylaws, a Declaration whereby the properties known as SR BLOCK 3 CONDOMINIUMS are submitted and subject to Section 70-23-101, et seq., MCA. The Declaration shall govern the act, 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.


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

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 be on the Board of Directors of SR BLOCK 3 CONDOMINIUMS.

SR BLOCK 3 CONDOMINIUMS OWNER'S ASSOCIATION and its Board of Directors shall have the primary and final authority on all matters solely affecting SR BLOCK 3 CONDOMINIUMS area, subject to the laws, rules and regulations of the City of Bozeman, County of Gallatin, State of Montana.

IN WITNESS WHEREOF, the undersigned, as owner of record of all of the SR BLOCK 3 CONDOMINIUMS units and one hundred percent (100%) of the voting interests of SR BLOCK 3 CONDOMINIUMS as of the date hereof, hereby declare and affirm the adoption of the foregoing Bylaws of the 17th day of October, 2018.

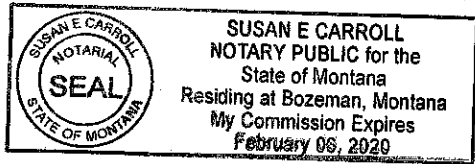
SR BLOCK 3 CONDOMINIUMS OWNER'S
ASSOCIATION

By: 
Gregory J. Allen, President

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 17th day of October, 2018, before me, a Notary Public in and for the State of Montana, personally appeared Gregory J. Allen, known to me to be the President of the SR BLOCK 3 CONDOMINIUMS OWNER'S ASSOCIATION, whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of the Association.

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



Susan E. Carroll
Notary Public for the State of Montana
Printed Name: Susan E. Carroll