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Big Sky Owners Association, Inc.

P.O. Box 160057

Big Sky, Montana 59716

2019 Amendments

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Amended and Restated Bylaws for the Big Sky Owners Association, Inc.

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Article 1 Introduction

1.1 Applicability. These Amended and Restated Bylaws (hereinafter referred to as Bylaws) provide for governance of the Association for the real property as further described in the attached Exhibit A, incorporated herein by reference. These Bylaws supersede the bylaws recorded in Film 22, Page 738-748 on December 20, 1973; Film 22, Page 1650-1661 on January 29, 1974; Film 36, Page 808-828 on February 28, 1977; Film 68, Page 771-772 on February 19, 1982; Film 155, Page 1703-1704 on August 2, 1995; Film 161, Page 4404-4421 on April 9, 1996; Film __, Page __ on January 25, 2008; and Film __, Page __ on February 5, 2019 with the Gallatin County Clerk and Recorder's Office, Gallatin County, Montana and recorded in Book 240, Page 451-462 on January 29, 1974; Book 252, Page 595-615 on March 11, 1977; Book 284, Page 132-133 on February 19, 1982; Book 391, Page 120-121 on August 2, 1995; and Book 398, Page 375-392 on April 10, 1996; Film __, Page __ on February 11, 2008; and Book 32, Page __ on March 25, 2019 with the Madison County Clerk and Recorder's Office, Madison County, Montana.

1.2 Name, Composition and Purpose. The name of the Association shall be the Big Sky Owners Association, Inc. The Association shall be a Montana non-profit corporation and shall have all the powers of a non-profit corporation enumerated and set forth in §35-2-113 et. seq., MCA. The purpose of the corporation is formed exclusively as a home owners association within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986, and its regulations as the same now exists or as it may be amended from time to time.

1.3 Definitions. Capitalized terms herein shall have the following meanings, unless otherwise defined in the particular Article or Section.

1.3.1 Articles or Articles of Incorporation. Shall refer to the Articles of Incorporation of the Big Sky Owners Association, Inc. as filed with the Montana Secretary of State on October 24, 1972 and any amendments and restatements thereto.

1.3.2 Association. The Big Sky Owners Association, Inc., a Montana nonprofit corporation operating pursuant to §35-2-113, et. seq., MCA, its successors or assigns.

1.3.3 Association's Jurisdiction. Shall refer to the jurisdiction of the Association as set forth in these Bylaws, Exhibit A.

1.3.4 Board of Directors or Board. The body responsible for the governance of the Association, selected as provided in these Bylaws and generally serving the same role as the board of directors under Montana corporate law.

- 1.3.5 BSAC.** Shall refer to the Big Sky Architectural Committee as established in these Bylaws.
- 1.3.6 Bylaws.** Refers to these Amended and Restated Bylaws for the Big Sky Owners Association, Inc.
- 1.3.7 Common Area.** All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights for the common use and enjoyment of the Members.
- 1.3.8 Date of Record.** The date set by the Board for determining the Members entitled to receive notice of or to vote in any regular, special or annual meeting. If no date is set by the Board, then such date will be determined by statute under §35-2-532 MCA.
- 1.3.9 Declaration or Declarations.** Refers to a Declaration of Protective Covenants, but exclusive of a declaration of condominium, that are recorded in the Public Records and applicable to real property within the Association's Jurisdiction.
- 1.3.10 Design Regulations.** Refers to those design regulations adopted by the Board on January 17, 2014, effective January 21, 2014 and as subsequently amended.
- 1.3.11 Director.** Shall refer to those Members elected or appointed to serve on the Board.
- 1.3.12 Good Standing.** Refers to a Member's standing with the Association. In order to be in Good Standing, Members must be current on the payment of their assessments; not be deemed by the Board to be in violation of the Governing Documents and/or resolutions or policies of the Board and BSAC; and current on any other payments deemed due and owing to the Association (including but not limited to design review fees, performance deposits and fines).
- 1.3.13 Governing Documents.** Shall be the collective reference for Bylaws, Articles, Declarations, Design Regulations and policies and resolutions of the Board, all as lawfully amended from time to time.
- 1.3.14 Improved Land.** Shall refer to any Unit, Lot or Tract within a platted subdivision (minor or major), or other real property that does not meet the definition of Undeveloped (Recreational) Land including but not limited to parks.
- 1.3.15 Lot.** A legally described division of real property created pursuant to a subdivision plat recorded in the Public Records.

- 1.3.16 MCA.** Refers to the Montana Codes Annotated 2017 and any subsequent amendments.
- 1.3.17 Member or Membership.** A Person who is an Owner of a Unit, Lot or Tract If a Unit, Lot, or Tract is held by more than one Person, all co-Owners shall share the rights and obligations of membership in the Association, provided that there shall be collectively only one membership for each Unit, Lot, or Tract. The term Membership is a collective reference of the total Members of the Association.
- 1.3.18 Membership Interest.** A Membership Interest is assigned to each Unit, Lot or Tract.in Article 2 of these Bylaws for purposes of assigning voting rights, allocating assessment liability to Members and determining eligibility to serve on the Board of Directors or on the BSAC.
- 1.3.19 Membership Volunteer.** A Member who freely offers to take part in an enterprise or undertake a task assigned to a BSOA Committee, Subcommittee or Event.
- 1.3.20 Owner.** One or more Persons who hold the record title to any Unit, Lot or Tract of land within the boundaries described in Exhibit A, excluding in all cases any Person holding an interest merely as security for the performance of an obligation.
- 1.3.21 Person.** A natural person, a corporation, a partnership, a trustee, or any other legal entity.
- 1.3.22 Proxy Vote: A ballot vote cast by a person on behalf of a Member.**
- 1.3.23 Public Records.** The public land records in the offices of the Clerk and Recorder of Gallatin County, Montana or the Clerk and Recorder of Madison County, Montana.
- 1.3.24 Staff.** Shall refer to the employees or agents of the Big Sky Owners Association, Inc.
- 1.3.25 Tract.** A legally described division of real property created pursuant to or described in a survey containing a surveyor's certificate, which is recorded in the Public Records.
- 1.3.26 Undeveloped (Recreational) Land.** Shall be defined as land that is currently used or designated as publicly accessible ski slopes within the Association's Jurisdiction.

1.3.27 Unit. A Condominium Unit which is a legally described division of real property created pursuant to the Unit Ownership Act, §70-23-101 et. seq., MCA.

1.3.28 Written Ballot. A written instrument issued to each Membership Interest by the Association for purposes of voting in situations in which action of the Members is to be taken or authorized with or without a meeting of the Members, as provided in §35-2-533 MCA. A written ballot shall include a ballot sent to members via email or other electronic means with the Member's consent.

1.4 Compliance. Each Owner or his/her/its tenants, guests and/or invitees of any Unit, Lot or Tract shall comply with all applicable Governing Documents.

1.5 Principal Office. The address of the principal office of the Association shall be: 145 Center Lane, Unit J, (P.O. Box 160057) Big Sky, Montana, 59716-0057 or as thereafter designated with the Montana Secretary of State.

1.6 Records. The Association shall make available, during normal business hours, for inspection all minutes, contracts, resolutions and financial records of the Association to any Member in Good Standing, or his/her/its agent or attorney, for any proper purpose.

Article 2 Membership

2.1 Membership Created. Each Person who is an Owner, by accepting a recorded deed for real property within the Association's Jurisdiction, is deemed to consent to and shall be a Member of the Association.

2.2 Entitlement of Membership Interests. Every Unit, Lot and Tract shall be entitled to one Membership Interest. Each Tract of 100 acres or more shall be entitled to one Membership Interest, and in addition, one additional Membership Interest for each 100-acre increment (or part thereof) if the Tract is greater than 100 acres. No Membership Interest shall be assigned to a Unit, Lot or Tract, owned or held by the Association.

2.3 Membership and Membership Interest Run with the Land. All Owners of a Unit, Lot or Tract shall automatically, upon becoming the Owner, be a Member of the Association, and shall remain a Member thereof until the time the ownership ceases for any reason, at which time the Membership in the Association shall automatically cease. Membership shall be appurtenant to and may not be separated from the ownership of any Unit, Lot or Tract subject to assessment. It is the responsibility of the grantor (Owner as "seller") to contact the Association and provide it with a copy of the recorded document of transfer evidencing the grantee's (buyer's) name and accurate mailing address. Membership shall begin and the Membership Interests shall vest upon

recording a deed. Membership shall terminate and Membership Interests shall be revoked upon a Person divesting ownership of a Unit, Lot or Tract. No Member may withdraw nor be expelled while being an Owner. A Mortgagee does not have membership rights until it obtains title to a Unit, Lot or Tract by foreclosure or deed in lieu thereof.

2.4 Annual Meeting. There shall be an annual meeting of Members held on a day selected by the Board; the date, the hour and place of such meeting shall be contained in the notice of meetings as hereinafter described. The annual meeting shall be the time for the election of Directors and any other legitimate business deemed proper to come before the Membership by the Board. Voting at all meetings shall be in the manner prescribed in these Bylaws.

2.5 Special Meetings. Special meetings of Members may be called at any time upon the initiative of the Board. A special meeting must be called when a petition signed by five percent (5%) of the Membership Interests outstanding and eligible to vote has been presented to any Director in accordance with §35-2-527 MCA. Notice of a special meeting shall be given as soon as practicable but not more than thirty (30) days after such demand has been presented to any Director 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, and said special meeting held shall be strictly confined to the matters set forth in the notice.

2.6 Notice of Meetings. Written notice of all meetings, annual and special, shall be mailed or emailed to every Member of record. Email notification must be consented to by the Member. For special meetings, notice must be given no less than ten (10) days before the meeting date 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. If a Member has requested email notices, these must also be sent no less than ten (10) days before the meeting date. For annual meetings, notice must be given not less than thirty (30) days and not more than sixty (60) days before the date of the meeting. It shall be the duty of each Member to advise the Association of his/her/its current address, contact information and email address, if Member wishes to receive notices via email, and any changes thereof. In the absence of such notice, the Member's address shall be the address on file with the Association. If no address is on file with the Association, then the address shall be the address on record with the applicable county treasurer's office.

2.7 Adjournment of Meetings. If at any meeting of the Members a 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.

2.8 Voting. Each Membership Interest, as defined in Article 2 of these Bylaws, shall have one vote. Members in Good Standing may vote in person, or by Written Ballot, as provided herein. Whenever any Membership Interest is held by two or more Persons, such Persons shall determine among themselves prior to any Membership vote, who is

entitled to vote the Membership Interest and in what manner it shall be voted. If more than one Person seeks to exercise the vote for a Membership Interest, the voting privilege shall be suspended. Membership Interest for purposes of receiving notice and the exercise of voting rights shall be determined by the Board not more than seventy (70) days in advance of the date of any annual or special meeting.

2.8.1 Proxies. There shall be no voting by proxy.

2.8.2 Cumulative Voting. There shall be no cumulative voting for Board of Director candidates.

2.8.3 Written Ballots.

2.8.3.1 Action taken. Any action that may be taken at any annual or special meeting of Members may be taken without a meeting if approved by Written Ballot, as provided herein. Approval by Written Ballot shall be valid only when the number of votes cast by Written Ballot equals the quorum required under Section 2.10 below and the number of approvals equals or exceeds the number of Membership Interests required under Section 2.11 below. Written Ballots may also be used at a meeting for the election of Directors and other actions.

2.8.3.2 Procedure. The Board shall send a Written Ballot to each Membership Interest entitled to vote on an action. The Written Ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action and for nominees for the Board. All solicitations for votes by Written Ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter; and specify the time by which Written Ballot must be received by the Association in order to be counted. The results of each action by Written Ballot shall be certified by the Secretary and shall be included in the minutes of meetings of Members filed in the permanent records of the Association.

2.9 Suspension of Privileges and Voting Rights. The Board shall have the right to suspend the voting right, architectural review approval and or the right to use the Common Area, of any Member or Members of the Association for the period during which any assessment, covenant compliance violation, construction project violation, design review fee, fine, or performance deposit against the Unit, Lot or Tract owned by such Member or Members remains unpaid and delinquent. Any suspension of such voting rights, architectural review and approval, and/or the right to use the Common Area shall be made by the Board at a meeting upon giving written notice to the Member whose rights are being sought to be suspended, at least ten (10) days prior to the holding of such meeting. Such notice shall be given either by personal delivery, or deposited in the United States mail, certified or registered, postage and fees prepaid, return receipt requested, addressed to such Member at the address given to the Association by

him/her/it for the purpose of Association records. 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.

2.10 Quorum. Meetings of the Association or action taken by Written Ballot shall be proper only if a quorum of the Membership Interest is established either in person, by Written Ballot or any combination of the foregoing. A quorum shall consist of twenty-five percent (25%) of all votes entitled to be cast by Members of the Association in Good Standing at the time.

2.11 Membership Approval. Except as provided in Section 11.2, once quorum is established under Section 2.10 above, unless a greater number is otherwise stated, any action or issue requiring a vote of the Membership shall be approved upon the affirmative vote, in person, via Written Ballot, or any combination of the foregoing, of more than fifty percent (50%) of all votes cast by the Membership on the issue or action. Blank or non-votes shall be considered invalid and will not be counted as a no vote.

2.12 Membership Rights and Privileges. No Member shall have the right, without the prior approval of the Board, to exercise any of the powers or to perform any of the acts by these Bylaws or the Declarations delegated to the Board or the Association. Each Member in Good Standing shall have the rights and privileges, including, but not limited to, property rights and rights to access, use and enjoy the Common Area granted to the Members by these Bylaws subject to such limitations as may be imposed in accordance therewith.

2.13 Conduct of Meetings. All meetings both annual and special shall be presided over by the Chairperson of the Board or his/her appointed representative. Meetings of the Members shall be conducted in accordance with a recognized system of parliamentary procedure adopted by the Board. Notwithstanding any other provision of law, notice of meetings of the Members shall specify those matters the Board intends to present for action by the Members, but, except as otherwise provided by law, any proper matter may be presented at the meeting for action.

2.14 Member Resolutions. Resolutions may be introduced by any Member at any annual or special meeting provided such resolution in written form is presented to the Secretary of the Board no later than sixty (60) days prior to the date of such meeting. The Secretary shall include the language of the proposed resolution with the notice of the meeting and the Written Ballot. All resolutions passed by Membership Approval under Section 2.11 above shall be binding on the Board. Such binding resolutions shall have the effect of compelling the Board to take positive action in response to the general inclination of the resolution. However, the scope, extent and specific character of all such action shall be within the final discretion of the Board.

Article 3

Directors

3.1 Number and Qualification. The Board may be made up of any number from five (5) to nine (9) Directors. At such time as the Board in its discretion believes it to be in the best interests of the Association, it may increase the Board upon resolution, but there shall never be less than five (5) Directors. Directors and candidates for the Board shall be Association Members in Good Standing.

3.2 Powers and Duties. The Board shall have the following powers and duties:

3.2.1 The Board shall have all of the powers and duties necessary for the governance of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law. The Board may not do or cause to be done any acts as set forth in the Governing Documents or Montana law that are directed to be done and exercised exclusively by the Membership generally.

3.2.2 To make capital expenditures, to enter into contracts and agreements and to provide services and functions as are necessary to effect the business of the Association; provided, however, that the following capital expenditures, contracts and agreements shall be approved by the Membership as provided in Article 2, Section 2.11 of these Bylaws: 1) individual contracts and agreements with a term in excess of five (5) years; 2) expenditures of BSOA assessments, excluding reserves, for each capital improvement project in any given fiscal year totaling more than thirty percent (30%) of the Association's average annual operating budget for the preceding three (3) years; and 3) mortgaging, encumbering or otherwise disposing of any property of the Association, whether real or personal, valued in excess of fifteen percent (15%) of the Association's average annual budget for the preceding three (3) years.

3.2.3 To make and establish rules and regulations for the governance of facilities and the performing of such functions, the taking of such action and operating in such areas as are within the Association's Jurisdiction.

3.2.4 To make assessments as described in these Bylaws, including assessments collected for the purpose of establishing reserves.

3.2.5 To take necessary and appropriate action to collect assessments from Members including the recording of liens, the assessing of penalties and interest and prosecuting foreclosures as provided in these Bylaws.

3.2.6 To call meetings of the Membership both annual and special, to preside over such meetings and to give appropriate notice of such meetings as required by these Bylaws.

3.2.7 To formulate and introduce resolutions at meetings of the Membership.

3.2.8 To hold meetings of the Board as are necessary to conduct Association affairs.

3.2.9 To pay the expenses of the Association, including but not limited to all taxes and to contract and pay for such insurance as may be necessary in the best interests of the Association and to provide for the use and disposition of the insurance proceeds in the event of loss or damage.

3.2.10 To keep records in a good and businesslike manner of all assessments made, all expenditures, the status of each Member's payments of assessment, minutes of meetings of the Membership and Board and a record of its Members giving their names and addresses.

3.2.11 The Board shall purchase insurance policies, to protect the property of the Association against casualty loss and to protect the Association, Directors and Staff (when acting in their official capacity) from liability. The extent and specific nature of coverage shall be determined by the Board.

3.2.12 To do any and all things necessary to carry into effect these Bylaws and to implement the purposes as stated in the Articles and to do any and all things necessary to require compliance with and enforce the Governing Documents and Declarations, which by Article 3, Section 3.2.14 are made a part of these Bylaws.

3.2.13 To deal with agencies, officers, boards, commissions, departments and other governmental bodies on a Federal, State, County and local basis to carry out the powers, duties and responsibilities herein.

3.2.14 On its own initiative, the Board may take such action as it deems necessary, including the taking of legal action and initiating suit to enforce the Governing Documents, some of which are recorded in the Public Records on the lands described in Exhibit A, or as it may be supplemented as provided in Article 10.

3.2.15 To exercise all the powers generally granted to a Montana nonprofit corporation under §35-2-118 MCA.

3.3 Employees. The Board may at its discretion appoint Persons to generally supervise and control the business of this Association and delegate certain powers, duties and responsibilities to such Persons. The manner of selection, the qualifications, salaries, the term of employment, the method of removal, the scope of duties and responsibilities and the number of such employees shall be determined by the Board.

3.4 Election of Directors.

3.4.1 Nomination of Directors. Every member in Good Standing who has an interest in serving as a Director must file as a candidate with the Nominating Committee. Prior to each annual meeting the Board shall prescribe the dates for a reasonable filing period. The Nominating Committee shall review all candidate filings and make recommendations for nominations from this pool of candidates for election to the Board pursuant to Article 6, Section 6.4 of these Bylaws. The Board may also establish such other rules and procedures as it deems appropriate to allow other nominations for Directors to be made.

3.4.2 Election Procedures. Directors shall be elected at the Annual Meeting. The Secretary shall cause notice of the elections to be delivered to each Member in accordance with Section 2.6. Such notice shall list all candidates for each vacancy who have qualified in accordance with the procedures described in Section 3.4.1 above.

The Board or its designees shall open and count the votes. Each Member elected may cast one vote for each Membership Interest held by such Member for each position to be filled. However, no Member shall have more than one vote per Membership Interest.

That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. The Board or its designee shall announce the candidates having been elected to the Board within thirty (30) days after the annual meeting by an acceptable means of communication as designated by the Board.

3.5 Term of Office. Directors shall serve a three-year term of office. Terms shall commence in such a manner so that approximately one-third of the positions are eligible for election at each annual meeting. Directors shall hold office until their respective successors are elected and begin their terms on October 1 of the succeeding fiscal year. Directors may be elected to serve a maximum of three (3) consecutive three-year terms. If a Director has served three (3) consecutive three-year terms, said Director shall not be eligible to serve as a Director again (whether by election or appointment) for a minimum of one year after completion of his or her third (3rd) three-year term of office.

3.6 Removal of Directors. Any Director may be removed, with or without cause, by the Membership as provided in Article 2, Section 2.11 of these Bylaws. Any Director whose removal is sought shall be given 10 days' notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such Director. Any Director who has three or more consecutive absences from Board meetings, or who is more than sixty (60) days delinquent in the payment of any assessment or other charge due the Association, may be removed by a vote of the Directors and the Board may appoint a

successor to fill the vacancy for the remainder of the term. Any Director who ceases to hold a Membership Interest shall cease to be a Director effective immediately.

3.7 Vacancies. In the event of the death, disability, disqualification, or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term.

3.8 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. Directors may participate in a meeting of the Board through use of (a) conference telephone or similar communications equipment, provided that all Directors participating in such a meeting can speak to and hear one another or (b) electronic video screen communication or other communication equipment; provided that (i) all Directors participating in such a meeting can speak to and hear one another, (ii) all Directors are provided the means of fully participating in all matters before the Board, and (iii) the Association adopts and implements means of verifying that (A) a person participating in such a meeting is a Director or other person entitled to participate in the meeting and (B) all actions of, or votes by, the Board are taken or cast only by Directors and not persons who are not Directors.

3.9 Special Meetings. The Chairperson, or any two (2) Directors, or the Executive Officer and one (1) Director 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. Directors may participate in a Special Meeting of the Board through use of (a) conference telephone or similar communications equipment, provided that all Directors participating in such a meeting can speak to and hear one another or (b) electronic video screen communication or other communication equipment; provided that (i) all Directors participating in such a meeting can speak to and hear one another, (ii) all Directors are provided the means of fully participating in all matters before the Board, and (iii) the Association adopts and implements means of verifying that (A) a person participating in such a meeting is a Director or other person entitled to participate in the meeting and (B) all actions of, or votes by, the Board are taken or cast only by Directors and not persons who are not Directors.

3.10 Notice of, and Waiver of Notice for, Regular and Special Director Meetings.

3.10.1 Notice. The Association's Secretary or designated agent shall give either, e-mail or written notice of any Director meeting at least five days before the meeting to the Director at the telephone number, e-mail address, phone 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 Director meeting is to be held by telephonic conference or electronic communications, the Secretary or designated agent must provide instructions for participating in the meeting.

3.10.2 Effective Date. If mailed, notice of any Director meeting shall be deemed to be effective: 1) five days after deposited in the United States mail, addressed to the Director's business office, with postage prepaid; or 2) 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 3) the date when received. If by email, the date when sent.

3.10.3 Waiver of Notice. Any Director may waive notice of any meeting. The waiver must be in writing, signed (electronic signatures are permitted) or emailed 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; this shall be true 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.

3.11 Transaction of Business. Directors or committee members may participate in a Board or committee meeting through use of (a) conference telephone or similar communications equipment, provided that all Directors or committee members participating in such a meeting can speak to and hear one another or (b) electronic video screen communication or other communication equipment; provided that (i) all Directors or committee members participating in such a meeting can speak to and hear one another, (ii) all Directors or committee members are provided the means of fully participating in all matters before the Board or committee, and (iii) the Association adopts and implements means of verifying that (A) a person participating in such a meeting is a Director or other person entitled to participate in the meeting and (B) all actions of, or votes by, the Board or committee are taken or cast only by Directors or committee members and if action taken is in accordance with the provisions specified in Subsection 3.17 of this Article. A Director participating in a meeting by telephone or through electronic communications 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 electronically.

3.12 Directors Quorum and Action. A majority of the Directors will constitute a quorum for the transaction of business at any meeting of the Board or Committee consisting of Directors. 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 of Directors unless otherwise set forth herein. Additionally, in the event three (3) Directors shall be sufficient to constitute a quorum for a Board meeting and only three (3) Board of Directors are present at the meeting, any action taken by the Board at such meeting must be unanimously approved by the Board of Directors present at the meeting. 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.

3.13 Proxies. There shall be no Director voting by proxy.

3.14 Compensation, Loans to, or Guarantees for Directors. Directors shall not receive compensation for their services. However, Directors may be reimbursed for Board approved expenses. In addition, the Association may not lend money to or guarantee the obligation of a Director of the Association.

3.15 Conduct of Meetings. All meetings shall be presided over by the Chairperson or his/her appointed representative.

3.16 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.

3.17 Executive Session. The Board may meet and convene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and matters relating to the formation of contracts with third parties. Matters involving Member discipline, action or assessment payments shall be held in executive session and the Members involved are entitled to attend. Any matter discussed in executive session shall be generally noted in the minutes of the immediately following open meeting.

3.18 Action by Written Consent. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if consent in writing, setting forth the action so taken, is signed (fax signatures are acceptable) or emailed by all the Directors and is included in the minutes filed with the corporate records reflecting the action taken.

Article 4 Officers

4.1 Designation. The principal officers of the Association shall be the Chairperson, Vice Chairperson, Secretary and Treasurer, all of whom shall be elected by the Directors from the current Board.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Directors at the first Board meeting after the annual meeting.

4.3 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. Any officer may be removed from office by the vote of a majority of the Directors for any reason and without cause.

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

4.5 Chairperson. The Chairperson shall preside over all meetings of the Members and over all meetings of the Board. The Chairperson shall provide general organizational leadership to the Board of Directors and the 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.

4.6 Vice Chairperson. The Vice Chairperson shall serve on the Board and perform such duties as may be directed by the Chairperson in conducting Association business duties. The Vice Chairperson shall preside over any meeting in the absence of the Chairperson and shall perform such duties as may be specified, and exercise such powers as may be delegated by the Board.

4.7 Secretary. The Secretary of the Board shall oversee the record of all Members and the number of Membership Interests to which each Member is entitled. In order to make a determination of Membership Interest 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.

4.8 Treasurer. The Treasurer shall: (1) oversee all funds and securities of the Association; (2) oversee reports for moneys due and payable to the Association and oversee reports for deposit of all moneys in the Association's name in banks, trust companies, or other depositories that the Board shall select; (3) work with the bookkeeper and/or accountant in the preparation and presentation of any financial documents and submit those necessary documents to the Executive Officer for inclusion in the corporate records; and (4) in general perform all of the duties incident to the office of Treasurer and any other duties that the Chairperson or Board may assign to the Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful performance of the Treasurer's duties and as insurance against the misappropriation of funds. If a bond is required, it shall be in a sum and with the surety or sureties that the Board shall determine. 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, bookkeeper and auditors) or employees.

4.9 Compensation, Loans to, or Guarantees for Officers. Officers shall not receive compensation for their services. However, Officers may be reimbursed for Board approved expenses. In addition, the Association may not lend money to or guarantee the obligation of an officer of the Association.

Article 5
**Indemnification of Directors, Member Volunteers,
Officers, Agents and Employees**

5.1 Indemnification of Directors or Member Volunteers.

5.1.1 General. An individual made a party to a proceeding because the individual is or was a Director or Member Volunteer of the Association shall be indemnified against liability incurred in the proceeding, but only if the indemnification is both: 1) determined permissible and 2) authorized; as defined in subsection 5.1.2 of this Section 5.1. The indemnification is further subject to the limitation specified in Subsection 5.1.4 of this Section 5.1.

5.1.2 Determination and Authorization. The Association shall not indemnify a Director or Member Volunteer under this Section 5.1 of this Article unless: 1) determination has been made in accordance with procedures set forth in the Montana Nonprofit Corporation Act that the Director or Member Volunteer met the standard of conduct set forth in Subsection 5.1.3 below and 2) payment has been authorized in accordance with procedures listed in the Montana Nonprofit Corporation 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.

5.1.3 Standard of Conduct. The individual shall demonstrate the general standards for Directors or Member Volunteers in accordance with §35-2-416 and §35-2-418 MCA, including: 1) the individual acted in good faith; and 2) in acting in an official capacity with the Association, that the individual's conduct was in the Association's best interests; in all other cases, that the individual's conduct was at least not opposed to the Association's best interests; and in the case of any criminal proceeding, that the individual had no reasonable cause to believe that the conduct was unlawful.

A Director's or Member Volunteer's conduct with respect to an employee benefit plan for a purpose the Director or Member Volunteer reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of Subsection 5.1.3 (2) that "in all other cases, that the individual's conduct was at least not opposed to the Association's best interests".

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 or Member Volunteer did not meet the standard of conduct described in this Subsection 5.1.3.

5.1.4 No Indemnification Permitted in Certain Circumstances. The Association shall not indemnify a Director or Member Volunteer under this Section

5.1 of this Article if: 1) the Director or Member Volunteer was adjudged liable to the Association in a proceeding by or in the right of the Association; or 2) the Director or Member Volunteer was adjudged liable in any other proceeding charging that the Director or Member Volunteer improperly received personal benefit, whether or not the individual acted in an official capacity.

5.1.5 Indemnification Limited. Indemnification permitted under this Section 5.1 of this Article in connection with a proceeding by the Association or in the right of the Association is limited to the reasonable expenses and damages incurred in connection with the proceeding.

5.2 Advance Expenses for Directors or Member Volunteers. The Association may pay for or reimburse, in advance of final disposition of the proceeding, the reasonable expenses incurred by a Director who is a party to a proceeding if:

5.2.1 By following the procedures of the Montana Nonprofit Corporation Act the Board determined that the Director or Member Volunteer met requirements of Subsection 5.2.3-5.2.5 listed below; and

5.2.2 The Board authorized an advance payment to a Director or Member Volunteer; and

5.2.3 The Director or Member Volunteer has furnished the Association with a written affirmation of the Director's or Member Volunteer's good faith belief that the Director or Member Volunteer has met the standard of conduct described in Subsection 5.1 of this Article; and

5.2.4 The Director or Member Volunteer 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 or Member Volunteer did not meet the standard of conduct; the Director's or Member Volunteer's undertaking must be an unlimited general obligation, but need not be secured, and the Association may accept the undertaking without reference to financial ability to make repayment; and

5.2.5 The Board determines that the facts then known to it would not preclude indemnification under Subsection 5.1 of this Article or the Montana Nonprofit Corporation Act.

5.3 Indemnification of Officers, Agents and Employees. The Board may choose to indemnify and advance expenses to any officer, employee, or agent of the Association applying those standards described in Section 5.1 of this Article.

5.4 Mandatory Indemnification. Notwithstanding any other provisions of these Bylaws, the Association shall indemnify a Director or officer or Member Volunteer, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which

the Director or officer or Member Volunteer was a party because he or she is or was a Director or officer or Member Volunteer of the Association, against expenses incurred by the Director or officer or Member Volunteer in connection with the proceeding.

Article 6 Committees

6.1 Formation and Termination. There shall be a Nominating Committee as provided for in Section 6.4 below, as well as a Big Sky Architectural Committee as provided for in Section 6.5 below. All other committees may be formed by a majority vote of the Board of Directors. The Board will designate the committee chair and then appoint committee members, to carry out specific action items, all as determined by the Board or as delegated to the Nominating Committee. Committees may be dissolved at any time by a majority vote of the Board of Directors.

6.2 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 the specific committee has been created (chartered) so that it has authority to act on the Board's behalf and the committee has two or more Directors who serve at the pleasure of the Board. However, such authority does not authorize the committee to: authorize payments or purchases unless specifically provided otherwise by the Board; elect, appoint, or remove Directors or fill vacancies on the Board or any of its committee; adopt, amend, or repeal, the Articles or Bylaws; and any other limitations on authority as imposed by the laws of the State of Montana. In addition, the designation of a committee with authority to act on behalf of the Board does not operate to relieve the Board of Directors, or any individual Director, of any responsibility on it or him/her by law.

6.3 Meetings. Any such committees will meet as needed to effectively carry out their objectives. A majority of Directors and/or Member Volunteers will constitute a quorum for the transaction of business at any Committee meeting.

6.4 Nominating Committee. The Nominating Committee shall consist of two Directors, one of whom shall be chair of the committee, and not less than two or more than five Members in Good Standing. The Nominating Committee members shall be appointed by the Board to serve a term of one year or until their successors are appointed and such appointment shall be made at the first Board meeting after the annual meeting. The Nominating Committee shall make as many nominations for election or appointment to the Board as it shall determine, but in no event less than the number of positions to be filled. The Nominating Committee shall submit to the Board recommendations for nominations of candidates for election and appointment as prescribed in the Nominating Committee Charter.

6.5 Big Sky Architectural Committee. There is hereby created the Big Sky Architectural Committee (hereinafter "BSAC"), which is a committee of the Association. Said

BSAC is the same committee as that established and/or referred to in the Declarations of other subdivisions created within the area defined by the Association's Jurisdiction. There shall be seven members of the BSAC: two Directors from the Board appointed by the Board; three members appointed by Boyne USA, Inc.; and two members elected by the Members of the Association from the Membership. Election of Members to the BSAC will follow procedures stated in Subsection 3.4.1 and 3.4.2 of Section 3.4 in these Bylaws. BSAC members are to serve staggered three-year terms. Mid-term vacancies are to be filled accordingly: Board of Directors vacancies and Member vacancies shall be filled by the Board. Boyne USA, Inc. vacancies shall be appointed by Boyne USA, Inc. BSAC members shall be Association Members in Good Standing.

The right bestowed to Boyne USA, Inc. to appoint three members of the BSAC ceases in the year 2020 or when Boyne USA, Inc. by written statement relinquishes this right, whichever comes first. This right is nontransferable except Boyne USA, Inc. may transfer this right to a wholly-owned subsidiary of Boyne USA, Inc. or to a company where Boyne USA, Inc. holds a majority interest. Boyne appointees may continue to serve three-year terms for those appointed before October 1, 2017. After September 30, 2017, Boyne appointments shall be a one-year term, with all terms of appointment ending on October 1, 2020. In the year 2020 or when Boyne USA, Inc. has relinquished its right to make appointments to the BSAC, the BSAC shall remain a seven-member committee: at least one Director from the Board shall be appointed by the Board; three members, who may be Directors, shall be appointed by the Board; and three members shall be elected by the Membership of the Association from the Membership. The Board appointments will be an annual appointment and BSAC member elects are to serve staggered three-year terms. Mid-term vacancies shall be appointed by the Board. However, Member-elected vacancies will be filled temporarily by appointment of the Board until the next annual election votes in a new Member to finish the term of the vacated position.

Any elected BSAC Member may be removed, with or without cause, by the Membership as provided in Article 2, Section 2.11 of these Bylaws. Any elected Member whose removal is sought shall be given 10 days' notice prior to any meeting called for that purpose. Any elected Member who has three or more consecutive absences from BSAC meetings, or who is more than sixty (60) days delinquent in the payment of any assessment or other charge due the Association, may be removed by a vote of the Directors and the Board may appoint a successor to fill the vacancy for the remainder of the term. Any elected Member who ceases to hold a Membership Interest shall cease to be an elected Member effective immediately.

6.5.1 Powers and Duties.

6.5.1.1 The BSAC shall have the authority to establish and amend the Design Regulations and such other reasonable rules and procedures as it deems necessary to carry out its functions, which rules and procedures shall not be inconsistent with the provisions of the Governing Documents.

Any amendments to the Design Regulations shall be approved by the Board.

- 6.5.1.2** The BSAC has the express authority by these Bylaws to review and accept or deny all plans for any construction, reconstruction, alteration, remodeling, maintenance and landscaping prior to construction or installation for property within the Association's Jurisdiction, except where specifically reserved under a Declaration.
- 6.5.1.3** The BSAC shall have the authority to approve or reject materials, designs and colors submitted with plans or the plans themselves if they are not compatible, or are inappropriate, within the Association's Jurisdiction.
- 6.5.1.4** The Association and the BSAC through their authorized officers, employees and/or agents shall have the right to enter any Lot or Tract upon twenty-four (24) hours' notice to the Owner or Owner's agent for the purpose of ascertaining whether such Lot or Tract or the construction, erection, placement, remodeling or alteration of any improvement thereon is in compliance with the approved architectural or landscape plans approved by the BSAC. The BSAC, the Association or such officer, employee or agent thereof shall not be deemed to have committed a trespass or wrongful act solely by reason of such action or actions under this part. Notice as provided under this part may be either in person, via telephone, e-mail or in writing, provided such notice is documented.
- 6.5.1.5** The BSAC shall have the authority to require reasonable fees to be paid with the filing of plans to offset expenses. In addition, the BSAC shall have the authority to set and require that Owners or their agent post certain deposits prior to commencing construction for the purpose of assuring that construction and landscaping will be completed within the time specified and in substantial compliance with the aesthetics of the approved architectural and landscape plans.
- 6.5.1.6** The BSAC shall have the authority to revoke or suspend its approval and/or order the suspension or cessation of any construction or work in violation of the Governing Documents.
- 6.5.1.7** In addition to the above powers and duties, the BSAC may have such powers and duties as delegated to it by the Board.

6.5.2 Operational Procedures.

6.5.2.1 The BSAC shall hold regular meetings as necessary. Meetings of the BSAC may be called by Staff, the chair of the BSAC or by a majority of the committee members of said BSAC.

6.5.2.2 A majority of the committee members of the BSAC present at any meeting shall constitute a quorum for the transaction of business.

6.5.2.3 The BSAC shall maintain minutes of its meetings and a record of the votes taken thereat.

6.5.2.4 All meetings of the BSAC shall be open to the Members of the Association and any vote of the BSAC shall be taken at an open meeting. Nothing contained herein, however, shall prevent the BSAC from meeting in executive session, in accordance with the provisions specified in section 3.17.

6.5.2.5 A copy of all minutes, rules, regulations and policy statements shall be filed with the records of the Association and shall be maintained by the Association as a permanent record.

6.5.2.6 Any approval or disapproval by the BSAC shall be in writing and in the case of a denial shall state the reasons for such denial. Decisions of the BSAC are final; however, an Owner can appeal in writing to the BSAC to reconsider its decision.

6.5.3 Liability. The standards and procedures established by this Article or the BSAC are intended to enhance the overall aesthetics of the Association's Jurisdiction. Neither the BSAC, the individual members, nor the Association shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring the appropriateness of soils, drainage and general site work. Neither the Association, the Board, the BSAC nor member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit, Lot or Tract within the real property. In all matters, the BSAC and its members shall be defended and indemnified by the Association.

Article 7 Assessments

7.1 Liens and Assessments: Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit, Lot or Tract, within the Association's

Jurisdiction, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments and (2) special assessments. Annual assessments shall be billed on an annual basis as established in the Bylaws and notice of the same shall be mailed or emailed to each Owner. If the annual assessment is billed by email, member consent is required. Notice of assessments and liability for assessments shall be in the name of the registered Owner on the Membership list at the time assessments are declared by the Board. All assessments become due 30 days after the date of mailing or emailing notice of such assessments. All assessments together with interest, costs and reasonable attorney's fees shall be a charge on the land, run with the land and shall be a continuing lien upon the property against which each such assessment is made.

Failure of the Board to set the annual assessment amounts or to deliver, mail or email each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay these assessments. In such event, each Owner shall continue to pay the annual assessments on the same basis as during the last year for which an annual assessment was made, if any, until a new budget becomes effective and a new annual assessment is levied pursuant thereto. Any such budget may include as an expense item any shortfall in amounts previously collected.

No Owner may exempt himself/herself/itself from liability for any assessments by non-use of or abandonment of his/her/its Unit, Lot or Tract, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon request, the Association shall furnish to an Owner or his/her/its Title Company or Mortgage Company written (mailed, emailed or faxed) or oral verification of the amount of such assessment owing and whether the Owner has paid such assessment. The Association may require the advance payment of a reasonable processing fee for the issuance of such verification.

7.2 Annual Assessments. The Board shall establish and levy annual assessments in an amount that the Board estimates will be sufficient to raise the funds needed to perform the duties of the Association during each fiscal year. The annual assessments shall include a portion for reserves in such amounts as the Board in its discretion considers appropriate to meet the costs of the future repair, replacement or additions to the major improvements and fixtures that the Association is obligated to maintain and repair. An increase of annual assessments shall require a majority vote of the entire Board.

7.3 Special Assessments. In addition to the annual assessments authorized above, the Board, at any time, may levy and establish the due dates for a special assessment in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or such other purposes as the Board in its discretion considers

appropriate. Special assessments shall be allocated among the Units, Lots and Tracts in the same manner as annual assessments.

7.4 Rate of Assessment. All assessments shall be based upon the total number of Membership Interests existing within the boundaries of the lands described in Exhibit A, at the time of assessment in each assessment class. All assessments shall be equal on each Membership Interest in each assessment class. There shall be two assessment classes: 1) Improved Land; and 2) Undeveloped (Recreational) Land. The Board is authorized to set assessments for Undeveloped (Recreational) Land at a reasonable rate, which may be less than the amount of the annual assessment for Improved Land.

7.5 Restrictions on Increases in Annual or Special Assessments. The Board may not impose an annual assessment on any Unit, Lot or Tract, which is more than ten percent (10%) greater than the annual assessments for the immediate preceding fiscal year, without Membership Approval under Article 2, Section 2.11. In addition, the Board may not levy special assessments to defray the cost of any action or undertaking on behalf of the Association, which in the aggregate exceeds five percent (5%) of the operating expenses of the Association for that fiscal year without Membership Approval under Article 2, Section 2.11. Notwithstanding the foregoing, the Board, without Membership Approval, may increase annual assessments or levy special assessments necessary for an emergency situation. For purposes of this section, an emergency situation is one of the following: 1) an extraordinary expense required by an order of a court; and 2) an extraordinary expense necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered. Property as used in this section shall refer to all the real property described in Exhibit A attached hereto and subject to these Bylaws.

7.6 Effect of Nonpayment of Assessments and/or Fines: Remedies of the Association. Any assessment or fine not paid within sixty (60) days after the due date shall be delinquent, may incur a late payment penalty in an amount to be set by the Board from time to time, not to exceed the maximum permitted by applicable law and shall bear interest at a rate established by the Board, which shall not exceed the maximum interest rate authorized by law, until paid. Failure to pay within sixty (60) days of the due date may result in the Association recording a lien against the property being assessed or bringing an action at law or both. Suit to recover a money judgment for unpaid assessments, fines, late charges, interest and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

The Association may record that lien with the applicable county clerk and recorder's office, bring an action at law to collect the lien or foreclose the lien against the real property in the same manner as a mortgage on real property and the Association shall be entitled in any such actions or foreclosure proceedings to recover its costs, expenses and reasonable attorneys' fees. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit, Lot or Tract at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. During the period a Unit, Lot or Tract is

owned by the Association following foreclosure, no right to vote shall be exercised on behalf of the Unit, Lot or Tract and no assessment shall be assessed or levied on the Unit, Lot or Tract. The Board may authorize the execution and recordation of a deed conveying title to the Unit, Lot or Tract, which deed shall be binding upon the Owners, their successors and all other parties.

Article 8 Finances

8.1 Fiscal Year. The Association's fiscal year shall commence on October 1st and end on September 30th. The Association shall apply for and maintain a tax-exempt status under the Internal Revenue Code.

8.2 Budget. On or before the Annual meeting, the Board shall approve and mail, email or send by electronic communications to each Member a budget for the forthcoming fiscal year. The Board shall cause a copy of an audited operating statement to be prepared showing income and disbursements for the preceding fiscal year, which statement summary shall be mailed to each Member within one hundred eighty (180) days after the end of the fiscal year.

8.3 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 or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be jointly signed by the Executive Officer and countersigned by the Chairperson, or a Vice Chairperson or the Treasurer of the Association.

8.4 Contracts. The Board may authorize any officer or officers, agent or agents, or employees 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.

8.5 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.

Article 9 Enforcement Powers and Procedures

9.1 Procedure. Each Owner or his/her tenants, guests and/or invitees of any Unit, Lot or Tract shall comply with all applicable Governing Documents. Each Owner shall be responsible to the Association for compliance with the foregoing by his/her tenants,

guests and/or invitees. The Association shall have the right (but not the obligation) to enforce the above, through its procedure adopted by resolution of the Board, abatement of the violation by the Association, or by proceedings either at law or in equity against any Person(s) violating or attempting to violate any of the Governing Documents. Legal proceedings may be either to restrain violation of the Governing Documents or to recover damages or both. Such procedures adopted by the Board to enforce the Governing Documents shall include provisions for due process (including but not limited to notice and an opportunity to be heard at a regular meeting of the Board) for Person(s) violating or attempting to violate any of the Governing Documents.

9.2 Discretion. The decision to have the Association pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that under the circumstances of a particular case: 1) the Association's position is not strong enough to justify taking any or further action; or 2) the covenant, restriction or rule being enforced is, or is likely to be construed as inconsistent with applicable law; or 3) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or 4) it is not in the Association's best interest, based upon hardship, expense or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be deemed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule, nor shall it preclude any Owner from taking action at law or in equity to enforce the Governing Documents.

9.3 Costs of Enforcement. Costs incurred for enforcing the provisions of the Governing Documents (inclusive of giving notice of the violation), costs of correcting the defect or undoing the violation, if undertaken by the Association or any fines levied against the Owner after the Owner or his/her tenants, guests and/or invitees is determined by the Board to be in violation of the Governing Documents shall be paid by the Owner. Any costs incurred for enforcing the provisions of the Governing Documents, for correcting the defect or undoing the violation, or fine assessed against the Owner that is not paid within sixty (60) days as provided for in Article 7, Section 7.6 above, may result in a lien being recorded against the Unit, Lot or Tract and/or the Owner's interest therein, such lien to be enforceable by sale under the laws of the State of Montana. Such a lien may be recorded at the applicable county clerk and recorder's office.

Should any lawsuit, arbitration or other legal proceeding be instituted by the Association against an Owner alleged to have violated one or more of the provision of the Governing Documents and should the Association be wholly or partially successful in such proceeding, the offending Owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees and costs.

9.4 Delegation. The Board may delegate any of its obligations with respect to enforcement as set forth above to its Staff or any committee of the Board, including but not limited to the BSAC; except that any decision to pursue or not pursue any legal proceeding may not be delegated and shall be determined by the Board.

9.5 Remedies Cumulative. Each remedy provided under this Article 9, is cumulative and not exclusive.

9.6 Joint and Several Liability. In the case of joint ownership of a Unit, Lot or Tract, in any form, the liability of each Owner thereof in connection with the liabilities and obligations of Owners as set forth in or imposed by the Governing Documents shall be joint and several.

Article 10 Association Jurisdiction

10.1 Existing Jurisdiction. The property within the existing jurisdiction of the Association is described in Exhibit A to these Bylaws. Property within the jurisdiction of the Association is subject to all provisions of the Governing Documents. Exhibit A may be amended by a majority vote of the Board without a Membership vote or approval in the event that a title search determines a property is within the BSOA jurisdiction.

10.2 Expansion of Jurisdiction. The jurisdiction of the Association may be expanded by annexation of other real property, subject to the approval of the Board unless such expansion whether at annexation or at full development, would cause the total number of Membership Interests to increase by more than fifteen percent (15%) per fiscal year over the number of Membership Interests of record at the beginning of the fiscal year. Any additions that would cause the total Membership Interests to increase by more than fifteen percent (15%) per fiscal year shall be approved by the Membership Interests as provided in Article 2, Section 2.11 of these Bylaws. Such annexation shall be accomplished by filing in the Public Records of Gallatin or Madison Counties, as appropriate, a supplement to Exhibit A describing the property being annexed. Such supplement shall not be deemed an amendment to the Bylaws. Annexation shall require the consent of the owner of such property, and such property must be subject to recorded Declarations requiring the Owners thereof to be Members of the Association, subject to the Governing Documents. Nothing herein shall be construed to require the Association to annex or develop any property whatsoever.

Any such annexation shall be effective upon the filing of record of such supplement and Declarations, unless otherwise provided therein. Upon annexation the Owner(s) of the annexed property shall become full Members in the Association and be allocated Membership Interests on the same basis as existing Members in the Association as set forth in Article 2 of these Bylaws. The Board, in its sole discretion, may impose a fee to be paid by the Owner(s) of the annexed property to defray any costs of annexation.

Article 11
Miscellaneous

11.1 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.

11.2 Interpretation and Amendment. The Board shall have the power to interpret all the provisions of these Bylaws and such interpretation shall be binding on all Persons. These Bylaws may be amended from time to time whenever a Membership vote taken pursuant to Article 2 of these Bylaws approves such amendment by two-thirds majority of all votes entitled to be cast by the Members of the Association in Good Standing.

IN WITNESS WHEREOF, the undersigned Chairperson of the Board of Directors of the Big Sky Owners Association, Inc. hereby certifies that these Amended and Restated Bylaws have been duly adopted by the Association and a vote of at least 2/3rds of the all votes cast of the Membership Interests by Written Ballot and these Bylaws hereby supersede those bylaws as referenced in Article 1, Section 1.1 above.

By: _____
Gary Walton, Chairperson

IN WITNESS WHEREOF, the undersigned Secretary of the Board of Directors of the Big Sky Owners Association, Inc., hereby certifies that these Amended and Restated Bylaws were approved and adopted by the Board of Directors of the Big Sky Owners Association, Inc. at its regularly held meeting on the — day of _____.

and: _____
Maggie Good, Secretary

STATE of MONTANA)

: ss.

County of Gallatin)

On this ____ day of _____, _____, before me, a Notary Public in and for said State, personally appeared Gary Walton **as the Chairperson of the Big Sky Owners Association, Inc.** and acknowledged to me that he executed the same on behalf of the corporation pursuant to the power and authority vested in him.

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

Notary Public for the State of Montana
Residing at: Big Sky, Montana
My commission expires:

STATE of MONTANA)

: ss.

County of Gallatin)

On this ____ day of _____, 2008, before me, a Notary Public in and for said State, personally appeared **Maggie Good as the Secretary of the Big Sky Owners Association, Inc.** and acknowledged to me that she executed the same on behalf of the corporation pursuant to the power and authority vested in her.

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

Notary Public for the State of
Montana
Residing at: Big Sky, Montana
My commission expires:

Exhibit A
Legal Description

The following described lands shall be included in the Association's Jurisdiction and subject to the provisions of the Articles of Incorporation and Bylaws of the Big Sky Owners Association, Inc.

All of the lands contained within the subdivisions and tracts known as:

- (1) Big Sky of Montana, Inc., Meadow Village Second Filing, Gallatin County, Montana [Plat Reference: I-12 and any amendments thereto];
- (2) 25 Lot Addition to Meadow Village, Second Filing, Gallatin County, Montana [Plat Reference: J-157 and any amendments thereto];
- (3) Big Sky of Montana, Inc., Sweetgrass Hills Subdivision, Gallatin County, Montana [Plat Reference: H-36 and any amendments thereto];
- (4) Big Sky of Montana, Inc., Mountain Village, Cascade Subdivision, Madison County, Montana [Filed April 27, 1973, Recorded in Book 4 of Plats, Page 74-81 and any amendments thereto];
- (5) Phases I and II of Aspen Grove Subdivision [Plat Reference: J-240 and any amendments thereto and Plat Reference; J-246 and any amendments thereto]
- (6) Tracts 1-8 of Certificate of Survey No. 1739 (and any amendments thereto), Township 6 South, Range 3 East, M.P.M., Gallatin County, Montana (commonly known as the Northfork Properties);
- (7) N1/2 and the N1/2 of the S1/2 of Section 17, Township 6 South, Range 3 East, P.M.M., Madison County, Montana (commonly known as Beehive Basin)

In addition to the above the following real property is also in the Association's Jurisdiction:

Madison County, State of Montana

Township Six (6) South, Range Two (2) East, M.P.M.
Section 25: All

Township Six (6) South, Range Three (3) East, M.P.M.
Section 17: All, excluding South ½ of South ½ of Section.

Section 19: All

Section 29: All, excluding Tract 1 of Section 29, Township Six (6) South, Range Three (3) East.

Section 30: All

Section 31: NW¹/₄ & NW¹/₄NE¹/₄ & W¹/₂NE¹/₄NE¹/₄ less all Yellowstone Mountain Club Subdivision in Section 31, Township 6S, Range 3E.

Gallatin County, State of Montana

Township Six (6) South, Range Three (3) East, M.P.M.

Section 22: All that part of the Northeast half of Section 22, including North Fork properties and COS 1740 Tract 1 NW4, NE4 & SE4.

Section 23: South half of Section 23, Township 6, South, Range 3 East

Section 25: All, including Crail Creek Minor Subdivision No. 259 and Tract 2 of COS 1875.

Section 26: Sweetgrass Hills Subdivision, excluding LMR COS 2264, 1A; 1701, Tract 2; 1033E, Tract 1; 1033C Tract B-2B; 1033B, Tract B-2A; 1033D, Tract 1; 1033G, Tract 2B; 1033G, Tract 2A; 958B, Tract 1-3; 2826, Tract 1B

Section 27: All; excluding that portion of Section 27 lying within the Antler Ridge Subdivision as shown on the Final Plat of Antler Ridge Subdivision [Plat Reference J-329].

Section 34: Aspen Groves Subdivision

Section 35: All, excluding that portion of Section 35 known as Big Sky Hidden Village Condominiums.

Section 36: All