

Bylaws

J-7199 427809

BYLAWS OF
CHIEF CLIFF ESTATES HOMEOWNERS
ASSOCIATION INC

CHIEF CLIFF ESTATES HOMEOWNERS ASSOCIATION INC

TO

PUBLIC, THE

S 1/2 SECTION 13 TOWNSHIP 24N RANGE 22W

STATE OF MONTANA }
County of Lake } SS
Filed on this 6th day of August
A.D. 2012 at 12:10 P.M.
RUTH E. HODGES
County Clerk and Recorder
By Michelle Kelle Deputy
FEE 20

BYLAWS
OF
CHIEF CLIFF ESTATES HOMEOWNERS
ASSOCIATION INC.

Article I

Name and Location

The name of the corporation is Chief Cliff Estates Homeowners Association Inc. hereinafter referred to as the "Association". The principle office of the corporation shall be located at 2295 Twin Creeks Way, Ronan, MT 59864, but the meetings of members and directors may be held at such places within the State of Montana, County of Lake, as may be designated by the Board of Directors.

Article II

Definitions

Section 1. "The Bylaws shall mean this document and as amended from time to time.

Section 2. "Architectural Control Committee" shall mean and refer to the Chief Cliff Estates Homeowners Association Inc., as provided for in the Declaration.

Section 3. "Association" shall mean and refer to the Chief Cliff Estates Homeowners Association Inc., a Montana non-profit corporation pursuant to the Act, its successors and assigns, as provided for in the Declaration.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Chief Cliff Estates Homeowners Association Inc., located in Range 22w, Township 24n, and south 1/2 Section 13. Located in Elmo, Lake County, Montana *005 5913.2,*

Section 5. "Declarant" shall mean and refer to EREH, INC. , the Declarant in the Declaration, its successors and assigns, (if such assigns should acquire more than *then* one undeveloped Lot from the Declarant for the purpose of development and/or construction of homes).

Section 6. "FHA" shall mean and refer to the Federal Housing Administration.

Section 7. "Lot" and /or "Lots" shall mean and refer to each of the Lots as defined in the Declaration and all Supplemental Declarations. References herein to "the Lots" each lot shall mean and refer to Lots as defined respectively in the Declaration and all Supplemental Declarations.

Section 8. "Member" and /or "Members" shall mean and refer to all those Owners (as defined below) who are Members of the Association as provided in the declaration and all Supplemental Declarations.

Section 9. "Owner" shall mean and refer to the record Owner, if such Lot is subject to a term purchase contract with Declarant, to the contract seller, whether one or more persons or entities of the fee simple title to any Lot which is a part of the Properties, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgage unless and until such mortgage has acquired title pursuant to foreclosure or any processing in lieu of foreclosure. References herein to "the Owners (any Owner) in the Subdivision" shall mean and refer to Owners as defined respectively in the Declaration and all Supplemental Declarations.

Section 10. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the scheme of the Declaration and the jurisdiction of the Association under the authority provided in the Declaration. References herein (whether specific or general) to provisions set forth in "any (all) Supplemental Declaration(s)" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

Section 11. "The Properties" shall mean and refer to the Properties described in the Declaration which are subject to the restrictions, Covenants, Conditions, Stipulations and Reservations of the Declaration.

Section 12. "VA" shall mean and refer to the Veterans Administration.

Article III Meeting of Members

Section 1. Annual Meetings. The regular annual meeting of the Members of the Association shall be held on the third Monday in November of each year beginning in the year 2002, at 10 a.m., at the principle office of the Association. *change* If such date for the annual meeting of Members is a legal holiday, the meeting will be at the same hour of the first day following which is not a legal holiday. The failure to hold the regular annual meeting at the designated time shall not work a dissolution of the Association.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon the written request of the Members who are entitled to vote one-fourth(1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each special meeting of Members shall be given by, or at the direction of, the secretary or any person or persons authorized to call a meeting, by mailing a copy of such notice, postage paid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to *30 days*

the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. ~~Notice of annual meetings shall not be required, but may be given in a like manner.~~ X

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, an applicable Supplemental Declaration, or these Bylaws. If however, such quorum shall not be present or represented at the meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Board of Directors. The affairs of this Association shall be managed by a Board of Directors of not less than three (3) directors who ~~need not~~ be members of the Association. The number of Directors may be increased or decreased from time to time by amendment of the Bylaws in accordance with Article XII hereof.

in Good Standing

Section 2. Term of Office. The initial directors for the Association set forth in the Articles of Incorporation shall hold office until the 2003 annual meeting, and thereafter until their successors are duly elected and qualified. There shall be three (3) positions on the Board of Directors. At the annual meeting of 2002, the Members shall elect one director for a term of one (1) year, one director for a term of two (2) years, and one director for a term of three (3) years. Any vacancy, from whatever cause, occurring in the Board of Directors shall be filled by appointment made by the remaining Director or Directors. The person appointed by the remaining directors to fill such vacancy shall serve for the remainder of the unexpired term of said appointed director's predecessor, and thereafter until his successor is duly elected and qualified. At each annual meeting thereafter the Members shall elect that number of Directors equal to the number of Directors whose terms expire at such time, such Directors to serve for a term of three years.

Section 3. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a

3 Directors

must be a

member of the Board of Directors, and two or more persons who may, but not need be, Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. ~~Such nomination may be from among Members or Non-Members.~~

out

Section 4. Election. Election to the Board of Directors shall be by secret ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the declaration or any applicable Supplemental Declaration. The persons receiving the largest number of votes shall be elected.

Section 5. Removal. No Member of the Board of Directors shall be removed from office except for malfeasance in the conduct of his duties. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board of Directors and shall serve for the unexpired term of the predecessor.

Section 6. Compensation. No director shall receive compensation for any services rendered to the Association; provided, however, any director may be reimbursed for actual expenses incurred in the performance of duties.

*duties as a director
the parent's
See Article 6*

ARTICLE V MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any director after not less than five (5) days notice to each director, which such notice may be waived at or prior to such meeting.

Section 3. Quorum. A majority of the number of directors, but not less than two (2) directors, shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which quorum is present shall be regarded as the act of the Board of Directors.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all of the Members of the Board of Directors. Such consent shall be placed in the minute book of the association

with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the following rights and powers:

- (a) to suspend the voting rights of a Member during the period said Member is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against said Members Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (b) to exercise for the association all rights, powers duties and authority granted, vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration or applicable Supplemental Declaration; and
- (c) to designate a depository for the funds of the Association and to designate officers or other persons who shall be authorized to withdraw funds and sign checks on such account; and
- (d) to designate an officer of the Association or other ^{member} person who shall be authorized to sign all leases, mortgages, deeds, promissory notes and other written instruments on behalf of the Association; and ^{2 officer's or director}
- (e) employ a ^{manager} manger, an independent contractor or such other employee as they deem necessary, and to prescribe their duties and the terms of employment or services; and ^{to sign checks and/or}
- (f) adopt and publish rules and regulations governing the use of Common Area and facilities, and the personal conduct of the members and guest thereon, and to establish penalties for the infraction thereof.

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

- (a) supervise all officers, agents, and employees of the Association, and see that their duties are properly performed; and
- (b) fix the amount of the annual assessment (and special assessments) against properties subject to the jurisdiction of the Association for each assessment period at least thirty (30) days in advance of such date or period and, at that time, prepare a roster of the properties and assessments applicable hereto; and , further, to take such actions as it deems appropriate to secure payment thereof; and
- (c) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities. If any, owned or leased by the Association; and
- (d) cause the Common area to be maintained.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president; a vice president; a secretary; and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

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

Section 3. Term. The officers of the association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless said officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Execution of association Documents. In the absence of a designation by the Board of Directors of an officer or other person authorized to sign all leases, mortgages, deeds, promissory notes, checks and other written instruments, any officer of the association may sign such documents on its behalf except that any two officers must sign each promissory note executed by the Association.

Section 8. Duties. The duties of the officers of the Association are as follows: (all such duties may be required of a manager if the Association and its officers so elect).

President

- (a) The president shall preside at all meetings of the Board of Directors and shall see that orders and resolution of the Board of Directors are carried out.

Vice-President

- (b) The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board of Directors.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds; keep proper books of account; keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by Members of the Association during normal business hours.

ARTICLE VIII COMMITTEES

The association shall appoint a Nominating Committee, as provided in section 3 of Article IV of these by laws. The Board of Directors may appoint other committees as deemed appropriate in carrying out the Association's purpose.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the association, where copies may be purchased at a reasonable rate.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each Owner is obligated to pay to the Association certain annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. In the event an Owner's assessment is delinquent in excess of thirty (30) days, any services provided for the Members and funded from the annual or special assessments may be terminated. If the assessment is not paid within

thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of said Owner's Lot.

ARTICLE XI ROAD MAINTENANCE AGREEMENT

Now in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the association agrees as follows:

1. Definitions.

1.1 Maintenance. Maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in a good and passable condition by 2 wheel drive passenger vehicles. The maintenance to be undertaken and performed pursuant to this Agreement includes the following:

a. Filling of chuckholes, grading of washboards on road surface and putting additional gravel on the road surface to keep the roadway as nearly as possible in good and drivable condition. Any additional maintenance deemed necessary or advisable, but not included within the maintenance specified above, ~~shall not~~ shall be

evaluated by the Board of Directors

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference that name of the Association and within the center the Montana.

ARTICLE XII *XIII* AMENDMENTS

Section 1. Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy. However, the FHA or the VA shall have the right to veto any such amendments while there is a Class B membership.

Section 2. Conflict. In the case of any conflict between the Article of Incorporation and these Bylaws, the article shall control, and in the case of any conflict between the Declaration or applicable Supplemental Declaration and these Bylaws, the Declaration or applicable Supplemental declaration shall Control.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

In WITNESS WHEREOF, we the directors of the Chief Cliff Estates Homeowners Association Inc have hereunto set our hands this 24 day of August 2002.

Steven Crofts

Director

Judith Cook

Director

STATE OF MONTANA)

: ss.

COUNTY OF FLATHEAD)

On this 24 day of August 2002, before me . the undersigned a Notary Public for the State of Montana, appeared Steven Crofts and Judith Cook that have executed the within instrument and acknowledged to me that such corporation executed the same.

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

William A. Armstrong

Notary Public for the State of Montana
My Commission Expires:



NOTARY PUBLIC-MONTANA
Residing at Columbia Falls, MT
My Comm. Expires 7-7-03

FIRST AMENDMENT TO THE BYLAWS OF CHIEF CLIFF HOMEOWNERS
ASSOCIATION, RECORDED UNDER FILING NO. 427809

LEGAL DESCRIPTION OF REAL PROPERTY IS DESCRIBED AS FOLLOWS:

The South half of Section Thirteen (Subject to R/W), Township Twenty Four North, Range Twenty Two West, Situate in Lake County, Montana

Also known as Chief Cliff Estates.

ARTICLE III

MEETING OF MEMBERS

SECTION 1, ANNUAL MEETINGS

Contrary to Annual Meetings, stating "the regular annual meeting of the members of the association shall be held on the third Monday, in November, of each year beginning in the year 2002, at 10:00 a.m., at the principle office of the association",

Said Section 1, Annual Meeting, shall be AMENDED to read: The regular annual meeting of the members of the Association shall be held in September of each year, at location to be determined yearly. Notice will be given in the Minutes which will be provided to each lot owner after the annual meeting, each year.

Section 3. Notice of Meetings. Written notice of each special meeting of Members shall be given by, or at the direction of, the secretary or any person or persons authorized to call a meeting, by mailing a copy of such notice, postage paid, at least 30 days, rather than 15 days as stated in Bylaws recorded under Recording No. 427809.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Board of Directors. Contrary to said Section 1, Board of Directors stating "The affairs of this Association shall be managed by a Board of Directors of not less than three (3) directors who need not be members of the Association", said Section shall be AMENDED to read as follows: "The affairs of this Association shall be managed by a Board of Directors of not less than three (3) directors who are members of the Association in good standing." Directors must be owners from different lots. Only one (1) Director at a time per lot.

Section 3. Nomination. This Section 3 shall be AMENDED to read: Nomination for election to the Board of Directors shall be made by a Nominating Committee, or Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more persons who must be a Member of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 6. Compensation. Contrary to reading "no director shall receive compensation for any services rendered to the Association", it shall be AMENDED to read, "No director shall receive compensation for any duties rendered to the Association"; provided, however, any director may be reimbursed for actual expenses incurred in the performance of duties.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the following rights and powers:

(d) Said Section 1, (d) reads: to designate an officer of the Association or other member who shall be authorized to sign all leases, mortgages, deeds, promissory notes and other written instruments on behalf of the Association; shall be AMENDED to read: to designate two (2) officers of the Association or other

members who shall be authorized to sign all leases, mortgages, deeds, promissory notes, checks, and any and all written instruments on behalf of the Association.

Section 3. INDEMNIFICATION (Adding this new section)

No officer or Director shall be personally liable for any obligations of the Corporation or for any duties or obligations arising out of any acts or conduct of said officer or Director performed for or on behalf of the Corporation. The Corporation shall and does hereby indemnify and hold harmless each person and his heirs and administrators who shall serve at any time hereafter as a Director or officer of the Corporation against any and all claims, judgments and liabilities to which such person shall become subject by reason of his having been a Director or officer of the Corporation, or by reason of any action alleged to have been taken or omitted to have been taken by him as such Director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with the defense or payment of any such claim or liability; this shall include the duty or power to defend such person from all suits or claims as provided for under the provisions of the Montana Business Corporation Act; provided however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his own criminal, intentional or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which he may lawfully be entitled, nor shall anything herein contained restrict the right of the Corporation to indemnify or reimburse such person in any proper case, even though not specifically herein provided for. The Corporation, its Directors, officers, employees and agents shall be fully protected in taking any action or making any payment, or in refusing so to do in reliance upon the advice of counsel.

The indemnification herein provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such officer, and shall continue after such person has ceased to be a Director, officer or employee, and shall inure to the benefit of the heirs, executors and administrators of such person.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, either or not the corporation would have the power to indemnify him against such liability under these provisions or of the Montana Business Corporation Act.

The right of any person to be indemnified shall be subject always to the right of the Corporation by its Board of Directors, in lieu of such indemnification, to settle any such claim, action, suit or proceeding at the expense of the Corporation by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VII

OFFICERS & THEIR DUTIES

SECTION 6, VACANCIES

Section 6. Vacancies. Spelling of vancany, corrected to vacancy.

Section 7. Execution of association Documents. Said Section 7 states: In the absence of a designation by the Board of Directors of an officer or other person authorized to sign all leases, mortgages, deeds, promissory notes, checks and other written instruments, any officer of the association may sign such documents on its behalf except that any two officers must sign each promissory note executed by the Association.

Said Section 7 shall be AMENDED as follows: In the absence of a designation by the Board of Directors of an officer or other person authorized to sign all leases, mortgages, deeds, promissory notes, checks and other written instruments, any two (2) officers of the association may sign such documents on its behalf.

ARTICLE X

ASSESSMENTS

Said Article X, Assessments states: As more fully provided in the Declaration, each Owner is obligated to pay to the Association certain annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. In the event an Owner's assessment is delinquent in excess of thirty (30) days, any services provided for the Members and funded from the annual or special assessments may be terminated. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of said Owner's Lot.

Contrary to Article X, Assessments, Said Article shall be amended to read: "If the assessment is not paid by April 1st, legal proceedings will begin to include, but not be limited to the following: posting of a lien on property to include costs of filing, late fees, court fees, and attorney fees.

ARTICLE XI

ROAD MAINTENANCE AGREEMENT

1.1 Maintenance. Modified to read: Maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in a good and passable condition. This would be deleting "by 2 wheel drive passenger vehicles."

Maintenance. 1.1a

This paragraph shall be completed to read as follows:

- a. Filling of chuckholes, grading of washboards on road surface and putting additional gravel on the road surface to keep the roadway as nearly as possible in good and drivable condition. Any additional maintenance deemed necessary or advisable, but not included within the maintenance specified above, shall be evaluated by the Board of Directors.

CORRECTION OF ARTICLE NUMBERS

In the original ByLaws recorded under Filing No. 427809, some of the Article Numbers have been inaccurate. For instance, Article XII Corporate Seal and Amendments both have the same number. Hence, the Article Numbers will be corrected as we go. Article XII shall remain CORPORATE SEAL, AMENDMENTS shall become Article XIII. The terms and conditions of both of these Articles shall remain the same, with the terms unchanged.

ARTICLE XIV

MISCELLANEOUS

Said Article XIV (prior know as Article XIII) states "the fiscal year of the association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the association." This article was amended to read "the year is from October 1, to the following September 30th", as recorded under recording no. 452738. The article as amended under recording no. 452738, shall be changed back to the original status of "the fiscal year of the association shall begin on the 1st day of January and end on the 31st day of December of every year."

Further, dues received on February 1st, or thereafter, will incur a late fee of \$25.00.

Delinquent dues, if not paid by April 1st, legal proceedings will begin, to include but not be limited to the following: Posting of a lien on property to include costs of filing, late fees, court fees, and attorney's fees.

All Lot owners shall pay \$50.00 per year into a road maintenance, common area expenses and pay all expenses in connection therewith and pay all office and other expenses incident to the conduct of the business of the corporation,

including all licenses, taxes or government charges levied or proposed on the corporation.

The homeowners association shall charge a \$10.00 fee to transfer a name in their ownership record. The title companies and/or closing agent's, shall collect the \$10.00 and send monies, names and address changes of the new lot owners to the Treasurer of the Chief Cliff Estates Homeowners Association. Said fee shall be paid by the new purchaser.

The Directors, President, Vice President, Secretary and Treasurer shall have the authority to increase or decrease the \$50.00 per year, as they determine, by the unanimous vote of them all.

ALL OTHER TERMS AND CONDITIONS IN SAID BYLAWS SHALL REMAIN THE SAME.

IN WITNESS WHEREOF, we the Directors of the Chief Cliff Estates Homeowners Association, Inc. have hereunto set our hands this 13 day of Oct. 2016.

[Signature]
Director
[Signature]
Director
[Signature]
Director

State of Montana)

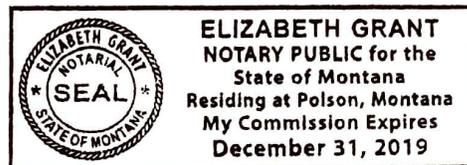
:SS

County of Lake)

On this 13 day of Oct 2016, before me the undersigned, a Notary Public in and for the State of Montana, appeared Marshall Moorhouse Jr that they/she/he have executed the within instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Notary seal the day and year written above.

[Signature]
Notary Public for the State of Montana
My commission expires: 12-31-19



This Notary Acknowledgement is attached to First Amendment to the ByLaws of Chief Cliff Homeowners Association, recorded under Filing No. 427809

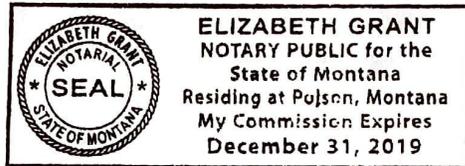
State of Montana)

County of Leake :SS

On this 13 day of OCT 2016, before me the undersigned, a Notary Public in and for the State of Montana, appeared Richard D. Waltman that they/he/she have executed the within instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Notary seal the day and year written above.

Elizabeth Grant
Notary Public for the State of Montana
My commission expires: 12-31-19



This Notary Acknowledgment is attached to the ByLaws of Chief Cliff Homeowners Association, recorded under Filing No. 427809

State of Montana)

:SS

County of Mineral

On this 13th day of December 2016, before me the undersigned, a Notary Public in and for the State of Montana, appeared Katie Thompson that they/he/she have executed the within instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Notary seal the day and year written above.

Diane L. Jodsaas
Notary Public for the State of Montana
My commission expires:

