BYLAWS
OF
JUNIPER BEND HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of the corporation is Juniper Bend Homeowner's Association, Inc., hereinafter referred to as the "Association". The address of the corporation is P.O. Box 8673, Kalispell, Montana 59904-8673. All meetings of the members shall be held at such time and place within the State of Montana, County of Flathead, as may be designated by the Board of Directors. The meetings of the Board of Directors shall be at such time and place designated by the Board of Directors.

ARTICLE II
Definitions

Section 1. "Association" shall mean and refer to Juniper Bend Homeowner's Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Juniper Bend, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to each townhouse unit shown on the plat.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, and any amendments thereto, applicable to the Properties recorded in the Office of the Clerk and Recorder, Flathead County, Montana.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
Meeting of Members

Section 1. Annual Meetings. The annual meeting of the members shall be held at a time and place determined by the Board of Directors.

Section 2. Special Meetings. Special Meetings of the members may be called at any time by the President of the Board of Directors, or upon written request of 1/3 of the members of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 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 the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting; and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to vote, or of proxies entitled to vote, shall be no less than 51% of the membership and shall be a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any 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.

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. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Voting/Limitation. Although every owner of a unit is a member, in no event shall more than one vote be cast for any living unit.

ARTICLE IV
Board of Directors: Selection - Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, two of which must be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) Directors: one Director for a term of one year, one Director for a term of two (2) years, and one Director for a term of three (3) years; and, at each annual meeting thereafter, the members shall elect for a term of three (3) years a number of Directors equal to the number of Directors whose terms are ending at the time of the annual meeting, provided that the Association, by a single majority vote, may elect a Director for a term less than three (3) years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
Nomination and Election of Directors

Section 1. 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 member of the Board of Directors, and two or more 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 and such appointment shall be announced at each 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 2. Election. Election to the Board of Directors shall be by a vote of the majority of a quorum at a meeting of the members of the Association, provided that in no event shall more than one vote be cast with respect to any living unit.

ARTICLE VI
Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

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 two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the maintenance and use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting which such statement is requested in writing by 1/3 of the members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien after thirty (30) days of receipt of written notice of the filing of the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association; and,

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII
Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such officers as the Board may from time to time by resolution create.

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

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

Section 4. Special Appointments. The Board 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 may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed form office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified herein, 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. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see the orders and resolutions of the Board

are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all the papers requiring said seal; serve notice of meetings of the Board 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.

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

ARTICLE IX
Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. 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 twelve per cent (12%) 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 attorneys fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or by abandonment of his Lot.

ARTICLE XI
Corporate Seal

The Association shall have a seal in circular form having within its circumference the words Juniper Bend Homeowner's Association, Inc.

ARTICLE XII
Amendments

Section 1. These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of owners of the living units, provided that each unit is limited to one vote.

Section 2. In the event of any conflict between these By-Laws and the Declaration, the Declaration shall control.

ARTICLE XIII
Miscellaneous

The fiscal year of the Association shall be January 1 through December 31 of every year.

Adopted this 14th day of September, 2004, by unanimous vote of the members at the annual meeting of the Juniper Bend Homeowner's Association, Inc.

Board of Directors:

Attest:

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_____

Secretary

_____

_____

I. Juniper Bend Homeowners Association

Common Area Rules and Regulations

I.

Juniper Bend Homeowners Association

Common Area Rules and Regulations

INTRODUCTION

The common area, the subject of these Rules and Regulations, consists of the following:

1) Juniper Bend Drive/Private Street:

As a private street, Juniper Bend Drive, is owned and maintained by the Juniper Bend Homeowners Association with dues from its members used for both snow removal and all necessary repair, maintenance and upkeep.

Juniper Bend Drive, although open to the public, is primarily for the use of the townhome owners, their family and guests.

Parking of automobiles on Juniper Bend Drive is permitted on a limited basis for use by the townhome owners, their family and guests for vehicle parking when absolutely necessary as primary automobile parking should be confined to the off street driveways and garages on the individual townhome lots.

During the winter time, all street parking is discouraged so as to provide easy access for our snow plow contractor to uniformly plow Juniper Bend Drive and maintain it free of snow.

2) General Common Area Land/Lawn:

This Common Area consists of all of the lawn area surrounding the town homes generally improved with grass lawn which is maintained by JBHOA with the homeowners dues. Although the underground sprinkling system is in the common

area, and the cost, repair and maintenance of the sprinkler system is paid by JBHOA; nonetheless, the operation and water bill for the sprinkler system is the individual responsibility of each townhome owner for that portion of the underground sprinkler system connected and operated from each individual town home.

Sprinkling/irrigation is prohibited on the day scheduled for lawn maintenance/care and that day of the week will be set each year and notice will be given to the town home owners.

3) Riverfront Park/Pathway Common Area:

The pathway between Unit No. 208 and Unit No. 212 running to the riverfront park area is all common area maintained by JBHOA. The riverfront park area is for the use and enjoyment of the town home owners, their family and guests, together with the use of the pathway for egress and ingress to the riverfront park area.

The riverfront park area is to be used for restricted miscellaneous recreational use including picnic, barbeque and supervised family activities.

Townhome owners are encouraged to use the riverfront park and if a townhome owner desires to reserve the riverfront park area for a larger family picnic that may be accomplished by authorization from the JBHOA Board of Directors.

4) Golf Course Gate Access/Golf Cart Pathway:

The automatic gate with access to Buffalo Hills Golf Course, together with the blacktop golf cart pathway, is owned and maintained by JBHOA. Each townhome owner has a remote control which may be programmed with the code to operate the gate to gain access to Buffalo Hills Golf Course. Use of the gate is an amenity of each townhome owner for use by the owner, their family and guests to access the Golf Course.

The use of Buffalo Hills Golf Course by access from Juniper Bend is subject to compliance by the Juniper Bend Townhome Owners with all golf course rules, regulations, and etiquette. All pets are prohibited from being on the golf course and access to the golf course from Juniper Bend for the purpose of walking dogs or any other activity not authorized by Buffalo Hills Golf Course is strictly prohibited.

5) Pets

The restrictive covenants of Juniper Bend, together with Kalispell City Ordinance, require dogs to be on a leash under control of the owner at all times. All pets must be on a leash when upon the Common Area of Juniper Bend and the pet owners are required to clean up after their pets on any of the Common Area of Juniper Bend.

SUMMARY

The Common Area of Juniper Bend is for the use and enjoyment of the Townhome Owners, their family and guests; and, therefore, voluntary compliance with these Rules and Regulations is a matter of courtesy and respect toward the harmonious use and enjoyment of this Common Area property maintained by our homeowner assessments. See By-Laws for infraction penalties.