



Return to: Double-Tree Inc  
P.O. Box 10098  
Bozeman, MT 59719

**BYLAWS OF  
GALACTIC PARK RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.**

**1. PURPOSE AND APPLICATION**

These Bylaws are and shall be the Bylaws of the Galactic Park Residential Homeowners Association, Inc. These Bylaws shall govern and control the administration of the Galactic Park Residential Area, pursuant to the Covenants, Conditions and Restrictions for Galactic Park Subdivision Residential Property (hereinafter the "Covenants"), which are made a part hereof by this reference. All lot owners, their guests, invitees, lessees and sub-lessees present and future shall have the rights and responsibilities described in these Bylaws and shall be subject to the provisions thereof.

The acquisition of an ownership interest in a lot in the Galactic Park Residential Area signifies that the lot owner accepts, ratifies and agrees to comply with these Bylaws.

**2. MEMBERSHIP**

Persons owning a lot in the Galactic Park Residential Area shall be a member of the Galactic Park Residential Homeowners Association, Inc., hereinafter referred to as the "Association", as established concurrently with the acquisition of an ownership interest in a lot and terminates at the time such ownership interest is terminated. Such termination shall not relieve any owner of liability for obligations incurred while a member of the Association; further membership in the Association does not in any way negate or impair any owner's legal remedies, right to bring legal action, or defenses to any and all actions involving the Association, other lot owners, or the management which may arise from or be incidents of ownership.

**3. OBLIGATIONS**

Each Owner shall be obligated to comply with these Bylaws, the Articles of Incorporation, and the Covenants, Conditions and Restrictions of the Galactic Park Subdivision Residential Property, and the Governing Documents adopted therein. Such obligation shall include, but not limited to, the paying of assessments to the Association.

**4. MEETINGS AND VOTING**



A. Regular Meeting: There shall be a regular meeting of the Association annually on such date as determined by the Board of Directors of the Association and properly announced by the Board. The first meeting of the Association shall take place not more than 1 year following the date of execution of these Bylaws, if not sooner held.

B. Special Meetings: Pursuant to these Bylaws, the Association may at any time hold special meetings. Such special meetings may be called on the initiative of the President of the Association, or a petition signed by 25% of the total votes of the lot owners. Notice of any special meetings must specify the reason for such meeting and the matters to be raised. Only matters set forth in the petition or request may be brought before such meeting unless 75% of the votes present agree otherwise.

C. Notice: Notice of all meetings, regular or special shall be mailed by the Association's Secretary to every lot owner at their address of record at least ten (10) days prior to the time for holding such meeting. Such notices shall specify the date, time and place of the meeting and shall make provision to discretion of the owner. The mailing of a notice by the Secretary of the Association shall be considered as notice served. The lot owners shall have the responsibility of keeping the Association notified of their current addresses.

D. Quorum: No Owners' Association meeting, regular or special shall be convened to conduct business unless a quorum is present in person or by proxy. A quorum shall consist of at least twenty percent (20%) of the total votes of the lot owners. At any time, during any meeting that a quorum is not present, such meeting shall be adjourned forthwith. Whenever a quorum is present at a meeting of the Association, those present may do any and all acts they are empowered to do unless specific provision of these Bylaws, the Covenants, or the laws of the State of Montana.

E. Directors' Meeting: The Board of Directors shall have an annual meeting to elect officers and to take care of such annual business as preparing a budget and other matters. The President or a majority of the Board of Directors may call a special meeting of the Directors at any time upon three days written notice or upon 5 days oral or telephone notice. Notice of any meeting may be waived in writing. The Directors shall act by a majority vote.

**5. VOTING INTEREST**

A. Membership. The Association shall have one class of voting membership. The members shall be all Owners, each of which shall be entitled to one vote for each lot owned.

B. Method of Voting. In any situation where a Member is entitled personally to exercise the vote for his or her Unit, and there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one person seeks to exercise it. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

**6. BOARD OF DIRECTORS**

The governance of the Association shall be by a Board of Directors elected from among the lot owners. Such Board shall have all powers and responsibilities attended to the general administration and control of the subdivision. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified by these Bylaws, and all those powers enumerated or necessarily implied in the Governing Documents. The Board of Directors shall elect one of their numbers to serve on the Board of Directors of the Galactic Park Federation, Inc., as provided for in the Articles of Incorporation and Bylaws thereof. The Board may from time to time adopt, promulgate, enact, amend, and/or repeal rules and restrictions governing the use of lots within the Association, as provided for in the Covenants and Governing Documents.

The initial Board shall consist of Barbara Campbell, Knox Pilati, and \_\_\_\_\_. Thereafter, on the date of the first meeting of the Association, the Association shall elect from its membership a Board of Directors who shall consist of a number set by the Members, not more than five nor less than three, and the elected Directors shall elect a President, Secretary, Treasurer and such other officers as they shall determine. The manner of election of the Board shall be as follows: one or more members shall be nominated for each vacancy of Director. The Directors shall be elected by cumulative voting. The Directors shall elect the officers. The Secretary and/or Treasurer need not be a member of the Board of Directors. The term of each Director shall be three (3) years, except that upon the initial election of the Directors, the terms shall be staggered such at least one director has a one (1) year term and at least one director has a two (2) year term.

## **7. OFFICERS OF THE BOARD OF DIRECTORS**

A. **President**: The President shall preside at all meetings of the Association and meetings of the Board and shall have such other powers and duties as are provided in the Declaration, the Governing Documents, these Bylaws, or by law and as are ordinarily exercised by the presiding officer of the association, including the appointment of committees from among the Owners, and as may be delegated to him by the Board or the Association from time to time. The President shall appoint the members of the Architectural Review Committee.

B. **Secretary**: The Secretary shall record the proceedings of the meetings of the Board and meetings of the Association, shall keep the records of the Board and of the Association and shall have such other powers and duties as may be delegated to him or her by the Board of the Association from time to time.

C. **Treasurer**: The Treasurer shall be responsible for the funds of the Association and shall be responsible for keeping having kept full and accurate financial records and books of account showing all receipts and disbursements of the Association and any other financial data required by the Board. He or she shall be responsible for the deposit of all funds in the name of the Association in such depositories as may be designated by the Board and shall have such powers and duties as may be delegated to him or her by the Board from time to time. The Board may delegate such of the Treasurer's powers and duties to a manager as it deems advisable.

## **8. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

The Board of Directors shall have the following powers and duties:

- (1) To call annual meetings of the Association and give due notice thereof.
- (2) To conduct elections of the Board.
- (3) To enforce the provisions of the Articles of Incorporation, the Bylaws, the Covenants and the Governing Documents by appropriate action.
- (4) To levy assessments as allowed by the Covenants, these Bylaws, the Governing Documents, and the State of Montana, and provide for the collection, expenditure, and accounting of said assessments.
- (5) To prepare an annual budget for the subdivision in order to determine the amount of the assessments payable by lot owners, to meet the expenses, and to allocate and assess such charges among the lot owners for their pro-rata share of the budget each year, and to submit such budget to the lot owners on or before the date of the annual meeting.
- (6) To levy and collect base, special, and specific assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increase operating or maintenance expenses, costs, or additional capital expense, or for other reasons provided for the in the Governing Documents.
- (7) To file liens and to foreclose liens and to otherwise take appropriate legal action to collect any delinquent assessments, payments of amounts due from lot owners or from any person or persons

owing money to the subdivision, and to levy a penalty and to charge interest up to the legal rate on unpaid amounts due and owing.

- (8) To defend in the name of the Association any and all lawsuits wherein the Association is a party defendant.
- (9) To enter into contracts with third parties to carry out the duties set forth, for and in behalf of the Board and the Association.
- (10) To establish a bank account for the Association and to keep therein all funds of the Association. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.
- (11) To provide for an Architectural Review Committee of the Association.
- (12) In general, to act for and carry on the administration and affairs of the Association as authorized and prescribed by the Covenants or Governing Documents and to do all those things which are necessary and reasonable in order to carry out the governance and operation of the subdivision.

#### **9. VACANCIES AND REMOVAL**

Should a vacancy occur on the Board of Directors, the remaining Board, subject to the exception described below, shall appoint a member of the Association to serve for the unexpired term. Such vacancy shall be filled no later than the next regular Board meeting after which it occurs. Should such vacancy not be filled by the Board at the next regular meeting of the Association, the Association may fill such vacancy.

At any regular or special meeting of the Association, any member of the Board may be removed by a majority of the votes at such meeting. Such vacancy shall be filled by the Association. Such removal matter must be announced in the notice of such regular or special meeting. The personal delivery of such notice by the Secretary of the Association shall be considered notice served.

#### **10. COMPENSATION**

No member of the Board of Directors shall receive any compensation for acting as such, except to be reimbursed for approved expenses incurred in attending Board meetings or carrying out Board functions. Nothing herein however, shall be construed to preclude compensation being paid to managers who are hired by the Board.

#### **11. LIABILITY OF MEMBERS OF BOARD OF DIRECTORS**

No member of the Board shall be liable to the Association or any of the members or lot owners or any third party for harm injury, loss or damage suffered because of any action taken or omitted to be taken by any member of the Board serving as Board member in good faith if the Board member:

- (1) exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his own affairs; or
- (2) took or did not take action in reliance upon advise of counsel or upon statements or information of other lot owners or employees of the Association which he has reasonable grounds to believe.

#### **12. MANAGEMENT OF BUDGET**

A manager may be appointed and/or removed by the Board of Directors. The manager of any member of the Board or Association handling Association funds or having power to withdraw or spend such funds shall be bonded, and shall have maintained records of payments of said assessments by all lot owners. All records shall be available for examination during normal business hours to any lot owner or his or her assigned representative. All

functions and duties herein provided for the manager may be performed by the Board, or the Chairman or President, if the Board should decide not to have a manager.

The receipts and expenditures of the Association shall be under the direction of the Board or the manager and include a provision for:

- A. Current Expenses: Shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserve or to betterments. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.
  - B. Reserve for Deferred Maintenance: Shall include funds for maintenance and items which occur less frequently than annually.
  - C. Reserve for Replacement: Shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
  - D. Betterments: Shall include the funds to be used for capital expenditures for additional improvements or additional personal property which shall be a part of the common elements.
  - E. Preparation of Budget. The manager, if any, shall prepare and submit to the Board a budget, or the Board must prepare the budget each calendar year. The budget shall include the estimated funds required to carry out the functions of the Association, including a reserve for contingencies, to pay for services and materials furnished to the Association, and to provide the maintain funds for the foregoing accounts according to good accounting practices.
- Copies of the budget and proposed assessments shall be transmitted to each member on or before the date of the annual meeting of the Owners' Association preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. The budget shall be amended if necessary and approved by a majority of the total votes of the members voting in person or by proxy at the annual meeting.
- F. Reports. A financial report of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member at the annual meeting.

### **13. AMENDMENT OF BYLAWS**

These Bylaws may be amended at any regular or special meeting of the Association providing that a copy of the proposed amendment is included in the notice of such meeting. Upon a vote of over (75%) of the votes of members present and voting in person or by proxy at such meeting (based on one vote per lot), and with the written consent of the Class B Member during the Class B Control Period, the amendment shall be declared adopted.

The Secretary shall as soon as practicable after adoption, prepare a copy of these Bylaws as amended for certification by the President and Secretary of the Association. Bylaws as amended shall become effective at the time of such certification and a copy shall be mailed or delivered to each lot owner.

### **14. ASSESSMENTS**

In accordance with the Covenants, Governing Documents, and these Bylaws, each lot owner shall be assessed for the Association's expenses and obligations. Such assessments shall be collected and paid according to the terms and under the procedures more particularly set forth in the Covenants and Governing Documents. The amounts of assessments described above and any other assessments allowed by these Bylaws, the Covenants and Governing Documents, shall be fixed by the Board of Directors. Notice of each lot owner's assessments shall be mailed to said owner at his address of record.

### **15. FISCAL YEAR**

The fiscal year of the Association shall commence on January 1 of each year and end on December 31 of each year, unless changed by the Board of Directors.

#### **16. PROCESS BY THE ASSOCIATION**

In the event that an action is taken by the Association against any individual owner to enforce any part of the Bylaws, Covenants, or Governing Documents, or any rule or restriction, architectural standard, or architectural guideline adopted by the Association, said owner shall be afforded the opportunity to respond to the allegations, as provided herein:

- (1) Notice shall be given of the character of the violation and a summary of the facts supporting the violation.
- (2) An opportunity shall be afforded the Owner to appear before the Board or any committee of the Board to respond to such allegations.

Nothing in this Article shall be construed to prevent the Board from relying on its books and accounts for the proper payment of all base, special, and specific assessments, or from invoking any remedy provided for in the Governing Documents without the hearing or procedure provided for in this Article.

#### **17. MISCELLANEOUS**

- A. Costs and Attorney's Fees: In any proceeding arising because of an alleged default by a lot owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.
- B. No Waiver of Rights: The failure of the Association or of a lot owner to enforce any right, provision, covenant or condition which may be granted by the subdivision documents, shall not constitute a waiver of the right of the Association or lot owner to enforce such right, provision, covenant or condition in the future.
- C. Election of Remedies: All rights, remedies and privileges granted to the Association or a lot owner pursuant to any term, provision, covenant or condition of the subdivision documents shall be deemed cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted to such other party by the subdivision documents, or at law or in equity.
- D. Surplus: Any surplus of common expense payment by lot owners over the actual expenses (including the reserve for contingencies and replacements) during a fiscal year of the Association shall be applied towards common expenses for the following year or shall be applied in any other manner which shall benefit the Association and which, on the basis of the United States Federal Income Tax Law, regulations and interpretations existing from time to time, in the sole discretion of the Board, is most likely to avoid taxation of such surplus, provided that such application is consistent with the proportional interest of all the lot owners, and is not precluded by the terms of the Act, as amended from time to time.
- E. Parliamentary Rules: Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Articles of Incorporation (if any), the Protective Covenants, or these Bylaws.
- F. Invalidity: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance hereof, nor shall it affect the validity, enforceability, or effect of the Protective Covenants.

#### **18. THE COVENANTS AND GOVERNING DOCUMENTS**



The Covenants and Governing Documents shall govern the acts, powers, duties and responsibilities of the Association and in the event these Bylaws and the Covenants are in conflict, the Covenants shall prevail. The definition of terms set forth in the Covenants shall be applicable throughout these Bylaws and the interpretation thereof.

IN WITNESS WHEREOF, ZOOT PROPERTIES, LLC, a Montana limited liability company, as owner of record of all of the subdivision and 100% of the membership interest of thereof as of the date hereof, hereby certify, declare and affirm the adoption of the foregoing Bylaws on the 14<sup>th</sup> day of OCTOBER, 2005.

ZOOT PROPERTIES, LLC., a  
Montana Limited Liability Company

By:

Its: OWNER

STATE OF MONTANA )

ss.

County of Gallatin )

On this 14 day of October, 2005 before me, a Notary Public for the State of Montana, personally appeared Chris Nelson, known to me to be the Owner of ZOOT PROPERTIES, L.L.C., a Montana Limited Liability Company, and acknowledged to be that he executed the same pursuant to the power and authority vested in him.

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

Notary Public for the State of Montana

Printed Name: Kristene L. Vandersloot

Residing at: Bozeman

My Commission expires: August 31, 2008



Accepted and Adopted:

Director

Director

Director