

**BYLAWS OF
THE RANCH ASSOCIATION, Inc.**

ARTICLE I

NAME AND LOCATION OF PRINCIPAL OFFICE

The name of the corporation is The Ranch Association, Inc. The principal office of the corporation to be located in the home of the current Secretary of the Board of Directors, but the Board of Directors, if deemed necessary, shall have the authority to change the location of such principal office.

These Bylaws became effective January 11, 2004 and were amended July 7, 2014, December 3, 2014, June 14, 2015, April 14, 2017, September 18, 2018, and June 14, 2020. Each amendment was lawfully approved and has been incorporated into these Bylaws.

ARTICLE II

DEFINITIONS

Section 1. “Association” is The Ranch Association, Inc., and its successors and assign.

Section 2. “Declaration” is the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded on January 22, 2004 as Document No. 200402212210 (and any amendments to) in the office of Clerk and Recorder, Flathead County, Montana.

Section 3. “Properties” is that certain real property described in the Declaration and additions to, as shall be bought within the jurisdiction of the Association.

Section 4. “Common Area” are those areas designated and recorded as such on the Ranch Association Plat File No. 4-2-15, records of Flathead County, Montana, applies. It is intended that these areas are for the common use and enjoyment of all subdivision property owners.

Section 5. “Lot” is each tract of land, excluding the common areas, shown on the plat of The Ranch Association.

Section 6. “Owner” is the record owner, whether one of more persons or entities, of the fee simple title to any Lot that is part of the Properties, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.

Section 7. “Member” is those persons entitled to membership in the Association as provided in the Declaration.

ARTICLE III

MEETING OF ASSOCIATION MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members was held during the first year of incorporation of the Association. Subsequent regular annual meetings of the members shall be held on date, time and place as shall be determined by the Board of Directors after notice as provided in these Bylaws.

Section 2. Special Meetings. Special meetings of the members shall be called at any time by the President or by the Board of Directors, or upon written request of ¼ (one fourth) of the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of notice, postage prepaid, at least 30 days before meeting to each member entitled to vote thereat. Notice to be addressed to the member's last appearing address of the books of the Association, or supplied by member to the Association for the purpose of notice. The 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 of one tenth (1/10) of the membership, including proxies, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation. The Declaration, or these Bylaws. If, however, a quorum shall not be present 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 shall be present.

Section 5. Proxies. At a member's meetings to change a Section or an Article within the Declaration or within the Bylaws, each member shall vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. If no proxy designation is received, it is understood that the owner votes to agree with proposed change. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 6. Place of meetings. Meetings of members of the Association shall be held at places within the State of Montana, County of Flathead, as shall be designated by the Board of Directors.

Section 7. Limitation of Liability. The Board shall not be liable for failure to carry out any power enumerated in Article VII here, or elsewhere in the Declaration in cases in which there are not sufficient moneys in the Maintenance Fund to enable it to carry out its power. The Boards shall have sole power to determine for which authorized purposed moneys in the Maintenance Fund shall be spent including the power to determine how much shall be held in reserve Neither the Board nor any Member of the Board shall be liable to any unit owner, to any resident of The Ranch, nor to the Ranch Association on account of any action or failure to act of the Board.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION – TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by the Board of not less than five (5) or more than seven (7) Directors, who must be members of the Association.

Section 2. Term of office. At each annual meeting the Members shall elect for a term of two (2) years, or a number of years to be set by the Board of Directors, a number of Directors equal to the number of Directors whose terms are ending at the time of the annual meeting. All Board Members must be a member of the Association. The election of officers is to be divided into "odd" and "even" number of years, as follows. President, Secretary/Treasurer and one Board Member elected on even-numbered year. Vice President and two Board Members elected on odd-numbered year.

Section 3. Removal. Any Director shall 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 shall render to the Association. However, any Director shall be reimbursed for his actual out-of-pocket 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 by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

ELECTION OF DIRECTORS

Election to the Board of Directors shall be by secret written ballot. At election, the Association members present at the meeting shall cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Members of the Board shall not include more than one member from the same lot or their group of lots.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice at a place and hour as shall be fixed from time to time by resolution of the Board. Should that meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday. If a quorum of Board members is not able to attend, then that meeting shall be rescheduled to an agreeable date and time, after not less than five (5) days notice to each Director.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Board, or by any two 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 transaction of business. Every act of decision done or made by 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 and so recorded.

Section 4. Place of Meeting. Meetings of the Directors of the Association shall be held at places within the State of Montana, County of Flathead, as shall be designed by the Board of Directors. Members may also meet telephonically or electronically. Voting may be taken on any resolution or issue in person or electronically or telephonically, or subsequently ratified by written statement, facsimile, message or e-mail.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of the Properties, and the personal conduct of the members and their guests, and to establish penalties for the infraction;
- (b) Exercise for the Association, all powers, duties and authority vested in or delegated to this Association, and to see that their duties are properly performed;
- (c) Declare and enforce all covenants, conditions and restrictions contained in the Declaration, and enforce the Architectural Review Committee Covenants and decision

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 to the Members at the Annual Meeting of the Members, or at any special meeting when statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) Declare and enforce all covenants, conditions and restrictions contained in the Declaration, and enforce the Architectural Review Committee Covenants and decisions of the Committee;
- (d) As more fully provided in the Declaration to:
 - 1. Send written notice of each assessment to every Owner subject to an assessment at least thirty (30) days in advance of each annual assessment period, and affix the due date. (The Assessment period is January through December)
 - 2. Bills for the next fiscal year will be mailed on September 1st of the current year.
 - 3. There will continue to be a discount for the full payment received by January 31st of the billing year.
 - 4. Non-discounted dues can still be paid in two installments; the first payment by January 31st and the second by April 30th of the billing year.
 - 5. Any Dues not paid by May 31st of the billing year will be considered past due and subject to legal action.
 - 6. (the Board may) foreclose on the lien against any property for which assessments are past due.
- (e) Cause the Common Area to be maintained. Pay all maintenance fees associated with the private roadways and water system. The Board shall have sole power to determine for which authorized purposes moneys in the Maintenance Fund shall be spent including the power to determine how much shall be held in reserve. Neither a Board member nor a Board Officer shall take any action or expend any Maintenance Fund moneys on behalf of the Board without the expressed approval by the Board;
- (f) Conform to the statute governing non-profit corporation status. No part of the Maintenance Fund shall inure to the benefit of the Board or of the Architectural Committee except to reimburse the Board of Committee for direct, out of pocket reasonable expenses.

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/Treasurer, and other offices as the Board from time to time by resolution shall create.

Section 2. Election of Officers. The Members shall elect Officers at their annual membership meeting.

Section 3. Term. Each officer shall hold office for two (2) years unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. Resignation and Removal. The Board may remove any Officer from office with or without cause. Any Officer may resign at any time giving written notice to the Board, the President, or the Secretary. Resignation shall take effect on the date of receipt of notice or at any later time specified there. Unless otherwise specified in the notice, the acceptance of resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple offices. The same person shall hold the offices of Secretary and Treasurer, unless the Members affirmatively vote to elect separate individuals to these offices. 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:

President

The president shall preside at all meetings of the Board of Directors; shall cast votes only to break tie votes; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments.

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 other duties as shall be required of him by the Board.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Association members; keep the Corporate Seal of the Association and affix it on all papers requiring that Seal; serve notice of meetings of the Board and of the Association members; keep appropriate current records showing the Association members together with their addresses; and shall perform other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in Association's bank account all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditure to be presented to the Association Members.

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Control Committee as provided in the Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall by appointment, during reasonable business hours, be subject to inspection by any Association member. The Declaration, the Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any Association member at the principal office of the Association. Any Member may obtain a copy of any document or records held by the Association upon request at the cost of photocopies and postage.

**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declaration, each Association member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien upon the Property against which the assessment is made. Any assessments that become delinquent shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum, PROVIDED that the prevailing rate shall not exceed 6 points above prime rate as required by Montana law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, plus interest. Costs and reasonable attorney's fees of any action shall be added to the amount of assessment. No Owner shall waive or otherwise escape liability for the assessments provided for here, by non-use of the Common Area or abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association's seal, if any, shall be in circular form having within its circumference, the words "The Ranch Association, Inc."

**ARTICLE XIII
AMENDMENTS**

Section 1. These Bylaws can be amended by the Board of Directors, or at regular or Special Meeting of the Association members, by a vote of a majority of a quorum of Association members present in person or by proxy.

Section 2. In the case of any conflict between the Covenants and these Bylaws, the Covenants shall control.

**ARTICLE XIV
FISCAL YEAR**

The fiscal year is January through December. The Board of Directors shall have authority to determine any change in the fiscal year.

**ARTICLE XV
ARCHITECTURE CONTROL GUIDELINES**

For readability purposes, the following is taken from the Covenants Article 4, 1 through 8, and Article 5, 1 through 6.

4-1 **Land use:** No structure shall be erected, altered, placed or permitted to remain on any portion of any lot other than a single-family private residence having no more than a three-car garage, and other buildings as may be incidental to residential use of the property. Multi-family dwellings, duplexes, condominiums, townhouses and guest houses are prohibited. No owner shall construct living quarters within a garage for rental purposes.

4-2 **Building site:** No lot shall have more than one primary dwelling house located upon it and no lot shall be subdivided in any manner. This section shall not be construed to prohibit a boundary line adjustment between adjoining lots, following a survey and board approval. Any boundary adjustment must have the Board of Directors approval.

4-3 **Construction and Materials:**

- a) Each structure erected, placed or permitted to remain on a Lot shall have all exterior roofing, siding, doors and windows completed and all exteriors stained and pointed one (1) year from the date such construction commences.
- b) All structures shall be permanent in nature. Only new materials shall be used, with the exception of brick, beams and other integral components of a structure. No construction, exterior alteration or exterior remodeling shall be undertaken without the prior written approval of the Architectural Review Committee.
- c) No temporary building or partially finished building or structure, including basements, tents (other than children's or play tents), plastic garages or shelters, mobile homes, trailers, double wide or prefabricated structures designed to be hauled or moved on wheels, camper trailers or truck-mounted campers shall be erected or placed upon the property or used as a permanent or temporary dwelling, except as provided herein. Temporary use of tents, recreational or camper vehicles or trailers by guests of Owners residing on the same lot is permitted.

However, none of the vehicles or dwellings mentioned in this sub-paragraph may be placed or stored on any vacant lot which there is presently no residence, whether in construction or completed, except as provided herein.

- d) No class, 1, 2, or 3 manufactured or mobile homes (as defined by Flathead County zoning ordinances and definitions) or other mobile homes, modular homes, pre-manufactured, boxed, sheet metal or metal “kit” type structures shall be built, rebuilt or replaced on any Lot. Pre-cut log home kits may, however, be assembled on Lots.
- e) No galvanized metal siding or roofing shall be used on the exterior of structures. Factory-painted metal roofing is permissible, provided the material is nonreflective or vinyl coated and provided the color and finish are maintained. Further, as to siding, regardless of its composition, it shall be maintained in earth tone colors such as beige, brown or natural wood.
- f) No basement without a superstructure, or shack, garage, barn or other outbuilding shall be used as a residence.
- g) At all times during construction of any structure on any Lot without a fully functioning toilet and septic system, the Owner shall provide and maintain on said Lot a portable toilet facility for use by workers, licensees and invitees.
- h) Any structure or improvement that predates this Amended and Restated Declaration of Articles and that constitutes a “nonconforming use” may continue to exist without being deemed or treated as a violation of these Protective Articles. Such nonconforming use, however, shall not be expanded, rebuilt or replaced.
- i) All dwellings shall have house numbers that are visible and readable from the driveway entrance or on the house.
- j) Propane tanks and garbage cans shall be screened from view by landscaping or decorative fencing. Tower antennas, cell phone towers, and radio towers are prohibited. Eighteen-inch (18”) dish antennas are acceptable.

4-4 ***Setback Lines:***

No new or rebuilt structure shall be located on any Lot closer than 15 feet from any side or rear lot line or 60 feet from the front property line. No driveway shall be located in whole or in part on any Lot closer than 15 feet from any side or rear lot line. Structures shall not be located on slopes that exceed 25 percent.

4-5 ***Height:***

No structure shall exceed thirty five (35’) in height measured from the average finished grade of the building site. Building site shall mean the footprint of the building, excluding porches, decks and balconies.

4-6 ***Exterior Lighting:***

- a) As used in this Article, these definitions apply:
 - 1. “Fixture” means the assembly of that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or refractor (lens), the ballast housing, and the attachment parts.

2. "Horizontal Cut-Off" means a feature of a fixture designed in such a manner that light rays emitted by the fixture. Either directly from the lamp, reflector, lens, or housing, are projected at least 15 degrees below a horizontal plane running through the lowest point on the fixture from which light is emitted.
- b) Except as provided in this Article, every exterior light fixture installed or replaced after November 1, 2003 must use a horizontal cut-off.
- c) Outdoor fixtures shall not be placed higher than the ridgeline of the structure on which they are located.
- d) No exterior mercury vapor lights shall be installed within the Property. Any such lights that require replacement or substantial repair shall be replaced with a lighting source other than mercury vapor lights.
- e) Motion detector lights are permitted and encouraged.

4-7 **Seeding, Planting and Weed Control:** Wild weeds and grass shall be mowed, sprayed or otherwise controlled on a regular basis to prevent them from reaching seed stage. Whenever a structure is constructed on any lot, the owner shall, within a reasonable time thereafter, seed and plant a lawn or other vegetation ground cover.

4-8 **External Landscaping:**

- a) Every owner shall mow, spray or otherwise control on a regular basis all wild weeds and wild grass to prevent such from seeding. Every owner shall maintain a lawn or other vegetative ground cover on all disturbed or bare soil.
- b) No owner shall plant, maintain or permit introduced hedges, shrubs or other plantings over five feet in height. See also Covenant 6-13.
- c) Neither trees nor shrubs shall be clear cut within the Property.
- d) No trees shall be removed without the prior written approval of the Architectural Control Committee. The Committee shall not approve the removal of individual trees with an outside bark diameter greater than five inches (measured 12 inches above the ground) unless dead or dangerous or located on the site of an authorized structure, driveway, sidewalk, or garden, or located within the wild fire defensible space created around a single family dwelling or other building.
- e) Every owner shall create and maintain a wild fire defensible space around the single family dwelling on his lot in conformance with the published recommendations of the Montana Department of Natural Resources and Conservation, or its successor in interest.
- f) Every owner shall install and maintain at least two external frost-free spigots on his Lot.
- g) No tower antennae, or towers for radio, cell phones or other electronic communication shall be built or maintained within the Property. Dish antennas no more than 18 inches in diameter are permitted.
- h) No owner shall allow any construction, structure, dragging, filling, obstruction or other activity to damage or obstruct any drainage swale or seasonal pond area, other than the natural accumulation of sediment or thatch.

4-9 ***Snow Plowing and Road Maintenance:*** As a result of accumulation of snow from the winter of 2016-17, all homeowners will need to abide by the following rules regarding plowing of private driveways, sidewalks and yards adjacent to common roadways:

1. All owners, in plowing, moving and blowing snow, must keep accumulated, blown and plowed snow on their own property.
2. Accumulated snow shall not be allowed to cover any portion of the common roadway or within three feet of the edge of the roadway.
3. Owners should avoid burying electrical transformer boxes or making them inaccessible, in order that Utility Service Providers will have access in the event of power outages.
4. In the rare situation where a homeowner has no place to accumulate plowed snow and they elect to push snow across the roadway to a different location, all accumulated snow so removed must be outside of a three foot width from the edge of the roadway.
5. The Board of Directors and the Officers of the Association are empowered to enforce these rules. Any homeowner in violation of these rules will be given adequate, reasonable notice to remove any accumulated snow in violation of these rules. If an owner is non-compliant after reasonable notice, the Association may undertake the snow removal themselves and bill the owner for the cost.

4-10 ***Noise Abatement:*** As a result of numerous complaints regarding early morning and evening construction noise, all homeowners, contractors or visitors will need to abide by the following noise abatement rules over and above any rules previously set forth:

1. All heavy construction, yard maintenance or other activity must be completed between the hours of 8AM and 8PM, Monday through Saturday.
2. No heavy construction such as excavation, breaking of rock, pounding or other loud construction activity shall be done on Sundays or Federal National Holidays.
3. Normal yard maintenance (mowing and trimming, etc.) may be performed on Sundays between 8AM and 8PM.
4. Snow removal activities are exempt, however, the HOA asks homeowners to be courteous with regard to snow-blowing; however we recognize that homeowners may need to perform snow-blowing/snow removal outside of the quiet hours defined in point one (1) above.

5-1 **Architectural Review:** No fence, wall, driveway, walkway or structure shall be commenced, erected or maintained upon any Lot, nor shall any addition to or change or alteration therein be made, nor shall any native vegetation be disturbed, destroyed or removed until the following have been submitted by the Lot Owner and approved in writing by this Committee:

- a) A site plan showing the lot and the footprint of the proposed fence, wall, driveway walkway and/or structure, contouring of grades, and landscape design, exterior lighting, septic system location and setbacks from property boundaries;
- b) Plans and specifications of each structure showing elevations from each side, floor plan and dimensions and square footage totals, and the nature, kind shape, height, and materials to be used;
- c) Samples of exterior siding and roofing material;
- d) All applicable fees;

Clearing and grading, including but not limited to the cutting or transplanting of vegetation on any Lot shall not be undertaken until items a, b and c are approved in writing by this Committee.

5-3 **Approval by Committee:** Written approval or disapproval shall be rendered by a majority of the Architectural Review Committee. If the Committee fails to approve or disapprove within thirty (30) days after the plans, specifications, samples and fees have been submitted to it by the Lot Owner, approval will not be required, and this Article will be deemed to have been fully complied with. No changes or additions shall be permitted unless separately approved in writing by the Committee.

5-4 **Criteria:** The Architectural Review Committee shall base its decisions solely on the Covenants applicable to the Property.

5-5 **Miscellaneous:** Consent by the committee as to any matter shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval on any similar matter proposed or submitted to it for consent. Neither the Commission nor any member shall be liable to an Owner, the Association, or to anyone else for any damage or loss suffered or claimed on account of any action by the Committee, reasonably done in good faith. The Committee and its members shall have no liability for failure to act.

5-6 **Appeal:** An adverse decision by the Architectural Control Committee may be appealed to the Board. The owner must give written notice to the Secretary or President within 10 calendar days of the Committee's decision. If appealed, the Board will review the application and decision and vote to affirm or revise the Architectural Control Committee's decision. This decision is final. If the Board does not vote on a decision within 20 days of the date of appeal, the Architectural Control Committee's decision is final.

In addition to the covenants:

GUIDELINES FOR USE BY THE ARCHITECTURAL COMMITTEE REGARDING HOME-BUILDING IN THE RANCH SUBDIVISION; (DESIGN CONSIDERATIONS AND CONTROL)

1. All residential structures shall have a minimum of 2000 finished square feet of living space; of which 1500 shall be on the main ground level floor. Additionally, each residence shall have an attached or unattached garage with a minimum 400 square feet and sufficient to contain a minimum of two passenger motor vehicles.
2. All commercial signs, including realtor signs shall be fifteen feet back from the edge of a paved road, shall not encroach on the road right of way and shall not exceed three square feet in size.
3. No trees or natural brush shall be removed within 15 feet of a lot line (forming a buffer zone), UNLESS REQUIRED by a fire department or law enforcement for fire control purposes.
4. Temporary enclosures that house building tools etc., are to be removed at the completion of the home. All homes are required to be completed within 12 months of the beginning of excavation. If unpredictable problems occur, the owner may request an extension from the Architectural Review Committee.
5. All additional structures need Architectural Review Committee Approval.
6. No owner shall construct a decorative fence on their property without approval from the Architectural Committee. No solid board fences shall be constructed. Fence may only be constructed upon property boundaries except for smaller, internal enclosures, such as a garden for a landscaping accent.
7. All Plans Submitted to the board for approval shall include floor plan, driveway location, residence and garage footprint, set-backs, landscape design and exterior lighting. All plans submitted will be handled posthaste and are open to discussion.
8. The Architectural Committee will publish and make available via electronic file online the current architectural guidelines, together with a copy of restrictive Covenants and Association Bylaws. All Members, Owners, Tenants and contractors are charged with the knowledge of all covenants, bylaws and guidelines (including square footage requirements). Any applicant intending to commence construction shall submit a check for \$10,000.00 as refundable security deposit for/to:
 - a. the repair of any roadway or common area damaged in the course of construction, and / or
 - b. refundable security deposit to ensure all bylaws and covenants are followed during and for said construction.

The committee shall not issue approval for commencement of construction without receipt of the deposit.

Should the new construction not meet the minimum square footage requirements, the greater of: \$10,000 deposit or \$200 per square foot shortfall shall be imposed as a penalty payable to the Ranch Association, Inc. For instance, if a home's plans are submitted and approved for 2000sqft, but constructed with 1900sqft, a 100sqft shortfall exists; the penalty for such shortfall shall be $\$200 \times 100 = \$20,000$. Square Footage shall be calculated based on what is listed in the county records as Square Foot Living Area (SFLA) or a total of all floors that are heated living space.

Return of the deposit is subject to the review by the architectural review committee, HOA President and HOA Treasurer. The deposit does not limit the amount of damages OR legal fees the HOA can seek from the Member, Owner, Tenant or contractor. Non-adherence to the covenants, bylaws, guidelines, or submitted/approved plans shall result minimally, in the forfeit of the deposit, penalty, and possible other actions including legal fees, and/or lien.

9. It is not the purpose of the Board to make personal decisions for property owners regarding their taste in homes; only to the extent of preserving the existing natural beauty of the subdivision.
10. Property Owners of vacant lots shall be required to remove dead brush, grass and trees from their property to maintain a fire safe community in the Ranch Subdivision in compliance with the recommendations of the Montana Department of Natural Resources and Conservation. (DNRC)

IN WITNESS WHEREOF, THE MEMBERS OF THE ASSOCIATION HAD ADOPTED THE ABOVE AND FOREGOING Bylaws effective this June 11, 2023 and have authorized the President and Secretary of the Association to authenticate and prove adoption by executing the same for and in behalf of the Association.

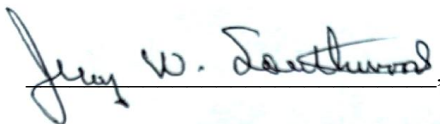
THE RANCH ASSOCIATION, INC.

By Mark E. Smolen

 Mark E. Smolen, President

Attest:

Jerry Southwood

 Jerry W. Southwood, Secretary