

DAVID A HAUG 33 WILLOW CREEK RD  
LIVINGSTON, MT 59047

**By Laws  
Of**

**Pivot Point Homeowners Association**

**I. NAME**

The name of the association shall be **Pivot Point Homeowners Association, Inc.**, a Montana business corporation; herein called the Association.

**II. MEMBERSHIP**

The Owners of all lots s 1 lawful lots, tracts or parcels within the property described as lots 1 through 24 and the park land of S/D 520 known as **Pivot Point** (a subdivision), and hereinafter called the Property, shall be members of the Association. One membership in the Association shall be allowed for each lawful separate lot of the Property owned by the member. In the event that any lot in single ownership at the time of executing these Bylaws shall be lawfully divided, then the owner of each new lot or parcel shall be a member hereof, provided that co-owners of any single lot shall share in a single membership

No person shall be eligible to membership herein who is not the owner or purchaser of any lot of the Property or of such additional lands that are accessed by these roads. New members may be added who own additional properties served by the public Pivot Point subdivision roads covered hereby, by payment, by the Owner(s) of such additional property of the annual assessment of the Association. Any person who occupies any lot or portion of the Property included in the Association as a lease shall have no right to membership or the privileges thereof, except as may be derived through his or her lessor.

**III. PURPOSES**

The purpose of this Association shall be to provide for the maintenance, repair and upkeep of the roads known as **Heather Lane, Kristin Way, and West Point Drive**, as said roadways are depicted upon the plat of the subdivision of **Pivot Point**, as filed with the recorder of Park County, Montana, to perform the duties of an Architectural Review Board and such other duties as shall be set forth for the Homeowners Association in the "Declaration of Protective Covenants and Restrictions", **Pivot Point** (as recorded in Park County, Montana) and authorized by the Articles of Incorporation of the Corporation and as may be authorized from time to time by the corporate membership, all for the mutual benefit of the members. This Association is also responsible for park land maintenance, repair and upkeep.

#### IV. BOARD OF DIRECTORS

1. The board of directors of the Association shall consist of three members, all of whom shall be members of the Association. Officers of any corporate member may serve as Directors, it authorized by the Board of Directors of such member corporation. Board members shall be elected at the annual meeting of the membership and shall serve for a term of 2 years and until their successors are elected. The Board shall elect from amongst the members, a President who shall preside at all meetings of the Board and of the membership, a Vice President who shall assume the duties of the President in their absence, and Secretary/Treasure who shall keep the books and records of the Association. Vacancies on the Board of Directors may be filled by the remaining directors until the next annual meeting of membership.
2. The Board of Directors shall have responsibility for the management and affairs of the Association. The Board shall hire necessary contractors and equipment to accomplish annual maintenance and including road surfacing and ditching on the private roads maintained by the Association (as set forth in Paragraph III above) to the end of keeping said roads available for vehicular travel throughout the year; Provided that snow removal shall only be performed by the Association subject to Paragraph VI.2 below. The Board may authorize emergency repairs or rebuilding of said roadways when in the sole judgment of the Board such emergency repairs or rebuilding are necessary immediately to keep the roadway (s) open for vehicular traffic.
3. The Board of Directors may not authorize any major repairs or improvements to the roadways, except emergency repairs or rebuilding as above set forth in excess of \$2000.00 cost without prior approval of the membership of the Association granted at a regular or special meeting thereof.
4. The Developers shall perform the duties as the Architectural Review Committee (ARC) as set forth in these Bylaws (or hereafter amended).
5. Regular meetings of the Board of Directors shall be held annually on the first Saturday of June of each year, immediately after the annual meeting of the membership. Special meetings of the Board may be called by any two directors by notice in writing stating the time, place and purposes of such meeting, delivered in person or by certified mailing, return receipt requested, at least 48 hours prior to the time of meeting. Provided, that the Board members may in writing before or at any special meeting value such notice thereof.
6. Two board members shall constitute a quorum for the transaction of business. All decisions of the Board of Directors shall be made by a majority of not less than a quorum present.
7. The Board of Directors may authorize hiring of professional advisors including accountants or attorneys, of behalf interest of the Associations.
8. The initial Board of Directors of the Association shall be David Haug and Mary Haug who shall serve for two (2) years until the regular membership meeting in June of, and/or until their successors are elected

## V. MEMBERSHIP MEETINGS, VOTING

1. The membership of the Association shall hold an annual meeting on the first Saturday of June of each year. Notice of the time and place of the annual meeting shall be sent in writing to all members by the President or the Secretary/Treasurer, not less than ten days prior to the date thereof.
2. All membership meetings shall be held within a 5 mile radius of the Town of Livingston, Montana.
3. Special meetings of the membership may be called by the Board or by any 5 members of the Association, by written notice specifying the date, time, place and purpose of the meeting delivered personally or by certified mail to such members not less than ten days prior to the date set for meeting.
4. Sixty percent (60%) of the number of total memberships in the Association, present in person or by proxy, shall constitute a quorum for the transaction of any business by the membership.
5. Each member of the Association shall hold one Vote for each membership held by said member, as set forth in Paragraph II hereof.
6. Members may vote on any question coming before the membership in person or by proxy. All proxies must be in writing, signed by the authorizing member and dated, and designating another member by name to be entitled to cast the vote of the authorizing member.
7. Except to specifically set forth herein, decisions of the membership shall be made by majority vote of the members present in person or by proxy, with not less than quorum present in person or by proxy.
8. Any decision of the membership to perform capital improvements to the roadway in excess of \$2000.00 shall be made by vote of not less than 51% of the membership.

## VI. ASSESSMENTS

1. Regular annual assessments of the Associations against the members shall be determined as to amount, by the membership, at the regular annual meeting thereof. Such annual assessments shall be calculated to collectively cover the anticipated costs of road maintenance and costs of mailing of notices, bank fees corporate registration fees, and other expenses properly and regularly incurred in the regular courses of business of the Association, plus a sum equal to not less than 20% of the total anticipated costs, for emergency expenditures.
2. In addition to regular assessments, the Board of Directors shall set snow removal assessments to cover the average or anticipated costs of snow removal from the covered roadways, which assessments are levied against and paid only by those memberships who have a dwelling unit upon their appurtenant lot as of October 1 of the calendar year in which the assessment is levied, in equal amounts for each such lot with a dwelling unit thereon.

3. Special assessments may be set by the membership at its annual meeting or at any special meeting called for such purpose to cover additional or anticipated expenses for approved capital improvements, repairs or maintenance not covered by the annual assessments.

4. Regular and special assessments shall be levied in equal amounts for each membership in the Association, EXCEPT, that the unsold lots owned by the original owners and developers of **Pivot Point** (the signators hereto) at the time of entry into this Agreement shall be assessed collectively as a single membership for the purposes of special assessments only; and Provided, further, that upon sale or other disposition of any such lots by the original Developers/Owners, and lot(s) so sold shall no longer be included in this exemption from assessments. Snow removal assessments shall not be included as regular and special assessments for the purposes of this paragraph VI.4, but shall be levied as set forth in 2 above.

5. The Board of Directors shall be authorized to impose special assessments to be levied immediately, to cover costs of emergency road repairs or rebuilding authorized by the Board pursuant to Paragraph IV of these Bylaws to cover costs of regular authorized maintenance, or special snow removal assessments, when such costs due to weather, acts of God or other unanticipated events not within the control of the Board exceed the assessments made and paid by applicable membership therefore.

6. The Board of Directors shall be authorized to impose penalties for violation of Covenants of sufficient nature to ensure that such violations do not occur.

## VII. AMENDMENTS

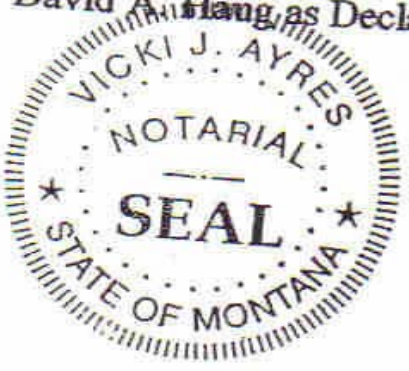
These By-laws may be altered, amended or repealed and new by-laws may be adopted by a vote of two-thirds majority of lot owners at any annual homeowners association meeting when the proposed amendment has been sent out with notice of such meeting.

IN WITNESS WHEREOF, the Declarant has set these covenants on the 15 day of Nov

*[Handwritten Signature]*  
David A. Haug

STATE OF MONTANA )  
County of Park )

This instrument was acknowledged before me this 15 day of November; by David A. Haug as Declarant.



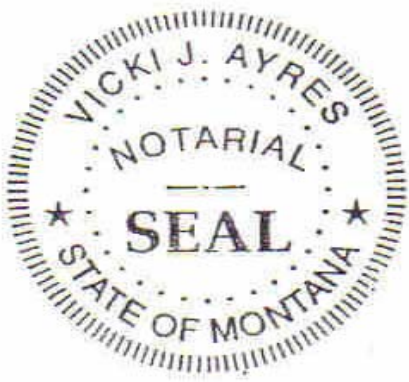
Vicki J. Ayres  
Notary Public for the State of Montana  
Residing at Livingston, Montana  
My commission expires 7.25.2010

IN WITNESS WHEREOF, the Declarant has set these covenants on the 15 day of November

*[Handwritten Signature]*  
Mary E. Haug

STATE OF MONTANA )  
County of Park )

This instrument was acknowledged before me this 15 day of November; by Mary E. Haug as Declarant



Vicki J. Ayres  
Notary Public for the State of Montana  
Residing at Livingston, Montana  
My commission expires 7.25.2010

**WAIVER OF RIGHTS OF PROTEST**

FOR VALUABLE CONSIDERATION, the undersigned, owner of the hereinafter described property, does hereby waive the right to protest the formation of one or more Special Improvement District(s) for the following purposes(s):

Street lights, street light energy, street light maintenance, and the construction of streets, alleys, traffic control devices, curb, gutter sidewalks, drive approaches survey monuments water mains, sanitary sewer mains, and storm drain lines either within or without the area to provide drainage for runoff water from the real property hereinafter described, parks and park maintenance, and other incidental improvements which the County of Park, may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Park County, Montana.

The real property hereinafter mentioned is more particularly described as follows to wit:

Sub Division  
Pivot Point ~~Plot~~ No. 520

WAIVER signed and dated the 16 day of October

Mary E. Haug  
Mary E. Haug

STATE OF MONTANA  
County of Park

On the 16<sup>th</sup> of October, 2006 before me, Katie Shelton, a Notary Public in and for the State of Montana, personally appeared before me Mary E. Haug, Known to me to be the person who signed the forgoing instrument and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Official Seal the day and year herein first above written.

Katie Shelton  
Notary Public for the State of Montana  
Residing at Livingston, Montana  
My Commission expires July 25<sup>th</sup>, 2009

