

**AMENDED AND RESTATED BYLAWS OF THE  
RED LODGE COUNTRY CLUB ESTATES PROPERTY OWNERS ASSOCIATION, (RLCCEPOA) INC.**

**September 2021**

RLCCEPOA, a Montana nonprofit corporation, in accordance with the Amended Declaration of Covenants, Conditions and Restrictions of Red Lodge Country Club Estates (RLCCE), recorded, August 16, 2021 as Document No. 388244, and RLCCEPOA Inc. Bylaws, recorded November 28, 2017, as Document No. 372035, hereby submits these Amended and Restated Bylaws, which affect all properties set forth in the Declaration.

**STATEMENT OF PURPOSE**

This Association is formed for the purpose of bringing together Members, defined below, who have common interests and concerns in maintaining and improving the environment and lifestyle that were originally intended for the RLCCE.

**ARTICLE I**

*OFFICES:*

Section 1. Principal Office. The principal office of the corporation in the state of Montana shall be located in the city of Red Lodge, County of Carbon, Montana. The corporation may have other offices, either within or without the state of Montana, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

Section 2. Registered Office Agent. The corporation shall have and continuously maintain in the state of Montana a registered office and a registered agent whose office is identical with such registered office, as required by the State of Montana Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office in the state of Montana, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II**

*DEFINITIONS:*

Section 1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, recorded in the Carbon County Clerk and Recorder, Carbon County Montana as Plat No. 1318 under Document No. 231154, further modified by the "Amended Declaration of Covenants, Conditions and Restrictions" recorded as above under documents No. 305096; recorded Document No. 313320 "Notice of change in Area Designation"; and all subsequent applicable recorded documents.

Section 2. "Association" shall mean and refer to Red Lodge Country Club Estates Property Owners Association", (RLCCEPOA) Inc.

Section 3. "Sub Association" is defined as associations functioning within, and subordinate to, the RLCCEPOA.

Section 4. “Member” shall mean and refer to every person or entity property owner of record, as defined by the Tax Code Number and within the Red Lodge Country Club Estates/Red Lodge Mountain Resort Subdivision.

Section 5. “Eligible Voting Member” is defined as any “Member” in good standing who is not delinquent in payment of assessments and fees to the Association as set forth in Article XIII or does not have a lien filed against the Member’s property for violation of the “Declaration” as defined in Article II, Section I.

Section 6. “Lot” or “Property” is defined as a property or lot having an assigned “Tax Code Number” by Carbon County.

Section 7. “Tax Code Number” is defined as the County Assessor Code Number assigned by Carbon County to each and every property.

Section 8. “Annual Assessment” – Assessment established by the Board of Directors of the RLCCEPOA on a yearly basis to meet the RLCCEPOA’s current and projected financial obligations in performing its regular operational and administrative functions consistent with these bylaws and the Declaration, as amended from time to time.

Section 9. “Special Assessment” – Assessment or fee approved by Eligible Voting Members for a specific purpose and duration.

### **ARTICLE III**

#### *MEMBERSHIP:*

Section 1. Every Member is bound by the terms, conditions and provisions of these Bylaws and the Declaration.

Section 2. Transfer. Membership may not be transferred, conveyed, pledged, or alienated by any owner other than through the transfer of title to the Member’s property and then only to transferee of title thereto. Transfer of title shall automatically transfer membership in the Association.

### **ARTICLE IV**

#### *BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE:*

Section 1. The affairs of the Association shall be managed by a Board of Directors who will be elected from the Eligible Voting Members. The number of Directors of the Association shall be determined by Board resolution prior to the Annual Meeting but shall be no less than (5) Directors, nor no more than (9) Directors. Pursuant to the above, the Board may increase or decrease the number of Directors within that range, provided, however, that no decrease shall have the effect of shortening the term of any incumbent Director.

Section 2. Term. At each annual meeting, the members shall elect a number of Directors in accordance with Section 1 above, and each Director so elected shall serve a term of three (3) years.

Section 3. Procedures for Election.

- a. Prior to each annual meeting the Chairperson of the Board with the concurrence of Board members, will appoint a Nominating Committee, which will consist of a Chair, who is a member of the current Board, and two or more additional Eligible Voting Members. The Committee will nominate Eligible Voting Members to fill the Board positions to be elected at the annual meeting. The Committee will serve until the conclusion of the annual meeting of the Association.
- b. Nominations for Eligible Voting Members to fill the positions to be elected at the annual meeting may be made from the floor at the annual meeting by an Eligible Voting Member, but any such nomination requires another Eligible Voting Member to second the nomination.
- c. Election to the Board shall be by secret ballot if there are more nominees than the number of Directors to be elected.
- d. Any Eligible Voting member may vote in person or by proxy as set forth in Article VIII, Section 5 below.

Section 4. Vacancies. In the event of death, resignation, or removal of a Director, a successor shall be selected by the remaining directors of the Board and shall serve until the first (1<sup>st</sup>) election of officers following the appointment.

Section 5. Compensation. No Director shall receive compensation for any service rendered to the Association. However, the Director may be reimbursed for actual expenses incurred in the performance of duties so long as prior approval is received by a majority vote of the Board.

**ARTICLE V**

*MEETINGS OF THE BOARD OF DIRECTORS:*

Section 1. Regular meetings. Regular meetings shall be held at least Quarterly at such time and place as set by the Board Chairperson. Notice of the meeting shall be sent to all Directors at least 5 days in advance of the meeting by electronic transmission, U.S. mail or telephone and shall state the time and place of such meeting and include agenda for such meeting. The notice of such meeting and agenda shall be posted on the RLCCEPOA's website at least 48 hours in advance.

Section 2. Special Meetings. Special meetings shall be held when called by the Chairperson or by any two (2) Directors other than the Chairperson. Notice of the special meeting shall be sent at least 48 hours in advance of the meeting to all Directors by electronic transmission, U.S. mail or telephone and shall state the time and the place of such meeting and include an agenda for such meeting. The notice of such meeting and agenda shall be posted on the RLCCEPOA's website at least 48 hours in advance.

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

Section 4. Open Meetings. Regular and special meetings of the Board may be held telephonically or electronically, so long as all of the Directors participating may hear one another and shall be open to all Members. The Board may with a majority of the quorum adjourn a meeting and reconvene in executive session to discuss personnel matters, litigation in which the Association is or may become involved and other business where public disclosure is contrary to the interests of the Association. The nature of any and all business to be considered in executive session shall first be announced in open session and any vote on issues discussed in executive session shall be taken when the Board reconvenes in open session.

## **ARTICLE VI**

### *POWERS AND DUTIES OF THE BOARD OF DIRECTORS:*

Section 1. Power and Duties. The Board shall have the power and duty to:

- a. Enforce any and all of the provisions of these Bylaws.
- b. Exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these Bylaws and Declarations.
- c. Levy assessments on the Members and enforce payment of such assessments in the following manner: (1) Fix the amount of the annual assessment against each Property; (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and (3) File the lien, as provided for in Montana Law, against any property for which assessments are not paid within ninety (90) days after the due date, and/or bring an action against the owner obligated to pay the same.
- d. Interact with the City of Red Lodge on subdivision and other issues affecting properties within RLCCE.
- e. Declare the office of a member of the Board vacant in the event such member shall be absent from three (3) regular meetings of the Board.
- f. Cause to be kept a record of all acts and corporate affairs and to present a statement thereof to the Members at the annual meeting or at any special meeting when such statement is requested in writing by twenty (20) percent of the Eligible Voting Members.
- g. Supervise all committees and officers of the Association and to see that their duties are properly performed.
- h. Cause all officers, independent contractors or employees having fiscal responsibility to be bonded if deemed appropriate.
- i. Cause other such duties of the Association as are set forth in these Bylaws to be performed.
- j. Engage a manager, independent contractor, or such other persons as the Board deems necessary, and to prescribe their duties, and see that their duties are properly performed. Such persons shall be supervised by the Chairperson and officers in consultation with other Directors.
- k. Fulfill Board duties and conduct business in compliance with applicable Montana law.

Section 2. Limitation of Powers. The Board shall not, without prior approval of a majority of the Eligible Voting Members:

- a. Enter into a contract with a person or firm which would cause the Association or its members to become indebted in an amount greater than \$15,000.
- b. Pay compensation to any officers of the Association or members of the Board for services performed in the conduct of the Associations business provided, however, that the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

## **ARTICLE VII**

### *COMMITTEES:*

Section 1: Appointment. Pursuant to the provisions of Article IV, Section 3(a) the Chairperson of the Board shall appoint a Nominating Committee prior to each annual meeting. In addition, the Board may appoint other committees as deemed appropriate to fulfill the functions of the Association or to assist in its operations.

Section 2. The Board will determine the functions, activities, and responsibilities of each committee. Each committee will make recommendations to the Board, which shall take such action on the recommendations as it deems appropriate. Committees must have a current Board member as the Chair and may include Board members and other Eligible Voting Members as appointed by the Chairperson of the Board, who shall be an ex officio member of all committees.

Section 3. The Board may establish an Architectural Review Committee in collaboration with the Declarant. Such committee's functions are those established by the Declaration.

## **ARTICLE VIII**

### *MEETINGS OF MEMBERS:*

Section 1. Annual Meetings. The annual meeting of the Association membership will be held during the month of June, July, or August and may be in person or held electronically if circumstances require an electronic meeting and all Members participating can hear one another. The date, time and place will be determined by the Chairperson in consultation with the Board members. The membership will be notified of the annual meeting at least ten (10) days in advance, and such notice shall specify the date, place, and time of the meeting and the agenda for any and all business to be conducted. Written notice of the annual meeting shall be mailed or transmitted electronically, if electronic notice has been approved in advance by the Member. All notices will be sent to a Member's last known address as supplied by the Member to the Association for such purpose

Section 2. Special Meetings. Special meetings of the Members shall be promptly called by the Board upon:

- a. The vote for such a meeting by the majority of the Board; or

- b. Receipt of a written request therefor signed by not less than five (5) percent of the Eligible Voting Members.

Section 3. Notice of Special Meetings of the Members. At least ten (10) days advance written notice of a special meeting shall be mailed or transmitted electronically to each Member, if electronic notice has been approved in advance by the Member. All notices will be sent to a Member's last known address as supplied by the Member to the Association for such purpose. The notice shall be posted on the RLCCE-POA's website at least ten (10) days in advance of the special meeting. Such notice shall specify the date, place and time of the meeting and the agenda or nature of any and all business to be conducted at such meeting.

Section 4. Quorum. The presence at a meeting of Members, whether represented in person or by proxy, of at least twenty (20) percent of Eligible Voting Members shall constitute a quorum for the transaction of business. If a quorum is not present in person or by proxy, the Eligible Voting Members have the power to reschedule the meeting not less than five (5) or more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be ten (10) percent of Eligible Voting Members.

Section 5. Proxies and Voting. At all meetings of Members, each Eligible Voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the commencement of the meeting either in person, by mail or by electronic transmission. Every proxy shall be revocable and shall automatically cease upon conveyance by the Eligible Voting Member of the Eligible Voting Member's property in RLCCE. Except as otherwise provided, a majority of the voting power present, in person or by proxy, shall prevail at such meeting.

Section 6. Voting Rights. Eligible Voting Members shall have one (1) vote per membership assessment paid. There shall be no fractional voting. Members delinquent in payment of their annual assessment shall not be allowed to vote until such time as that Member's annual assessments are current and paid in full.

Section 7. Place of Meetings. Meetings of Members shall be held within the Red Lodge Country Club Estates or at a meeting place as close thereto as possible.

## **ARTICLE IX**

### *OFFICERS AND THEIR DUTIES:*

Section 1. Enumeration of Officers. The officers of the Association shall be a Chairperson, Vice Chairperson, Secretary, and a Treasurer, and other such officers as the Board may from time to time by resolution create. The duties of the Treasurer and Secretary may be combined.

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

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall resign, be removed, or otherwise become 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 from office without cause by the majority of the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on receipt or at any time so specified and unless specified therein, does not require acceptance to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled in the manner prescribed for regular election. The elected officer will serve the remainder of the term of the officer being replaced.

Section 7. Multiple Offices. Only the office of the Secretary and Treasurer may be held by the same person simultaneously except in the case of special officers created pursuant to Section 4 of this Article.

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

- a. The Chairperson shall preside at all meetings; ensure that orders and resolutions of the Board are carried out.
- b. The Vice Chairperson shall act in the stead of the Chairperson in the event of his absence, inability, or refusal to act and shall exercise and discharge such duties as may be required of him by the Board.
- c. The Secretary shall record the votes and keep minutes of all meeting of the Board and Members; keep the Corporate Seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board and Members; keep appropriate records showing the Members and their addresses and which Members are Eligible Voting Members; and shall perform other duties as required by the Board. The above duties and responsibilities, or any part of them, may be delegated to an individual who reports to the Secretary.
- d. The Treasurer shall receive and deposit in appropriate banking accounts all funds of the Association; shall disburse such funds as directed by resolution of the Board; shall keep proper books of account; and shall cause budgets, financial statements and audits to be prepared in accordance with Board directives. The Treasurer shall sign all checks of the Association in amounts \$1,000.00 or less. Any check of the Association in an amount greater than \$1,000.00 or promissory notes of the Association or other evidence of indebtedness shall be signed by the Treasurer and one other officer of the Association. The above duties and responsibilities, or any part of them except for signature on checks of the Association, may be delegated to an individual who reports to the Treasurer.

## **ARTICLE X**

### *BOOKS AND RECORDS:*

Section 1. Inspection. The Members and Officers or their duly appointed representative shall have the right of inspection of the membership registrar, books of account, and minutes of meetings of the members, of the Board and its committees. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year.

## **ARTICLE XI**

### *CORPORATE SEAL:*

(This section intentionally left blank).

## **ARTICLE XII**

### *AMENDMENTS:*

These Bylaws may be amended at a regular meeting or special meeting of the Members representing a majority of a quorum as herein defined. Amendments shall be presented to the Association membership at least fifteen (15) days prior to date set for voting.

## **ARTICLE XIII**

### *ASSESSMENTS AND FEES:*

Section 1. Annual Assessments shall be established by the Board on a yearly basis to meet the current and projected financial obligations of the Associations, payable January 1 of each year. Assessments will be considered delinquent if not paid by January 31 of that year.

Section 2. All special assessments and fees will be approved at a regular or special Members meeting, and shall be due as determined by the Board of Directors and approved by the Eligible Voting Members. Special assessments and fees will be considered delinquent if not paid within 30 days after due date.

Section 3. RLCCEPOA, Inc. reserves the right to file a lien for non-payment of annual assessments, special assessments and/or fees levied by the membership. Each owner of a lot or property, by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance is deemed to covenant and is obligated to pay to the Association, fees and assessments.

Section 4. Foreclosure.

- a. The annual assessment and any special assessment (together, "Assessment") for each Member shall be a lien on that Member's property for which the Assessment was levied and shall be the personal and individual debt of the Member. All delinquent Assessments are subject to interest, fees, and penalty charges as set by the Board, which shall continue to accrue from the Assessment due date until paid in full, with any payment being first applied to interest, fees and penalty charges. The Association shall have the responsibility of taking prompt action to collect any delinquent Assessment



- b. In a voluntary conveyance of property subject to an Assessment, the grantee of the property shall be jointly and severally liable with the grantor for all unpaid Assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.
- c. All unpaid Assessments shall constitute a lien on the subject property superior to all other liens and encumbrances, except only for tax and special assessment liens on the property in favor of any assessing authority, and all sums unpaid on a first mortgage or a first trust indenture of record, including all unpaid obligatory sums as may be provided by such encumbrance. To evidence such lien the Board shall prepare a written notice of lien Assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest, fees, and/or penalties thereon, the name of the member and a legal description and address for the property. Such notice shall be signed and verified by one of the officers of the Association and shall be recorded in the office of the Clerk and Recorder of Carbon County, Montana. Such lien shall attach from the date of recording such notice. Such lien may be enforced by the foreclosure of the defaulting Member's property by the Association in the manner provided in the Unit Ownership Act (Mont Code Ann. Sections 70-23-608-70-23-610) and as provided by the foreclosure of a mortgage on real property upon the recording of a notice of claim thereof. Suit to recover a money judgement for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same. In any such proceeding the Member shall be required to pay the costs, expenses and attorney's fees incurred in filing a lien, and in the event of foreclosure proceedings, additional costs, expenses, and attorney fees incurred.
- d. Any lien holder holding a lien on the property may pay, but shall not be required to pay, any unpaid Assessments payable with respect to any such property, and upon such payment, such lien holder shall have a lien on said property for the amounts paid of the same rank as the lien of his encumbrance without the necessity of having to file a notice or claim of such lien.

In witness whereof, I being the Chairperson on the Board of Directors of the RLCCEPOA, have hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 2021.

Red Lodge Country Club Estates Property Owners Association, Inc.

By \_\_\_\_\_

Sue Glock, Chairman RLCCEPOA

**CERTIFICATE OF AMENDMENT OF BYLAWS**

The undersigned hereby certifies that the above Amended and Restated Bylaws were duly adopted by a greater than a quorum of the memberships voting on \_\_\_\_\_, and now constitute the Bylaws of the Association.

DATED \_\_\_\_\_, 2021.

\_\_\_\_\_  
David Quinn, Secretary RLCCEPOA

\_\_\_\_\_  
Notary Public for the State of Montana

(SEAL)

Printed Name of Notary: \_\_\_\_\_

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_