



CATTAIL CREEK
*A Community Development
by Sandan, L.L.C.*

**Bylaws
Phases 1, 2 & 3**

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**Prepared For:
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Cattail Creek Community Association**

**Approved by the Cattail Creek
Community Association**

Date: 5-14-08 *SA*



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Article 1: Purpose

The purpose of the Cattail Creek Community Association Bylaws is to outline the procedures and processes for the function of the Cattail Creek Neighborhood Association. This includes voting and membership interests, information on how neighborhood meetings are organized and conducted, and information on the overall meetings, powers, and responsibilities of the Board of Directors.

Article 2: Relationship to other Documents

2.1 Cattail Creek Covenants

All properties in Cattail Creek are also subject to the Cattail Creek Covenants which are on file at the Clerk & Recorder's Office. No acts by the Association or by the Board of Directors shall be contrary to the Covenants. On its own initiative, the Board may take such action as it deems necessary, including the taking of legal action and initiating suit to enforce the Declaration of Covenants, Conditions and Restrictions.

2.2 Cattail Creek Design Regulations

All properties in the Cattail Creek Subdivision are also subject to the Cattail Creek Design Regulations.

Article 3: Contact Information

The mailing address of the Cattail Creek Community Association shall be: **P.O. Box 11842, Bozeman, Montana 59719**. The address of the Association may be changed by the Board of Directors upon written notice to the owners.

Article 4: Meetings

The annual meeting of the Cattail Creek Community Association shall occur on the 1st Tuesday of October of each year. Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon call of twenty-five (25) percent of the owners. Special meetings shall require forty-eight (48) hours' notice in writing. Notice of annual and special meetings shall be mailed to owners at the address on file for each owner. The presence of ten (10) or more members at a noticed meeting shall constitute a quorum.

At the annual meeting, the members shall review and approve a budget for the next year, shall elect Directors to fill any expired term or vacant position, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association.

The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members. At the annual meeting, the Directors shall elect a President and a Vice-President and Design Liaison. At this time the Directors shall also designate a Secretary and Treasurer. The Directors may choose to hire outside persons that are not members of the Association to fulfill the Secretary and Treasurer duties.

Article 5: Duties

The duties of President and Vice-President shall be as follows:

President. The President shall preside over all meetings of the Association. He or she shall call the membership together whenever necessary. The President shall be the general administrative and executive officer of the Association, and shall perform such duties as may be specified, and exercise such powers as may be delegated to the office of President by the Board of Directors.

Vice-President. The Vice-President shall exercise the powers of the President in the absence of the President.

The duties of the Secretary and Treasurer shall be as follows:

Secretary. The Secretary shall give notice of all meetings of the Association, and shall keep a record of the proceedings of the meetings of the Association. The Secretary shall be authorized to sign on behalf of the Association, all records, documents and instruments when such are authorized to be signed by the Association.

Treasurer. The Treasurer shall keep and maintain adequate and correct accounts of the accounts, properties, and business of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains and losses of the Association. The Treasurer shall prepare and report such periodic accountings as shall be required by the Association.

The duties of the Design Liaison shall be as follows:

Design Liaison. This position shall act as the liaison between the Board of Directors and the Cattail Creek Design Review Committee.

Article 6: Voting & Membership Interest

Every person, group of persons, partnership, corporation, or association who is a fee owner of real property within the boundaries of the area described as Cattail Creek, Phases 1, 2 and 3, on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana, shall be a member of the Association. By this provision, each lot, as shown on the plats and amendments thereto shall entitle the owner of one membership interest in the Association.

Membership interest shall run with the land so that said interest is an incident to ownership beginning when ownership rights are acquired and terminating when such rights are divested. Accordingly, no member shall be expelled, nor shall he be permitted to withdraw or resign while possessing a membership interest.

The following chart illustrates voting interests by use:

Use	Voting Interest
Vacant Lot	1 vote per lot
Developed Lot – Residential Uses	1 vote per unit (Note: upon the issuance of an Occupancy Permit by the City of Bozeman and the presentation of a copy of that Occupancy Permit to the Association, the Association shall grant each owner of a multi-family unit a vote. Should a multi-family unit be owned by more than one person or entity the unit shall have only one (1) vote.)
Developed Lot – Commercial/ Industrial Uses	1 vote per lot

Multiple owners of a single parcel of real property would have collectively one such membership or voting interest. If more than one lot, parcel, or tract is owned, the owner or owners thereof would have one membership

or voting interest for each separate parcel of real property. Whenever any lot, tract or parcel is owned or leased by two or more persons or by an entity, such person or persons or entity must, prior to a meeting where voting may be allowed, among and between themselves determine who is entitled to vote the membership interest and in what manner it shall be voted.

If, in the judgment of the Board, a bona fide and irreconcilable dispute arises as to the voting or right to vote a membership interest, such interest may be declared to be a dispute and for the time such interest is in dispute, it shall have no voting rights.

Cumulative voting per phase shall be provided for election or removal of members of the Board of Directors. Voting may be in person or by proxy.

Cumulative voting shall be provided for all other Association matters. Voting may be in person or by proxy.

Article 7: Resolutions

All matters that are the business and concern of the Association shall be presented to the Association and meetings of the Association in the form of resolutions directed to the Board of Directors. Such resolutions as are passed by over fifty (50) percent of the said membership interest of record and eligible to vote shall be binding on the Board of Directors. Such binding resolution shall have the effect of compelling the Board of Directors to take positive action in response to the general inclination of the resolution. However, the scope, extent and specific character of all such action shall be within the final discretion of the Board of Directors.

Article 8: Powers and Duties of the Board of Directors

The Board of Directors shall have the following powers on behalf of the Cattail Creek Community Association:

- (a) To provide for the **construction, installation, acquisition, replacement, operation, maintenance and repair** by the Association of buildings, equipment, common areas, facilities and services for recreation and/or sporting activities, lighting, garbage removal and disposal, security of persons or property, fire protection and other municipal services and functions, and to the extent necessary by the failure of the Owners of private areas, or in exercising any of its rights to construction improvements of other

work upon any Parks, the Association shall have the power and authority:

1. To obtain, maintain and pay for such insurance policies or bonds as the Board may deem to be appropriate for the protection or benefit of Cattail Creek, the Association, the members of the Board, the members of the Committee, or the Owners;
 2. To contract and pay for, or otherwise provide for, such utility services including, but without limitation, water, sewer, trash, electrical, telephone and gas services as may from time to time be required;
 3. To contract and pay for, or otherwise provide for the services of architects, engineers, attorneys and certified public accountants or such other professional or nonprofessional services as the Board may deem necessary;
 4. To contract and pay for, or otherwise provide for, fire, police and such other protection services as the Board deems necessary for the benefit of Cattail Creek, any property located with Cattail Creek, or the Owners;
 5. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor to the extent the Board deems necessary, and to pay and discharge any and all liens placed upon any Parks on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.
- (b) To enter into fair and reasonable contracts for the administration and enforcement of the Cattail Creek Design Regulations by the Cattail Creek Design Review Committee, of which at least one member shall be an architect as specified in the Design Regulations.
- (c) To adopt a development review fee schedule.
- (d) To **enter into other contracts** and agreements as are necessary to affect the business of the Association. Contracts for such work with third parties which provide for a term or duration in excess of one year must be approved by a majority of the members, which approval may be ratified at the annual or any special meeting of the Association.

- (e) To make and **establish rules and regulations** for the governance of facilities and the performing of such functions, the taking of such action and operating in such areas as are within the jurisdictions of the Association.
- (f) To take necessary and appropriate action to **collect assessments** from members, including the filing of liens and prosecuting foreclosures.
- (g) To **pay the expenses** of the Association, including all taxes or assessments and to contract and pay for such insurance as may be necessary in the best interests of the Association, and to provide for the use and disposition of the insurance proceeds in the event of loss or damage.
- (h) To **establish accounts** for operating and/or development funds as set out in the Covenants.
- (i) The Board shall have the right to **pay, compromise, or contest any or all taxes and assessments** levied against all or any part of the parks, or upon any personal property belonging to the Association.
- (j) To **call meetings of the Association**, both annual and special, and to preside over such meetings and to give appropriate notice of such meetings as required by the Bylaws.
- (k) To formulate and introduce **resolutions** at the meetings of the Association.
- (l) To hold **meetings of the Board of Directors** as are necessary to conduct Association affairs.
- (m) To **nominate replacement Directors** as necessary (who must be from the same phase as the open position) for ratification by a simple majority vote from the corresponding phase of the Community Association.
- (n) To **fill any vacancy in the officers of the Association** (President, Vice President, Secretary, or Treasurer) by appointment until the next annual meeting or the successor is duly appointed or elected.
- (o) To maintain **lists of members** and to keep **records** in a good and businesslike manner of all assessments made, all expenditures, and

the status of each member's payments of assessment; and to make such records accessible at reasonable times to all members.

- (p) To **deal with agencies**, officers, boards, commissions, departments and bureaus or other governmental bodies in a federal, state, county and local basis to carry out the above powers, duties and responsibilities.
- (q) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to **enter upon any lot**, for the purpose of maintaining and repairing any lot, if for any reason the Owner fails to maintain and repair the lot as required by the Covenants or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such area in violation of these Covenants. The Association may maintain and repair any roads, sidewalks, parks, linear trail or public areas in or adjoining Cattail Creek including landscaping and planting the same and repairing improvements thereon when public authorities, in the opinion of the Board have failed to do so in a manner befitting the standards of the community. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of Cattail Creek Covenants, or to enforce by mandatory injunction or otherwise all of the provisions of the Cattail Creek Covenants.
- (r) The Board shall be required to grant and convey to any third parties **easements or rights-of way** in, on, over or under any Parks without payment to the Association when requested by Declarant. The Board shall also have the power and authority to grant and convey to any third parties, on such terms as the Board may approve, parcels or strips of land from any Parks. The Board may not grant or convey land from any Parkland or Linear Trail which would jeopardize the land required by the subdivision or zoning approvals for the land described in Exhibit A.
- (s) The Board may from time to time **employ the services of a manager** to manage the affairs of the Association. The Board may delegate to the manager any of its powers under the Cattail Creek restrictions, provided, however, the Board cannot delegate to such manager the power to execute any non-emergency

contract binding on the Association for a sum in excess of \$10,000.00; nor for the performance of any work or services, which work or services are not to be completed within 90 days; nor the power to sell, convey, mortgage or encumber any property of the Association.

- (t) To do **any and all things necessary** to carry into effect these Bylaws and to do any and all things necessary to require compliance with and enforce the Covenants.

Article 9: Liability

Members of the Board and their officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

(a) Shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;

(b) Shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;

(c) Shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;

(d) Shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

Article 10: Insurance

The Board may purchase insurance policies to protect the property of the Association against casualty loss and to protect the Association and the Board members, when acting in their official capacity, from liability. The extent and specific nature of coverage shall be determined by the Board.

Article 11: Terms & Replacement

Each year, the Community Association shall elect Directors to fill any expired term or vacant position. Terms shall be staggered so that each year, each phase of the Association is voting for one new Director.

The terms of office for members of the Board shall be not less than three (3) years and may be extended in duration by the presentation of a Resolution presented to the members at an annual meeting. The Board of Directors shall have staggered terms. As such, the initial Board of Directors shall meet and draw lots which shall dictate that one member from each phase shall serve one year, another member shall serve two years, and the third member shall serve three years. After this initial drawing, each Director term shall be three years. There are no restrictions upon successive periods of Board of Directors terms.

Any vacancy on the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining directors nominating a replacement director and the nomination being ratified by a simple majority vote from the corresponding phase of the Community Association. A vacancy in any office of the Association (President, Vice President, Secretary, or Treasurer) shall be filled by appointment by the Board of Directors until the next annual meeting or the successor is duly appointed or elected.

Article 12: Committees

Pursuant to the Title 35, Chapter 2, M.C.A. and subject to the restrictions stated therein the Board may appoint committees to act for the Board and to exercise the authority of the Board on matters referred to them by the Board. Such committees may be dissolved at any time by the Board of Directors.

Article 13: Compensation

Board members shall be reimbursed for any out-of-pocket expenses incurred while acting in their official capacity.

Article 14: Severability

A determination of invalidity of any one or more of the provisions or conditions hereof by judgment, order, or decree of a court shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

Article 15: Amendments

Amendments to the Cattail Creek Community Association Bylaws shall only be made by the Cattail Creek Community Association. Amendments to the Bylaws shall be presented to the owners at the same time as the owner is provided notice of the meeting. The bylaws may not be changed without the owners having been presented with the proposed change, the time of the meeting to consider the change and the passage by a majority of the owners present, in person or by proxy, at the meeting.