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STATE OF MONTANA, COUNTY OF LAKE
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BYLAWS

OF

HIDDEN HARBOR ASSOCIATION

ARTICLE 1 NAME AND LOCATION

The name of the corporation is Hidden Harbor Association (the "Association"), a Montana nonprofit corporation. The mailing address of the corporation is P.O. Box 136, Bigfork, Flathead County, Montana 59911.

ARTICLE II DEFINITIONS, PURPOSES AND ASSENT

Section 2.01. *Definitions.* The definitions in the Declaration of Covenants, Conditions, Restrictions and Easements for Hidden Harbor Marina, as amended from time to time and recorded in the office of the Clerk and Recorder of Lake County, Montana (the "Declaration"), will apply to these Bylaws, and all defined terms in these Bylaws will have the same meaning as the defined terms used in the Declaration, unless the defined terms in these Bylaws or the context of these Bylaws clearly indicated otherwise.

Section 2.02. *Purposes.* The specific purposes for which the Association is formed are (i) to provide a management association for the Slip Lessees of the Hidden Harbor Marina; and (ii) to promote the health, safety, and welfare of the Slip Lessees and the other users of the Hidden Harbor Marina.

Section 2.03. *Assent.* All present or future Slip Lessees, their families, and their guests, invitees, and subtenants, and any other person using the facilities of the Hidden Harbor Marina in any manner are subject to the Association Documents, including these Bylaws, the Declaration, and the Rules and Regulations adopted by the Board of Directors. The lease of any Boat Slip in the Hidden

Harbor Marina or the occupancy of any of the Boat Slips will constitute ratification and acceptance of these Bylaws and an agreement to comply with the rules contained herein.

ARTICLE III MEMBERSHIP

Section 3.01 *Membership.* Every Slip Lessee, by virtue of being a Slip Lessee, and for so long as he is a Slip Lessee, will be a Member of the Association. The Declarant (and all Members of the Declarant) shall be considered a Slip Lessee and shall be a Member of the Association with all of the same privileges of the other Slip Lessees and Members of the Association.

Section 3.02. *Representation on Board of Directors.* If a Boat Slip is leased by a firm, corporation, partnership, association, other legal entity or any combination thereof, or if any individual or entity leases more than one Boat Slip, then in either case, that individual or entity may appoint, by a writing furnished to the Association, a delegate to represent each such Boat Slip as a candidate for, and if elected, as a member of, the Board of Directors. Such delegate will not vote as a member of the Association unless such person is appointed by a proxy executed in conformance with these Bylaws to cast the voting interest of the Boat Slip which he represents.

Section 3.03. *Responsibilities of Members.* Any person, on becoming a Slip Lessee, will automatically become a Member and be subject to these Bylaws. Such membership will terminate without any formal Association action whenever such person ceases to be a Slip Lessee, but such termination will not relieve or release any such former Slip Lessee from any liability or obligation incurred under the Declaration or in any way connected with the Association during the period of such ownership, or impair any rights or remedies which the Board of Directors or others may have against such former Slip Lessee arising out of leasing of the Boat Slip and membership in the Association and the covenants and obligations incident thereto.

Section 3.04. *Classes of Membership.* Initially, the Association will have one class of voting membership, composed of all Slip Lessees, including Declarant. The Board may establish additional classes of membership from time to time.

Section 3.05. *Voting Privileges.* All Members will be entitled to vote on Association matters on the basis of one vote for each Boat Slip leased. Any Slip Lessee that is subleased may assign his voting right to the tenant, provided that the tenant is appointed to vote on behalf of the Slip Lessee by proxy and the proxy is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right.

Section 3.06. *Proof of Membership.* Any person or entity, on becoming a Slip Lessee, will furnish to the Manager or to the Secretary of the Association a photocopy of their Lease, which instrument will remain in the files of the Association. A Slip Lessee will not be deemed a Member of the Association in good standing and will not be entitled to vote at any annual or special meeting of the members unless this requirement is first met.

ARTICLE IV ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

Section 4.01. *Frequency of Meetings During Period of Declarant Control.* During the Period of Declarant Control, meetings of the Members shall be called at the discretion of the Board of Directors.

Section 4.02. *Annual Meetings.* Subsequent to the Period of Declarant Control, annual meetings will be held in April of each year on a date and at a time set by the Board of Directors. Such meetings may be held within or without the State of Montana, as the Board of Directors may determine. The purpose of the annual meetings is for the election of the Board and the transaction of such other business of the Association as may properly come before the meeting.

Section 4.03. *Special Meetings.* Special meetings of the Members may be called at any time by the President of the Association, or by a majority of the Board of Directors, or upon written request of Members who are collectively entitled to vote at least 25% of all of the votes in the Association.

Section 4.04. *Notice of Meetings.* Written notice stating the place, day, and hours of the meeting and the agenda for the meeting will be delivered not less than 7 nor more than 30 days before the date of the meeting, personally or by mail or fax or otherwise as permitted by the Montana Non-Profit Corporation Act, by or at the direction of the President, or the Secretary, or the persons calling the meeting, as provided in these Bylaws, to the registered mailing address for notice of each Member entitled to vote at such meeting.

Section 4.05. *Quorum.* A quorum is deemed present throughout any meeting of the Association if Members entitled to cast (or proxies entitled to cast) 20% of the votes of the Association are present at the beginning of the meeting. If, however, such quorum is not present or represented at the meeting, the Members entitled to vote at the meeting will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented by proxy.

Section 4.06. *Actions Binding on Members.* A majority of votes cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Slip Lessees, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles, or these Bylaws.

Section 4.07. *Majority of Slip Lessees.* As used in these Bylaws, the term "majority" will mean those votes, Slip Lessees, or other groups as the context may indicate totaling more than 50 percent of the total number.

Section 4.08. *Voting by Mail.* Voting by mail is permitted for election of the Board of Directors, amendment of the Articles, adoption of a proposed plan of merger, consolidation or dissolution pursuant to the provisions of the Montana Nonprofit Corporation Act, each as amended from time to time, or other questions that come before the Association. In the case of a vote by mail, the Secretary will give written notice to all Members, which notice will include (i) a proposed written resolution setting forth a description of the proposed action, (ii) a statement that the Members are entitled to vote by mail for or against such proposal, (iii) a statement of a date not less than 20 days after the date such notice will have been given by which all votes must be received, and (iv) the specified address of the office to which all votes must be sent. Votes received after that date will not be effective. Delivery of a vote in writing to the designated office will be equivalent to receipt of a vote by mail at such address for the purpose of this section.

Section 4.09. *Proxies.* Any Member may cast such Member's vote in person or by proxy, but no proxy will be valid if it is not dated or if it purports to be revocable without notice. Further, no proxy will be valid after eleven months from the stated date of its execution unless otherwise provided in the proxy or unless voluntarily revoked upon notice, amended, or sooner terminated by operation of law. Finally, no proxy will be valid unless filed with the Secretary of the Association at or before the appointed time of the meeting at which the proxy will be voted.

Section 4.10. *Designation of Voting Representative by Non-Individual Slip Lessees – Requirement for Proxy.* If a Boat Slip is leased in whole or in part by a firm, corporation, partnership, association, trust, other legal entity, the voting privilege appurtenant to that leasehold interest may be exercised only by a proxy executed on behalf of such party or parties, filed with the Secretary of the Association, and appointing and authorizing one person to cast the vote allocated to that Boat Slip at the meeting.

Section 4.11. *Designation of Voting Representative by Multiple Slip Lessees – Use of Proxy.* When more than one person holds a leasehold interest in a Boat Slip, all such persons will be Members. The vote for such Boat Slip will be exercised by one person representing the group as the Slip Lessees among themselves determine.

Section 4.12. *Waiver of Notice.* Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date and place of the meeting unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 4.13. *Action Without a Meeting.* Any action which may be taken by the vote of the Members at a regular or special meeting may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by of all of the Members.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01. *Number, Qualification and Initial Board.* The affairs of this Association will be managed by a Board of not less than two and not more than five Directors. Except as provided below regarding Directors appointed by Declarant, the Directors will be Members of the Association or the delegates of members appointed by proxy under Article IV above. The number of the Board of Directors will be established from time to time by amendment to these Bylaws.

The initial number of members of the Board of Directors will be two. The names and addresses of the two persons who are to serve on the initial Board of Directors until their Successors are appointed are as listed below:

NAMES

ADDRESSES

Jim L. Frizzell

14403 Bear Meadow Lane
Bigfork, MT 59911

Douglas D. Averill

150 Flathead Lake Lodge Road
Bigfork, MT 59901

Section 5.02. *Directors During Declarant Control.* During the Period of Declarant Control the Board of Directors will be selected by Declarant and will serve at the sole discretion of Declarant. During the Period of Declarant Control, the Declarant may appoint or remove Directors by written notice given to the Association. The Directors selected by Declarant need not be Members of the Association. Unless Declarant directs otherwise, and subject to these Bylaws, the initial Board of Directors named in the Articles will continue to serve throughout the Period of Declarant Control. Declarant will surrender its right to select the Board of Directors upon termination of the period of Declarant Control, as provided below.

Section 5.03. *Election of Directors After Period of Declarant Control.* Upon termination of the Period of Declarant Control in accordance with the Declaration, a special meeting of the Association will be called, at which Declarant will turn control of the Association over to the Members. The Members will elect a new Board of Directors, and any terms of Directors appointed by Declarant that have not expired will terminate at that time. Subsequently, Directors will be elected by the Members at each annual meeting of the Members. At the first general election of the Board by Members and at subsequent elections, the members may cast as many votes as they are entitled to exercise under the provisions of Section 3.06 above. Voting for Directors will be by secret written ballot.

Section 5.04. *Term of Office of Directors After Period of Declarant Control.* The term of office for the Directors elected by the Members will be fixed at the time of their election as they themselves will determine in order to establish a system of three-year terms in which at least one-third of the Board is elected each year, and the Board will identify in which year the directorships for each category of representation are subject to election. For example, one Director will serve for a one-year term, one Director will serve for a two-year term, and one Director will serve for a three-year term. At the expiration of the initial term of office of each respective Director, a successor will be elected to serve three years. Each Director will hold office until such Director's successor is elected by the Members and qualified to take over the office.

Section 5.05. *Removal of Directors.* Any Director other than one appointed by Declarant may be removed, with or without cause, at any regular or special meeting of the Members by two-thirds of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any Director removed may be elected at such meeting to fill the vacancy created by removal of the Director. A Director whose removal is proposed by the Members will be given notice of the proposed removal at least 10 days prior to the date of such meeting and will be given an opportunity to be heard at such meeting. Any Director appointed by Declarant may be removed, with or without cause, at any time by Declarant, and a successor to any Director so removed may be appointed by Declarant.

Section 5.06. *Vacancies.*

(a) *During Period of Declarant Control.* During the Period of Declarant Control, if a Director appointed by Declarant dies, becomes disabled or resigns, Declarant will appoint a new Director to serve the balance of the term of the resigning, disabled or deceased Director; and if a Director elected by the Members dies, becomes disabled or resigns, the remaining Directors will appoint a new Director from among the members other than Declarant to serve the remainder of the term of the resigning, disabled or deceased Director representing Members other than Declarant.

(b) *Following Period of Declarant's Control.* After the expiration or termination of the Period of Declarant Control, any vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. The term of the Director so elected will be coincident with the term of the replaced Director.

Section 5.07. *Compensation.* No Director will receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties as a Director.

ARTICLE VI MEETING OF DIRECTORS

Section 6.01. *Regular Meetings.* Regular meetings of the Board of Directors will be held at such regular times as set by the Board of Directors, at such place and hours as may be fixed from time to time by resolution of the Board. Unless otherwise determined by the Board of Directors, the annual meeting of the Board of Directors shall take place each February.

Section 6.02. *Special Meetings.* Special meetings of the Board of Directors will be held when called by the President of the Association, or by any two Directors, after not less than three days' notice to each Director.

Section 6.03. *Quorum.* A quorum is deemed present throughout any meeting of the Board of Directors if persons entitled to cast 50% of the votes on the Board are present at the beginning of the meeting.

Section 6.04. *Actions Binding on Directors.* Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

Section 6.05. *Waiver of Notice.* Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

Section 6.06. *Action Taken Without a Meeting.* The Directors will have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval

of all the Directors. Any action so approved will have the same effect as though taken at a meeting of the Directors.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. *General.* The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association. Except as provided by these Bylaws or the Declaration, the Board of Directors may do all such acts and things which are not specifically required to be done by the Members and may otherwise act in all instances on behalf of the Association.

Section 7.02. *Specific Powers and Duties.* Without limiting the generality of powers and duties set forth in Section 7.01 above, the Board of Directors will have the following powers and duties, in each case subject only to applicable requirements of the Montana Nonprofit Corporation Act:

- (a) To administer and enforce the covenants, conditions, restriction, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration.
- (b) To make, amend, and enforce compliance with such reasonable Rules and Regulations as may be necessary for the operation, use, and occupancy of the Hidden Harbor Marina, subject to the provisions of the Declaration. A copy of the original Rules and Regulations and each amended version will be delivered or mailed to each Member promptly after adoption.
- (c) To keep in good order, condition, and repair all of the Common Area and all items of personal property, if any, used in the enjoyment of the Common Area. No approval of the members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Bylaws.
- (d) To fix, determine, levy, and collect the Annual Assessments to be paid by each of the Members towards the expenses of the Association, and to adjust, decrease, or increase the amount of the Assessments, and to credit any excess of Assessments over expenses and cash reserves to the Members against the next succeeding Assessment period.
- (e) To levy and collect Special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All Special Assessments will be in statement form and will set forth in detail the various expenses for which the Special Assessments are being made.
- (f) To levy and collect Default Assessments by suit or otherwise and to enjoin or seek damages from a Slip Lessee as provided in the Declaration and these Bylaws; and to exercise other remedies for Delinquent Assessments as set forth in the Declaration.
- (g) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Bylaws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board will not borrow more than \$10,000

or cause the Association to be indebted for more than \$20,000 at any one time without the prior approval of a majority of votes of Members present and voting in person or by proxy on the issue.

(h) To enter into contracts within the scope of their duties and powers.

(i) To establish a bank account for the operating account of the Association and for all separate funds as required or deemed advisable by the Board of Directors.

(j) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses, or disbursements and to permit examination thereof by Members or their Mortgagees at convenient weekday business hours.

(k) To cause any and all roadways, parking areas, walkways, docks, and landscaped areas in and associated with the Hidden Harbor Marina to be maintained to the extent those facilities are within the jurisdiction or control of the Association.

(l) To delegate to the Manager or any other person or entity such of the Association's duties or responsibilities as may be more conveniently or efficiently performed by someone other than by the Association, and to agree to assess to the Members a reasonable fee for such services.

Section 7.03. *Manager.* The Board of Directors may employ for the Association a professional management agent or agents as Manager for compensation established by the Board of Directors to perform such duties and services as the Board of Directors will authorize. Declarant, or an affiliate or employee of Declarant, may be employed as Manager.

Section 7.04. *Hearing Procedure.* The Board will not impose a fine, suspend voting, or suspend any rights of a Member or other occupant for violations of rules and regulations or of the provisions of the Association Documents unless and until the procedure below is followed:

(a) *Demand.* Written demand to cease and desist from the alleged violation will be served upon the alleged violator specifying:

(i) The alleged violation;

(ii) The action required to abate the violation; and

(iii) A time period of not less than 10 days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

(b) *Notice.* At any time within 12 months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate will serve the violator with written notice of a hearing to be held by the Board. The notice will contain the following:

(i) The nature of the alleged violation;

- (ii) The time and place of the hearing, which time will not be less than 7 days from the giving of the notice;
- (iii) An invitation to attend the hearing and procure any statement, evidence, and witness on the Member's behalf; and
- (iv) The proposed sanction to be imposed.

(c) *Hearing.* The hearing will be held pursuant to the notice, affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these Bylaws, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement will be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. Written and oral evidence may be presented. The presenting party will provide copies of any written evidence to the other party or parties. The decision of the Board will be final.

(d) *Appeal.* The Board may in its discretion appoint a Hearing Committee to hear the matter. The decision of the Hearing Committee as adopted by the Board will be final.

These above-described procedures will not be necessary in order to impose any sanction or penalty for nonpayment of a delinquent Assessment.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.01. *Enumeration of Officers.* The officers of the Association will be a President, Secretary, and Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 8.02. *Election of Officers.* The election of officers will take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.03. *Term.* The officers of the Association will be elected annually by the Board, and each will hold office for one year or until his successor is duly elected and qualified, unless he sooner resigns, or is removed, or is otherwise disqualified to serve.

Section 8.04. *Special Appointments.* The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 8.05. *Resignation and Removal.* Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

Section 8.06. *Vacancies.* A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer replaced.

Section 8.07. *Multiple Offices.* Any two or more offices may be held by the same person except the offices of President and Treasurer.

Section 8.08. *Duties.* The duties of the officers are as follows:

(a) *President.* The President will preside at all meetings of the Association and the Board of Directors; will see that orders and resolutions of the Board are carried out; will sign all leases, mortgages, deeds, and other written instruments; will co-sign all promissory notes; cause to be prepared and will execute, certify and record amendments to the Declaration on behalf of the Association; and will exercise and discharge such other duties as may be required of the President by the Board.

(b) *Vice-President.* The Vice-President, if any, will act in place and stead of the President in the event of his absence, inability, or refusal to act, and will exercise and discharge such other duties as may be required by the Board.

(c) *Secretary.* The Secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and place it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records listing the Members together with their addresses; and perform such other duties as required by the Board.

(d) *Treasurer.* The Treasurer will receive and deposit in appropriate bank accounts all monies of the Association and will disburse such funds as directed by resolution of the Board of Directors; sign all checks of the Association unless the Board specifically directs otherwise, and co-sign all promissory notes of the Association; keep proper books of account; at the discretion of the Board, cause an annual audit of the Association books to be made by a public accountant at least once in every three fiscal years; and prepare an annual budget and a statement of income and expenditures to be presented to the members at their regular annual meeting, and deliver or make copies available of each to the Members.

ARTICLE IX COMMITTEES

The Board of Directors may appoint a Hearing Committee as described in Article VII above, and other committees as the Board deems appropriate in carrying out its purposes.

ARTICLE X INDEMNIFICATION

To the extent permitted by law and consistent with the Articles of Incorporation, the Association will indemnify every member of the Board of Directors, and every officer, employee and agent of the Association and every person who serves at the request of the Association as a manager,

director, officer, employee, fiduciary, or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust or other enterprise or employee benefit plan against liability asserted against or incurred by such person in such capacity or arising out of that person's capacity as such.

ARTICLE XI NONPROFIT CORPORATION

The Association is not organized for profit. No member of the Association, member of the Board of Directors, or person from whom the Association may receive any property or funds will receive or will be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event will any part of the funds or assets of the Association be paid as a dividend or be distributed to, or inure to the benefit of, any member of the Board of Directors. Notwithstanding the foregoing, (i) reasonable compensation may be paid to any member or Manager acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, (ii) any Member or Manager may, from time to time, be reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, and any Director may be reimbursed for actual expenses incurred in the performance of his duties.

ARTICLE XII AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of a majority of a quorum of Directors present in person or by proxy, but amendment of Article V, X, XII or any portion of those Articles will require approval of all Directors.

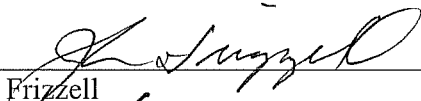
ARTICLE XIII MISCELLANEOUS


Section 13.01. *Fiscal Year.* The fiscal year of the Association will begin on the first day of January and end of the 31st day of December every year, except that the first fiscal year will begin on the date of incorporation.

Section 13.02. *Corporate Seal.* The Association will have a seal in circular form having within its circumference the words: "Hidden Harbor Association"

Section 13.03. *Conflicts of Documents.* In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles will control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

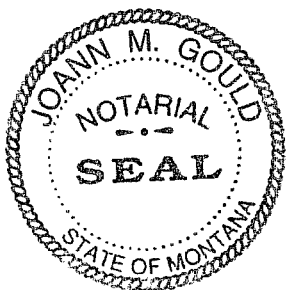
IN WITNESS WHEREOF, the undersigned members of the initial Board of Directors have executed these Bylaws this 26th day of November, 2008.

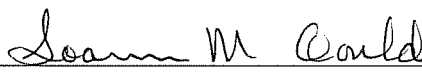

Jim L. Frizzell


Douglas D. Averill

STATE OF MONTANA)
 :SS
County of Flathead)

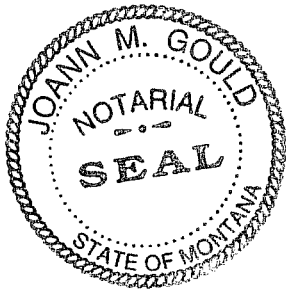
This instrument was acknowledged before me on this 26th day of November, 2008, by Jim L. Frizzell.





Signature of Notary Public
JOANN M. GOULD
Printed Name of Notary Public
Notary Public for the State of Montana
Residing at KALISPELL, Montana
My commission expires: 04/05/09

STATE OF MONTANA)
 :SS
County of Flathead)

This instrument was acknowledged before me on this 26th day of November, 2008, by Douglas D. Averill.




Signature of Notary Public
JOANN M. GOULD
Printed Name of Notary Public
Notary Public for the State of Montana
Residing at KALISPELL, Montana
My commission expires: 04/05/09

504209 MISC Pages: 2
STATE OF MONTANA LAKE COUNTY
RECORDED: 01/11/2010 3:17 KOI: MISC
RUTH E. HODGES, CLERK AND RECORDER
FEE: \$14.00 BY: Judy Muniz
TO: ,

After recording please return to:

Vincent G. Rieger
Law Office of Vincent G. Rieger, P.C.
4 Meridian Court
Kalispell, MT 59901

FIRST AMENDMENT
TO
BYLAWS
OF
HIDDEN HARBOR ASSOCIATION

THIS AMENDMENT (the "Amendment") to the Bylaws of the Hidden Harbor Association (the "Declaration") is made this 24th day of November, 2009, by the Board of Directors of the Association (the "Board").

RECITALS:

- A. On November 26, 2008, the Bylaws were adopted by the initial Board of Directors of the Association.
- B. On March 31, 2009, the Bylaws were recorded at the office of the Clerk and Recorder of Lake County, Montana at Microfilm No. 496910.
- C. Pursuant to the authority granted in Article XII of the Bylaws, the Board of Directors has adopted the following modification of the Bylaws.

NOW THEREFORE, pursuant to the powers granted to the Board of Directors, new Section 13.04 of the Bylaws shall read:

Section 13.04. *Notice.* Notwithstanding any other provision of these Bylaws, any notice to be given pursuant to these Bylaws or involving Association business shall be in writing and shall be provided electronically via e-mail to the e-mail address provided by the Slip Lessee-Member in the Slip Lease. Any Slip Lessee-Member or other party wishing to change its designated e-mail address shall do so by providing notice in writing to the Association. Rejection or other refusal to accept or the inability to deliver because of a changed e-mail address of which no notice was given shall be deemed to be a receipt of the notice.

All other provisions of the Bylaws not herein amended or in conflict herewith, are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the Board of Directors of the Hidden Harbor Association has signed this Amendment on the Date shown above.

HIDDEN HARBOR ASSOCIATION

Jim L. Frizzell
Jim L. Frizzell, Director

Douglas D. Averill
Douglas D. Averill, Director

STATE OF MONTANA)
)
)
County of Flathead)

This instrument was acknowledged before me on this 24 day of November, 2009, by Jim L. Frizzell, Director of the Hidden Harbor Association.



TIFFANY HAGEN
NOTARY PUBLIC - MONTANA
Residing at Bigfork, Montana
My Comm. Expires May 16, 2013

Tiffany Hagen
Signature of Notary Public

Printed Name of Notary Public
Notary Public for the State of Montana
Residing at _____, Montana
My commission expires: _____

STATE OF MONTANA)
)
)
County of Flathead)

This instrument was acknowledged before me on this 24 day of November, 2009, by Douglas D. Averill, Director of the Hidden Harbor Association.



TIFFANY HAGEN
NOTARY PUBLIC - MONTANA
Residing at Bigfork, Montana
My Comm. Expires May 16, 2013

Tiffany Hagen
Signature of Notary Public

Printed Name of Notary Public
Notary Public for the State of Montana
Residing at _____, Montana
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