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Vickie M Zeier, Missoula County Clerk & Recorder



**BYLAWS OF THE ENGLAND'S PLEASANT VIEW
HOMEOWNERS ASSOCIATION, INC.**

**SECTION 1
PURPOSE**

- 1.1 The purpose of these Bylaws is to regulate and manage the affairs of England's Pleasant View Homeowners Association, Inc., consistent with Montana law and the Articles of Incorporation. These Bylaws are not meant to, nor do they, duplicate or supersede the Covenants, as defined below.

SECTION 2

DEFINITIONS

- 2.1 Association: means and refers to England's Pleasant View Homeowners Association, Inc., a Montana non-profit Corporation, filed with the Montana Secretary of State.
- 2.2 Articles of Incorporation: means and refers to the Articles of Incorporation filed for the Association identified in Section 2.1, and all restatements or amendments to such Articles.
- 2.3 Board of Directors: means and refers to the Board Members as described herein.
- 2.4 Declaration of Covenants: means and refers to the certain Declaration of Covenants, Conditions and Restrictions Homeowner Association General Responsibilities for Pleasant View Homes recorded in Book 611, Page 418 on March 21, 2000, the Declaration of Covenants, Conditions, & Restrictions and Homeowner Association General Responsibilities for Pleasant View Homes No. 2 Subdivision recorded in Book 661, Page 601 on July 11, 2001, the Declaration of Covenants, Conditions, & Restrictions and Homeowner Association General Responsibilities for Pleasant View Homes No. 3 Subdivision recorded in Book 740, Page 868 on September

28, 2004, the Declaration of Covenants, Conditions, & Restrictions and Homeowner Association General Responsibilities for Pleasant View Homes No. 4 Subdivision recorded in Book 768, Page 1409 on February 14, 2006, and the Declaration of Covenants, Conditions, & Restrictions and Homeowner Association General Responsibilities for Phases I and II (Lots 528-609, or Single Family Portion) of Pleasant View Homes No. 5 Subdivision recorded in Book 826, Page 1260 on September, 2008 in the records of Missoula County, Montana, or as those Declarations may be subsequently amended, and such other areas as may be added by the Declarant as being subject to assessment by the Association.

- 2.5 Declarant: means and refers to that person or entity making the Declaration of Covenants, described in Section 2.4.
- 2.6 Lot: means and refers to any plot of land shown upon the recorded plat of the property subject to the Declaration of Covenants described in Section 2.4, and/or areas subsequently added and subject to the Declaration of Covenants, with the exception of common areas and dedicated streets and roads.
- 2.7 Member: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

SECTION 3 MEMBERSHIP

- 3.1 Membership Eligibility: The Members of the Association shall consist of those persons or entities who are mandated, pursuant to the Articles of Incorporation of the Association and described in Section 2.7 as Members.
- 3.2 Voting Rights: Each Lot owned by a Member or Members in good standing with no delinquent fees or assessments shall be entitled to one (1) vote. When more than one person holds an interest in a Lot, all such persons shall be Members. However, the one vote for such Lot shall be exercised as the Owners of that Lot determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Any reference in these Bylaws to voting by or requests from Members shall mean the one (1) vote that Members are entitled to cast per Lot owned. A simple majority of the

quorum of Members represented at any meeting shall be sufficient to pass motions, approve resolutions, or elect directors, unless a greater majority is required by Montana law, the Articles of Incorporation of the Association or these Bylaws.

- 3.3 Membership Meetings: The Members shall hold biannual meetings, preferably spring and fall, at a place and time to be determined by the Board of Directors. The purpose of said meetings shall be to elect persons to the positions of the Board of Directors, and/ or to transact any other matters which might come before the meeting. In the event a meeting is omitted by oversight or otherwise the Directors shall cause a meeting to be held in lieu thereof as soon as such meeting may be conveniently done. Any business transacted or elections held at such meeting shall be as valid as though called and held upon the date of the meeting previously specified. Such subsequent or replacement meetings shall be called in the same manner as prescribed for the calling of special meetings of the Members.
- 3.4 Special Meetings: Special meetings of the Members may be called at any time by the President of the Association or by the Board of Directors. It shall be the duty of the President and Board of Directors to call such special meetings whenever so requested in writing by 33% percent of the Members. Such meetings shall be held at place as is specified in the Notice of Meeting. Notice of special meetings shall be given in accordance with Section 3.5.
- 3.5 Notice of Meetings: Except as otherwise required by statute, written or printed notice stating the location, date and hour of the biannual Member meeting and in the case of special meetings, the purpose for which the meeting is to be held, shall be delivered not less than ten days nor more than thirty days before the date of any such meeting. Such notice shall be given by the Secretary of the Association at the direction of the President or the Board of Directors. Said notices may be delivered either in person, via facsimile, through the United States Mail, or by e-mail. If such notice is mailed it shall be deemed delivered when deposited in the United States Mail properly addressed with the postage prepaid. If the notice is by facsimile, it shall be deemed delivered when sent to the property facsimile number of the recipient and if by e-mail when sent to the proper e-mail address of the recipient. It is the obligation of the Member to keep the Association advised of that Member's current mailing address and the current facsimile and email addresses if the Member chooses to use that method to receive notice. The attendance of a Member at any meeting shall be deemed to be a waiver of notice unless that Member shall be in

attendance for the sole expressed purpose of objecting to the transaction of business because the same was not lawfully called or convened.

- 3.6 Order of Business: The order of business at the biannual meetings and as far as possible at all other meetings of the Members shall be determined by the President.
- 3.7 Conduct of Business: The President or his/her designee shall preside over all meetings. The purpose of the meetings is to exchange ideas, address concerns and provide information. The meetings shall be conducted in an orderly manner, with only one Member speaking at a time, when recognized by the President or his/her designee. Members shall conduct themselves in a courteous, respectful manner. The Secretary or his/her designee shall keep general minutes of the meeting. Minutes will be available on the Association's website within a minimum of ten (10) business days before the next meeting. Members may request copies of the minutes.
- 3.8 Membership Rolls: The Association shall maintain a membership roll containing the names and addresses of all of the Members of the Association. This membership roll shall be prima facie evidence of the identity and address of the Members entitled to vote and to exercise all other rights of membership. The membership rolls shall be open to inspection upon reasonable request to the custodian of such rolls. It is the obligation of the Member to keep the Association advised of that Member's current mailing address and the current facsimile and email addresses if the Member chooses to use that method to receive notices.
- 3.9 Quorum: Those Members of the Association, represented either in person or by proxy, shall constitute a quorum at any meeting of the Members.
- 3.10 Proxies: A Member may appoint a proxy to vote or otherwise act for the Member by signing an Appointment form, either personally or by attorney-in-fact. Appointment of a proxy is effective when received by the Secretary. An appointment is valid for eleven (11) months unless a different period is expressly provided in the Appointment form. However, a proxy is not valid for more than three (3) years from its date of execution. An appointment of a proxy is revocable by a Member. The death or incapacity of a Member appointing a proxy does not affect the right of the Association to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary before the proxy exercises authority under the appointment. Appointment of a proxy is revoked by the Member appointing the proxy either attending a meeting and voting in person or signing and delivering to the Secretary a written statement

indicating that the appointment of the proxy is revoked or a subsequent Appointment form. The Association is entitled to accept the proxy's vote or other action as that of the Member who made the appointment.

- 3.11 Cumulative Voting: Cumulative voting shall not be permitted for any purpose.

SECTION 4 BOARD OF DIRECTORS

- 4.1 General Powers: The business affairs of the Association shall be managed by the Board of Directors.
- 4.2 Board of Directors: The Board of Directors shall consist of nine (9) Board Members and one alternate. Each member of the Board of Directors shall have an equal vote in all voting matters. In the event of a tie vote, the alternate Director shall be entitled to cast a vote to break the tie vote. The number of Directors may be increased or decreased by amendment to the Bylaws. Each position within the Board of Directors shall be a term of up to three years. The terms shall be staggered as set out in Section 4.4 so that as few positions as possible need to be chosen at each biannual meeting.
- 4.3 Nominations: Any Member may nominate a Member for a position on the Board of Directors. Nominations shall be made by sending notice of same to the current Secretary of the Board of Directors. Nominations may also be accepted from the floor at the Member meeting. Elections shall be conducted at a biannual Member meeting.
- 4.4 Election of Directors: Directors shall be chosen at a biannual Member meeting, with a quorum as required herein, of the membership by election according to the highest number of votes received. Such election shall be a noticed item on the delivered, mailed, faxed or emailed agenda of the Member meeting. The meeting agenda may contain the names of persons nominated for such election, if the person nominated has indicated agreement to the Secretary with his or her nomination. Nominations for the positions noticed on the agenda may also be taken and voted upon on the floor of the Member meeting.

Board of Directors Election Cycle Effective 2010
Year 1 Spring - Director #4, Director #5
Year 1 Fall - Director #1
Year 2 Spring - Director #6
Year 2 Fall -#3, Director #7
Year 3 Spring - Director #8, Director #9

Year 3 Fall – Director#2

The Directors' may appoint one alternate who will have full duties and responsibilities as other Directors, except the Alternate Board Member will only be entitled to vote as a Board Member in case of a tie or if one (1) or more Board Members is not available to vote because a Board Member is absent or abstains from voting for any reason. At such time that a Director resigns or is terminated, the alternate may be appointed by the Directors to fill that vacant position.

- 4.5 Voting by Ballot: The election of Directors shall be accomplished through closed ballot, either in person or by proxy. Voting upon any question or other matters may be oral unless the presiding officer of such meeting shall order or any Member shall demand that voting be conducted by ballot. The Secretary shall be in charge of counting and affirming election results, or may delegate such authority to any other Board Member(s).
- 4.6 Qualifications and Term of Office: Each Director shall be a Member in good standing of the Association. The term for each Director shall be three years, except for initially created positions in order to stagger terms, or until his or her successor is elected or until he or she has resigned or has been removed in the manner as provided in this Section. Any Director may be nominated for re-election.
- 4.7 Meetings: The Board of Directors by resolution may establish the time and place of regular monthly meetings of the Directors. Special meetings of the Board of Directors may be called by the President of the Association or by two-thirds of the Board of Directors. Notice of all meetings provided for in this part shall be given to all Directors in accordance with the provisions of Section 4.8.
- 4.8 Notice: Notice of all annual and regular meetings shall be delivered to each Director by the Secretary at least five (5) days prior to the time fixed for such meeting. Notice of any special meeting of the Board of Directors shall be in writing and the Secretary shall deliver such notice to each Director at least three days prior to the date set for any such special meeting. Said notices may be delivered either in person, via facsimile, through the United States Mail, or by e-mail. If such notice is mailed it shall be deemed delivered when deposited in the United States Mail properly addressed with the postage prepaid. If the notice is by facsimile, it shall be deemed delivered when sent to the property facsimile number of the recipient and if by e-mail when sent to the proper e-mail address of the recipient. For the purpose of this section the proper address, facsimile number and e-mail address shall be the addresses of the Directors as they

shall appear on the membership roll of the Association. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall be deemed to be a waiver of notice unless that Director shall be in attendance for the sole expressed purpose of objecting to the transaction of business because the same was not lawfully called or convened. Neither the business to be transacted nor the purpose of any annual or regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, but the notice of any special meeting shall state the business and purpose of the special meeting to be held.

- 4.9 Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.
- 4.10 Manner of Acting: The act of the majority of the Directors present at any meeting at which a quorum is present shall be deemed the act of the Board of Directors.
- 4.11 Removal and Resignation: Any or all Directors may be removed from office with or without cause by a vote of the simple majority of a quorum of Members at the annual meeting or any special meeting called for that purpose. A Director may resign, effective upon receipt of written notice of such resignation to the Chairman of the Board, if one shall have been chosen, or the President or Secretary of the Association. Any Director who ceases to own a Lot or misses four or more monthly meetings of the Board of Directors within a one year period without a reason acceptable to the Board of Directors shall be deemed to have resigned. Any Director removed or resigned who is a chair of any committee shall cease to be a chair of such committee.
- 4.12 Vacancies: Interim vacancies occurring among the Directors due to resignation, removal, or an increase in number of Directors' positions, shall be filled by vote of the remaining Directors at any Directors' meeting. If the remaining Board of Directors is unable to agree on an individual to fill such vacancy, then the Association President for that purpose shall fill the vacancy. When a vacancy in the Board of Directors is created by virtue of an increase in the number of Directors, such vacancy shall be filled by an appointee of the Board of Directors. Such appointee shall hold the appointed Director position until the next biannual election of Directors at which time the office held by such appointee shall be filled by an election of the Members as in the case of the election of other Directors.
- 4.13 Compensation: By resolution, the Board of Directors may authorize the reimbursement and amount to Directors or Members of extraordinary expenses incurred for the benefit of the Association. The Board of

Directors shall have their Homeowners Association Dues waived while they are in term.

- 4.14 Presumption of Action: Any Director of the Association who is present at a meeting of the Board of Directors at which any action relating to any corporate matter is taken shall be conclusively presumed to have consented to such action unless his dissent shall be entered upon the minutes of the meeting or filed in writing with the person acting as secretary of the meeting prior to its adjournment or forwarded by registered mail to Secretary of the Association immediately upon adjournment of such meeting. No Director who voted in favor of any such action shall have the right to dissent.
- 4.15 Order of Business: The order of business at the meetings of the Directors shall be determined by the President. The President and Secretary of the Association shall act as the chairman and secretary of each Directors' meeting unless, in their absence, other Directors take their place as agreed upon by a majority of the Directors present.
- 4.16 Action Without a Meeting: Any action required to be taken by the Directors, may be taken by an electronic mail vote of the Directors, if consent in writing setting forth the action so taken shall be signed by a majority of the Directors entitled to vote with respect to the subject matter thereof.

SECTION 5 COMMITTEES

- 5.1 Committees: The Board of Directors may create, designate and appoint one or more committees. Each committee shall consist of at least two or more Directors and if desired, any additional Members of the Association as may be determined by the Board upon creation of such committee. The Board in creating a committee shall state the purpose for which that committee is created, the limits upon that committee's power, and the manner in which that committee may act. Unless otherwise limited, the committee shall have and exercise all of the authority of the Board of Directors, except such authority shall not in any instance include authority to: (a) elect, appoint or remove any member of any committee, any director or officer of the Association; (b) amend or restate the Articles of Incorporation; (c) adopt a plan of merger or consolidation with another corporation; (d) authorize the sale, lease, exchange or mortgage of any property or assets of the Association; (e) authorize a voluntary dissolution of the Association or revoke proceedings thereof; (f) adopt a plan for distribution of the assets of the Association; or (g) amend, alter or repeal

any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by any committee. The Chair of the Committee shall be a member of the Board of Directors.

SECTION 6 OFFICERS

- 6.1 Qualifications, Election and Term of Office: Each Officer shall be a Member in good standing of the Association. Each Officer shall be a member of the Board of Directors and shall be elected by a majority vote of the Board. Terms are three years in length. Each officer shall hold office until his successor shall have been duly elected and qualified or until his death, resignation or removal.
- 6.2 Resignations and Removal: Any Officer may resign at any time by giving written notice of such resignation to the Board of Directors, the President, or the Secretary of the Association. Unless otherwise specified in said written notice, such resignation shall take effect upon acceptance thereof by the Board of Directors. Any officer having been elected and appointed by the Members may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person removed. Any Officer who ceases to own a home or misses four or more meetings of the Board of Directors within a one year period without a reason acceptable to the Board of Directors shall be deemed to have resigned. The election or appointment of any officer or any other agent shall not in itself create contractual rights. Vacancies occurring among the Officers for any reason shall be filled by vote of the Board of Directors at any Directors' meeting.
- 6.3 President: The President shall be the principal executive officer of the Association and shall in general supervise and conduct all of the business of the Board of Directors. The President shall preside at all meetings of the Members or the Board of Directors. The President must sign with the Secretary of the Association or other proper officer as designated by the Board of Directors, the annual statements, all deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases where the signing and execution of such documents shall be expressly delegated by the Board of Directors or these Bylaws to some other officer or agent of the Association or shall be under the laws of the State of Montana required to be otherwise assigned or executed. The President shall perform all duties incidental to the office of the President and shall perform such other duties as may be prescribed by

the laws of the State of Montana, the Articles of Incorporation or by the Board of Directors.

- 6.4 Vice President: In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President. When so acting the Vice President shall have all the powers of and be subject to all the restrictions upon the President. The Vice President may sign together with a majority of the Directors exclusive of the President the annual statement of the Association. The Vice President shall perform all other duties as may from time to time be assigned by the President or the Board of Directors.
- 6.5 Secretary: The Secretary shall: (a) keep the minutes of the proceedings of the Members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provision of these Bylaws or as otherwise required by the Articles or Statutes; (c) be custodian of the Corporate records and seal of the Association and see that such seal is affixed to all documents executed on behalf of the Association; (d) keep a register of the post office addresses of each of the Members; (e) have general charge of the membership rolls of the Association; and (f) in general, perform all of the duties incidental to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.
- 6.5 Treasurer: The Treasurer shall: (a) have charge and custody and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever; (c) deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; (d) execute and file liens for past due assessments as required; and (e) in general, perform all of the duties incidental to the office of Treasurer and any other such duties as from time to time may be assigned by the President or the Board of Directors. The Board of Directors may require the Treasurer to give a bond for the faithful discharge of his/her duties in such sum and with a surety or sureties as the Board of Directors shall determine is appropriate. The cost of any such bond shall be paid for by the Association.

SECTION 7 ACCOUNTING

- 7.1 Fiscal Year: The fiscal year of the Association shall begin on the first day of January in each year and end on December 31st of that year.

- 7.2 Quarterly Statements: Statements for Association dues shall be sent to all Association Members on a quarterly basis. If statements are not paid by the end of the previous quarter, they shall be considered delinquent.
- 7.3 Interest: Delinquent accounts shall incur interest at the rate of 10% per annum.
- 7.4 Notices: A "First Notice" will be sent out to Association Members when their Dues first become Delinquent. A "Second Notice" will be sent to Association Members if their accounts remain delinquent 30 days after the "First Notice" is sent. A "Third Notice", along with a copy of a Lien, shall be sent by registered mail to Association Members whose accounts remain delinquent for 30 days after mailing of the "Second Notice."
- 7.5 Lien Filing: A Lien shall be filed against property owned by Association Members whose accounts remain delinquent for 7 days after receiving the "Third Notice."
- 7.6 Satisfaction of Lien: A Satisfaction of Homeowner's Association's Lien shall be filed and recorded with the Missoula County Clerk & Recorder's Office when the delinquent account is paid current and remain current for one year.
- 7.7 Collection: The Board of Directors will at any time have the option of turning delinquent accounts over to a collection agency for collection.

SECTION 8 CORPORATE SEAL

- 8.1 Corporate Seal: The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, State of incorporation and the words "Corporate Seal".

SECTION 9 WAIVER OF NOTICE

- 9.1 Waiver of Notice: Whenever any notice is required to be given by these Bylaws, the Articles of Incorporation or any of the laws of the State of Montana, a waiver thereof in writing signed by the person or persons entitled to such notice whether before or after the time stated therein shall be deemed the equivalent of giving such notice.

SECTION 10 CONFLICTS OF INTEREST

- 10.1 **Conflict of Interest:** In these Bylaws, the following circumstances shall be deemed to create a Conflict of Interest: a Director, Officer, Member, employee or volunteer, including a family member of any of the foregoing, is a party to a contract, or involved in a transaction with the Association for goods or services; a Director, Officer, Member employee or volunteer including a family member of any of the foregoing, has a material financial interest in a transaction between the Association and an entity in which the Director, Officer, Member employee or volunteer, or a family member of the foregoing, is a Director, Officer, Member agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative; a Director, Officer, Member employee or volunteer, including a family member of the foregoing, is engaged in some capacity or has a material financial interest in a business or enterprise that competes with the Association.

"Compensation" includes direct and indirect remuneration as well as gifts, gratuities, entertainment or favors. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of the Association.

A "Family Member" is a spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of an Interested Person.

A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect an Interested Person's or Family Member's judgment with respect to transactions to which the entity is a party.

A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to the Association is not a Contract or Transaction.

- 10.2 **Duty to Disclose:** Prior to Board, Membership or Committee action on a Contract or Transaction involving a Conflict of Interest, an Interested Person having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting. A Director,

Member or committee member who plans not to attend a meeting at which he or she has reason to believe that the Board, Membership or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.

- 10.3 Determining Whether a Conflict of Interest Exists: After disclosure of the financial interest and all material facts, and after any discussion with the Interested Person, he/she shall leave the meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board, Members or committee members shall decide if a conflict of interest exists.
- 10.4 Procedures for Addressing the Conflict of Interest: An Interested Person who has a Conflict of Interest shall not participate in or be permitted to hear the Board's, Membership's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting. An Interested Person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The Interested Person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.
- 10.5 Violations of the Conflicts of Interest Policy: If the Board of Directors has reasonable cause to believe anyone has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors determines the person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- 10.6 Confidentiality: Each Director, Officer, Member, employee and volunteer shall exercise care not to disclose confidential information acquired in connection with disclosures of conflicts of interest or potential conflicts. Furthermore, Directors, Officers, Members, employees and volunteers shall not disclose or use information relating to conflicts of interest or

potential conflicts of interest for their personal profit or advantage or the personal profit or advantage of their Family Member(s).

SECTION 11 AMENDMENTS

- 11.1 Amendments: The Board of Directors by the affirmative vote of a two-thirds majority of those Directors in attendance, may at any meeting where a quorum is present amend or alter any of these Bylaws provided that the substance of the proposed amendment shall have been stated in the notice of the meeting.
- 11.2 Members: The Members at any special or annual meeting where a quorum is present may, by a two-thirds majority vote of those in attendance, either represented in person, or by proxy amend or alter these Bylaws, provided that the substance of the proposed amendment shall have been stated in the notice at the meeting.

SECTION 12 SEVERABILITY

- 12.1 Severability: If any portion of these Bylaws is deemed to be contrary to law by a Court of competent jurisdiction, such portion of the Bylaws is severable from the remaining provisions of the Bylaws and those remaining provisions shall be legally binding.

CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, representing the Board of Directors of England's Pleasant View Homeowners Association, Inc., and in accordance with Section 11.1 of this Association's Bylaws, do hereby assent to the adoption of the foregoing Bylaws and do hereby certify that the same were duly adopted as the Bylaws on the 7th day of July, 2010, and that the same do now constitute the Bylaws of said Association.

DATED this 7th day of July, 2010.
England's Pleasant View Homeowners Association, Inc.



President: Richard Chapman



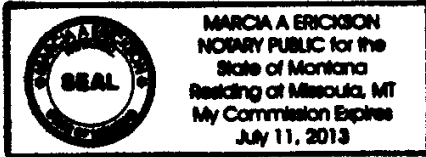
Secretary: Richard I Hexter

STATE OF MONTANA)

: ss

County of Missoula)

This instrument was acknowledged before me on July 7,
2010 by Richard Chapman, President and Richard I Hexter, Secretary on behalf
of England's Pleasant View Homeowners Association.



Marcia A. Erickson

Marcia A. Erickson

Notary Public for the State of Montana
(NOTARIAL SEAL) Residing at: Missoula
My commission Expires: July 11, 2013