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STATE OF MONTANA MADISON COUNTY

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To: WALTER PEASE, 340 SUNDANCE BENCH RD, CAMERON MT 59720

AMENDED AND RESTATED BY-LAWS  
OF  
SUNDANCE BENCH OWNERS' ASSOCIATION  
CAMERON  
MADISON COUNTY  
MONTANA

July 30, 2022

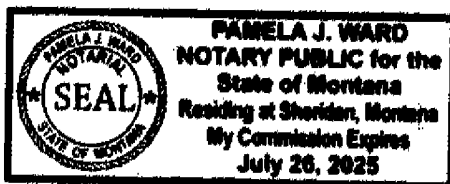
STATE OF MONTANA  
COUNTY OF MADISON

THIS RECORD WAS SIGNED BEFORE ME ON August 15, 2022

By: WALTER L. Pease *Walter Pease*

*Pamela J. Ward*

(NOTARY SIGNATURE)



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**BY-LAWS**  
**OF**  
**SUNDANCE BENCH OWNERS ASSOCIATION**  
**MADISON COUNTY, MONTANA**

**ARTICLE I**

**INTRODUCTION**

The provisions of these By-Laws shall apply to and govern the Sundance Bench Owners' Association, established for the purpose of performing the rights, obligations, and duties of the Association as set forth in the Protective Covenants covering the properties of Sundance Bench.

**ARTICLE II**

**DEFINITIONS**

The terms below shall have the following meanings when used in these By-Laws:

1. The terms "Sundance Bench Owners' Association", "Sundance Bench Owners' Association", "Sundance Bench Home Owners' Association", "common recreation area", "Recreation Area", "common area", "common property", "member", and "owner" shall have the same meanings as those set forth in the Protective Covenants.
2. "Association" shall mean Sundance Bench Owners Association.
3. "Articles" shall mean the articles contained in these By-Laws of the Association and as said articles are amended from time to time.
4. "Improvements" shall mean buildings, garages, carports, out buildings, roads, driveways, walkways, parking areas, recreational facilities and areas, fences, walls, covered patios, porches, elevated porches, sun decks, balconies, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of any kind.
5. "Board" shall mean the Board of Directors of the Association.

6. "Protective Covenants" shall mean and refer to the Protective Covenants applicable to the properties and recorded in the office of the Clerk and Recorder of Madison County, Montana (133125 Records, Pages: 10. Recorded 09/23/2009) together with any and all amendments thereto.

7. "Owner(s)" shall mean the owner(s) of real property described in the Protective Covenants and the record holder of free title, or a buyer under a contract of sale.

8. "Member" shall mean the owner(s) or person designated by the owner(s) to vote and act on behalf of the owner(s). Twenty (20) acre properties receive two votes while ten (10) acre properties receive one vote.

9. "Bench" and "The Bench" shall mean Sundance Bench, the property described in the Protective Covenants.

### ARTICLE III

#### MEMBERSHIP ASSESSMENT AND ENFORCEMENT

1. Membership Assessment: Regular annual operating, special operation, and capital improvement(s) assessments of the Association shall be paid by the members of the Association subject to the conditions and limitations set forth in the Protective Covenants and/or these By-Laws. The Board shall collect and enforce such assessments. Assessments shall be billed on an annual basis and notice of same shall be mailed, e-mailed, or sent in another form to each property owner on or before the first day of February. All assessments become due thirty (30) days after date of mailing and delinquent twelve (12) days thereafter. The Board has the authority to impose charges for interest and penalties for overdue payments. No increase may be made in the assessments without prior approval of sixty-six (66) percent of all the fifty-four (54) votes of the membership in the Association. Such votes may be cast in person, by proxy, or via email. Assessments must be based upon an annual budget that has been prepared by the Board of Directors, submitted to the membership in advance of the annual meeting, and approved by a majority of the members.
2. Enforcement:
  - a. Lien Rights: For the purpose of enforcing and collecting assessments, this Association shall have lien rights, as provided in the Protective Covenants.
  - b. Voting Rights: The Board shall have the right to suspend the voting rights and the right of use of the common area (Recreation Area) of any member(s) of the Association for the period during which any assessment against the lot owned by such member(s) remains unpaid and delinquent.
  - c. Penalties on Delinquent/Overdue Payments: Delinquent assessments, fines, or

payments less than 6 months overdue shall be subject to a penalty of 50% of the amount overdue. Delinquent assessments, fines, or payments more than 6 months overdue shall be subject to a penalty of 100% of the amount overdue. These penalties may be imposed to offset costs associated with the collection of the delinquent/overdue amount. The Board may excuse these penalties if an owner shows good cause.

d. Interest on Delinquent/Overdue Payments: The Board shall have the authority to impose interest on delinquent assessments, fines, or payments. The interest rate on delinquent assessments, fines, or payments shall be 1.5% per month or 18% per annum, not compounded, of the amount overdue.

## ARTICLE IV

### SUSPENSION OF RIGHTS OF USE OF THE RECREATION AREA

The Board of Directors shall have the authority to suspend the right of any member to use the common area (Recreation Area) for a period of thirty (30) days for any infraction of the Association rules or By-Laws relating to the Common/Recreation Area committed by any member or guest of a member. Any suspension of the right to use the common area (except as provided above in Article III for failure to pay assessments) shall be imposed only by the Board of Directors at a meeting called for such purpose and at which a quorum of the Board is present, either in person or by e-mail. Written or e-mail notice of such meeting shall be given to the member whose rights are presented for suspension at least ten (10) days prior to the meeting. Notice shall be given either by personal delivery, e-mail, or United States mail, certified, registered, or return-receipt- requested, to the address, or e-mail address given to the Association by the member for correspondence affecting the Association. Such notice shall be deemed given and received ten (10) days after being deposited in the U. S. mail. The member whose rights are being presented for suspension shall be entitled to appear at such meeting and to present his or her case as to why such rights should not be suspended in accordance with the provisions of this section.

## ARTICLE V

### BOARD OF DIRECTORS

As provided in the Protective Covenants, the affairs of the Association shall be managed by a Board of Five (5) Directors.

1. Number, Qualification(s), and Term(s) of Office: There shall be five (5) directors, who shall be property owners and serve for terms of three years. Terms shall be staggered to distribute elections across a three-year period.

2. Nomination: The Board will announce vacancies and invite nominations, which shall be reported in advance of the annual meeting. Additional nominations may also be made from the floor at the annual meeting by members present.

3. Election to the Board of Directors: If more candidates are running than there are openings on the Board, then votes will be cast by written secret ballots. In the event that the number of individuals running equal the number of open seats, then an oral vote may take place. At such election the members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Protective Covenants (Two (2) ballots for each twenty (20) acre parcel and one (1) ballot for each ten (10) acre parcel). Cumulative voting is not permitted, meaning that members cannot write a candidate's name more than once on each ballot. Votes shall be counted by one Board member and one non-Board member. The person (s) receiving the largest number of votes shall be elected.

4. Removal and Vacancies: Any director may be removed from the Board, with cause, by a majority vote of the Association members. In the event of death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

5. Regular Meetings: A meeting of the Board of Directors shall be held annually, following each annual meeting of the Association, at a place and time to be determined by the Board Members. Notice of such meeting shall be sent out no less than thirty (30) days prior to the meeting. Meetings may fall upon legal holidays.

6. Special Meetings: Special meetings of the Board of Directors may be held when called by the President of the Association or by any two directors, at a place and time agreed upon by the Board, without notice to the Association. Notice must be given to each director not less than seven (7) days prior to such a meeting unless all Board Members agree that such notice is not necessary

7. Quorum: A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Every act or decision done or made by a majority of the directors communicating by e-mail and/or telephone shall be regarded as the act of the Board.

8. Action Without Meeting: The Board shall have the right to take any action without meeting that they might have taken at a meeting if written approval (which may be in the form of e-mail) is filed by a majority of the Board Members with the Board Secretary. Any action, so approved, shall have the same effect as though taken at a meeting of the directors. Business and actions of the Board may also be conducted by email and/or telephone conversation with notice given to all Board Members of such business and actions. If any Board member requests a meeting, whether in person or by audio or video conference so that all five Board Members are participating simultaneously, then no action can be taken by a series of individual conversations, emails, or phone calls.

9. Compensation: No director shall receive compensation for any service or duty performed as a member of the Board of Directors rendered to the Association. No director shall be reimbursed for the purpose of attending meetings. Administrative costs, including supplies, postage, and telephone calls that directly affect the Association may be reimbursed.

10. Officers: Following the annual meeting, the Board of Directors shall appoint:

a.) a president who shall conduct the meetings and who shall be authorized to execute contracts, documents, and agreements for the Association upon approval of such action by a majority of the Board.

b.) a secretary who shall record and keep copies of the minutes of all annual and Board meetings. The Secretary will send the minutes of the annual meeting to the Sundance Bench ~~property~~ Owners, maintain an accurate list of all property owners and their contact information, and perform such other duties as the Board of Directors may require.

c.) a treasurer who shall be responsible for the Association checking account, keeping an accurate record of all expenditures, and preparing an annual budget to be voted on at the annual meeting. The Treasurer shall be responsible to file financial reports to government entities.

d.) Since the Treasurer and Secretary have the ability to sign checks, in the event that the President is unable to serve for any reason, in his/her absence, either the Secretary or Treasurer will temporarily take over the President's responsibilities.

11. Powers and Duties: In carrying out any action authorized or approved by a majority of the members of the Association, all Association powers and duties shall be exercised or controlled by the Board of Directors, subject to the limitations of the By-Laws and the Protective Covenants. Without limiting the generality of the foregoing, the Board shall:

(a) cause the common area, roads, perimeter fencing and gates, recreational facilities, parking, and the improvements, facilities, structures, and landscaping thereon to be operated, protected, and maintained, and to procure and pay for insurance, including any required by the Protective Covenants.

(b) have the power to adopt and amend the Association rules governing the use of the common area, and the personal conduct of the members and their guests thereon in the manner provided for by the Protective Covenants.

(c) have the power, upon majority vote of the Board members, to declare the office of any member of the Board of Directors to be vacant in the event that he or she is absent from two consecutive regular meetings of the Board of Directors without good cause.

(d) employ independent contractors and such other employees as deemed necessary, prescribe their duties, and enter into contract(s) to provide maintenance of the roads, perimeter fencing and gates, and common areas. The cost of such contract(s) shall be from the funds of the Association.

(e) cause to be kept a complete record of all of its acts and affairs and present a statement thereof to the members at the annual meeting of the members or at any duly called special meeting of the members.

(f) supervise all managers, agents, and employees of the Association in order to ensure that their duties are properly performed.

## ARTICLE VI

### ARCHITECTURAL COMMITTEE

The five (5) members of the Board of Directors shall act as the Architectural Committee on behalf of the owners. In the event a provision of the By-Laws contradicts the Covenants, the Covenants shall prevail per Article XIII (2).

1. No building, construction, landscaping, parking area, fence, wall, or other improvements shall be placed, constructed, remodeled, or added to on any lot or area until building and site plans and specifications, and such other information as the Board may reasonably require, including, without being limited to, colors, building materials, and models, have been submitted to and approved by the Board in writing; nor may the same be commenced until the Board shall have issued a permit allowing for such improvements. The Board must act on plans within thirty (30) days of their verified receipt or the plans will be deemed approved as submitted.

2. The Owner shall require that all construction complies with the provisions of the following standard codes or their amendments:

Uniform Building Code  
International Conference of Building Officials National Plumbing Code  
National Electrical Code  
National Fire Protection Association  
Codes and requirements of the State of Montana and Madison County

3. Unless otherwise specified in the Protective Covenants or By-Laws, the Board shall designate setback requirements for any structures as, in its discretion, best suited to the requirements of the site; however, there will be a minimum setback of fifty (50) feet from the front property line and one hundred (100) feet from the side and rear property lines of the original tract lines of July 1, 1977 or property lines on plats approved by the Board of Directors and recorded with Madison County.

4. The Board shall have the authority to reject materials, designs, or colors submitted with plans, or the plans themselves, if they are not compatible with the rest of the properties.

5. The Board shall have the authority to grant variance to the building codes, setback requirements, maximum height, minimum square footage, etc. where, in its discretion, it believes the same to be necessary and where same will not be injurious to the rest of the properties.

6. All improvements, construction, reconstruction, alterations, remodeling, or any activity requiring the approval of the Board must be completed in substantial compliance with the plans and specifications initially approved by the Board.

7. The Board shall have the power, authority, standing, and right to enforce the Protective Covenants and By-Laws in any court of law or equity when it reasonably believes the same have been violated and shall have the authority to revoke or suspend building permits and/or order suspension or cessation of any construction or work in violation of the Protective Covenants, By-Laws, or any permit issued by the Board.

8. The Board shall be governed by the following guidelines in its consideration of plans and specifications submitted for its approval:

(a) It must recognize that all buildings and improvements in Sundance Bench must harmoniously combine.

(b) In considering any plans or specification, the Board shall examine the suitability of the same to the site, including the materials of which it is to be constructed as well as the relationship of the same to the neighborhood and the adjacent properties

(c) Landscaping: A landscaping diagram shall accompany any and all plans for new construction or remodeling, except for minor changes to landscaping which will alter or change less than Twenty-Five (25) Percent of approved/existing landscaping.

(d) All plans and specifications shall be in full compliance with all of the terms and provisions of the Protective Covenants and By-Laws, except for any waivers that may have been granted by the Board in writing for such plans and specifications.

9. Interpretations: All questions of interpretation or construction of any of the terms or conditions in this Article shall be resolved by the Board, and its decision shall be final, binding, and conclusive on all parties affected.

## ARTICLE VII

### BOARD LIABILITY

The Board or the members thereof may not be held liable by any person for any damages which may result from Board action taken pursuant to the Protective Covenants or By-Laws adopted by the Association, including, but not by way of limitation, damages which may result from correction, amendment, change, or rejection of plans, the issuance or suspension of building permits or any delays associated with such action on the part of the Board.

## ARTICLE VIII

### COMMITTEES

1. Committees: Owners and Board Members may suggest the need for a committee to address an issue. The Board of Directors may, upon consideration, appoint an Association member to chair a committee, and if necessary send out a request for volunteers to the membership, limit the number of participants, and assign a Board member to serve as liaison. When completed, the committee chair will offer the Board a report. Any work that involves changes that affect owners will be brought to the membership at the annual meeting for discussion and if necessary, a vote.
2. Powers and Duties: Such committees shall have the powers and duties given them in the Protective Covenants, these By-Laws, and the resolutions by which they are created.
3. Compensation: Under no circumstances shall any compensation be paid to any member of any committee for services rendered as a member thereof, provided, however, that any committee member may be reimbursed for his or her actual authorized expenses incurred in the performance of committee duties.

## ARTICLE IX

### MEETINGS OF MEMBERS

As provided in the Protective Covenants, a meeting of the Association shall be held annually at a time and place to be determined by the Board of Directors, for the purpose of transacting business of the Association.

1. Association Business: At the annual meeting members will discuss and, when necessary, vote on items listed on the agenda or brought up during the meeting.
2. Election of Board Members: In accordance with ARTICLE V of these By-Laws, an election shall be held at annual meetings of the Association for the members to replace or reinstate Board member(s) whose term(s) of office will have expired.
3. Special Meetings: Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of the fifty-four (54) eligible votes.
4. Notice of Meetings: Written notice of each meeting of the Association, including special meetings, shall be given to all members at least thirty (30) days in advance of the meeting. Notice shall be emailed or mailed, postage prepaid, to each member entitled to vote. It shall be emailed or mailed to the member(s) last recorded address on the books of the Association, unless another address is provided by a member for the purpose of such notice. Written notice of any meeting called for the purpose of approving an assessment shall be given not less than thirty (30)

days, nor more than sixty (60) days, before such meeting. All notices shall specify the place, time, date, and purpose of the proposed meeting.

5. Quorum: The presence at the meeting of members or of proxies entitled to cast one-half (1/2) of all the fifty-four (54) votes of membership shall constitute a quorum for any action. However, if a quorum is not present at the first meeting called for the purpose of approving assessments, another such meeting may be called within thirty (30) days, contrary to the notice requirement set forth in Section 4 above. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

(a) If a quorum is not present or represented by proxy at any meeting, any member entitled to vote thereat shall have the power to adjourn the meeting to a date within thirty (30) days of the meeting, without notice other than announcement at the meeting.

(b) The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough members so that less than a quorum is present; the members then remaining and entitled to cast votes at such meeting shall constitute a quorum in connection with all items on the published agenda of that meeting.

(c) The vote of any owner who has missed two or more immediately previous consecutive annual meetings, either by proxy or in person, shall not be used in figuring a quorum. In calculating the total number of votes for a meeting, voting rights that have been suspended in accordance with the Protective Covenants or these By-Laws shall not be counted.

6. Consent of Absentees: Without a quorum present, either in person or by proxy, the transactions of any meeting of members, either annual or special, however called and noticed, shall be considered valid only:

(a) if either before or after the meeting, each of the members entitled to vote and not present in person or by proxy, signs a written waiver of notice or a consent of the holding of such meeting; or,

(b) on approval of the minutes at a subsequent meeting of the Association at which a quorum is present or represented by proxy.

All such waivers, consents, or approvals shall be filed with the Association records or made a part of the minutes of the meeting.

7. Action Without Meeting: Any action that might be taken at a meeting under the provisions of the Protective Covenants may be taken without a meeting of members if authorized in writing, signed by all of the members who would be entitled to vote and filed with the Secretary of the Association.

8. Proxies: Every member entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents, authorized by a written proxy, and filed with the

Secretary of the Association prior to the meeting at which the proxy is to be exercised. Proxies must be given to a named individual to be valid. Every proxy shall be revocable, by the member granting it, by announcing its revocation to the Secretary of the meeting at which it would otherwise be exercised, prior to exercise thereof. The right to vote, either in person or by proxy, shall automatically cease upon sale or conveyance by a member of his or her interest in the property within Sundance Bench.

## ARTICLE X

### RECREATION AREA

1. Lot Passes: Owner(s) shall be issued two (2) lot owner cards per lot. Additional passes must be approved and allocated by the Board of Directors.

2. Escorted Guest Anglers (EGA):

a. A guest angler whose owner-host is in attendance in the immediate vicinity or on the Sundance Bench is an EGA. Unescorted guest anglers are not permitted, other than family members of lot owners.

b. All EGAs or their owner-host in attendance must display on a vehicle dash a valid lot owner ID card and it is to be presented to any owner on request.

c. Any guest who uses the Recreation Area (common area) to access property adjoining Sundance Bench must be an Escorted Guest Angler (EGA) and is subject to the Protective Covenants, By-Laws, and rules of the Association or Board.

d. All owners shall show consideration of other owners and limit the number of Escorted Guest Anglers.

3. Payments Prohibited: In accordance with the prohibition in the Protective Covenants of commercial use of any Sundance property, no guest may be charged or pay for the privilege of using the recreation area.

4. Violation of Rules: Violation of the above rules will result in a One Hundred Dollar (\$100.00) fine to the member in question on the first offense and a Five Hundred Dollar (\$500.00) fine on the second infraction. Subsequent infractions may result in suspension of the member's right to use of the recreation area. Fines are to be payable to the Association.

5. Area to be Posted: The recreation area is to be posted at the north and south boundaries, as well as appropriate areas along the river front.

## ARTICLE XI

### ROADS AND EASEMENTS

1. Approval: All roads must be approved by the Board of Directors and a majority vote of the membership. All driveways must be approved by the Board of Directors.
2. Driveways Permitted: As provided in the Protective Covenants and the By-Laws, driveways on owner lots are permitted only for access to homes and other structures. In order to protect the riparian zone and promote natural water seepage into the river new driveways shall not be constructed in riparian areas.
3. Gate: There shall be a locked gate at the entrance of the road to Sundance Bench and at the south gate.
4. Posting of Road: The road into the Sundance Bench shall be posted.

## ARTICLE XII

### MISCELLANEOUS

1. Checks, Drafts, Etc.: All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by persons and in a manner as, from time to time, shall be determined by resolution of the Board of Directors.
2. Contracts: The Board of Directors, except as otherwise provided in these By-Laws, may authorize any manager, agent, or agents to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no manager, agent, or employee shall have any power or authority to bind the Association by a contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.
3. Inspection of By-Laws: The Association shall keep in its principal office the original or a copy of the By-Laws as amended or otherwise altered to date, certified by the secretary, which shall be open to inspection by the members at all reasonable times during business hours.
4. Fiscal Year: The fiscal year of the Association shall begin on August 1 of each year and end on July 31 of the following year.
5. Books and Records: The books, records, and papers of the Association shall be kept by the Officers of the Board, and shall at all times, during reasonable hours, be subject to inspection by any member.

6. Reports to Members: The Board of Directors shall prepare a yearly operating statement reflecting income and expenditures of the Association to be provided at the annual meeting and sent to all owners with the minutes of the annual meeting.

7. Electrical Power: Installation of electrical power within the Sundance Bench property shall be subject to the following rules:

(a) Any owner utilizing prior existing power lines shall, at the time of hookup, reimburse the owner(s) of record for a pro rata share of the cost of the existing lines for that portion of the lines shared in common. Reimbursement shall be at the same rate per foot as the original cost of installation.

EXAMPLE: If the owner of Lot A pays \$8.00 per foot in 2002 to install power lines for a distance of 600 feet, from the source on a common road to his or her lot, at a total cost of \$4,800.00, and then in 2005 the owner of Lot B taps into that line at a distance of 300 feet from the source, the owner of Lot B shall reimburse the owner of Lot A 50% of the original cost of the 300 feet they share in common; that amount would be \$1,200.00. If later, the owners of Lot C wish to tap into the same line, they shall reimburse the owners of Lots A and B for 1/3 of the original cost for whatever portion of the line all three share in common, to be divided equally between the owners of Lots A and B.

By following this formula, no owner(s) will realize a profit from power installation and no owner(s) will utilize power lines at the expense of another owner.

(b) All power lines between a common road and a structure on an individual lot must be placed underground. Any owner wishing to have power lines on the Association's common roads placed underground may do so at his/her own expense.

8. Instruction of Guests: It is the responsibility of each member to properly instruct any guest, accompanied or unaccompanied, of the rules and regulations of the Sundance Bench Owners' Association. The member or owner whose guest is found to be in violation of the rules and regulations of the Sundance Bench Owners' Association is subject to suspension of voting rights, use of the recreation area (Article IV), and/or a fine or fines (Article X Recreation Area).

9. Outdoor Lighting: No property owner shall erect, install, or use outdoor or exterior security lighting, floodlights, or dusk-to-dawn yard lights, and no property owner shall install or use motion sensors with any outdoor or exterior lighting. No property owner shall erect, install, or use outdoor or exterior lighting without adequate and proper shields, hoods, or visors that minimize light trespass, sky glow, and/or glare that may become an annoyance or nuisance to other owners. This restriction is not designed to prevent the installation or use of low-voltage or low-wattage porch, patio, or landscape lighting. Any disputes as to whether lighting on any property violates this provision will be decided by the Board of Directors.

10. Commercial Activity: No commercial activity of any kind shall be permitted on the Sundance Bench.

## ARTICLE XIII

### AMENDMENTS/CONTROL

1. Amendments: These By-Laws may be amended by majority vote at any duly called, noticed, and regular or special meeting of the members at which a quorum is present.
2. Conflict: In the event of any inconsistency between these By-Laws and the Protective Covenants, the Protective Covenants shall control.

## APPENDIX I

### POLICIES, REGULATIONS AND RULES

Owners should be aware that the following additional policies, regulations, and Rules have been adopted by the Board of Directors and may be amended or added to at the discretion of the Board.

1. The main (electronic) gate at the north end of the Bench shall remain closed at all times. The following policies apply to its use:
  - a. Gate codes may be obtained from the gatekeeper(s) or the Board President. Multiple codes may be assigned to an owner at the discretion of the Board.
  - b. In case of malfunction or other emergency, owners should call the gate keeper or one of the Board members for assistance.
2. The south gate is to remain locked at all times and is not to be used as a through exit for Sundance Bench or Madison River Ranches owners. It is to be used for emergency purposes only.
3. Fireworks are prohibited on the Common/Recreation Area.
4. NO FIRES are allowed in the recreation area except in the existing/designated fire ring. Any and all open fires must be in compliance with restrictions or bans from USFS, Madison County, other agencies, or rule by the Board of Directors.
5. The dumping of holding tanks from recreation vehicles or other sources is prohibited anywhere on the Sundance Bench.
6. Septic tanks of one thousand (1,000) gallons or more with leach field are required on the Sundance Bench unless subsequent legal building codes require even higher-level systems.
7. Each lot owner is responsible for control of noxious or invasive weeds (knapweed, etc.) as defined by Madison County, Montana. The Board of Directors shall have the right to have lots

on which, in its opinion, weeds are not adequately controlled to be sprayed with approved herbicides and the owner(s) of said lot shall be responsible for payment. Note: Madison County has, in the past, reimbursed owners for the costs of approved herbicides if request for reimbursement is made in a timely manner. Failure to make such payment within Thirty (30) days after notice by the Board may result in suspension of Voting Rights and rights of use of the Recreation Area.

8. Overnight camping is prohibited in the Recreation/Common Area.

9. The discharge of firearms in the Recreation/Common area shall be prohibited.

10. No ATV's, snowmobiles, 4-wheelers, motorbikes, or other similar motorized vehicles shall be used within the common areas or riparian area of the property, except for maintenance activities approved by the Board of Directors. Such vehicles may be used for maintenance on private property within the Subdivision and for transportation purposes on the roads of the Subdivision; such as access to the Recreation Area or other travel within Sundance Bench property, and shall comply with speed limits, and shall be driven in such a way to minimize dust and noise. Recreational use (riding for enjoyment, sport, or other such activities) of such vehicles is limited to the owner's private property, during the hours of 11:00 a.m. to 7:00 p.m., or to astronomical sunset, whichever occurs earlier and shall be driven in such a way as to minimize noise and prevent dust from traveling to adjoining properties. Said recreational use by minors shall be supervised by the landowner, and said recreational use by adults shall be allowed only when the landowner is in residence. All ATV's, snowmobiles, 4-wheelers, motorbikes, and other similar motorized vehicles used within the Sundance Bench shall be equipped with mufflers or other sound reduction devices, and spark arresters approved by USFS or other agencies.

11. Any damage caused by use of the roads, fences, gates, or other common property caused by an owner, the owner's family or guests, or any worker employed or contracted by an owner, shall be the responsibility of the owner to repair within a reasonable time as determined by the Board. The Board, at its discretion, may arrange appropriate repairs or remedies and bill the owner responsible.

12. It is the responsibility of the owner/member to maintain current addresses, email addresses, and telephone numbers with the Secretary of the Association for contact by the Association for Association business. The Board requests cellular telephone numbers of owners, especially when they are in the area of Sundance Bench.

13: No trailered boats or other watercraft shall be launched into the Madison River from the Common Recreation Area, named in the Covenants of Sundance Bench as Tract "A", except for hand carried boats or other watercraft. Any wheeled trailer or conveyance shall be kept on the designated parking area.