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

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**OLD SCHOOL STATION
LIGHT INDUSTRIAL &
TECHNOLOGY PARK
LOT OWNERS' ASSOCIATION, INC.**

BYLAWS

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BYLAWS
OF
OLD SCHOOL STATION LIGHT INDUSTRIAL
& TECHNOLOGY PARK LOT OWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Old School Station Light Industrial & Technology Park Lot Owners' Association, Inc. (the "Association"), a Montana nonprofit corporation. The principal office and address of the corporation is located at 1205 South Main Street, Kalispell, Flathead County, Montana.

ARTICLE II
DEFINITIONS, PURPOSES AND ASSENT

Section 2.01. *Definitions.* The definitions of defined terms used in the Declaration of Covenants, Conditions, Restrictions and Easements for Old School Station Light Industrial & Technology Park (the "Declaration"), as amended from time to time and recorded in the office of the Clerk and Recorder of Flathead County, Montana, will apply to these Bylaws, and all such defined terms used 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 indicate otherwise.

Section 2.02. *Purposes.* The specific purposes for which the Association is formed are (i) to provide for the maintenance, preservation, and control of the Common Area in Old School Station located in Flathead County, Montana and (ii) to promote the health, safety, and welfare of the Owners and users of Old School Station.

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Section 2.03. *Assent.* All present or future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of Old School Station in any manner are subject to the Old School Station Documents. The acquisition or rental of any of the Lots in Old School Station or the occupancy of any of the Lots will constitute ratification and acceptance of these Bylaws and an agreement to comply with those rules.

ARTICLE III MEMBERSHIP

Section 3.01 *Membership.* Every Owner of a Lot, by virtue of being an Owner, and for so long as he is an Owner, will be a Member of the Association. The Declarant shall be considered an Owner and shall be a Member of the Association with all of the same privileges of the other Owners and Members.

Section 3.02. *Representation on Board of Directors.* If title to a Lot is held by a firm, corporation, partnership, association, other legal entity or any combination thereof, or if any individual or entity holds title to more than one Lot, then in either case, that person or entity may appoint, by a writing furnished to the Association, a delegate to represent each such Lot 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 delegate is appointed by a written proxy executed in conformance with these Bylaws to cast the voting interest of the Lot which he represents.

Section 3.03. *Responsibilities of Members.* Any Person, including Declarant, on becoming an Owner, 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 own a Lot, but such termination will not relieve or release any such former Owner from any liability or obligation incurred under the Declaration or in any way connected with the Association during the period of such ownership, nor will it impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Lot 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 Owners, including Declarant.

The Board may establish additional classes of membership from time to time, except no additional classifications shall be created during the Period of Declarant Control unless the Declarant agrees in writing to any new or different class.

Section 3.05. *Voting Privileges.* All Members will be entitled to vote on Association matters on the basis of one vote for each Lot owned.

When more than one Person holds an interest in any Lot, all such Persons will be Members. The vote for such Lot will be exercised by one Person or alternative Persons as the Owners among themselves determine. If more than one of the multiple Owners are present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the multiple Owners

casts the vote allocated to his Lot without protest promptly being made by any of the other Owners of the Lot to the person presiding over the meeting.

Any Owner of a Lot that is leased may assign his voting right to the tenant, provided that the tenant is appointed to vote on behalf of the Owners by written proxy 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, on becoming an Owner, will furnish to the Manager or to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that Person with an ownership interest, which instrument will remain in the files of the Association. An Owner will not be deemed an Association Member 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. *Place and Frequency of Meetings.* Meetings of the Members will be held at least once a year at such place, within or without the State of Montana, as the Board of Directors may determine.

Section 4.02. *Annual Meetings.* The first annual meeting of the Members will be held within one year after the date of the adoption of these Bylaws. Each subsequent annual meeting of the Members will be held on a date and at a time set by the Board of Directors. 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 Board.

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 20% of all of the votes in the Association.

Section 4.04. *Notice of Meetings.* The President, Secretary or the person calling the meeting, shall provide written notice stating the place, day, and hour of the meeting and the agenda for the meeting. Such notice shall be delivered not less than 10 nor more than 50 days before the date of the meeting and shall be delivered personally or by mail or fax or otherwise as permitted by the Montana Non-Profit Corporation Act, to the registered mailing address for notice (as provided in the Declaration) 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 and/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

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Owners, 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.* As used in these Bylaws, the term "majority" will mean those votes, Owners, 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. The Member's proxy shall be designated by a written instrument which shall not be deemed valid if it is not dated or if it purports to be revocable without notice. Further, no proxy will be valid after 11 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 Delegate by Non-Individual Owners – Requirement for Proxy.* If the title to a Lot is held in whole or in part by a non-individual owner such as a firm, corporation, partnership, association, or other legal entity, the voting privilege appurtenant to that Lot may be exercised only by one person or alternate person appointed and authorized by written instrument executed on behalf of the non-individual owner. The written instrument shall authorize one person to attend all annual and special meetings of the Members and to cast the vote allocated to the Lot so held. The written instrument shall be filed with the Secretary of the Association in accordance with Section 4.09.

Section 4.11. *Designation of Voting Representative by Multiple Owners – Use of Proxy.* If title to a Lot is held by more than one Owner, the Owners may vote in accord with the majority agreement through a duly executed written proxy. The Owners may also register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association.

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, for 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 an annual 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 three and no more than six Directors. Except as provided below regarding Directors appointed by Declarant, the Directors will be Members of the Association or Members' delegates 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 Directors on the Board of Directors will be three. The names and addresses of the three persons who are to serve on the initial Board of Directors until their successors are appointed are as listed below:

<u>NAMES</u>	<u>ADDRESSES</u>
Paul D. Wachholz	P.O. Box 1477 Kalispell, MT 59903-1477
Andrew Jackson Miller III	P.O. Box 697 Kalispell, MT 59903
Brian C. Clark	1390 Highway 2 West Kalispell, MT 59901

Section 5.02. *Directors During Period of 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 above 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 cast pursuant to the provisions of Section 3.05 above. Voting for Directors will be by secret written ballot.

Section 5.04. *Term of Office or Directors After Period of Declarant Control.* The term of office for the initial 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. The Board will identify in which year the directorships for each category of representation are subject to election. For example, if the number of Directors on the initial Board is set at three pursuant to Section 5.01 above, 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 a term of three years. Each Director will hold office until such Director's successor is elected by the Members and is 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 annual or special meeting by an affirmative two-thirds vote 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 Declarant may appoint a successor to any Director so removed.

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 resigned, disabled or deceased Director. 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 resigned, disabled or deceased Director representing Members other than Declarant.

(b) *Following Period of Declarant 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 resigned, disabled or deceased Director.

Section 5.07. *Compensation.* A Director shall not 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. If a scheduled meeting falls upon a legal holiday, that meeting will be held at the same time on the next business day which is not a legal holiday.

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 at least 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, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration.

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(b) To establish, make, amend from time to time, and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use, and occupancy of Old School Station, subject to the provisions of the Declaration. A copy of such rules and regulations will be delivered or mailed to each Member promptly after the adoption thereof.

(c) To keep in good order, condition, and repair all the Common Area and all items of personal property, if any, used in the enjoyment of the Common Area. Members' approval is not 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 gross expenses of Old School Station, to adjust, decrease, or increase the amount of the Annual 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 for violation of the Old School Station Documents or because the Association has incurred an expense of behalf of a Member under the Old School Station Documents.

(g) To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws, and to exercise other remedies for Delinquent Assessments as set forth in the Declaration.

(h) 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 affirmative vote of a majority of votes of Members present and voting in person or by proxy on the issue.

(i) To enter into contracts within the scope of its duties and powers.

(j) 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.

(k) 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.

(l) To cause any and all access roads, parking areas, and roadways in and to Old School Station and across the property to be maintained to the extent those facilities are within the jurisdiction or control of the Association, subject to the provisions of the Declaration.

(m) To cause the maintenance of the lawn, trees, shrubs, and other vegetation and any sprinkler or other irrigation systems located on the Common Area for the benefit of the Members.

(n) To delegate to the Manager or any other person or entity such of the Board's duties or responsibilities as may be more conveniently or efficiently performed by someone other than by the Board, and to agree to assess to the Members a reasonable fee for such services, except that the duties set forth in subparagraphs (d), (e), (f), and (g) of this Section 7.02 and duties reserved to the Board by law will not be so delegated.

Section 7.03. *Manager.* The Board of Directors may employ for Old School Station 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. The Board of Directors may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (d), (e), (f), and (g) of this Section 7.02 and duties reserved to the Board by law. Declarant, or an affiliate or employee of Declarant, may be employed as Manager.

Section 7.04. *Accounts and Reports.* The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) A segregation of accounting duties should be maintained, and disbursements by check in any amount greater than \$1,000 will require two signatures. Cash disbursements will be limited to amounts of \$200 or less.

(b) Cash accounts of the Association will not be commingled with any other accounts.

(c) No remuneration will be accepted by the Board of Directors or the Manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise (except that such persons may be employees of Declarant during the Period of Declarant Control). Anything of value received shall be for the benefit of the Association.

(d) Any financial or other interest that the Manager or a Director may have in any firm (other than Declarant) providing goods or services to the Association will be disclosed promptly to the Board of Directors.

(e) Commencing at the end of the calendar quarter in which Declarant closes the sale of the first lot, and continuing on a quarterly basis, or at such other regular intervals determined to be the most efficient, financial reports containing the following will be prepared for the Board of Directors:

(i) An income statement reflecting all income and expense activity for the preceding three months;

- (ii) A balance sheet as of the last day of the quarter; and
 - (iii) A delinquency report listing all Owners who have been delinquent during the preceding three-month period in paying Assessments and who remain delinquent at the time of the report, and describing the status of any action to collect such installments which remain delinquent.
- (f) A balance sheet as of the last day of the Association's fiscal year and an operating statement for the fiscal year will be distributed to the Members. At the written request of an Owner or First Mortgagee, such statements will be audited at the requesting party's expense. Any such audited statements will be delivered to any Owner requesting the report and to the Association upon payment of a reasonable fee for copying.
- (i) An account status report reflecting the status of all accounts in an "actual" versus "approved" budget format with a budget report reflecting any actual or pending obligations that are in excess of budgeted amounts by an amount exceeding the operating reserves or 10% of a major budget category (as distinct from a specific line item in an expanded chart of accounts) will be prepared for the Board periodically upon the Board's request and will be made available to all Members.

Section 7.05. *Hearing Procedure.* The Board will not impose a fine, suspend voting, or suspend any rights of a Member or tenant for violations of rules and regulations or of the provisions of the Old School Station 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, regulation or provision 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 alleged violation;
 - (ii) The time and place of the hearing, which time will not be less than 10 days from the giving of the notice;
 - (iii) An invitation to attend the hearing and a statement of the procedure for presenting 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 attend 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. In such event the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Board by written notice to the Hearing Committee, the other party, and the Board. The Board will consider only the minutes of the hearing will report its decision within a reasonable period of time not exceeding 60 days after receipt of the notice of appeal. The decision of the Board will be final.

These above-described procedures shall not be required 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, Vice-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, and 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.* The Board may remove from office any officer with or without cause. 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 simultaneously by the same person except the offices of President and Secretary.

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 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 may be 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; 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 an annual statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver or make copies thereof available to the Members.

ARTICLE IX COMMITTEES

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

**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. The indemnification permitted under this Article will not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

In the event of a settlement, indemnification will be provided only in connection with such matters covered by this settlement as to which the Association is advised by counsel that indemnification is permitted by applicable law. The foregoing rights will not be exclusive of other rights to which such member of the Board of Directors or officer or other person may be entitled. All liability, loss, damage, cost and expense arising out of or in connection with the foregoing indemnification provisions will be treated and handled by the Association as a Common Expense.

**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 this 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 and 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.

2006103/3260

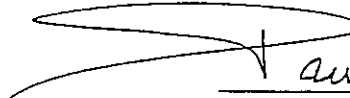
ARTICLE XIII
MISCELLANEOUS

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.

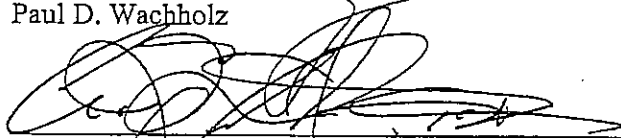
Section 13.02. *Corporate Seal.* The Association will have a seal in circular form having within its circumference the words: "Old School Station Light Industrial & Technology Park Lot Owners' Association, Inc."

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.

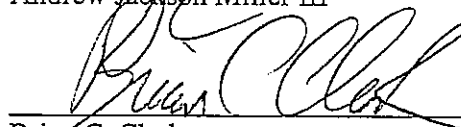
The undersigned members of the initial Board of Directors have executed these Bylaws this 5th day of April, 2006.



Paul D. Wachholz



Andrew Jackson Miller III



Brian C. Clark

STATE OF MONTANA)
 :SS
County of Flathead)

This instrument was acknowledged before me on this 5th day of April, 2006, by Paul D. Wachholz



(Signature of Notarial Officer)

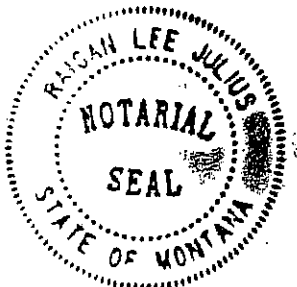
Raigan Lee Julius

Notary's Name - Typed, Stamped or Printed

Notary Public for the State of Montana

Residing at LAKESIDE, Montana

My commission expires: 8/5/2007



2006103 / 13260

STATE OF MONTANA)
)
:ss
County of Flathead)

This instrument was acknowledged before me on this 5th day of April, 2006, by Andrew Jackson Miller III.



Raigan Lee Julius

(Signature of Notarial Officer)

Raigan Lee Julius

Notary's Name - Typed, Stamped or Printed

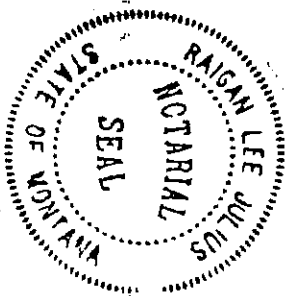
Notary Public for the State of Montana

Residing at lakeside, Montana

My commission expires: 8/5/2007

STATE OF MONTANA)
)
:ss
County of Flathead)

This instrument was acknowledged before me on this 12th day of April, 2006, by Brian C. Clark.



Raigan Lee Julius

(Signature of Notarial Officer)

Raigan Lee Julius

Notary's Name - Typed, Stamped or Printed

Notary Public for the State of Montana

Residing at lakeside, Montana

My commission expires: 8/5/2007

2006103 13250

BY Rusir
DATE 4-13-06 TIME 1:25
\$ 55 - PAGES 5 BY gl
PAULA ROBINSON FI ATHEAD COUNTY MONTANA

After recording return to:

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

**OLD SCHOOL STATION
LIGHT INDUSTRIAL &
TECHNOLOGY PARK
LOT OWNERS' ASSOCIATION, INC.**

ARTICLES OF INCORPORATION

0010791 E001085 0501511 thru 0501513 0501496 thru 0501504
0501506 thru 0501509