

If recorded, please return to:
Kilday & Stratton, Inc.
2880 Technology Blvd. West, Ste. 271
Bozeman, MT 59718

**BYLAWS
OF
STARLING COMMUNITY ASSOCIATION, INC.**

**ARTICLE 1.
Introduction**

1.1 **Applicability.** These Bylaws (“**Bylaws**”) apply to the STARLING COMMUNITY ASSOCIATION, INC., a Montana non-profit corporation (the “**Association**”), which governs the property (“**Property**”) more particularly described in the Declaration of Protective Covenants, Conditions and Restrictions for Starling Planned Unit Development (“**Declaration**”), recorded with the Office of the Clerk and Recorder, Flathead County, Montana on _____, as Document no. _____, as such may be amended from time to time.

1.2 **Adoption.** These Bylaws are adopted by the Incorporator of the Association (the “**Incorporator**”), also known as the Declarant Starling Development, LLC (“**Declarant**”).

1.3 **Principal Office and Mailing Address.** The address of the principal office of the Association shall be the address designated with the Montana Secretary of State.

1.4 **Definitions.** Unless otherwise defined herein, all terms used in these Bylaws shall have the meaning set forth in the Declaration.

**ARTICLE 2.
Membership and Voting Rights**

2.1 **Membership.** These Bylaws expressly incorporate **Section 2.2** of the Declaration, as if set forth in full in these Bylaws.

2.2 **Good Standing.** Except as otherwise expressly required by law, only Members in Good Standing are entitled to vote.

2.3 **Proxy Voting.** On any matter to be decided by the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association before the appointed time of each meeting or time in which written ballots are due.

Every proxy shall be revocable and shall automatically cease upon: (i) conveyance by the Member of his/her/its Lot, (ii) receipt of written notice by the Secretary of the Association of the death or judicially declared incompetence of a Member, (iii) the expiration of eleven (11) months from the date of the proxy or such other time expressed in the proxy, not to exceed three (3) years from the date of its execution, or (iv) the Member appointing the proxy being present at any meeting and voting or upon receipt of a written ballot signed by the Member. The Member shall identify the person or persons authorized to exercise the proxy and may specify the length of time it will be valid. If the Member specifies a choice in his/her/its proxy, the vote shall be cast in accordance with that choice. In addition, voting by proxy shall comply with any other applicable requirements of § 35-2-539, MCA.

2.4 **Record Date.** The Board shall have the power to fix in advance a date as a “**Record Date**” for the purpose of determining which Members are entitled to notice of meetings and votes or other information or material, against whom Assessments should be levied, or in order to make a determination of Membership. The Members existing on any such Record Date shall be deemed Members for such notice, vote, meeting, furnishing of information or material, Assessments, or other purpose, any supplementary notice, information, or material with respect to the same matter, and for any adjournment of the same meeting. A Record Date shall not be more than sixty (60) days prior to the date on which the particular action requiring determination of Membership is proposed or expected to be taken or to occur. If no date is set by the Board, then such date will be determined by statute under § 35-2-532, MCA.

2.5 **Quorum.** Except as otherwise provided in the Declaration or these Bylaws, the presence of at least 10% of the votes entitled to be cast shall constitute a Quorum; *provided, however,* if a Quorum is not established the Association may call a meeting at any time within thirty (30) days of the initial meeting and the Quorum at such meeting shall be at least 5% of the votes entitled to be cast.

2.6 **Cumulative Voting.** Cumulative voting shall not be allowed for any matter to come before the Board or Members, including without limitation the election or removal of the directors.

2.7 **Affirmative Vote of a Majority.** Except as otherwise required in the Declaration, the Articles, these Bylaws, or Montana law, at any meeting of Members where a Quorum is present, the Affirmative Vote of a Majority present at a meeting shall be the act of the Members.

ARTICLE 3. Meetings

3.1 **Annual Meeting.** There shall be an annual meeting of Members held on a day determined pursuant to a Board resolution. The date, hour, and place of such meeting shall be contained in the notice of meetings as hereinafter described. At each annual meeting, Members may transact any business that is described in the notice of the meeting and, if one-third (1/3) or more of the votes present in person or by proxy at a meeting agree, the Members may also vote on any other matter that may legally come before the meeting. After the Transfer Date, the Members shall also elect directors to fill expired terms on the Board of Directors and may elect persons to the DRP in accord with **Chapter 4.2.2** of the Design Manual.

3.2 **Special Meetings.** Special meetings of the Members may be called at any time upon: **(i)** the Declarant before the Transfer Date, **(ii)** the initiative of the Board, or **(iii)** an officer's receipt of a written demand signed by at least 5% of the votes entitled to be cast and describing the purpose(s) for such special meeting. Notice of a special meeting shall be given as soon as practicable, but not more than thirty (30) days after such demand is presented, in accordance with § 35-2-527, MCA. Notice of any such special meeting shall state the hour, date, and place of the meeting and shall further precisely state the reason of such meeting. Said special meeting held shall be strictly confined to the matters set forth in the notice.

3.3 **Notice of Meetings.** Written notice of all meetings, annual and special, shall be delivered to the Person designated pursuant to the Declaration, **Section 2.3**, to receive notices. Notice must be given **(i)** no less than ten (10) days before the meeting date, if delivered by electronic communication; **(ii)** no less than ten (10) days before the meeting, if delivered by U.S. Mail; and **(iii)** if notice is mailed by certified mail, not less than thirty (30) days before the meeting. In no event shall a notice of meeting be sent more than sixty (60) days before the date of the meeting. If the Board permits a meeting to be held partially or solely by means of remote communication, the notice must also include instructions for participating in the meeting by remote communication.

(a) **Effective Date.** Notice of a meeting is deemed given as follows: **(i)** by electronic communication, twenty-four (24) hours after it is sent; **(ii)** if by U.S. Mail, two (2) days after it is mailed; **(iii)** if by certified mail, three (3) days after it is mailed.

(b) **Waiver of Notice.** A Member's attendance at a meeting waives the Member's right to object to lack of notice or defective notice of the meeting, unless the Member, at the beginning of the meeting (or promptly upon arrival), objects to holding the meeting or transacting business at the meeting and does not vote for or assent to action taken at the meeting.

3.4 **Consent to Receive Notice of Meeting by Electronic Communication.** Each Member, by acceptance of the deed to a Lot within the Property, consents to receive all written communication from the Association, including without limitation notices of meetings, written ballots, budgets, notices of Assessments, and notices of violations, by electronic communication.

3.5 **Remote Communication.** The Board may, in the Board's sole and absolute discretion, permit a meeting of the members to be held partially or solely by remote communication so long as all members participating in the meeting can hear each other at the same time. The Chairman of the meeting may establish reasonable rules as to conducting the meeting by remote communication.

3.6 **Presence at Meeting.** A Member is considered present at a meeting if such Member is present in person, by proxy, or if remote communication is also permitted, if the member is participating by remote communication.

3.7 **Conduct of Meetings.** All meetings, whether annual or special, shall be presided over by the Chairman of the Board or the Chairman's appointed representative. Meetings are not open to the general public, which includes the media; however, the Board may adopt a policy to

regulate the attendance of the general public and the media and coverage of the media of such meetings.

3.8 Action Without Meeting By Written Ballot. Any action that may be taken at any annual or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. Approval by written ballot shall be valid only when the number of votes cast by written ballot equals or exceeds the Quorum required to be present at an initial meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at an initial meeting. Written ballots must:

- (a) set forth each proposed action;
- (b) provide an opportunity to vote for or against each proposed action;
- (c) indicate the number of responses needed to meet the Quorum requirements;
- (d) state the percentage of approvals necessary to approve each matter other than election of directors; and
- (e) specify the time by which a ballot must be received in order to be counted.

A written ballot received by the Association may not be revoked. The results of each action by written ballot shall be certified by the Secretary of the Association and included in the permanent records of the Association.

ARTICLE 4. Board of Directors

4.1 Number and Qualifications. The business and affairs of the Association shall be managed by a Board of Directors consisting of three (3) directors.

4.2 Initial Directors. Until the Transfer Date, the Declarant shall appoint the three (3) directors, who need not be Members of the Association. Appointed directors shall serve for a three (3) year term. At the time the Declarant first appoints the initial directors, the Declarant shall appoint one director for a one (1)-year term, one director for a two (2)-year term, and one director for a three (3)-year term, so that the terms of at least one-third (1/3) of the directors expire annually. The Declarant may at any time give the Association written notice that it wishes to relinquish its right to appoint all or some of the directors, at which time the Association shall have the right to elect directors to director positions at the expiration of each term.

4.3 Election of Directors After Transfer or Relinquishment. After the Transfer Date or upon the Declarant's relinquishment of the right to appoint directors, the Association shall elect directors to director positions at the expiration of each term. Each director shall be a Member of the Association (or if the Member is an entity or trust then an officer, director, manager, member, partner, or trustee of such entity) and shall serve until his or her resignation,

removal, death, disability, or appointment of a successor. There is no limit as to the number of consecutive terms to which a director may be elected.

4.4 **Resignation.** Any director may resign at any time by giving written notice to the Secretary of the Association. Such resignation shall take effect at the time specified.

4.5 **Removal.** A director appointed by the Declarant may be removed at the discretion of the Declarant with or without cause. A director elected by the Membership may be removed pursuant to § 35-2-421, MCA. The removal of the appointed director shall take effect at the time specified.

4.6 **Vacancies.** Any vacancy caused by the resignation, removal, death, or disability of a director during the director's term shall be filled as follows: **(i)** up to and including the Transfer Date, by appointment by the Declarant; and **(ii)** after the Transfer Date, by the remaining Board at a duly held meeting. A successor director shall serve for the unexpired term of his or her predecessor.

4.7 **Powers and Duties.** The Board manages the affairs of the Association. The Board has all the powers and duties necessary for the administration of the Association and may do all acts and things that are permitted by law or under the Declaration, Articles, and Bylaws and which are not, by law, the Declaration, Articles, or these Bylaws expressly directed to be done and exercised exclusively by the Members.

4.8 **Regular Meetings.** The Board will meet regularly, but not less than quarterly, at a date, time, and place designated by the Board. The Board may provide, by resolution, the date, time and place (which shall be within the county where the Association's principal office is located) of additional regular meetings.

4.9 **Special Meetings.** The Chairman or any two (2) directors may call and give notice of special meetings of the Board. Those authorized to call special Board meetings may fix any place within the county where the Association has its principal office as the special meeting place.

4.10 **Notice and Waiver of Notice of Regular and Special Board Meetings.** The Secretary shall give oral, electronic, or mail notice of any Board meeting to each director at least two (2) days before the meeting at the telephone number, e-mail address, or mailing address provided by the director for such notice. The notice shall include the meeting place, day, hour, and, if it is a special meeting, the purpose of the meeting. The notice must also include instructions for participating in the meeting by telephone or remote communication.

(a) **Effective Date.** Notice of a meeting is deemed given as follows: **(i)** if orally, at the time such notice is orally given; **(ii)** if by electronic communication, at the time the electronic communication is sent; **(iii)** if by mail, two (2) days after the notice is mailed.

(b) **Waiver of Notice.** Any director may waive notice of any meeting. The waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records. In addition, a director's attendance at a meeting waives the director's right to object to lack of notice or defective notice of the meeting, unless the director, at the beginning

of the meeting (or promptly upon arrival), objects to holding the meeting or transacting business at the meeting and does not vote for or assent to action taken at the meeting.

4.11 **Remote Communication.** All directors shall be permitted to attend a meeting, regular or special, by remote communication in a manner that permits all directors participating in the meeting to hear each other at the same time. The Chairman of the meeting may establish reasonable rules as to conducting the meeting by remote communication.

4.12 **Presence at Meeting.** A director is considered present at a meeting if such director is present in person or by means of remote communication.

4.13 **Quorum of Directors.** A majority of the directors present at a meeting will constitute a Quorum for the transaction of business at any meeting of the Board. If less than a majority of the directors are present at any meeting, a majority of the directors present may adjourn the meeting without further notice and will have the authority to set the date for the next meeting.

4.14 **Proxy Voting.** For purposes of this Article, a director cannot utilize a proxy for the purpose of being present at a meeting or for voting.

4.15 **Majority Vote.** The act of a majority of the directors present at a meeting at which a Quorum is present shall be the act of the Board, unless the act of a greater number is required by the Governing Documents or by Montana law.

4.16 **Conduct of Meetings.** All meetings shall be presided over by the Chairman or the Chairman's appointed representative.

4.17 **Open Meetings.** All meetings of the Board shall be open to all Members, and the Board shall permit any Member to speak at any meeting of the Board, except for meetings of the Board held in executive session. The Chairman may establish a reasonable time limit for all Members to speak at a meeting of the Board. Meetings are not open to the general public, which includes the media; however, the Board may adopt a policy to regulate the attendance of the general public and the media and coverage of the media of such meetings.

4.18 **Executive Session.** The Board may meet and convene in a closed executive session to discuss and vote upon: **(i)** personnel matters, **(ii)** for the purpose of obtaining legal advice; **(iii)** litigation in which the Association is or may become involved, **(iv)** matters subject to privileges and confidentiality obligations, and **(iv)** matters relating to the formation of contracts with third parties. In action to be taken as a result of the executive session shall be taken in an immediately following open meeting.

4.19 **Action by Written Consent.** Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if: **(i)** all directors are given notice of the proposed action; **(ii)** at least two (2) directors consent in writing to the action and such consents are signed (faxed or electronically transmitted signatures are acceptable), and **(iii)** the notice and written consents are included in the minutes filed with the corporate records.

ARTICLE 5. Officers

5.1 **Officers.** The principal officers of the Association shall be the Chairman, Vice Chairman, Secretary, and Treasurer, all of whom shall be elected by the directors. The Chairman and Vice-Chairman shall be members of the Association and member of the Board. The Secretary and Treasurer need not be members of the Association or Board. One person may hold any two or more offices, except that no person may simultaneously hold the offices of Chairman and Secretary.

5.2 **Election and Term of Officers.** The officers of the Association shall be elected annually by the directors at the first Board meeting after the annual meeting of the Members and shall serve for a term of one (1) year or until his or her removal, resignation, death, or the election and qualification of his or her successor.

5.3 **Resignation and Removal of Officers.** Any officer may resign at any time by giving dated, written notice of such resignation to the Board. The resignation is effective upon receipt by the Board, unless a later effective time is specified. Any officer may be removed from office by the vote of a majority of the directors for any reason, with or without cause.

5.4 **Vacancies.** In the event of the death, disability, disqualification, or resignation of an officer, the Board may appoint a successor to fill the vacancy.

5.5 **Chairman.** The Chairman shall preside over all meetings of the Members and over all meetings of the Board. The Chairman shall be the general administrative and executive officer of the Association, and shall, in general, perform all of the duties incident to the office of Chairman. The Chairman shall have authority to execute all documents on behalf of the Association, and may, in writing, delegate to another officer or property manager the authority to sign documents on behalf of the Association.

5.6 **Vice-Chairman.** In the absence of Chairman, the Vice-Chairman shall exercise the duties and responsibilities of the Chairman.

5.7 **Secretary.** The Secretary shall maintain a record of the Membership and the corporate records and shall, in general, perform all of the duties incident to the office of Secretary and any other duties that the Chairman or Board may assign to the Secretary. However, nothing in this provision prohibits the Secretary from delegating the above duties to the Association's agents (*i.e.*, including, but not limited to, a property manager) or employees.

5.8 **Treasurer.** The Treasurer shall: **(i)** have charge and custody of and be responsible for all funds and securities of the Association; **(ii)** receive and give receipts for moneys due and payable to the Association from any source, and deposit all moneys in the Association's name in banks, trust companies, or other depositories that the Board shall select; **(iii)** work with the bookkeeper and/or accountant in the preparation and presentation of any financial documents and submit those necessary documents to the Secretary for inclusion in the corporate records; and **(iv)** in general, perform all of the duties incident to the office of Treasurer and any other duties that the Chairman or Board may assign to the Treasurer. However, nothing in this provision

prohibits the Treasurer from delegating the above duties to the Association's agents (*i.e.*, including, but not limited to, accountants, bookkeepers, and auditors) or employees.

ARTICLE 6.
**Indemnification of Directors, Officers,
Agents, and Employees**

6.1 Indemnification of Directors. An individual made a party to a proceeding because the individual is or was a director of the Association may be indemnified against liability incurred in the proceeding, but only if the indemnification is both: **(i)** determined permissible; **(ii)** authorized, as defined in **Section 6.1(a)**; and **(iii)** not prohibited by **Section 6.1(c)**.

(a) Determination and Authorization. The Association shall not indemnify a director under this **Section 6.1** unless: **(i)** determination has been made in accordance with procedures set forth in the Act that the director met the standard of conduct set forth in **Section 6.1(b)**; and **(ii)** payment has been authorized in accordance with procedures listed in the Act, based on a conclusion that the expenses are reasonable, the Association has the financial ability to make the payment, and the financial resources of the Association should be devoted to this use rather than some other use by the Association.

(b) Standard of Conduct. The individual shall demonstrate that: **(i)** he or she acted in good faith; and **(ii)** if acting in an official capacity for the Association, his or her conduct was in the Association's best interests; if not acting in an official capacity for the Association, his or her conduct was at least not opposed to the Association's best interests. In the case of any criminal proceeding, the individual shall demonstrate that he or she had no reasonable cause to believe that the conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, a determination that the director did not meet the standard of conduct described in this **Section 6.1(b)**.

(c) No Indemnification Permitted in Certain Circumstances. The Association shall not indemnify a director under this **Section 6.1** if: **(i)** the director was adjudged liable to the Association in a proceeding by or in the right of the Association; or **(ii)** the director was adjudged liable in any other proceeding charging that the director improperly received personal benefit, whether or not the individual acted in an official capacity.

(d) Indemnification Limited. Indemnification permitted under this **Section 6.1** in connection with a proceeding by or against the Association, or in the right of the Association is limited to the reasonable expenses incurred in connection with the proceeding.

6.2 Advance Expenses for Directors. The Association may reimburse or pay for in advance of final disposition of the proceeding, the reasonable expenses incurred by a director who is a party to a proceeding if, by following the procedures of the Act, the Board determined that the director met requirements of **Sections 6.2(a) – 6.2(d)**:

(a) the Board authorized an advance payment to a director;

(b) the director has furnished the Association with a written affirmation of the director's good faith belief that the director has met the standard of conduct described in **Section 6.1(b)**;

(c) the director has provided the Association with a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct; the director's undertaking must be an unlimited general obligation and may be secured, but is not required to be secured, and the Association may accept the undertaking without reference to financial ability to make repayment; and

(d) the Board determines that the facts then known to it would not preclude indemnification under **Section 6.1(c)** or the Act.

6.3 Indemnification of Officers, Agents and Employees. The Board may choose to indemnify and advance expenses to any officer, employee, or agent of the Association by applying those standards described in **Sections 6.1 and 6.2** above.

6.4 Mandatory Indemnification. Notwithstanding any other provisions of these Bylaws, the Association shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director or officer was a party because the individual was a director or officer of the Association. Such indemnification shall cover reasonable expenses actually incurred by the director or officer in connection with the proceeding.

ARTICLE 7. Committees

7.1 Formation and Termination. The Board may form committees as set forth in § 35-2-433, MCA, including without limitation an Architectural Review Committee. In creating such committees, the Board shall adopt a charter for each committee and the charter shall state how the committee chair is designated, the makeup of the committee, the powers of the committee, and the specific action items to be carried out by the committee, all as determined by the Board unless otherwise specifically stated in these Bylaws or the Declaration. Committees formed by the Board may be dissolved at any time by the Board.

7.2 Meetings. Such committees will meet as needed to effectively carry out their objectives. Meetings are not open to the general public, which includes the media; however, the Board may adopt a policy to regulate the attendance of the general public and the media and coverage of the media of such meetings.

7.3 Remote Communication. Committee members may participate in a committee meeting by means of remote communication, provided all persons participating in the meeting can hear each other at the same time. A committee member participating in a meeting by remote communication is deemed present in person at the meeting. The chairperson of the committee may establish reasonable rules as to conducting the meeting by remote communication.

ARTICLE 8.
Miscellaneous

8.1 **Association Expenses.** The Association Expenses shall be paid in the manner set forth in the Declaration.

8.2 **Property Manager and Third-Party Service Providers.** As set forth in the Declaration, the Board may enter into contracts with a property manager and with third-party service providers for day-to-day administration of the Association and for the maintenance, upkeep, repair, and improvement of the Areas of Common Responsibility.

8.3 **Enforcement of Assessments.** The manner of collecting from the Owners their share of the Assessments shall be in the manner set forth in the Declaration.

ARTICLE 9.
Finances and Records

9.1 **Fiscal Year.** The Association's fiscal year shall commence on July 1 and end on June 30 of each year.

9.2 **Budget.** Prior to the annual meeting, the Board shall establish a budget for the next fiscal year and shall provide a copy of the budget to the Members with the notice of the annual meeting. The budget shall include the anticipated income and expenses of the Association and anticipated reserve projects. The budget shall be approved in the manner set forth in the Declaration.

9.3 **Checks, Drafts, Etc.** All checks, drafts or orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by the Chairman or person to whom such authority has been delegated by the Board in writing.

9.4 **Contracts.** The Board may authorize in writing any officer(s), agent(s), or employee(s) of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

9.5 **Deposits.** All funds of the Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

9.6 **Records.** The Association shall keep records of the Association's Governing Documents and records of the actions of the Board and Association, including minutes of the meetings of the Board and of the Association. The Association shall also keep appropriate financial records in chronological order of the receipts and expenditures of the Association Expenses. The Association shall also maintain an Assessment roll in which there shall be an account for each Owner. Such account shall designate the name and address of the Owner and its designated representative, the amount of each Assessment, the date on which the Assessment becomes due, the amounts paid upon the account, and the balance due on the Assessments. The Association shall keep these records and provide for their inspection as required pursuant to § 35-2-906, MCA. The Association shall make available for inspection and copying, during normal business hours, all

minutes, contracts, resolutions, and financial records of the Association to any Member, or his or her agent or attorney, for any proper purpose, and may impose a reasonable charge, covering the costs for labor and material, for copies of documents provided to the Member. The Board may adopt a Rule and Regulation to govern the policy and procedure with regard to Member access to Association records, as well as document retention and destruction of Association records.

ARTICLE 10. Enforcement Powers and Procedures

These Bylaws may be enforced in the same manner as provided for in the Declaration for the enforcement of the Declaration.

ARTICLE 11. Miscellaneous

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

11.2 **Captions.** The captions and headings in these Bylaws are for convenience only and shall not be considered in construing any provisions of these Bylaws.

11.3 **Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and *vice versa*, whenever the context so requires.

11.4 **Notices.** Except as otherwise provided for in these Bylaws or the Declaration, all notices, invoices, or other communications required or permitted under these Bylaws or the Declaration shall be in writing and may be provided by personal delivery, U.S. Mail, or email, and shall be deemed to have been delivered as follows:

(a) to a Member at the address or email address designated by the Member as required under the Declaration;

(b) to the Association, the Board, or the managing agent at **(i)** the principal office (or mailing address) of the Association as designated with the Montana Secretary of State, or **(ii)** such other address, fax or email address as shall be designated by notice in writing to the Members pursuant to this Section; or

(c) to any committee at **(i)** the principal office (or mailing address) of the Association as designated with the Montana Secretary of State, or **(ii)** such other address, email address, or fax as shall be designated by notice in writing to the Members pursuant to this Section.

Notice shall be deemed given as follows: **(i)** if by personal delivery, at the time it is delivered; **(ii)** if by mail, three (3) days after it is mailed; **(iii)** if by email, twenty-four (24) hours after the electronic communication is sent.

11.5 **Interpretation of the Bylaws.** Until the Transfer Date, the Declarant shall have the exclusive right to construe and interpret the provisions of these Bylaws. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the provisions hereof.

**ARTICLE 12.
Amendment**

12.2 Amendment. These Bylaws may be amended, restated, modified, changed, added to, or deleted only by approval of two-thirds of the votes cast or a majority of the voting power, whichever is less, at a meeting or by ballot; *provided, however,* before the Transfer Date no amendment can be made without the Declarant's written consent. The amendment is effective at the time it is adopted and the written consent (if required) is provided.

The undersigned Incorporator, who at the time these Bylaws are adopted is also the owner of 100% of the Lots in the Starling Community, hereby certifies that these Bylaws of the Starling Community Association were adopted by the Incorporator and owner as the Bylaws of Starling Community Association, Inc. on the 3rd day of August, 2022

INCORPORATOR/OWNER:

STARLING DEVELOPMENT, LLC
a Montana limited liability company

By: [Signature]
Chad Pelley
Its: Manager

STATE OF Iowa)
) :SS
COUNTY OF Linn)

This instrument was acknowledged before me on 3rd August 2022, by Chad Pelley, as Manager of Starling Development, LLC, a Montana limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Rhyse Pelley
Commission No. 837478
My Commission Expires
02/16/2025

[Signature]
Notary Public