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STATE OF MONTANA COUNTY OF SILVER BOW Page: 1 of 3
DOCUMENT: 701883 AMENDED DECLARATION OF COVENANTS

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Dan Walsh

her Deputy

**FIRST AMENDMENT TO FIRST AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FLINT CREEK RANCH CLUSTER**

THIS FIRST AMENDMENT TO THE FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FLINT CREEK RANCH CLUSTER (this "*Amendment*") is made and effective as of the 6th day of October, 2019 after receiving approval of more than a majority vote of the Parcel Owners of the Flint Creek Ranch Cluster Development Phase I, II, and III Subdivision (the "*Flint Creek Ranch*").

This Amendment amends the First Amended Declaration of Covenants, Conditions and Restrictions for the Flint Creek Ranch Cluster, dated May 28, 2008 and recorded on June 5, 2008, as **Document No. 621959 (Roll 319, Card 259)**, with the Office of the Clerk and Recorder of Butte-Silver Bow County, Montana (the "*Declaration*"). Capitalized words used and not defined herein shall have the respective meanings set forth in the Declaration.

Reference is made to the following documents, all of which were previously amended by the Declaration: the Declaration of Covenants, Conditions and Restrictions for Flint Creek Ranch Cluster, dated November 9, 2005, and recorded on November 15, 2005 as **Document No. 598682**, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Flint Creek Ranch Cluster, dated March 8, 2007, and recorded on March 12, 2007 as **Document No. 610679**, and the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Flint Creek Ranch Cluster, dated September 19, 2007, and recorded on September 24, 2007 as **Document No. 615899**, all of which were recorded at the Office of the Clerk and Recorder of Butte-Silver Bow County, Montana.

RECITALS:

1. Section 6.2 of the Declaration provides that the Declaration may be amended by a majority vote of the Parcel Owners; and
2. Section 1 of the Declaration provides that the Declarant shall be entitled to two votes per Parcel owned by the Declarant until the Declarant elects to turn over the Association to a Board of Directors, and each Parcel in the Flint Creek Ranch not owned by the Declarant shall be entitled to one vote on all matters to be decided by the Parcel Owners; and
3. As of the date hereof, the Declarant is entitled to more than a majority vote of the Parcel Owners and, with its majority vote, has approved this Amendment, as evidenced by its execution hereof.

NOW, THEREFORE, pursuant to this First Amendment to the First Amended Declaration of Covenants, Conditions and Restrictions for the Flint Creek Ranch Cluster, the Declaration shall be amended as follows:

1. On September 18, 2009, a Notice of Annexation of Property to the Flint Creek Ranch Cluster Development Subdivision was recorded with the Office of the Clerk and Recorder of Butte-Silver Bow County, Montana, as **Document No. 632507 (Roll 336, Card 350)**, which annexed the property in Phase III of the subdivision to the Flint Creek Ranch and declared that all of such property shall be subject to the Declaration. Accordingly, the legal description of the real property subject to the

Declaration (including this Amendment) on page 2 of the Declaration, shall be amended to include Phase III of the subdivision and shall read as follows:

“Flint Creek Ranch Cluster Development Subdivision, Phases I, II, and III, located in portions of Sections 35 and 36, Township 4 North, Range 9 West, and in portions of Sections 1, 2, 3, 10 and 11, Township 3 North, Range 9 West, P.M.M., Butte-Silver Bow County, Montana according to the official plats thereof on file and of record in the office of the Clerk and Recorder of Butte-Silver Bow County, Montana (Plat References: 265-B, 270-B, 273-B, and 287-B).”

2. The definition of “**Declarant**” and/or “**Developer**” on page 3 of the Declaration shall be amended in its entirety to read as follows:

“6. “**Declarant**” and/or “**Developer**”. The “**Declarant**” or “**Developer**” means AmeriMont, Inc., a Montana corporation, and its successors and such assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or any portion of its rights and/or obligations hereunder.”

3. The definition of “**Owner**” or “**Parcel Owner**” on page 3 of the Declaration shall be amended in its entirety to read as follows:

“13. “**Owner**” or “**Parcel Owner**”. The term “**Owner**” or “**Parcel Owner**” shall mean and refer to (a) the Declarant or other record owner of fee simple title to any Parcel in the Ranch; and (b) contract purchasers, from sellers other than the Declarant, who have a possessory interest in a Parcel and who have recorded a deed, a notice of purchaser’s interest, or an abstract of contract for deed containing the name and address of the contract purchaser and have delivered a copy of the recorded document to the Association.

The term “**Owner**” or “**Parcel Owner**” shall not include (i) mortgagees or persons or entities having an interest in any Parcel merely as security for the performance of an obligation; or (ii) contract purchasers from the Declarant unless and until the Declarant has designated any such contract purchaser as the “**Owner**” for purposes of this Declaration in a written document executed by the Declarant and delivered to the Association. In addition, the Declarant shall be deemed the Owner of any Parcel sold by it to a third party for financing purposes so long as the Declarant retains the right to repurchase the Parcel.

All Owners and Parcels are subject to the Declaration, and all contract sellers (other than the Declarant) and purchasers are jointly and severally responsible for the performance of and compliance with all of the provisions of the Declaration.”

4. The definition of “**Turn-over date**” on page 4 of the Declaration shall be amended in its entirety to read as follows:

“21. “**Turn-over date**”. The term “turn-over date” shall mean the date on which the Declarant elects, in its discretion, to turn over the Association to the Board of Directors. This date shall be no earlier than the date on which 80% of the Parcels within Phases I, II, and III of the Ranch are sold by the Declarant, and no later than the date on which 100% of the Parcels within Phases I, II, and III are sold by the Declarant. The word “sold” shall not include Parcels that (a) the Declarant sells to third parties for financing purposes so long as the Declarant retains a right to repurchase the Parcel, or (b) Declarant has agreed to sell under a contract for deed or similar instrument until the full purchase price has been paid.”

5. Section 1, entitled “**ASSOCIATION**”, on page 4 of the Declaration shall be amended to replace the first 3 paragraphs thereof (before Section 1.1 begins) to read as follows:

“All Owners of a Parcel will be required to belong to the Association. Each Parcel shall be entitled to one vote regardless of the number of Owners of the Parcel. If there is more than one Owner of record for a Parcel, then at the time of purchase the Owners shall inform the Declarant in writing, or the Secretary of the Board of Directors after the turn-over date, of the name and address of the Owner entitled to vote. If the Owners fail to provide such written notification, then the first Owner who notifies the Declarant, or the Secretary of the Board of Directors after the turn-over date, of his or her intention to vote shall be the Owner entitled to vote.

Regardless of anything stated to the contrary in this Declaration, on all matters to be decided by the Parcel Owners, the Declarant shall be entitled to two votes per Parcel owned by it until the turn-over date, after which the Declarant shall be entitled to one vote per Parcel owned by it. For purposes of voting, the Declarant will be considered the "Owner" of a Parcel and entitled to two votes for such Parcel if the Declarant: (a) is the record owner of the Parcel; (b) is a contract seller of the Parcel and has not designated the contract purchaser as the "Owner" for voting purposes in a written document delivered to the Association; or (c) sells a Parcel for financing purposes and retains the right to repurchase the Parcel.

Except as otherwise stated in this Declaration, on all matters that may be voted upon by the Parcel Owners, a majority vote of the Parcels entitled to vote shall be sufficient to act for the Association."

6. Section 1.2, entitled "Assessments" on page 5 of the Declaration shall be amended by replacing the second paragraph of Section 1.2 with the following paragraph:

"Regardless of anything stated to the contrary in this Declaration, until the turn-over date, the Declarant is exempt from paying annual or special assessments on Parcels owned by the Declarant. For purposes of assessments, the Declarant will be considered the "Owner" of a Parcel and exempt from paying assessments if the Declarant: (a) is the record owner of the Parcel; (b) is a contract seller of the Parcel; or (c) sells a Parcel for financing purposes and retains the right to repurchase the Parcel. Following the turn-over date the Declarant will pay assessments on all Parcels owned by the Declarant."

7. Section 6.2, entitled "Amendment of Declarations" on page 12 of the Declaration shall be amended to read as follows:

"Prior to the turn-over date, the Declarant may amend this Declaration at any time. After the turn-over date, this Declaration may be amended with the approval of a majority vote of the Parcel Owners entitled to vote; *provided, however, that* no amendment of this Declaration may change, decrease, or increase the obligations or rights of the Declarant without the Declarant's express prior written consent, and no amendment may diminish a Parcel Owner's right of ingress and egress."

8. The provisions of this Amendment to the Declaration shall amend, replace, and/or supersede only those portions of the Declaration specifically referenced herein.

I, Thomas Langel, President of AmeriMont, Inc., hereby certify that AmeriMont, Inc., is entitled to 52 votes on all matters to be decided by the Parcel Owners, which is more than a majority of the 74 Parcels in the Flint Creek Ranch. Accordingly, pursuant to Section 6.2 of the Declaration, AmeriMont, Inc. hereby votes to amend the Declaration as set forth in this First Amendment to the First Amended Declaration of Covenants, Conditions and Restrictions for the Flint Creek Ranch Cluster.

DATED as of the 6th day of October, 2019.

AMERIMONT, INC.

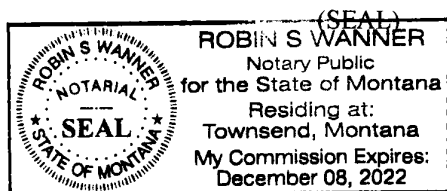
By: _____

Thomas Langel, President

ACKNOWLEDGEMENT:

STATE OF MONTANA)
: ss.
COUNTY OF GALLATIN)

On this 15th day of November, 2019, before me personally appeared Thomas Langel and acknowledged to me that he executed the foregoing instrument in his capacity as President of AmeriMont, Inc.



Robin S. Wanner
Notary Public for the State of Montana