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07/31/2007 04:35P

Charlotte Mills-Gallatin Co MTMISC 42.00

AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR GREENHILLS
RANCH SUBDIVISION

Reference is made to those Protective Covenants and Restrictions for Greenhills Ranch Subdivision, dated February 18, 2003, and recorded June 24, 2003, as Document No. 2112864, records of Gallatin County Montana, wherein Greenhills Ranch, LLC, as Declarant, set forth Protective Covenants for Greenhills Ranch Subdivision in Gallatin County, Montana. By subsequent amendment, Gateway Partners Limited Partnership was substituted for Greenhills Ranch, LLC as the Declarant.

RECITALS

1. That since the time that the Declaration of Protective Covenants was recorded, the Declarant has determined that inconsistencies exist between the Declaration of Protective Covenants and the Bylaws of the Homeowners' Association.
2. That an ambiguity exists with respect to the appointment or election of directors for the homeowners' association.
3. That the Declarant therefore desires to Amend the Declaration, in order to reconcile the Declaration and the Bylaws and to eliminate the ambiguity with respect to directors.
4. That the Declarant further wishes to modify the Declaration to expand the powers of the Design Review Committee and insert additional landscaping requirements.

Now therefore, pursuant to the authority of Article IX, Section 1 of the Declaration which allows the Declarant to amend



the Protective Covenants during the first fifteen years of their existence, the Declaration of Protective Covenants referenced above is hereby amended as follows:

1. That Article II, Section 4 of the Protective Covenants is hereby deleted in its entirety, and the following shall be substituted in its place:

Section 4. The annual meeting of the Association shall occur during the first two weeks of December of each year, at a convenient time and place within Gallatin County, Montana, to be determined by the president of the Association.

Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon call of 50% of the owners. Special meetings shall require seven (7) days notice in writing. Notice of annual and special meetings shall be mailed to owners at the address for each owner as provided pursuant to Section 2 of this Article. The presence of members, in person or by written proxy, representing 30% of the total votes of the membership shall constitute a quorum at any regular meeting. The presence of members, in person or by written proxy, representing 60% of the membership shall constitute a quorum at any special meeting.

At the annual meeting, the members shall review and approve a budget for the next year, shall elect Directors to fill any expired term or vacant position which has not been filled by the Declarant pursuant to Article I, Section 6 of this Declaration, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the association. The members shall have the right to set the number of Directors, which number shall not be less than three nor more than seven; provided, however, if the members determine that additional directors shall be included, the Declarant shall have the right to appoint such additional directors prior to the next annual meeting.



In the event that the annual budget is not approved by the members at the annual meeting for any reason, including but not limited to failure to establish a quorum at such meeting, The Directors may thereafter conduct a mail vote to approve such budget. In order to be a valid vote, at least 30% of the owners must cast ballots and a simple majority of votes shall prevail, once the 30% level is achieved.

- 2. That Article IV of the Protective Covenants is hereby deleted in its entirety, and the following shall be substituted in its place:

Section 1. Design Review Regulations

All structures shall be built in conformance with the Design Review Regulations, a separate document, adopted to govern the building of any and all structures in the Greenhills Ranch Subdivision. The Design Review Regulations are incorporated by reference herein and are enforceable as if they are a part of this document.

Section 2. Design Review Committee

The Committee for Design Review is hereby created and shall carry out all duties bestowed upon it by these covenants and the Design Review Regulations, and any amendments made thereto.

Section 3. Design Review Procedures

The procedures for application, consideration and approval of any building are set forth in the Design Review Regulations. Included in the Design Review Procedures is the ability of the Design Review Committee to form such reasonable rules and bylaws and to adopt such procedures as it deems necessary to carry out its functions. In furtherance of that authority to create rules and procedures, and not in limitation thereof, the Design Review Committee shall be authorized and required to establish a bond schedule for all projects presented to the Committee, which shall take



into consideration the size and nature of the project, the anticipated time for completion of the improvements for which the bond is given and the impact on surrounding properties. The bond requirement for a new residence, including the landscaping of the lot, shall be at least \$5000.00, but the bond for smaller projects may be less at the discretion of the Committee. The Committee may waive the bond requirement in the event that the project is deemed minor by the Committee, with minimal impacts on surrounding properties. Such bonds shall be conditioned upon successful and timely completion of the project for which the bond is given and faithful adherence to the plans submitted to the Committee. In the event that the project is not completed in a timely manner, the Committee shall be empowered to utilize the bond to complete the project and any owner, by providing such bond, shall be deemed to have consented to such action on the part of the Committee. In the event that the owner fails to follow the plans submitted to the Committee and approved by the Committee, the Committee may declare the bond, or any portion of the same, forfeited as liquidated damages for the failure of the owner to construct the improvement in accordance with the plans submitted. Nothing contained above shall limit the ability of the Committee to initiate a court action to rectify a breach of these covenants or the building and use regulations of the subdivision.

Upon completion of the improvements, which shall include landscaping, and notice from the owner that the improvements are ready for inspection, the Committee shall have a period of 20 days in which to conduct an inspection of the improvements to determine compliance. Thereafter, the Committee shall have 20 days in which to return the bond to the owner or to provide the owner with notice of non-compliance and a demand for compliance within 30 days of such notice.

No construction shall commence without the



signed approval of the Greenhills Ranch Committee for Design Review. Each structure must be constructed in compliance with the Design Review Regulations, including but not limited to, location, square footage requirements, color, building materials and all requirements of the Design Review Regulations.

- 3. Article V of the Protective Covenants is deleted in its entirety and following is substituted in its place:

Section 1. Landscape Design

All landscaping shall be installed in conformance with the environmental and site guideline regulations section of the Design Review Regulations, a separate document, adopted to govern the building of any and all structures in the Greenhills Ranch Subdivision. The environmental and site guideline regulations of the Design Guidelines is incorporated by reference herein and are enforceable as if they are a part of this document. At a minimum, any landscaping plan submitted for approval shall include the planting of at least five (5) deciduous trees, at least 2 1/2" in diameter and at least five (5) evergreen trees, at least 15' tall. Such trees shall be planted in such a manner that they break the scale of the residential structure and anchor the corners of the lot upon which the residence is located.

The procedures for application, consideration and approval of any building are set forth in the Design Review Regulations.

No landscaping shall be installed without the signed approval of the committee for design review. All landscaping must be installed within the first growing season following the completion of the residential structure.

- 4 That this amendment to the Declaration of Protective Covenants is made by the Declarant as stated above and it is not necessary to obtain the consent of any other party in order to made this amendment.
- 5. Except as specifically amended hereby, the original



covenants shall remain in full force and effect.

DATED this 31st day of July, 2007.

Walter Wolf
WALTER WOLF, general partner,
Gateway Partners Limited
Partnership

STATE OF MONTANA)
 : ss
County of Gallatin)

This instrument was acknowledged before me this 31st day of July, 2007, by Walter Wolf, general partner in Gateway Partners Limited Partnership.



Amy Bunch
Notary Public for the State of Montana
Printed name: Amy Bunch
Residing at Bozeman, Montana
My Commission expires 11/10, 2010