

Luna Properties  
40 E. Main St., Ste 210  
Bozeman, Mt 59715

**2533457**

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Charlotte Mills - Gallatin County, MT MISC

**SECOND AMENDMENT TO COVENANTS, CONDITIONS AND  
RESTRICTIONS OF AND FOR LANDMARK SUBDIVISION**

Whereas, Protective Covenants for Landmark Subdivision dated December 19, 2001, were executed by Potter Clinton Development, Inc. and recorded at the office of the Clerk and Recorder for Gallatin County, Montana, on December 19, 2001, at Doc. No. 2055996, for the real property known as Landmark Subdivision, according to the official plat thereof and on file at the office of the County Clerk and Recorder in and for Gallatin County, Montana, more particularly described as follows:

The Landmark Subdivision located in the NE1/4 of Section 33 and the NW1/4 and SW1/4 of Section 34, T1N, R4E, P.M.M., Gallatin County, MT.

WHEREAS, the original Covenants established one Homeowners' Association for the entire Subdivision, which Association is known as Landmark Homeowners' Association, a non-profit corporation duly organized under the laws of the State of Montana by filing its Articles of Incorporation on February 27, 2001; and

WHEREAS, the original Covenants were amended, in part, by the First Amendment to Covenants, Conditions and Restriction of and for Landmark Subdivision by a document executed by the Landmark Homeowner's Association and recorded at the office of the Clerk and Recorder

for Gallatin County, Montana on May 10, 2006 at Doc No. 2227548.

WHEREAS, the owners desire to amend the existing Covenants;

NOW THEREFORE, the necessary number of the owners desire to amend the existing Covenants, have voted to approve the following amendments and the President has executed this instrument and it shall supersede and replace the following Sections of the Covenants in full.

The Second Amended Covenants are as follows:

**ARTICLE VIII Section 16. Fencing.**

Certain types of fencing are allowed on individual lots. The attached standard exhibits include a screen fence and a decorative fence typical design. All fencing must adhere substantially to their designs. An alternate fencing style or type must be approved by the Architectural Control Committee prior to construction of the fencing begins. In all cases, the following standards must be adhered to:

- Screen fencing cannot exceed six (6) feet in height.
- Screen fencing cannot be constructed beyond the front of the house.
- Screen fencing must be built with 6x6 treated posts spaced a maximum of eight (8) feet apart.
- All screen fencing materials must be either treated or cedar wood, vinyl or synthetic material (ex. treks) and must be stained or colored to match or complement the color of the home.
- All Screen fence posts must be set in concrete back filled holes.
- Decorative fencing may not exceed 3' 6" in height and must be painted white or shades thereof including light cream colors.
- Decorative fencing may be installed in the front yard areas. It may also be installed in the rear yard areas if and only if the rear of the lots is not used for storage of recreational vehicles, pets, or employment related items.

It is the intent of this section to give members of the Association the ability to keep and store employment related items, personal recreational vehicles, and pets on their respective lots in a reasonable and screened manner and to ensure quality workmanship and design of the fences.

**ARTICLE VIII Section 17. Antennas and Satellite Dishes.**

No resident shall have any antennae or satellite dish mounted on the front of the house and corresponding roofline. The front of the house is considered to be where the front door is located. In no case shall a satellite dish exceed 36" in diameter.

**ARTICLE IX Section 4. Recreational Equipment.**

All campers, trailers, motorhomes, boats, and all other recreational equipment and the like shall only be parked on the Lot in compliance with the limitations of Section 3 above. In no event shall such equipment be parked on roads. Such equipment and vehicles must be enclosed in a garage or otherwise screened areas unless specified in the following dated exemption guidelines.

One (1) seasonal recreational vehicle will be allowed to be stored in the driveway or on a gravel or concrete pad next to the driveway on the following dates:

Water Sports (boats, jet skis): May 1-October 15

Campers, motorhomes, ATV's: May 1-October 15

Snow Sports (snowmobiles): October 15-May 1

Utility trailers are counted as the one recreational vehicle during any of the above dated seasons.

Screening design must be approved by the Board of Directors. The attached screen fence design is approved screening for such equipment.

Except for the specific Sections set forth above, each and every one and all of the terms and conditions contained in the Original Covenants, as amended by the First Amendment to the Original Covenants, remain in full force and effect, unchanged and unaltered by this Second Amendment except where inconsistent with or in conflict with the terms and conditions herein in which case the provisions set forth in this Second Amendment shall control.

IN WITNESS WHEREOF, the undersigned, with the power and authority vested in him as President of the Landmark Homeowner's Association, Inc. and upon the approval of more than sixty percent (60%) of the lot owners as determined by ballot vote pursuant to the procedures outlined and required in the original Declaration of Covenants above-reference for amendment, has executed this instrument as of the day and year first above written.

