

After recording return to  
Middle Creek Parklands Homeowners' Association  
40 E. Main Street, Suite 210  
Bozeman, MT 59715

**2445799**

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Charlotte Mills - Gallatin County, MT MISC



**Third Amendment to the Declaration for the Middle Creek Parkland Homeowners' Association**

This Third Amendment to The Declaration for the Middle Creek Homeowners' Association is made this 5 day of April, 2013, by the Middle Creek Parkland Homeowners' Association.

**RESOLUTION NO. 2325713 REGARDING MIDDLE CREEK HOMEOWNERS' ASSOCIATION AND THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR MIDDLE CREEK PARKLANDS SUBDIVISION IN REGARD TO TERM AND ENFORCEMENT**

WHEREAS Middle Creek Parkland Homeowners' Association development where enforcement of these covenants be by proceedings at either law or equity against any person violation, or attempting to violate any Covenant;

NOW THEREFORE the Declarant clarifies and modifies the following provisions of the Declaration of Protective Covenants and Restrictions for Middle Creek Homeowners' Association Subdivision as follows:

1. Pursuant to authority of Article X, Term and Enforcement, Section 2 of the Declaration for Middle Creek Parklands Homeowners' Association, the following paragraph shall be added and become a part of Article X, Term and Enforcement, Section 2 of the Declaration of the Middle Creek Parkland Homeowners' Association;

The Association, action through the Board or the Manager, shall have the authority to levy fines against the Property Owner for any violation of the covenants set forth herein or for any violations of the rules and regulations duly adopted by the Board. Violations caused by a tenant shall be assessed against the occupied Property and shall be the responsibility of the Property Owner. For each violation, the Property Owners may be fined according to the following schedule.

First Offense: Letter to homeowner, informing them of the initial violation. No fine will be assessed.

Second Offense: Second letter mailed to the homeowner of the same violation. Letter will be sent certificate of mailing.

Third Offense and More: Enforcement fines as adopted and imposed by the Board of Directors.

The fine schedule may be amended by the Board at any duly called meeting provided it is thereafter approved by at least seventy-five percent (75%) of the Property Owners at any regular or special meeting of the Association. All fines shall be considered final and shall be considered an assessment and a lien against the property unless the Property Owner makes a written appeal to the Board within five (5) days of receiving the fine and the board subsequently overturns such fine. The Board shall have thirty (30) days to meet and render its decision regarding the fine which decision shall be final. All fines may be collected by the Association in the same manner as an assessment as set forth herein (refer to section 7, Article III, Annual and Special Assessment.) All fines not paid within thirty (30) days shall accrue interest at the maximum current legal rate per annum on the amount of the fine from the due date thereof.

2. Pursuant to authority of Article III, Annual and Special Assessments of the Declaration for Middle Creek Parklands Homeowners' Association, the following caption shall be modified to read:

Article III, Annual and Special Assessments and Fines.

3. Pursuant to authority of Article III, Annual and Special Assessments of the Declaration for the Middle Creek Parklands Homeowners' Association, the following should be modified to read as follows:

Section 1. Assessments.

Each owner, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these Covenants, and to pay the Association:

- (1) Annual assessments or charges; and,
- (2) Special assessments for capital improvements and reserve assessments, such assessments to be established and collected as hereinafter provided.
- (3) Enforcement fines as adopted and imposed by the Board of Directors.

The annual, special and reserve assessment, and fines, together with the interest, costs, and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment or fine is made. Each assessment and/or fines, together with the interest, costs, and reasonable attorney fees, shall be the personal obligation of the owner of such property at the time when the assessments are due.

4. Pursuant to authority of Article II, Middle Creel Parklands Homeowners' Association, Section 7 of the Declaration for Middle Creek Parklands Homeowners' Association, the following paragraph shall be modified to read as follows;

Section 7. The Board of Directors shall have the power and responsibility of action on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association, including but not limited to take such actions as shall be necessary or reasonable to care for, protect and maintain the common open space and boundary fences, to enforce these covenants; to collect assessment; to impose fines; to enter into contracts and agreements as are necessary to affect the business of the Association; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the development, including the formation of special improvement districts, either public or private, for such improvements as the Association shall approve.

5. Pursuant to authority of Article VII, Property Use and Water Features of the Declaration for Middle Creek Parklands Homeowners' Association, the following paragraph shall be added and become a part of Article VII, Property Use and Water Features of the Declaration of the Middle Creek Parkland Homeowners' Association;

#### Section 6. Parking Restrictions

The garage shall be the primary parking area for lot the lot owners with overflow parking utilizing the driveway. Parked cars shall not obstruct pedestrian traffic. Additional parking is provided for guests of residences and may be used by non-residents on a temporary basis not to exceed three (3) days.

No junk vehicles shall be parked on the street. A junk vehicle is one that cannot be normally and frequently driven under its own power. All implements must be stored in a garage or other such structure and not to be left in open view.

Vehicles parked in violation of these covenants may be notified by means of a verbal notice to the vehicle owner, or by notice from the Homeowners' Association placed under the windshield wiper stating that the vehicle is in violation of these covenants and requesting immediate removal of the vehicle. If the violation is not corrected within 24 hours of notification, the Homeowners' Association may cause the vehicle to be towed and impounded at the expense of the vehicle's owner. The Homeowners' Association may cause a vehicle to be towed immediately without notification if the Homeowners' Association determines the vehicle impedes emergency vehicles or, in any way, presents a threat to health and safety.

Dated 5 day of April, 2013

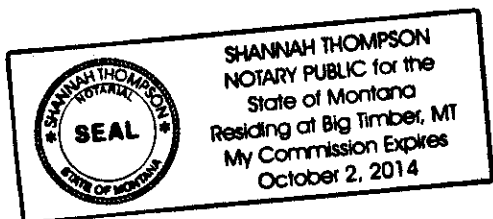
Middle Creek Parkland Homeowners Association

By: Ken Flikkema  
Ken Flikkema

STATE OF MONTANA     )  
  :SS  
COUNTY OF GALLATIN    )

On this 5 day of April, 2013, personally appeared Ken Flikkema, known to me to be the Declarant of the Middle Creek Parkland Homeowners Association known to me to be the person that executed the within document, and acknowledged to me the execution of this document.

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



[Signature]  
Notary Public for the State of Montana

Shannah Thompson  
Printed Name

Residing at Big Timber

My Commission Expires 10/2/14