

**After Recording Return to:**  
Middle Creek Parklands Homeowners Association  
c/o 40 East Main Street, Ste. 210  
Bozeman, Montana 59715

**2464624**

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Charlotte Mills - Gallatin County, MT MISC

**FOURTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR  
MIDDLE CREEK PARKLANDS SUBDIVISION**

WHEREAS, the Declaration of Protective Covenants and Restrictions for Middle Creek Parklands Subdivision ("Covenants") recorded in the office of Gallatin County Clerk and Recorder on March 31, 2009 as Doc. No. 2325713, as subsequently amended, identifies the real property which is subject to the Covenants; and

WHEREAS, the recording of the final plat for Phase 2, changes the legal description of the real property subject to the Covenants; and

WHEREAS, the recording of the Third Amendment to the Declaration for the Middle Creek Parkland Homeowners' Association on April 8, 2013 as Doc. No. 2445799, erroneously mis-identifies the subdivision, the Covenants and the Declarant.

NOW, THEREFORE the Declarant clarifies and modifies, pursuant to the authority reserved in Article X, Section 1, the following provisions of the Declaration of Protective Covenants and Restrictions for Middle Creek Parklands Subdivision ("Covenants") as follows:

1. Lots 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140 and Lot 202 are subject to, encumbered by and assume all responsibility and liability, obligations and duties of the Protective Covenants and Restrictions for Middle Creek Parklands Subdivision, as amended.
2. In order to modify and amend the Third Amendment previously recorded, the following is adopted, inserted and modifies the Third Amendment to the

Declaration for the Middle Creek Parkland Homeowners' Association on April 8, 2013 as Doc. No. 2445799 by replacing said recording with the following:

WHEREAS, Middle Creek Parkland Subdivision enforces the Declaration of Protective Covenants and Restrictions by proceedings at either law or equity against any person violating, or attempting to violate any Covenant and desires to allow for the additional enforcement mechanism of fines.

a. the following paragraph shall be added and become a part of Article X, Term and Enforcement, Section 2 of the Covenants:

The Association, acting 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 by certified mail.

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

The fine schedule may be established and thereafter amended by the Board after providing written notice mailed to the lot owners not less than ten (10) calendar days prior to the Board of Director meeting. 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.

b. the following caption shall be modified to read:

Article III, Annual and Special Assessments and Fines.

c. Article III, Annual and Special Assessments and Fines of the Covenants, 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;
- (2) Special assessments for capital improvements and reserve assessments, such assessments to be established and collected as hereinafter provided; and
- (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's fees, shall be the personal obligation of the owner of such property at the time when the assessments are due.

d. Article II, Middle Creek Parklands Homeowners' Association, Section 7 of the Covenants, 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.

e. Article VII, Property Use and Water Features, Section 6, of Covenants, the following paragraph shall be added and become a part of Article VII::

Section 6. Parking Restrictions

The garage shall be the primary parking area for 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 with twenty-four (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 Homeowner's Association may cause a vehicle to be towed immediately without notification if the Homeowner's Association determines the vehicle impedes emergency vehicles or, in any way, presents a threat to health and safety.

All other provisions of the Declaration of Protective Covenants and Restrictions for Middle Creek Parklands Subdivision as Doc. No. 2325713 in the office of Gallatin County Clerk and Recorder on March 31, 2006, and the First Amendment to the Declaration of Protective Covenants and Restrictions for Middle Creek Parklands Subdivision recorded as Doc. No. 2372219 in the office of Gallatin County Clerk and Recorder on October 8, 2012 and the Second Amendment to the Declaration of Protective Covenants and Restrictions for Middle Creek Parklands Subdivision recorded as Doc. No. 2441010 remain in full force and effect and apply to the lots identified herein as well as the lands identified in Exhibit A of the original Covenants.

DATED this 2<sup>nd</sup> day of October, 2013.

MIDDLE CREEK PARKLANDS SUBDIVISION  
DECLARANT

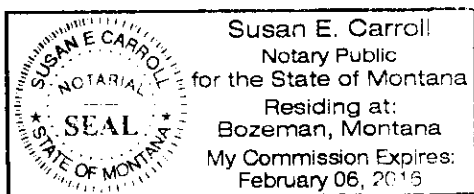
Circle F, LLC, a Montana limited liability company

By: Ken Flikkema  
Ken Flikkema, Member

STATE OF MONTANA )  
 : ss.  
County of Gallatin )

On this 2nd day of October, 2013, personally appeared Ken Flikkema, known to me to be the Member of Circle F, LLC, which is the Declarant of the of Protective Covenants and Restrictions Declaration for Middle Creek Parklands Subdivision and he 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.



*Susan E. Carroll*  
\_\_\_\_\_  
Notary Public for the State of Montana  
Printed Name: Susan E. Carroll  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_