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FIRST AMENDMENT TO DECLARATION FOR CROFT FARMS CONDOMINIUMS

This First Amendment to the Declaration for Croft Farms Condominiums amends the Declaration for Croft Farms Condominiums made September 14, 2017 and recorded in the office of the Clerk and Recorder of Gallatin County, Montana as Document Number 2597601 on November 3, 2017 (the "Declaration"), and all supplements to such Declaration, with respect to the following real property made subject to the Montana Unit Ownership Act as provided in that Declaration:

Lots 1, 2, 3, 4 of Gallatin River Farm North Major Subdivision Phase 2- Final Plat, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Gallatin County, Montana [Plat Reference J-504]

Except as amended by the terms of this First Amendment, the terms of the Declaration remain in full force and effect.

The Declaration is hereby amended as follows:

ARTICLE III- DEFINITIONS

Article III is amended to delete Section 3.16.

ARTICLE V- REAL ESTATE

Section 5.7 is added to the Declaration to state as follows:

5.7. Restriction on Rental of Unit. Only 20% of Units in the Project may be leased or rented at any one time. No rental of a Unit shall be allowed for a time period shorter than twelve months. The ability to lease or rent a Unit will be approved by the Board on a first-come, first serve basis. The Board shall maintain a list of all rented

units, including contact information for the tenant. Any requests for rental of a Unit when there are already 20% of Units leased or rented shall be placed on a waitlist to be maintained by the Board. All Owners are responsible for tenants following the Governing Documents. The Board may adopt rules and regulations as necessary related to the lease and rental of Units.

ARTICLE VII-MAINTENANCE AND UPKEEP

Section 7.1 of the Declaration is deleted and replaced as follows:

7.1 Maintenance by Association. The Association shall maintain and repair, or cause to be maintained and repaired, all Common Elements, including all exterior and structural components of each Unit and Building, including roof. Such maintenance and repair costs that are attributable to a particular Unit or Units may be assessed to the affected Unit(s), in the discretion of the Board, pursuant to Section 9.8.6.

ARTICLE XII- UNIT RESTRICTIONS

Section 12.2 of the Declaration is deleted and replaced as follows:

12.2 Alterations and Modifications. No Unit Owner shall make any alteration or modification of any Common Element. All additions, changes, alterations and other Construction Activity relating to a Unit shall be subject to the review and approval of the Board of Directors of the Association. The Board may establish Rules and Regulations from time to time further governing additions, changes, alterations or other Construction Activity. Prior to commencement of Construction Activity, a Unit Owner shall provide written notice to the Secretary of the Association of the Construction Activity with respect to the Owner's Unit.

Section 12.4 of the Declaration is deleted and replaced as follows:

12.4 Animals. Unit Owners may maintain household pets in their Unit. Any Unit may not maintain more than two (2) dogs and must maintain a reasonable total amount of household pets. Animals may not be kept for any commercial purposes. All pets must be controlled and maintained so as not to annoy or be offensive to other Unit Owners. Persistent barking is an annoyance. It shall be the Owner's responsibility to immediately clean any area within the Common Elements where a pet urinates or defecates. Any Unit Owner who causes any animal to be brought or kept upon the Property shall indemnify and hold harmless the Association from any loss, damage, liability or expense which the Association may sustain as a result of the presence of the animal, including reasonable attorney fees. If the Association receives two (2) or more complaints regarding a pet within any twelve-month period, the Board may, after giving appropriate notice of, and opportunity for, a hearing, order the removal or cause the

removal of any animal from the Condominium. The Board may adopt Rules and Regulations from time to time dealing with pets.

Section 12.5 of the Declaration is deleted and replaced as follows:

12.5 Aesthetics. The Common Elements (including Limited Common Elements appurtenant to the Units) shall not be used for storage of supplies, recreational equipment (including, but not limited to, ski or snowboard equipment, paddleboards, canoes, kayaks, and bicycles), materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations. No unsightly conditions shall be maintained on the patio, porch or deck of any Unit or in any other area that is visible from the exterior of the Unit and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted. The Board may adopt Rules and Regulations from time to time addressing the exterior appearance of Units and Building and the use of porches, decks and patios, including, without limitation, installation and use of hot tubs and barbeque grills. In general, no activity shall be carried on nor condition maintained by a Unit Owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Project. By way of example, outdoor basketball hoops and plastic furniture are not permitted.

Section 12.8 of the Declaration is amended to add the following language directly before the last sentence of Section 12.8:

Recreational vehicles (RVs) shall not be parked in any Unit Owner's driveway for longer than 48 hours to allow for loading/unloading of the RV.

Section 12.9 of the Declaration is deleted and replaced as follows:

12.9 Marijuana. No part of the Property may be used for the growing of, storage of, sale, dispensing, or other transfer of marijuana (medical or recreational) for any purpose, including, but not limited to, marijuana which is grown, harvested, and distributed pursuant to any law that authorizes or licenses any of the foregoing activities.

Section 12.10 of the Declaration is deleted and replaces as follows:

12.10 Lights and Holiday Decorations. No light shall be emitted from any portion of the Property which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Property which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spotlights, searchlights, speakers, horns, whistles, bells or other lights (excluding holiday lights) or sound devices shall be located or used on any portion of the Property except with the prior written approval of the Association. No inflatable items, such as inflatable holiday decorations, shall be permitted on any common elements or limited common elements, including roofs at any

time. Other holiday and seasonal lights and decorations must be removed within 30 days of such holiday or such other time as determined by the Board.

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The foregoing First Amendment has been submitted and approved by seventy-five percent (75%) or more of the Unit Owners in Accordance with Article X of the Declaration.

Croft Farms Condominium Owners' Association
A Montana not for profit corporation

By: Jeff Lowe, President

STATE OF MONTANA)
 :SS
County of Gallatin)

This instrument was acknowledged before me on the ____ day of _____, 2020, by Jeff Lowe, the President of Croft Farms Condominium Owners' Association

Notary Public for the State of Montana
Printed Name: _____