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Page: 1 of 8 07/02/2018 03:27:54 PM Fee \$56.00  
Charlotte Mills - Gallatin County, MT MISC



FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS FOR THE STORY CREEK SUBDIVISION

COMES NOW STORY CREEK PARTNERS, LLC, a Montana limited liability company as the Declarant under that certain Declaration of Protective Covenants and Restrictions for the Story Creek Subdivision recorded on June 25, 2018 as Document No. 2617387 in the office of the Clerk and Recorder of Gallatin County, Montana ("the Covenants"), and hereby amend said Covenants as follows:

1. Exhibit "A" was inadvertently omitted from the Covenants. Attached hereto is Exhibit "A" for the Covenants.

2. The Covenants, on page 10 in Article III, § 1, 2 and on page 12 in Article III, § 3, failed to include an Exhibit reference and the Covenants did not include such Exhibit. Said sections shall reference Exhibit "B" attached hereto.

2. Article III, § 1, 2i of the Covenants is deleted and replaced with the following:

"i. At the closing of the first purchase for each Lot within the Subdivision, the purchaser of the Lot shall deposit with the Association \$4.80 for every square foot of sidewalk to be installed upon the purchased Lot ("the Sidewalk Deposit"). The closing agent closing the first purchase of each Lot is hereby authorized to collect the Sidewalk Deposit and mail the same to the Association's address on file with the Montana Secretary of State. The calculations for the Sidewalk Deposit for each Lot within Phase 1 are attached hereto as Exhibit C. Once the requirements contained in Article III, § 1, 2 of this Declaration have been satisfied, the Association shall remit the Sidewalk Deposit to the current Lot Owner of record regardless of what entity or individual originally deposited the Sidewalk Deposit. In the event the requirements contained in Article III, § 1, 2 of this Declaration have not been satisfied within 2 years of the recording of the Plat, the Sidewalk Deposit shall be forever forfeited to the Association, and the Association shall install the sidewalks as required by Article III, § 1, 2

of this Declaration. In the event the Association fails to make the required sidewalk improvements, the Declarant may elect to make such sidewalk improvements, and in such event the Declarant may compel payment of the Sidewalk Deposit from the Association to the Declarant. Forfeiture of the Sidewalk Deposit to the Association shall not absolve the Lot Owner from responsibility and liability under Article III, § 1, 2 of this Declaration nor shall the forfeiture of the Sidewalk Deposit limit the remedies available to the Association and/or the Declarant to enforce the requirements of Article III, § 1, 2 of this Declaration against the Lot Owner, including (but not limited to) filing a lien against the Lot for the amount in excess of the Sidewalk Deposit that was required to construct the sidewalk improvements and all attorney's fees and other costs associated therewith. The Lot Owner who performs or causes to be performed the sidewalk improvements shall warrant against defects and shall warrant that the sidewalk improvements are made in a good and workman-like manner for a period of one (1) year from the date of written acceptance by the City of Belgrade of the sidewalk improvements. This warranty shall inure to the benefit of the City of Belgrade, the Declarant, and the Association and may be enforced by the same."

3. The undersigned do hereby ratify, declare and affirm the Covenants as modified herein. Except for the specific changes, modifications, clarifications and additions contained and set forth herein, each and every one and all the terms and conditions of the Covenants remain in full force and effect, unchanged and unaltered by this Amendment except where inconsistent with or in conflict with the terms of this Amendment in which case the terms of this Amendment shall control.

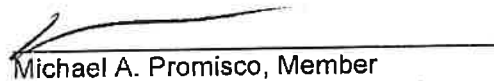
DATED this 2nd day of July, 2018

STORY CREEK PARTNERS, LLC, a Montana limited liability company, by

BUTLER CONSULTING, INC., a  
Montana corporation, Member, by

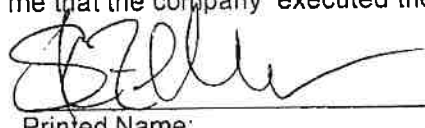
  
Troy Butler, President

TRIPLE MT CONSTRUCTION, LLC,  
Member, by

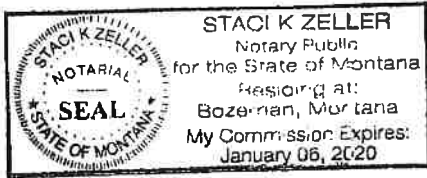
  
Michael A. Promisco, Member

STATE OF MONTANA )  
 : ss.  
County of Gallatin )

On this 2nd day of July, 2018, before me, a Notary Public in and for said State, personally appeared TROY BUTLER, President of BUTLER CONSULTING, INC., a Montana corporation, Member of STORY CREEK PARTNERS, LLC, a Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.

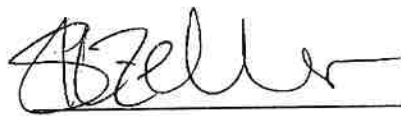


Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_, Montana  
My commission expires: \_\_\_\_\_

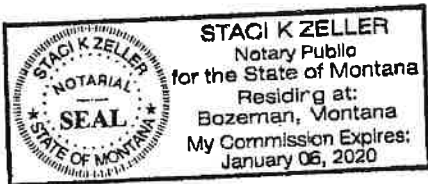


STATE OF MONTANA )  
 : ss.  
County of Gallatin )

On this 2nd day of July, 2018, before me, a Notary Public in and for said State, personally appeared MICHAEL A. PROMISCO, Member of TRIPLE MT CONSTRUCTION, LLC, Member of STORY CREEK PARTNERS, LLC, a Montana limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the company executed the same.



Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_, Montana  
My commission expires: \_\_\_\_\_



**EXHIBIT "A"**

All real property included within the Final Plat of Story Creek Subdivision, City of Belgrade, County of Gallatin, being Tract 1 of Minor Subdivision #423, located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 1 North, Range 4 East, P.M.M., City of Belgrade, 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 J-630)

## EXHIBIT "B"

Block	Lot
1	1
1	2
1	3
2	1
2	2
2	3
2	12
2	13
3	1
3	2
3	3
3	4
3	5
3	6
3	7
3	8
3	9
3	10
3	11
3	12
3	13
3	14
3	15
3	16
3	17
3	18
3	19
3	20
3	21
4	1B
4	1A
4	2B
4	2A
4	3B
4	3A
4	4B

4	4A
4	5B
4	5A
4	6B
4	6A
4	7B
4	7A
4	8B
4	8A
4	9B
4	9A
4	10B
4	10A
4	11B
4	11A
4	12B
4	12A
4	8
4	9
4	10
4	11
4	12
4	13
4	14
4	15
5	7
5	8
9	12
9	13
11	12
11	13

## EXHIBIT "C"

Block	Lot	FT <sup>2</sup> of Sidewalk	Total Cost
1	1	916.90	\$ 4,401.12
1	2	418.00	\$ 2,006.40
1	3	918.00	\$ 4,406.40
2	1	916.60	\$ 4,399.68
2	2	416.00	\$ 1,996.80
2	3	916.00	\$ 4,396.80
2	12	1000.05	\$ 4,800.24
2	13	1000.00	\$ 4,800.00
3	1	750.00	\$ 3,600.00
3	2	300.00	\$ 1,440.00
3	3	300.00	\$ 1,440.00
3	4	300.00	\$ 1,440.00
3	5	300.00	\$ 1,440.00
3	6	300.00	\$ 1,440.00
3	7	300.00	\$ 1,440.00
3	8	300.00	\$ 1,440.00
3	9	300.00	\$ 1,440.00
3	10	349.30	\$ 1,676.64
3	11	270.55	\$ 1,298.64
3	12	409.50	\$ 1,965.60
3	13	500.00	\$ 2,400.00
3	14	500.00	\$ 2,400.00
3	15	500.00	\$ 2,400.00
3	16	500.00	\$ 2,400.00
3	17	500.00	\$ 2,400.00
3	18	500.00	\$ 2,400.00
3	19	500.00	\$ 2,400.00
3	20	500.00	\$ 2,400.00
3	21	1188.55	\$ 5,705.04
4	1B	675.00	\$ 3,240.00
4	1A	200.95	\$ 964.56
4	2B	200.95	\$ 964.56
4	2A	200.95	\$ 964.56
4	3B	200.95	\$ 964.56
4	3A	200.95	\$ 964.56
4	4B	200.95	\$ 964.56

4	4A	200.95	\$ 964.56
4	5B	200.95	\$ 964.56
4	5A	200.95	\$ 964.56
4	6B	200.95	\$ 964.56
4	6A	200.95	\$ 964.56
4	7B	200.95	\$ 964.56
4	7A	200.95	\$ 964.56
4	8B	200.95	\$ 964.56
4	8A	200.95	\$ 964.56
4	9B	200.95	\$ 964.56
4	9A	200.95	\$ 964.56
4	10B	200.95	\$ 964.56
4	10A	200.95	\$ 964.56
4	11B	200.95	\$ 964.56
4	11A	200.95	\$ 964.56
4	12B	200.95	\$ 964.56
4	12A	678.25	\$ 3,255.60
4	8	364.95	\$ 1,751.76
4	9	360.00	\$ 1,728.00
4	10	300.00	\$ 1,440.00
4	11	300.00	\$ 1,440.00
4	12	300.00	\$ 1,440.00
4	13	300.00	\$ 1,440.00
4	14	300.00	\$ 1,440.00
4	15	800.05	\$ 3,840.24
5	7	480.80	\$ 2,307.84
5	8	523.70	\$ 2,513.76
9	12	1000.05	\$ 4,800.24
9	13	1000.00	\$ 4,800.00
11	12	1000.00	\$ 4,800.00
11	13	996.40	\$ 4,782.72