

**After recording return to:**

Troy L. Bentson  
Browning, Kaleczyc, Berry & Hoven, P.C.  
801 West Main Street, Suite 2A  
Bozeman, MT 59718

**Accomodation Recording Only**

STC # G2009

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Charlotte Mills - Gallatin County, MT MISC



**SECOND AMENDMENT TO THE DECLARATION FOR  
THE LINKS CONDOMINIUMS**

The SECOND AMENDMENT to the DECLARATION FOR THE LINKS CONDOMINIUMS (hereinafter referred to as the "Second Amendment") is executed upon the date found at the conclusion of this document by The Golf Course Partners Incorporated, a Montana corporation (hereinafter referred to as "Declarant"). Reference is made to the DECLARATION FOR THE LINKS CONDOMINIUMS, which was filed and recorded on August 1, 2008, as Document No. 2307174 (hereinafter referred to as "Declaration") and the FIRST AMENDMENT TO THE DECLARATION FOR THE LINKS CONDOMINIUMS, which was filed and recorded on July 13, 2009, as Document No. 2336405 (hereinafter referred to as "First Amendment"). Both the Declaration and First Amendment were recorded in the office of the Clerk and Recorder for Gallatin County, Montana.

**RECITALS**

1. That Declarant, The Golf Course Partners Incorporated, a Montana corporation, wishes to now amend the Declaration;
2. That Article VII of the Declaration provides that Declarant may unilaterally amend the Declaration, or any other project document, until seventy-five percent (75%) of all the Units in THE LINKS CONDOMINIUMS have been sold.
3. That Declarant is the current owner of one hundred percent (100%) of all the Units in THE LINKS CONDOMINIUMS, and, thus, no Units have been sold to third parties.
4. That Declarant is entitled to make amendments to the Declaration;
5. That if there is any inconsistency or conflict between the terms of this Second Amendment and the Declaration or the First Amendment, the terms of this Second Amendment shall control.

NOW THEREFORE, the Declaration, pursuant to this Second Amendment, shall be modified and amended as follows:

Article XI. entitled "RIGHTS OF CONDOMINIUM MORTGAGE HOLDERS, INSURERS OR GUARANTORS" shall be amended to include the following additional paragraphs:

- 3. Any right of first refusal in the condominium project documents (i.e. Declaration, Bylaws and amendments thereto) will not apply to or adversely impact the rights of a mortgagee to: (1) foreclose or take title to a condominium unit pursuant to the remedies in the mortgage; or (2) accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or (3) sell or lease a unit acquired by the mortgagee.
- 4. If any mortgagee's consent or approval is required by the terms of this Declaration, such consent or approval shall be deemed granted if an eligible mortgagee fails to submit a response to any written proposal for its consent or approval within sixty (60) days after the mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.
- 5. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee. If the Association's lien priority includes costs of collecting unpaid dues, the mortgagee/lender will be liable for any fees or costs related to the collection of the unpaid dues.

DATED this 22<sup>nd</sup> day of September, 2009.

**The Golf Course Partners Incorporated:**

Deborah J. Dehmer  
 By: Deborah J Dehmer  
 Its: President

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STATE OF MONTANA )  
: ss.  
County of Gallatin )

On this 22nd day of September, 2009, before me, a Notary Public in and for the State of Montana, personally appeared Deborah J. Dehmer, known to me to be the President of **The Golf Course Partners Incorporated**, whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of said company.

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



Sign: Ashley Flynn  
Print Name: Ashley Flynn  
Notary Public for the State of Montana  
Residing at: Belgrade  
My commission expires: April 24, 2013