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Charlotte Mills - Gallatin County, MT MISC



AMENDED DECLARATION  
OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
TIMBERCREST ESTATES and TIMBERCREST ESTATES PHASE II

THIS AMENDED DECLARATION is made this 15<sup>th</sup> day of August 2013 by SICO Montana, LLC, a Montana limited liability company.

WITNESSETH:

WHEREAS, on December 3, 2004, SICO Montana, LLC, a Montana Limited liability company filed Declaration of Protective Covenants and Restrictions for Timbercrest Estates as Document No. 2171996, ("**Phase I Covenants**") as Declarant and owner of the following described property situated in Gallatin County, Montana:

Tracts 3529, 3534, 3536, 3537, 3538, 3539, 3541, 3543, 3544, 3547, 3548, 3549, 3550, 3552, 3555, and 3557 of Certificate of Survey 36A, located in Section 35, Township 2 South, Range 7 East, Gallatin County, Montana (hereinafter referred to as "**Phase I**");

WHEREAS, on December 13, 2005, SICO Montana, LLC, filed a Declaration of Protective Covenants and Restrictions for Timbercrest Estates as Document No. 2212712, ("**Phase II Covenants**") as Declarant and owner of the following described property situated in Gallatin County, Montana:

Tracts 3501, 3502, 3503, 3504, 3505, 3513, 3514, 3515, and 3516 of Certificate of Survey No. 36, located in Section 35, T2S, R7E, M.P.M. and Lots 3517, 3518, 3519, 3520, 3521, 3525, 3516, 3517, and 35312 of "Correction Sheet 2" of Certificate of Survey No. 36A, a survey being located in the SE1/4, SW1/4, NE1/4 and NE1/4 of Section 35, and NE1/4 of Section 34, T2S, R7E, M.P.M Gallatin County, Montana (hereinafter referred to as "**Phase II**");

WHEREAS, Phase I and Phase II share common roads and utility systems, and for purposes of cost efficiency, ease of administration, and efficient road and property maintenance, it was intended at the time of the recordation of the Phase II Covenants, that the Owners of the Tracts in Phase II would be members of the same Association uniformly referred to in both the Phase I Covenants and the Phase II Covenants as the "Timbercrest Homeowners' Association";

WHEREAS, Phase I and Phase II, and its Owners, have been governed and administered collectively as members of the Timbercrest Homeowners' Association;

WHEREAS, Declarant is hereby amending the Phase I and Phase II Covenants to correct a clerical error with respect to the Timbercrest Homeowners' Association name, to clarify that the Phase I and Phase II Tract Owners do, in fact, comprise the Members of the same property owner's association, and to amend the recurring date for Annual Meetings; and

WHEREAS, the Declarant, pursuant to identical language in Article IX, Section 1 of the Phase I Covenants and Article IX, Section 1 of the Phase II Covenants has the right to modify, alter, or amend the Phase I Covenants and Phase II Covenants respectively at "the Declarant's sole option."

NOW, THEREFORE, the Declarant, pursuant to its rights as noted above, does hereby amend, the Phase I Covenants and Phase II Covenants as follows.

## **ARTICLE I**

### **AMENDMENTS & CLARIFICATIONS**

Section 1. The definition of Association and any and all references in the Phase I Covenants and Phase II Covenants to the "Association" (originally referred to therein as the Timbercrest Homeowners' Association) shall be amended and replaced such that the Association shall mean the Timbercrest Estates Homeowners' Association, Inc.

Section 2. The definition of "members" in the Phase I Covenants and Phase II Covenants, shall be amended and replaced such that "members" shall mean collectively the Owners of the Tracts described above as Phase I and Phase II. This amendment to the definition of "members" notwithstanding, this amendment does not amend or change in anyway the applicable property use restrictions found in the Phase I Covenants and the Phase II Covenants and their exclusive applicability respectively to the Owners of Phase I tracts and Phase II tracts.

Section 3. The date originally stated in the Phase I Covenants and the Phase II Covenants for the annual meeting of the Association shall be changed such that this meeting will occur on the 1<sup>st</sup> Tuesday of November each year.

Section 4. Except as specifically set forth above, this Amended Declaration

does not modify, change, or otherwise alter the meaning of the Phase I Covenants or the Phase II Covenants.

THIS AMENDED DECLARATION to the Phase I Covenants and the Phase II Covenants shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns and further shall inure to and pass with each and every parcel, tract, tract or division as provided for herein.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 15<sup>th</sup> day of August, 2013.

SICO Montana, LLC

By: [Signature]  
J. Robert Sierra, Sr.  
Its. Chief Executive Officer

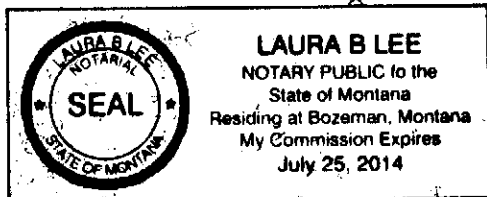
STATE OF Montana )

:SS.

County of Gallatin )

On this 15<sup>th</sup> day of August, 2013, before me, the undersigned, a Notary Public of the State of Montana, personally appeared J. Robert Sierra, Sr. being the Chief Executive Officer of SICO Montana, LLC, and known to me to be the person who executed the within instrument and acknowledged to me he executed the same on behalf of both entities.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



Laura B. Lee  
NOTARY PUBLIC for the State of Montana  
Printed Name: Laura B. Lee  
Residing at Bozeman, MT  
My Commission expires July 25, 2014