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Northtown
First
Amendment
to
Covenants

June 2,
2023

**FIRST AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR NORTHTOWN MAJOR
SUBDIVISION**

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
NORTHTOWN MAJOR SUBDIVISION

THIS FIRST AMENDMENT TO DECLARATION PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHTOWN MAJOR SUBDIVISION (“First Amendment to Covenants”) is made this 2nd day of June, 2023, by the Declarant and Board of Directors (“HOA Board”) of the Northtown Major Subdivision Property Owners Association, Inc., a/k/a NorthTown Homeowners Association (“HOA”). Unless specifically and otherwise defined hereunder, all capitalized terms shall have the meaning to which they are given under the terms of that certain Declaration of Protective Covenants, Conditions and Restrictions for Northtown Major Subdivision, on file and of record in the office of the Clerk and Recorder for Park County, Montana as Document No. 407567 filed on December 18, 2018 (“Covenants”), as supplemented by that certain Declaration of Supplemental Protective Covenants, Conditions, and Restrictions for Northtown Major Subdivision, on file and of record in the office of the Clerk and Recorder for Park County, Montana as Document No. 436076 filed on June 12, 2023 (“Supplemental Covenants”).

Pursuant to Sections 19.02(i) and (iii), this First Amendment to Covenants amends the Covenants and Supplemental Covenants in connection with that certain real property, situated in Park County, Montana, more particularly described in Exhibit A, attached hereto and incorporated herein by reference (“Property”).

NOW THEREFORE, the Covenants are hereby amended as follows:

(1) Section 1.15 of the Covenants is hereby amended and restated at follows:

1.15 Design Review Committee (“DRC”). The Committee appointed by the Board of Directors of the Association, consisting of three (3) members, with preference for at least one (1) of such members having professional qualifications as an architect or landscape architect.

(2) Section 5.01(i) of the Covenants is hereby amended and restated as follows:

(i) All landscaping and parks, structures, and improvements, including without limitation any bike and pedestrian pathways/trails situated upon the Common Area;

(3) Section 11.01 of the Covenants is hereby amended and restated as follows:

Section 11.01 LAND USE

Land use within the Northtown Major Subdivision may vary as permitted by the City of Livingston, subject to the requirements of the growth policy and zoning regulations established by the City of Livingston.

- (4) Section 11.02 of the Covenants is hereby amended and restated as follows:

Section 11.02 ACCESSORY DWELLING UNITS ("ADUs")

Residential dwellings on Lots may include an Accessory Dwelling Unit ("ADU"), as permitted by the City of Livingston from time to time.

- (5) Section 11.03 of the Covenants is hereby amended and restated as follows:

Section 11.03 PARKS, COMMON AREA AND TRAILS

The Association shall be responsible for the operation and maintenance and operation of all parks and common open space. The Association agrees that neither Park County nor the City of Livingston has any obligation to maintain the parks and open space. Title to the Common Space shall vest in the Association and be maintained and controlled by the Board of Directors of the Association. All parks, open spaces and trails shall perpetually remain in that use for the benefit of the Members and the public alike, and shall be preserved and maintained for passive and active recreation, wildlife habitat, and protection of scenic, and unique or important natural features.

- (6) Section 11.05 of the Covenants is hereby amended and restated as follows:

Section 11.05 Storage of Equipment & Garbage.

No Lot or adjacent roadway shall be used for the storage of any inoperable vehicle, machinery or equipment or unlicensed vehicle, machinery or equipment. No Lot shall be used for storage of any articles, vehicles, equipment or other personal property of any quantity in excess of the immediate needs and personal use of the Owner of a Lot or the occupants and guests thereof as the case may be, and shall not interfere with the use or enjoyment of neighboring Lots. Garbage containers shall be stored in a garage, shed or other enclosed space, or a bear-proof garbage container shall be utilized.

- (7) Section 11.08 of the Covenants is hereby amended and restated as follows:

Section 11.08 ANIMALS

Only birds, dogs, cats or small in-house pets, are permitted; provided however that, in the event this covenant is construed or applied as being more restrictive than the City of Livingston Municipal Code and/or supporting regulations (hereinafter referred to collectively as "City Code") then said City Code shall control and govern this subject matter. All dogs, cats and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of property by the other Owners in Northtown Major Subdivision. Pets shall be kept controlled by each owner and shall not be allowed to roam free. Artificial feeding of all wildlife and big game shall be prohibited, including any food, garbage or other attractant. Owners acknowledge that wildlife damage to landscaping and other property may occur. Owners shall accept the risk and shall not file claims against any governing body for such damages.

(8) Section 11.11 of the Covenants is hereby revoked in its entirety as there are no subdivision roads/parking areas; rather, the same are all dedicated to the City of Livingston, Montana.

(9) Section 12.06(i) is hereby amended and restated in its entirety as follows:

(i) General.

The Property shall be developed consistent with the land use and growth policy of the City of Livingston and used as permitted by the City of Livingston, pursuant to applicable zoning, and as allowed by the Association. Any Supplemental Covenants or additional covenants imposed on the Property within any area may impose stricter standards than those contained in this Article and the Association shall have standing and the power to enforce such standards. Furthermore, notwithstanding anything contained in these Covenants to the contrary, no restrictions on use shall be construed or applied to limit the Property from achieving full land use density as dictated by the City Code and growth policy.

(10) Section 12.06(iv) of the Covenants is hereby amended and restated as follows:

(iv) Parking of recreational vehicles, motor homes, or other oversized vehicles, stored vehicles, or inoperable vehicles in places other than enclosed garages and no vehicle shall be parked upon or encroach upon the Common Area. The City Code shall apply and govern the safety rules and regulations regulating or restricting the types of vehicles which may be operated on the roads within the subdivision.

(11) Section 12.06(ix) of the Covenants is hereby revoked in its entirety.

(12) Section 13.02 of the Covenants is hereby amended and restated as follows:

Section 13.02 DESIGN REVIEW

Responsibility for administration of the Design Guidelines, as defined below and review of all applications for construction and modifications under this Article shall be handled by the DRC. The members of the DRC need not be Members of the Association or representatives of Members. It is preferred that at least one (1) member of the DRC is an architect, engineer or similar professional, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review. Notwithstanding anything contained herein to the contrary, in the event the Design Guidelines conflict with, or are construed or applied by the DRC or any other party in conflict with the City of Livingston policy or City Code, then said policy and/or the City Code shall prevail, control and govern said subject matter. In this regard, but without limiting the intended breadth of the immediately preceding sentence, no building requirements or allowed uses under these Covenants shall be more restrictive than the City of Livingston zoning regulations as set forth in the City Code, including without limitation, building height, set-back or roof pitch.

- (13) Section 15.01 of the Covenants is hereby amended and restated as follows:

Section 15.01 EASEMENTS FOR UTILITIES, ETC.

There are hereby reserved unto the Declarant, as long as the Declarant owns any of the Property or has any right to annex additional property into these Covenants, the Association, and the designees of each (which may include, without limitation, the City of Livingston, Montana, or Park County, Montana and any utility) access and maintenance easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Property. The Declarant further hereby reserves for itself and its duly authorized agents, representatives, designees, successors and assigns, a perpetual nonexclusive easement for utilization, tapping into, tying into, extending and enlarging all utilities within the Property. The Declarant further hereby reserves an easement in favor of itself, the Association, and the designees of each upon, across, over, and under all of the Property for the creation, use, maintenance of trail systems, including, without limitation, pedestrian, bicycle, and for the creation, use, and maintenance of wildlife resistant landscape treatments and features. The foregoing easements may traverse any Lot; provided, however, an easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Lot, and any damage to a Lot resulting from the exercise of an easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of an easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

- (14) Section 13.04 is hereby amended to add the following additional provision as subsection (viii):

(viii) Notwithstanding anything contained herein to the contrary, in the event the Design Guidelines conflict with, or are construed or applied in conflict with the City Code, then the City Code shall control and govern said subject matter. In this regard, but without limiting the intended breadth of the immediately preceding sentence, no building requirements or allowed uses under these Covenants shall be more restrictive than the City of Livingston zoning regulations as set forth in the City Code, including without limitation, building height, set-back or roof pitch.

Except as expressly modified in this First Amendment to Covenants, all terms and conditions of the Covenants and Supplemental Covenants remain in full force and effect as originally written.

The Declarant and HOA Board hereby certifies that this First Amendment to Covenants has amended the Covenants in accordance with Article XIX, Section 19.02 thereof, entitled "Amendment", and furthermore, has been approved and adopted by the Declarant, the requisite number of Members of the Board, and by the requisite affirmative vote of the Owners at a meeting duly noticed and called for such purpose.

IN WITNESS WHEREOF, by and on behalf of the Declarant, HOA Board and owners, the undersigned duly empowered and authorized persons hereby set their hands to this instrument as of the date first written above.

DECLARANT:

DECLARANT:

Northtown Development Corp
a Montana Corporation

By: _____


William Muhlenfeld, President

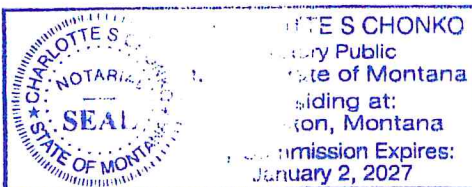
STATE OF MONTANA)

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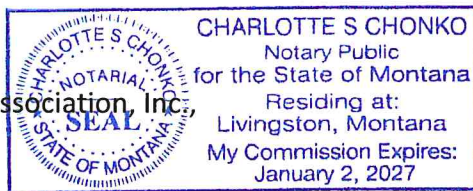
COUNTY OF GALLATIN)

This instrument was acknowledged before me on June 2, 2023, by William Muhlenfeld as President of Northtown Development Corp., Declarant.

(SEAL):




Notary Public for the State of Montana



HOA BOARD:

Northtown Major Subdivision Property Owners Association, Inc,
a Montana non-profit corporation,
a/k/a NorthTown Homeowners Association

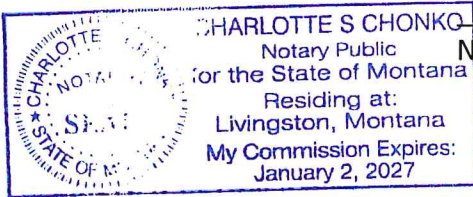
By: _____


William Muhlenfeld, Director

STATE OF MONTANA)
 : ss
COUNTY OF GALLATIN)

This instrument was acknowledged before me on June 2, 2023, by William Muhlenfeld, the authorized member of the Board of Directors of Northtown Major Subdivision Property Owners Association, Inc., a Montana non-profit corporation, a/k/a NorthTown Homeowners Association.

(SEAL):



Charlotte S Chonko

Notary Public for the State of Montana

EXHIBIT A

Northtown Subdivision, Phase 1, Subdivision Plat No. 6,17, Phases 2 and 3, Subdivision Plat No. 622, Phases 4A, 4B and 5, remainder of Lot 3A, Subdivision Plat No. 253, according to the Official Plat thereof on file and of record in the Office of the County Clerk and Recorder, Park County, Montana.