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Bozeman, MT 59719

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Charlotte Mills - Gallatin County, MT MISC



**FIRST AMENDMENT TO THE COVENANTS OF SPAIN BRIDGE MEADOWS  
SUBDIVISION (Document # 2249624 - Plat reference: J-450)**

The original document named above is hereby amended by replacing the previous Articles with the following:

**ARTICLE I. DEFINITIONS**

**Section 6.** The term "Directors" shall mean the Board of Directors of the Association, and shall consist of three lot owners who shall be elected at the annual meeting by a simple majority of the members of the Association. The Board of Directors shall be elected for a term set by a simple majority of the membership, but not less than one year. Any vacancy in the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining Directors.

The Directors shall have the authority to act on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association and enforce these Covenants. The Directors shall act by majority vote. The officers of the Association shall follow the directions of the majority vote of the Directors.

Until fifty-one percent (51%) of the lots in all phases which are the subject of this Declaration are sold, or ten (10) years after recordation, which ever occurs first, the Declarant, or his designees, assigns or heirs, shall have the right to appoint the Board of Directors, who shall be required to be lot owners or members of the Association. This right can be waived by Declarant at Declarant's sole discretion.

**Section 8.** The terms "Open Space" mean those areas set designated on the final plat as Open Space and trails as designated for use solely by

Owners and/or their guests. Reference herein to "Opens Spaces" means both Common Use Open Space and Agricultural Open Space.

**ARTICLE II. SPAIN BRIDGE MEADOWS HOMEOWNERS ASSOCIATION**

**Section 2.** Every owner or contract purchaser of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separate from the ownership of any lot. Nothing contained herein implies that each lot within the subdivision has more than one (1) vote within the association. Two or more lots combined to form one deeded lot shall have one vote. Each owner shall be responsible for advising the Association of their acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address. The address of the Association shall be PO Box 11938; Bozeman, Mt. 59719. The address of the Association may be changed by the Board of Directors upon notice to the owners.

**Section 4.** The annual meeting of the Association shall occur on the 1<sup>st</sup> Tuesday of July of each year.

Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon call of fifty one percent (51%) of the owners. Special meetings shall require 48 hours' notice, in writing. Notice of annual and special meetings shall be mailed to owners at the address for each owner as provided pursuant to Section 2 of this Article. The presence of members, in person, or by written proxy, representing fifty one percent (51%) of the total votes of the membership shall constitute a quorum.

At the annual meeting, the members shall review and approve a budget for the next year, shall elect Directors to fill any expired term or vacant position, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association. The members shall have the authority to set the number of Directors, which number shall not be less than three or more than seven. If the number of directors is an even number and in case of a tie vote during board activities, the President's vote shall be the deciding vote.

**ARTICLE X. TERM, ENFORCEMENT, APPLICABILITY AND CHANGE**

**Section 1.** The term of the provisions of these Covenants shall be binding from the date of these Covenants and may be modified, altered or amended by the Declarant at the Declarant's sole option during the first

ten (10) years after recordation, or until fifty one percent (51%) of the lots in all phases which are the subject of this Declaration are sold, (whichever comes first) and thereafter upon agreement signed by the Owners of seventy five percent (75%) of the lots in Spain Bridge Meadows Subdivision. This provision shall apply to the Declaration of Covenants, Conditions and Restrictions, to the Design Guidelines, and to the Land Management Plan. Any covenant required as a condition of subdivision approval shall not be altered or amended without the agreement of the governing body. (See Section 8)

**Section 7.** After the initial ten year period, or sooner as described in Section one above, the President or Vice-President shall execute and record the amendment, change or addition, as governed by section one above, with the Clerk and Recorder of Gallatin County, Montana.

\*Rest of page left blank intentionally.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 2 day of September 2011.

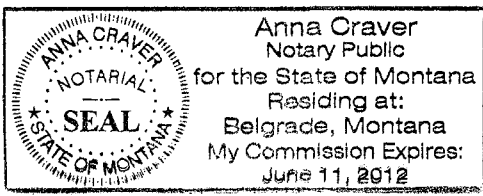
Spain Bridge Meadows, LLC

by [Signature]  
Its: Managing Member

STATE OF Montana)  
  :SS.  
County of Gallatin)

On this 2 day of Sept, 2011, before me, the undersigned, a Notary Public of the State of Montana, personally appeared Steven M Wallingford, being the Managing Member of Spain Bridge Meadows, LLC, known to me to be the person that executed the within instrument and acknowledged to me that he executed the same.

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



[Signature]  
NOTARY PUBLIC for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_