

**MTE**  
MONTANA TITLE AND ESTATE COMPANY  
ORDER # *M-70998*

*1925 N. 22nd Ave Ste 102  
Bozeman, MT 59718*

PLATTED *JAH*

**2580480**

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Charlotte Mills - Gallatin County, MT    MISC



**FIRST AMENDMENT  
TO THE  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS,  
AND OWNER'S ASSOCIATION  
FOR  
CENTENNIAL VILLAGE**

**FIRST AMENDMENT**  
**TO THE**  
**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS,**  
**AND OWNER'S ASSOCIATION**  
**FOR**  
**CENTENNIAL VILLAGE**

COMES NOW, the Declarant, FARMALL, LLC, a Montana limited liability company, and hereby amends the Declaration of Protective Covenants, Conditions, and Restrictions, and Owner's Association for Centennial Village, recorded February 11, 2008 as Document No. 2291391, and the Exception to Declaration of Protective Covenants, Conditions, and Restrictions, and Owner's Association Guidelines for Centennial Village, recorded October 7, 2008 as Document 2312186, both in the records of Gallatin County, Montana. This First Amendment is to separate the Phase I residential lots from the Phase I commercial lots and the Phase II commercial and residential lots. The lot owners of 75% of the lots in Centennial Village have voted in favor of this amendment, as provided in Section 35.0, Amendment, of the Declaration of Protective Covenants, Conditions and Restrictions, and Owner's Association for Centennial Village, as shown on the Affidavit of Declarant attached to this document as **Exhibit A**.

NOW, THEREFORE, the Declaration of Protective Covenants, Conditions, and Restrictions, and Owner's Association for Centennial Village, recorded February 11, 2008 as Document No. 2291391, and the Exception to Declaration of Protective Covenants, Conditions, and Restrictions, and Owner's Association Guidelines for Centennial Village, recorded October 7, 2008 as Document 2312186, both in the records of Gallatin County, Montana, are hereby amended as follows:

1. Section 3.0, Property Owners' Association heading shall be amended to read "Property Owners' and Homeowners' Associations".
2. Subsections 3.1, 3.2, 3.3, 3.4, and 3.6 shall be amended to read as follows:
  - 3.1 A) **Centennial Village Property Owners' Association** is incorporated as a non-profit, mutual benefit corporation. This Association is empowered to act pursuant to Articles of Incorporation, Bylaws and these Covenants on behalf of and levy assessments for Phase I, Open Space, Block 23, Lots 9, 10, 11, 12, 13, 14 and 15, and Phase II residential and commercial.
    - B) **Centennial Village HOA Residential 1-32 Association** will be incorporated as a non-profit, mutual benefit corporation. This Association is empowered to act pursuant to Articles of Incorporation, Bylaws and these Covenants on behalf of and levy assessments for Phase I, Block 22, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32.
  - 3.2 Each Association is formed for the purpose of administering, implementing and enforcing the Covenants, as enacted and amended, and operating each respective Association for the benefit of all members therein. The Association shall also have the authority to implement and enforce the Design Guidelines.

3.3 These Covenants and the respective Bylaws for each Association establish the membership in, and the duties, powers, operations, and the rights of each Association and the members in each Association.

3.4 Every person, group of persons, partnerships, corporations or associations, including Farmall, LLC, who is an owner according to the records of the Clerk and Recorder of Gallatin County, Montana, of a lot within the boundaries of the area described as Centennial Village Subdivision, on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana, shall be a member of one of the Associations; either **Centennial Village Property Owners' Association** or **Centennial Village HOA Residential 1-32 Association**. In all events, every owner of a lot shall be a member of one association based upon the lot's legal description. By this provision, each lot as shown on the plat and amendment thereto shall entitle the owner(s) to one membership interest in one of the Associations.

3.6 The Associations shall have one class of voting membership. *[No further amendments made to this section.]*

3. Section 4.0, Assessments, subsections 4.1, 4.3, 4.4, 4.5, 4.7, 4.9, and 4.10 shall be amended as follows:

4.1 For each lot owned within the boundaries of Centennial Village, each owner, by acceptance of a deed, whether or not it is so stated in such deed, is deemed to covenant and agree to pay the respective Associations:

4.1.1) Annual assessments or charges; and

4.1.2) Special assessments for capital improvements or otherwise as hereinafter provided.

4.3 *[In each instance where the word "Association" occurs, amend to "Associations".]*

4.3.2) *[In each instance where the word "Association" occurs, amend to "Associations".]*

4.3.3) *[In each instance where the word "Association" occurs, amend to "Associations".]*

4.3.6) *[In each instance where the word "Association" occurs, amend to "Associations".]*

4.3.7) *[In each instance where the word "Association" occurs, amend to "Associations".]*

4.3.11) *[The first two sentences remain the same.]* The electricity to operate the lights shall be provided by the local utility provider and shall be billed to the Associations for payment. The Associations shall share the cost proportionately, based upon the number of lots. *[The remainder of this paragraph shall stay the same.]*

4.4 *[In each instance where the word "Board" or "Association" occurs, amend to "Boards" or "Associations".]*

4.5 *[In each instance where the word "Board" or "Association" occurs, amend to "Boards" or "Associations".]*

4.7 *[In each instance where the word "Board" or "Association" occurs, amend to "Boards" or "Associations".]*

4.9 *[In each instance where the word "Board" or "Association" occurs, amend to "Boards" or "Associations".]*

4.10 *[In each instance where the words "Board" or "Association" occurs, amend to "Boards" or "Associations".]*

4. Section 13.0, Park Maintenance, subsection 13.1 shall be amended as follows:

13.1 All parks and open space are dedicated for public use and owned by the Associations. In the event of the dissolution or bankruptcy of either Association, the parks and open space shall, by Grant Deed, be conveyed to the Town of Manhattan. Maintenance of all parks and common areas, including sprinkler systems utilized to irrigate these spaces as required by the Town of Manhattan, shall be the responsibility of the Associations.

5. Section 15.0, Fire Precautions, subsection 15.1 shall be amended as follows:

15.1 *[In each instance where the word "Association" occurs, amend to "Associations".]*

6. Section 22.0, Road and Utilities Access to Centennial Village, subsection 22.1 shall be amended as follows:

22.1 *[In each instance where the word "POA" occurs, amend to "Associations".]*

7. Section 23.0, Utility Easement, subsection 23.1 shall be amended as follows:

23.1 *[In each instance where the word "POA" occurs, amend to "respective Association".]*

8. Section 33.0, Enforcement and Action, subsections 33.1, 33.2, 33.3, and 33.5 shall be amended as follows:

33.1 *[In each instance where the word "Association" occurs, amend to "Associations".]*

33.2 *[In each instance where the word "POA" occurs, amend to "Associations".]*

33.3 *[In each instance where the word "POA" occurs, amend to "Associations".]*

33.5 *[In each instance where the word "Association" occurs, amend to "Associations".]*

9. Section 37.0, Administration, Management and Regulation, subsections 37.1 and 37.2 shall be amended as follows:

37.1 *[Delete title of subsection.]* Declarant established the **Centennial Village Property Owners' Association**, which is incorporated as a non-profit corporation under the laws of the State of Montana. By amendment, properly voted, the **Centennial Village Property Owners' Association** governs Phase I, Block 23, Lots 9-15, Open Space, and Phase II commercial and residential. By amendment, properly voted, the **Centennial Village HOA Residential 1-32 Association**, which shall be incorporated as a non-profit corporation under the laws of the State of Montana, governs Phase I, Block 22, Lots 1-32. The Associations are and shall be constituted, shall conduct respective business, and shall have the authority and responsibility as provided herein, as amended, and in the Articles of Incorporation and Bylaws of said corporation. Upon acquiring an ownership interest, each lot owner shall be responsible for notifying the respective Association of his/her acquisition of ownership, and registering with the respective Association his/her current mailing address. Thereafter, each owner shall promptly notify the respective Association, in writing, of any change. All notices, demands and other communications to any owner shall be sufficient if personally served or if delivered by postage prepaid U.S. Mail, certified, return receipt requested, addressed to the owner of the lot at the last known mailing address registered with the respective Association. Each owner shall be bound by the Bylaws of the respective Association and duly passed resolutions, rules and regulations of the respective Association.

37.2 ARCHITECTURAL REVIEW COMMITTEE – Declarant hereby establishes an Architectural Review Committee (ARC) for Centennial Village.

The initial ARC shall consist of three (3) members appointed by the Declarant, Farmall, LLC, until such time as 90% of the total number of lots in Centennial Village have been sold to third parties. Thereafter, the ARC shall consist of not less than three (3), nor more than five (5) members appointed by the Board of Directors of the respective Associations.

The ARC shall have the authority to adopt and revise design guidelines and construction and site planning regulations, not inconsistent with these Covenants, as shall be reasonable and necessary to exercise its authority and its duties as set forth in these covenants. Such Design Guidelines (DG) shall be set forth in a separate document entitled "Design Guidelines for Pioneer Crossing and Centennial Village." The DG are incorporated herein by this reference and shall be enforceable as if stated in full herein. Because the building industry is continually developing new methods of construction and better materials, Declarant expects the DG may change and improve over time. Accordingly, the DG shall not be recorded with the Clerk and Recorder of Gallatin County, Montana. It shall be the obligation of each property owner to obtain a copy of the current DG, which shall be available upon request from the Associations.

*[The remainder of this subsection shall remain as is.]*

Except as herein amended and/or corrected, the Declaration of Protective Covenants, Conditions, and Restrictions, and Owner's Association Guidelines for Centennial Village shall remain in full force and effect and are incorporated herein by reference.



EXHIBIT A

AFFIDAVIT OF DECLARANT

STATE OF MONTANA )  
 ) ss.  
County of Gallatin )

Kenneth M. Vidar, President of Meken Equity Management, Inc., Manager of FARMALL, LLC, the Declarant for Centennial Village, being first duly sworn upon oath, states as follows:

1. That the Declarant wishes to amend the Declaration of Protective Covenants, Conditions, and Restrictions, and Owner's Association Guidelines for Centennial Village in order to separate the Phase I residential lots' operations from the rest of Centennial Village.

2. That pursuant to Section 35.0, Amendment, of the Declaration of Protective Covenants, Conditions and Restrictions, and Owner's Association Guidelines for Centennial Village, the amendment to separate the Phase I residential lots' operations from the rest of Centennial Village has been voted on by mail by the lot owners of Centennial Village, and 75% of the lot owners have voted in favor of the amendment. Copies of the Ballots are in the files held by the Owner's Association for Centennial Village.

Further your affiant saith not.

DECLARANT:

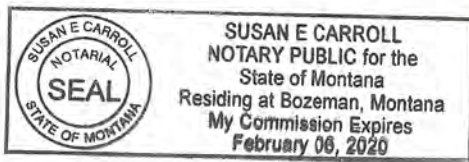
FARMALL, LLC

By: Meken Equity Management, Inc., Manager

By: Kenneth M. Vidar  
Kenneth M. Vidar, President

Dated: May 22, 2017

SUBSCRIBED AND SWORN TO before me this 22<sup>nd</sup> day of May, 2017, by Kenneth M. Vidar, President of Meken Equity Management, Inc., Manager of FARMALL, LLC, Declarant.



Susan E. Carroll  
Notary Public for the State of Montana  
Printed Name: Susan E. Carroll