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AmeriMont, Inc.
P.O. Box 990
Manhattan, MT 59741



STATE OF MONTANA COUNTY OF SILVER BOW Page: 1 of 3
DOCUMENT: 710270 DECLARATION OF COVENANTS
RECORDED: 12/30/2020 1:32 PM
Sally J. Hollis, CLERK AND RECORDER
Fee \$21.00 By Dan Walsh her Deputy

FLINT CREEK RANCH CLUSTER DEVELOPMENT SUBDIVISION, PHASES I, II, AND III

NOTICE OF TURN-OVER DATE

THIS NOTICE OF TURN-OVER DATE (this “*Notice*”) is made and effective as of the 15th day of December, 2020, by AmeriMont, Inc., with a mailing address of P.O. Box 990, Manhattan, MT 59741 (“*AmeriMont*”), with respect to and affecting all owners of real property located in the subdivision commonly referred to as the “*Flint Creek Ranch*”, located in Butte-Silver Bow County, Montana, and more particularly described as:

Flint Creek Ranch Cluster Development Subdivision, Phases I, II, and III, located in portions of Sections 35 and 36, Township 4 North, Range 9 West, and in portions of Sections 1, 2, 3, 10 and 11, Township 3 North, Range 9 West, P.M.M., Butte-Silver Bow County, Montana, according to the official plats thereof on file and of record in the office of the Clerk and Recorder of Butte-Silver Bow County, Montana (Plat References: 265-B, 270-B, 273-B, and 287-B).

RECITALS

- A. AmeriMont is the Declarant/Developer as those terms are defined in that certain Declaration of Covenants, Conditions and Restrictions for the Flint Creek Cluster, dated November 9, 2005 and recorded on November 15, 2005 as **Document No. 598682**; as amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Flint Creek Ranch Cluster, dated March 8, 2007 and recorded on March 12, 2007 as **Document No. 610679**, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Flint Creek Ranch Cluster, dated September 19, 2007 and recorded on September 24, 2007 as **Document No. 615899**, the First Amended Declaration of Covenants, Conditions and Restrictions for the Flint Creek Ranch Cluster, dated May 28, 2008 and recorded on June 5, 2008, as **Document No. 621959 (Roll 319, Card 259)**, and the First Amendment to the First Amended Declaration of Covenants, Conditions and Restrictions for the Flint Creek Ranch Cluster, dated October 6, 2019 and recorded on November 15, 2019, as **Document No. 701883** (collectively, the “*Covenants*”); and
- B. The use and occupation of the Flint Creek Ranch is governed by the Covenants; and
- C. The Covenants provide, among other things, for the establishment and maintenance of a homeowners’ association (“*HOA*”) to enforce the Covenants and perform other duties for the benefit of property owners in the Flint Creek Ranch; and
- D. The Covenants provide that AmeriMont, as the Developer and Declarant, shall function as the HOA until such date (the “*Turn-Over Date*”) as AmeriMont elects, in its discretion, to turn the operation and management of the HOA over to a Board of Directors; and
- E. The Covenants provide that AmeriMont, as the Developer and Declarant, may assign all or any portion of its rights under the Covenants; and
- F. Pursuant to that certain HOA Management Agreement, dated July 7, 2020 (the “*Management Agreement*”), entered into by and between AmeriMont and Michael Markarian (“*Markarian*”), AmeriMont conditionally assigned and transferred

certain rights and responsibilities with respect to the operation and control of the HOA to Markarian, including the right to appoint an advisory Board of Directors of the HOA; and

- G. Effective as of July 7, 2020, Markarian assumed operation and control of the HOA and appointed an advisory Board of Directors; and
- H. AmeriMont has now elected, and Markarian has agreed, to transfer the full operation, management, and control of the HOA to a Board of Directors and hereby notifies all Parcel Owners of the Flint Creek Ranch of the Declarant's designation of the Turn-Over Date and its transfer of AmeriMont's rights and responsibilities to operate and control the HOA to the HOA Board of Directors.

NOW, THEREFORE, in consideration of the foregoing Recitals, AmeriMont, in its capacity as the Declarant under the Covenants, hereby notifies all Parcel Owners of the Flint Creek Ranch as follows:

1. **TURN-OVER DATE.** AmeriMont hereby designates the Turn-Over Date as December 15, 2020, and all references to the "turn-over date" in the Covenants shall refer to such date. Following the Turn Over Date, the HOA shall be controlled by a Board of Directors in accordance with the terms of the Covenants.
2. **HOA MANAGEMENT.**
 - a. Pursuant to Section 1.5 of the Covenants, following the Turn-Over Date, the HOA shall have an annual meeting on the first Saturday of February each year, or on such other date properly announced by the HOA Board of Directors.
 - b. Until such time as the HOA shall hold its first annual meeting and, among other things, elect a new Board of Directors, the advisory Board of Directors appointed by Markarian shall continue to operate and manage the HOA, including, without limitation, performing all oversight, maintenance, construction, improvement, and/or preservation of all roads and common areas in the Flint Creek Ranch; collecting all HOA dues and assessments; investigating and resolving any complaints made by Parcel Owners in the Flint Creek Ranch; and causing an annual meeting of the HOA to be held for the election of board members and conduct of other HOA business.
 - c. Pursuant to Section 4.2 of the Covenants, the Board of Directors shall establish an Architectural Review Committee ("ARC"), which ARC shall be responsible for reviewing and approving all building and landscaping plans for improvements proposed to be constructed or placed on any parcel in the Flint Creek Ranch.
3. **TRANSFER OF HOA FUNDS.** On or about the Turn-Over Date, AmeriMont will transfer all HOA funds to Markarian to be managed and overseen by the Board of Directors. By his signature below, Markarian acknowledges, on behalf of the HOA, receipt of such HOA funds from AmeriMont.
4. **NOTICES; LIABILITY.** Until the HOA Board of Directors directs otherwise, all dues, assessments, and other payments, requests for construction or other approvals, questions, concerns, correspondence, and other matters relating to a Parcel Owner's status as a Flint Creek Ranch homeowner and/or member of the HOA shall be directed to Wexfield, LLC, a company operated and managed by Markarian, at the following address: 2017 Harrison Ave. PMB #169, Butte, MT 59701. Pursuant to the Management Agreement, Markarian has agreed to assume all liability and responsibility for matters relating to the operation and management of the HOA on and following July 7, 2020. On and following the Turn-Over Date, the HOA Board of Directors shall assume all liability and responsibility for matters relating to the operation and management of the HOA.

AMERIMONT, INC.

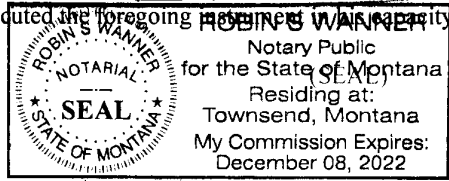
By: 
 Thomas Langel, President

ACCEPTED AND AGREED TO BY:


 Michael Markarian

STATE OF MONTANA)
 : ss.
COUNTY OF GALLATIN)

On this 16 day of December, 2020, before me personally appeared Thomas Langel and acknowledged to me that he executed the foregoing instrument as President of AmeriMont, Inc.

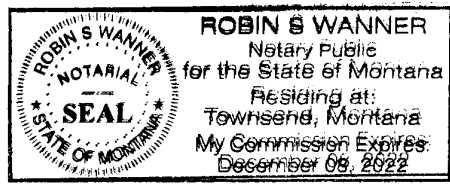


Robin S. Wanner
Notary Public for the State of Montana

STATE OF MONTANA)
 : ss.
COUNTY OF GALLATIN)

On this 16 day of December, 2020, before me personally appeared Michael Markarian and acknowledged to me that he executed the foregoing instrument.

(SEAL)



Robin S. Wanner
Notary Public for the State of Montana