



Deputy

After recording return to:

William K. VanCanagan, Esq.  
Datsopoulos, MacDonald & Lind, P.C.  
201 W. Main Street, Suite 201  
Missoula, MT 59802  
Phone: (406) 728-0810



**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR FOREST HILLS  
RAVALLI COUNTY, MONTANA**

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST HILLS RAVALLI COUNTY, MONTANA (the “**Second Amendment**”) is made and entered into this 30<sup>th</sup> day of September, 2020 (the “**Effective Date**”) by the Declarant as set forth below.

**RECITALS**

**WHEREAS**, on or about the 27<sup>th</sup> day of November, 2018, THE EDINGER FAMILY LIMITED PARTNERSHIP, a Montana limited partnership, as the Declarant made and executed the Declaration of Protective Covenants, Conditions and Restrictions for Forest Hills Ravalli County, Montana (hereinafter the “Declaration”) which were recorded on November 29, 2018 as Document No. 726663 in the records of the Ravalli County Clerk and Recorder;

**WHEREAS**, on or about the 13<sup>th</sup> day of March, 2020, THE EDINGER FAMILY LIMITED PARTNERSHIP, a Montana limited partnership, as the Declarant made and executed the First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Forest Hills Ravalli County, Montana (hereinafter the “Declaration”) which were recorded on March 16, 2020 as Document No. 741579 in the records of the Ravalli County Clerk and Recorder;

**WHEREAS**, all definitions set forth in the Declaration and First Amendment, apart from those exceptions set forth below, shall have the same meaning in this Second Amendment;

**WHEREAS**, pursuant to Section 9.1 of the Declaration, Declarant reserves the sole right to amend and modify this Declaration; and

**WHEREAS**, the Declarant desires to record this Second Amendment to the Declaration for purposes of amending the Forest Hills Homeowners Association’s rights and obligations regarding to Article 3 Use Restrictions Section 3.3 Animals.

**NOW, THEREFORE,** the Declarant records this Second Amendment to the Declaration for the purposes set forth above and as follows:

**FIRST:** Section 3.3, entitled "Animals" is hereby amended and restated as follows:

Section 3.3. Animals. Owners of five (5) acre Lots shall be entitled to keep within the residence no more than three (3) household pets and outside the residence no more than five (5) domestic animals for a maximum of eight (8) animals in the aggregate. Owners of ten (10) acre Lots shall be entitled to keep within the residence no more than three (3) household pets and outside the residence no more than ten (10) domestic animals for a maximum of thirteen (13) animals in the aggregate. Unless otherwise approved by the HOA, pigs, llamas, goats, sheep and roosters are prohibited. Owners may use designated trails in the Common Elements for equestrian uses, subject, however, to all other provisions of this Declaration, any rules promulgated by the Association with respect to equestrian uses, applicable wildlife management plans, and applicable law. Except as otherwise provided herein, all animals shall be kept within the Lot and shall not be permitted to roam or stray into the Common Elements or onto any other Lot. All animals shall be under the immediate control of their owner. Such animals shall not be permitted to become a nuisance or annoyance to the neighborhood nor to wildlife. All animals except horses and permitted stock as approved by the ACC must be kept indoors except when accompanied by their owner, and in any event, pets must be kept indoors (whether in a Home, stable or other enclosure approved by the ACC) between dusk and dawn. Animal waste shall be removed and disposed of periodically so as not to become obnoxious, offensive, or a nuisance. Owners of animals shall treat and care for such animals humanely so that other Owners shall not suffer or tolerate the inhumane treatment of animals.

**SECOND:** With the sole exception of the amendment set forth above and in all other respects, the Declaration of Protective Covenants, Conditions and Restriction for Forest Hills Ravalli County, Montana and this Second Amendment are hereby confirmed and ratified.

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IN WITNESS WHEREOF the Declarant has caused this Second Amendment to the Declaration to be executed as of the day and year first written above.

**DECLARANT:**

The Edinger Family Limited Partnership,  
a Montana limited partnership

By: Forest Hills Estates, LLC,  
a Montana limited liability company

Its: General Partner

By: 

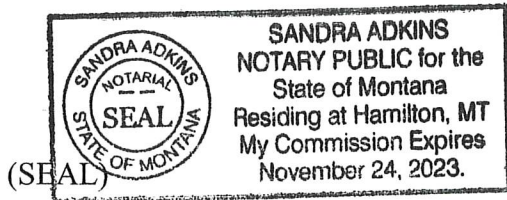
Edward D. Adkins

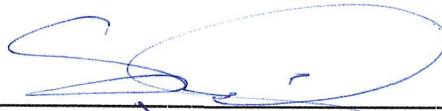
Its: Authorized Representative

STATE OF MONTANA     )  
  :SS  
COUNTY OF RAVALLI    )

Acknowledged before me this 30<sup>th</sup> day of September, 2020 by Edward D. Adkins, Authorized Representative of Forest Hills Estates, LLC, General Partner of The Edinger Family Limited Partnership, a Montana limited partnership known to me to be the person whose name is subscribed to 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 the day and year first above written.



  
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Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_, Montana  
My Commission expires: \_\_\_\_\_