



**FIRST AMENDMENT TO PROTECTIVE COVENANTS OF
4 DOT MEADOWS SUBDIVISION**

Reference is made to the PROTECTIVE COVENANTS OF 4 DOT MEADOWS SUBDIVISION, recorded March 6, 2001, as document #2031616 at the office of the Clerk and Recorder of Gallatin County, Montana (hereinafter referred to as "Covenants").

RECITALS

- 1. That the original Declarant, FOUR DOT, LLC, a Montana limited liability company, of P.O. Box 990, Manhattan, Montana, 59741, wishes to amend the Covenants to establish an easement over certain portions of 4-Dot Meadows Subdivision (hereinafter referred to as "Subdivision") for the mutual benefit and enjoyment of its Lot Owners.
- 2. That this amendment is intended to be an addition to the existing covenants, and shall not be interpreted to change or modify the existing language set forth in the Covenants.
- 3. That the original Declarant remains the Owner of more the sixty-six and two-thirds (66 2/3%) of the Lots within the Subdivision and is therefore entitled to make appropriate amendments to the Covenants.

NOW THEREFORE, the Declarant does hereby amend the Declaration as following:

- 1. Add the following Section:

ARTICLE IV, SECTION 7: ENTRANCE EASEMENT. The Declarant reserves to itself and its assigns and grants to all Lot Owners a perpetual right for the passive use and enjoyment of the Entrance Easement shown on Exhibit "A" attached hereto, and made a part hereof (hereinafter referred to as "Entrance Easement"). The Entrance Easement shall be for the location of an earth berm to enhance the appearance and character of the Subdivision and to buffer the Subdivision from the adjacent public roadways. Further, the Entrance Easement is created for the location of a linear trail to be located between the berm and U.S. Highway No. 10. The Entrance Easement is further defined as follows:

- a. **Location.** The Easement shall be located adjacent to the southwest boundaries Lots 2, 3 and 5 of 4-Dot Meadows Subdivision, the properties more particularly described as follows:

Lot 2, 3, and 5 of 4-Dot Meadows Subdivision, a tract of land situated in the W1/2NW1/4 of Section 28 and the E1/2NE1/4 of Section 29, Township 1 North, Range 4 East, P.M.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

MISC.

ALLIED LAND TITLE
108 W. BABCOCK BOZEMAN, MT 59715



Said Easement shall be thirty feet (30') in width, with said width extending northeast from southeast boundaries of Lots 2, 3 and 5 4-Dot Meadows Subdivision. The Easement shall extend the full length of the southwest boundaries Lots 2, 3 and 5 of 4-Dot Meadows Subdivision.

- b. **Purpose.** The purpose of this Easement is to provide space for the location of a berm(s) at the primary entrance 4-Dot Meadows Subdivision, along with a linear trail between said berm(s) and U.S. Highway No. 10.
- c. **Beneficiaries.** This Easement is intended to benefit the lot owners in 4-Dot Meadows and create a perpetual right for their passive use and enjoyment of the area described herein and shown on Exhibit "A" attached hereto, and made a part hereof.
- d. **Maintenance.** The designated Entrance Easement shall be controlled and maintained by the Subdivision Lot Owners or their governing association, which obligation shall include, but is not limited to, those maintenance obligations as set forth in the Covenants pertaining to designated parks and open spaces.
- e. **Duration.** This grant of easement shall be perpetual, shall run with the land, and shall bind the heirs, successors, and assigns of the parties hereto.
- f. **Lot 2 Power and Maintenance Agreement.** The owner of Lot 2 of 4-Dot Meadows Subdivision shall provide electricity to power the sprinkler system located within the Entrance Easement. In exchange, the Association shall provide maintenance services to maintain the sprinkler system on Lot 2 of 4-Dot Meadows Subdivision. If the owner of Lot 2 desires at anytime to terminate this agreement, said owner may elect to do so by providing written notice to the Association, provided, however, the owner of Lot 2 agrees to pay up to Five Thousand Dollars (\$5,000.00) towards the expense incurred by the Association to establish independent water and electrical sources for the Entrance Easement sprinkler system. The Association will present receipts related to work done under this agreement to the owner of Lot 2 for payment. Lot 2 owner agrees to make payment to the Association within ten (10) days of receiving a receipt from the Association. The Association may place a lien against Lot 2 for any amounts unpaid in accordance with Article 3, Section 5 of the Covenants.

Add the following Section:

ARTICLE IV, SECTION 8: LOT 14 DRIVEWAY EASEMENT. The Declarant reserves to itself and its assigns and grants to the owner of Lot 14 of 4-Dot Meadows Subdivision, his, her, or their heirs and assigns, a Driveway Easement, together with the full and free right for him, her, them and his, her and their tenants, servants, visitors and licensees, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of



ingress and egress from "4 Dot Lane" to the north boundary of Lot 14. Said Driveway Easement shall be located adjacent and parallel to the north boundary of Lot 14 extending the full length of said boundary. The Driveway Easement shall be twenty feet (20') wide. The use of this Driveway Easement is limited to the purpose and scope described in this section. Any use of the Driveway Easement beyond that described herein shall be a violation of these Covenants. The owner of Lot 14 assumes all responsibility for the costs of improvements to this Driveway Easement and maintaining the same. The improvements constructed on the Driveway Easement shall be subject to the review and approval of the Design Review Committee.

3. ARTICLE IV. USE RESTRICTIONS AND BUILDING DESIGN GUIDELINES, Section 2. Building Design Guidelines, G. Setbacks, shall be amended to read as follows:

No building or structure shall be erected, placed, constructed, or remodeled so as to be less than twenty-five feet (25') from the front and rear Lot lines or less than fifteen feet (15') from the side Lot lines, provided however, Lot 14 shall have a zero setback along the north boundary line for the sole purpose of constructing a driveway. Another exception being corner Lots which shall have a twenty-five foot (25') side setback from any side Lot line contiguous to a road. The placement of buildings is also subject to any setback requirements shown on the Official Plat. Under hardship conditions, the Design Review Committee may grant exceptions to these setback guidelines.

FOUR DOT, LLC

By: Thomas Langel
Its: Managing Member

STATE OF MONTANA)
) ss.
County of Gallatin)

On this 30 day of August, 2002, before me, a Notary Public for the State of Montana, personally appeared Thomas Langel, known to me to be the Member of Four Dot, LLC., the limited liability company that executed this document, and acknowledged to me that such limited liability company executed the same.

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

Notary Public for the State of Montana
Residing at: Manhattan
My commission expires: 12/02/2002



