

030919

SECOND AMENDMENT TO THE PROTECTIVE
COVENANTS OF 4 DOT MEADOWS SUBDIVISION

030919

The SECOND AMENDMENT to the Protective Covenants of 4 Dot Meadows Subdivision (hereinafter referred to as the "Second Amendment") is executed upon the date found at the conclusion of this document by FOUR DOT, LLC, who constitutes more than sixty-six and two-thirds percent (66 2/3%) of the membership in the 4 Dot Meadows Home Owner Association, Inc. (hereinafter referred to as "Association"). Reference is made to the PROTECTIVE COVENANTS OF 4 DOT MEADOWS SUBDIVISION, dated January 25, 2001, recorded March 6, 2001, as Document No. 2031616 at the office of the Clerk and Recorder of Gallatin County, Montana, and the FIRST AMENDMENT TO PROTECTIVE COVENANTS OF 4 DOT MEADOWS SUBDIVISION, dated August 30, 2002, recorded September 26, 2002, as Document No. 2082434 (hereinafter referred to collectively 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 now amend the Covenants;
2. That Article VII., Section 5 of the Covenants provides that the Covenants may be amended by the execution, acknowledgment, and recording of a written instrument signed by at least sixty-six and two-thirds percent (66 2/3%) of the member of the Association;
3. That FOUR DOT, LLC is the current holder of more than a sixty-six and two-thirds (66 2/3%) interest in the membership of the Association and is therefore entitled to make amendments to the Covenants; and
4. That if there is any inconsistency or conflict between the terms of this Second Amendment and the Covenants, the terms of this Second Amendment shall control.

NOW THEREFORE, this Second Amendment shall provide as follows:

1. The Real Property Subject to this Second Amendment and the Covenants.

The Real Property that is subject to this Second Amendment and the Covenants is described as follows:

See Exhibit "A" attached hereto and by this reference incorporated herein.

2. Amendment to the Covenants

The Covenants shall, pursuant to this Second Amendment, be modified and amended as follows:

- a. ARTICLE IV. COMMON AREAS, Section 1. Construction by Declarant of Common Area Improvements, shall be amended to read as follows:





The Declarant shall install or cause to be installed or constructed, the common element improvements required by Gallatin County and the Montana Department of Environmental Quality (DEQ) for subdivision approval as well as other amenities such as walking and riding trails and ponds, provided, however, Declarant may elect to leave the designated trail system in its natural state.

- b. ARTICLE IV. COMMON AREAS, Section 5. Parks, shall be amended to read as follows.

The designated parks and open space areas in the subdivision shall be controlled, operated and maintained by the Association. The Linear Park Trail will be available for walking, bicycling, or horse back riding. No motorized vehicles of any kind shall be permitted in the common areas or easements or on trails unless expressly permitted by these covenants. The Association will set up a use policy. Violators of said policies may be subject to a special assessment and forbidden from using the parks and subject to payment of any damages caused thereby.

WARNING: There is a drainage ditch on the west boundary (in the linear park) and there is a drainage ditch along the north boundary in the linear park adjacent to Weaver Road. These drainage ditches and any ponds that are in the development could have water in them and **could be a hazard to unattended children.**

- c. ARTICLE IV. USE RESTRICTIONS AND BUILDING DESIGN GUIDELINES, Section 2. Building Design Guidelines, F. Driveways, shall be amended to read as follows:

All driveway surfaces must: (1) be a minimum of twenty-feet (20') wide, except on Lots 41,42, 43, 77, 78, 102, 103, 104 and 105, where the driveways may be a minimum of twelve-feet (12') wide where the driveway connects to the access road and flared out to a minimum width of twenty-feet (20') where the driveway connects to the garage (the width of these flared out driveways shall steadily and consistently increase from connection with the access road to the garage); (2) be made of asphalt or concrete; and (3) extend and be connected to the pavement on the road serving as access for each Lot. This shall be submitted with the site plans and must be approved prior to installation.

- d. 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, with the following exceptions:


- (1) Lot 14 shall have a zero setback along the north boundary line for the sole purpose of constructing a driveway;
- (2) Side setbacks on Lots 41- 43, and 102-105 shall be eight feet (8') instead of fifteen feet (15'); and
- (3) 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.

e. ARTICLE IV. USE RESTRICTIONS AND BUILDING DESIGN GUIDELINES, Section 3. Site Details, H. Satellite Dishes, shall be amended to read as follows:

Satellite dishes shall be in rear or side yards if greater than twenty-four inches (24") in diameter or, if twenty-four inches (24") in diameter or less, on a roof of a building.

FOUR DOT, LLC

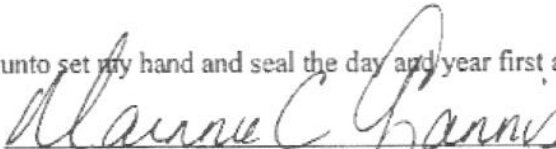

 By: Thomas Langel
 Its: Managing Member

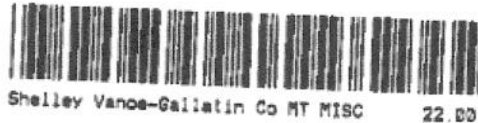
STATE OF MONTANA)
) ss.
 County of Gallatin)

On this 30th day of June, 2003, 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: _____
 My commission expires: Marnie C. Grannis
 Notary Public for the State of Montana
 Residing at Bozeman, Montana
 My Commission Expires July 08, 2003



AFFIDAVIT OF THOMAS H. LANGEL

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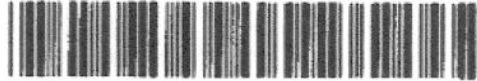
State of Montana)
)
County of Gallatin) :ss.

Thomas H. Langel, as managing member of Four Dot, LLC, a Montana limited liability company, being first duly sworn, deposes and says:

- 1. That he is an adult over the age of 18 years;
- 2. That he is the managing member of Four Dot, LLC, a Montana limited liability company, who signed and caused to be recorded the PROTECTIVE COVENANTS OF 4 DOT MEADOWS SUBDIVISION, dated January 25, 2001, recorded March 6, 2001, as Document No. 2031616 at the office of the Clerk and Recorder of Gallatin County (hereinafter referred to as "Covenants");
- 3. That the Covenants contained a typographical error on page 1 of the Covenants;
- 4. That the recital on page 1 of the originally filed Covenants stated as follows:

WHEREAS Declarant by and through these protective covenants, conditions, restrictions, and reservations herein set forth, and referred to as "Protective Covenants", hereby creates and imposes certain covenants, restrictions, limitations and regulations as to the use of the said premises, provided however, Lot 114 of the 4 Dot Meadows Subdivision (the large lot with the arena, horse show grounds, various buildings and commercial enterprises) is exempt and not bound by these covenants;
- 5. That the recital on page 1 of the Covenants referenced above incorrectly referenced Lot 114 of the 4 Dot Meadows Subdivision (the large lot with the arena, horse show grounds, various buildings and commercial enterprises); and
- 6. That the reference to a large lot with the arena, horse show grounds, various buildings and commercial enterprises in the recital on page 1 of the Covenants referenced above is Lot 115 of 4 Dot Meadows Subdivision, not Lot 114 of 4 Dot Meadows Subdivision; and
- 7. That the records of Gallatin County, Montana should reflect the correction of the typographical error referenced herein.

FURTHER AFFIANT SAYETH NOT.
DATED this 9 day of August, 2005.



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FOUR DOT, LLC

By: Thomas Langel
Its: Managing Member

STATE OF MONTANA)
 :SS.
County of Gallatin)

On this 9 day of August, 2005, 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.

Robin A. Wanner (sign)
Robin S. Wanner (print)

Notary Public for the State of Montana

Residing at: Manhattan

My commission expires: December 08, 2006

