

*When Recorded, Return to:*  
Meadowlark Ranch, Inc.  
175 N. 27<sup>th</sup> Street, Suite 900  
Billings, Montana 59101

**SECOND AMENDMENT TO THE**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**FOR**

**MEADOWLARK RANCH SUBDIVISION, PHASE 4  
AND SUBSEQUENT PHASES**

***AND THE***

**MEADOWLARK RANCH NORTH OWNERS'  
ASSOCIATION, INC.**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Meadowlark Ranch Subdivision, Phase 4 and Subsequent Phases and the Meadowlark Ranch North Owners' Association ("Second Amendment") is made and entered into on this 15<sup>th</sup> day of March, 2024 by Declarant, Meadowlark Ranch, Inc.

## RECITALS

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Meadowlark Ranch Subdivision, Phase 4 and Subsequent Phases and the Meadowlark Ranch North Owners' Association ("Declaration") were recorded in the office of the County Clerk and Recorder on February 26, 2019 as Document No. 2638728.

WHEREAS, the First Amendment to the Declaration was recorded in the office of the County Clerk and Recorder on August 1, 2023 as Document No. 2806395 to include Phase 5 and all Lots therein within the "Property" as defined by and subject to the Declaration.

WHEREAS, this Second Amendment to the Declaration applies to Phase 5, Plat of Meadowlark Ranch Subdivision, Plat Reference J-724 and Subsequent Phases.

WHEREAS, pursuant to Article XIV of the Declaration, the Declaration may be modified or otherwise amended by the Declarant during the term of the initial Board of Directors as that term is defined in the Articles, without the need or necessity of approval from lot owners.

WHEREAS, this Second Amendment does now amend and supplement the Declaration and Exhibit A thereto, and does not revoke the Declaration nor alter the terms or provisions thereof.

NOW THEREFORE, the undersigned with the full authority and power to modify and amend the Declaration hereby establishes and declares the following.

1. RECITALS. The Declarant acknowledges and agrees the foregoing Recitals are material to this Second Amendment, and for all purposes related thereto, and are hereby fully incorporated into and made a part of the Second Amendment
2. LEGAL DESCRIPTION. This Second Amendment applies to Meadowlark Ranch Subdivision, Phase 5 and Subsequent Phases, described as follows and referenced as the "Property" herein.

Plat of Meadowlark Ranch Subdivision, Phase 5, Being Lot 14, Block 7 of Meadowlark Ranch Subdivision, Phase 4, Situated in the E1/2 SE1/4 of Section 31 and the W1/2 SW1/4 of Section 32, T. 1 N., R. 5 E., P.M.M., in the City of Belgrade, Gallatin County, Montana (Plat Reference J-724).

3. AMENDMENTS. The Declaration is hereby amended as follows.

9.3. Density, Plat Restrictions, Allowable Uses, Allowable Buildable Areas, and Setbacks.

- a) Density. No more than one (1) single family dwelling unit may be built on each residential Lot, notwithstanding anything to the contrary in the Belgrade Zoning Ordinance. On residential Lots of 20,000 square feet or greater, one

attached or detached accessory dwelling unit may be allowed. On residential Lots less than 20,000 square feet, one accessory dwelling unit may be allowed which shall be attached to the primary dwelling unit or located above a detached garage of the primary single family dwelling unit. All dwelling units are buildings and Improvements subject to the approval of the BLRC and the Belgrade Zoning Ordinance to the extent not in conflict herewith.

- 1) Dwelling unit. A building used primarily for residential occupancy, providing complete, independent living facilities, including permanent provisions for living, sleeping, eating, cooking, and sanitation, and herein also referred to as a single family dwelling unit if referring to the primary dwelling unit.
  - 2) Accessory dwelling unit. A detached dwelling unit, incidental and subordinate in area, extent, and purpose to the primary single family dwelling unit, which shall have no more than two bedrooms.
- b) Allowable Uses. Each residential Lot shall be used exclusively for residential purposes, and no more than one (1) family shall occupy a dwelling unit, provided however that nothing in this subparagraph shall be deemed to prevent:

An Owner from pursuing the Owner's calling upon the Lot or dwelling unit or accessory dwelling unit, so long as Owner resides on the Lot, is self-employed, and has no employees working on such Lot or in the dwelling unit or accessory dwelling unit, and does not advertise any product, work for sale, or service to be provided to the public on such Lot or in the dwelling unit or accessory dwelling unit, subject to any applicable Zoning, or other local, state or federal regulations.

9.4 Height Limits. The maximum height for any building is thirty feet (30') measured from the average elevation of the proposed finished grade at the front of the building to the highest point of a flat roof, the deck line of a mansard roof, and the mean height between the eaves and the ridge for gable, hip, and gambrel roofs, or as provided by the City of Belgrade Zoning Ordinance, only if that Ordinance is more restrictive. Chimneys and other architectural elements may extend above the maximum roof height, provide such elements are approved by the BLRC, and the City of Belgrade if required.

9.5 Minimum and Maximum Dwelling Sizes.

b) Maximum. The maximum size of an accessory dwelling unit allowed on Lots 20,000 square feet or greater shall not exceed 1,000 square feet. The maximum size of an accessory dwelling unit on Lots less than 20,000 square feet shall not exceed 800 square feet and shall be attached to the primary dwelling unit or located above a detached garage. This Declaration expressly limits Density to no more than one (1) single family dwelling unit on each residential Lot, which restriction shall not be superseded by the Belgrade Zoning Ordinance or interpretations thereof related to accessory dwelling units and the size thereof.

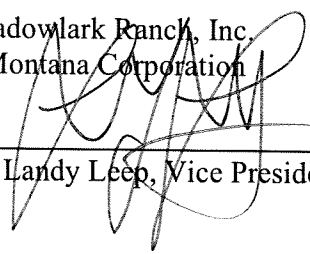
10.3 Roofs. Roof materials shall be wood or asphalt shake, tile or shingle in muted colors. No rolled roofing shall be allowed. Exposed aluminum or silver flashing around the chimneys or roof valleys shall not be allowed unless colored, textured or painted to match the roof design and color. Rain gutters are allowed, provided the rain gutters match the trim color or color of the roof. Steel galvanized gutters are not allowed. The main portion of the roof of residential structures shall have a minimum pitch of 5/12. Further, roof overhangs and gable ends must be a minimum of six inches (6") and roof fascia trim shall extend downward on the roof and be visible for at least six inches (6"). No brightly colored roofs are allowed, including white and light gray, among others. Solar arrays, solar shingles, and solar roof systems are allowed.

4. DECLARATION. The undersigned Declarant, pursuant to Article XIV of the Declaration, by this Second Amendment hereby amends and supplements the Declaration, as amended, and shall be applicable to and binding upon Meadowlark Ranch Subdivision Phase 5 and Subsequent Phases of Meadowlark Ranch Subdivision, and the Lots therein, shall run with the same, and shall inure to the benefit of the Declarant, Board of Directors, Meadowlark Ranch Subdivision Phase 5, and Subsequent Phases, the Lots therein, each Owner, and Owner's, heirs, successors, and assigns, and the Meadowlark Ranch North Owners' Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant, Meadowlark Ranch, Inc., for the Meadowlark Ranch North Owners' Association, has hereunto set the Declarant's hands this 15<sup>th</sup> day of March, 2024.

DECLARANT

Meadowlark Ranch, Inc.  
A Montana Corporation

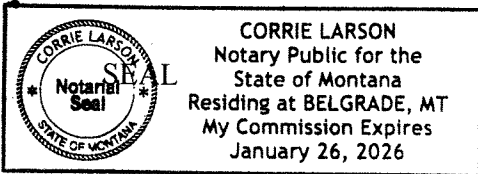
  
By: Landy Leep, Vice President

**ACKNOWLEDGMENT**

STATE OF MONTANA     )  
County of Ballatin     ):SS

On this 15 day of March, 2024, before me, a Notary Public for the State of Montana, personally appeared Landy Leep, known to me to be the Vice President of Meadowlark Ranch, Inc., a Montana Corporation, and acknowledged to me that he executed the same pursuant to the power and authority vested in him.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal as of the day and year first above written.



Corrie Larson  
\_\_\_\_\_  
Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_, 20\_\_