DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MEADOWLARK RANCH
RESIDENTIAL OWNERS ASSOCIATION

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INTRODUCTION

It is the general intent of this Document to establish the legal authority for and to list the Covenants that pertain to all the lands within the Meadowlark Ranch Subdivision, and to establish the Meadowlark Ranch Residential Owners Association, Board of Directors, and Building and Landscaping Review Committee.

The Covenants detail how the lands within the Meadowlark Ranch Subdivision are to be developed and maintained beyond the minimum requirements of the City of Belgrade Zoning Ordinance which exists at the date of the execution of this document. More specifically, the Covenants define how the single family residential homes are to be designed and landscaped, and how the Common Areas are to be used, managed and maintained through the Open Space Management Plan contained herein.

When a lot is purchased in the Meadowlark Ranch Subdivision, the owner automatically becomes a
member of the Meadowlark Ranch Residential Owners Association. The Owners Association is run by an elected Board of Directors.

It is the Board of Directors’ duty to implement, administer, and enforce all the Covenants including the maintenance and management of the Common Open Space, Trails, Roads, and to carry on the day-to-day activities of the Owners Association.

The Building and Landscape Review Committee (BLRC) will be chosen by the President of the Board of Directors. The BLRC’s duty is to, in general, approve or disapprove the home building plans and all lot improvements submitted to it by the individual owners.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND OWNERS ASSOCIATION GUIDELINES FOR
MEADOWLARK RANCH RESIDENTIAL OWNERS ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions, is made this ___ day of ___, 2016, by Meadowlark Ranch, Inc. or assigns, with its principal office in Bozeman, Montana, hereinafter referred to as "Declarant" and Owners, as defined herein, pursuant to the procedures for amendment as provided herein.

RECITALS

WHEREAS, Declarant and Owners are the owners of the following described land in City of Belgrade, Gallatin County, Montana:

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

WHEREAS, Declarant has and intends to continue sell, dispose of, divide into lots, and convey the real property above described and more specifically described in the final plat of MEADOWLARK RANCH PLANNED UNIT DEVELOPMENT, City of Belgrade, Gallatin County, Montana.

WHEREAS Declarant has previously established and recorded the Declaration of Covenants, Conditions and Restrictions applicable to this property, on file and of record with the Gallatin County Clerk and Recorder, Document No. 2299346, and as amended thereafter, and, by and with this Declaration of Covenants, Conditions and Restrictions, Declarant and Owners desire to replace and supersedes those previously recorded covenants, conditions and restrictions on said property with the following covenants, conditions and restrictions;

WHEREAS, Declarant has previously established and recorded the Declaration of Covenants, Conditions and Restrictions that are the City Required Covenants applicable to this property as required by the City of Belgrade, and Amendments thereto, on file and of record with the Gallatin County Clerk and Recorder, Document No. 2288689, and Document No. 2293868 respectively, which are not hereby superseded and replaced;

WHEREAS, Declarant has established an Association, the Meadowlark Ranch Residential Owners Association, Inc., a Montana Non-Profit Corporation, to implement, administer and enforce the Declaration of Covenants, Conditions and Restrictions;

WHEREAS, Declarant and Owners have prepared these superseded and replaced Covenants, Conditions and Restrictions, which have been reviewed and approved as required herein to amend the Covenants;

WHEREAS, all of said real property and the lots and subdivisions thereof subject to the previously established and recorded the Declaration of Covenants, Conditions and Restrictions applicable to this Parcel will now be subject to this Declaration of Covenants, Conditions and Restrictions herein set forth and referred to as "Covenants", each and all of which is and are for the benefit of said property, lots, and subdivisions and the owners thereof, and shall run with the land applying to and binding the present owners and all future owners and successors in interest.

NOW THEREFORE, Declarant and Owners do hereby establish, dedicate, publish, and impose upon the Parcel the following Declaration of Covenants, Conditions and Restrictions, which shall run with the land and shall be binding upon and be for the benefit of all persons claiming such property, their grantees, legal representatives, heirs, successors, and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the Parcel, and all Improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned, and said Covenants shall inure to and pass with each and every
parcel, tract, lot, or division. Said Covenants are as follows:

**ARTICLE I**

**DEFINITIONS**

1.1 "Owners Association" or "Association" or "Meadowlark" shall mean the Meadowlark Ranch Residential Owners Association, its successors and assigns. The Association shall be incorporated as a Montana nonprofit corporation with the residential lot owners as its members.

1.2 "Member" shall mean any person or entity owning or purchasing a lot in Meadowlark. Each lot owner shall be a member of the Association and agrees to abide by and be bound by these Covenants, and the Articles of Incorporation, Bylaws, and Resolutions of the Association, if any.

1.3 "Owner" shall mean the legal title holders, or contract purchasers, whether one or more persons or entities, owning or purchasing a fee simple title to any lot but excluding those having an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of each portion of the properties for value, owner shall mean Declarant.

1.4 "Parcel" shall mean all of the real property described and platted as Meadowlark Ranch Subdivision, according to the Certificate of Survey or according to the official subdivision plats thereof filed of record in the office of the Clerk and Recorder of Gallatin County, Montana.

1.5 "Project" shall mean the organization, division, improvement, operation and sale of property in Meadowlark.

1.6 "Property" shall mean a specific part of the Parcel which has a specific zoning designation and use, i.e., R-1 (Single Family Residential) as shown on the plat of Meadowlark Ranch Subdivision.

1.7 "Lot" shall mean the smallest subdivided unit of land for sale within the Single Family Residential portion of the Parcel as shown on the plat for Meadowlark.

1.8 "Individual Lot Site Plan" shall mean the plan of each individual Lot, which shall be maintained by the Declarant for the purposes of the BLRC review of Applications for Architectural Design, showing the perimeter lot boundaries and the locations of: 1) building setbacks; 2) all buried utilities including water, sewer, electric, and television services; 3) fencing locations and types; 4) locations of and setbacks from public sidewalks, trails, driveways and easements.

1.9 "Common Area", "Commonly-Owned Areas", "Open Space", or "Park" shall mean all of the Parcel conveyed to the Association for use by the Association and its Members and Owners in common. The specific parts of the Parcel conveyed to the Association are all the parts of the Parcel within the property which are not specifically owned by individual lot owners.

1.10 "Open Space Management Plan" shall mean the management plan for the Common Area or Open Space or Park conveyed to the Association for use by the Association and its Members and Owners in common.

1.11 "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Meadowlark Ranch Residential Owners Association, and as it may, from time to time, be amended or supplemented.

1.12 "Declarant" shall mean Meadowlark Ranch, or assigns, and shall not mean a purchaser of a Lot from the Declarant.

1.13 "Building and Landscape Review Committee" or "Committee" or "BLRC" shall mean the
Committee and its assigns appointed by the President of the Board of Directors of the Association whose function is to review and approve or disapprove plans, specifications, designs, landscaping, sites and locations of Improvements to be constructed or erected on any single family residential Lot or anywhere on the Parcel. Said functions may be outsourced to any suitably qualified consultant at the discretion of the BLRC.

1.14 "Board of Directors" or "Directors" shall mean duly and qualified members of the Board of Directors of the Association, and shall be the sole governing body of the Association.

1.15 "Developer", "Building Contractor", and "Home Builder" shall mean any person or entity buying one or more Lots from the Declarant for the purpose of building single family residences.

1.16 "Mortgage" shall mean a Trust Indenture as well as a Mortgage.

1.17 "Mortgagee" shall mean a beneficiary under, or holder of, a Trust Indenture as well as a Mortgagee under a Mortgage.

1.18 "Beneficiary" shall mean a Mortgagee under a Mortgage, as well as a Beneficiary under a Trust Indenture.

1.19 "Architect" shall mean a person holding a certificate of registration to practice architecture in the State of Montana or any State in the United States.

1.20 "Improvement(s)" shall include, but not exclusively, all buildings, outbuildings, bridges, roads, trails, pathways, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, sewer lines, springs, ponds, swimming pools, tennis courts, lagoons, storm drainage ditches, detention tanks and ponds, viaducts and electrical, gas and TV distribution facilities, hedges, windbreaks, crop plantings, natural or planted trees and shrubs, poles, signs, loading areas and all other structures, installations and landscaping of every type and kind, whether above or below the land surface.

1.21 "Capital Improvement(s)" shall mean an Improvement or two or more interdependent Improvements of a substantial nature benefitting the Association, Common Area, Park Land or Parcel as a whole which, when undertaken, may reasonably be anticipated to require a projected expenditure by the Association of a total amount greater than $10,000.00.

1.22 "Occupant" shall mean a lessee or licensee of an Owner, or any other person or entity other than an Owner in lawful possession of a Lot or Lots with the permission of the Owner.

1.23 "Record", "recording", "recorded", or "recording", shall mean, with respect to any document, the recording of said document in the office of the Clerk and Recorder of Gallatin County, Montana.

1.24 "Plat" or "Meadowlark Ranch Subdivision Plat" shall mean and refer to the Plat(s) of the Property and Improvements that are subject to this Declaration. More than one Plat or supplement thereto may be recorded, and if so, then the term "Plat" shall collectively mean and refer to all Plats and supplements thereto.

1.25 "Coved Design" or "Coving" shall mean and refer to the unique building setback lines that are required for each individual Lot.

1.26 "Master Plan" shall mean and refer to the official Planned Unit Development documents that are of Record with the City of Belgrade.

1.27 "Planned Unit Development" or "PUD" shall mean and refer to development that is occurring
under the approval of a conditional use permit approved by the City of Belgrade whereby specific uses, other than those specifically allowed in a zoning district, are allowed under certain safeguards or conditions.

1.28 "Supplemental Declaration" shall mean a declaration recorded pursuant to Section 3.2 of this Declaration.

1.29 "Manufactured Home" or "Mobile Home" shall collectively mean and refer to a factory assembled structure or structures, equipped with the service connections necessary to be used as a dwelling unit, and constructed to be readily moveable as a unit or units either on its own running gear or other system. The construction of these units is regulated by the federal Manufactured Housing Construction and Safety Standards Act as determined by the Department of Housing and Urban Development (HUD), and the units are not constructed in accordance with the standards set forth in the Uniform Building Code, or International Residential/Building Code.

1.30 "Move on Home" shall mean and refer to an existing, older home that was either partially or wholly deconstructed in order to be moved and reassembled at a new location.

1.31 "Modular Home" shall mean and refer to new dwelling unit constructed in accordance with the standards set forth in the International Residential/Building Code and bearing the insignia of the state, applicable to site-built homes, and composed of components assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation.

1.32 "Site Built Home" shall mean and refer to a dwelling unit that is constructed in accordance with the standards set forth in the International Residential/Building Code and bearing the insignia of the state and that has 85% or more of the unit constructed in the lot where construction materials are delivered and are assembled on a permanent foundation.

ARTICLE II
AUTHORITY

2.1 Authority. These guidelines shall apply to the subdivision Plats for Meadowlark Ranch Subdivision as recorded at the Gallatin County Courthouse. Declarant hereby declares that the entire Parcel, more particularly described above, is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration. All of the covenants, conditions and restrictions set forth herein are declared and agreed to be in furtherance of a general plan for the division, improvement and sale of the Parcel and are established for the purpose of enhancing, conserving, and protecting the value, desirability and attractiveness of the Parcel and every part thereof. All of the Covenants shall run with the entire Parcel for all purposes and shall be binding upon and inure to the benefit of the Declarant, the Association and all Owners, Occupants, and their successors in interest as set forth in the Declaration.

The Building and Landscape Review Committee and the Board of Directors is established under the authority of these Covenants, Conditions and Restrictions, Articles of Incorporation and By-laws of the Meadowlark Ranch Residential Owners Association, and the Montana Non-profit Corporation Act.

ARTICLE III
PLAN OF DEVELOPMENT

3.1 Property Initially Subject to Declaration. Declarant intends by this Declaration (i) to impose upon the Property mutually beneficial restrictions under a general plan of improvement and desires to provide a flexible and reasonable procedure for the overall development of the Property and (ii) to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property. Declarant hereby declares that all the Property shall be held, sold, used and conveyed subject to the easements, restrictions, conditions and covenants set
forth in this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property. Declarant further declares that this Declaration shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their successors, successors in title and assigns shall inure to the benefit of each Owner thereof, the Declaration and the Association, and, with respect to the provisions related to the Declarant, the Declaration, the Assessments and other Meadowlark Ranch obligations, the Meadowlark Ranch Common Areas, any obligations of the Association arising out of or in connection with the Declaration, shall inure to the benefit of the Meadowlark Ranch Owners Association and the Declarant. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each Person, for himself or herself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development, sale, lease and use of the Property and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assigns, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners and to the extent provided by in Article V in this Declaration by the Meadowlark Ranch Residential Owners Association. Declarant, its successors, assigns and grantees, covenant and agree that the Lots and the Membership in the Association and the other right created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed and encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

3.2 Supplemental Declaration. Declarant reserves the right, but not the obligation, to record one or more Supplemental Declarations against portions of the Property. A Supplemental Declaration may (i) designate Common Area, (ii) designate Assessment Areas, (iii) designate Services for Association Assessment Areas, (iv) impose such additional covenants, conditions and restrictions as the Declarant determines to be appropriate for the Association Assessment Area, (v) establish an Association Assessment pursuant to Article VII of this Declaration of an Association Assessment Area, and (vi) impose any additional covenants, conditions and restrictions as Declarant deems reasonably necessary and appropriate, whether or not an Association Assessment Area is established provided that the terms, covenants, conditions and restrictions set forth in such Supplemental Declaration are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplemental Declaration revoke or modify the covenants established by this Declaration.

3.3 Annexation of Additional Property.

a) At any time on or before the date that is twenty-five (25) years after the date of the Recording of this Declaration, the Declarant shall have the right to annex and subject to this Declaration all or any portion of the additional property without the consent of any Owner (other than the Owner of such additional property if other than the Declarant) or person or the Association. No portion of the additional property shall be annexed and subjected to this Declaration (i) unless subject to (or concurrently subjected to) the Declaration, and (ii) until a Plat has been recorded covering such portion of the additional property. The annexation of all or any portion of the additional property shall be effected by the Declarant recording an amendment to this Declaration setting forth the legal description of the additional property being annexed, stating that such portion of the additional property is annexed and subjected to the Declaration and describing any portion of the additional property being annexed that will be Common Area. Unless a later effective date is set forth in the amendment annexing additional property, the annexation shall become effective upon the Recording of the amendment. An amendment Recorded pursuant to this Declaration may divide the portion of the additional property being annexed into separate phases and provide for a separate effective date with respect to each phase. If an amendment annexing a portion of the additional property divides the annexed portion of the additional property into phases, the
Declarant shall have the right to amend any such amendment to change the description of the phases within the annexed property, except that the Declarant may not change any phase in which a Lot has been conveyed to the purchaser. A description of other properties which may be added to the Declaration is attached herein as Exhibit B.

b) The additional property may be annexed in separate parcels and at different times, or the additional property may never be annexed, and there are no limitations upon the order of annexation of the boundaries thereof. Additional property annexed by the Declarant pursuant to this Article III need not be contiguous with other property in the Project, and the exercise of the right of annexation as to any additional property shall not bar the further exercise of the right of annexation as to any other additional property. The Declarant makes no assurances that additional property will or will not be annexed.

3.4 Withdrawal of Property. At any time on or before the date that is twenty-five (25) years after the date this Declaration is Recorded, the Declarant shall have the right to withdraw property owned by the Declarant or an Affiliate of Declarant from the Project without the consent of any other Owner or person, except as provided in Section 3.5 of this Declaration. The withdrawal of all or any portion of the Project shall be effected by the Declarant Recording a Declaration of Withdrawal setting forth the legal description of the property being withdrawn. Upon the withdrawal of any property from the Project pursuant to this Section, such property shall no longer be subject to any of the covenants, conditions and restrictions set forth in this Declaration.

3.5 Declaration Approval Required. Notwithstanding any provision of this Article III to the contrary, no action shall be taken to annex or withdraw property or to Record a Supplemental Declaration (or any modification thereof) pursuant to this Article without the prior written approval of the Declarant, so long as the Declarant owns or holds an option to purchase any portion of Meadowlark Ranch, and thereafter without the prior written approval of the Meadowlark Ranch Residential Owners Association, which may be given or withheld by the Declarant (or, the Meadowlark Ranch Residential Owners Association, when applicable) for any reason in its sole and absolute discretion. The approval of the Declarant or, the Owners Association, as applicable, shall be evidenced on the Supplemental Declaration or other Recorded instrument effecting annexation or withdrawal or modifying a Supplemental Declaration, and any such Supplemental Declaration or other instrument Recorded without the approval of the Declarant or Owners Association, as applicable, evidenced thereon shall be void and of no force or effect.

3.6 Disclaimer of Implied Covenants. Nothing contained in this Declaration and nothing which may be represented to a purchaser by real estate brokers or salespersons representing the Declarant or an Affiliate of Declarant shall be deemed to create any implied covenants, servitudes or restrictions with respect to the use of any Property subject to this Declaration or additional property owned by Declarant or an Affiliate of Declarant.

3.7 Development Plan. Except as provided herein, with respect to approval rights reserved by Declarant or the Owners Association, the Declarant, without obtaining the consent of any other Owner, person or the Association, shall have the right to make changes or modifications to the Development Plan with respect to any Property owned by the Declarant or an Affiliate of Declarant in any way that the Declarant desires, including changing the density of all or any portion of the Property owned by the Declarant or an affiliate of Declarant or changing the nature or extent of the uses to which the property may be devoted.

3.8 Disclaimer of Representations. Declarant makes no representations or warranties whatsoever that: (i) the Project will be completed in accordance with the plans for the Project as they exist on the date this Declaration is Recorded; (ii) any Property subject to this Declaration will be committed to or developed for a particular use or for any use; or, (iii) the use of any Property subject to this Declaration will not be changed in the future.
ARTICLE IV
GENERAL COVENANTS

4.1 Owner's Right to Common Area, Trails and Roads. Every Owner shall have a right to use the Common Areas, Trails, and Roads as shown on the approved final Plat of Meadowlark Ranch Subdivision. The Owner's right to use the Common Areas, Trails, and Roads shall be appurtenant to and shall pass with the title to every Lot, subject to the following Provisions:

a) The right of the Association to provide reasonable restrictions on the use of the Commonly-Owned Areas, Trails, and Roads for the overall benefit of the Association and its members including limitations on the number of guests permitted to use the Commonly-Owned Areas and restrictions or prohibitions on the type of activity and use including, but not limited to, the use of firearms, fireworks, all motor driven vehicles, boats, loud music, and loud parties in the Commonly-Owned Areas or as otherwise specified in the Open Space Management Plan;

b) The Open Space Management Plan and any other reasonable restrictions on the use of the Common Areas, Trails, and Roads shall be enforced and implemented by the Board of Directors;

c) The right of the Association to charge reasonable fees for the disproportionate use by Owners or others of any recreational or other facility situated upon the Common Area;

d) The right of the Association to suspend the voting rights and right to use of the Commonly-Owned Areas and Trails and the recreational or other facilities of the Association by any Owner and/or Occupant for any period during which any assessment against his Lot or person remains unpaid and for any infraction of its published rules and regulations for any period the Association deems necessary; and

c) The right of the Association to dedicate or transfer all or any part of its right to the Common Area, Trails, and Roads to any public agency, authority, utility, person, corporation or other entity for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless approved by sixty seven percent (67%) of the Directors.

4.2 Nuisance. No Owner, guest or invitee may use or occupy the Commonly-Owned Areas, Trails, Roads or any Lot in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other Lot Owner in the subdivision. Violations shall be enforced as provided in Article XV of these Covenants.

4.3 Control and Management. The Association shall have the exclusive right and obligation to manage, control, and maintain all elements within the Common Areas, including but not limited to the layout, design, and installation of any Improvements in accordance with the Open Space Management Plan for the Common Area.

4.4 Delegation of Use. Any Owner may delegate, upon notification to the Association, to the members of his immediate family, or contract purchasers who reside on the property, his right of enjoyment to the Common Area, Trails, Roads, and facilities.

4.5 Reservation of Easements. The Declarant reserves the right to grant and/or dedicate an easement or easements in the streets, roads or at any other location on, over or across any Lot, Common Area, or Trail for pedestrian rights-of-way, water, sewer, natural gas, electrical, telephone, or cable TV for the installation, maintenance and repair of all such new or existing services and utilities.
4.6 **Right of Access.** The Association or its delegated representatives, or the Declarant shall have the irrevocable right to have access across a Lot or Lots to each house, dwelling or Improvement on any Lot from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair, or replacement of any Improvements thereon in accordance with Sections 8.5 and 15.2. Such right of access therefore, shall be for the purpose of ensuring compliance with the Committee approval and architectural controls in this subdivision. Except for Improvements owned by the Association or used by the Association for its benefit or that of its members, all maintenance, repairs, or replacements on any Lot or on any structure thereon belonging to any Owner shall, except as otherwise provided herein, be at the expense of the Owner thereof. A similar right of access shall also be reserved and be immediate for the making of emergency repairs therein in order to prevent property damage or personal injury. All damaged Improvements shall be restored to substantially the same condition in which they existed prior to the damage. All maintenance, repairs, and replacements of the Common area, Trails, Roads, and Improvements shall be the common expense of the Association and all of the Owners; provided, however, if such damage is caused by a negligent or tortious act of any Owner, members of his family, his Occupant, agents, employees, invitee(s), or licensee(s), then such Owner shall be responsible and liable for all such damage.

4.7 **Condition of Property.** The Owner and Occupant of any Lot shall at all times keep it and the buildings, Improvements and appurtenances thereon in a safe, clean and wholesome condition and comply, at its own expense, in all respects with all applicable governmental, health, fire and safety ordinances, regulations, requirements and directives and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such Lot.

4.8 **Maintenance of Grounds.** Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, sidewalks and other walkways, and all landscaping of his Lot. Such maintenance and repair shall include, without limitation:

a) Maintenance of all parking areas, driveways and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefore as shall, in all respects, be equal thereto in quality, appearance and durability; the removal of debris and waste material and the washing and sweeping of paved areas as required; painting and repainting of striping markers and directional signals as required;

b) Cleaning, maintenance and relamping of any external lighting fixtures and street address markers except such fixtures as may be the property of any public utility or government body;

c) Performance of all necessary maintenance of all landscaping including the trimming, watering, weed removal and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, replacement of any dead or diseased grass, ground cover, shrubs or trees, within the confines of each Owner’s lot boundaries, which includes the lot area between the front sidewalk and the edge of the street surface;

Nothing contained herein shall preclude an Owner from recovering from any person liable therefore, damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway and/or landscaping on his Lot; and

d) Unless the Owner or Occupant personally performs the maintenance required hereunder, each Owner and Occupant shall contract with the Declarant, the Association, or other contractor for performance of all landscaping maintenance required hereby.

4.9 **Remedies for Failure to Maintain and Repair:**
a) **Remedies.** If any Owner shall fail to perform the maintenance and repair required by Section 4.8, then Declarant and/or Association, after thirty (30) days prior written notice to such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and to charge the delinquent Owner with the cost of such work together with interest thereon at an annual rate equal to the maximum rate allowed under Montana law from the date of Declarant's and/or Association's advancement of funds for such work to the date of reimbursement of Declarant and/or Association by Owner. If the delinquent Owner shall fail to reimburse Declarant and/or Association for such costs and such costs shall remain unpaid for three months, Declarant and/or Association may file for and Record a claim of lien signed by Declarant and/or Association for the amount of such charge together with interest thereon. The lien created by this section shall be effective to establish a lien against the interest of the delinquent Owner in his Lot together with interest at the rate provided above on the amount of such advance from the date thereof, in addition to recording fees, costs of title search obtained in connection with such lien or the foreclosure thereof and court costs and reasonable attorney's fees which may be incurred in the enforcement of such a lien.

b) **Foreclosure of Lien.** Subject to the provisions of Article VII, such a lien, when so established against the Lot described in said claim, shall be prior or superior to any right, title, interest, lien or claim which may be or may have been acquired in or attached to the real property interests subject to the lien subsequent to the time of filing this Declaration. Such lien shall be for the benefit of Declarant and/or Association and may be enforced and foreclosed in a like manner as a real estate Mortgage is foreclosed in the State of Montana.

c) **Cure.** If a default to which a notice of claim of lien was filed is cured, Declarant and/or Association shall file or Record a rescission of such notice, upon payment by the defaulting Owner of the cost of preparing and filing or recording such rescission, and other reasonable costs, interest or fees which have been incurred.

d) **Nonexclusive Remedy.** The foregoing lien and the rights to foreclose hereunder shall be in addition to, and not in substitution for, all other rights and remedies which any party may have hereunder and by law, including any suit to recover a money judgment for unpaid assessments. If any Owner shall fail to perform such maintenance and repair and, notwithstanding such failure, Declarant and/or Association should fail to exercise its rights and remedies hereunder, then, the Association, after thirty (30) days prior written notice to delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and shall have the same rights and remedies with respect thereto as are provided herein to the Declarant and/or Association.

4.10 **Condemnation on Common Area.** If at any time, or from time to time, all or any portion of Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and deposited into either the operating fund or the development fund as the Association may, in its sole discretion, determine. No Owner shall be entitled to participate as a party, or otherwise, in any proceeding relating to such condemnation, such right or participation being herein reserved exclusively to the Association which shall, in its name alone, represent the interests of all Owners; provided, however, that the portion of any award relating to Improvements which constitute a private recreation facility shall be divided equally among the Owners who, at the time of such taking, are permitted users of such facility.

4.11 **Recreational Facilities.** The Association shall have the right to construct such recreational facilities in any portion of the common areas that may be approved by a majority vote of the members voting at any regular or special meeting called in accordance with the provisions of these covenants.
4.12 **General Maintenance.** The maintenance, alteration, replacement and/or repair of the Common Areas, including all storm drain detention basins, culverts, stormwater manholes, outfall ditches and roadside ditches, shall be the responsibility of the Association. The Association, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all and Commonly-Owned Areas. The maintenance, repair and replacement of all Improvements, including public sidewalks, on each Lot shall be the responsibility of the Owner of such Lot and not the Association, except as otherwise expressly set forth below. The City Council can cause written notice to be served demanding maintenance of the Common Areas and trails.

The maintenance of the onsite stormwater collection, detention and discharge release appurtenances shall be integrated as part of the duties of maintenance personnel responsible for normal grounds keeping. Duties shall include routine inspections to ensure that debris, yard waste, and seasonal ice does not impede operation of the detention ponds, culverts, manholes, ditches and discharge structures. These inspections shall occur after each major runoff event and on a continued monthly basis throughout the year. All results shall be recorded and kept on file for future verification by regulatory agencies. In addition to the routine inspections, annual inspections shall assess and mitigate, if necessary, performance of the detention ponds, and release structures. Criteria shall include accumulation of sediment and debris in the detention ponds, culverts, manholes and release structures as well as any weather or vandalism related damage. Detention ponds and ditches shall be mowed on a regular basis during the growing season so as to remain free of vegetation that might impede their storage capacity or conveyance capacity.

4.13 **Lawn Care and Weed Control.** Every Lot Owner shall be responsible for the care of his or her Lot including weed control. Upon completion of construction upon any Lot, all landscaping shall be installed within a reasonable length of time (not to exceed one growing season) after completion of construction. Once installed, the landscaping, including lawn, trees, shrubs, etc., shall be cared for and not allowed to deteriorate or become unsightly and detract from the neighborhood.

Both unimproved and improved Lots shall be kept free of weeds. If a Lot must be cleared of weeds and the Owner fails to do so after notice from the Association or any persons in the subdivision, the weeds may be cleared and controlled and the cost and expense associated with such weed maintenance shall be assessed against the Lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment.

Weeds shall be controlled in the Open Spaces and Common Areas by the Association in accordance with the Gallatin County Weed Management Plan.

The control of noxious weeds by the Association on those areas for which the Association is responsible and the control by individual Owners on their respective Lots shall be as set forth and specified under the Montana Noxious Weed Control Act, §87-22-2101, et. seq., MCA and the rules and regulation of the Gallatin County Weed Control District Subdivision Noxious Weed Planning Requirements as the same exist from time to time.

4.14 **Lot Splitting; Consolidation.**

a) Two or more contiguous Lots within Meadowlark may be combined, provided notice of intention to consolidate such Lots is filed with the BLRC and the requirements of (b) and (c) below are met. Such consolidated lots may thereafter be treated as one building site, and such site may be subjected to these restrictions the same as a single Lot except for the purpose of levying and collecting assessments which will be for two lots.

b) No residential Lot within Meadowlark shall be split or divided or subdivided, unless such Lot as split is then consolidated with a contiguous lot, and unless the resulting area to be built upon shall be larger than one Lot.
4.15 Public Utilities. Declarant and/or Association reserve the right to grant consents for the construction and operation of public utilities including, but not limited to lines for electricity, telephone or telegraph, above or below ground conduits, and gas pipes in and upon any and all streets now existing or hereafter established upon which any portion of the Property may now or hereafter front or abut. Declarant and/or Association reserve the right to grant consents and to petition the proper authorities for any and all street improvements such as grading, seeding, tree planting, sidewalks, paving, sewer and water installation, whether it be on the surface or subsurface, which in the opinion of Declarant and/or Association are necessary on or to the Property. Notwithstanding the provisions of Section 4.16, Declarant and/or Association reserve the right to approve above ground utility lines across the Property or any portion thereof on a temporary basis for the purpose of construction, and such lines shall be permitted when required by a government agency. The BLRC shall approve the designs and construction of all public utility Improvements within Meadowlark.

4.16 Utility Lines and Antennas. No sewer, drainage, or utility lines or wires or other devices for the transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Property other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures. No antenna for the transmission or reception of telephone; television, microwave or radio signals shall be placed on any Lot within the Property without the prior written approval of Declarant and/or Association. Ham radio type antennae are specifically prohibited. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incident to the construction or repair of buildings on the Property.

4.17 Waterways. The Owner or Occupant of any Lot shall at all times conduct his or her use and activities in a manner that will preserve the integrity of waterways (including all wetlands, ponds, ditches, drainages, or any other natural feature associated with the conveyance or storage of water) within the Common Areas, including the prevention of: 1) any degradation of water quality; 2) any reduction or increase in the flow of said waterways; and, 3) any damage to the stream bed or banks of said waterways. The Owner or Occupant of any Lot shall not conduct or permit the conduct of the following activities:

a) The discharge of any liquid, solid, or gas into waterways;

b) The use of any fertilizers or herbicides other than those specifically approved by Declarant; or the polluting of waterways; or

c) Any refuse encouraging activities.

4.18 Domestic Pets. No domestic animals or fowl shall be maintained on any Lot except as provided in these Guidelines. No more than two dogs and two cats may be maintained, provided, however, that such animals shall at all times be restrained or leashed and provided further that subject to the provisions of the Open Space Management Plan, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Under no circumstances shall domestic animals be allowed within any wetland areas or waterways (including all ponds, ditches, drainages, or any other natural feature associated with the conveyance or storage of water). If any animals are caught or identified as being within any wetland areas or waterways, or chasing or otherwise harassing wildlife or people, the Association shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the owner of such animal or animals of not more than fifty dollars ($50.00) plus all costs of impoundment on such first occasion. If any such animal or animals are caught or identified as being within any wetland areas or waterways, or chasing or harassing wildlife or people
on a second occasion, the Association shall have the authority to have such animal or animals impounded or banished from the property. The Association may assess a penalty of not more than one hundred dollars ($100.00) per animal, plus costs of impoundment on such second occasion. No Owner of any animal or animals impounded, banished or destroyed for chasing or harassing wildlife or people shall have the right of action against the Association or any member thereof, for the impoundment, banishment or destruction of any such animal or animals. Extended pet kennels are allowed but are subject to the City kennel license requirements.

4.19 Assignment of Powers. Any and all of the rights and powers vested in Declarant pursuant to the Meadowlark Covenants may be delegated, transferred, assigned, conveyed or released by Declarants to the Association, and the Association shall accept the same, effective upon the recording by the Declarants of a notice of such delegation, transfer, assignment, conveyance or release.

4.20 Variances. The BLRC may allow reasonable variances and adjustments of the foregoing Covenants in order to overcome practical difficulties and prevent unnecessary hardships in the application of the Covenants contained herein, or to grant variances in regard to the requirements contained herein, or to grant variances in regard to the requirements contained in Article XIV, for the purpose of enhancing views, utilizing a Lot to better advantage, preventing the removal of trees, and enhancing the placement of Improvements on the property, provided this may be done in conformity with the intent and purpose thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or Improvements in the neighborhood. Notwithstanding the foregoing provision, no variance shall be allowed which has the effect of creating additional lots.

4.21 Mosquito Abatement Plan. Mosquitoes may be present at the Subdivision due to its proximity to wetlands and stream corridors. A Mosquito Abatement Plan is in place and is included herein as Exhibit "C". The Homeowners Association is the responsible party for ensuring that the Mosquito Abatement Plan is enforced.

ARTICLE V
MEADOWLARK RANCH RESIDENTIAL OWNERS ASSOCIATION

5.1 Creation. The Association shall be created as empowered pursuant to the Articles and Bylaws prior to the conveyance of any lots, until such time Declarant shall have all the authority vested in the Association.

5.2 Purpose of Association. The Association has been formed as a non-profit corporation in accordance with Chapter 2 of Title 35, Montana Code Annotated for the purpose of enforcing these covenants and operating the Association for the benefit of all members therein.

5.3 Bylaws of and for Association. The Bylaws of and for Meadowlark Ranch Residential Owners Association establish membership in and the duties, powers, operations, and rights of the Association and the members therein. The Association shall be governed by and empowered to act in accordance with the Bylaws.

5.4 Membership in Association. Every person, group of persons, partnership, corporation, or association who is a fee owner of real property within the boundaries of the area described as Meadowlark on file and of Record in the office of the County Clerk and Recorder of Gallatin County, Montana, shall be a member of the Association. By this provision, each tract as shown on the Plat and amendments thereto shall entitle the Owner of one membership interest in the Association.

Multiple Owners of a single parcel of real property would have collectively one such membership or voting interest. If more than one tract is owned, the Owner or Owners thereof would have one membership or voting interest for each separate parcel of real property.

Membership interest shall run with the land so that said interest is an incident to ownership beginning when
ownership rights are acquired and terminating when such rights are divested. Accordingly, no member shall be expelled, nor shall he be permitted to withdraw or resign while possessing a membership interest.

5.5 Voting Rights. The Association shall have one class of voting membership. The members shall be all Owners with the exception of the Declarants. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VI
DIRECTORS’ MEMBERSHIP AND VOTING RIGHTS

6.1 Membership. The Board of Directors shall be five (5), three (3) of which shall be Owners of residential property within Meadowlark. The initial Board shall be at least three (3) persons until construction and development is complete at which time the Board shall be increased to five (5) members. Three (3) of the five (5) Directors shall be residents of Gallatin County, Montana.

Until December 31, 2012, or until 75% of the lots have been sold and title transferred to Owners, whichever occurs first, the Declarant reserves the right to appoint and remove all members of the Board and to exercise the powers and responsibilities otherwise assigned by the Declaration of the Association. By express written declaration, Declarant shall have the option to at any time turn over to the Association the total responsibility for electing and removing members of the Board.

Members of the Board and their officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

(1) shall not be liable to the Owners as a result of their activities as such for any mistake of judgement, negligence or otherwise, except for their own willful misconduct or bad faith;

(2) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;

(3) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;

(4) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

6.2 Notice and Quorum For Any Authorized Action. All Director meetings shall require the presence of Directors entitled to cast a minimum of fifty percent (55%) of all votes of the Directors. The presence of Director(s) entitled to cast fifty five percent (55%) of all votes of the Directors shall constitute a quorum.

6.3 Meetings. There shall be a minimum of one (1) meeting per year called by the Directors at a date, time and place as shall be determined by the Directors. In addition, the President of the Directors has the right to call as many meetings as he deems necessary in order to perform all functions of the Directors in an efficient and professional manner.

6.4 Hired Officers and Contractual Agreements. The Directors shall have the authority to hire additional professional officers or other personnel which they deem necessary for the smooth, efficient, and professional functioning of the Association. They may include, but not be limited to a manager, secretary, treasurer,
accountant, and maintenance personnel. The Directors shall also have the authority to make contractual arrangements with outside entities, including but not limited to an attorney, accountant, engineer, maintenance contractors, and Developers to provide for the smooth, efficient, and professional functioning of the Association.

ARTICLE VII
ASSESSMENTS

7.1 Assessments. The Association, acting through the Board of Directors, shall have the power to levy assessments on its members.

7.2 Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: a) Regular assessments or charges; b) Special assessments;

Such assessments are to be established and collected as hereinafter provided. The regular and special assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

7.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, Meadowlark Ranch Subdivision, and the Association and for the improvement, repair, maintenance, and protection of the roads, Common Area, Common Area facilities, trails, wetland areas, park lands, conservation of the natural amenities on the Parcel, and the Parcel for the interest of the Owners therein. As such, these purposes may also include, but shall not be limited to, funding for: the payment of taxes; the purchase of insurance for the Common Area and risks involving the Association or its Directors; maintenance (including snow removal) of roads, parking areas, utilities, streams, creeks, storm water drainage ditches and detention tanks, ponds, trails, bridges and other Improvements or easements owned by the Association or used by the Owners in common; the establishment, maintenance and protection of pastures, lands, crops, streams, creeks, storm water drainage ditches and detention tanks, ponds, lagoons, timber, wildlife and animals within the Parcel; the planting, cultivating, mowing, maintenance, harvesting and cutting of fields, grass, weeds or lands within the Parcel; the construction, maintenance and repair of all Improvements, including buildings, structures, ponds, trails, bridges, lagoons, storm water drainage ditches and detention tanks, utilities, recreational facilities owned by the Association and constructed on the Common Area or elsewhere for the benefit of the Association; and the cost of labor, equipment, services, materials, management, protection and supervision of the assets and interests of the Association.

7.4 Annual Assessments. Annual assessment shall be determined by the Directors in an amount estimated to cover the normal operating expenses of the Association for each year as determined in conformity with standard accounting practices, together with such additional amounts as may, in their reasonable judgment, be necessary to cover any past deficits from operations of the Association. Annual assessments shall be apportioned among the individual Lot Owners equally regardless of home size, lot size, proximity to the Common Area, percentage of street use, or any other variables which may be deemed more or less favorable to an individual home.

7.5 Special Assessments. In addition to an annual assessment to cover the Association's operating expenses, the Association, by an action of its Board, may levy, in any assessment year, one or more special assessments for the purpose of reserving or paying for, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of a Capital Improvement of the Association upon the Common Area or Park Land including fixtures and personal property related thereto, and for such other purposes or projects benefiting the Association and its interests provided that any such assessment shall have the assent of simple majority of the votes of the Directors at a meeting called for this purpose. Nothing stated herein shall restrict the
right of the Association to provide for the repayment of the special assessment, and upon terms and conditions it
dees appropriate, including the collection of interest on the deferred balance.

7.6 Notice and Quorum for Any Action Authorized in Section 7.3. Written notice of any meeting
called for the purpose of taking any action authorized under Section 7.3 of Article VII shall be sent to all Directors
not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called,
the presence of Directors entitled to cast fifty percent (50%) of all the votes of the Directors shall constitute a
quorum. If the required quorum is not present, another meeting may be called subject to the same notice
requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the
preceding meeting. No such subsequent meeting shall be held sooner than fifteen (15) days following the preceding
meeting.

7.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed in equal
amounts for all parcels and may be collected on a monthly or a quarterly basis; provided, however, when in the
judgement of the Directors, a Capital Improvement is of a nature that uniquely restores damages or provides value
only to certain individual Lot Owners then, to the extent determined by the Directors that such Improvements are not
beneficial to the Association as a whole or to the Owners of Lots in general, such portion of costs which solely
contribute to those certain individual Lots may be prorated, scheduled and assessed among only those Owners of
Lots affected.

7.8 Date of Commencement of Annual Assessments; Due Dates. The regular assessments shall be
assessed on a quarterly calendar basis. The first quarterly assessment shall be adjusted according to the number of
months remaining in the calendar year. The Directors shall fix the amount of the quarterly assessment against each
Lot at least thirty (30) days in advance of each annual period. Written notice of the quarterly assessment shall be
sent to every Owner subject thereto. The due dates shall be established by the Directors. The Directors shall, upon
demand, and for a reasonable charge, furnish a certificate signed by an officer of the Directors setting forth whether
the assessments on a specific Lot have been paid.

7.9 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid
within thirty (30) days after the due date shall be subject to a late charge and interest at the highest rate allowable by
law. The Association may record a notice of lien against the property and bring an action at law against the Owner
personally obligated to pay the same, or foreclose the lien against the property in the same manner as a Mortgage on
real property, and the Association shall be entitled in any such actions or foreclosure proceedings to recover its costs,
expenses and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments
provided for herein by non use of the Common Area or abandonment of his Lot.

7.10 Subordination of Lien to First Mortgage. The lien of the assessments provided for herein shall not
be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien,
whether such lien arises prior to such sale or transfer, or thereafter becomes due.

7.11 Declarant Assessments. For the purpose of assessments, any Property owned by the Declarant
shall be subject to the same assessments and provisions of these Articles of any other Owner.

ARTICLE VIII
ARCHITECTURAL CONTROL

8.1 Intent. The architectural and design Covenants and guidelines which follow are intended to clarify
the intention for the design of buildings and Improvements for this Project. Specifically, these guidelines set forth
design criteria which address the building design and location, landscaping, lot density, and other Improvements.
The intent of these guidelines is to allow as much flexibility as possible while at the same time define a minimum
level of quality and consistency of building design which will be consistent with and maximize the quality of the
overall Project. The unique design elements of the Developer, Building Contractor, Architect, Home Builder, and Owners for both the landscaping and the buildings will be respected, and individual expression is encouraged, provided they are harmonious with the overall plan of the Project. The Project is a “coved” design that requires unique building setback lines for each Lot which further enhances the overall development by ensuring that each home is sited on the Lot in a way that maximizes space and view sheds.

Except insofar as its duties may be extended with respect to a particular area by the Association, the Committee shall review and approve or disapprove all plans and specifications submitted to it for any proposed improvement or landscape development.

No construction or alteration of any improvement or any work affecting the external appearance of any improvement shall be made, erected, altered, placed or permitted to remain upon the Lot until a site plan, floor plans, building elevations, exterior details, specifications and landscaping showing the design, location, material(s), and color(s) together with the name of the contractor shall have been submitted to and such site plan and specifications are approved in writing by the Committee.

8.2 Membership of Building and Landscape Review Committee. The Committee shall consist of three (3) members appointed by the Directors. It is also suggested that at least one of the members of the Committee have professional qualifications in the area of architecture or landscape architecture.

8.3 Standards for Review. It shall be the applicant’s responsibility to ensure that all proposed construction shall comply with the Uniform Building Code, National Plumbing Code and the National Electrical Code, and the BLRC Design Guidelines. All plans must be harmonious with the overall plan for the development. All plans, materials and specifications must be suitable to the site, adjacent properties and the neighborhood. All Improvements must be compatible with the surrounding properties so as to not impair or degrade property or aesthetic values.

8.4 Approval or Disapproval by Building and Landscape Review Committee. The Committee shall approve or disapprove the location, construction, design, landscaping, and materials used for the home within fifteen (15) days. This fifteen (15) day review period shall commence upon the BLRC’s determination that all necessary submittals are complete, including the detailed site plan, floor plans, building elevations, roof plans, exterior details, project specifications, color samples, sample materials and landscaping plans. The fifteen day review period shall be adjusted accordingly if plans are submitted during any holidays. The Committee may request additional plans, project specifications, color samples, sample materials or landscaping plans. Approval / disapproval of any plan submittal shall require a majority by the Committee. Upon the Committee’s approval and prior to construction commencement, the Owner shall also secure all required permits from other agencies having jurisdiction, including Gallatin County, and the City of Belgrade. Upon securing the BLRC approval letter and the permits from Gallatin County and the City of Belgrade, the Owner may commence construction in accordance with said plan, but any deviation from said plan which, in the judgement of the Committee, is deviation of substance from either the Design Guidelines; the requirements of this Declaration; a detriment to the appearance of the structure or to the surrounding area shall be promptly corrected to conform with the submitted plan by the Owner or corrected by the Association at the Owner’s expense as provided in these Covenants.

8.5 Inspection of Work. Upon the completion of any Improvement, if the Committee finds that such work was not done in strict compliance with all approved plans and specifications submitted or required to be submitted for its prior approval, it shall notify the Owner and the Directors of such noncompliance, and shall require the Owner to remedy the same. If, upon the expiration of seven (7) days from the date of such notification, the Owner has failed to commence to remedy such noncompliance, the Directors shall determine the nature and extent of noncompliance thereof and the estimated cost of correction. The Directors shall notify the Owner in writing of the Director's estimated cost of correction or removal. The Owner shall then only have five (5) days to commence such remedy and thirty (30) days to complete such remedy. If the Owner still does not comply with the Director's ruling
within such five (5) day period, the Directors, at their option, may remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Directors shall levy an assessment and file a lien against such Owner and the Improvement in question and the land on which the same is situated for reimbursement and the same shall be enforced and/or foreclosed upon in the manner provided for by law for mortgages.

The Committee may inspect all work in progress and give notice of noncompliance as provided above.

8.6 Application for Architectural Design Review Submittal. All applications to the BLRC for Architectural Design Review shall include, at minimum, the following elements:

a) The Individual Lot Site Plan, as obtained from the BLRC, which shall be amended by the applicant so as to include the locations and dimensions of all proposed and existing building Improvements, all landscaping, driveways, fences, private and public sidewalks, and decks, all of which shall be drawn in the same scale as the original BLRC Individual Lot Site Plan;

b) Complete construction drawings - Two (2) sets shall be submitted to the Committee for approval. Each set shall include floor plans, exterior elevations of all sides, roof design, specifications and any construction details. (scale 1/4" = 1'-0");

c) Samples of all exterior materials with their respective color proposals in an adequate size to evaluate properly; and

d) A review fee will be required at the time of submission of all the design submittal documents and materials. The purpose of the design review fee shall be to defray the Association's cost of review of all proposed site plans and specifications submitted to them. The architectural design review fee, which shall be set by the Directors, shall initially be $150.00 for each residential review, and is subject to change at the Committee's discretion. Architectural designs which have been previously reviewed and approved shall be subject to a reduced review fee of $75.00. In addition to the review fee, the BLRC shall charge each applicant a mandatory fee for the front driveway lighting column, lamp fixture and address placard. Under no circumstances shall the BLRC commence application review until both the review fee and front driveway lighting fees are paid in full.

8.7 Start of Construction. Under no circumstances shall construction work be initiated without the required approvals from the BLRC, the City of Belgrade and Gallatin County. The City of Belgrade and Gallatin County are to be provided a copy of the BLRC approval letter as a prerequisite for both the City and County review. Upon completion, all building construction and landscaping must conform to both the final approved plans by the Committee, the City of Belgrade, and Gallatin County.

8.8 Vacant Lots. All vacant Lots shall be maintained by the Owner at the Owner's expense in accordance with these Covenants including mowing for fire safety and the control of noxious weeds.

8.9 Completion. Once started, all work on any Improvement on any Lot must be conducted on a continuous and diligent basis until completion, which shall not exceed 18 months, unless the construction period has been specifically extended by the BLRC.
ARTICLE IX
BUILDING AND SITE DEVELOPMENT

9.1 Intent of Design Criteria. The primary goal is to ensure that the proposed Project design, including landscaping, maintains or exceeds the general level of quality, size, appearance, and marketability as is commensurate to the higher quality residential lots and homes adjacent to it and higher quality homes in general. All initial or subsequent Improvements to the privately owned Lots shall be subject to the following architectural and landscaping requirements and guidelines. Approval by the BLRC shall be obtained prior to application to the City of Belgrade and Gallatin County for a building permit. The submittal requirements for review by the BLRC are specified herein. The BLRC shall have no power to approve any structure failing to meet, at minimum, the conditions set forth in this Declaration.

9.2 General Regulations. All lands within Meadowlark Ranch are subject to the zoning regulations of the City of Belgrade and Gallatin County, except for any variances thereto granted by either jurisdiction as shown on the Meadowlark Ranch Subdivision Plat as filed in the Gallatin County Courthouse. All such variances to the zoning requirements of the City of Belgrade and Gallatin County shall be specified on the final Plat noted above or within the body of this Declaration.

In addition to these Regulations, building design may be regulated by State and Federal regulatory agencies having jurisdiction. The Owner or his or her agent shall be responsible to ensure conformance with any applicable regulations, and should check with the City of Belgrade, Gallatin County, and the State of Montana as well as national Building Codes Division to verify that the most recently adopted edition of any applicable regulation is being used. No construction of, or alteration to any Improvements, whether temporary or permanent, including but not necessarily limited to buildings, fences, walls, earthwork, paving, vegetation, signs, or secondary structures such as utility or trash enclosure, antennas and storage tanks shall be commenced on any Lot prior to receiving the written approval of the BLRC, the City of Belgrade, and Gallatin County.

No move-on, mobile, or manufactured homes, as defined in these covenants, are allowed to be placed on any lot within the Development. Nothing in these covenants precludes an owner or developer from placing or constructing modular homes, as defined in these covenants, on the lots so long as the modular home meets all building design criteria as outlined in Articles IX and X, of these covenants.

Interior modification and/or improvements that do not alter the exterior appearance of a building, or the site improvements, shall not require the approval of the BLRC. Although an Owner is responsible to check with the City of Belgrade and all other applicable agencies to see if such interior modification and/or improvements requires their approval.

9.3 Density, Plat Restrictions, Allowable Uses, Allowable Buildable Areas and Setbacks.
   a) Density. No more than one (1) single family residence may be built on each residential Lot.

   b) Plat Restrictions. All property restrictions and conditions included on the publically recorded Meadowlark Ranch Planned Unit Development Subdivision Plat are incorporated in this Declaration by this reference.

   c) Allowable Uses. Each residential Lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such residences, provided however that nothing in this subparagraph shall be deemed to prevent:

   Any person from pursuing his or her calling upon the Lot or dwelling unit owned by or occupied by such person, if such person also used such Lot or dwelling unit for residential purposes is self-employed and has no employees working on such Lot or in such dwelling unit, and does not
advertise any product, work for sale, or service provided to the public upon such Lot or dwelling unit.

The leasing of any Lot and or Improvements from time-to-time by the Owner thereof is, subject however, to all of the restrictions as may be adopted from time-to-time by the Association.

d) Buildable Areas. All construction, other than landscaping Improvements, shall be limited to the buildable area or building envelope, as defined by the Meadowlark Ranch Planned Unit Development Subdivision Plat and the Individual Lot Site Plan.

e) Building Setbacks. The exterior perimeter walls of all houses, exterior decks, deck piers and deck foundations, patios, driveways, walkways, slabs, arbors, gazebos, garden sheds or other constructed yard elements shall not be constructed nor located outside of the building envelope as stipulated within the Meadowlark Ranch Planned Unit Development Subdivision Plat and the Individual Lot Site Plan. The Setbacks stipulated within the Meadowlark Ranch Planned Unit Development Subdivision Plat and the Individual Lot Site Plan may be modified by either the Declarant or the BLRC, only in the event that such modifications are fully compliant with all City of Belgrade zoning and Planned Unit Development Subdivision requirements.

Overhanging roof eaves may exceed any boundary of the pertinent building envelope by not more than 24" as measured horizontally from the exterior finish wall material to the outermost edge of eave or gutter. See section 10.2 (d) below.

9.4 Height Limits. The maximum building height for a building is twenty-four (24) feet measured from the average elevation of the proposed finished grade at the front of a 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 (See Belgrade Zoning Ordinance Chapter 11.02 - 13, and Chapter 11.08.060). Chimneys and other architectural elements may extend above the maximum roof height, provided that such elements are approved by the BLRC.

9.5 Minimum and Maximum Dwelling Sizes.

a) Minimum. Each Lot shall provide the minimum living space exclusive of garages, decks, porches, patios and carports of 1,200 square feet, of which, a minimum of 800 square feet shall comprise the ground floor.

b) Maximum. Maximum dwelling size shall never exceed that which is stipulated by the City of Belgrade.

9.6 Foundation Design. All building foundations shall be permanent, constructed of masonry, and according to the final site grading plan stipulated by the Individual Lot Site Plan. Due to the potential for high groundwater tables in the area of the subdivision, structures with full or partial basements should not be constructed without first consulting a professional engineer licensed in the State of Montana.
ARTICLE X
BUILDING GUIDELINES

10.1 Intent. The intent of the following Building Guidelines is to provide for a degree of continuity throughout Meadowlark while allowing personal taste in choice of housing style. Furthermore, the intent is to establish minimum standards and theme direction to ensure that the type of housing constructed is comparable to and blends with the eclectic styles of housing found in the area.

10.2 Exterior Siding. The exterior siding of the structure shall consist of wood, wood look-alikes or wood products, brick, stone, stucco, vinyl or other manufactured exterior good quality materials. However, no sheet or panel metal siding nor cement block siding is allowed. No plywood sheet siding is allowed unless specifically approved as part of an accent.

10.3 Roofs of Structures. The roofs shall be covered with shakes, tiles or shingles which may be wood or asphalt, and 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 same are colored to match the trim or color of the roof. Steel galvanized gutters are not allowed. The main portion of the roof shall have a minimum pitch of 6/12. Further, all structures shall be constructed so that the roof overhang and gable end are a minimum of 6 inches. No bright colored roofs will be allowed such as white or light gray.

10.4 Foundation of Structures. All foundations for living structures constructed on the real property which is the subject of this Declaration shall be permanent and made of masonry. No wooden foundations are allowed.

10.5 Colors of Structures. The exterior colors of the structures shall be earth tones, pastels, white or wood colors. No bright or shiny colors on exterior siding shall be allowed. For example, bright oranges, royal blues, pinks, purples and like bright colors are not allowed. “Craftsman” colors such as darker reds and greens are encouraged, however all colors are to be compatible with the balance of the neighborhood. Trim colors shall contrast appropriately with the main body color of the home. Use of wood shingles, stone and other architectural materials to contrast the main body are encouraged.

10.6 Exterior of Structures. The exterior design, style and colors of each of the outbuilding and structures on a Lot shall conform to the design, style and colors of the residence. Roof fascia trim on any structure constructed on the real property which is the subject of this Declaration shall extend downward on the roof and be visible for at least 6 inches. The building should be a visual combination of forms that does not give a “box” appearance. Breaks in the roof lines and wall lines that add interest to the form and help define the design of the building are encouraged.

10.7 Decks, Balconies and Porches. Decks, balconies and porches shall be designed to enhance the overall architecture of the building by creating a variety and detail on exterior elevations. Combinations of covered decks, projecting balconies and bay windows shall be encouraged.

Low level decks shall be skirted to grade. Decks which are on the second story (that are not cantilevered) and high off the ground shall either be sided down to a continuous concrete grade beam and sided with the same siding as the main body of the structure, or they shall be required to have additional mass and size in the vertical support posts and a soffit treatment to the underside of the deck which is approved by the Committee. Treated Douglas Fir, except in certain structural members, is not an acceptable decking material.

10.8 Accessory Buildings. All necessary buildings, such as garages and storage buildings, shall be architecturally compatible with the residence on or being constructed on the Lot.
10.9 **Sight Distance at Intersections.** For elimination of traffic hazards and to promote traffic safety, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 10 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street corner curbs and a line connecting them at points 40 feet from the property corner.

10.10 **Construction Completion.** All improvements, construction, reconstruction, alterations, or remodeling requiring the approval of the Architectural Control Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee. All such construction must be completed within one (1) year from the date construction is commenced.

10.10 **Garages and Parking.** Each single family home is required to have a minimum of an attached two (2) car garage with sectional roll up door(s). There shall be no long term storage of cars or other vehicles outside the garage. Parking of cars, trucks, or any other vehicle in the street is discouraged.

10.12 **Energy Considerations.** All structures shall be designed so that the primary source of heat is natural gas or electricity. The use of wood, wood bi-products or coal burning appliances as the major source of heat is prohibited. All wood burning devices except fireplaces shall be fitted with catalytic converters.

10.13 **Exterior Lighting.**

a) Recessed or canned lighting is encouraged for porches, main entrances and other exterior applications to achieve softer, non-glare, lighting effects. Clear glass or translucent panels allowing horizontal projection of light are specifically disallowed. Honey glass or amber glass panels are encouraged as an alternative, as are “down light” type fixtures. Fixtures revealing exposed light bulbs shall not be permitted.

b) All street lighting shall be provided by a City of Belgrade Street Lighting District.

c) All residential exterior lighting (non-street lighting) shall be illuminated with lights that meet the City of Belgrade’s standard requirements. In addition, all outdoor residential lighting shall be free of glare, and shall be fully shielded or shall be indirect lighting. No lighting shall be beyond a property’s lot line. No unshielded lights shall be permitted. No mercury vapor lights shall be permitted. Covenants of the development shall reflect these restrictions. For purposes of this paragraph, the following definitions shall apply:

1) Fully shielded lights: Outdoor residential light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane as certified by a photometric test expert;

2) Indirect light: Direct light that has been reflected or has scattered off of other surfaces;

3) Glare: Light emitting from a luminary with an intensity great enough to reduce a viewer’s ability to see, and in extreme cases, causing momentary blindness; and

4) Outdoor Lighting: The nighttime illumination of an outside area or object by any man-made device located outdoors that produces light by any means.
ARTICLE XI
SITE DEVELOPMENT AND LANDSCAPE GUIDELINES

All site improvement plans shall be reviewed and approved by the Meadowlark Ranch Building and Landscape Review Committee prior to commencement of construction or alteration. As stated above, Committee approval is a prerequisite to the City of Belgrade building permit applications. Minor adjustments to the homestead and landscaping after initial construction shall not require submittal of plans. Minor adjustments shall include replacement of dead or dying vegetation and the addition of trees, shrubs or other landscaping features providing that such additions are consistent with the Site Development and Landscape Guidelines.

11.1 Driveways. All driveways and parking areas shall be surfaced with asphalt or concrete, and shall be located as stipulated in the Individual Lot Site Plan.

11.2 Driveway Swale Prohibitions. No Lot Owner shall fill or obstruct the natural flow of any barrow ditch or drainage swale with the exception of the materials placed for the location of the driveway culvert. No barrow ditches may be filled.

11.3 Sidewalks. Public Sidewalks, constructed to City standards, which require a minimum 6" slab thickness within the driveway areas, shall be installed at the time houses are constructed on individual lots at the Owner’s expense. Sidewalks shall be located where indicated by the Individual Lot Site Plan, and shall be five (5) feet in width. Upon the third anniversary (3 years) of the final Plat recordation, any Lot Owners who have not constructed their sidewalks shall be required to install sidewalks on their lots, regardless of whether a home is constructed on the lot or not.

11.4 Kennels. In general, kennels are discouraged in favor of the "invisible fence" system. Kennels shall be required to have a maximum size. A Kennel shall not exceed 300 square feet. Kennels or dog runs must be placed within the area allowable for rear yard fencing. Kennels shall be integrated into the dwelling (attached) to avoid isolation and to provide as much aesthetic appeal as possible. Kennels shall not be higher than six (6) feet in height and must be built using the same building materials as Privacy Screening. Chain link kennels may be allowed if they are located within a rear yard which is fenced. All Kennels and dog runs must be approved by the Committee.

11.5 Fencing. Fencing is encouraged on all lots within Meadowlark Ranch Subdivision. If fencing is installed on a lot, the fencing must be installed on the property line and shall not extend beyond the front building setback and must connect to the home. To ensure a consistent look throughout Meadowlark Ranch Subdivision, all fencing that is installed must be constructed with brown treated 6"x6" posts secured in the ground with concrete and spaced at no more than 8' apart. A minimum of two brown treated 2"x4" horizontal rails and 5" wide by 1½” thick cedar slats attached vertically on the rails shall be installed between each 8’ post section. The top of the fence may not be more that 6’ above the ground. Declarant shall review and approve all specific fencing designs that conform to this section and no fence shall be installed without written approval from Declarant or Architectural Review Committee. It is encouraged that all neighbors share in the costs of installing fences on common side or rear yard lot lines.

11.6 Privacy Screening. Privacy screens will be allowed but must be constructed of wood siding (same as the main building), stucco, brick, or stone materials, and they shall be an integrated part of the main building. The height of privacy screening shall not exceed seven (7) feet. Plans for privacy screening must be submitted and approved by the BLRC.

11.7 Antennas and Satellite Dishes. Satellite dishes not exceeding two feet in diameter may be permitted by the BLRC. Dishes must be located so as to minimize unsightliness as viewed from street frontages and neighbors and the installation and placement of all satellite dishes and antennas shall in all instances require BLRC approval.
11.8 **Utilities.** All utilities including, but not limited to, natural gas, electricity, telephone and cable T.V. shall be located underground.

11.9 **Storage Sheds.** Storage Sheds are allowed in the rear yards of properties so long as they do not exceed 96 square feet and a total height of 12\(^\prime\), measured to the highest point on the shed. The Shed shall be sided and roofed to match or otherwise complement the house. All sheds must be approved by BLRC.

11.10 **Temporary Structures.** No temporary structures, trailers, campers, motor homes, tents, shacks, or similar structures shall be used as a residence on the Lot.

11.11 **Solid Waste Containers.** All rubbish, trash, and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All solid waste containers must be stored out of view except during reasonable periods prior to and after pick-up, and only on day of pick-up.

11.12 **Recreational Vehicles.** Trailers, motor homes, boats, snowmobiles, campers, motorcycles, and other recreational vehicles may be stored on the Lot as long as they are not used for habitation, and only if they are stored behind an approved fence.

11.13 **Mail Boxes.** Individual mail boxes will not be allowed. Mail boxes will be clustered at strategic locations to simplify mail delivery and reduce streetscape clutter. Mail box clusters will be of a location approved by the local Postmaster and no parking will be allowed in front of the mailbox clusters.

11.14 **Construction Debris, Materials Storage and Clean-up.** Construction materials shall not at any time prior to or during construction be placed or stored in the street or placed anywhere else so as to impede, obstruct or interfere with pedestrians within the street right-of-way. All construction materials shall be removed from the entire Lot within thirty (30) days of substantial completion of construction.

Construction sites shall be kept clean, neat, and well organized at all times. Any construction debris shall be the responsibility of the Building Contractor and Owner and shall be kept clean and properly stored on a daily basis. If construction debris blows onto another Owner’s Lot it is the responsibility of the Owner’s Contractor to clean it up immediately. Meadowlark will strictly enforce this provision and reserves the right to fine negligent parties up to $500.00 for a blowing construction debris infraction. Any construction debris, and most especially dirt, gravel, rocks, and concrete which find their way into the street shall be removed immediately from the street and be brought back to a broom clean condition or clean-up costs and a fine may be levied and enforced.

11.15 **Signs.** Signs shall not be permitted on the private, public or commonly owned lands within Meadowlark except as follows:

- One address placard / sign shall be allowed per residence, and such signage shall be mounted to the front entry sidewalk light as defined by section 9.10 (b) above.
- One temporary construction sign shall be allowed on the same Lot as the construction activity provided that they are removed upon substantial completion of the home.
- One temporary sign advertising a Lot or home for sale shall be allowed providing that it does not exceed 6 square feet on any one face, and that it is removed when the Lot or home is sold. The sign must be placed on the Lot that is for sale.
- Directory signs may be placed within the Common Area or Open Space as the Board of Directors decides is necessary. Directory signs must be combined with landscaping
features, be no more than 3 square feet in surface area, made of wood, and meet the provision of the Belgrade Sign Code and appropriate sign permit fee requirements.

e) During the period in which the property is being sold, the declarant may erect "Subdivision For Sale" type signs in accordance with City of Belgrade sign regulations in the Common Area or other locations as deemed necessary and appropriate sign permit fee requirements.

11.16 Landscaping. Landscaping will be required to enhance the value of the property and the aesthetics of the site. The entire site shall be landscaped, including up to the actual edge of the road on the front, as well as to the side and rear lot lines, and all Owners are required to maintain their grounds. Landscape and grading plans shall be submitted and approved by the Committee concurrently with the completion of the home. In locating bushes and trees, consideration must be given to surrounding neighbors concerning view corridors. Rock and gravel type ground covers will not be allowed as landscaping but may be allowed for certain specific non-landscaping uses. All such uses must be approved by the Committee. This limitation does not apply to specific large rocks or rock clusters being used in an artistic manner. Where lawn is planted, the owner must irrigate during the summer months. Organic fertilizers are recommended rather than chemical fertilizers and should be applied when plants are active. Rear yard setbacks shall be maintained to provide a transition from the manicured lawns around the homes to the Open Space which shall be maintained in accordance with the Open Space Management Plan. Rear yard setbacks should be seeded with drought tolerant fescue seed mixes and may contain native bushes and trees.

11.17 Landscaping Maintenance. Lawns and landscaping shall be maintained in a manner which shall not detract from the appearance and value of the adjoining lots or diminish the aesthetics of the subdivision. Infractions will be dealt with as defined in paragraphs 4.9, 4.13 and 15.1 of these Covenants.

11.18 Street Boulevard Trees. There will be a minimum of two (2) deciduous trees required per lot installed within 2 years of occupancy located between the sidewalk and curb, spacing to be dependent upon lot frontage. All trees will be a minimum of ten (10') feet in height with a minimum of 1 1/2"-2" caliper trunk dimensions.

ARTICLE XII 
OPEN SPACE MANAGEMENT PLAN

12.1 Intent. This Declaration provides the authority for this Open Space Management Plan through the Directors of the Meadowlark Ranch Residential Owners Association. The intent of the Open Space Management Plan is to provide definition to different types of use of the Open Space, and to provide for the management, maintenance, implementation, and protection of the different Common Open Space types within Meadowlark. The intent of the Open Spaces within this Project is to provide:

a) a general feeling of openness
b) buffer zones between lot clusters and existing neighbors
c) corridors for trails networks

A management plan has been defined to guide future use of the areas. An overall objective will be to landscape these areas such that there is no stark contrast between them in terms of appearance. The landscaping and management should blend the appearance of the areas from more to less formal maintenance. The following Open

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Space management standards apply to all the Open Space and Common Area lands in Meadowlark.

12.2 Sidewalks.

a) Sidewalks are located within the front setback areas so as to provide opportunities for interior walking loops and neighborhood pedestrian circulation within the community. All such sidewalks shall be installed and maintained by the individual Lot Owner. In the interest of promoting community interaction, ancillary facilities such as benches and sitting areas, picnic tables or overlook locations may be sensitively located along these sidewalks, and such facilities shall be maintained by the Association as common elements for the use of all Owners.

12.3 Landscaping.

a) Landscaping plantings shall feature native species but may incorporate non-native and ornamental species of trees and shrubs that will contribute to wildlife depredation problems. Terrain modification may occur where needed to enhance opportunities for human activities, especially in conjunction with the trails, or to improve the effectiveness of vegetative screening. The dominant theme for landscaping shall be open grassy areas with clusters of trees, especially along the stream and pond banks, to create visual backdrops and vegetated islands requiring little maintenance.

12.4 Riparian Area Management. In general, the objective along wetland, stream and pond riparian areas is to encourage the return of native plant and animal species. Domestic pets are prohibited from being in such areas.

In all riparian habitats, wildlife enhancement projects will be done in conjunction with public or private professional consultants. Examples of such projects includes improvement of nesting sites, fish habitat, structures, wetland ponds and stream bank stabilization.

12.5 Management Coordination. The Association may coordinate its management of the Open Space areas with plans for adjacent properties to the extent specified below. The Association may solicit the advice or recommendations of professionals or agencies regarding management of the Open Space areas.

12.6 Noxious Weeds. Noxious weeds shall be controlled on all common Open Space areas. The preferred method is by introduction of desirable plant species that eliminate weeds. Interim measures permitted include herbicide applications, mowing and biological control. All herbicide applications shall be conducted according to applicable County and State laws, including the Gallatin County Noxious Weed Management Plan.

12.7 Animal Control.

a) Domestic pets shall not be allowed at any time in the Open Space areas or trails unless on a leash or under the Owner’s control.

b) Temporary fencing around shrubs and trees to prevent destruction by animals shall be permitted for the period of time necessary to ensure survival of the plantings.

c) Rodents may be controlled if levels of predation threaten the survival of plantings or constitute a health hazard. If poisons are used they shall be applied only in accordance with applicable State laws and with prior approval of the Association.
d) Pesticides may be used to control insect populations that are a nuisance, threaten the survival of plantings or constitute a health hazard. Pesticides may be applied only in accordance with applicable State laws and with the prior approval of the Association.

c) Residents and guests shall not harass wildlife and should avoid areas of wildlife concentration. Loud, offensive, or other behavior which harasses or frightens wildlife in Common Area is prohibited.

12.8 Taking of Wildlife. The taking of any and all wildlife species by any means within commonly held Open Space is prohibited except for the catching and release of fish, and the control of specific animals known to be causing unacceptable damage to property or persons (e.g., a beaver damming an irrigation ditch or a porcupine identified as girdling planted trees). No hunting or shooting of firearms shall be allowed on Common Areas, or on personal private property, at any time for any reason.

12.9 Fencing. No fences shall be permitted that restrict the movement of wildlife. Temporary fences, as noted above, for animal control shall be permitted. Fences designed to restrict or direct human activity shall be permitted in a very limited fashion provided that no wire or metal mesh is used and they shall not exceed the height restriction as provided herein.

12.10 Signing. Signs shall be permitted to identify trail routes, direct human activity or provide interpretive information. Heights shall not exceed three (3) feet. Sign surface area shall not exceed two (2) square feet. All sign posts or support structures shall be of wood construction.

12.11 Personal Use. The following uses shall not be made of the common open spaces. Such prohibited uses include, but are not limited to, lawns, gardens, storage, compost piles or landscape waste, refuse disposal and such other uses as are inconsistent with the intent of these Covenants.

12.12 Wetlands Enhancement and Maintenance. It shall be the intent of Meadowlark to maintain the jurisdictional wetlands. All wetland enhancement projects shall be done in accordance to plans, with plans to be drawn up by professional organizations specializing in such and in compliance with recommendations from the Montana Department of Fish, Wildlife and Parks. The Owners shall have the authority to establish reasonable rules for operation and maintenance of enhanced wetlands areas consistent with the overall intent of the Open Space Management Plan.

12.13 Additional Restrictions.

a) No feeding of wildlife other than birds and squirrels shall be allowed in the common open space areas.

b) No non-native species of animals shall be introduced to the lands or waters of the common open spaces.

c) Access through the Open Spaces for maintenance of public facilities shall be allowed only by the most direct route or by any route specified by the final Plat(s) of the Project. Maintenance of the Common Areas, referenced on the Plat as Common Area or CA, shall be the responsibility of the Owners Association.

d) All buildings shall be prohibited in the common open space areas except structures related to the function and intent of the Common Areas.

e) Motorized vehicles are prohibited within the common open space areas and trails except for maintenance and construction of landscaping, facilities or structures related to the function or intent of the Open Spaces.

f) No fireworks or firearms of any kind shall be discharged within the confines of the Subdivision.
g) Only properly licensed and insured motorized vehicles shall be operated on the streets within the Subdivision.

No open burning of privately generated debris shall be permitted within the Subdivision including the burning of construction materials. Open burning of debris generated from the commonly held Open Spaces may be allowed in accordance with local burning regulations, but only by someone authorized by the Board.

12.14 Driveway and Sidewalk Management Plan. The Association shall not be responsible for maintaining the driveways and sidewalks of an individual Lot Owner. It shall be the duty of the individual Lot Owners to maintain their own sidewalks in front of their houses, and to maintain their own driveways from the edge of the paved street to their own garage door(s).

ARTICLE XIII
SPECIAL IMPROVEMENT DISTRICTS

13.1 Waiver of Right to Protest Future Special Improvement Districts S.I.D. (s), Rural Improvement Districts (R.I.D. (s), and Special Improvement Lighting Districts (S.I.L.D. (s)). A waiver of right to protest the creation of Rural Improvement Districts has been filed. If a Special Improvement District, Rural Improvement District, or a Special Improvement Lighting District is not used for these Improvements, then this Parcel may be subject to alternative financing methods to finance improvements on a fair share basis.

ARTICLE XIV
DURATION, MODIFICATION AND REPEAL

14.1 Procedure. Except as otherwise provided herein, this Declaration or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or otherwise amended, as to the whole of the subject property or any portion thereof, with the written consent of the Owners of sixty seven (67%) of the Property, provided, however, that so long as Declarant owns at least twenty percent (20%) of the Property subject to these covenants, conditions and restrictions, or for a period of twenty (20) years from the effective date hereof, whichever period is shorter, no such termination, extension, modification or other amendment shall be effective without the written approval of Declarant, which approval shall not be unreasonably withheld. No such termination, extension, modification or other amendment shall be effective until a proper instrument in writing has been executed, acknowledged and recorded.

Notwithstanding the foregoing, during the first five (5) years following the recordation of this Declaration or until seventy-five percent (75%) of the lots which are the subject of this Declaration are sold, whichever comes first, this Declaration of Covenants, Conditions and Restrictions may be modified, amended and changed by the Declarant, Meadowlark Ranch, Inc., without the need or necessity of the consent of the then-owners of the real property which is the subject of this Declaration.

Notwithstanding the foregoing, any covenant, condition or restriction which is included herein which was also required as a condition of preliminary Plat approval and required by the City Council may not be amended or revoked without the mutual consent of the Owners in accordance with the amendment procedure set forth above, and the consent of the City Council and City of Belgrade.
ARTICLE XV
ENFORCEMENT

15.1 Abatement and Suit. The Owner of each Lot shall be primarily liable, and the Occupant, if any, secondarily liable for the violation or breach of any covenant, condition or restriction herein contained. Violation or breach of any covenant, condition or restriction herein contained shall give to Declarant, or the Association, following thirty (30) days written notice to the Owner or Occupant in question except in existing circumstances, the right, privilege and license to enter upon the Lot where said violation or breach exists and to abate and remove summarily, or abate or remove, at the expense of the Owner or Occupant thereof, any improvement, structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these Covenants to enjoin or prevent them from doing so, to cause said violation. No such entry by Declarant, the Association or their agents shall be deemed a trespass, and neither Declarant nor the Association nor their agents shall be subject to liability to the Owner or Occupant of said Lot for such entry and any action taken to remedy or remove a violation. The cost of any abatement, remedy or removal hereunder shall be a binding personal obligation or any Owner or Occupant in violation of any provision of this Declaration, as well as a lien (enforceable in the same manner as a trust indenture) upon the Lot in question. The lien provided for in this section shall not be valid against a bona fide purchaser or Mortgagee for value of the Lot in question unless a suit to enforce said lien shall have been filed in a court of Record in Gallatin County, Montana, prior to the recordation of the deed or Mortgage conveying or encumbering the Lot in question to such purchase or Mortgage, respectively.

15.2 Right of Entry. During reasonable hours and upon reasonable notice, and subject to reasonable security requirements, Declarant, the Association or their agents, shall have the right to enter upon and inspect any Lot and the Improvements thereon covered by this Declaration for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and neither Declarant nor the Association nor their agents shall be deemed to have committed a trespass or wrongful act by reason of such entry or inspection.

15.3 Deemed to Constitute a Nuisance. The result of every act or omission whereby any covenant, condition or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against an Owner or Occupant, either public or private, shall be applicable against every such result and may be exercised by Declarant or the Association.

15.4 Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, whether it be an action for damages, declaratory relief or injunctive relief, or any other action, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such reasonable amount as shall be fixed by the court in such proceedings or in a separate action brought for that purpose. The prevailing party shall be entitled to said attorney's fees even though said proceeding is settled prior to judgment. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

15.5 Failure to Enforce is No Waiver. The failure of Declarant and/or Association to enforce any requirement, restriction or standard herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases, nor of the right to enforce any other restriction.

15.6 Indemnification. Each officer, director, and former officer and director of the Association shall be indemnified and held harmless by the Association against all expenses, claims, suits, clauses of action demands and judgements, liabilities, including attorney's fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been an officer or director of the Association, or any settlement thereof, whether or not he is an officer or director at the time such expenses are incurred, except in such cases wherein such officer, director or committee member is adjudged guilty of willful malfeasance in the performance of his duties. The Association may procure and maintain insurance against such liabilities, or such kind and amount as its Board of Directors may approve.
ARTICLE XVI
 ASSIGNMENT

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, partnership, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, partnership, corporation or association evidencing its consent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. If at any time Declarant ceases to exist and has not made such an assignment, a successor to Declarant may be appointed in the same manner as this Declaration may be modified or amended under Article IV, 4.19. Any assignment or appointment made under this Article shall be in reasonable form and shall be recorded.

ARTICLE XVII
 CONSTRUCTIVE NOTICE AND ACCEPTANCE

17.1 Constructive Acceptance. Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

17.2 Notices; Documents; Delivery. Any notice or other document permitted or required by the Meadowlark Ranch Residential Owners Association Declaration of Covenants, Conditions and Restrictions shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: To the Association or to the BLRC, at the registered office for the Association; if to an Owner, then at any Lot within Meadowlark owned by the Owner; if to Declarant at 3985 Valley Commons Drive, Bozeman, MT 59718; provided, however, that any such address may be changed from time to time by an Owner, by the BLRC, or by Declarant by notice in writing, delivered to Association member.

ARTICLE XVIII
 WAIVER

Neither Declarant or the Association nor their successors or assigns shall be liable to any Owner or Occupant of the Property by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant and/or the Association to recover any such damages or to seek equitable relief because of same.

ARTICLE XIX
 RUNS WITH LAND

All covenants, conditions, restrictions and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every Lot of the Property; shall create equitable servitude upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between respective Owners and Occupants of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall, as to the Owner and Occupant of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots, except as provided otherwise herein.

ARTICLE XX
 CAPTIONS

The captions of articles and sections herein are used for convenience only and are not intended to be a part
of this Declaration or in any way to define, limit or describe the scope and intent of the particular article or section to which they refer.

ARTICLE XXI
SEVERABILITY

If any part, term or provision of these covenants is held to be illegal or unenforceable, the validity of the remaining portions shall not be affected.

DATED this 13th day of OCTOBER, 2016.

DECLARANT

MEADOWLARK RANCH, INC.
A MONTANA CORPORATION

By:
Its: PRESIDENT

STATE OF MONTANA )
County of Gallatin )

On this 13th day of OCTOBER, 2016, before me, a Notary Public for the State of Montana, personally appeared Gary Oakland, known to me to be the 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.

SARA GUNDERSON
NOTARY PUBLIC for the State of Montana
Residing at BILLINGS, Montana
My Commission Expires September 14, 2018

Notary Public for the State of Montana
Residing at BILLINGS
My Commission Expires 9-14-18
EXHIBIT "A"

LEGAL DESCRIPTION OF MEADOWLARK RANCH SUBDIVISION

Tract 2 of COS 2604, consisting of 78.81 acres, located in the E1/2, SE1/4, Sec. 31, & W1/2, SW1/4, Sec. 32, T1N, R5E within the city limits of Belgrade, county of Gallatin, Montana.
EXHIBIT “B”

OTHER PROPERTIES WHICH MAY BE ADDED TO THE DECLARATION

All or part of any real estate located within three (3) miles in any direction from any portion of the perimeter boundary line of the Project, together with the Improvements located thereon, provided the owner of that real estate consents, and provided all other consents or votes required by this Declaration are first obtained.
EXHIBIT “C”

MOSQUITO ABATEMENT PLAN

This Section contains the plan for minimizing mosquitoes at the Meadowlark Ranch site and is to be used by the Meadowlark Owners Association to ensure the site is continually maintained and operated to obtain maximum ecological benefit. This plan also provides assurance to City of Belgrade and the general public that the Property will be maintained to minimize the presence of mosquitoes. The plan may be amended by the Association only with consent of the City of Belgrade.

1.0 INTRODUCTION

GOAL OF MOSQUITO ABATEMENT

The objective of mosquito management at the development site is to minimize the abundance of mosquitoes at new developments through an integrated pest management approach. Integrated pest (mosquito) management includes a combination of prevention design measures, natural predators, and human applied biological and synthetic control agents, rather than relying entirely on chemical sprays.

PROJECT DESCRIPTION

Meadowlark Ranch Subdivision is located on a relatively level 80 acre parcel currently managed for agricultural purposes. The project is located on the east half of the SE 1/4 of Section 31, Township 1 North, Range 5 East, Gallatin County, Montana.

The nearest known water system is an irrigation ditch which crosses near the northeast corner of the development site. The ditch itself will not be treated in any way for the goal of mosquito abatement, as these waters are intended for agricultural purposes, which may include livestock watering and/or irrigation. Along the northern boundary of the development are several “barrow pits” along an abandoned railroad grade. These “barrow pits” do hold seasonal water with little or no flow and are located in commonly owned portions of the development.

The proposed project includes construction of one storm water detention pond and associated collection and piping. The “barrow pits” and the stormwater collection system are the intended areas for this mosquito abatement plan.

DIVISION OF LAND OWNERSHIP WITHIN THE SITE

This project will provide a total of 124 single family lots, averaging 10,800 square feet in size. The remaining upland areas will be utilized for recreation and greenspace. Mosquito abatement plans set forth herein will be applied indefinitely to common space, Open Space, and recreation areas. Recommendations for mosquito control at private home sites are included, but may be completed at each homeowner’s discretion.

2.0 INTEGRATED MOSQUITO MANAGEMENT

The following mosquito management plan applies to all common space, Open Space, storm water management systems, and recreational areas.

The Meadowlark Ranch Subdivision Integrated Mosquito Management Plan shall rely on a three-phase management process. This includes a combination of cultural, biological and chemical control as follows. Nothing included herein shall be construed to contradict any existing city, state, or federal laws concerning waterways and wetlands.

2.1 Cultural/Physical Control
The first phase of control focuses on preventative measures, and is also known as source reduction. Source reduction remains the most effective and economical method of providing long term mosquito control (Centers for Disease Control and Prevention 2003). Because mosquitoes breed and develop within stagnant water and associative vegetation, a number of preventative steps will be taken to ensure minimization of stagnation. These include:

1. Minimize/remove emergent vegetation and algae, which physically slows water and creates stagnation.
2. Maximize the distance wind travels unobstructed over water (fetch).
3. Minimize areas of stagnation by avoiding creation of coves, providing a smooth edge around both the physical boundary of the pits and lake, as well as the vegetative edge within the pond/lake.

2.2 Biological Control

In the event that source reduction is ineffective in minimizing mosquito abundance, biological control may be employed. Biological control refers to the inclusion of natural predators within a system to control pest numbers. Habitat will be provided for natural enemies of mosquitoes, including:

1. Swallows; tree swallow nest boxes will be installed in appropriate locations on site.
2. Bats; a bat condominium will be constructed and installed on site.

2.3 Chemical Control

Chemical control will be used only as a last resort. If the objective of this plan is met, further mosquito control will not be necessary. If the source reduction and aforementioned biological controls do not minimize nuisance populations of mosquitoes, chemical control may be implemented. Because mosquito larvae live and thrive in standing water, the resident mosquito population will be treated with larvicide, minimizing the emergence of adult mosquitoes. *Bacillus thuringiensis* var. *israelensis* will be used to control the larvae, and is generally environmentally safe, (Chui et al. 1995). Larvicide applications will be administered by a licensed applicator, in accordance with the Worker Protection Standard (WPS) (EPA 1995), the Montana Department of Agriculture (MPA 80-8-101-405), and the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA 1978).

3.0 PRIVATE LOTS

Due to the unique nature of land ownership within the development site, the following are guidelines and recommendations for each homeowner to follow as they see fit. The Developers anticipate presence of mosquitoes will be minimized on private parcels due entirely to the uncomfortable situation high mosquito populations present.

1. Each homeowner will receive a copy of the Meadowlark Ranch Development Integrated Mosquito Management Plan. Homeowners will be encouraged to follow all standards set forth within regarding source reduction and biological control.

2. Sanitation, such as tire removal, catch basin cleaning, and container removal, is a major part of all integrated vector management programs. Educational materials about the importance of sanitation will be distributed in the form of fact sheets presented at HOA meetings.

3. West Nile Virus has become prevalent in Gallatin County, and has caused alarm in some segments of the local population. Use of DEET based repellents on skin and clothing is the backbone of personal protection. For current recommendations, see www.cdc.gov/ncidod/dvb/dvbid/westnile/qa/insect_repellent.htm. Permethrin-based repellents are suggested for use on clothing.
4. The following are suggestions from Howard Garrett, and can be accessed at:

- **Empty standing water where possible.**
- **For standing water that can’t be emptied, such as an ornamental pond, stock Gambusia fish** (minnows that eat mosquito larvae) or use a Bti (Bacillus thuringiensis 'israelensis') product such as Bactimos Briquettes.
- **Spray for adult mosquitoes with garlic pepper tea, or citronella sprays like Skeeter D'Feeter.**
- **Use organic management to encourage birds, bats, dragonflies, and other beneficial insects.**
- **Use skin repellents that contain natural herbs such as aloe vera, citronella, eucalyptus, tea tree, and citrus oil.**
- **Bug light devices do not work! They kill more beneficials than the pests.**
- **Broadcast cedar granules on the ground where mosquitoes are a problem.**

4.0 ADAPTIVE MANAGEMENT

If the integrated mosquito management plan measures prove ineffective to control mosquitoes at the development site, major changes in water development management will need to be made. This transition will be accomplished by the HOA at the time the need is identified.

LITERATURE CITED


SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR MEADOWLARK RANCH SUBDIVISION

For the purposes of a second amendment to item 7 of the City of Belgrade Required Covenants for Meadowlark Ranch Subdivision as recorded on January 8, 2008 as Doc. No. 2288689, and the first amendment thereto, recorded on March 10, 2008 as Doc. No. 2293868.

RECITALS

WHEREAS, Declarant is the owner of the following described land in City of Belgrade, Gallatin County, Montana:

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

WHEREAS, on January 8, 2008, in Doc. No. 2288689, the Declaration of Protective Covenants and Restrictions for Meadowlark Ranch Subdivision for Meadowlark Ranch Subdivision were recorded in the office of the Gallatin County Clerk and Recorder's Office; and

WHEREAS, the Protective Covenants and Restrictions contained in Doc. No. 2288689 are the required covenants of the City of Belgrade; and

WHEREAS, the Protective Covenants and Restrictions contained in Doc. No. 2288689 may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures contained in the Declaration of Protective Covenants and Restrictions for Meadowlark Ranch Subdivision for Meadowlark Ranch Subdivision contained in Doc. No. 2299346, recorded in the office of the Gallatin County Clerk and Recorder's Office, and the governing body of the the City of Belgrade; and

WHEREAS, the undersigned, being the Declarant of the Protective and Restrictive Covenants, and the record owners of the affected property petitioned the City of Belgrade to amend item 7 of the Protective Covenants and Restrictions contained in Doc. No. 2288689 are the required covenants of the City of Belgrade; and

WHEREAS, the City of Belgrade Council voted to approve the amendment as stated below, on August 15, 2016, evidence of which is attached as Exhibit A; and

NOW THEREFORE, the undersigned with the full authority and power to modify and amend the Protective and Restrictive Covenants, above-referenced, do hereby declare as follows:

1. That the recitals as set forth above are hereby incorporated herein by reference.

2. That Item 7 of the Protective and Restrictive Covenants, above-referenced, is hereby amended as
follows:

7. Homes with side yard setbacks of less than eight (8) feet shall have the framing protected with a fire retardant treatment consistent with NFPA 220 or shall be constructed with fire restrictive material as required by Table R302.1 of the International Residential Code. If fire retardant is used, the builder will be required to provide a sworn affidavit stating the name of all fire retardant products used, and that they were applied in a fashion consistent with the manufacturer’s recommendations. In no event shall a home be located within five (5) feet of a side property line pursuant to the PUD approval.

IN WITNESS WHEREOF, the Declarant, Owners, by and through the Meadowlark Ranch Association Board President, and the City of Belgrade, have hereunto set their hands as of this 18th day of October, 2016.

DECLARANT

MEADOWLARK RANCH, INC,
A MONTANA CORPORATION

By: {signature}

Its: Secretary

STATE OF MONTANA

) ss

County of Gallatin

On this 18th day of October, 2016, before me, a Notary Public for the State of Montana, personally appeared {name}, known to me to be the {position} 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.

{Signature}

Notary Public for the State of Montana
Residing at {Location}
My Commission Expires: {Expiration Date}
EXHIBIT "A"

LEGAL DESCRIPTION OF MEADOWLARK RANCH SUBDIVISION

Tract 2 of COS 2604, consisting of 78.81 acres, located in the E1/2, SE1/4, Sec. 31, & W1/2, SW1/4, Sec. 32 T1N, R5E within the city limits of Belgrade, county of Gallatin, Montana.