

**FIRST AMENDMENT TO LONESOME DOVE RANCH  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

**WHEREAS**, the Lonesome Dove Ranch Declaration of Protective Covenants, Conditions, and Restrictions (“Declaration”) was filed with the office of the Clerk and Recorder for Madison County, Montana, on the 1<sup>st</sup> day of July, 1994, in Volume 381 of Records on Page 374-386;

**WHEREAS**, the Declaration, Art. XI, section 5, authorizes an amendment to the Declaration by an instrument signed by not less than seventy-five percent (75%) of the Tract Owners;

**WHEREAS**, this First Amendment to Lonesome Dove Ranch Declaration of Protective Covenants, Conditions, and Restrictions (“First Amendment to Declaration”) shall be recorded with the office of the Clerk and Recorder for Madison County, Montana;

**NOW, THEREFORE, THE OWNERS OF NOT LESS THAN 75% OF THE TRACT OWNERS HEREIN AMEND THE DECLARATION AS FOLLOWS**

**Amendment No. 1**

Under Article I, DEFINITIONS

Section 16. “Declaration” shall mean and refer to this Declaration of Protective Covenants, Conditions, and Restrictions, and any amendments thereto.

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## **Amendment No. 2**

### Under Article X, PROTECTIVE COVENANTS

Section 1. Residential Use. No building or structure of any kind whatsoever other than a single family dwelling house, private garage, guest home, and related outbuildings shall be erected on any Tract. All buildings and structures shall be used for residential purposes only. All Tracts in Lonesome Dove Ranch are designated residential. No dwelling house or guest home may be leased for less than thirty (30) days, EXCEPT THAT any dwelling house or guest home that was being leased for less than thirty (30) days as of July 1, 2018 may continue to be leased until such time as the Tract is sold or transferred to a third party. When such Tract is sold or transferred to a third party, all such leases shall terminate and no additional leases for less than 30 days shall be allowed.

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## **Amendment No. 3**

### Under Article X, PROTECTIVE COVENANTS

Section 3. Architectural Style. No dwelling house, garage, fence, enclosure or other structure shall be erected, placed, or altered on any Tract until the construction plans and specifications therefore have been approved by the Architectural Control Committee as to materials, size, harmony or external design and compliance with these covenants. The Architectural Control Committee shall adopt general rules to implement the purposes of Article VI of this Declaration and interpret the covenants of this section, including but not limited to rules to regulate antennas, signs, storage and use of recreational vehicles, trash containers and the planting, maintenance and removal of vegetation from or on any Tract.

Section 3.1 Additional Architectural Style Requirement. For any construction or reconstruction that begins after the First Amendment to Declaration is recorded, the following additional architectural style requirements will also apply:

#### 3.1.1 Roof Pitch.

- (a) Any dwelling house shall have a minimum roof pitch of 5/12, not including porches and dormers.
- (b) All other buildings shall have a minimum roof pitch of 4/12.

(c) Flat roofs are not allowed on any dwelling house or other building.

Each dwelling home in existence at the time this First Amendment to Declaration is recorded, shall not be required to comply with any new provision added to Article X, Section 3.1.1 until such time as the dwelling home is destroyed and reconstructed.

3.1.2 Overhang. All buildings, including any dwelling house, shall have a minimum 12-inch overhang.

3.1.3 Foundations. Cement and cinderblock foundations that are exposed more than 18-inches above grade shall have a stucco, Dryvit-type product, stone, brick, or man-made stone product applied to the exposed foundation.

3.1.4 Modular Home Moving System Hardware. All hardware (moving systems) used to deliver Modular Homes must be removed in a timely fashion, and no more than one month after the dwelling house is substantially completed.

3.1.5 Propane Tanks. Propane tanks shall be buried.

3.1.6 Satellite Dish. Satellite dishes larger than 36-inches in diameter are not allowed.

3.1.7 Landscaping.

(a) Dirt mounds and/or berms with a maximum height of 2-feet are allowed anywhere on a Tract, so long as the dirt mound and/or berm does not create a safety hazard.

(b) Dirt mounds and/or berms with a maximum height of 7-feet are allowed if approved by the Architectural Control Committee and they are (1) placed along the south boundary lines of a Tract, (2) necessary for wind abatement purposes, and (3) are located at least 100-feet from any street or roadway easement and more than 50-feet from to any other property line.

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#### **Amendment No. 4**

#### **Under Article X, PROTECTIVE COVENANTS**

Section 5. Other Building Restrictions. All building materials used in constructing any dwelling, garage, outbuilding or any other structure must be new, or if used, the materials must be architecturally sound. No external mercury vapor lights will be permitted or used on any residential Tract. All building and fences shall be painted with a color scheme of earth tones. Unpainted galvanized roofs are prohibited.

Section 5.1 Earth Tone Colors for Exterior Surfaces. Earth tone colors include brown, beige, tan, taupe, sand, white, and subdued shades of green, red, blue, and gray. Green and red metal roofs are allowed. Earth tone colors do not include purple and other mixed hues such as chartreuse, burgundy, magenta, etc.

Section 5.2 Building Colors. All colors of buildings on an Owner's lot shall match as close as possible giving consideration to the use of different finishing materials, wood, metal, cement, etc.

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**Amendment No. 5**

Under Article X, PROTECTIVE COVENANTS

Section 6. Construction Requirements. The work and construction of all buildings, and all other structures shall be prosecuted diligently and continuously from the commencement of construction until totally completed. The exterior appearance including finished painting shall be completed within twelve (12) months from the date of commencement. No building materials of any kind shall be stored upon any Tract until and only when an Owner or his building contractor is ready to commence construction and thereupon all such materials shall be stored entirely within the property line of the building site.

Section 6.1 Excess Construction Debris. All excess construction debris (i.e.; planks, wood, nails, etc.) shall be removed in a timely fashion, and no more than one month after the construction or reconstruction of all or part of a building is substantially completed. Any construction debris that may be used for landscaping (i.e.; dirt, stone, etc.) shall either be removed or leveled within 24-month after the date of commencement. .

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**Amendment No. 6**

Under Article X, PROTECTIVE COVENANTS

Section 8. Nuisance. No noxious or offensive activity shall be carried on or permitted on any Tract; nor shall the property or any Tract be used in any way which may endanger or interfere with the health, safety, *or*

privacy of the Owners, their families, or their invitees, or which would unreasonably disturb the neighborhood.

Section 8.1. Drones. No Owner shall use any drone, or allow their family members, invitees, agents, or representatives to use any drones, to take pictures of any other Owner's Tract, except that a real estate agent may take pictures for the sole purpose of using the pictures to sell a Tract.

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**Amendment No. 7**

Under Article X, PROTECTIVE COVENANTS

Section 17. Aircraft. No Owner or the Owner's family members, invitees, agents, or representatives shall land any aircraft (i.e.; airplanes, helicopters, etc.) on any Tract, except in the event of an emergency.

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