

**THIRD AMENDMENT TO FIRST AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FLINT CREEK RANCH CLUSTER**

THIS THIRD AMENDMENT TO THE FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FLINT CREEK RANCH CLUSTER (this "Amendment") is made and effective as of August 21 after receiving approval of more than a majority vote of the Parcel Owners of the Flint Creek Ranch Cluster Development Phase I, II, and III Subdivision (the "Flint Creek Ranch").

This Amendment amends the First Amended Declaration of Covenants, Conditions and Restrictions for the Flint Creek Ranch Cluster, dated May 28, 2008 and recorded on June 5, 2008, as **Document No. 621959 (Roll 319, Card 259)**, with the Office of the Clerk and Recorder of Butte-Silver Bow County, Montana (the "Declaration"). Capitalized words used and not defined herein shall have the respective meanings set forth in the Declaration.

Reference is made to the following documents, all of which were previously amended by the Declaration: the Declaration of Covenants, Conditions and Restrictions for Flint Creek Ranch Cluster, dated November 9, 2005, and recorded on November 15, 2005 as **Document No. 598682**, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Flint Creek Ranch Cluster, dated March 8, 2007, and recorded on March 12, 2007 as **Document No. 610679**, and the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Flint Creek Ranch Cluster, dated September 19, 2007, and recorded on September 24, 2007 as **Document No. 615899**, all of which were recorded at the Office of the Clerk and Recorder of Butte-Silver Bow County, Montana.

The original Sections and Sub-Sections respectively read as follows:

4.7.2 Open Range. The Ranch has an open-range policy—Parcel owners must fence animals and/or recreational users out. Walking and horseback riding shall be allowed on all "SOLD" Parcels and unsold Parcels unless property is fenced. No walking or riding is allowed within three hundred feet (300') of any dwelling whether fenced or not. If Parcel owner's land is not properly fenced, cattle or other livestock may gain access to that land. Developer reserves the right to graze all lots and common areas for Developer's benefit with no payments to be made to Parcel owner. The Developer intends to continue using the property as an operating ranch. As a result, the Developer shall retain the right to have its livestock graze on all parcels not fenced by respective Owners.

5.1.1 Parcel Owners are allowed to hunt on all unfenced Ranch property with the following exception: Acreages on the Ranch that have not been developed for sale by the Developer cannot be utilized by Parcel Owners for hunting purposes without the owner's written permission.

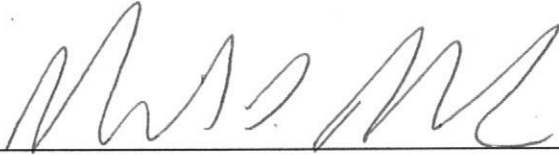
These Sections and Sub-Sections are **amended**, respectively, to read as follows:

4.7.2 Open Range. The Ranch has a livestock open-range policy—Parcel owners must fence animals out. Walking and horseback riding shall be allowed, by written permission of parcel owner, on all "SOLD" Parcels and unsold Parcels. No walking or riding is allowed within three hundred feet (300') of any dwelling whether permission is granted or not. If Parcel owner's land is not properly fenced, cattle or other livestock may gain access to that land. Developer reserves the right to graze all lots and common areas for Developer's benefit with no payments to be made to Parcel owner. The Developer intends to continue using the property as an operating ranch. As a result, the Developer shall retain the right to have its livestock graze on all parcels not fenced by respective Owners.

5.1.1 Parcel Owners and their immediate family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living together as a single housekeeping unit may hunt on all Ranch property with written permission from the owner of parcel being hunted. Lot owners' children and grandchildren may hunt, with lot owner, on all Ranch property with the parcel owner's written permission. Separate permission is not required for any common or conservation areas.

EXECUTED on this 2nd day of September, 2020

The Flint Creek Ranch Cluster HOA board of directors has approved and I certify that the majority of parcel owners has approved the above stated amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FLINT CREEK RANCH CLUSTER.



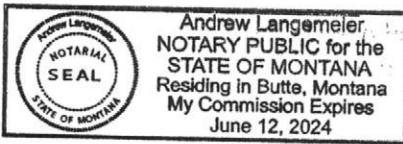
Michael D. Markarian, Board of Directors Representative

THE STATE OF MONTANA §

§

COUNTY OF SILVER BOW §

This instrument was acknowledged before me on 2nd day of September, 2020, by Michael D. Markarian, member representative of Flint Creek Ranch Cluster HOA.



Notary Public for the State of Montana

(seal)

Receipt #220872

09/02/2020 8:52 AM

Sally J. Hollis
Butte-Silver Bow Clerk and Recorder
155 W. Granite Room 208
Butte, MT 59701

Butte-Silver Bow Treasurer: Lori Baker-Patrick

Customer: FLINT CREEK RANCH HOA
2017 HARRISON AVE BOX 169
BUTTE, MT 59701

User: csafratowich
Drawer: Cash 2 - Colleen

Fees:

Grantor: THIRD AMENDMENT FLINT CREEK Grantee:
RANCH CLUSTER

Doc #707577 Roll Card AFFIDAVITT (RECORDED) 2 pages \$24.00

Memo:	Total Fees:	\$24.00
	Amount Charged:	\$0.00
	Amount Received:	\$24.00
	Change:	\$6.00

Payments & Refunds:

Cash	\$30.00
Cash	(\$6.00)