

AFTER RECORDING RETURN TO:

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Charlotte Mills - Gallatin County, MT MISC



**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE
LEGENDS AT BRIDGER CREEK II SUBDIVISION**

The undersigned, acting on behalf of Edgefield, LLC, comes now and hereby amends the Declaration of Covenants and Restrictions for The Legends at Bridger Creek II Subdivision, recorded September 12, 2007, in the office of the Gallatin County Clerk and Recorder as Document Number 2278593 (the "Declaration").

The Declaration is amendable pursuant to its provisions, specifically Section 10., which provides Edgefield, LLC (as the Declarant) with the unilateral right to amend the Declaration, since the Subdivision has not been released to the Homeowner's Association. Accordingly, the following Amendments shall be incorporated into said Declaration of Covenants and Restrictions, and is hereby made an integral provision of said Declaration, its Exhibits, and any Addendums and/or Amendments thereto:

Amendment I. Section 3.1 of the Declaration shall be removed in its entirety, and replaced with the following:

3.1 Assessments. The Homeowner's Association assessment is currently estimated to be thirty-five and no/100 dollars (\$35.00) a month. However, the assessment may be increase based on budget expenses being incurred. Each Lot's assessment shall be equal to a pro-rata share of the cost of any common expenses (as determined by the Board of the Homeowner's Association based on the parameters set forth in this Declaration), and any such assessment not paid in a timely manner, per the specific payment deadlines and dates set by the Board of the Homeowner's Association, shall become a lien on the particular Lot or Lots owned by the Owner whose Assessments are delinquent. At closing of the sale of any lot, two months of Association assessments will be collected up front; one-half of which is associated with the first months assessment, and one-half of which will be deposited into a reserve fund. The assessments will be used in a manner that promotes the general welfare and safety of the Homeowner's Association members and will include, but may not be limited to, payment of real estate taxes and insurance premiums, snowplowing and maintenance of internal trails and common areas; maintenance, repair, and upkeep of common areas, public parkland/open space corridors, storm water facilities, public trails, signage and other areas common to the association pursuant to Chapter 18.72 of the

Bozeman Unified Development Ordinance. Also, per Section 18.44.020.A.2.b. of the Bozeman Unified Development Ordinance, the calculation of assessments by the Board, for purposes of determining the assessment amount for the Lots, shall include a permanent funding source, which is adequate for purposes of sufficiently providing future maintenance and upkeep of all private (non-public) streets, so denoted in, and dedicated to, the Subdivision. Prior to the release of ownership and control of the Property to the Homeowner's Association, the Declarant is responsible for maintenance and collection of monthly assessments as well as the responsibilities of the Homeowner's Association; thus, until said release of ownership and control occurs, pursuant to Section 3.2 of the Declaration, the Declarant shall have the right to implement and adopt, via written resolution and/or written policies, rules and regulations relating to late payment of assessments and/or the failure to make payment of assessments, including but not limited to specific fines, suspension of privileges, loss of privileges and/or any other type of penalties stemming from such late payments and/or failure to make payment. After Declarant releases ownership and control of the Property to the Homeowner's Association, the Homeowner's Association, subject to the provisions of its controlling documents, shall then have all such rights and responsibilities concerning the adoption of any rules and/or regulations relating to late payment of assessments and/or the failure to make payment of assessments.

Amendment II. Section 3.2 of the Declaration shall be removed in its entirety, and replaced with the following:

3.2 Formation and Release of Property to Association. The Declarant will transfer ownership and control of the Property (and pertinent Common Areas and Facilities) to the Homeowner's Association—which ownership and control shall be subject to this Declaration, the Bylaws, Articles of Incorporation and any other document or agreement that pertains to the Subdivision and/or the Homeowner's Association—when seventy-five percent (75%) of the Lots in the Subdivision are sold. Until seventy-five percent (75%) of the Lots in the Subdivision are sold, the Declarant will be responsible for maintenance and collection of monthly assessments, and the Declarant shall have all the responsibilities of the Homeowner's Association, as such are set forth herein. Until otherwise notified by the Homeowner's Association, Owners shall send payment for Homeowner's Association assessments at the beginning of each month, including the time period prior to the month the Owner moves in, to:

Edgefield, LLC
c/o Brownstone Capital, Inc.
P.O. Box 9079
Missoula, Montana 59807

Amendment III. Section 7.2 of the Declaration shall be removed in its entirety, and replaced with the following:

7.2 Action upon Violation. In the event of violation or threatened violation of any provision of this Declaration, or the Guidelines or any other rules or regulation

adopted by the Homeowner's Association, legal proceedings may be brought in a *court of law* or equity for injunctive relief and damages. In addition, the City of Bozeman or a representative thereof or the Reviewer may enforce this Declaration by serving notice in writing on the person or entity violating this Declaration which notice shall specify the offense, identify the location and demand compliance with the terms and conditions of this Declaration. Such notice shall be personally served.

Notwithstanding the foregoing, prior to the release of ownership and control of the Property to the Homeowner's Association, the Declarant shall have the right and power to implement and adopt, via written resolution and/or written policies, rules, procedures and/or regulations relating to enforcement concerning any violation or threatened violation of any provision of this Declaration, including but not limited to actions or non-actions of non-compliance and/or failure to comply herewith. After Declarant releases ownership and control of the Property to the Homeowner's Association, the Homeowner's Association, subject to the provisions of its controlling documents, shall then have all such rights, responsibilities and powers concerning the adoption of any rules and/or regulations relating to any violation or threatened violation of any provision of this Declaration.

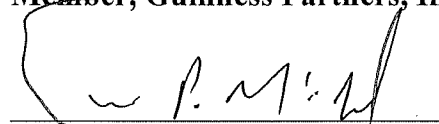
The foregoing shall not limited the right of the Homeowner's Association, the City of Bozeman or a representative thereof or the Reviewer to enforce this Declaration by way of proceedings either at law or in equity, at any time, against any person or persons violating or attempting to violate this Declaration. In such event, said legal proceedings may be either to enjoin or restrain violation of the Declaration or to recover damages or both. In the event of action to enforce this Declaration, the prevailing party shall be entitled to costs and a reasonable attorney's fees.

The remaining provisions, not referenced herein, of the Declaration, including any Exhibits and/or any previous Amendments, shall not be effected by the above-stated Amendment, and thus, any said remaining provisions, not amended herein, of the Declaration, any Exhibits and any previous Amendments thereto shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant of The Legends at Bridger Creek II Subdivision, has hereunto certified this 27 day of JUNE, 2012.

DECLARANT:

**Edgefield, LLC, through its Managing
Member, Guinness Partners, Inc.**



James P McLeod,
Vice President and Authorized Agent
of Guinness Partners, Inc.

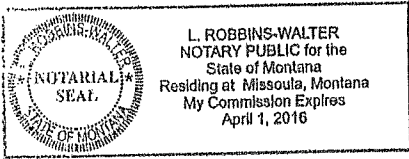
STATE OF MONTANA)

: ss.

County of Missoula)

On the 21st day of June, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James P. McLeod, personally known to me (or provided on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



L. Robbins-Walter
Notary Public for the State of Montana