

PROTECTIVE COVENANTS OF ASPEN GROVES SUBDIVISION

Gallatin County, Montana

Whereas, Aspen Groves Development Corporation, hereinafter to as "Aspen Groves" is the owner in fee simple of those certain lands more particularly described below and hereinafter referred to as the subdivision, and

Whereas Aspen Groves, by and through these protective covenants, hereby places certain restrictions, limitations and regulations as to the use of the subdivision, according to the plat of the Aspen Groves Subdivision, which has been duly filed of record in Book J of Plats, page J, on 240, 1997, in the office of the Clerk and Recorder of Gallatin County Montana. Now therefore, Aspen Groves does hereby establish, dedicate, declare, publish and impose on the premises the following protective covenants which shall run with the land and shall be binding upon and be for the benefit of Aspen Groves and all persons claiming under it, its grantees, successors and assigns and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the premises. These protective covenants shall apply to the property described below and all improvements placed or erected thereon unless otherwise specifically excepted herein, and shall have perpetual existence unless terminated by law or amended as provided herein.

I. PROPERTY SUBJECT TO PROTECTIVE COVENANTS

A. The real property which is and shall be conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, regulations, reservations and easements as set forth

in the various clauses of this Declaration of Protective Covenants is located in the County of Gallatin, State of Montana, and more particularly described as follows: Lots 1-3, Block A, Phase I; Lots 4-7, Block B, Phase I; Lots 6-7, Block C, Phase I; Lots 1-3, Block B, Phase II; Lots 1-5, Block C, Phase II; Lots 8-36, Block C, Phase II; Lots 1-15, Block D, Phase II; and Lots 1-4, Block E, Phase II of Aspen Groves Subdivision, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Gallatin County, Montana.

II. USE

A. All of the Lots described above shall be used for single family residences only; except that the developer reserves the right to maintain a model unit/sales office within the subdivision until such time as all lots owned by the developer have been sold.

B. No building or improvement shall be placed, constructed, reconstructed, altered or remodeled on any single residential lots except to provide for a single family dwelling with attached guest room, unless a specific exception is allowed by these covenants. Any plans for a dwelling on any lot shall provide for off-street parking for at least two vehicles.

C. All structures constructed on any residential lot in this subdivision shall be limited to single family residences only. A detached garage and/or a detached one bedroom guest unit shall be allowed where the location of such additional structure and the size of the lot are such that there is sufficient room for the same and they do not unreasonably interfere with the view, building sites, landscaping, elevations and general aesthetic considerations and factors of nearby lots. Such additional living units shall only be

allowed as provided for in applicable zoning and environmental laws of Gallatin County, Montana and the State of Montana. In addition to those other structures allowed, a barn may be erected on Lot 6 Block D Phase II, but on no others.

D. Each dwelling unit shall be constructed so as to include not less than 1,500 square feet of living space, exclusive of open porches, patios, carports, garages or basements.

E. No building, structure, alteration or improvement shall exceed 25 feet in height measured from the average level of finished grade. When finished grade deviates from original grade, the Architectural Committee may, in its discretion, deny a building permit if the height of the building is more than 25 feet above the original grade and unreasonably interferes with the view, building sites, elevations and general aesthetic considerations and factors of nearby lots and the subdivision as a whole.

F. No building or structure shall be erected, placed, constructed, reconstructed, altered or remodeled so as to be less than 30 feet from any lot line; except Lots 5, 6 and 7 of Block B, Phase I, which shall be subject to BSOA setback requirements.

G. No residential lot shall be further subdivided in any manner which results in a lot of less than two acres, but two or more contiguous whole lots, if owned by the same record owner, may be combined to constitute one lot for the purpose of these Covenants. Such combination may be carried out by the record owner making such election in writing and duly recording the same with the Clerk and Recorder of Gallatin County, Montana, and thereafter such combined lots shall be treated as one for the purpose of applying these Covenants. Any such combination of lots shall have a side lot

line setback requirement of 40 feet from the side lines of the combined lot area.

H. The Architectural Committee has the express authority by these covenants to change or overrule the location of any structures to be located on any residential lots in this subdivision; provided that such authority shall be exercised reasonably. If no location is specified by the owner thereof when his or her plans are submitted to the Committee, the Committee may select the location of the same for the owner. The intent and purpose of this provision being to provide for those locations which, in the opinion of the Committee, are best suited to each specific lot and do not interfere, or create the least interference, with residences on contiguous and nearby lots in this subdivision.

III. EASEMENTS

A. Easements for roads, drainage, electricity, telephone, lighting, water, sewer, cable television and all other utilities, skiing trails, bridle paths, pedestrian traffic, or any other service or utility shall be and are hereby reserved as shown on the plat.

B. All utilities, pipes and service lines within the subdivision shall be buried.

C. Easement areas may be landscaped by property owners so as to enhance their appearance so long as the landscaping does not interfere with the use of the property as an easement. No other improvements of any kind may be placed upon the surface of any easement. That portion of the emergency access easement which constitutes the roadway shall not be landscaped in any manner which interferes with the usage of the emergency access by vehicular

traffic. Specifically, no trees, shrubs, other plants, earth berms, or any fill material shall be added to or taken away from the emergency access so as to interfere with its usage by vehicles. All proposed landscaping along such emergency access shall be approved in advance by the Gallatin County Road Superintendent.

D. An easement is hereby provided for cross-country skiers as designated on the Plat. The cross-country trails shall be managed by the Lone Mountain Guest Ranch and all owners and their immediate families shall be provided season passes for usage of the cross-country trail system. Cross-country trails within the area designated as park land and shall be open to the public without charge, but any person utilizing the trails outside the park shall be required to have a pass issued by Lone Mountain Guest Ranch. Lone Mountain Guest Ranch shall have the right, but not the obligation, to maintain the trails within the park.

E. No utility service line or facility shall be installed or replaced without the prior approval of the Committee. All easement areas must be restored, at the expense of the utility or service entity doing such work, to as near the condition that existed previous to such work as possible. In the discretion of the Architectural Committee a bond may be required of the utility or service entity to insure compliance with this provision.

F. Maintenance of all roadways within the subdivision, including the emergency access roadway, shall be the responsibility of the Aspen Groves Home Owners Association ("Owners Association"), unless such responsibility is assumed by the Big Sky Owners Association, and such maintenance shall be at the expense of the appropriate Owners Association, which shall assess the owners for

the cost of such maintenance.

G. At such time as 60% of the lots in each phase have completed residences built upon them, or at such time as the majority of owners within the phase agree, whichever shall occur first, all roads within that phase shall be paved. The cost of such paving shall be borne equally by the owners in that phase on a per lot basis. For example, if the phase consists of 30 lots, each lot will be responsible for 1/30th of such cost. Each lot shall be subject to a special assessment prior to the commencement of paving and each owner shall be required to pay the assessment within 30 days of the billing date. Failure to make the required payment in a timely fashion may result in the filing of a lien against the property of the delinquent owner and/or a court action for the recovery of the amount due. To cure the default, the delinquent owner shall be required to pay all lien filing fees, attorney's fees and court costs incurred as a result of the delinquency. The provisions of this paragraph shall be enforced by the Aspen Groves Owners Association or by the Big Sky Owners Association.

IV. OWNERS ASSOCIATION

A. Aspen Groves shall form an Owners Association for the purpose of promoting, developing and operating the subdivision, including the maintenance of all roadways within the subdivision, except any roadway wholly contained within a lot, or any roadway maintained by the Big Sky Owners Association. All owners and lessees of real property in this subdivision shall be members of such Owners Association and shall be bound by the provisions of the Articles and By-Laws of such Association, copies of which are made a part hereof by reference. The Association shall have the authority

to make such charges and assessments to the members as are reasonably necessary to carry out its functions and duties. The Association shall have the power to levy assessments, which assessments shall be in two classes:

- 1) Capital assessments
- 2) Operating assessments

B. Such assessments may be levied by the Board of Directors of the Association against any parcel of real property in the Aspen Groves Subdivision. Assessments shall be billed on a bi-annual basis and notice of the same shall be mailed to each property owner on or before the first of January and the first of July of each year. All assessments become due 30 days after the date of mailing and the Association has the authority to impose reasonable charges for interest and penalties for overdue payments. Initially, no membership interest, as defined by the By-Laws, can be assessed more than \$100.00 per year for capital assessments and no more than \$100.00 per year for operating assessments. No increase may be made of the initial assessments of \$100.00 per year each for capital and operating assessments without the prior approval of at least 60% of the membership interest in the Association. Unpaid assessments, upon notice thereof being duly filed of record, shall be a lien against the parcel of real property against which such unpaid assessment was made. Such lien may be foreclosed upon in like manner as a mortgage on real property, which foreclosure proceeding, may include the addition of court costs, expenses and reasonable attorneys' fees.

C. All owners of lots within Aspen Groves Subdivision shall also automatically become members of the Big Sky Owners Association

and shall be subject to the By-Laws of that Association as well as those of the Aspen Groves Association, including the right to vote on BSOA matters and the responsibility of paying assessments when due.

V. ARCHITECTURAL COMMITTEE

A. The Big Sky Owners Association Architectural Committee, hereafter referred to as the "Committee" or the "Architectural Committee" shall oversee all construction within the subdivision, in accordance with the By-Laws of the Big Sky Owners Association.

B. The Committee may make such reasonable rules and by-laws and adopt such procedures as it deems necessary to carry out its functions, which rules, by-laws, and procedures may not be inconsistent with the provisions of these covenants.

C. No building, construction, reconstruction, alteration, remodeling, landscaping, parking, fence, wall or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any lot or tract until building drawings, plans and specifications (which must have been prepared by a licensed architect for all construction, reconstruction, alteration or remodeling), and such other information as the Committee may reasonably require, including without being limited to, colors, building materials and models, have been submitted to, and approved by, a majority of the Committee in writing; nor may the same be commenced until the Committee shall have issued a permit allowing for such improvements.

D. The Committee shall require all construction to comply with the provisions of the following standard codes or their amendments: .1s1

"Uniform Building Code"
International Conference of Building Officials

"National Plumbing Code"

"National Electrical Code"
National Fire Protective Association

E. Unless otherwise specified in these covenants, the Committee shall designate setback requirements for any structures as in its discretion best suit the requirements of the site.

F. The Committee shall have the authority to reject materials, designs and colors submitted with plans or the plans themselves if they are not compatible, or are inappropriate, with the rest of the subdivision or the master plan.

G. The Committee shall have the authority to grant variances to the building codes, setback requirements, minimum height, minimum square footage, and to the provisions of Articles II and III, where, in its discretion, it believes the same to be necessary and where the same will not be injurious to the rest of the subdivision; provided, however, that the committee shall not allow any construction in any area marked on the final plat as unsuitable for building.

H. All improvements, construction, reconstruction, alterations, remodeling or any activity requiring the approval of the Committee must be in substantial compliance with the plans and specifications initially approved by the Committee.

I. The Committee shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated and more particularly as set forth in Article XV.

J. The Committee may require reasonable fees to be paid with the filing of plans and specifications and the issuance of building permits to defray its expenses.

K. Simultaneously with the filing of any initial building plans for any lot, or multi-family tract, the owner thereof must also submit to the Committee a landscape plan. This landscape plan must set forth in detail the landscaping to be installed, placed or planted on such lot or tract, including paths, walks, shrubs, trees, rocks, fences, walls or any feature to be incorporated into a landscape design or plan and such landscape plan must be approved before any building permit is issued. The landscaping provided for in the landscape plan must be completed within one year of the completion of the construction authorized by the building permit.

L. The Committee shall be governed by the following guidelines in its consideration of plans and specifications submitted for its approval:

1. It must recognize that all improvements in the subdivision must harmoniously combine, and not be inconsistent with, the development of the entire project so as to maintain a uniformity of value and quality.
2. In considering any plans and specifications, the Committee shall examine the suitability of the same to the site, including the materials of which it is to be constructed, as well as the relationship of the same to the neighborhood and the adjacent properties.
3. No plans or specifications shall be approved which will be so similar or dissimilar to other improvements or structures that monetary or aesthetic values will be

impaired.

4. All plans and specifications shall be in full compliance with all of the terms and provisions of these covenants, except for any variances, which may have been granted by the Committee for such plans and specifications.

M. The Committee or the individual members thereof may not be held liable by any person for any damages which may result from Committee action taken pursuant to these covenants, including but not by way of limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance of building permits or any delays associated with such action on the part of the Committee.

VI. WATER, SEWAGE AND UTILITIES

A. Within the subdivision, all improvements or structures designed for occupancy or use by humans shall be connected with the water and sewer facilities constructed or installed by the Big Sky County Water and Sewer District #363, or other appropriate facilities allowed by law and these covenants and the owner(s) of each lot within the subdivision shall be responsible for the payment of impact fees, as well as all other fees charged by the Water and Sewer District. No private well, septic tank, leaching field or other private sewage treatment facility shall be used or installed in the subdivision. Mechanical garbage disposal facilities shall be provided in each kitchen or food preparation area.

B. Television satellite dishes shall be allowed in the subdivision only with prior approval of the Big Sky Owners Association and upon such conditions as BSOA may require.

C. Lot owners shall be required to restore the surface of their lot to its previous condition immediately upon completion of any excavation for installation or maintenance of utilities. Restoration shall not only include replacement of disturbed earth, but shall also include restoration of the vegetation which existed prior to the disturbance.

VII. TRASH AND GARBAGE

A. No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped or left on any portion of the premises and no open burning of the same shall be permitted. No incinerator or other device for burning of trash or garbage shall be installed or used except as may be approved by the Committee. Each owner or lessee shall provide suitable receptacles for the containment and collection of trash and garbage, which must be enclosed or screened or otherwise unexposed to public view. Such receptacles shall be bear-proof and, shall be approved by the owner's refuse hauler, if the hauler is a regulated hauler operating under the authority of a Public Service Commission Operating Permit. If the refuse hauler is not a regulated hauler, the Committee shall approve all trash receptacles prior to their placement upon a lot. Nothing contained herein shall be construed to prohibit or deny the installation or use of wood burning fireplaces.

VIII. SIGNS

A. All signs, billboards, posters, displays, advertisements or any structures relating thereto are prohibited unless they shall have received the approval of the Committee prior to installation or use, which restriction shall also include signs for identification

of streets, residences, places of business and directional or location markers or signs. The developer, or its successor in interest, reserves the right to place "For Sale" and directional signs upon lots and roads within the subdivision, until all lots owned by the developer are sold.

IX. ANIMALS

Animals such as dogs, cats, and birds or other animals which may be confined to the owner's house are allowed in the subdivision as pets only, and so long as they do not constitute a nuisance to others, but horses may not be kept on any lot within the subdivision, other than upon Lot 6, Block D, Phase II. No other animals shall be permitted within the subdivision. Kennels or other facilities for keeping or retention of animals shall be restricted to areas so designated by the Committee. The commercial breeding, care, raising or keeping of any animal is forbidden. If a particular animal or animals shall, in the discretion of the Committee, become a nuisance, the Committee, shall have the authority to require that the same be kept tethered or confined on the owner's property and the Committee may further require that when the animal or animals are taken from the property, such animals must then be kept on a leash or bridle and must be under the owner's control at all times.

X. ENVIRONMENT

A. Every attempt shall be made to preserve and protect the environment indigenous to the area. Disturbance, destruction or damage to all plant life, all animal life and their natural habitats, streams, ponds, springs, underground aquifers, soils and rocks is strictly forbidden except where absolutely necessary for

the placement or construction of improvements on the land or for the proper and orderly development of the premises. Trees are to be removed only for building or aesthetic reasons (i.e., view shed) and can only be removed with the permission of the Owners Association, after except that standing dead or diseased trees and low level dead branches shall be removed by the owners as the need arises in order to minimize fire hazards. The Owners Association shall oversee the removal of all such trees and branches, as well as fuels on the ground and shall consider the effects on all owners involved prior to granting permission to remove trees. All areas not utilized as building sites for improvements, where disturbed by construction or any human activity, including all cuts and fills made for purposes of construction or utility placement, shall be returned as quickly as possible to their natural condition, utilizing native vegetation, unless those areas are put into lawns, gardens or exterior living areas; provided, however, that native vegetation shall not include any plants declared as noxious weeds by Gallatin County. Control of noxious weeds shall be the responsibility of each individual owner and the Owner's Association. Every building plan must include a landscape plan for approval by the Committee and must provide for the planting of grasses, trees, shrubs and other landscape features which must serve to enhance the appearance of the site.

B. In order to prevent fires, open fires shall not be allowed, except within designated locations, such as fire pits at designated picnic sites. All such designations shall be made by the Owners Association, and shall only be made after receiving a permit for such open fire area from the Gallatin Canyon Fire District, as well

as from all other agencies exercising jurisdiction over burning in the Gallatin Canyon. In addition, a fire break shall be maintained between trees and structures on all lots within the subdivision.

C. No home owner shall allow the ground in the subdivision to become saturated through irrigation, blocked or diverted drainage, or any other practice which would allow ponding and water infiltration in the subdivision. In the event that construction activity causes an interference with natural drainage in the area, such drainage shall be restored immediately following completion of construction in order to prevent water infiltration.

D. In order to preserve wildlife habitat to the greatest extent possible, no boundary fence shall be allowed on any lot within the subdivision, except for Lot 6, Block D, Phase II, which may erect boundary fences and/or corrals. Fences for kennels shall be allowed, but the construction details of such fences must be approved by the Architectural Committee prior to their construction.

E. Big game wildlife within the subdivision shall be allowed to exist naturally to the greatest extent possible. No owner, guest or other person shall harass or hunt any animal within the subdivision, either in person or through the use of other animals. Furthermore, the artificial feeding of big game wildlife shall be prohibited.

F. Park areas and linear trails within the subdivision shall be maintained by the Owners Association (Lone Mountain Guest Ranch shall be allowed to maintain cross-country ski trails) and all parks and linear trails shall be used only for walking, hiking, jogging, running, cross-country skiing, bicycling and horseback riding. Motorized vehicles shall be prohibited from the trails and all park

areas not designated for vehicular parking. There shall be no artificial lighting upon any of the linear trails.

G. That portion of the park within the Aspen Groves Subdivision, immediately North of Lots 5,6 and 7, Block B, Phase I, will be left in its natural vegetative state and will not be improved or altered by the Association or any other party.

H. Underground fuel storage tanks shall be allowed upon the lots, provided that such tanks are installed in compliance with all applicable federal, state and local laws and regulations.

XI. MINING

No mining, quarrying, excavation, oil drilling or development of any kind shall be allowed in or on the premises except for such excavation as may be necessary in connection with the construction or placing of improvements thereon in accordance with the terms and restrictions of these covenants.

XII. TEMPORARY STRUCTURES

No trailer, mobile home, basement, tent, shack, garage or camper shall be used at any time on the premises, as a residence or a place for habitation or sleeping, temporarily or permanently, except where the same may reasonably be necessary during construction and never without: (a) the prior approval of the Committee, which is revocable at any time in its discretion, and (b) never for more than 7 months at a time. No trailer, boat, mobile home, snowmobile, camper or any structure of a temporary nature shall be permitted to be kept or stored on the premises unless a covered, fenced and screened parking space is provided, which must be approved by the Committee.

XIII. NUISANCE

No noxious or offensive use or activity shall be carried on within the subdivision nor anything done or permitted on or in the premises which shall constitute a public nuisance.

XIV. CONSTRUCTION

A. All construction on or in the premises shall be diligently prosecuted to completion and shall be completed within 12 months of commencement, unless a specific written extension is granted by the Owners Association, acting through the Architectural Committee. No construction material shall at any time be placed or stored so as to impede, obstruct or interfere with pedestrian or vehicular traffic and no construction materials shall be placed or stored on lots or for a period not to exceed 30 days following substantial completion of construction as shall be determined by the Owners Association.

B. The following design specifications and construction practices shall be utilized in the construction of all buildings within the subdivision:

1. Each building shall be roofed with fire retardant shingles, or other fire retardant roofing materials.
2. All wood stoves within the subdivision shall have a catalytic converter and every fireplace and wood stove within the subdivision shall be constructed with spark arrester screens.
3. All dwelling units shall be constructed with at least one smoke detector on each level of each dwelling unit.
4. In areas where slopes exceed 25%, the owner shall not, either in person, or through an agent or contractor,

make any cuts in the earth unless they can be shown to the satisfaction of the Architectural Committee, by means of an engineer's opinion, or other suitable means, that such cuts will not adversely affect the stability of the slope, or in any way cause any environmental degradation in the area adjacent to the cut. The Architectural Committee shall be vested with the authority to disregard the evidence shown or to request additional evidence prior to authorizing such cuts.

5. Slopes shall not be excavated for borrow areas for fill materials or other types of mass removal of material in areas where a hill slope meets flatter terrain, or the toe of a slope. Removal of any material from the toe of any slope shall be subject to prior approval of the Architectural Committee, and such approval shall not be granted if removal of material would result in the creation of any hazard or any environmental degradation.

6. Any earth fill or structure on any terrain designated on the plat of the subdivision as not suitable for building due to steepness shall be approved in advance by the Architectural Committee, and approval shall not be granted if, in the opinion of the Association or its Architectural Committee, such fill or structure would constitute a hazard or result in environmental degradation.

7. Detailed foundation studies shall be completed prior to construction for any building site on a slope greater than 25% (percent). Copies of such foundation studies

shall be submitted to the Gallatin County Subdivision Review Office for review and approval as they are completed, and the results shall be incorporated into the design of the structure.

8. Building envelopes have been established for certain lots within the subdivision and all construction upon such lots shall take place within such envelopes. In addition, wetland areas have been shown on the plat, in which no construction may take place. The provisions of this paragraph shall not be altered or amended by the Architecture Committee by means of a variance or deviation.

XV. SCHOOLS

All elementary school (K-8) children residing within the subdivision shall attend Ophir School and high school students shall attend Bozeman High School. It is the policy of Bozeman Public Schools not to allow elementary school children to attend Bozeman elementary schools if they do not reside in the Bozeman Elementary District. Those students attending Bozeman High School who wish to ride the bus shall be required to board the bus at the central bus stop at the Big Sky Conoco Station, or at such further site as may be designated. Parents and/or students residing within the subdivision shall have the responsibility for providing transportation to and from the central bus stop.

XVI. ENFORCEMENT

A. In the event of any violation or threatened violation of these covenants, any owner of real property in the premises, or the Committee, may enforce these covenants by legal proceedings in a

court of law or equity, including the seeking of injunctive relief and damages. In association with such legal proceedings or as a separate remedy, such owner or the Committee may enter upon the property in question and remove, remedy or abate the violation or threatened violation after first having given proper notice and a reasonable opportunity for the violator to take action himself to comply with these covenants as set forth below.

B. Notice, as required above, shall be in writing and shall be served on the person or entity concerned and shall specify the violation or threatened violation, if the violation or threatened violation is not abated, remedied or satisfied. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting a copy of such notice at a conspicuous place on the property which is the subject of such violation and mailing a copy of the notice by Certified Mail, return receipt requested, to the last known address or address of record, of the violator. Such notice must further provide for a period of 15 days from the date of personal service of such notice, or 30 days from the date of posting and mailing of the same, within which compliance can be had with these covenants before any self-help, abatement, entry or commencement of litigation as provided in XV-A above can be commenced.

C. No owner or member of the committee shall be liable to any person or entity for any entry, self-help or abatement of a violation or threatened violation of these covenants and all owners or lessees of real property shall be deemed to have waived any and all rights or claims to or for damages for any loss or injury resulting from action taken to abate, remedy or satisfy any

violation or threatened violation of these covenants. Exception to the above shall exist for loss, injury or damage for intentionally wrongful acts.

D. Actual costs, expenses and reasonable attorneys's fees connected with correcting, remedying, abating, preventing or removing any violation or threatened violation of these covenants incurred either through litigation, entry or self-help shall constitute a claim by the owner or the Committee initiating such action against the owner of the property which is the subject of such violation or threatened violation. Such claim shall not, however, exceed Five Thousand Dollars (\$5,000.00) for any one claim and shall be enforceable through appropriate court action. The owner or the Committee making such claim may file a lien against the subject property in the amount of and for the collection of the claim by filing a verified statement of the lien with the office of the Clerk and Recorder, Gallatin County, Montana. Such lien statement must set forth the names of the claimant, and the owner of record of the property, the amount of the claim, the date of the claim and a brief statement of the manner in which the costs and expenses constituting the claim were incurred. Once filed, the lien shall remain of record as a claim against the property until paid in full or foreclosed in the manner otherwise provided by law, subject to rights of redemption.

XVII. AMENDMENT

A. These covenants, or any portion thereof, may be amended, abandoned, terminated, modified or supplemented at any time by the written consent, duly recorded with the office of the Clerk Recorder, Gallatin County, Montana, of the owners of seventy-five

percent (75%) of the lots included within the boundaries of the subdivision. The developer shall be entitled to one vote for each lot retained by the developer, but the developer shall not cause its votes to be cast in such a manner as to impose a greater burden on lots not owned by the developer than those burdens initially imposed by these covenants, unless the permission of the owners of the affected lots be first obtained. Any Covenant which is included herein as a condition of the preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these Covenants and the governing body of Gallatin County.

XVIII. SEVERABILITY

A. A determination of invalidity of any one or more of the covenants or conditions hereof by judgment, order or decree of a court shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

Dated this 4th day of MARCH, 1997.

ASPEN GROVES DEVELOPMENT CORPORATION, INC.

[Handwritten signature]
 President

[Circular notary seal for J. E. H. Notary Public, State of Montana]

STATE OF MONTANA)
)
County of Gallatin)

FILM 172 PAGE 2262

This instrument was acknowledged before me this 4th day of March, 1997, by JOHN M. RADICK, President of Aspen Groves Development Corporation.

Wayne J. J.
Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: 11-1-97



342518

State of Mont., County of Gallatin. ss Filed for record APRIL 18
19 97 at 1:52P M., and recorded in Book 172 of
MISCELLANEOUS page 2260 Shelley M. Chenn Recorder
FEE: \$138.00 By Carrie Brannon Deputy
RT: SECURITY TITLE CO.

FILM 185-3204

**CORRECTION TO PROTECTIVE COVENANTS OF
ASPEN GROVES SUBDIVISION
BIG SKY, GALLATIN COUNTY, MONTANA**

Reference is made to those Protective Covenants of Aspen Subdivision, which were executed by John M. Radick, President of Aspen Groves Development Corporation, and recorded in the office of the Clerk and Recorder of Gallatin County, Montana on April 18, 1997, in Film 172, page 2260.

R E C I T A L S

1. That it has been discovered that erroneous references to Lot 6, Block D, Phase II, exist in the original Protective Covenants, which should, in fact, refer to Lot 6, Block E, Phase II.

2. That the errors do not affect any provisions that were conditions of subdivision approval, so the consent of the Gallatin County Commission is not required to correct the errors.

NOW THEREFORE, the errors contained in the Original Declaration of Protective Covenants for Aspen Groves Subdivision are corrected as follows:

1. That the reference to Lot 6, Block D, Phase II, found in Article II.C. of the Protective Covenants, under the title "Use," should read Lot 6, Block E, Phase II. A barn may not be constructed upon Lot 6, Block D, Phase II.

2. That the reference to Lot 6, Block D, Phase II, found in Article IX of the Protective Covenants, under the title "Animals," should read Lot 6, Block E, Phase II. Horses shall not be allowed upon Lot 6, Block D, Phase II.

3. That the reference to Lot 6, Block D, Phase II, found in Article X.D. of the Protective Covenants, under the title "Environment," should read Lot 6, Block E, Phase II. Boundary fences and corrals shall not be allowed upon Lot 6, Block D, Phase II.

4. That nothing contained herein shall be construed to modify or delete any other portion of the Protective Covenants.

Witness my hand and seal this 3rd day of September, 1998.

JOHN M. RADICK, President
ASPEN GROVES DEVELOPMENT CORP.



STATE OF MONTANA)
 : ss
County of Gallatin)

PLM 189:AC13205

This instrument was executed before me this 28th day of September, 1998, by JOHN M. RADICK, President of ASPEN GROVES DEVELOPMENT CORPORATION.

Wayne Jennings
Notary Public for the State of Montana
Residing at Bozeman, Montana
My Commission expires: 11-1-2001

374522



State of Mont., County of Gallatin. ss Filed for record SEPTEMBER 29, 19 98
at 9:35 AM. and recorded in Book 189 of MISCELLANEOUS page 3204
Shelley Vannoy Recorder. By Richard M. Heston Deputy

FEE: \$12.00 PD
RT: WAYNE JENNINGS
125 W MENDENHALL
BOZEMAN, MT 59715