

Roll 300 Card 515

NOTAR PUBLIC
BUTTE-SILVER BOW COUNTY

CS

610679

I hereby certify that the within instrument was filed
for record in my office on the 12 day of
March A.D. 2007 at
30 minutes past 1:00 o'clock P.M.
of the County of Butte State of Montana
Book 300 Page 515
GIVEN UNDER MY HAND AND SEAL OF OFFICE
this 12th day of March, 2007.

After recording return to:
AmeriMont, Inc.
PO BOX 990
Manhattan MT 59741

[Signature]
Notary Public
Butte-Silver Bow County, Montana
Exp. 14 00 *AmeriMont*

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

The FIRST AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FLINT CREEK RANCH CLUSTER (hereinafter referred to as the "First Amendment") is executed upon the date found at the conclusion of this document by AMERIMONT, INC. who owns Sixty-six Percent (66%) of the Units in FLINT CREEK RANCH CLUSTER. Reference is made to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FLINT CREEK RANCH CLUSTER, dated November 9, 2005, recorded November 15, 2005, as Roll 281 Card 94, at the office of the Clerk and Recorder of Butte-Silver Bow County, Montana (hereinafter referred to collectively as "Declaration").

RECITALS

1. That the original Declarant, AMERIMONT, INC., a Montana corporation, of 112 South Broadway, Manhattan, Montana, 59741, wishes to now amend the Declaration;
2. That Section 6.2 of the Declaration provides that the Declaration may be amended by a majority vote of the Parcel owners of FLINT CREEK RANCH CLUSTER;
3. That the undersigned represent Sixty-six Percent (66%), a majority percent, of the current record owners of the FLINT CREEK RANCH CLUSTER Parcels;
4. That the undersigned are entitled to make amendment to the Declaration; and
5. That if there is any inconsistency or conflict between the terms of this First Amendment and the Declaration, the terms of this First Amendment shall control.

NOW THEREFORE, the Declaration, pursuant to this First Amendment, shall be modified and amended as follows:

1. Section 1, Paragraph 1.2 shall be amended to read as follows:

Assessments. The Association shall levy and collect assessments from each Parcel Owner to meet the duties and obligations of the Association. Any such assessments or charges are a personal obligation of the Parcel Owner. Each Parcel Owner must pay all assessments to the Association when due. The Association has a right to file a lien against a Parcel for any assessments or charges that are delinquent. Until the "turn-over date," the Developer is exempt from paying assessments on Parcels still owned by the Developer. The sale of any parcel by Developer that is made solely for the purpose of obtaining financing for development, and is promptly leased back to Developer with the option to buy, shall *not* be considered a sale for purposes of levying assessments or determining the 'turn-over date', unless and until the option to purchase expires without being exercised by Developer. Following the "turn-over date" the Developer will pay assessments on all Tracts owned by the Developer.

DATED this ____ day of March, 2007.

AMERIMONT, INC.


By: Thomas H. Langel - President

STATE OF MONTANA)

: ss.

County of Gallatin)

On this 8 day of March, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Thomas Langel, known to me to be President of AMERIMONT, INC., whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

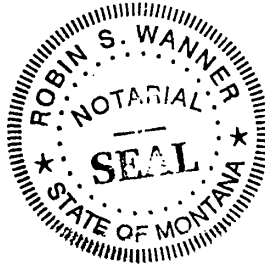
 (sign)

(print)

Notary Public for the State of Montana

Residing at: _____

My commission expires: _____



Robin S. Wanner
Notary Public for the State of Montana
Residing at Manhattan, Montana
My Commission Expires December 8, 2010