

**Return after Recording to:**

West Winds Master Homeowners' Association, Inc.  
c/o Minnick Management, Inc.  
P.O. Box 1862  
Bozeman, MT 59771

**2494460**

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Charlotte Mills - Gallatin County, MT MISC

**SUPPLEMENTAL DECLARATION TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
WEST WINDS MASTER HOMEOWNERS' ASSOCIATION, INC.**

West Winds Master Homeowners' Association, Inc. ("Association"), a Montana non-profit corporation, of P.O. Box 1862, Bozeman, MT 59771, and Mahar Montana Homes, LLC ("Mahar"), do hereby supplement the Declaration of Covenants, Conditions and Restrictions for West Winds Master Homeowners' Association, Inc., dated September 23, 2005, as Document No. 2202936 ("Covenants"), and all subsequent amendments thereto, as follows:

**1. Property Subject to this Supplemental Declaration.** The real property subject to this Supplemental Declaration shall only be that property and those lots constituting Phase 6 of West Winds Major Subdivision, Bozeman, Montana. No other phases, lots, or subdivisions situated within West Winds Major Subdivision shall be subject to the covenants, conditions or restrictions contained in this Supplemental Declaration.

**2. Inclusion of Phase 6 of West Winds Major Subdivision Within West Winds Master Homeowners' Association, Inc.** The property which is the subject of this Supplemental Declaration is part of the original West Winds planned community. Therefore, by execution of this Supplemental Declaration and recording of the same in the office of the Gallatin County Clerk and Recorder, Association and Mahar agree that pursuant to Article V, Section 5.5(a) of the Covenants, Phase 6 of West Winds Major Subdivision, and each lot contained therein, is subject to the Declaration of Covenants, Conditions and Restrictions for West Winds Master Homeowners' Association, Inc., dated September 23, 2005, as Document No. 2202936, and all subsequent amendments thereto. The parties further agree that Phase 6 of West Winds Major Subdivision, and each lot contained therein, is made a part of the West Winds Master Homeowners' Association, Inc. (hereinafter referred to as the "Association").

**3. City of Bozeman Conditions of Approval for Phase 6 of West Winds Major Subdivision.** The following conditions are a condition of preliminary plat

approval as required by the Bozeman City Commission and are standards of the Bozeman Unified Development Code:

- a. Corner Lots. All dwellings on corner lots shall have the same orientation as dwellings on lots on the interior of the block. Corner lots shall have sufficient width to permit appropriate building setbacks from both streets and provide acceptable visibility for traffic safety.
- b. Private Utilities. If a utility easement is greater than the building setback required by Chapter 38, Bozeman Municipal Code, said easement shall apply.
- c. Parking Dimensions. The minimum provisions for one-stall and two-stall vehicle garages as outlined by Section 38.25.020.A, Bozeman Municipal Code shall apply.
- d. Street Frontage. All street rights-of-way contiguous to or within the proposed development site not used for street pavement, curbs, gutters, sidewalks or driveways (i.e. street boulevards) shall be landscaped, as defined by the Bozeman Municipal Code, and shall include one (1) large canopy tree for each 50 feet of total street frontage rounded to the nearest whole number. For street trees, a City of Bozeman planting permit and the location of utilities is required before any excavation begins in a City of Bozeman right-of-way. The planting hole shall be, at least, twice the diameter of the root ball, such that the root flare of the newly planted tree is visible and above ground, and there shall be a mulch ring 3 feet-4 feet in diameter around each newly planted boulevard tree.
- e. Covenants. Phase 6 of West Winds shall be subject to the existing Declaration of Covenants, Conditions and Restrictions for West Winds Master Homeowners' Association, Inc., dated September 23, 2005, as Document No. 2202936, and all subsequent amendments thereto (hereinafter collectively referred to as the "Covenants")
- f. Sidewalks. Upon the third anniversary of the plat recordation of any phase of the subdivision, any lot owner who has not constructed the required street frontage sidewalk for his or her lot shall, without further notice, construct within 30 days, said sidewalk for their lot(s), regardless of whether other improvements have been made upon the lot.
- g. Enforcement. Any covenant that is included herein as a condition of preliminary plat approval and required by the Bozeman City Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in the Covenants and the governing body of City of Bozeman.

**4. Fencing Standard for Phase 6 of West Winds Major Subdivision.**

- a. Fencing. Backyards and side yards may be fenced with wood materials. No chain link or wire fences shall be allowed. Fences shall be maintained in good condition at all times.
- b. Maximum fence height is 6'-0". No fences are allowed in required vehicle vision triangles. Rear yard fencing cannot extend past the mid-point of the residence and garage. No fences are allowed in front yards unless approved by the Architectural Review Committee.
- c. Any fence or wall constructed so as to have only one elevation "finished", which shall be defined as not having its supporting members significantly visible, shall be erected such that the finished elevation of the fence is exposed to the adjacent property and street.
- d. Fence design and location must be approved by the Architectural Review Committee. Fence designs shall be of wood construction, have a cap board, a flat top cut, 6"x 6" posts with copper post cap. Fence design shall be consistent with figure 1 below.



Figure 1 - Fence Example

IN WITNESS WHEREOF, this Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for West Winds Master Homeowners' Association, Inc. is made and executed on the 8<sup>th</sup> day of September, 2014.

**WEST WINDS MAJOR HOMEOWNERS' ASSOCIATION, INC.**

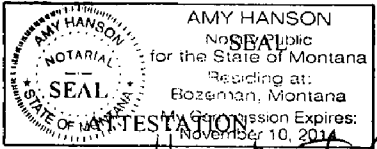
By: [Signature]

Printed Name: Jeremy Hanson

Its: Chairperson of the Board of Directors / president

STATE OF MONTANA )  
  : ss  
County of Gallatin )

On this 8<sup>th</sup> day of September, 2014, before me, a Notary Public for the State of Montana, personally appeared Jeremy Hanson, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he/she is the Chairperson for Board of Directors, for the West Winds Major Homeowners' Association, Inc. and executed the same. <sup>and president</sup>



[Signature]  
Notary Public for the State of Montana

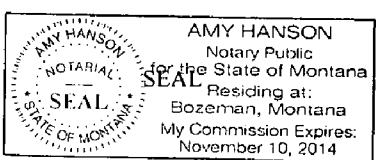
By: [Signature]

Printed Name: Heidi McFarland

Its: Secretary

STATE OF MONTANA )  
  : ss  
County of Gallatin )

On this 8<sup>th</sup> day of September, 2014, before me, a Notary Public for the State of Montana, personally appeared Heidi McFarland, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he/she is the Secretary for Board of Directors for the West Winds Major Homeowners' Association, Inc. and executed the same.



[Signature]  
Notary Public for the State of Montana

MAHAR MONTANA HOMES, LLC

By: J. M. M.  
Joe Mahar

Its: OWNER

STATE OF OREGON            )  
  : ss  
County of Jackson        )

On this 5 day of September, 2014, before me, a Notary Public for the State of Oregon, personally appeared **Joe Mahar**, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he is an authorized representative of Mahar Montana Homes, LLC and executed the same.

Lori Lynn Britton  
Notary Public for the State of Oregon  
Printed Name: LORI LYNN BRITTON  
Residing At: 954 Highbury Dr - Medford, OR 97501  
Commission Expires: 7-28-2018

SEAL

