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Tarlow, Stonecipher & Steele, PLLC
1705 West College Street
Bozeman, MT 59715-4913

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Charlotte Mills-Gallatin Co MTMISC 118.00

ASSESSMENT AGREEMENT

This Assessment Agreement (herein the "Agreement") is made and entered into as of the date set forth below, by and among Cascade Development, Inc., a Montana corporation with an address of 1627 West Main Street, Suite 223, Bozeman, Montana 59715 (herein "Cascade"), West Winds Master Homeowner's Association, Inc., a Montana non-profit association with an address of 1627 West Main Street, Suite 223, Bozeman, Montana 59715 (herein the "Association"), and BVI/HJSI Bozeman, LLC, a Florida limited liability company with an address of 5100 Southwest Macadam Avenue, Suite 360, Portland, Oregon 97239 (herein "BVI/HJSI").

RECITALS

WHEREAS, the Association is the party charged with maintaining and otherwise managing the common areas depicted on the recorded plats of the West Winds Community Planned Unit Development and Major Subdivision (herein "West Winds"), pursuant to Articles 7.01 and 7.02 of the Declaration of Covenants, Conditions, and Restrictions recorded on September 23, 2005, as Document No. 2202936 in the office of the Gallatin County Clerk and Recorder, Gallatin County, Montana, as amended, (herein the "Covenants");

WHEREAS, pursuant to the Covenants, the Association is responsible for maintenance of the common areas depicted on the recorded plats of West Winds, which include, but are not limited to the subdivision streets dedicated to the public, trails, drives, and storm water facilities (herein "Common Areas"), and the public West Winds

Park, which is depicted on Exhibit "A" attached hereto. The Association's maintenance obligations for the Common Areas and the West Winds Park include maintenance of all landscaping, walkways, riding/walking paths, park facilities, park fixtures, and trails, until such time as the City of Bozeman establishes a park maintenance district or similar form of funding;

WHEREAS, the Association has the ability to levy and collect assessments against lots in West Winds to fund its maintenance obligations;

WHEREAS, Cascade has, pursuant to its authority under Article 17.7 of the Covenants, withdrawn and released the following-described real property from the Covenants:

West Winds Phase 3

Parcel I of the Amended Plat of Lots 1 and 2, Block 2, West Winds Phase 3 Major Subdivision to the City of Bozeman, Gallatin County, Montana [Plat Reference:J-458-A]

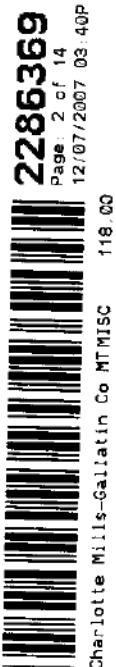
West Winds Phase 4

Beginning at the west quarter corner of Section 2, Township 2 South, Range 5 East, Principle Meridian Montana, being the true point of beginning; Thence, along the west line of said section 2, North 01°35'22" East, 700.37 feet; Thence, North 89°42'52" East, 889.88 feet; Thence, South 00°17'08" East, 700.00 feet, to the east-west mid section line of said section 2; Thence, along the east-west mid section line of said section, South 89°42'52" West, 912.79 feet, to the point of beginning, containing 14.484 acres.

West Winds Phase 5

Commencing at the West Quarter Corner of Section 2, Township 2 South, Range 5 East, P.M.M., along the East right-of-way of Davis Lane, North 01°35'22" East, a distance of 700.37 feet;
Thence, North 89°42'52" East, a distance of 50.03 feet, to the True Point of Beginning;

Thence, North 01°35'22" East, a distance of 338.90 feet;
Thence, North 90°00'00" East, a distance of 751.57 feet;
Thence, North 13°15'34" West, a distance of 61.64 feet;
Thence, North 90°00'00" East, a distance of 146.74 feet to a point of curvature concave northerly;



Thence, along said curve to the left, having an arc length of 93.59 feet, a radius of 330.00 feet, a central angle of 16°14'59" and a chord bearing North 81°52'31" East, 93.28 feet;
Thence, North 73°45'01" East, a distance of 164.16 feet;
Thence, South 21°21'34" East, a distance of 375.89 feet;
Thence, South 68°27'39" West, a distance of 191.63 feet to a point of curvature concave northerly;
Thence along said curve to the right, having an arc length of 174.34 feet, a radius of 470.00 feet, a central angle of 21°15'13" and a chord bearing North 79°05'15" East, 173.35 feet;
Thence, South 89°42'52" West, a distance of 931.97 feet to the point of beginning, containing 10.015 acres.

(herein the "Senior Living Area");

WHEREAS, the Senior Living Area includes the following-described real property owned by BVI/HJSI:

Parcel I of the Amended Plat of Lots 1 and 2, Block 2, West Winds Phase 3 Major Subdivision to the City of Bozeman, Gallatin County, Montana [Plat Reference:J-458-A]

(herein the "BVI/HJSI Property");

WHEREAS, Cascade owns the real property comprising the Senior Living Area, with the exception of the BVI/HJSI Property (herein the "Cascade Property");

WHEREAS, in consideration of Cascade's withdrawal and removal of the Senior Living Area from the Covenants, and in further consideration of the continued use of the Common Areas and West Winds Park by Cascade, BVI/HJSI, and their successors, assigns, invitees and occupants, Cascade and BVI/HJSI have agreed to pay certain assessments to the Association for maintenance of the Common Areas and the West Winds Park;

WHEREAS, the Association, Cascade and BVI/HJSI desire to set forth the terms of their agreement relating to Common Areas and West Winds Park maintenance assessments in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and consideration contained herein, the parties agree as follows:



AGREEMENT

1. **INCORPORATION OF RECITALS.** The parties to this Agreement acknowledge and agree that the Recitals section of this Agreement constitutes an integral and material part of this Agreement and that the Recitals section shall be incorporated as though fully set forth herein.

2. **MAINTENANCE OBLIGATIONS.** The Association shall maintain and otherwise manage the Common Areas and West Winds Park, including, but not limited to any landscaping, walkways, riding / walking paths, park fixtures, trails, and all park facilities at the West Winds Park. The Association shall use a reasonable standard of care in providing for the repair, management and maintenance of the Common Areas and West Winds Park so that each reflects pride of ownership. The Association shall be responsible for control of state and county declared noxious weeds in the Common Areas and West Winds Park, open space, community areas, trails and roadways. The Association's Board of Directors may contract with others for the performance of its maintenance obligations. The Association's Board of Directors may, in the discretion of the Board:

- a. Construct, reconstruct, repair, replace or refinish any improvement or portion thereof upon the Common Areas or West Winds Park;
- b. Replace injured and diseased trees and other vegetation in any Common Areas or West Winds Park;
- c. Place and maintain upon any Common Areas or West Winds Park such signs as the Association's Board of Directors may deem appropriate for the proper identification, use and regulation thereof; and
- d. Do all such other and further acts that the Association's Board of Directors deems necessary or appropriate to preserve and protect the Common Areas and West Winds Park.

3. PAYMENT OF ASSESSMENTS.

- a. **Cascade.** Cascade hereby agrees to pay the Association its pro rata share of all annual and special Common Areas and West Winds Park maintenance assessments levied against the Cascade Property, which pro rata share shall be determined as provided in the Covenants.
- b. **BVI/HJSI.** BVI/HJSI hereby agrees to pay the Association its pro rata share of all annual and special Common Areas and West Winds Park maintenance assessments, which pro rata share shall be \$10.00 per calendar quarter, per each unit of BVI/HJSI's 126 unit senior living community (herein "BVI/HJSI's Pro Rata Share"). In the event any portion of the BVI/HJSI Property is ever further subdivided or condominiumized, or if the senior living community

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constructed on the BVI/HJSI Property is expanded to include more units, BVI/HJSI's Pro Rata Share for Common Areas and West Winds Park maintenance assessments will be adjusted accordingly.

i. Each of Cascade and BVI/HJSI shall pay its respective Pro Rata Share of Common Areas and West Winds Park maintenance assessments to the Association in such manner and on such dates as the Association's Board of Directors may establish. The Association shall provide Cascade and BVI/HJSI with the annual budget containing the estimated annual Common Areas and West Winds Park maintenance expenses, and any special Common Areas and West Winds Park maintenance assessments approved for the forthcoming year.

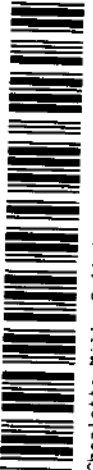
ii. In the event either Cascade or BVI/HJSI fails to pay its respective Pro Rata Share of Common Areas and West Winds Park maintenance assessments when due and after appropriate notice of the delinquency, the Association shall have the right to lien the Cascade Property or the BVI/HJSI Property to secure payment of delinquent Common Areas or West Winds Park maintenance assessments, as well as interest accruing thereon, subject to the limitations of Montana law, late charges, and costs of collections (including attorney's fees). Such liens shall be superior to all other liens except:

1. The liens of all taxes, bonds, assessments and other levies that by law would be superior; and
2. The lien or charge of any first mortgage of record at the time such lien attaches (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value.

iii. The Association's lien for delinquent Common Areas and West Winds Park maintenance assessments may be enforced by judicial foreclosure and, to the extent allowable under Montana law, Cascade and BVI/HJSI hereby waive, for themselves and their heirs, successors and assigns any homestead exemption and other exemptions from execution exercisable in such a foreclosure proceeding.

iv. Cascade's and BVI/HJSI's respective obligations for payment of Common Areas and West Winds Park maintenance assessments under this Agreement shall terminate or shall be reduced accordingly upon the City of Bozeman's establishment of a park maintenance district, lighting special improvement district, other special improvement district or similar form of funding to maintain and manage the Common Areas or West Winds Park.

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4. GOVERNING LAW; VENUE. The Agreement shall be governed by and construed in accordance with the laws of the state of Montana and any dispute regarding the interpretation or enforcement of it shall be in the District Court of Gallatin County, Montana.

5. NOTICE. Any notice required to be given under this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given if delivered by: (i) hand delivery; (ii) facsimile (with written confirmation of receipt); or (iii) by commercial overnight delivery service, the day following deposit with the overnight courier addressed as follows:

If to Cascade Development, Inc.:

1627 West Main Street, Suite 223
Bozeman, MT 59715

If to Association:

c/o Cascade Development, Inc.
1627 West Main Street, Suite 223
Bozeman, MT 59715

If to BVI/HJSI Bozeman, LLC:

5100 SW Macadam Avenue, Suite 360
Portland, OR 97239

6. COUNTERPARTS. It is agreed that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original document, but all of which together shall consist of one original.

7. ASSIGNMENT; BINDING EFFECT. The parties' respective rights and obligations under this agreement may not be assigned or delegated without the written consent of the other parties; except, however, the payment obligations of Cascade and BVI/HJSI shall be automatically assigned to and assumed by any successor in interest of the Cascade Property and BVI/HJSI Property upon transfer thereof, and the Association may contract with third parties to furnish maintenance services to satisfy its obligations under this Agreement. This Agreement shall be binding upon the successors and assigns of each of the parties.

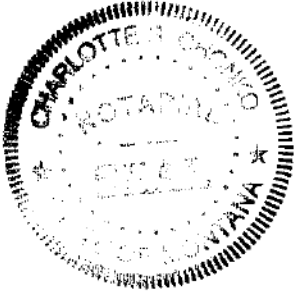


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CASCADE DEVELOPMENT, INC.

By: *John Dunlap*
John Dunlap, its President

State of Montana)
 ss.
County of Gallatin)

This instrument was acknowledged before me on the 7th day of December,
2007, by John Dunlap as President of Cascade Development, Inc.



Charlotte S. Chankis
Notary Public for the State of Montana
Printed Name: Charlotte S. Chankis
Residing at: Bozeman, MT
My Commission expires: 01-02-2011

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CASCADE DEVELOPMENT, INC.,
acting on behalf of the West Winds Master
Homeowner's Association, Inc.

By: *John Dunlap*
John Dunlap, its President,

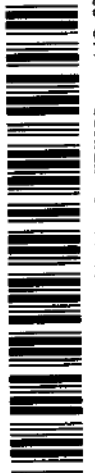
State of Montana)
 ss.
County of Gallatin)

This instrument was acknowledged before me on the 7th day of December,
2007, by John Dunlap as President of Cascade Development, Inc., acting on behalf of
the West Winds Master Homeowner's Association, Inc.



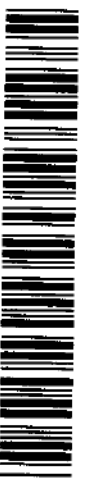
Charlotte S. Chonko
Notary Public for the State of Montana
Printed Name: Charlotte S. Chonko
Residing at: Bozeman, MT
My Commission expires: 01-02-2011

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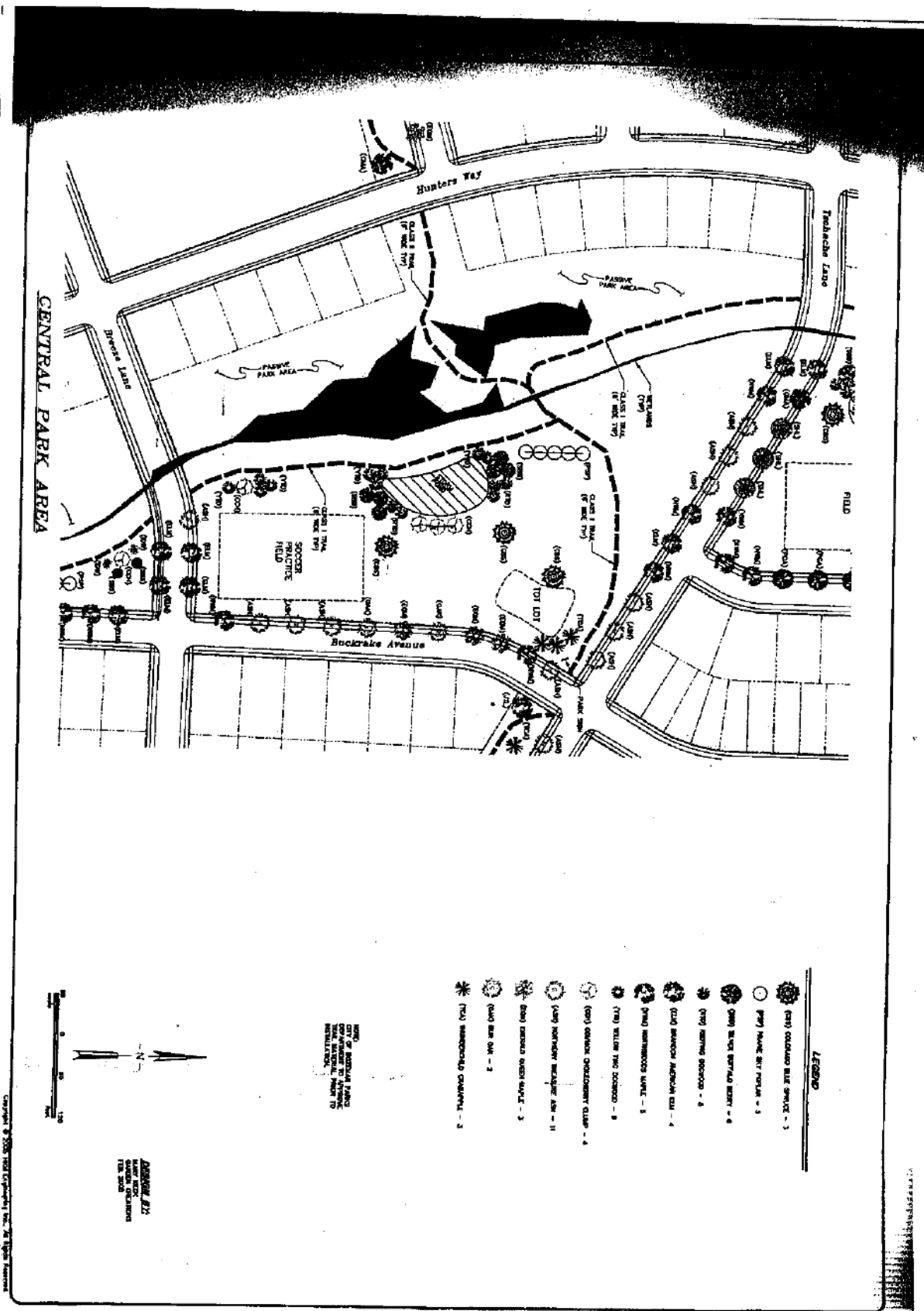


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HWA
 ENGINEERING

HWA Engineering Inc.
 McCleskey Professional Bldg.
 601 Nikes Dr., Suite 2
 Bozeman, MT 59716
 (406) 586-8834
 FAX (406) 586-1730

Project: 045007.110 • Rev: Major-Interior-Park.rvt • Date: MAR 01 2008 • Drawn: SE • Checked: DE • Approved:

WEST WINDS PLANNED COMMUNITY
BOZEMAN, MT

WEST WINDS COMMUNITY PARK
CENTRAL PARK AREA (PHASE 2)

No.	Revised	By	Date

