

After Recording Return to:  
Drysdale, McLean & Willett, PLLP  
2066 Stadium Drive, Suite 101  
Bozeman, MT 59715

PLATTED

**2519990**

Page: 1 of 6 07/31/2015 01:31:46 PM Fee: \$42.00  
Charlotte Mills - Gallatin County, MT MISC



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

The undersigned, acting on behalf of Guinness Partners, LLC, being the successor Declarant, comes now and hereby amends and supplements the Declaration of Covenants and Restrictions and Design Guidelines attached thereto, collectively recorded September 12, 2007, in the office of the Gallatin County Clerk and Recorder as Document Number 2278593, as amended by the First Amendment to the Declaration of Covenants and Restrictions recorded June 29, 2012, in the office of the Gallatin County Clerk and Recorder as Document Number 2419455, and as amended by the Second Amendment to the Declaration of Covenants and Restrictions recorded January 30, 2014, in the office of the Gallatin County Clerk and Recorder as Document Number 2473558, and as amended by the Third Amendment to the Declaration of Covenants and Restrictions recorded August 12, 2014, in the office of the Gallatin County Clerk and Recorder as Document Number 2488946 (collectively referred to herein as the "Declaration").

The Declaration is amendable pursuant to its provisions, specifically Section 10, which provides the Declarant with the unilateral right to amend the Declaration, since the Subdivision has not been released to the Homeowner's Association. Additionally the Declaration shall be supplemented pursuant to Sections 2.4.1 and 2.4.2 of the Declaration, which provides, *inter alia*, the Declarant, its successor and assigns with the unilateral right to bring additional properties in future states of development, which are contiguous to the property described in Section 2.4 of the Declaration. Therefore, the following Amendments and Supplements shall be incorporated into said Declaration of Covenants and Restrictions and are hereby made integral provisions of said Declaration, its Exhibits, and any Addendums and/or Amendments thereto:

**Amendment I.** Section 1.11 of the Declaration shall be deleted in its entirety and replaced with the following:

**1.11 Declarant:** shall mean the successor developer, Guinness Partners, Inc., a Montana corporation of 101 E. Front Street, Suite 304, P.O. Box 9079, Missoula, Montana 59807.

**Amendment II.** Section 2.4 of the Declaration shall be supplemented to include the following:

**2.4 Ownership and Location.** In addition to the real property set forth in the Declaration as the planned subdivision known as The Legends at Bridger Creek II Subdivision Phase I located in Gallatin County and designated on the official plat on file and of record with the Clerk and Recorder of Gallatin County, recorded on September 12, 2007 as Document Number 2278586, and designated as Plat J-470 and The Legends at Bridger Creek II Subdivision Phase II located in Gallatin County and designated on the official plat on file and of record with the Clerk and Recorder of Gallatin County,

recorded on January 30, 2014 as Document Number 2473555, and designated as Plat J-516 the following additional real property shall be brought within the scheme of the Declaration and be administered under the provisions of the Declaration, specifically including without limiting the Homeowners' Association, as if such additional property and the original property are single and unified under the same conditions and restrictions for the purpose of merging The Legends at Bridger Creek II, Phase I, The Legends at Bridger Creek II, Phase II and The Legends at Bridger Creek II, Phase III:

Lot 69, Lot 70 and Lot R of the Legends at Bridger Creek II Subdivision, Phase II, Plat J-516, situated in Section 32, Township 1 South, Range 6 East, P.M.M., City of Bozeman, Gallatin County, Montana (referred herein as "Phase III").

The owners of lots within Phase III shall be members of The Legends at Bridger Creek II Homeowners Association, Inc. and shall be governed by the Declaration and the Bylaws recorded September 12, 2007 as Document Number 2278593, as amended by Document Number 2419455, Document Number 2473558, Document Number 2488946, and as further amended herein.

**Amendment III.** Section 3.2 of the Declaration, First Amendment, Second Amendment and Third Amendment thereto shall be amended to update the Declarant (prior to transfer of ownership and control to the Homeowners' Association) to: Guinness Partners, Inc., Attn: James P. McLeod, P.O. Box 9079, Missoula, MT 59807. Owners shall send payment for Homeowners' Association assessments to:

Guinness Partners, Inc.  
c/o Luna Properties  
40 E. Main Street, Suite 210  
Bozeman, MT 59715-6147

**Amendment IV.** The following shall be a global amendment to the Declaration, but shall specifically apply to Section 6 Common Area and Open Space: there shall be no reference to "dedicated" open space or Public Park, rather, if the areas designated as such on the preliminary plat are to be common open space owned by the Homeowners Association or a park owned by the Homeowners Association, or a combination thereof, they shall be designated as common open space owned by the Homeowners Association. Homeowners Association documents and park master plan must specifically designate them as common open space owned by the Homeowners Association or a park owned by the Homeowners Association, or a combination thereof. The definition for "parks" shall not include reference to any lands being conveyed to the City of Bozeman or reference to "Public Park", unless public parkland is being dedicated with this major subdivision.

**Amendment V.** The following language shall be added to Section 6.2.2 of the Declaration:

**6.2.2 Maintenance Responsibility of Common Areas.** Ownership of all common open space areas and trails, and responsibility of maintenance thereof and for city assessments levied on the common open space lands shall be that of the Homeowners Association. Maintenance responsibility shall include, in addition to the common open space and trails, all vegetative ground cover, boulevard trees and irrigation systems in the public right-of-way boulevard strips along all external perimeter development streets and as adjacent to parks or other common open space areas. All areas within the subdivision that are designated herein as common open space including trails are for the use and enjoyment by residents of the development and the general public. The Homeowners Association shall be responsible for levying annual assessments to provide for the maintenance, repair, and upkeep of all common open space areas and trails. At the same time of recording the final plat for each phase of the subdivision the Declarant shall transfer ownership of all common open space areas within each phase to the Homeowners

Association created by the Declarant to maintain all common open space areas within Legends at Bridger Creek II, all phases.

Since Lot Owners of property within Phase III are hereby annexed by the Declarant and therefore integrated and subject to all the terms and conditions of the Declaration, Phase III Lot Owners shall contribute to the maintenance and upkeep of parks and publicly accessible open space lands as required by and as set forth in the Declaration.

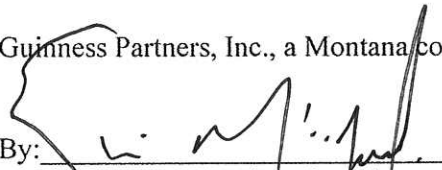
The method of contribution to the Legends at Bridger Creek II Homeowners Association shall be by assessment and each Owner shall be bound to contribute to the maintenance and upkeep of dedicated parks and publicly accessible open space lands as required by the agreement between the Declarant and the Homeowners Association for assessments. The provisions for fulfilling this condition shall be considered required by the City Commission pursuant to 38.38.030.A.5, BMC.

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 21 day of July, 2015.

DECLARANT:

Guinness Partners, Inc., a Montana corporation

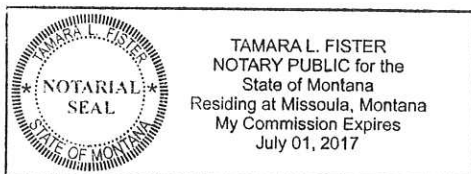
By: 

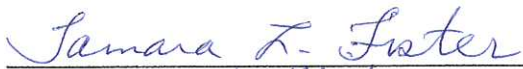
James P. McLeod, Its President and Authorized Agent

STATE OF MONTANA )  
 ) :ss.  
County of Missoula )

On the 21<sup>st</sup> day of July, 2015, before me, the undersigned, a Notary Public in and for the State of Montana, 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.



  
\_\_\_\_\_  
Tamara L. Fister  
Notary Public for the State of Montana  
Residing at: Missoula  
My Commission expires: July 1, 2017

**AMENDMENT TO DESIGN GUIDELINES FOR  
LEGENDS AT BRIDGER CREEK II SUBDIVISION**

**Amendment I.** The finished floor elevations for Subdivision Lots in Legends at Bridger Creek II as specified on Page 96 of the Design Guidelines shall be amended as they pertain to Lots 69A, 70A and 72 through 122 to be as set forth on Exhibit A attached hereto and incorporated by this reference.

## LEGENDS AT BRIDGER CREEK II - PHASE III

### Design Finished Floor Elevations for Subdivision Lots

LOT	DESIGN MINIMUM FINISHED GROUND ELEVATION	DESIGN MAXIMUM FINISHED GROUND ELEVATION	DESIGN MEAN FINISHED GROUND ELEVATION	DESIGN MINIMUM FINISHED FLOOR ELEVATION*
69A	4741.4	4743.8	4742.7	4743.5
70A	4741.9	4744.7	4743.0	4743.8
72	4743.2	4746.4	4744.8	4745.5
73	4744.7	4747.6	4746.2	4747.0
74	4746.5	4749.0	4747.8	4748.6
75	4745.9	4749.5	4747.7	4748.4
76	4743.2	4746.5	4745.0	4745.8
77	4743.4	4746.4	4744.7	4745.5
78	4744.4	4748.1	4746.2	4747.0
79	4745.2	4749.2	4747.4	4748.2
80	4747.5	4750.8	4749.4	4750.1
81	4750.3	4751.5	4750.8	4751.6
82	4750.0	4751.5	4750.9	4751.6
83	4749.4	4751.4	4750.4	4751.2
84	4749.0	4750.8	4749.8	4750.5
85	4749.9	4752.2	4751.0	4751.7
86	4750.8	4753.1	4751.9	4752.6
87	4751.4	4753.8	4752.4	4753.1
88	4750.9	4753.8	4752.1	4752.8
89	4753.0	4755.0	4753.9	4754.7
90	4753.0	4755.0	4754.1	4754.9
91	4752.1	4754.7	4753.4	4754.2
92	4751.5	4753.9	4752.6	4753.4
93	4752.8	4755.6	4754.2	4754.9
94	4753.9	4756.6	4755.2	4756.0
95	4754.7	4756.7	4755.7	4756.4
96	4753.9	4756.6	4755.2	4755.9
97	4756.0	4757.5	4756.8	4757.5
98	4756.6	4757.6	4757.1	4757.8
99	4755.6	4757.6	4756.7	4757.4
100	4754.8	4757.2	4756.0	4756.7

## LEGENDS AT BRIDGER CREEK II - PHASE III

### Design Finished Floor Elevations for Subdivision Lots

LOT	DESIGN MINIMUM FINISHED GROUND ELEVATION	DESIGN MAXIMUM FINISHED GROUND ELEVATION	DESIGN MEAN FINISHED GROUND ELEVATION	DESIGN MINIMUM FINISHED FLOOR ELEVATION*
101	4756.2	4758.8	4757.5	4758.3
102	4757.0	4759.3	4758.1	4758.8
103	4757.5	4759.3	4758.4	4759.1
104	4756.9	4759.1	4757.9	4758.7
105	4758.4	4759.5	4759.0	4759.7
106	4759.2	4759.9	4759.4	4760.2
107	4758.6	4760.3	4759.5	4760.3
108	4758.8	4761.5	4760.0	4760.8
109	4759.4	4762.6	4760.7	4761.5
110	4748.0	4749.6	4748.9	4749.6
111	4749.2	4750.4	4749.8	4750.5
112	4750.0	4751.2	4750.5	4751.3
113	4750.8	4752.3	4751.6	4752.3
114	4751.8	4753.2	4752.5	4753.2
115	4752.6	4754.2	4753.3	4754.1
116	4753.7	4755.6	4754.6	4755.3
117	4754.3	4756.4	4755.6	4756.4
118	4756.2	4758.8	4757.1	4757.8
119	4756.5	4759.7	4757.8	4758.6
120	4757.0	4760.0	4758.9	4759.6
121	4759.4	4761.7	4760.4	4761.1
122	4758.8	4762.3	4760.7	4761.5

\*Design minimum finished floor elevation is equal to design mean finished ground elevation plus 0.75 feet.

*i.e. ⇒ Design Mean Finished Ground Elevation + 0.75 ft  
= Design Minimum Finished Floor Elevation*

*e.g. (Lot 120) ⇒ (4758.9 ft) + (0.75 ft) = 4759.6 ft*

*Lot 120 Design Minimum Finished Floor Elevation = 4759.6 ft*