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Crossroads Commercial Center At Mountain View Meadows

Covenants, Conditions and Restrictions

August 28, 2012

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CROSSROADS COMMERCIAL CENTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS CROSSROADS COMMERCIAL CENTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("CC& R's") is made and entered into this ____ day of _____, 2012, by MOUNTAIN VIEW MEADOWS, LLC, dba R and D PARTNERS LLC a Montana limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the owner of real property located in Lewis and Clark County, Montana known as the Crossroads Commercial Center at Mountain View Meadows described on Exhibit A ("The Plat"); and,

WHEREAS, Declarant desires to create an integrated office and retail sales development at the Crossroads Commercial Center at Mountain View Meadows;

NOW, THEREFORE, Declarant does hereby publish and declare that the Crossroads Commercial Center at Mountain View Meadows is, and shall be, subject to this Declaration of Covenants, Conditions and Restrictions which shall run with the land and shall be a burden and benefit to the Crossroads Commercial Center's Declarant and Declarant's successors, the Association, the Members and their successors, and all parties having any right, title, or interest in the land or any part thereof, their heirs, successors and assigns, all for the purposes set forth in Article II of this Declaration of Covenants, Conditions and Restrictions.

1. ARTICLE I. DEFINITIONS

The following terms are defined for purposes of this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation.

1.1. Actions of the Members

Actions of the Members are defined as follows:

- A. A "Meeting Action of the Members" is a majority of Member Votes at a duly called Annual or Special Meeting of the Members at which a quorum of twenty-five percent (25%) members are present.
- B. A "Majority Action of the Members" requires more than fifty percent (50%) of Member Votes.
- C. A "Super Majority Action of the Members" requires: (1) after one Fee Parcel has been sold by the Declarant, but not more than eighty percent (80%) of the Fee Parcels have been sold by the Declarant, the Declarant shall have the ability to change the Covenants, By-Laws, and Articles of Incorporation. Once eighty one (81%) percent of the Fee Parcels have been sold, then all

owners of Fee Parcels shall have a vote as set forth herein. Such Amendments shall be in recordable form, signed by the Super Majority Members, each of whose signatures shall be notarized. Such amendments shall only become effective upon filing of such amendment with the Office of the Lewis and Clark County Clerk and Recorder, Lewis and Clark County, Montana.

1.2. *Articles of Incorporation*

The “Articles of Incorporation” are the Articles of Incorporation of Crossroads Commercial Center Owners Association.

1.3. *Association*

The “Association” is Crossroads Commercial Center Owner’s Association, Inc., a Montana nonprofit corporation.

1.4. *Board of Directors*

The “Board of Directors” is the Board of Directors of the Association.

1.5. *Declarant*

The “Declarant” is MOUNTAIN VIEW MEADOWS, LLC, dba R and D Partner LLC, a Montana limited liability company.

1.6. *Declaration of Covenants, Conditions and Restrictions*

The “Declaration of Covenants, Conditions and Restrictions” is the Crossroads Commercial Center Declaration of Covenants, Conditions and Restrictions.

1.7. *Design Review Manual*

The “Design Review Manual” is the Design Review Manual maintained at the office which is listed with the Montana Secretary of State as the Association’s principal office.

1.8. *Fee Parcels*

Fee Parcel means the Parcels listed in Exhibit A “Plat Exhibit” owned in fee simple absolute.

1.9. *Member*

A “Member” is a Member of the Commercial Owner’s Association who is an owner of record of a Fee Parcel(s).

1.10. Member Vote

A “Member Vote” is one vote for each one-quarter (1/4) acre of Fee Parcel Interest Land owned by a Member with respect to all Member Actions to be taken by a vote of the Members in accordance with this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation. Acreage will be rounded down up to the nearest ¼- acre.

1.11. Person

“Person” means a natural person, a firm, association, corporation, trust, organization, partnership or company.

1.12. Plat

“Plat” means the Official Plat of the Crossroads Commercial Center as filed in the Office of the Clerk of Lewis and Clark County, Montana as COS 3226447, filed 8/21/2012.

1.13. Crossroads Commercial Center Property Categories

1.13.1. Owner’s Association Property

The “Owner’s Association Property” is the real property located in Lewis and Clark County, Montana, owned by the Crossroads Commercial Center Owner’s Association in fee simple.

1.13.2. Member’s Fee Parcel

The “Member’s Fee Parcel” is an individually-owned parcel(s) of fee land depicted on the Plat.

1.13.3. Crossroads Commercial Center

The “Crossroads Commercial Center” includes the Owner’s Association Property and the lands encompassed by Member’s Fee Parcels.

1.14. Crossroads Commercial Center Owner’s Association, Inc

The “Crossroads Commercial Center” Owner’s Association is a Montana nonprofit corporation pursuant to its Articles of Incorporation dated 8/27/2012 and filed for record in the office of the Secretary of State, State of Montana on 8/27/2012.

1.15. Montana Nonprofit Corporation Act

The “Montana Nonprofit Corporation Act” means Montana Statutes Title 35, as they may be amended.

2. ARTICLE II. PURPOSES

The Crossroads Commercial Center shall be owned, managed and used to achieve the following purposes of this Declaration of Covenants, Conditions and Restrictions all for the benefit of the Members, now and in the future:

- ❖ So that all Member's investments will be protected to the greatest degree possible; and not otherwise impaired by other Parcel's improvements.
- ❖ So that each Member maintains maximum flexibility to develop his land(s) as long as they are planned and designed within the intent of the Crossroads Commercial Center Design Guidelines (attached).
- ❖ So that the improvements a Members desires to make are evaluated fairly, reasonably, consistently and in a timely fashion.
- ❖ So that the Association owned fee lands, signage and other amenities be maintained in perpetuity by the Association.

3. ARTICLE III. AMENDMENT OF DECLARATION OF PRESERVATION COVENANTS

- A. After one (1) Fee Parcel has been sold by Declarant, but not more than eighty-percent (80%) of the overall acreage of Fee Parcels have been sold by Declarant, this Declaration of Covenants, Conditions and restrictions may be amended only by the Declarant. When a total of eighty-one percent (81%) of the acreage of Fee Parcels have been sold by Declarant, this Declaration of Covenants, Conditions and Restrictions may only be amended by a Super Majority Action of the Members. Such amendments shall be in recordable form, signed by the Super Majority Members, each of whose signatures shall be notarized. Such amendments shall only become effective upon filing of such amendments with the Office of the Lewis and Clark County Clerk, Lewis and Clark County, Montana.
- B. This Declaration of Covenants, Conditions and Restrictions may not be amended in a manner that would deprive any Member of legal ingress and egress to that Member's Fee Parcel or Owner's Association Parcels of Lands.
- C. This Declaration of Covenants, Conditions and Restrictions may not be amended to reduce the number acres of land, to impose any additional obligations on Declarant or to reduce, diminish or restrict Declarant's rights under this Declaration of Covenants, Conditions and Restrictions without the express written consent of Declarant, in recordable form, filed in the Office of the County Clerk, Lewis and Clark County, Montana.

- D. This Declaration Covenants, Conditions and Restrictions has been reviewed by the City of Helena with the understanding that amendments made pursuant to this Article III shall not require the approval of the City of Helena.
- E. This Declaration of Covenants, Conditions and Restrictions may not be amended in a manner which is inconsistent with the Mandatory Covenants on attached Exhibit "C".

4. ARTICLE IV. CROSSROADS COMMERCIAL CENTER OWNER'S ASSOCIATION, INC.

4.1. Organization

The Crossroads Commercial Center Owner's Association, Inc. is a Montana nonprofit corporation, organized under the Montana Nonprofit Corporation Act for the following purposes:

- A. To own the Fee Association Property and to manage and maintain these lands for the benefit of the Members in accordance with this Declaration Covenants, Conditions and Restrictions.
- B. To implement and enforce this Declaration of Covenants, Conditions and Restrictions for the benefit of the Members.
- C. To exercise the Association's corporate powers in accordance with and as limited by the Montana Nonprofit Corporation Act and the Articles of Incorporation for the benefit of the Members.

4.2. Governing Authority

The Commercial Owner's Association (here after Association) shall have the right to address, plan for, provide services for, and manage, for the benefit of the Members, any item in order to achieve the Purposes outlined in Article II of this Declaration of Covenants, Conditions and Restrictions. This authority shall extend to any item(s) supplemented and/or amended from time to time in the future by the Board of Directors in order to implement and enforce their provisions, policies and terms.

4.3. Membership

The Commercial Owner's Association is a membership association without certificates or shares of stock. The Association are those persons, including Declarant, who are the owners of the Fee Parcels included in Exhibit A "Plat Exhibit." An owner of a Fee Parcel may not resign as a Member. Membership in the Association is appurtenant to the Association Fee Interests and may not be separated from the Fee Parcel Interests. Membership in the Association shall automatically terminate

when a Member ceases to be an owner of a Fee Parcel and associated Association Fee Parcels.

4.4. *Members Subject to Articles of Incorporation*

Every Member is subject to the Articles of Incorporation.

4.5. *Member Votes*

There shall be one member vote for each acre of Fee Parcel Land. No votes are to be placed for lands in Association ownership. In all Actions of the Members, each Member is entitled to one Member Vote for each $\frac{1}{4}$ acre of Fee Parcel lands that is owned by the Member.

4.6. *Amendment of the Articles of Incorporation*

The Articles of Incorporation may be amended pursuant to Montana Statue except, however, no amendment which is inconsistent with this Declaration of Covenants, Conditions and Restrictions is permitted unless this Declaration of Covenants, Conditions and Restrictions is also similarly amended in accordance with Article III of this Declaration of Covenants, Conditions and Restrictions.

5. ARTICLE V. CONDITIONS AND RESTRICTIONS

5.1. *Subdivision*

- A. Owner's Association Property shall not be divided, subdivided, parceled or partitioned in any manner.
- B. Owner's fee parcels may be further subdivided with the written permission of the Declarant; however, their fee parcel may not be rezoned for a different land use without the permission of the Association requiring a Super Majority Action of the Members.

5.2. *Roads*

- A. All Roads shall be as defined on the "Plat" and located within the Public Right-of-Way as described on the PLAT OF CROSSROADS COMMERCIAL CENTER AT MOUNTAIN VIEW MEADOWS.
- B. All Roads are public and shall be maintained by the City of Helena, Montana.
- C. All Roads shall be built and maintained in accordance to City of Helena, Montana standards.
- D. Private access drives built on a fee parcel are subject to the review process outlined in the Design Review Manual and the City of Helena Building Codes and other regulations.

5.3. *Utilities for Member's Fee Parcels*

Natural Gas, Electrical Power and telecommunication service shall be provided by Declarant within all Road rights-of-way that are indicated on the Plat. All utilities shall be underground with the exception of electrical transmission lines.

5.4. *Refuse*

Refuse, garbage and trash outdoors shall be kept at all times in covered, animal-resistant containers, and such containers shall be kept within an enclosed structure. Any service areas or temporary storage shall be appropriately screened from view. No lumber, scraps, building material refuse, junk or trash shall be kept, stored or allowed to accumulate on or around any Member's Fee Parcel.

5.5. *Surface Water Rights*

No surface Water Rights exist on the property.

5.6. *Sand and Gravel Resources*

No mining or extraction of sand and gravel is permitted except by the Declarant and (2) as may be required to build approved structures.

5.7. *Maintenance Obligations*

Each Fee Parcel Owner or their Lessee shall, except as hereinafter provided, maintain its Fee Parcel and Buildings at all times in good and clean condition and repair, said maintenance to include, without limitation, the following:

- A. Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed, or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary, to maintain clearly visible parking stall and traffic control lines.
- B. Removing all papers, debris, filth or refuse from the Parcel.
- C. Keep all paved surfaces free from ice and snow.
- D. Painting, maintaining, repairing, replacing and repainting, as and when necessary, all directional signs, markers, striping and pedestrian crossings upon or within the Parcel.
- E. Painting and repairing when necessary all building facades and roof and other associated structural elements in good repair and condition.

- F. Operating, maintaining, repairing and replacing, when necessary, all exterior lighting, including, but not limited to, fixtures, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks and contacts.
- G. Maintaining and watering all landscaped areas; maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; replacing shrubs, mulch and other landscaping as necessary. In addition, all lawn areas are to be mowed on a regular basis and planting beds are to be weed free.
- H. Maintaining, repairing and replacing, when necessary, all walls, fences, and service areas.
- I. Maintaining, repairing and replacing, when necessary, all storm drains, sewers and other utilities not dedicated to the public or conveyed to any public or private utility.
- J. Maintaining reasonable commercial general liability insurance coverage.

5.8. *Domestic Pets and Livestock*

- A. All animals must be kept in a manner consistent with the Declaration of Covenants, Conditions and Restrictions.
- B. Members may keep companion domesticated pets on Member's Fee Parcels, of a type normally kept and maintained indoors. All pets shall be controlled and restrained to prevent interference with the public, road rights of ways and Association owned lands.
- C. Permission to keep any animal may be withdrawn by the Association if an animal becomes a nuisance to wildlife, property, other Members, the public, or contractors.
- D. Commercial livestock production or temporary holding is prohibited.

5.9. *Off Road Vehicles*

No snowmobiles, ATVs, or other motorized off-road vehicles may be used at any time on at Crossroads Commercial Center except (1) for occasion construction work; or (2) as may be required to maintain the Fee Parcel.

6. ARTICLE VI. EASEMENTS

6.1. Road and Trail Easements

Declarant hereby grants, for the benefit of the Members, a non-exclusive easement, to the Association Fee Parcel Interests, Roads, Trails and Opens Spaces.

6.2. Emergency Access Easement

Declarant hereby grants a non-exclusive license for emergency ingress and egress over and across all Community Roads to all police, sheriff, fire protection, ambulance and other emergency agencies and personnel for the purpose of carrying out their public duties.

7. ARTICLE VII. INTERPRETATION OF THIS DECLARATION OF PRESERVATION COVENANTS

The provisions of this Declaration of Covenants, Conditions and Restrictions shall be liberally construed to effectuate its purposes. Except for judicial construction, Declarant shall, until the sale of eighty percent (80%) of the Commercial Center acreage, have the exclusive right to construe and interpret the provisions of this Declaration of Covenants, Conditions and Restrictions, which right shall be exercised in good faith. Thereafter, the Commercial Owner's Association shall have the exclusive right to construe and interpret the provisions of this Declaration of Covenants, Conditions and Restrictions, which right shall be exercised in good faith. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the construction or interpretation of the provisions hereof by Declarant, and thereafter by the Association, shall be final, conclusive and binding.

8. ARTICLE VIII. DESIGN REVIEW

8.1. Structures and Exterior Lighting

All buildings, structures, signage, lighting, parking, service areas, sidewalks, landscaping and other improvements on the Crossroads Commercial Center shall be subject to and shall conform to the Design Review Manual and this Declaration of Covenants, Conditions and Restrictions.

All exterior lighting at Crossroads Commercial Center shall be designed to limit or avoid light pollution. "Dark Sky" principles include avoiding adverse impact of artificial light, including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste. All exterior lighting and landscape lighting shall be in conformance with the guidelines set forth in the Design Review Manual.

8.2. *Green Building Practices*

All buildings and sites developed at Crossroads Commercial Center should strive to adhere to green building practices as appropriate. At a minimum all buildings must provide Energy Star rated materials and mechanical equipment

8.3. *Enforcement*

The Commercial Owner's Association shall implement and enforce the intent and terms of the Design Review Manual in accordance with this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation. The Commercial Owner's Association's enforcement rights, provisions and procedures shall be specified in the Design Review Manual, and may include, but not be limited to warnings, fines, Limited Special Assessments, suspension of the Members' use of easements, liens or other legal or equitable rights and remedies. The Association shall retain the right to apply these enforcement guidelines as it deems most appropriate.

9. ARTICLE IX. ASSOCIATION ASSESSMENTS**9.1. *Annual Assessments***

Each Member, except the Declarant, by acceptance of a Warranty Deed to a Fee Parcel, covenants and agrees to pay the Commercial Owner's Association Annual Assessments, Special Assessments, and User Fees (all referred to as "Assessments") in accordance with this Article IX of this Declaration of Covenants, Conditions and Restrictions. The Declarant shall not be liable to the Association for Annual Assessments or Special Assessments.

9.2. *Purpose of Annual Assessments*

An Annual Assessment shall be levied uniformly against all Fee Parcels based upon acreage owned and the annual budget for the purpose of paying annual expenses. The annual budget must be approved by no later than January 31 of the budget year. The annual budget must be approved by the Commercial Owner's Association upon a majority action of the members. If the Association fails to approve an annual budget by the January 31 deadline then the Annual Assessment will be set as the same level as the prior Annual Assessment per ¼ acre of fee ownership. For the Year 2012 that amount is \$25.00 per ¼ acre and may be increased by 5% per year.

9.3. *Establishment of Annual Assessment Period*

The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the calendar year. The Commercial

Owner's Association may change the Assessment Period. The Association shall fix the amount of Annual and/or Special Assessments at least thirty days in advance of the end of each Assessment Period. Written notice of Annual or Special Assessments shall be sent to each Member at least thirty (30) days before the Assessment is due. Failure of the Association to timely fix the amount of the Annual or Special Assessments, or to send a bill to any Member, shall not relieve the Member of liability for payment. The due dates for payment of any Assessments shall be established by the Association.

9.4. *First Annual Assessment Period and First Annual Assessment*

The First Annual Assessment shall be due and payable to the Association thirty (30) days after closing on a Fee Parcel. This amount will be \$25 per ¼-acre of fee ownership.

9.5. *Subsequent Annual Assessments*

Subsequent Annual Assessments may not be raised or lowered without a Majority action of the Members.

9.6. *Special Assessments*

In addition to the Annual Assessment authorized above, the Association may levy uniformly against each ¼-acre of Fee Parcel Interest, in any Assessment period, Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, or for other extraordinary expenses or capital costs. The amount of the Special Assessment shall be approved in advance by a Majority Action of the Members. In no event may the Special Assessment exceed \$100.00 per ¼ acre of fee ownership. If more than \$100.00 per acre is necessary, then it would require a Super Majority Action.

9.7. *Assessment Lien*

Assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorney fees, shall be secured by a continuing lien and servitude (the "Assessment Lien") on the Fee Parcel Interest to which they relate in favor of the Commercial Owner's Association. The Assessment Lien shall also be the obligation of the Member. When a Member consists of more than one person, all such persons shall be jointly and severally liable for the Assessments.

9.8. *Foreclosure*

The Assessment Lien shall persist until paid in full and may be foreclosed by the Commercial Owner's Association in the same manner as foreclosure of a mortgage, by judicial action or power of sale, on real property upon the recording of a Notice of Delinquent Assessment as set

forth in Article X. of this Declaration of Covenants, Conditions and Restrictions. The Association shall be entitled to purchase the Fee Parcel at any foreclosure sale.

9.9. *Effect of Nonpayment*

Any Assessment not paid when due shall be deemed delinquent and shall bear interest from and after the due date until paid at the rate of ten percent (10%) per annum. The delinquent Member shall be liable for all costs, including attorney fees, which may be incurred by the Commercial Owner's Association in collecting a delinquent Assessment. The Association may record a Notice of Delinquent Assessment against any Fee Parcel as to which an Assessment is delinquent. The Notice shall be executed by an officer of the Association, shall set forth the amount of the unpaid Assessment, the name of the delinquent Member and a description of the Fee Parcel Interest and shall, upon recording, constitute an Assessment Lien. The Association may bring an action at law against a Member personally obligated to pay the delinquent Assessment and/or foreclose the Assessment Lien against the delinquent Member's Fee Parcel by judicial action or power of sale. No Member may waive, or otherwise avoid, liability for Assessments provided for herein by non-use of the benefits derived from Assessments. No delinquent Member shall be entitled to exercise its Member Vote in any Action of the Members until the delinquent Assessment is paid.

9.10. *Priority of Liens*

The Assessment Liens provided for herein shall be subordinate to liens for ad valorem taxes and first mortgage liens.

10. ARTICLE X. ENFORCEMENT

The Commercial Owner's Association shall implement and enforce this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation. The Association's enforcement rights, provisions and procedures shall be specified in this document and the Design Review Manual, and may include, but not be limited, to warnings, fines, liens or other legal or equitable rights and remedies. The Association shall retain the right to apply these enforcement guidelines as it deems most appropriate.

In addition, the Declarant, so long as the Declarant is a Member, the Association and Members shall each have the right to prosecute civil actions in the Lewis and Clark County District Court to enforce any of the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and Design Review Manual. In the event such civil action is instituted, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorney fees. The failure of the Declarant, the Association, or Members to insist upon the strict compliance with the provisions of this Declaration of Covenants, Conditions and Restrictions the Articles of Incorporation or the Design Review

Manual shall not constitute a waiver or a relinquishment in the future of such provisions or the enforcement thereof.

11. ARTICLE XI. REASONABLE MONETARY FINES

The Commercial Owner's Association shall have the right to impose on Members reasonable monetary fines for lack of compliance with the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation or the Design Review Manual. Fair and reasonable regulations for the notice of, imposition and collection of such fines shall be established by the Association.

12. ARTICLE XII. SALES ACTIVITIES BY DECLARANT

The Declarant reserves for Declarant and its sales agents and representatives the right to access Fee Parcels, but not structures, without permission of the Member, to and the non-exclusive use of all lands in connection with marketing and sale of Fee Parcels. Such use by Declarant or its sales agents or representatives shall not unreasonably interfere with the Members parcels or business. The Association shall reasonably cooperate with Declarant in marketing and sale of Fee Parcels until one hundred percent (100%) of the Fee Parcel Interests have been sold by Declarant. This Article XII. of this Declaration of Covenants, Conditions and Restrictions cannot be amended without the express written consent of Declarant, in recordable form recorded in the Office of the County Clerk, Lewis and Clark County, Montana.

13. ARTICLE XIII. MISCELLANEOUS

13.1. No Dedication to the Public

This Declaration of Covenants, Conditions and Restrictions does not dedicate or transfer any part of or rights associated with the Crossroads Commercial Center at Mountain View Meadows to the public.

13.2. Provisions Incorporated in Deeds

All of the provisions of this Declaration of Covenants, Conditions and Restrictions shall be deemed to be incorporated in each warranty deed or other instrument by which any right, title or interest in any Fee Parcel is granted, devised or conveyed, whether or not set forth in or referred to in such warranty deed or other instrument.

13.3. Condemnation of Fee Association Property

If any Association Property is taken or condemned by any authority having the power of eminent domain, all compensation and damages on account of the taking of the Association Property, exclusive of compensation for consequential damages to affected Fee Parcel Interests, shall be payable to the Commercial Owner's Association and such proceeds shall be used promptly by the Association to the extent necessary

for repair and reconstruction of remaining Fee Association Property in as substantial compliance with this Declaration of Covenants, Conditions and Restrictions as is reasonably possible. If there is an award in excess of the amount necessary to substantially repair or reconstruct such remaining Fee Association Property, such excess shall be retained by the Association for such uses as the Association deems appropriate.

13.4. Rule against Perpetuities

If any of the terms, covenants, conditions, easements, restrictions, uses, limitations or obligations created by this Declaration of Covenants, Conditions and Restrictions shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing like or similar time limits, such provision shall continue only for the period of one-hundred (100) years.

13.5. Severability

Any determination by any court of competent jurisdiction that any provision of this Declaration of Covenants, Conditions and Restrictions is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions of this Declaration of Covenants, Conditions and Restrictions.

13.6. Montana Law

This Declaration of Covenants, Conditions and Restrictions shall be construed and interpreted in accordance with the laws of the State of Montana.

13.7. Assignment

Declarant reserves the right to assign all of its right, title and interest in the Crossroads Commercial Center at Mountain View Meadows and all of its rights, duties, and obligations under this Declaration of Covenants, Conditions and Restrictions to any person or entity with or without notice to the Members.

13.8. VENUE

Venue for any action that may be filed concerning the enforcement or interpretation of these Covenants, Conditions and Restrictions; the Articles of Incorporation and By-Laws; or any other action, shall be in the First Judicial District Court, Lewis and Clark County, Montana.

EXHIBIT "A"
Crossroads Commercial Center
At Mountain View Meadows
Plat

See Following Page

EXHIBIT "B"
Crossroads Commercial Center
At Mountain View Meadows

1. Road Maintenance

Crossroads Commercial Center roads within public rights-of-ways are public roads and will be maintained by the City of Helena, Montana.

2. Water Supply

Public water supplies are in the public right of way and are permitted by the Montana Department of Environmental Quality.

3. Sewage Systems

Public sewage disposal is in the public right of way and are permitted by the Montana Department of Environmental Quality.

4. Covenants

Declaration of Covenants, Conditions and Restrictions are on file in the Office of the Clerk and Recorder of Lewis and Clark County, Montana

5. Homeowners Association

A Commercial Owner's Association has been established to insure the Crossroads Commercial Center at Mountain View Meadows conforms to and is consistent with its Declaration of Covenants, Conditions and Restrictions.

6. Garbage Disposal

Garbage service pick-up is not provided within private property or private access streets not on a public right of way. Therefore, private garbage pick up will be required of each Parcel Owner.

7. Fire and Emergency Services Protection

City of Helena, Montana provides fire and emergency services protection services.

8. Zoning

The Crossroads Commercial Center at Mountain View Meadows is located on land that is zoned as B-2 within the City of Helena, Montana

9. Postal Service

Postal delivery service is provided by the U.S Post Office.

10. Surface Water Rights

No surface Water rights exist on Fee Parcels.

11. Utility Providers

Power: Northwestern

Telephone: Century Link (Qwest)

Cable Television: Opticom

Natural Gas: Northwestern Energy

EXHIBIT "C"
Crossroads Commercial Center

At Mountain View Meadows

MANDATORY COVENANTS

1. Nuisances

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to ANY OTHER Fee Parcel Owner. No fireworks of any kind may be brought into, or stored. No firearms shall be discharged.

2. Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used upon any lots at any time as a residence, either temporary or permanently, except that for a period of one (1) year, temporary facilities may be placed upon any lot which shall be reasonably required, convenient, or incidental to the construction of a permanent structure upon said lot.

3. Perimeter Access

No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets in the Subdivision to any other lands not included in the Subdivision, as defined on the Plat for Crossroads Commercial Center at Mountain View Meadows, as depicted in the records of Lewis and Clark County, Montana.

6. Subdivision Roads

All subdivision roads are dedicated, owned and maintained by the City of Helena, Montana.

7. Garbage and Refuse Disposal

No lot shall be used and maintained as a dumping ground for rubbish and debris, nor shall any lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage, and other waste shall not be kept except in sanitary containers. Rocks, dirt piles, and construction debris shall be promptly removed from lots after construction of buildings.

8. Burning Restrictions

There shall be no exterior fires whatsoever except for Barbeque fires contained within receptacles and except for the burning of trash, debris, organic matter, upon approval in advance by the City of Helena, Montana.

9. Fireplaces, Wood Stoves and Pellet Stoves

Each Fee Parcel Owner or their Lessee must burn only natural gas or low emission solid fuel materials (untreated wood and lumber products for the sole purpose of use as fuel) in a solid fuel burning device such as a wood burning fireplace, wood stove, or pellet stove. Wood stoves are acceptable solid fuel burning devices, but must be EPA rated as at least 75% efficient. Chimney and flues shall be cleaned and checked regularly due to the collection of creosote from soft woods used. Spark arrestors shall be provided around the mouth of the chimney, stove pipe, or vent or any heater, stove or fireplace.

10. Sign Regulations

All signs, posters or advertisements are prohibited unless they have received written approval from the Commercial Owner's Association prior to installation. In addition, all signs must comply with the Design Review manual process for approvals. All temporary signs must be removed immediately upon sale, completion of construction or listing expiration. Product advertising and political signs are prohibited.

11. Vehicle Storage

All vehicles, RV's and other recreational equipment including, boats, campers, 4-wheelers, snow mobiles, golf carts and other motorized equipment must be stored with a garage structure or 100% screened from view by walls, fences and plantings. Short term parking of RV's by guests may be accommodated for one period of no more than 2 days per guest per calendar year.

12. Noxious Weeds

Each Fee Parcel Owner is responsible for controlling all noxious weeds (as declared by the State of Montana and Lewis and Clark County) on their property. If a lot owner fails to comply the Commercial Owner's Association has the right to control such weeds and assess the Fee Parcel Owner for the associated expenses.

END OF DOCUMENT

