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Kuzispec, MT. 59907

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
HELENA CROSSING**

ARTICLE I. DECLARATION - PURPOSES

Section 1.1 **Property:** The property which is subject to this Declaration of Covenants, Conditions and Restrictions of Helena Crossing (this "Declaration") is described as follows:

Helena Crossing Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana, and

Helena Crossing Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana

This property is owned by HELENA CROSSING, LLC (the "Declarant"). Additional property may be added to this Declaration from time to time.

Section 1.2 **General Purposes:** The purpose of this Declaration is to insure the best use of the property and the most appropriate development and improvement of each Lot within the property; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of their Lot; to preserve so far as is practicable the natural beauty of the property; to prevent the construction of inappropriate structures; to insure the highest and best development of the property; to encourage and secure the building of attractive homes thereon with appropriate locations; to secure and maintain adequate setbacks and adequate free space between structures; and in general to provide adequately for a high quality of improvements on the property and thereby to enhance the values of improvements made by Owners.

Section 1.3 **Declaration:** To further the general purposes herein expressed, HELENA CROSSING, LLC (the "Declarant") for itself and its successors and assigns, hereby declares that the real property described in Section 1.1, above, and all property added

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to this Declaration by the Declarant, shall at all times be owned, held, used and occupied subject to the provisions contained in this Declaration and to the covenants, conditions and restrictions contained herein.

ARTICLE II. DEFINITIONS

Section 2.1 **Articles of Incorporation:** Articles of Incorporation shall mean the Articles of Incorporation of Helena Crossing Homeowners Association, Inc., as the same may be amended from time to time.

Section 2.2 **Bylaws:** Bylaws shall mean the Bylaws of Helena Crossing Homeowners Association, Inc., as the same may be amended from time to time.

Section 2.3 **Common Area:** Common Area means the property which is subject to this Declaration, but excluding the individual Lots within the property. Thus, the Common Area includes any areas shown on any plat of property within Helena Crossing as roads, common areas, park areas and other property intended for the common use, benefit and enjoyment of the Owners and such other persons as may be permitted to use the Common Area under the terms of this Declaration or any contract with the Homeowners Association.

Section 2.4 **Common Expenses:** Common Expenses means (i) the expenses of maintaining the roads which are part of the Common Area within Helena Crossing, (ii) premiums for the liability insurance carried by the Homeowners Association; (iii) operation and maintenance of the Helena Crossing Public Sewer System and Grinder Pumps; (iv) all other expenses incurred by the Homeowners Association in administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Area and any improvements located on it; (v) all expenses incurred by the Homeowners Association in administering and managing the Homeowners Association; (vi) all expenses incurred by the Homeowners Association in any other activities undertaken for the common benefit of all or some of the Owners; and (vii) all expenses lawfully determined to be Common Expenses by the Board of Directors of the Homeowners Association, as provided in the Articles and Bylaws.

Section 2.5 **Declarant:** Declarant shall mean HELENA CROSSING, LLC. Declarant may assign some or all of its rights under this Declaration to a third party by a written instrument specifically referring to such rights recorded in the records of Flathead County, Montana. Such instrument may specify the extent and portion of the rights or interests as a Declarant which are being assigned, in which case the initial Declarant shall retain all other rights as Declarant.

Section 2.6 **Declaration:** Declaration shall mean this Declaration of Covenants, Conditions and Restrictions of Helena Crossing, as it may be amended from time to time.

Section 2.7 **First Mortgage:** First Mortgage means any mortgage, deed of trust, trust indenture, contract for deed, or other similar financial encumbrance granted by an Owner to secure a debt, which is recorded in the office of the Clerk and Recorder of Flathead County, Montana, which encumbers a Lot, and which is first in priority among all such



mortgages, deeds of trust, trust indentures or other similar financial encumbrances. There can only be one First Mortgage with respect to a Lot.

Section 2.8 **Homeowners Association:** Homeowners Association shall mean Helena Crossing Homeowners Association, Inc. and its successors and assigns.

Section 2.9 **Lot:** Lot shall mean each parcel within the property described in Section 1.1, above, which is designated as a Lot on a plat of the property, including any such parcel owned by Declarant. The boundaries and acreage of each Lot are delineated on a plat, and each Lot is identified by the number noted on the plat. Lot 57 (Lot 1-A of **LOTS 1 and 4 of SUBDIVISION No. 289 II**) is EXEMPT from the Declaration of Covenants, Conditions, and Restriction of Helena Crossing. The roads, parks and common areas shown on any plat are not considered Lots. Any parcel of property owned, held or used by the Homeowners Association or owned, held or used in common by the Owners shall not be considered a Lot.

Section 2.10 **Owner:** Owner shall mean the person or persons, entity or entities who own of record, according to the real property records of Flathead County, Montana, fee simple title to a Lot, except that a person purchasing a Lot under a contract for deed which is recorded (or an abstract of which is recorded) in the records of Flathead County, Montana, shall be considered the Owner of the Lot. The term "Owner" shall include Declarant to the extent it is the owner of fee simple title to a Lot.

Section 2.11 **Period of Declarant Control:** Period of Declarant Control shall mean the period beginning on the date this Declaration is first recorded in the office of the Clerk and Recorder of Flathead County, Montana, and ending on the earlier of: (a) the date which is 20 years later, or (b) the date on which the Declarant has sold one hundred percent (90%) of the Lots within Helena Crossing and the Declarant has notified the Homeowners Association in writing that Declarant has determined that no additional property shall be added to Helena Crossing. The Period of Declarant Control may be reinstated or extended by agreement between Declarant and the Homeowners Association upon such terms and conditions as the parties may agree. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will continue to have all the rights and duties ordinarily given to Owners under this Declaration.

Section 2.12 **Water And Sewer Systems:** Helena Crossing shall be connected to Evergreen water and sewer systems. The development will own, maintain and operate its own Public Sewer System. Reference O & M Manual, Larsen Engineering. The Home Owners Association's contractor (Surefire) is designated service provider. Reference Maintenance Contract. The Home Owners Association will have continuous managerial O & M on Sewer Systems. Water delivery services to be supplied and maintained by the Evergreen Water & Sewer District.

Section 2.13 **Helena Crossing:** Helena Crossing shall mean all of the real property located in Flathead County, Montana, described in Section 1.1 and 2.9, above, as well as all real property which in the future becomes part of Helena Crossing. Additional real property within Flathead County, Montana, may become part of Helena Crossing in the future, as provided in Article IX, below, and in such event shall be deemed to be within Helena Crossing and subject to all of the provisions contained in this Declaration.



ARTICLE III. HOMEOWNERS ASSOCIATION

Section 3.1 **Homeowners Association:** The Homeowners Association shall act as a homeowners association for Helena Crossing.

Section 3.2 **Powers:** The Homeowners Association shall have all such powers as permitted by the laws of the State of Montana, provided that the Homeowners Association shall be subject to and abide by the provisions of this Declaration, as the same may be amended from time to time.

Section 3.3 **Membership:** All Owners of the Lots within Helena Crossing shall be members of Homeowners Association. The Owners of any Lot shall automatically become members of the Homeowners Association and shall remain a member until such time as the ownership of such Lot ceases for any reason, at which time the corresponding membership in the Homeowners Association shall automatically cease.

Section 3.4 **Owners' Address:** Upon acquiring a Lot, the Owners of the Lot shall immediately inform the Homeowners Association of their names and of one address to which notices from the Homeowners Association should be sent. The Owners shall be responsible for informing the Homeowners Association of any change of address.

Section 3.5 **Voting:** There shall be one vote for each Lot. If a person or entity owns more than one Lot, that person or entity shall have as many votes as the number of Lots owned by that person or entity. If more than one person or entity has an ownership interest in a single Lot, such persons or entities must decide among themselves how the vote for that Lot shall be cast.

Section 3.6 **Management During Period of Declarant Control:** During the Period of Declarant Control, Declarant may appoint, remove and replace from time to time any or all of the directors and officers of the Homeowners Association. If Declarant so elects, Declarant may from time to time relinquish, either on a temporary or permanent basis, the right to appoint all or a portion of the directors and officers of the Homeowners Association; provided that any such relinquishment shall be expressed in writing to the Homeowners Association.

ARTICLE IV. COMMON AREA

Section 4.1 **Common Area:** The Homeowners Association shall have jurisdiction and control over the Common Areas.

Section 4.2 **Easement over all Common Areas:** The Owners shall have an easement for use and enjoyment of all of the Common Areas, subject to such rules and regulations as the Homeowners Association may develop from time to time, and also subject to the rights reserved to Declarant and the reserved rights of any third parties with respect to the Common Area.



Section 4.3 **Retained Easement for Roads:** Declarant shall have an easement over all of the roads for ingress, egress and utilities. Declarant may permit others to use the roads and grant further easements to others for use of the roads.

Section 4.4 **Road Maintenance:** The roads within Helena Crossing shall be maintained, repaired and replaced by the Homeowners Association. This shall include, but not be limited to, snow removal, drainage features (per the Storm Drain Maintenance Plan dated 4/25/2019 and included in Article V below), pavement chip sealing, new striping, new pavement, and a means to accumulate funds for these expenses. The roads shall be maintained in good condition to allow year-around access to all Lots. During the Period of Declarant Control, no gates, other impediments, or signage may be placed on any roads without the prior written consent of Declarant. The Homeowners Association may elect to landscape and/or maintain portions of road right-of-way not actually used for road purposes. The Homeowners Association may take such action as it deems appropriate to maintain the private character of the roads and to discourage or prevent usage of the roads by persons other than Owners and their guests and invitees, or others who are authorized to use the roads.

Section 4.5 **Park:** The Homeowners Association shall maintain any park portions of the Common Area so they will be an attractive and useful amenity for the Owners. The Homeowners Association may make such improvements to the park areas as the Homeowners Association deems appropriate.

Section 4.6 **Property Taxes:** It is acknowledged that, for property tax purposes, Flathead County and the State of Montana may allocate to each Lot a fractional, proportional portion of the value attributable to the Common Areas. By accepting a deed to a Lot, the Owner agrees to this mechanism for property taxation and agrees to pay a proportional share (as allocated by Flathead County and the State of Montana) of the taxes attributable to the value of the Common Areas, while at the same time allowing the Homeowners Association to administer and control the Common Areas.

Section 4.7 **No Dedication to the Public:** Nothing in this Declaration or any other document relating to Helena Crossing will be construed as a dedication to public use, or a grant to any public municipal or quasi-municipal authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect. The roads within Helena Crossing shall be private roads, to be used by the Owners and their guests and invitees only. The roads within Helena Crossing may be gated at the option of the Homeowners Association.

Section 4.8 **Approval of Declarant:** During the Period of Declarant Control, no construction of improvements shall take place within the Common Area nor shall any other changes or alterations shall be made to the Common Area or the uses within the Common Area without the prior written consent of the Declarant.



ARTICLE V. STORM DRAIN MAINTENANCE PLAN

Section 5.1 **Storm Drain Plan:** A storm drain plan has been prepared as part of the improvement plans for the project by Larsen Engineering and Surveying, Inc., dated 4/25/19. The storm drain plan consists of roadside ditches, culverts and storm drain retention/infiltration swales and basins.

Section 5.2 **Responsibility For Maintenance:** It shall be each owner's responsibility to maintain the storm drain facilities in the condition as shown of the storm drain plan on each individual lot. The storm drain facilities in the road right of way and common areas shall be maintained by the Homeowner's Association. All costs to maintain storm drain facilities and structures on the individual lots shall be paid for at each lot owner's expense for each respective lot. The common area and road right of way storm drain facilities shall be maintained by the Homeowner's Association with the cost for maintenance of those facilities being paid for by the Homeowner's Association.

Section 5.3 **Scope of Maintenance:** Maintenance shall be ongoing and at a minimum shall include: 1). Inspection of the facilities each year in the Fall of the year. 2). Re-grading if necessary to remove any siltation or sloughing of back slopes to maintain the storm drain facilities in the condition shown on the storm drain plan. Any damage to any of the storm drain facilities shall also be repaired at this time. Culverts, ditches and retention/infiltration swales and basins shall be inspected in the fall of each year and cleaned of debris and repaired as necessary.

Section 5.4 **Inspection:** The lot owner and Homeowner's Association shall inspect the storm drain facilities on an ongoing basis and are responsible for any problems or repairs required to keep the storm drain facilities functioning as shown on the storm drain plans. Maintenance includes, but is not limited to re-grading of said facilities, inspection of culverts ditches and retention/infiltration swales and basins, including clearing culverts and ditches of debris. All storm drain facilities shall also be inspected at least once every year and cleaned and re-graded if necessary.

Section 5.5 **Location:** Common storm drain facility easements are shown on the Subdivision Plat.

ARTICLE VI. ASSESSMENTS

Section 6.1 **Assessments:** Each Owner of any Lot, by acceptance of the deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Homeowners Association assessments for Common Expenses as provided herein, including Annual Assessments, Special Assessments and Default Assessments (collectively "Assessments"). The Assessments shall be used exclusively to promote the recreation, health, safety, and general welfare of the Owners and occupants of Helena Crossing.

Section 6.2 **Annual Assessment:** (a) The Board of Directors may levy upon and subsequently collect from each Owner an Annual Assessment for each Lot. The Annual



Assessment shall reflect the Board's estimate of the requirements of the Homeowners Association to cover items including, without limitation, the cost of maintenance, repair and operation of the Common Area; expenses of management; premiums for insurance coverage as deemed desirable or necessary by the Homeowners Association; snow removal, landscaping, care of grounds and common lighting within the Common Area; routine renovations within the Common Area; common water and utility charges for the Common Area; legal and accounting fees; management fees; expenses and liabilities incurred by the Homeowners Association under or by reason of this Declaration; payment of any deficit remaining from a previous Assessment period; and the creation or supplementing of a reserve fund for general, routine maintenance, repairs and replacement of improvements within the Common Area on a periodic basis, as needed.

(b) The Annual Assessment shall be equal for each Lot, unless the Board of Directors determines in good faith that a portion of the Annual Assessment benefits fewer than all the lots, in which case such portion shall be assessed only against the benefitted Lots. Road maintenance, repair and replacement shall be considered to benefit all Lots equally, and such costs shall be apportioned equally among all Lots.

(c) The initial Annual Assessment shall be in the sum of \$_____ per year.

(d) Payment of the Annual Assessment shall be due and payable annually on _____ of each year or in installments or otherwise, as the Board of Directors may provide.

(e) For Lots that are sold by Developer during a year, the Annual Assessment shall be prorated and paid by the purchaser at closing.

Section 6.3 Special Assessment: (a) The Board of Directors may, from time to time, levy upon and subsequently collect from each Owner a Special Assessment for each Lot.

(b) Any Special Assessment shall be equal for each Lot, unless the Board of Directors determines in good faith that all or a portion of the Special Assessment benefits fewer than all the Lots, in which case all or such portion shall be assessed only against the benefitted Lots. Road maintenance, repair and replacement shall be considered to benefit all Lots equally, and such costs shall be apportioned equally among all Lots.

(c) Payment of the Special Assessment shall be due and payable as the Board of Directors may provide.

Section 6.4 Default Assessment: (a) Any cost or expense (including attorney's fees) incurred by the Homeowners Association as a result of the failure of an Owner to abide by the provisions of this Declaration, or any expense of the Homeowners Association which is the obligation of an Owner or which is incurred by the Homeowners Association on behalf of the Owner pursuant to this Declaration, or any interest, late charge or other monetary

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obligation of an Owner under this Declaration (other than Annual, Special or Water Assessments) constitutes a Default Assessment.

(b) Default Assessments are levied against the Lot or Lots of an Owner who incurs a Default Assessment.

(c) Default Assessments shall be immediately due and payable by the Owner, upon notice from the Homeowners Association of the amount of the Default Assessment.

Section 6.5 Remedies for Nonpayment of Assessment: Any installment of an Assessment which is not paid within thirty (30) days after its due date will be delinquent. In the event of such delinquency, the Homeowners Association may take any or all of the following actions:

(a) Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time;

(b) Charge interest from the date of delinquency at uniform rates set by the Board of Directors from time to time;

(c) Suspend the voting rights of the Owner during any period of delinquency;

(d) Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year will be due and payable at once;

(e) Bring an action against any Owner personally obligated to pay the delinquent Assessment charges;

(f) File a statement of lien with respect to the Lot and foreclose as set forth in more detail below.

The remedies provided under this Declaration will not be exclusive, and the Homeowners Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 6.6 Assessment Lien: Any Assessment chargeable to a Lot will constitute a lien on the Lot, effective the due date of the Assessment. If the Assessment is not paid within thirty (30) days of its due date, the Homeowners Association may prepare and record a written lien statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Homeowners Association, and the delinquent Assessments amounts then owing. Any such statement will be signed by an officer or director of the Homeowners Association, and will be served upon the Owner of the Lot by mail to the address that the Homeowners Association has in its records for the Owner. Thirty days following the mailing of such notice to the Owner, the Homeowners Association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Montana. The Homeowners Association will



have the power to bid on a Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

Section 6.7 Liability for Assessment: All Owners of a Lot are personally responsible, jointly and severally, for all Assessments which become due at the time of their ownership, including interest, late charges, costs, expenses and attorney's fees incurred in collection of such Assessments. All successors to the fee simple title of a Lot, except as provided in Section 6.10 and Section 6.11, will be jointly and severally liable with the prior Owner or Owners for any and all unpaid Assessments, including interest, late charges, costs, expenses and attorney's fees incurred in collection of such Assessments. However, any successor will be entitled to rely on the statement of status of Assessments given by the Homeowners Association under Section 6.10.

Section 6.8 Priority of Lien for Assessment: The lien of the Assessments will be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Montana, and to all other liens and encumbrances *except* the following:

(a) Liens and encumbrances recorded before the date of the recording of this Declaration;

(b) Liens for real estate taxes and other governmental assessments or charges duly imposed against the Lot by a Montana governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

(c) The lien for all sums unpaid on a First Mortgage recorded before the date of filing of a written lien statement for delinquent Assessments, including any and all advances made by the First Mortgagee, even though some or all of such advances may have been made subsequent to the date of filing of a written lien statement for delinquent Assessments. Any First Mortgagee who acquires title to a Lot by virtue of foreclosing the First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Lot free of any claims for unpaid Assessments, interest, late charges, costs, expenses, and attorney's fees against the Lot which accrue prior to the time such First Mortgagee or purchaser acquires title to the Lot.

All other persons who hold a lien or encumbrance of any type *not* described in subsection (a), (b) or (c), above, will be deemed to consent that their lien or encumbrance will be subordinate to the Homeowners Association's future liens for Assessments, interest, late charges, costs, expenses and attorney's fees, as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Section 6.9 Protection of First Mortgage: No violation or breach of, or failure to comply with, any provision contained in this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any First Mortgage on any property taken in good faith and for value and perfected by recording in the office of the Clerk and Recorder of Flathead County, Montana, prior to the time of recording in said office of an instrument describing such property and listing the name or names of the Owner

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or Owners and giving notice of such violation, breach or failure to comply. No violation, breach, failure to comply or action to enforce this Declaration shall affect, defeat, render invalid or impair the title or interest of the holder of any First Mortgage or the title or interest acquired by any purchaser upon foreclosure of any First Mortgage or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Declaration.

Section 6.10 Statement of Status of Assessments: On written request, the Homeowners Association will furnish to an Owner or his designee or to any mortgagee a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the Owner, designee or mortgagee has an interest. The information contained in such statement, when signed by an officer or director of the Homeowners Association, will be conclusive upon the Homeowners Association, the Board, and every Owner as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 6.11 Declarant's Responsibility for Assessments: Notwithstanding the foregoing, the Declarant, although a member of the Homeowners Association, shall not be responsible at any time for payment of any of the Assessments, unless and until Declarant completes construction of a home on any such Lot owned by Declarant. Declarant shall be responsible for Assessments only as to those Declarant-owned Lots upon which homes have been constructed. The Declarant shall in no event be liable for any Assessment levied in whole or in part to purchase any lot from the Declarant or to finance any litigation or other claim against the Declarant, any costs of investigating and preparing such litigation or claim, or similar related costs.

ARTICLE VII. PROTECTIVE COVENANTS

Section 7.1 Easements: The property will be subject to all easements shown on any recorded Plat.

Section 7.2 Land Use: Each lot may be used for a single family home unless otherwise approved by the Declarant. There shall be no commercial use on the property. Rentals or home office or related uses which do not result in increased vehicular traffic shall not be considered commercial use. Garage sales shall be permitted, as long as no more than two such sales are conducted per year on any lot.

Section 7.3 Rentals: Must conform to Flathead County Regulations & Laws.

Section 7.4 No subdivision of Lots: No Lot shall be further subdivided in any manner unless otherwise approved by the Developer.

Section 7.5 Structures: There shall be no more than one single family home on any lot unless approved by the Declarant. No basements allowed. Structures, including fences, must conform to setbacks and height restrictions set by Flathead County. Accessory structures for storage and recreation may be allowed per Flathead County Zoning regulations and upon approval of the Architectural Review Committee. Out buildings shall be developed

to coordinate with the architectural motif and finish of the house. They are to be located in the back yard and cannot be larger than 10% of the living space of the house. Fencing must be in accordance with the design guidelines and must be approved by the Architectural Review Committee.

Section 7.6 **Dwelling size:** Each home shall have a minimum of 1000 square feet of total living space, not including garages or outdoor spaces. Two story dwellings shall have at least 900 square feet of living space at ground level.

Section 7.7 **Garage:** Each home shall have a garage for at least one car attached or detached and must be approved by the Architectural Review Committee. A postponement for a garage can be granted by the Architectural Review Committee.

Section 7.8 **Driveways:** Each home shall have a paved driveway in asphalt or concrete. Driveways shall be constructed so as to not interfere with drainage and shall include culverts where necessary.

Section 7.9 **Dwelling Construction:** All dwellings shall be constructed on the lot with new materials. There shall be no trailer homes, mobile homes, modular homes, or prefabricated homes placed on any lot. Used materials in good condition, such as brick, stone, or timber beams may be utilized provided advance approval has been obtained from the Architectural Review Committee. All construction must conform to Local Building Codes and Fire Codes. All construction shall be completed within 12 months after the start of construction.

Section 7.10 **Drainage Control:** Reasonable precaution shall be taken during construction and thereafter to prevent erosion and drainage problems. All disturbed soil areas shall be revegetated with a reasonable time is such a fashion to minimize erosion.

Section 7.11 **Utilities:** All utilities shall be placed underground. The subdivision shall be connected to Evergreen water and sewer systems. See Helena Crossing Public Sewer System (Operation & Maintenance Manual). Larsen Engineering & Surveying, Inc. P.C.

Section 7.12 **Antennas, Poles, and other structures:** No antennas, poles, cellular telephone towers, communication towers, or other structures shall be erected unless approved by the Architectural Review Committee prior to installation. Any satellite dish receiver must be 24 inches or less in diameter and shall not be visible from any road.

Section 7.13 **House numbers:** Owners shall maintain house numbers which are clearly visible from the street.

Section 7.14 **Vehicles:** All vehicles shall be parked in the garages or driveways. No regular on-street parking shall be allowed in front of any Lot. No mobile homes, construction trailers, unsightly, unlicensed or wrecked vehicles, or equipment shall be parked or allowed to remain upon any of the said Lots unless placed in a garage and or screened from view. In addition, boats, recreational vehicles and trailers used in conjunction with recreational

vehicles shall be allowed on Lots as long as they are well maintained (i.e. not junk) and placed or parked in an orderly fashion on non-vegetative surfaces.

Section 7.15 Animals: Dogs (no more than 2) or cats (no more than 2) or other small household pets may be kept, providing that they are not kept, bred, or maintained for any commercial purpose. No livestock or poultry of any kind shall be raised, bred, or kept on any lot with the exception of up to three (3) chickens (no roosters) and must be contained within a pen. Household pets must be contained upon owner's lot. In common areas, pets must be kept on leashes and cleaned up after. All pet enclosures shall be kept in the rear yard of a lot. No dog which barks and can be heard on any frequent or continuing basis shall be kept on any lot. Pets constituting a nuisance may be ordered by the HOA to be kept within the residence of the owner or ordered expelled from Helena Crossing.

Section 7.16 Signs: No signs, billboards, banners, or advertising devices of any nature except as may be authorized by the Architectural Review Committee shall be erected on any lot except for temporary For Sale signs.

Section 7.17 Outdoor Lighting: All outdoor lighting must be dark-sky friendly. Lighting shall serve only the lot on which it is located. Exterior lighting shall not exceed 100-watt light bulbs and no halogen lighting is allowed for exterior purposes. A reasonable effort should be exercised to limit light pollution and lights shining onto neighboring properties.

Section 7.18 Landscaping: Landscaping of an entire lot must occur within 1 year of excavation or other ground disturbance following approval of landscaping plans by the Architectural Review Committee.

Section 7.19 No Noxious weeds: No Noxious weeds, as defined by Flathead County, may be allowed on any lot or in any common area.

Section 7.20 No hunting: No hunting of any kind shall be permitted in Helena Crossing.

Section 7.21 No fuel tanks: No fuel tanks, whether above or below ground, shall be permitted in Helena Crossing.

Section 7.22 No oil drilling: No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for natural gas shall be erected, maintained, or permitted upon any lot.

ARTICLE VIII. ARCHITECTURAL REVIEW

Section 8.1 Review: In order to maintain harmony of external design and location in relation to surrounding structures, topography and native vegetation and to otherwise

assist in achieving the general purposes of this Declaration, the following activities shall be subject to architectural review:

- (a) Site preparation and removal of trees.
- (b) Construction of any dwelling, structure, fence or other improvement on any Lot.
- (c) Exterior modification of any dwelling, structure, fence or other improvement.
- (d) Landscaping and modifications to landscaping.

None of these activities shall be undertaken without prior written approval of the Architectural Review Committee. Alterations or remodeling which are completely within a dwelling or structure and which do not change the exterior appearance of the structure are not subject to architectural review.

Section 8.2 Architectural Review Committee: The Architectural Review Committee shall consist of one or more persons. During the Period of Declarant Control, the members of the Architectural Review Committee shall be appointed by Declarant, and may include Declarant or parties related to Declarant. After the Period of Declarant Control, the members of the Architectural Review Committee shall be appointed by the Board of Directors of the Homeowners Association. The party appointing the members of the Architectural Review Committee may remove any such members and replace any members who are so removed.

Section 8.3 Application: Prior to undertaking any activities that are subject to architectural review, the Owner shall provide the Architectural Review Committee with detailed plans and specifications concerning the proposed improvement, including the following:

- a. Site plan showing the location of house, outbuildings, septic field, driveway or other structure proposed to be built or revised. The plan must also show finished grade elevations.
- b. A set of building plans including floor plans for all floors, cross-sections, and elevations showing all dimensions and finished square footage.
- c. Plans shall include exterior colors, materials, and finishes and indicate outdoor lighting.

The Architectural Review Committee may require that the applicant submit additional materials reasonably required to perform its review function. The Architectural Review Committee may charge a fee for review of the plans. Initially, the fee shall be in the sum of \$300.00.

Section 8.4 Action by Committee: Upon receipt of plans and other material, the Architectural Review Committee shall review the proposed improvement to determine whether it is in accordance with the goals stated in Section 8.1 and is otherwise in conformance with this Declaration. The Architectural Review Committee shall respond to the proposal in writing within 30 days of receipt of all required materials, stating its approval or the reasons for its disapproval. If the Architectural Review Committee does not respond within the 30-day period, the plans shall be deemed approved. The Architectural Review Committee may monitor construction to ensure that the approved plans are being followed.

Section 8.5 Design Guidelines: The purpose of Design Guidelines is to provide guidelines and expectations for the exterior appearance and quality of all structures in Helena Crossing to owners, builders, or any other entities involved in establishing, maintaining, or improving areas in Helena Crossing except the interiors of residences. The Design Guidelines are meant to ensure all structures in Helena Crossing meet a high standard of quality and appearance in order to maintain appearance and value throughout the subdivision. All exterior structures, landscaping, hardscapes, fencing, and all other exterior features, whether permanent or temporary, shall be subject to these design guidelines. Any exterior improvement that changes the appearance or quality of the lot or structures on the lot must comply with the following design guidelines:

- a. **Architecture:** Homes and secondary structures shall be of complementary architecture to other structures in the neighborhood.
- b. **Exterior Finishes:** Exterior colors shall be pleasant and complementary to surrounding exterior finishes in the neighborhood. Colors in the subdivision shall be complementary, but not matching in order to achieve pleasing variation. The primary home structure on each lot must have at least two colors. Neighboring homes must have reasonable variation in color. No structure on any lot shall have a roof or exterior siding which is silver or metallic colored, reflective, or shiny. Only Class A or B roofing materials, as rated by the National Fire Protection Association, shall be allowed on all structures.
- c. **Secondary structures:** sheds, canopies, or other yard structures must complement the primary structure in architecture and exterior finishes and must be approved by the Architectural Review Committee prior to construction or installation.
- d. **Fencing:** Fencing must comply with Flathead County zoning restrictions. No fencing is allowed forward of the front of the primary residential structure. Allowable fencing options include but are not limited to wood, chain link, and vinyl. No fence shall be over six feet (6') in height. Other fencing materials may be permitted at the discretion of the Architectural Review Committee.

The Architectural Review Committee may, but shall not be required to, develop additional guidelines for its architectural review.

Section 8.6 Required Submittals: The Architectural Review Committee (ARC) shall keep a list of approved builders and designs. An owner using an approved builder does not need to seek the approval of ARC, but simply must advise ARC that they are using an approved builder. The builder will



notify ARC of the approved design. ARC will only have to approve changes in the design and the color of the structure. The provisions above are waived.

Section 8.7 Deposit: The Architectural Review Committee may require each Owner to provide a deposit to ensure that the Common Areas are not damaged during construction and that the other provisions of this Declaration and applicable rules and regulations are not violated during construction. If the construction is completed without such damage or violation, the deposit shall be returned to the Owner (without interest). If there has been such damage or violations, the deposit may be applied toward remedying such damage or violations. If the Owner disagrees that such damage or violations have occurred, the Architectural Review Committee shall give the Owner an opportunity to meet with the Architectural Review Committee and provide the Committee with such evidence as the Owner may desire. After considering such evidence, the Committee shall make a determination of whether such damages or violations occurred, including the amount thereof, and the determination of the Committee, made in good faith, shall be final. If the cost of remedying any such damage or violations exceeds the deposit amount, the Owner shall be responsible for any excess costs. Initially, the deposit amount is set at \$1,000.00.

Section 8.8 Liability: Neither the Declarant, the Homeowners Association, the Architectural Review Committee nor their respective members, officers, directors, employees or agents shall be responsible or liable for the defects in any plans or specifications submitted, revised or approved under this Article, nor for any defects in construction pursuant to such plans and specifications. Approval of plans and specifications under this Article shall not be deemed in lieu of compliance by Owner with applicable building codes or other governmental laws or regulations.

ARTICLE IX. EXPANSION

Section 9.1 Declarant May Expand: Declarant reserves the right, but will not be obligated, to expand the effect of this Declaration to include additional property. The consent of the existing Owners, the Homeowners Association or the Board of Directors of the Homeowners Association will not be required for any such expansion, and Declarant may proceed with such expansion without limitation at its sole option.

Section 9.2 Declaration of Annexation: Any expansion may be accomplished by recording a Declaration of Annexation and one or more supplemental plats in the records of the Clerk and Recorder of Flathead County, Montana. The Declaration of Annexation will describe the real property to be annexed, submitting it to this Declaration. Upon such annexation, each Lot in the annexed property will be allocated one vote and liability for the Common Expenses equal to the liability allocated to each of the other Lots, and the proportionate voting interest and allocation of Common Expenses for the other Lots will be adjusted accordingly. Upon such annexation, each Owner of a Lot in the annexed property shall automatically become a member of the Homeowners Association. Such Declaration of Annexation will not require the consent of Owners, the Homeowners Association, or the Board of Directors of the Homeowners Association. Any such expansion will be effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. Upon the recordation of any such Declaration of Annexation, the definitions used in this Declaration will be expanded automatically to encompass the



annexed property. Such Declaration of Annexation may add supplemental covenants peculiar to the annexed property, or delete or modify provisions of this Declaration as it applies to the annexed property. However, this Declaration may not be modified with respect to that portion of the property already subject to this Declaration, except as provided below for amendment.

ARTICLE X. DURATION AND AMENDMENT

Section 10.1 Duration of Declaration: The provisions of this Declaration are intended to be easements and covenants running with the land, and are intended to be perpetual, except as amended or terminated as provided below. If any provision contained in this Declaration is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation, such provisions shall continue and remain in full force and effect for the period of 21 years following the death of the last to die of the Declarants and the now living children of the Declarants, or until the provisions contained in this Declaration are amended or terminated as provided below, whichever first occurs.

Section 10.2 Amendment during Period of Declarant Control: During the Period of Declarant Control, this Declaration may be amended by Declarant as provided in this Section 10.2. Declarant shall prepare the form of amendment. The form of amendment and a notice of the Owners' rights under this Section 10.2 shall be mailed to each Owner by first class mail, postage prepaid, to the address of the Owner on the records of the Homeowners Association. Unless written objection is received by Declarant from the Owners holding 80% or more of the votes within 30 days of the mailing of the notice to the Owners, the action proposed to be taken by the Declarant shall be considered approved and shall become final. The Declarant shall then record in the records of Flathead County, Montana, a document stating the action taken, together with a certificate certifying that notice was given to the Owners as required herein and that fewer than 80% of the Owners objected to the action.

Section 10.3 Amendment after Period of Declarant Control: After the Period of Declarant Control, this Declaration may be amended or repealed as provided in this Section 10.3. Any amendment shall require the consent of the Owners of sixty percent (60%) of the Lots. Such consent may be evidenced by written consent or by vote at a regular or special meeting of the members of the Homeowners Association, or by a combination of written consents and votes.

Section 10.4 Unilateral Amendment by Declarant: At any time, before or after the Period of Declarant Control, so long as Declarant owns a Lot, Declarant may unilaterally amend this Declaration (1) if such amendment is solely to comply with applicable law or correct a technical or typographical error, (2) if such amendment does not adversely alter any substantial rights of any Owner or mortgagee, or (3) in order to meet the guidelines or regulations of a mortgagee or insurer including, but not limited to, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Veterans Administration or any similar agency. Such amendments shall not require approval of any Owners.



ARTICLE XI. MISCELLANEOUS

Section 11.1 Effect of Provisions of Declaration: Each provision contained in this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision contained in this Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision contained in this Declaration: (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within Wood Ridge is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any real property within Wood Ridge by an Owner or the Homeowners Association, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner or Homeowners Association, as the case may be, and, as a personal covenant, shall be binding on such Owner or Homeowners Association and such Owner's or Homeowners Association's respective heirs, personal representatives, successors and assigns; (c) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to each parcel of real property within Wood Ridge, including property that may hereafter become part of Wood Ridge; and (d) shall be deemed a covenant, obligation and restriction secured by a lien, binding, burdening and encumbering the title to each parcel of real property within Wood Ridge, which lien with respect to any Lot shall be deemed a lien in favor of Declarant.

Section 11.2 Enforcement and Remedies: Each provision contained in this Declaration shall be enforceable by the Homeowners Association or by any Owner who has first made written demand on the Homeowners Association to enforce such provision and 30 days have lapsed without appropriate action having been taken by the Homeowners Association. Any enforcement action may be by a proceeding for such relief as may be provided at law or in equity, including but not limited to a temporary or permanent injunction and/or a suit or action to recover damages.

Section 11.3 Limited Liability: Neither the Declarant, the Homeowners Association, the Architectural Review Committee or, their respective officers, directors, employees or agents shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

Section 11.4 Successors and Assigns: Except as otherwise provided herein, the provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, the Homeowners Association, and each Owner and their respective heirs, personal representatives, successors and assigns.

Section 11.5 Severability: Invalidity or unenforceability of any provision contained in this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

Section 11.6 **Captions:** The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

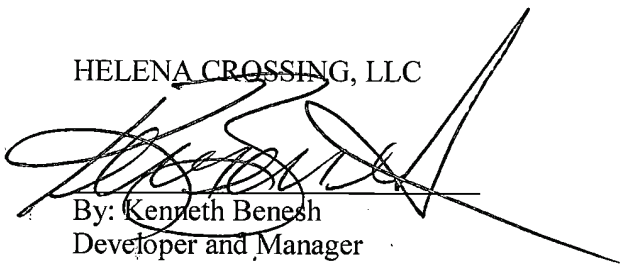
Section 11.7 **Construction:** When necessary for proper construction, the masculine of any word used in any provisions contained in this Declaration shall include the feminine or neuter gender, and the singular the plural, and vice versa.

Section 11.8 **No Waiver:** Failure to enforce any provision contained in this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

Section 11.9 **Attorneys' Fees:** In the event of a dispute arising under any provision contained in this Declaration, the prevailing party shall be entitled to its reasonable costs and attorneys' fees incurred.

Signature of Declarant:

HELENA CROSSING, LLC

By: 
Developer and Manager

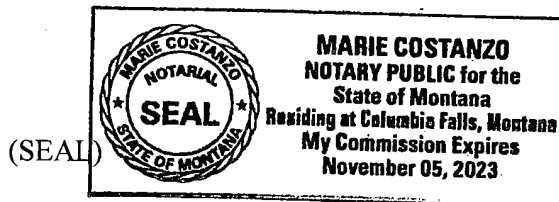
STATE OF MONTANA)

: SS

County of Flathead)

On this 30th day of December, 2019, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Kenneth Benesh, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that such person executed the same in such person's authorized representative capacity on behalf of HELENA CROSSING, LLC, the entity that executed the within instrument, and acknowledged to me that such entity executed the same.

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




(Notary Signature)

Helena Crossing
Homeowners' Association
Proposed Budget

INCOME

Starting Reserves from	
Developer's Contribution	\$500.00

EXPENSE

Sewer System Maintenance	\$1,200.00
Insurance	\$1,500.00
Professional Accounting Fees	\$895.00
License & Fees	\$75.00
Snow Removal	\$4,000.00
Weed Control & Landscaping	\$1,495.00
Reserves	\$2,000.00
<i>Subtotal</i>	<i>\$11,165.00</i>

Property Management 8%	\$893.20
<i>Total</i>	<i>\$12,058.20</i>

Annual per lot (56 total)	\$215.33
Monthly per lot (56 total)	\$17.94

FEB 19 2020

Ken Benesh
67 Overlook Ridge
Kalispell, MT.
59901



Debbie Pierson, Flathead County MT by MW

202000013435
Page: 1 of 1
Fees: \$7.00
5/26/2020 8:57 AM

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HELENA CROSSING**

This Amendment is hereby made to amend the Declaration of Covenants, Conditions and Restrictions of Helena Crossing dated December 30, 2019 and recorded under Reception Number 20200007179 on 3-18-2020, records of Flathead County, Montana.

Said Declaration of Helena Crossing is hereby amended as follows:

1. Section 7.11 is deleted and replaced with the following language:

All utilities shall be placed underground. The subdivision shall be connected to Evergreen Water and Sewer systems. Each home will be metered individually for water consumption and invoiced directly by the Evergreen Water & Sewer District. The Helena Crossing Home Owners Association will be invoiced directly from the Evergreen Water & Sewer District for sewer flow at the master meter. Every home in Helena Crossing will be invoiced for sewer services by the Home Owners Association. The current estimate for sewage disposal is approximately \$480.00 per annum per individual home.

HELENA CROSSING Subdivision according to the map or plat thereof on file and of record in the office of the clerk and recorder of Flathead County, Montana.
The Helena Crossing Home Owners Association will require each home owner to pay in advance the annual sewage disposal fee estimate prorated as calculated per calendar year upon purchase of a home in Helena Crossing to the Helena Crossing H.O.A. The Home Owners Association may or may not continue collecting & paying the sewage fee in advance by the home owners and or substitute another method for collection.

Further details please see the Helena Crossing Public Sewer System (Operation & Maintenance Manual). Larsen Engineering & Surveying, Inc. P.C.

Signed:

Ken Benesh, Member
Helena Crossing, LLC

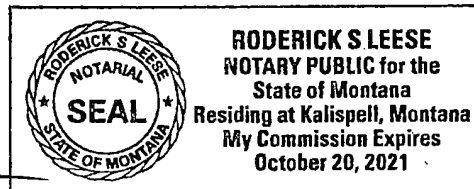
Date

5-22-2020

This instrument was acknowledged before me on this 22nd day of May, 2020, by Ken Benesh, known to me to be a member of Helena Crossing, LLC.

STATE of Montana
County of Flathead

Notary Public for the State of Montana



Return:
Terry Dirt, LLC
7 Meridian Ct
Kalispell, MT
59901



Debbie Pierson, Flathead County MT by NC

202000021957

Page: 1 of 1

Fees: \$7.00

8/3/2020 3:43 PM

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
HELENA CROSSING

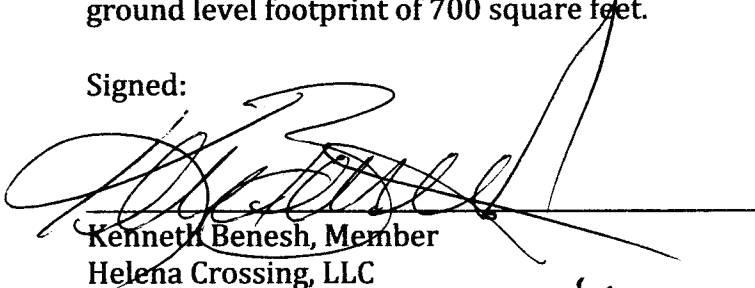
913729-FT

THIS AMENDMENT is hereby made to amend the Declaration of Covenants,
Conditions and Restrictions of Helena Crossing dated December 30, 2019 and recorded
under Reception Number 202000007179 on 3-18-2020 records of Flathead County,
Montana. Said Declaration of Helena Crossing is hereby amended as follows:

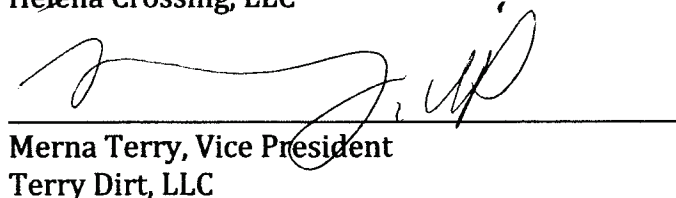
1. Section 7.6 is deleted and replaced with the following language:

Each home, located at the Helena Crossing Subdivision according to the map or plat thereof
on file and of record in the office at the clerk and recorder of Flathead County Montana,
shall have a minimum of 1000 square feet of total living space, not including garages or
outdoor spaces. Two story dwellings shall have at least 900 square feet of living space at
ground level with the exception of Lots 27, 40, 49, 53, and 54 which shall have a minimum
ground level footprint of 700 square feet.

Signed:


Kenneth Benesh, Member
Helena Crossing, LLC

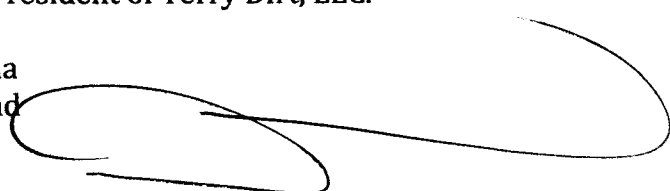
08-03-2020
Date

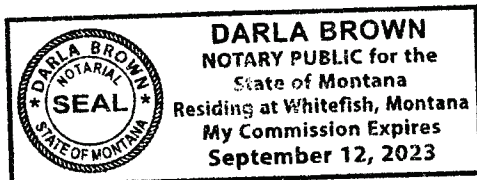

Merna Terry, Vice President
Terry Dirt, LLC

8/3/2020
Date

This instrument was acknowledged before me on this 3rd day of August, 2020, by Ken
Benesh, known to me to be a member of Helena Crossing LLC and by Merna Terry, known
to me to be Vice President of Terry Dirt, LLC.

STATE of Montana
County of Flathead


Notary Public for the State of Montana



Return:

Terry Houcs, Inc.
7 Meridian Ct
Kaliispell, MT 59801



Debbie Pierson, Flathead County MT by AC

202000040790
Page: 1 of 1
Fees: \$7.00
12/3/2020 3:36 PM

934977-FT AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF HELENA CROSSING

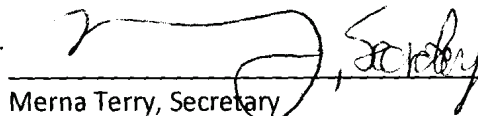
THIS AMENDMENTS is hereby made to amend the Declaration of Covenants, Conditions and Restrictions of Helena Crossing Dated December 30, 2019 and recorded under Reception Number 2020000071719 on 3/18/2020 records of Flathead County, Montana. Said Declaration of Helena Crossing is hereby amended as follows:

1. Section 2.11 **Period of Declarant Control** is hereby amended to read, "(b) the date on which the Declarant has sold one hundred percent (100%) of the Lots within Helena Crossing and the Declarant has notified the Homeowners Association in writing that Declarant has determined that no additional property shall be added to Helena Crossing.".
2. Section 7.5 **Structures** is amended by replacing 10% with 20%.
3. Section 7.15 **Animals** is amended to read, "Dogs or Cats or other small household pets (no more than four total) may be kept, providing".
4. Section 11.1 is amended by replacing the word Wood Ridge with Helena Crossing throughout the section.
5. All other provisions of said Declaration shall remain unchanged.

Signed:


Gina Benesh, Member

11/18/2020
Date

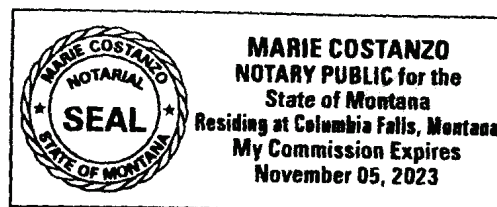

Merna Terry, Secretary
Terry Dirt, LLC

11/9/2020
Date

This instrument was acknowledged before me on this 11/18/20 day of 11/18/20, 2020, by Ken Benesh, known to me to be a member of Helena Crossing LLC and by Merna Terry known to me to be Secretary of Terry Dirt, LLC

STATE of Montana
County of Flathead


Notary Public for the State of Montana



★★ 007034, 0506542, 0507752 thru 0507806 sa

Return to:
Helena Crossing HOA
458 Kendal Loop
Kalispell, MT 59901

FNTCR2-24-1



Debbie Pierson, Flathead County MT by AH

202400002976

Page: 1 of 2

Fees: \$16.00

2/12/2024 10:38 AM

2nd AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF HELENA CROSSING

THIS AMENDMENTS is hereby made to amend the Declaration of Covenants, Conditions and Restrictions of Helena Crossing recorded on March 18, 2020 as Document Number 202000007179, records of Flathead County, Montana. Said Declaration of Helena Crossing, records of Flathead County, Montana, is hereby amended as follows:

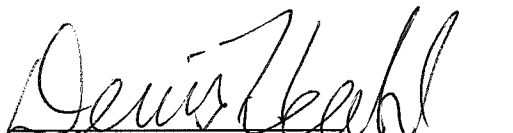
1. Section 7.21 **Fuel Tanks:** *Fuel Tanks that are to be used for home purposes are allowed. Fuel tanks must have prior approval from the Architectural review board before any work is to be done to the property. The Architectural Review Board will give instructions and requirements out for the fuel tanks upon request/approval.*

2. All other provisions of said Declaration shall remain unchanged.

Signed:


Member Karla Hemm

2/7/2024
Date


Member, Dennis Hemm

2-7-24
Date

~~This instrument was acknowledged before me on this _____ day of _____ by _____
known to me to be a member of Helena Crossing LLC and by _____ known
to me to be a _____.~~

★★ 0506542, 0507752 thru 0507806, 0070340 mw

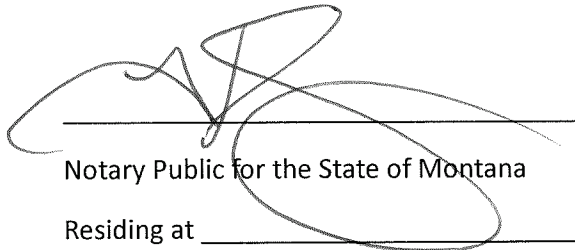


STATE OF MONTANA

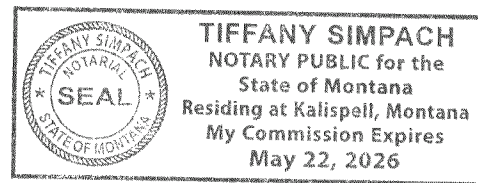
COUNTY OF FLATHEAD

On this 7th day of February, 2024, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Dennis Hemdb and Karla Kemm as Members known to me or proved to me upon satisfactory evidence to be the persons who executed the within instrument on behalf of Helena Crossing LLC.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Notary Public for the State of Montana
Residing at _____
My Commission Expires _____





Debbie Pierson, Flathead County MT by JZ

202500006509

Page: 1 of 2

Fees: \$16.00

4/10/2025 2:15 PM

return: 3rd AMENDMENT OF DECLARATION OF COVENANTS,
HOA CONDITIONS AND RESTRICTIONS OF HELENA CROSSING
458 Kendal Loop
Kalispell, MT 59901

NCA - \

THIS AMENDMENTS is hereby made to amend the Declaration of Covenants, Conditions and Restrictions of Helena Crossing Dated February 13, 2025 and recorded under Reception Number 202000007179 on 3/18/2020 records of Flathead County, Montana. Said Declaration of Helena Crossing is hereby amended as follows:

1. Section 7.15 **Animals:** Dogs or Cats or other small household pets (no more than 4 total) may be kept, providing that they are not kept, bred or maintained for any commercial purpose. No livestock or poultry of any kind shall be raised, bred or kept on any lot with the exception of up to a combined total of eight chickens or ducks (no roosters) and must be contained within a pen. Household pets must be contained upon the owner's lot. All pet enclosures shall be kept in the rear yard of a lot. In common areas, pets must be kept on leashes and cleaned up after. No dog which barks and can be heard on any frequent or continuing basis shall be kept on any lot. Pets constituting a nuisance may be ordered by the HOA to be kept within the residence of the owner or ordered to be removed from Helena Crossing. Dogs with aggressive tendencies or incidents involving dogs shall be given three warnings. After the first incident, the owner will receive a warning that will require the dog in question be walked on a 6' solid leash and under total control. After the second incident, the offending dog is no longer allowed to walk around the subdivision in order to maintain safety for all other homeowners, children and pets. After the third incident, the HOA will require the permanent removal of the pet from the community. All incidents will also be reported to Animal Control for a record to be kept.

2. All other provisions of said Declaration shall remain unchanged.

Signed:


Member Karla Kemm



Member Dennis Hambel

4/1/2025

Date

4/1/2025

Date

★ ★ 0506542, 0507752 thru 0507806, 0070340 CF



ACKNOWLEDGMENT PAGE TO BE ATTACHED TO THE FOLLOWING DOCUMENT:
3rd Amendment Of Declaration Of Covenants

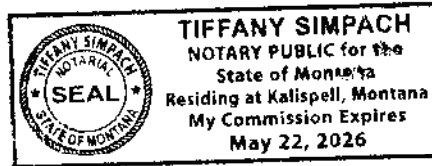
State of Montana

County of Flathead

This instrument was acknowledged before me on April 1st, 2025 by Karla Kemm, *as member*
Helena Crossing HOA


Signature
Notary Public for the State of Montana
Residing at Flathead, MT
My Commission Expires: *5/22/2026*

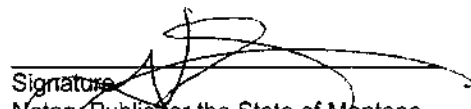
(SEAL)



State of Montana

County of Flathead

This instrument was acknowledged before me on April *1st*, 2025 by *Dennis Hewitt*
as member Helena Crossing HOA


Signature
Notary Public for the State of Montana
Residing at Flathead, MT
My Commission Expires: *5/22/2026*

(SEAL)

