

**CONDITIONS, COVENANTS AND RESTRICTIONS**

**SUBDIVISION 5**

SUB-V

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION, Made this 11<sup>th</sup> day of October,  
1977, by LION MOUNTAIN, INC., a Montana corporation of Whitefish,  
Montana, hereinafter called the "Declarant;"

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property hereinafter described and is desirous of subjecting said real property to the conditions, covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof which shall inure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest and any owners thereof;

NOW, THEREFORE, the Declarant being the owner of all of said property and having established a general plan for the improvement and development of said property does hereby establish the conditions, covenants and restrictions upon which and subject to which all lots and portions of lots within said subdivision shall be improved or sold and conveyed by it as owner and hereby declares that said property is and shall be held, transferred, sold and conveyed subject to the conditions, covenants and restrictions hereinafter set forth which are to run with the land and shall be binding upon all successors in interest of the Declarant.

1. Description - The real property which is and shall be held shall be conveyed, transferred and sold subject to the conditions, covenants, and restrictions of the Declaration is located in the County of Flathead, State of Montana, and is more particularly described as follows:

Lion Mountain Subdivision No. 5, according to the map or plat thereof on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana.

2. Definitions -

a. "Association: shall mean the Lion Mountain Owners Association, Inc., its successors and assigns.

b. "Owner" shall mean the record owner of a fee simple title to any lot which is a part of the properties and shall also include contract buyers.

c. "Properties" shall mean that certain real property described hereinabove and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

d. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

3. Purpose - The real property described in paragraph 1 hereof is subject to the conditions, covenants and restrictions hereby declared to insure the best use and the most appropriate

development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as is practicable the natural beauty of said property; to guard against the erection thereon of structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations; to secure and maintain property setbacks from streets and adequate free space between structures, and, in general, to provide adequately for a high quality of improvements on said property and thereby to enhance the values of improvements made by purchasers of building sites therein.

4. Use - The premises may be used only for single family residences, except for those exceptions indicated on the plat. No lot shall be subdivided in any manner except that the owner of one lot may acquire, own, develop, resell and for all purposes treat as one lot an individual lot together with one-half of a contiguous lot. The remaining one-half lot cannot be developed as a half lot and must, therefore, be combined with the contiguous whole lot on the opposing side with the result that two larger lots may be created from three smaller lots. Two or more contiguous whole lots, if owned by the same owner, may be combined to constitute one lot.

5. Dwelling Size - No dwelling shall be permitted on any lot ground floor area of which, exclusive of basements, porches and garages, is less than the minimum square footage which may be established from time to time by the Architectural Control Committee.

6. Dwelling Construction - All dwellings shall be constructed on the site and no trailer homes, mobile homes, or prefabricated homes of any kind or type shall be placed on a lot in said subdivision. Once construction is started it shall be substantially completed within twelve months.

7. Nuisances - No noxious or offensive activities shall be carried on upon any building site nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trash, rubbish, building materials or other unsightly objects shall be stored or allowed to accumulate on any lot.

8. Temporary Structures - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently except, however, that a lot owner may spend not to exceed two weeks in a camper or trailer on their lot each year on a temporary basis prior to construction of a permanent dwelling.

9. Vehicles - No snowmobiling will be allowed on any roads or trails on any Lion Mountain property except for emergency

reasons. Motorcycles may be used on Lion Mountain roads only for transportation to and from a dwelling and shall be operated in the quietest possible manner. No off-road vehicles of any kind will be permitted to operate on Lion Mountain property.

10. Signs - No signs, billboards or advertising devices of any kind shall be displayed to the public view on any building site except for one sign of not more than five square feet advertising the property for sale or rent or such signs used by a builder to advertise the property during the construction and sales period.

11. Livestock and Poultry - No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site except dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purpose. Dogs shall be restricted to their owner's property and not be allowed to roam free. When off their owner's property dogs shall be under the direct supervision of their owner.

12. Garbage and Refuse Disposal - No building site shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste, and shall not be kept except in sanitary containers. All incinerators or other such equipment storage disposal for such material shall be kept in clean and sanitary condition. Garbage receptacles and clothes lines shall not be visible from any roads.

13. Sewage Disposal - No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Board of Health, the Flathead County Sanitarian and other local authorities.

14. Property Rights - Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

a. The right of the Association to charge reasonable admission and annual maintenance fees for the use of any recreational facility situated upon the Common Area and for the care, maintenance and improvement of the Common Area.

b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to.

d. Any owner may delegate in accordance with the By-Laws his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

15. Membership - Every owner of a lot which is subject to assessment for the care and maintenance of the Common Area shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

16. Assessments - The Declarant for each lot owned within the properties by the Declarant hereby covenants and each owner of any lot by acceptance of the deed therefor whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and for the improvement and maintenance of the Common Areas. No special



assessment for capital improvements in the Common Areas shall be levied unless two-thirds (2/3) of the members of the Association shall vote for such special assessment. The maximum amount of annual assessments shall be as fixed by the By-Laws of the Association. The Board of Directors shall fix the amount of the annual assessment against each lot not later than May 31 each year. Written notice of the annual assessments shall be sent to every owner subject thereto; and any assessment not paid by July 1 of each year shall bear interest from that date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

17. Architectural Control - No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any addition to or change or alteration therein be made, nor shall any of the native vegetative growth be destroyed or removed until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and native vegetation by the Architectural and Environmental Control Committee. No exterior lighting shall be installed or erected on any lot until the

specifications for the same shall have been submitted and approved in writing by the Architectural and Environmental Control Committee. In the event said Committee fails to approve or disapprove such specifications, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Architectural and Environmental Control Committee shall consist of five (5) persons who shall be appointed by the Board of Directors of the Association. During the development of Lion Mountain properties, at least three (3) of the members of the committee shall be members of the Board of Directors of Lion Mountain, Inc. All improvements, construction, reconstruction, alterations, remodeling, or any activity requiring the approval of said Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee.

18. Enforcement - The Association, the Architectural and Environmental Control Committee, or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Architectural and Environmental Control Committee or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

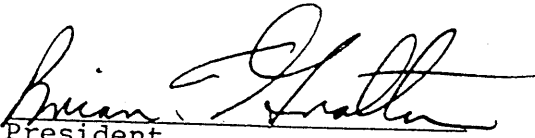
19. Severability - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

20. Amendment - The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than ninety percent (90%) of the lot owners.

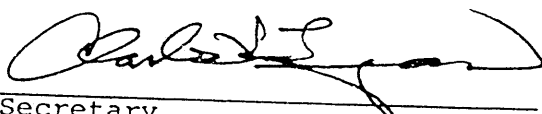
21. Annexation - Additional residential property and Common Area may be annexed to the properties when such annexation has been approved by a majority of the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this instrument to be executed the day and year first hereinabove written.

LION MOUNTAIN, INC.

By:   
President

ATTEST:

  
Secretary

STATE OF MONTANA

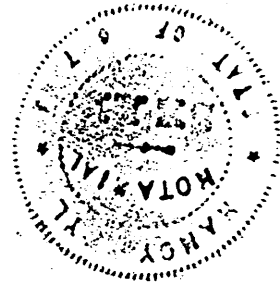
County of Flathead

) : ss.  
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On this 11<sup>th</sup> day of October, 1977, before me, the undersigned, a Notary Public for the State of Montana, personally appeared BRIAN T. GRATTAN, known to me to be the President of LION MOUNTAIN, INC., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

Nancy Doyle  
Notary Public for the State of  
Montana  
Residing at Kalispell, Montana  
My Commission expires: Aug-1-79



STATE OF MONTANA,  
County of Flathead

} ss

Filed for record at the request of Lion mtn  
this 12<sup>th</sup> day of Oct 19 77 at 12<sup>28</sup> o'clock PM and recorded in VOL. 628  
PAGE 243 Records of Flathead County, State of Montana.

Fee \$ 22.00RECEPTION NO. 14628

RETURN TO Lion Mtn Inc.  
Box 41, Wye, MT 59931

INDEXED	<u>1</u>
COPIED	<u>1</u>
COMPARED	<u>1</u>

Ethel L. Smith  
Flathead County Clerk and Recorder

Norm Peterson  
Deputy