

22-31122
 200027616430

RANCHES

GATE AGREEMENT

This Gate Agreement is between LION MOUNTAIN, INC., a Montana corporation ("Lion Mountain, Inc."); Jonathan R. Lippincott, Trustee of the JONNATHAN R. LIPPINCOTT TRUST, u/t/d September 14, 1998, and Nancy S. Lippincott, Trustee of the NANCY S. LIPPINCOTT TRUST, u/t/d September 14, 1998 (the "Lippincott Trusts"); J. Donald Gaines, Trustee of the J. DONALD GAINES LIVING TRUST dated 12/26/90 (the "Gaines Trust"); HARRY S. BROWN ("Brown"); SARA KATHRYN ANDERSON ("Anderson"); CRAIG COOK and ELAINE COOK ("Cook"); and THE MARY JO DUFFY REVOCABLE LIVING TRUST u/a/d August 8, 1997 (the "Duffy Trust"). The parties agree as follows:

1. Property. The property which is subject to this Agreement is depicted on the diagram shown on Exhibit A attached hereto, and is more particularly described on the legal description which is attached hereto as Exhibit B. The parties are the owners of the property.

2. Gate. This Agreement concerns installation, operation and maintenance of a gate to be located on the road which services the property to be located as diagramed on Exhibit A (the "Gate").

3. Initial Construction. Lion Mountain, Inc. shall arrange for and pay the initial costs of constructing the Gate, including the initial cost of the mechanism used to open and close the Gate. Such construction may be done in the discretion of Lion Mountain, Inc. and at such time or times as Lion Mountain, Inc. may elect, in its discretion.

4. Maintenance of the Gate. The parties agree to share the costs of operation, maintenance, repair and replacement of the Gate as provided in this Agreement. The Gate shall be maintained in good, operable condition at all times and under all weather conditions. At present, the costs of such operation, maintenance, repair and replacement shall be paid by the parties as follows:

Lion Mountain, Inc.	One-seventh (1/7)
Lippincott Trusts	One-seventh (1/7)
Gaines Trust	One-seventh (1/7)
Brown	One-seventh (1/7)
Anderson	One-seventh (1/7)
Cook	One-seventh (1/7)
Duffy Trust	One-seventh (1/7).

If any party should subdivide that party's parcel or convey a portion of the property owned by that party to a new owner, the proportionate contributions shall be revised so that the owners of each parcel shall share equally in the costs of such maintenance.

5. Decision. All decisions about the operation of the Gate and the costs to be incurred for operation, maintenance, repair and replacement of the Gate shall be resolved by vote of the owners of a majority of the parcels that are contributing to the costs.

6. Owner Causes Damage. If any owner or guest or family member of and owner causes the Gate to be damaged or used in any manner which results damage to the Gate, such owner shall bear the costs and expenses of repairing and restoring the Gate as that owner's sole and separate cost and expense.

7. Administration. Unless otherwise agreed by the parties, the costs of maintaining the Gate shall be administered and assessed as an additional assessment through the Lion Mountain Homeowners Association. In any event, if any owner fails to pay his share of the costs under this Agreement, the delinquent amount shall become a lien against that owner's parcel and any other owner shall have the power to file a document evidencing the lien with the Clerk and Recorder. Filing such a lien shall be in addition to any other remedies allowed by law to collect amounts owing under this Agreement. In any action to collect amounts owing under this Agreement, the prevailing party shall be entitled to costs and a reasonable attorney's fee.

8. Additional Property. Lion Mountain, Inc. or its successors or assigns may add additional property to this Gate Agreement. The owners of any such added property shall be responsible for a proportional share of the costs under Section 4, above, and such owners shall generally be treated in the same fashion and have the same rights and responsibilities as the original parties to this Gate Agreement. Property may be added in this manner by Lion Mountain, Inc. or its successors or assigns, acting alone, by recording a document in the records of Flathead County, Montana, providing for the addition of the property in question.

9. Amendments. Except for the addition of property as provided in Section 8, above, any amendment to this Gate Agreement shall require the written consent of the owners of a majority of the parcels which are contributing to the maintenance of the Gate, and the written consent of the Lion Mountain Homeowners Association.

10. Appurtenant. This Agreement shall be deemed and is intended to run with the land and to be a binding obligation on the property described herein. The burdens and benefits of this Agreement shall attach to and run with the respective properties described herein, and shall be binding upon and for the benefit of the parties hereto and their respective heirs, successors and assigns. By accepting a deed to any of the property described herein, the new owner shall be deemed to have consented to and become bound by the terms and conditions of this Agreement.

11. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of Montana. In the event of any dispute under this Agreement, the prevailing party shall be entitled to costs and a reasonable attorney's fee.

DATED this 21 day of Oct, 2000.

200027616430

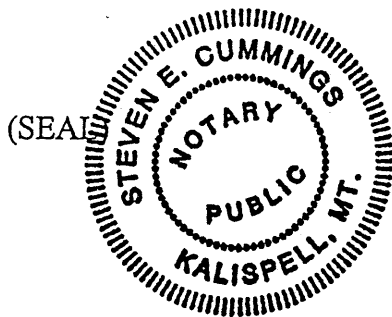
LION MOUNTAIN, INC.,
a Montana corporation

By: Brian T. Grattan
Brian T. Grattan, President

STATE OF Montana)
County of Flathead) : ss

On this 8 day of Sept, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared BRIAN T. GRATTAN, the President of LION MOUNTAIN, INC., the Montana 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.



ME C
Notary Public for the State of Montana
Residing at Kalispell MT
My Commission expires 7/27/2002

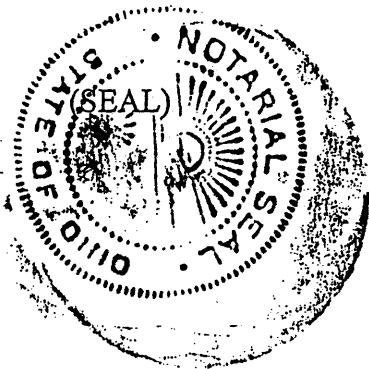
200027616430

Jonathan R. Lippincott
Jonathan R. Lippincott, Trustee of the JONATHAN
R. LIPPINCOTT TRUST, u/t/d September 14, 1998

STATE OF OHIO)
: ss
County of Hamilton)

On this 21st day of September, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared JONATHAN R. LIPPINCOTT, known to me to be the person whose name is subscribed to the within instrument as Trustee, and acknowledged to me that he executed the same as Trustee of the JOHNATHAN R. LIPPINCOTT TRUST, u/t/d September 14, 1998.

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



Marjorie N. McKinley
Notary Public for the State of Ohio
Residing at 108 Leidlav, Cincinnati, OH 45237
My Commission expires MARJORIE N. MCKINLEY
Notary Public, State of Ohio
My Commission Expires 5/03/2003

Nancy S. Lippincott
 Nancy S. Lippincott, Trustee of the NANCY S.
 LIPPINCOTT TRUST, u/t/d September 14, 1998

STATE OF Ohio)
 : ss
 County of Hamilton)

On this 22 day of September, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared NANCY S. LIPPINCOTT, known to me to be the person whose name is subscribed to the within instrument as Trustee, and acknowledged to me that she executed the same as Trustee of the NANCY S. LIPPINCOTT TRUST, u/t/d September 14, 1998.

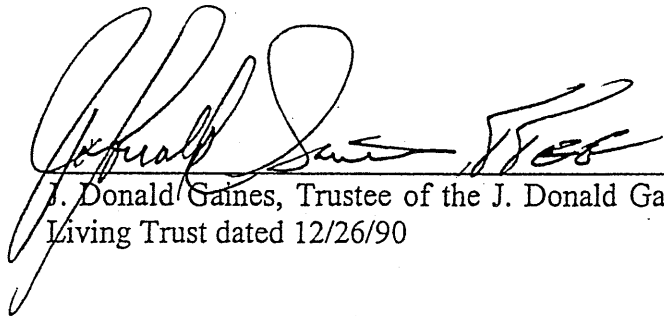
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year first above written.



Stephanne J. Tipton
 Notary Public for the State of Ohio
 Residing at _____
 My Commission expires _____

STEPHANNE J. TIPTON
 Notary Public, State of Ohio
 My Commission Expires 09/14/01

200027616430

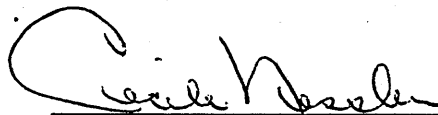

J. Donald Gaines, Trustee of the J. Donald Gaines
Living Trust dated 12/26/90

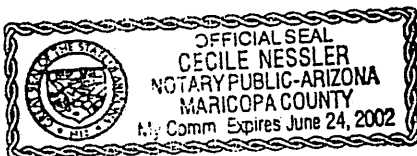
STATE OF Arizona)
County of Maricopa) : ss.

On this 22 day of September 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared J. DONALD GAINES, known to me to be the person whose name is subscribed to the within instrument as Trustee, and acknowledged to me that he executed the same as Trustee of the J. DONALD GAINES LIVING TRUST dated 12/26/90.

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

(SEAL)


Notary Public for the State of Arizona
Residing at Phoenix, Arizona
My Commission expires 6-24-02



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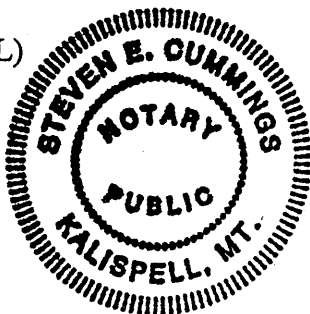
Harry S. Brown
Harry S. Brown

STATE OF Montana)
County of Flathead) : ss

On this 6th day of Sept, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared HARRY S. BROWN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)



STEVEN E. CUMMINGS
Notary Public for the State of Montana
Residing at Kalispell
My Commission expires 7/27/2002

200027616430

Sara Anderson

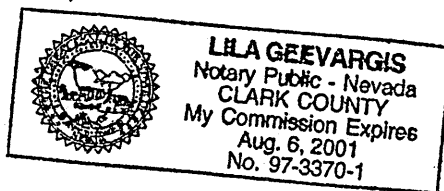
SARA KATHRYN ANDERSON

STATE OF Nevada)
County of Clark) : ss

On this 26th day of September, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared SARA KATHRYN ANDERSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)



Lila G. G. G.
Notary Public for the State of Nevada
Residing at 3430 E. TROPICANA
My Commission expires August 6th, 2001

200027616430

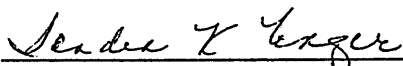

CRAIG COOK

STATE OF MONTANA)
: SS
County of FLATHEAD)

On this 26th day of Sept, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared CRAIG COOK, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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 Public for the State of MONTANA
Residing at WHITEFISH
My Commission expires 9/30/2002

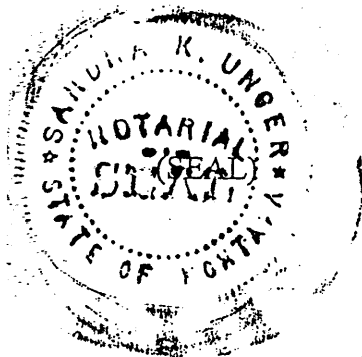
200027616430

Elaine Cook
ELAINE COOK

STATE OF MONTANA)
: ss
County of FLATHEAD)

On this 26 day of Sept., 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared ELAINE COOK, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Sandra K. Ungar
Notary Public for the State of MONTANA
Residing at WHITEFISH
My Commission expires 7/30/2002

200027616430

Mary Jo Duffy

Mary Jo Duffy, Trustee of THE MARY JO DUFFY
REVOCABLE LIVING TRUST u/a/d August 8, 1997

STATE OF South Carolina
County of York : ss)

On this 21 day of September, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared MARY JO DUFFY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as Trustee of THE MARY JO DUFFY REVOCABLE LIVING TRUST u/a/d August 8, 1997.

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

Sherry A. Nichols

Notary Public for the State of South Carolina
Residing at 3066 Weyford Dr. Rock Hill SC
My Commission expires 2-20-2002

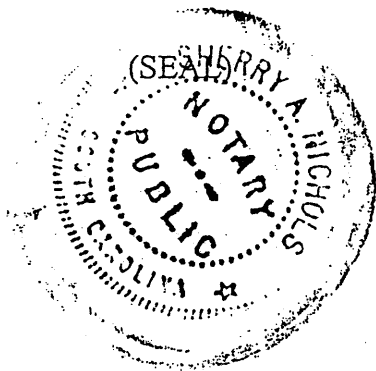
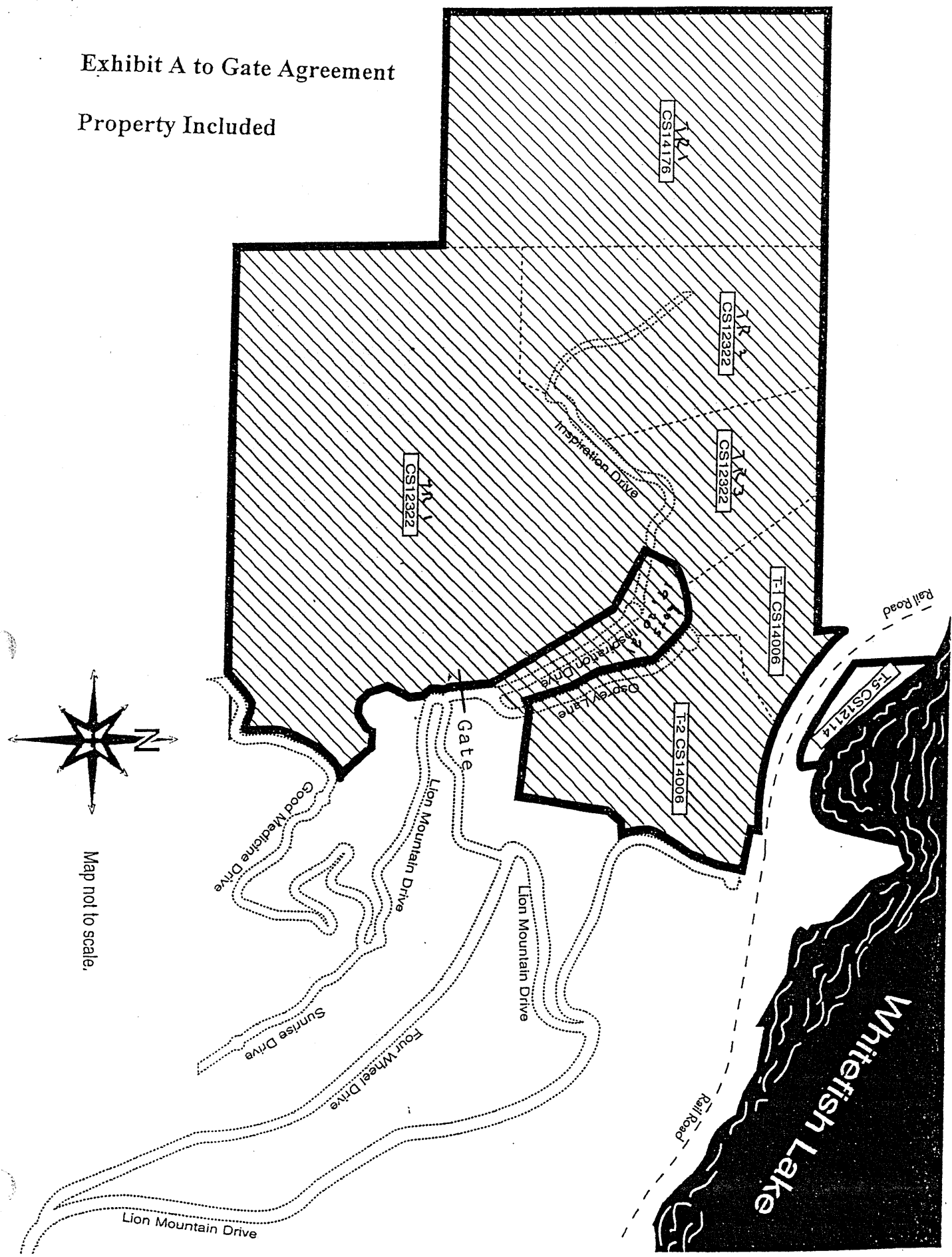


Exhibit A to Gate Agreement

Property Included



200027616430

EXHIBIT B

TO

GATE AGREEMENT

Property Subject to Gate Agreement

Tracts 1, 2 and 3, Certificate of Survey No. 12322, records of Flathead County, Montana.

Tracts 1 and 2, Certificate of Survey No. 14006, records of Flathead County, Montana.

Tract 1, Certificate of Survey No. 14176, records of Flathead County, Montana.

Lots 19, 20 and 21 of Lion Mountain Phase VI, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

2000276 16430

CONSENT AND AGREEMENT OF LION MOUNTAIN OWNERS ASSOCIATION

LION MOUNTAIN OWNERS ASSOCIATION does hereby consent and agree to the foregoing Gate Agreement.

DATED this 18 day of September, 2000.

LION MOUNTAIN OWNERS ASSOCIATION
a Montana nonprofit corporation

By: [Signature]

Its: President

STATE OF MONTANA)

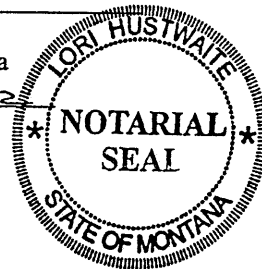
: ss

County of Flathead)

On this 18th day of September, 2000, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Jon Ludviksen, known to me to be the President of LION MOUNTAIN OWNERS ASSOCIATION, 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.

[Signature]
Notary Public for the State of Montana
Residing at Whitefish, Montana
My commission expires 12/03/2002



Return after recording to
Steve Cummings
PO Box 7370
Kalispell MT 59904-0370

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of Christensen
this 2 day of Oct, 2000 at 4:43 o'clock PM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 84 — Pd.

RECEPTION NO. 200027616430

[Signature]
(Flathead County Clerk and Recorder)

REPORT: RCPTBOOK

FLATHEAD COUNTY CLERK AND RECORDER
RECEPTION BOOK FOR MONDAY 10/01/00

PAGE : 34

GRANTORS	GRANTEES	REC. FEES	FILE FEES	RECEPTION NUMBER
GAINES, J DONALD TR J DONALD GAINES TR LION MTN OSPREY LANE	GAINES, J DONALD TR J DONALD GAINES TR LION MTN OSPREY LANE	42.00		200027616420

COMMENT: RD MAINT AGREE OSPREY LANE
INST CODE: MISC RE
RETURN TO: STEVE CUMMINGS
BOX 7370
KALISPELL, MT 599040370

DESC: SEC TWN RNG NAME LOT BLOCK
22 31 22 LAND IN

ASSR: 0003127 0108190

LION MTN LIPPINCOTT, JONATHAN R TR JONATHAN R, LIPPINCOTT TR LIPPINCOTT, NANCY S TR NANCY S LIPPINCOTT, TR GAINES, J DONALD TR J DONALD GAINES TR BROWN, HARRY S ETAL ANDERSON, SARA KATHRYN ETAL COOK, CRAIG ETAL COOK, ELAINE ETAL MARY JO DUFFY TR	J DONALD GAINES TR BROWN, HARRY S ETAL ANDERSON, SARA KATHRYN ETAL COOK, CRAIG ETAL COOK, ELAINE ETAL MARY JO DUFFY TR LION MTN LIPPINCOTT, JONATHAN R TR JONATHAN R, LIPPINCOTT TR LIPPINCOTT, NANCY S TR NANCY S LIPPINCOTT, TR GAINES, J DONALD TR	84.00		200027616430
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COMMENT: GATE AGREE
INST CODE: MISC RE
RETURN TO: STEVE CUMMINGS
BOX 7370
KALISPELL, MT 599040370

DESC: SEC TWN RNG NAME LOT BLOCK
22 31 22 LAND IN
22 31 22 LION MOUNTAIN SUB 6 AND L21 21
22 31 22 LION MOUNTAIN SUB 6 AND L19 19
27 31 22 LION MOUNTAIN SUB 6 20

ASSR: 0001883 0003127 0107700 0108190 0831450 0981471 0981472 0981473