

**CONDITIONS, COVENANTS AND RESTRICTIONS  
AND ANNEXATION OF LION MOUNTAIN RANCHES  
(LATER DOCUMENT)**

**SUBDIVISION 6**

22-31-22

2000276 16400

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS AND  
ANNEXATION OF PROPERTY INTO  
LION MOUNTAIN SUBDIVISION NO. 6 (RANCHES)

This Declaration is made this 22 day of October, 2000, by LION MOUNTAIN, INC., a Montana corporation, hereafter called the "Declarant," and the undersigned owners;

WITNESSETH:

WHEREAS, Declarant and the other parties who have signed this Declaration are the owners of the real property hereinafter described and are desirous of annexing said real property to make it a part of Lion Mountain Subdivision No. 6 and of subjecting said real property to the conditions, covenants and restrictions which are applicable to Lion Mountain Subdivision No. 6, with the exceptions provided herein, each and all of which is and are for the benefit of said property and for each owner thereof, and 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 and the other undersigned owners, being the owners of all of said property and having established a general plan for the improvement and development of said property, do 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 do hereby declare that said property is and shall be held, transferred, sold and conveyed subject to the conditions, covenants and restrictions hereinafter set forth, all of which are to run with the land and shall be binding upon all successors in interest of the Declarant and the other undersigned owners.

1. Description. The real property (the "Property") which is and shall be held, conveyed, transferred and sold subject to the conditions, covenants and restrictions of this Declaration 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.

2. Covenants. The Property described above is hereby subjected to all of the terms, conditions, covenants and restrictions of that certain Declaration of Conditions, Covenants and Restrictions of Lion Mountain Subdivision No. 6, dated November 10, 1993, and recorded on December 7, 1993, under Reception No. 9334110330, records of Flathead County, Montana (the "Lion Mountain No. 6 Covenants"), but with the exceptions noted below. The Lion Mountain No. 6 Covenants, with the exceptions noted below, are hereby fully incorporated by reference into this Declaration. The Declarant does hereby declare that the Property is and shall be held, transferred, sold and conveyed subject to the Lion Mountain No. 6 Covenants, with the exceptions noted in Section 4 below, all of which are to run with the land and shall be binding upon all successors in interest of the Declarant and the other undersigned owners.

2000276 16400

3. Annexation. The Property is hereby annexed into and made a part of the Lion Mountain Subdivision No. 6, on the terms and conditions provided herein. The owners of the property shall be members of the Lion Mountain Homeowners Association, Inc. (the "Association"), shall have all rights and responsibilities of such membership, shall be subject to and shall pay assessments as provided under the governing documents of the Association.

4. Exceptions. The exceptions and modifications to the Lion Mountain No. 6 Covenants are as follows:

A. Subdivision. The Property described above may be subdivided or otherwise divided into smaller parcels, provided that:

- (i) For the Lippincott Property (Tract 3 of Certificate of Survey No. 12322), the minimum lot size shall be five (5) acres,
- (ii) The Lakefront Property (Tract 5 of Certificate of Survey No. 12114) may be subdivided into not more than six (6) parcels, and
- (iii) For all of the rest of the property which is subject to this Declaration, no parcel which is less than twenty (20) acres may be created, except that in an approved subdivision, parcels may be created which are smaller than 20 acres, provided that the overall density in the subdivision is not less than 15 acres per parcel.

All such subdivision or division of land shall be in accordance with the applicable government laws and ordinances then in effect. Ownership of a parcel by a corporation or other business entity shall not be considered a violation under this Declaration. A business entity may allow its employees, directors, shareholders, partners or members to occupy a house constructed on the Property on a temporary basis and may conduct occasional meetings or retreats at the house, and such uses shall be considered within the permitted uses under this Declaration.

B. Horses and Llamas. For each five acres contained in a lot, up to two horses or llamas may be kept with their offspring. The offspring shall not be counted in the total until such time as the offspring are one year old. No horses or llamas shall be allowed on any of the roads, adjacent rights of way or common areas within Lion Mountain Phases 1-6, inclusive.

C. Water Hookups. Only the properties depicted on Exhibit C and legally described on Exhibit D shall be permitted to hook up to the Lion Mountain water system. All costs associated with any extension of the Lion Mountain water system to these properties shall be paid by Declarant or owner of the property in question, but in any event shall not be paid by the Lion Mountain Homeowners Association.

D. Roads. The Lion Mountain Homeowners Association shall not be responsible for maintenance of the roads within the Property described in Exhibit "B". The owners of the Property are making separate arrangements for such maintenance. Recognizing that the owners of the Property will use certain of the roads within the rest of Lion Mountain, the owner of the Property will pay the regular assessments for road maintenance in the same amount as the rest of the owners within Lion Mountain.

5. Previous Covenants Superseded. This Declaration supercedes in its entirety that certain Declaration of Conditions, Covenants and Restrictions and Annexation of Lion Mountain Ranches dated June 15, 1998 and recorded in the records of Flathead County, Montana on June 15, 1998 under Reception No. 199816614010 (the "Original Ranches Declaration"). The Original Ranches Declaration is void and of no further force or effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant and the other owners of the property described herein, have hereunto set their hand and seal the day and year first above written.

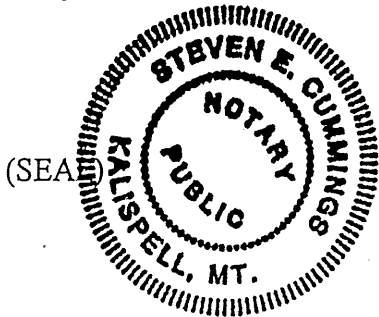
LION MOUNTAIN, INC.,  
a Montana corporation

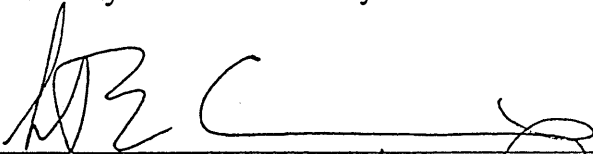
STATE OF Montana )  
County of Flathead ) : ss

PAGE 3 OF 7

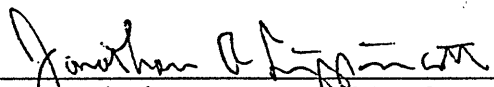
2000276 16460

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 Kalispell MT  
My Commission expires 7/27/2002

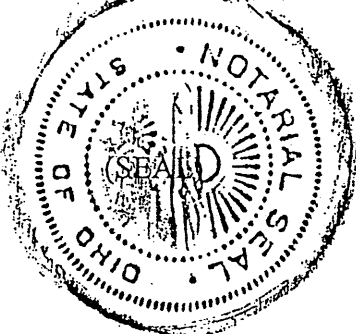
Other Owners:

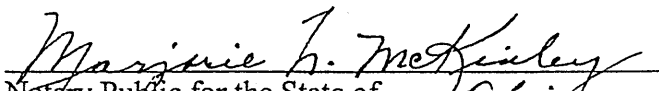
  
Jonathan R. Lippincott, Trustee of the JONNATHAN  
R. LIPPINCOTT TRUST, u/t/d September 14, 1998

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 JONNATHAN 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.



  
Notary Public for the State of Ohio  
Residing at 1138 Laidlaw, Cincinnati OH 45237  
My Commission expires \_\_\_\_\_

MARJORIE N. MCKINLEY  
Notary Public, State of Ohio  
My Commission Expires 5/03/2003

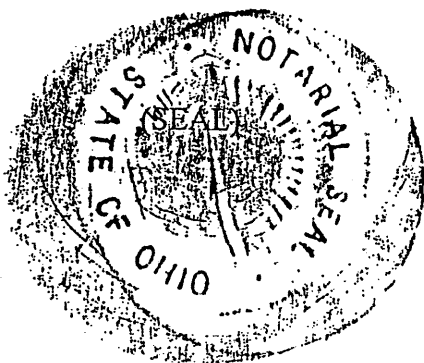
2000276 / 6400

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

STATE OF Ohio )  
County of Wayne ) : ss

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.

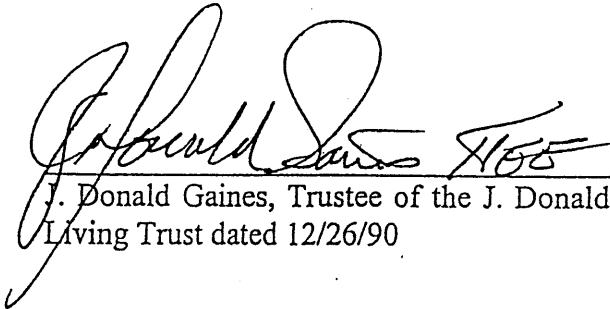
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year first above written.



Stephanie A. [Signature]  
Notary Public for the State of Ohio  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STEPHANIE A. [Signature]  
Notary Public, State of Ohio  
My Commission Expires May 14, 2003

2000276 / 6400


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

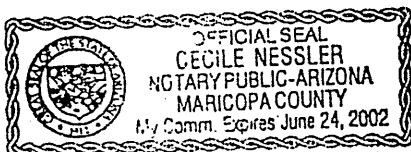
STATE OF Arizona )  
County of Maricopa ) : ss

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



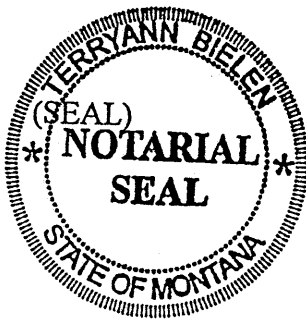
2000276 / 6400

Harry S. Brown  
Harry S. Brown

STATE OF Montana )  
County of Flathead ) : ss

On this 6<sup>th</sup> day of September, 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.



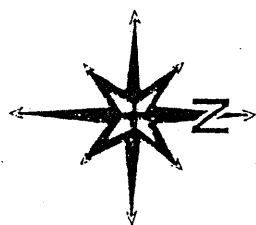
Terryann Bielen  
Notary Public for the State of Montana  
Residing at Kalispell  
My Commission expires 5/24/03



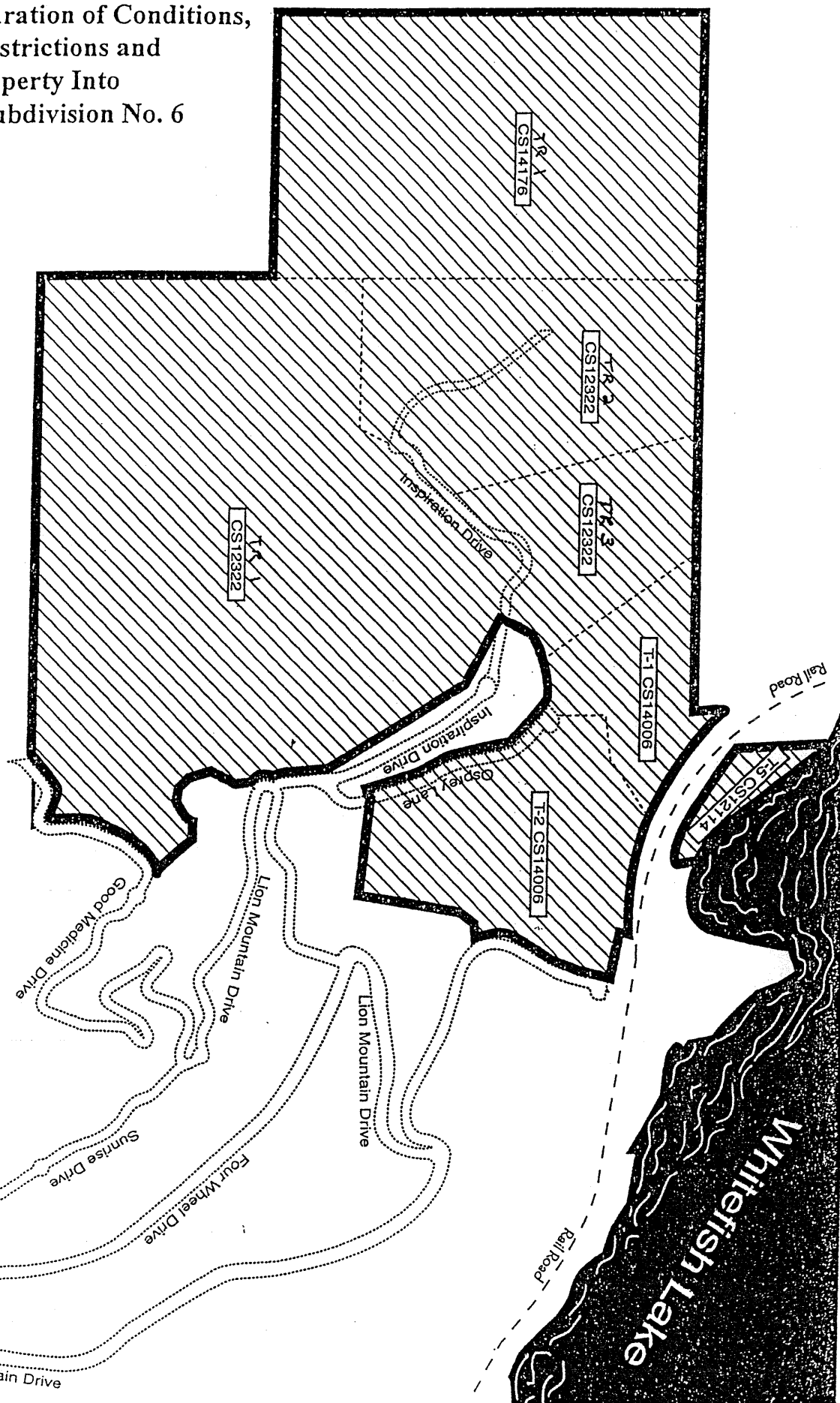
2000276 16400

Exhibit A to Declaration of Conditions,  
Covenants and Restrictions and  
Annexation of Property Into  
Lion Mountain Subdivision No. 6

Property Annexed



Map not to scale.



2000278 16400

EXHIBIT B

TO

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
AND ANNEXATION OF PROPERTY  
INTO LION MOUNTAIN DEVELOPMENT

Property Annexed

Lippincott Property:

Tract 3, Certificate of Survey No. 12322, records of Flathead County, Montana.

Lakefront Property:

Tract 5, Certificate of Survey No. 12114, records of Flathead County, Montana.

Other Property:

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

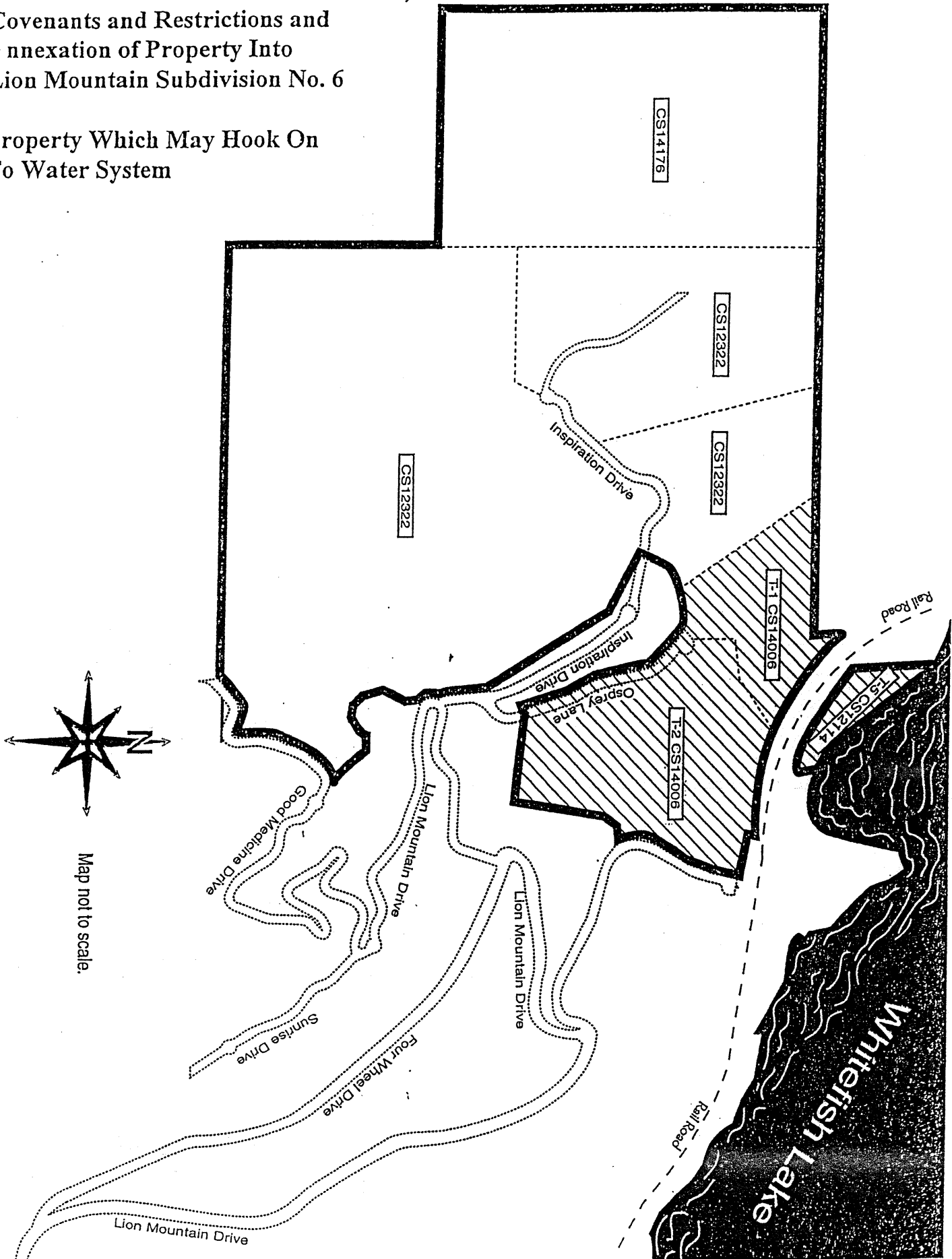
Tracts 1 and 2, Certificate of Survey No. 14006, records of Flathead County, Montana.

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

2000276 16460

Exhibit C to Declaration of Conditions,  
Covenants and Restrictions and  
Annexation of Property Into  
Lion Mountain Subdivision No. 6

Property Which May Hook On  
To Water System



2000276 / 6400

**EXHIBIT D**

**TO**

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
AND ANNEXATION OF PROPERTY  
INTO LION MOUNTAIN DEVELOPMENT**

**Property Which May Hook Onto Water System**

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

Tract 5, Certificate of Survey No. 12114, records of Flathead County, Montana.

2000276 16400

CONSENT AND AGREEMENT OF LION MOUNTAIN OWNERS ASSOCIATION

LION MOUNTAIN OWNERS ASSOCIATION does hereby consent and agree to the foregoing Declaration of Conditions, Covenants and Restrictions and Annexation of Property into Lion Mountain Development.

DATED this 13 day of September, 2000.

LION MOUNTAIN OWNERS ASSOCIATION  
a Montana nonprofit corporation

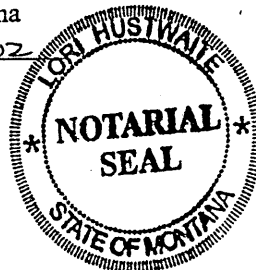
By: [Signature]  
Its: President

STATE OF MONTANA     )  
                                      : ss  
County of Flathead     )

On this 18<sup>th</sup> 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  
Box 7370  
Kalispell MT 59904-0370

STATE OF MONTANA, }  
County of Flathead    } ss

Recorded at the request of Christensen, Etal  
this 2 day of Oct, 2000 at 4:40 o'clock PM and recorded in  
the records of Flathead County, State of Montana.

Fee \$ 72 — Pd.

RECEPTION NO. 2000276 16400

[Signature]  
(Flathead County Clerk and Recorder)

199334110210

Lion mnt  
93341/0380

ANNEXATION OF LION MOUNTAIN SUBDIVISION NO. 6  
AND  
CONVEYANCE OF ROAD AND WATER SYSTEM

This agreement is between LION MOUNTAIN, INC., a Montana corporation, of 101 Lakeside Blvd., Lakeside, MT 59922 ("Lion Mountain, Inc."), and LION MOUNTAIN OWNERS ASSOCIATION, a Montana corporation, of P.O. Box 734, Whitefish, MT 59937 ("Owners Association"). The parties agree as follows:

1. Background. Lion Mountain, Inc. has developed a subdivision in Lion Mountain Subdivision No. 6 and wishes to annex this subdivision into the overall Lion Mountain Subdivision Project. The parties agree that the annexation shall take place on the terms and conditions provided herein.

2. Grant of Water System. For Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Lion Mountain, Inc. does hereby grant, bargain, sell and convey to Lion Mountain Owners Association the following-described real and personal property located in Flathead County, Montana:

The area identified as "Well Site" on the map or plat of Lion Mountain Subdivision No. 6, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

RESERVING TO Lion Mountain, Inc. all rights under that certain Deed and Agreement Regarding Water System by and between the same parties dated November 4, 1988 and recorded November 29, 1988 under Reception No. 88-334-09380, which Deed and Agreement shall continue to be in full force and effect and binding upon the parties in accordance with its terms, encompassing the water system as upgraded by the foregoing addition to the water system.

together with the well, pumps, pump house, water lines, and all other appurtenances and easements appurtenant thereto related to the water system which serves Lion Mountain Subdivision No. 6, all of which will be attached and become a part of the water system serving the entire Lion Mountain Subdivision, to have and to hold to the Grantee and the Grantee's successors and assigns forever.

3. Grant of Roads. For Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Lion Mountain, Inc. does hereby grant, bargain, sell and convey to Lion Mountain Owners Association the following described real property located in Flathead County, Montana:

Lion Mountain Drive, Inspiration Drive, Good Medicine Drive, Four Wheel Drive, Sunrise Drive, and all other 60' roads shown or designated as private roads on the map or plat of Lion Mountain Subdivision No. 6, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

SUBJECT TO easement in favor of Lion Mountain Sewer System Association, Inc. for sewer lines and appurtenances.

93341/0380

RESERVING TO Lion Mountain, Inc. all rights under that certain Deed and Agreement Regarding Roads between the same parties dated November 4, 1988 and recorded November 29, 1988 under Reception No. 88-334-09390, which Deed and Agreement shall continue to be in full force and effect and binding upon the parties in accordance with its terms, encompassing the entire road system within Lion Mountain Subdivision, as expanded by the foregoing addition to the road system.

together with all appurtenances, to have and to hold unto the Grantee and the Grantee's successors and assigns forever.

4. Grant of Park Areas. For Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Lion Mountain, Inc. does hereby grant, bargain, sell and convey to Lion Mountain Owners Association the following described real property located in Flathead County, Montana:

The areas identified as Park 'A' and Park 'B' on the map or plat of Lion Mountain Subdivision No. 6, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

SUBJECT TO easement in favor of Lion Mountain Sewer System Association, Inc. for sewer lines and appurtenances.

together with all appurtenances, to have and to hold unto the Grantee and the Grantee's successors and assigns forever.

5. Water System Warranty. Lion Mountain, Inc. warrants that the portion of the water system located in Lion Mountain Subdivision No. 6, including the well, pumps, water lines and other appurtenances, will be installed in a good and workmanlike manner so as to be free from defects in labor or material for a period of one year, beginning on the date the project engineer certifies that the water system is completed and operational. In the event of any failure of this portion of the water system during the one-year period, Lion Mountain, Inc. shall repair or replace the defective portion of the system, including labor and materials. Lion Mountain, Inc. shall not be responsible for incidental, consequential or other damages, and all remedies under this warranty shall be limited to repair and replacement of the defective portion of the water system.

6. Road System Warranty. Lion Mountain, Inc. warrants that the roads located in Lion Mountain Subdivision No. 6 will be installed in a good and workmanlike manner so as to be free from defects in labor or material for a period of one year, beginning on the date the project engineer certifies that the roads are completed and operational. In the event of any failure of the roads during the one-year period, Lion Mountain, Inc. shall repair or replace the defective portion of the roads, including labor and materials. Lion Mountain, Inc. shall not be responsible for incidental, consequential or other damages, and all remedies under this warranty shall be limited to repair and replacement of the defective portion of the roads.

7. Miscellaneous. This agreement shall be binding on the parties and their respective successors and assigns.

9334110380

DATED this 10<sup>th</sup> day of November, 1993.

LION MOUNTAIN, INC.,  
a Montana corporation

By: Brian T. Grattan  
Its: President

LION MOUNTAIN OWNERS ASSOCIATION,  
a Montana corporation

By: Peter W. Skarstedt  
Its: PRESIDENT

STATE OF MONTANA )  
: ss  
County of Flathead )

On this 10<sup>th</sup> day of November, 1993, before me, the undersigned, a Notary Public for the State aforesaid, 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.

Denna Sommerfeld  
Notary Public for the State of Montana  
Residing at Salispell Montana  
My commission expires 8-26-95

STATE OF MONTANA )  
: ss  
County of Flathead )

On this 10 day of November, 1993, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Peter W. Skarstedt, 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.

Marlene C. Slatz  
Notary Public for the State of Montana  
Residing at Salispell Montana  
My commission expires 1-23-95

STATE OF MONTANA )  
County of Flathead )  
Recorded as the request of SANDS SURV'G  
this 7 day of DEC 1993 at 10:38 clock A.M.  
and recorded in the records of Flathead County, State of Montana.  
Fee \$ 18 = Pd.  
RECEPTION NO. \_\_\_\_\_  
RETURN TO \_\_\_\_\_  
Susan W. Sommerfeld  
Flathead County Clerk and Recorder  
Sherry S. Singleton  
Deputy

9334110380

LION MOUNTAIN  
FOR MTN LODGES, HWY 93 & FAIRWAY DR. WISH MTN