

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

SUBDIVISION 6

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*Road Maintenance
Gate Agreement
Road Maintenance Beckey Lane*

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CG-25835

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
AND ANNEXATION OF
LION MOUNTAIN RANCHES

This Declaration is made this 15th day of June, 1998, by LION MOUNTAIN, INC., a Montana corporation, hereinafter called the "Declarant";

WITNESSETH:

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, 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; and

WHEREAS, by previous reservations and agreements by and between Lion Mountain, Inc. and Lion Mountain Homeowners Association, Inc., Lion Mountain, Inc. may annex the property described below into the Lion Mountain development, making the owners members of the Lion Mountain Homeowners Association, Inc.;

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 does 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 Declaration. The said real property is hereby annexed into the Lion Mountain development and the owners of the property shall become members of the Lion Mountain Homeowners Association, Inc.

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

Tracts 1, 2, 3, and 4, Certificate of Survey No. 12322.

Add. TR 5, 6, 5.5 Ac and SD, 75-

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THESE C.C.R.'s TO BE REPLACED BY NEW DOCUMENTS DATED & SIGNED
BY BRIAN GRATEL ON 9-8-00.

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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 Areas" 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 subjected 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. No lot shall be subdivided in any manner except as follows. Lots may be subdivided, provided that the minimum lot size shall be five (5) acres. All such subdivision shall be in accordance with the applicable government laws and ordinances then in effect. Ownership of a Lot 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.

5. Dwelling Size. No dwelling shall be permitted on any lot the 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 and Environmental 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 sites 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 as provided herein. 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. Dogs, cats or other household pets may be kept on the property. 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 kept on leashes at all times. Animals shall not be kept, bred or maintained for any commercial purpose. Occasional sale of animals shall not be considered commercial activity.

12. Garbage and Refuse Disposal. No building site shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste, which shall not be kept except in sanitary containers. All incinerators or other such equipment for storage or 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. Satellite Dishes and Antennas. No satellite dishes or large television or other antennas shall be located so as to be visible to the public or other owners. The location and any proposed screening of such items shall be subject to review by the Architectural and Environmental Control Committee.

15. House Numbers. Owners shall maintain house numbers either on the house itself or at the driveway entrance. All house numbers shall be visible from the road.

16. Fire Clearance Measures. In construction and landscaping of houses, owners shall create and maintain defensible space/vegetative clearance measures around structures as indicated on Appendices A and B, attached hereto, for the purpose of reducing fire danger.

17. Roofing Material. Owners shall utilize only Class A or B roofing materials as rated by the National Fire Protection Association. Use of wood shake roofs is discouraged.

18. Building Code. All improvements shall be constructed in accordance with the applicable building codes of the governmental entity having jurisdiction, or if no such building codes are in effect, then in accordance with the Uniform Building Code.

19. Clear Vision Area. Owners shall cooperate in maintaining a triangular "clear vision" area to be established and maintained at all road intersections and switchback curves, such that each of the two sides has a distance of 80 feet measured from the point of intersection (or the midpoint of the switchback curve) along the road centerlines of each road.

20. 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 Bylaws 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.

21. 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.

22a. 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 therefore 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 Area. The Association shall be responsible for maintenance, taxes and liability insurance, if desired, for the Common Area. No special assessments for capital improvements in the Common Areas shall be levied unless two-thirds (2/3rds) of the members of the Association shall vote for such special assessment. The maximum amount of annual assessments shall be as fixed by the Bylaws 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

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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 assessment provided for herein by nonuse of the common Area or abandonment of his lot.

22b. Special Assessment for Road Maintenance. In addition to the assessments provided for in Paragraph 22a, above, the Association may levy assessments for the actual cost of maintaining the road identified as the "Tract 1,2,3 Road" as shown on Exhibit "A" attached hereto. The Tract 1,2,3 Road is that portion of Inspiration Drive which serves only Tracts 1, 2, and 3, COS 12322. Such assessments shall be assessed and collected in the same fashion as other assessments, except that assessments for expenses relating to the Tract 1,2,3 Road shall apply only to the owners of Tracts 1, 2, and 3, COS 12322. No assessments for expenses for the Tract 1,2,3 Road shall apply to the owners of the other lots in the various Lion Mountain subdivisions. Assessments for the Tract 1,2,3 Road shall be paid as follows:

Owners of Tract 1	one-third (1/3)
Owners of Tract 2	one-third (1/3)
Owners of Tract 3	one-third (1/3)

*May Re Allocate
% per Tracts*

The percentages provided above shall not be changed if any of the parcels are subdivided. In such event, the owners of the subdivided parcels shall share equally in paying their one-third share of the over-all assessment. Any such assessments for major improvements or upgrades to the Tract 1,2,3 Road shall require the consent of the owners of two of the three parcels. The proceeds of the assessments provided in this Paragraph shall be used solely for maintaining and improving the Tract 1,2,3 Road. The assessments provided in Paragraph 22a shall not be used for maintaining and improving the Tract 1,2,3 Road.

22c. Maintenance of Interior Roads. Each individual owner of Tract 1, 2, or 3, COS 12322, shall be responsible individually for the cost of building, maintaining and improving any roads leading into their respective parcels from the Tract 1,2,3 Road. The owner of Tract 4, COS 12322 shall be responsible individually for the cost of building, maintaining and improving the Tract 4 Road, as shown on Exhibit "A" attached, and any roads leading into their respective parcels from the Tract 4 Road. The Tract 4 Road is that portion of Lion Mountain Drive which serves only Tract 4, COS 12322. Such individual responsibility shall not prevent any owner from making arrangements with Lion Mountain Homeowners Association, Inc. for maintenance of such a road, so long as the owner and Lion

Add TR 5 + 6

Mountain Homeowners Association, Inc. are in agreement concerning such maintenance.

22d. Water Assessments. The owners of Tracts 3 and 4^{ant 5, 6} of the Lion Mountain Ranch property may hook onto the Lion Mountain water system, and shall be subject to assessments relating to the water system at such time as they elect to hook onto the water system. No more than two hookups shall be permitted for Tract 3 (including any parcels created by permitted subdivision of Tract 3), and no more than two hookups shall be permitted for Tract 4^{5, 6} including any parcels created by permitted subdivision of Tract 4^{5, 6}. The owners of Tracts 1 and 2 of the Lion Mountain Ranches property shall not be permitted to hook onto the Lion Mountain water system ~~without the consent of the Lion Mountain Homeowners Association, Inc.~~ In all cases, the costs of extending the water lines and hooking up to the system shall be paid by the owner, not by Lion Mountain Homeowners Association, Inc.

23. Architectural Control. No building, fence, wall, satellite dish, large antenna, 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. All improvements, construction, reconstructions, 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.

24. Enforcement. The Association, the Architectural and Environmental Control Committee of the Association, 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, the Architectural

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and Environmental Control Committee of the Association, 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.

25. 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.

26. Amendment. The covenants and restrictions of this Declaration shall run 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. This Declaration may not be amended or repealed without the prior written consent of the Flathead County Commissioners (or other governmental body having jurisdiction).

27. 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 set its hand and seal the day and year first above written.

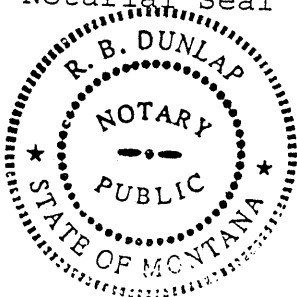
LION MOUNTAIN, INC.,
a Montana corporation

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

STATE OF MONTANA)
 : ss
County of Flathead)

On this 15th day of June, 1998, 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.



R. B. Dunlap
Notary Public for the State of Montana
Residing at Kalispell, Montana
My commission expires 5-19-99

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CONSENT OF LION MOUNTAIN HOMEOWNERS ASSOCIATION, INC.

LION MOUNTAIN HOMEOWNERS ASSOCIATION, INC. does hereby consent to the foregoing Declaration of Conditions, Covenants and Restrictions and Annexation of Lion Mountain Ranches.

DATED this 11 day of June, 1998.

LION MOUNTAIN HOMEOWNERS ASSOCIATION,
INC.

a Montana nonprofit corporation

By:

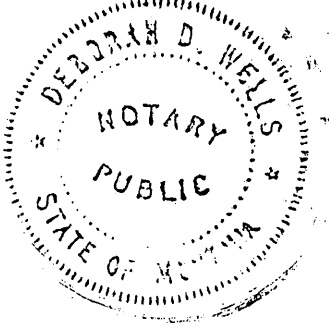
Its:

Raymond L. Sanford
President

STATE OF MONTANA)
: ss
County of Flathead)

On this 11th day of June, 1998, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Raymond L. Sanford, known to me to be the President of LION MOUNTAIN HOMEOWNERS ASSOCIATION, 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.



Deborah D. Wells
Notary Public for the State of Montana
Residing at Columbia Falls, Montana
My commission expires 01/01/01

Return to: Lion Mountain Inc
28 Fairview Dr.
Whitefish MT 59937

STATE OF MONTANA, }
County of Flathead } ss

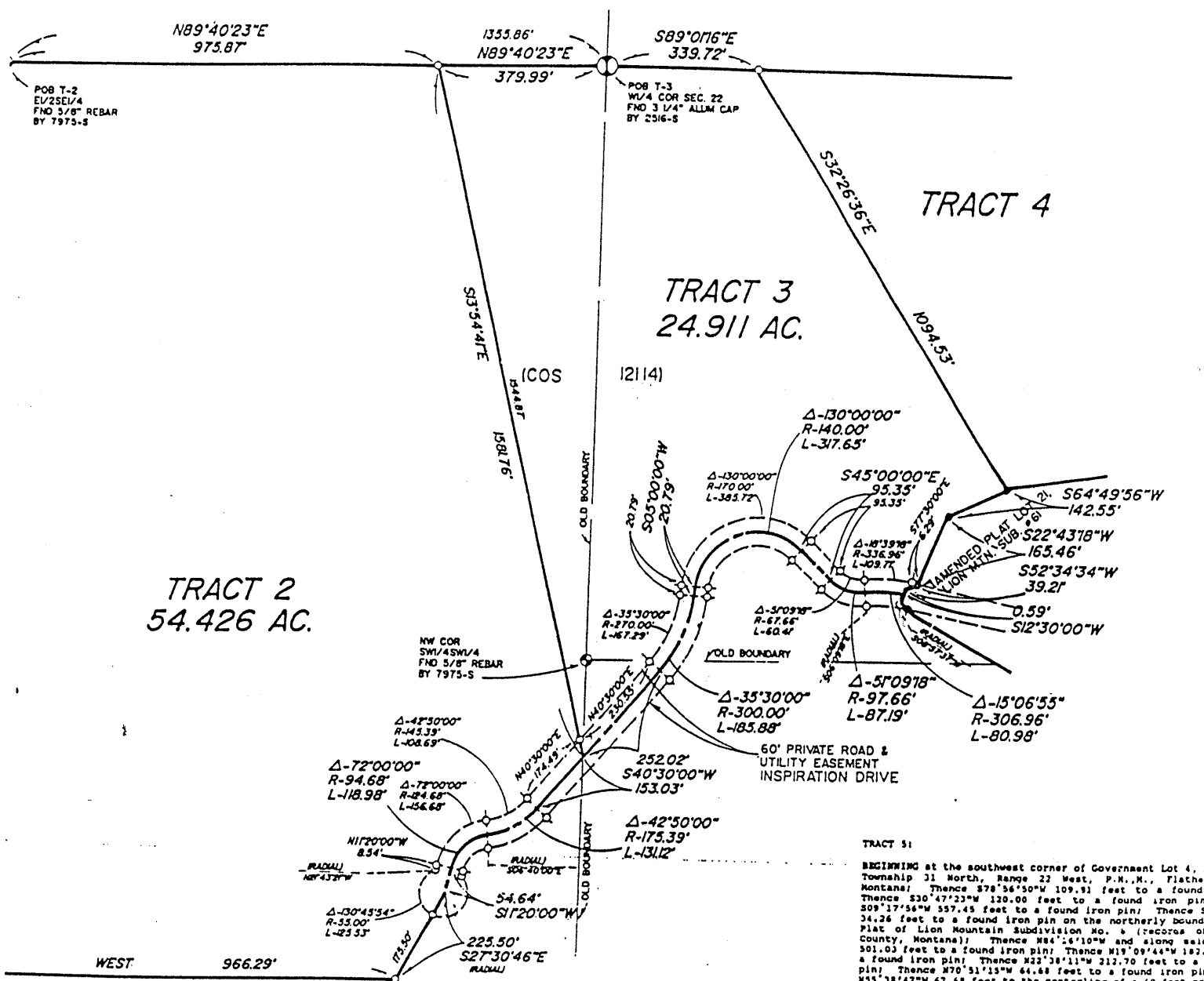
Recorded at the request of STS
this 15 day of June, 19 98 at 2:01 o'clock PM and recorded in
the records of Flathead County, State of Montana.

CERTIFICA

IN SEC. 21, 22, 27 & 28, T. 31 N.,

COS #12322

LYNCH, INC.
EAST
MT. 59901
755-6481
428
JULY 20, 1995
TIM GRATTAN
LION MOUNTAIN INC.



TRACT 1

NOTE: BASIS OF BEARINGS PER COS 12114

TRACT 4:

BEGINNING at the southeast corner of Government Lot 2, Section 22, Township 31 North, Range 22 West, County of Park, Montana; Thence N00°30'36"E and along the east boundary of said Government Lot 2 a distance of 273.56 feet to a found iron pin on the southerly R/W of Burlington Northern Railroad, which point is on a 2002.46 foot radius curve, concave northeasterly (radial bearing N46°34'02"E); Thence southeasterly along said R/W and along said curve through a central angle of 17°48'41" an arc length of 273.56 feet to a set iron pin; Thence leaving said R/W S10°44'59"E a distance of 109.33 feet to a set iron pin on the northerly boundary of the Amsdell Plat of Lot 31, Lion Mountain Subdivision, No. 6 (records of Flathead County, Montana); Thence N50°50'00"W and along said boundary 50.06 feet; Thence S81°26'39"W 352.75 feet to a found iron pin; Thence leaving said northerly boundary N32°26'36"W 1094.33 feet to a set iron pin on the south boundary of said Government Lot 3; Thence S89°01'16"E and along said boundary 33.45 feet to the point of beginning and containing 20.09 ACRES, Subject to the easement shown to cross private road and utility easement as shown hereon; Subject to and together with all appurtenant easement of record.

TRACT 5:

BEGINNING at the southwest corner of Government Lot 4, Township 31 North, Range 2 West, T4N, R2W, 12th Montana; Thence S78°56'50"W 109.91 feet to a found Thence S30°47'23"W 120.00 feet to a found iron pin S09°17'56"W 537.45 feet to a found iron pin; Thence S4.26 feet to a found iron pin on the northerly boundary of Lion Mountain Subdivision No. 8, (a record of which is on file in the County Clerk's office) Thence S01.03 feet to a found iron pin; Thence N19°09'44"W 182.24 feet to a found iron pin; Thence N32°38'11"W 212.70 feet to a pin; Thence N70°31'13"W 44.68 feet to a found iron pin; N35°43'49"W 67.68 feet to the centerline of a 60 foot private utility easement known as Lion Mountain Drive, which is a utility easement owned by the County of Lincoln, and along said centerline of a 600.00 feet radius curve, concave southeasterly, bearing N60°40'00"E; Thence northeasterly along said and along said curve through a central angle of 18°30' length of 161.44 feet; Thence N10°50'00"W 285.30 feet to a 300.00 feet radius curve, concave southeasterly, central angle of 40°00'00"; Thence along an arc length of 200.00 feet to a 144.77 feet; Thence along a centerline of a 100°00'E 25.00 feet to the N32°38'11"W Railroad, which point is on a 2002.46 foot radius curve northeasterly (radial bearing N0°35'20"E); Thence south along said R/W and along said curve through a central angle of 18°30' length of 161.44 feet to a found iron pin; C79.4 of a spiral curve; Thence along the centerline of a 300.00 feet radius curve, concave southeasterly, bearing S79°49'12"E 312.17 feet to a found iron pin; Thence S40.00 feet to a found iron pin; Thence S07°22'37"W 50.00 feet to a found iron pin; Thence S82°37'22"E 286.18 feet to the of a 60 foot private road and utility easement; Thence said R/W S19°30'00"W and along said centerline 283.36 feet to a 500.00 feet radius, concave northwesterly, central angle of 25°30'00"; Thence along an arc length of 253.00 feet to a found iron pin; Thence S40°50'00"W 143.01 feet to the P.C. of a 300.00 feet radius, concave southeasterly, having a central angle of 72°58'41"; Thence along an arc length of 254.74 feet to the south boundary of said Government Lot 4; Thence S19°30'00"W 283.36 feet to the point of intersection of said centerline of said road and utility easement and containing 40.765 ACRES; Subject to and burdened with private roads and utility easements as shown herein; and together with all appurtenant easement of record.

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1/2" SEC. 21
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