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Paula Robinson, Flathead County MT by JL

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Page: 1 of 6
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**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS AND
ANNEXATION OF PROPERTY INTO
LION MOUNTAIN SUBDIVISION NO. 6
(Three Parcels)**

This Declaration is made this 21st day of Sept, 2011, by LION MOUNTAIN, INC., a Montana corporation, hereafter called the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the real property hereinafter described and is 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 Declarant's 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 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 Declarant.

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.

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 Owners Association (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. Water Hookups. None of the Property described on Exhibit B shall be permitted to hook up to the Lion Mountain water system. The owners of the Property shall be responsible for obtaining their own water.

B. Roads. The Lion Mountain Owners Association shall not be responsible for any extension, improvement or maintenance of Sun Rise Drive or Lion Mountain Drive beyond their currently built status or for construction or maintenance of any roads within the Property described in Exhibit "B". The owners of the Property are making separate arrangements for construction and maintenance of any additional roads needed to provide access to or within the Property. Recognizing that the owners of the Property shall be entitled to use the roads and other common areas within the rest of Lion Mountain, the owners of the Property will pay assessments to the Association in the same amount as the rest of the owners within Lion Mountain.

Except as modified by the exceptions noted above, the Lion Mountain No. 6 Covenants shall apply to the Property.

5. Amendment. This Declaration may not be amended or terminated, except with the written consent of the Lion Mountain Owners Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hand and seal the day and year first above written.



Declarant:

LION MOUNTAIN, INC.,
a Montana corporation

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

STATE OF Montana)
County of Flathead) : SS

On this 21st day of September, 2011, 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.



Caroline L. Miller
Notary Public for the State of Montana
[print or type name of notary]
Residing at _____
My Commission expires _____, 20__

CONSENT OF LION MOUNTAIN OWNERS ASSOCIATION

LION MOUNTAIN OWNERS ASSOCIATION does hereby consent to the foregoing Declaration of Conditions, Covenants and Restrictions and Annexation of Property into Lion Mountain Subdivision No. 6 (Three Parcels).

DATED this 16 day of SEPT, 2011.

LION MOUNTAIN OWNERS ASSOCIATION
a Montana nonprofit corporation

By: _____

Peter Stanley, President

STATE OF MONTANA)
 : ss
County of Flathead)

On this 16th day of September, 2011, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared PETER STANLEY, 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.



Catherine Witmer

Notary Public for the State of Montana

Catherine Witmer

[print or type name of notary]

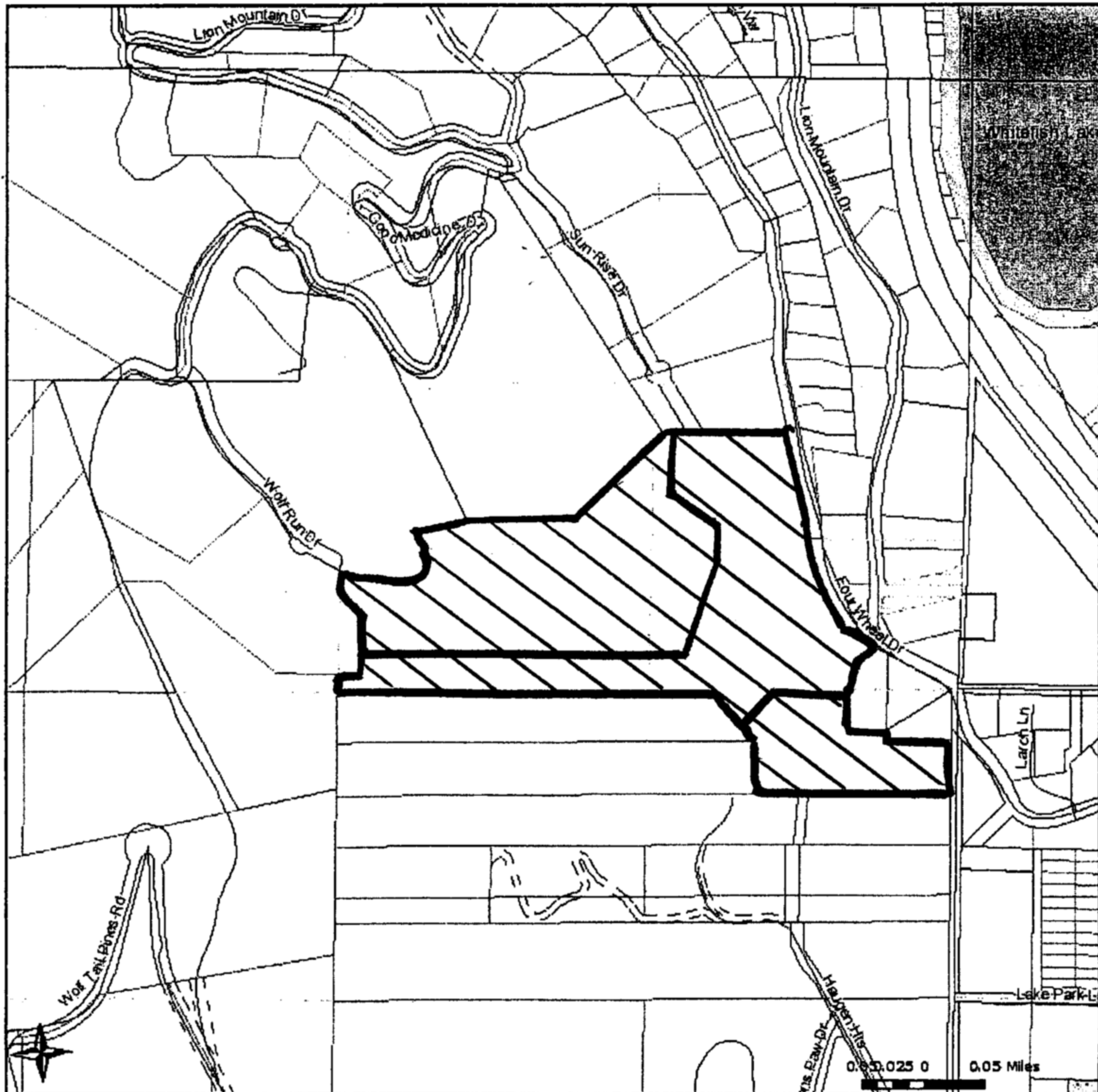
Residing at Whitefish

My Commission expires 6-19-2011, 2011



**EXHIBIT A
TO
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS AND
ANNEXATION OF PROPERTY INTO
LION MOUNTAIN SUBDIVISION NO. 6
(Three Parcels)**

Diagram of Parcels Annexed Into Lion Mountain Subdivision No. 6





**EXHIBIT B
TO
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS AND
ANNEXATION OF PROPERTY INTO
LION MOUNTAIN SUBDIVISION NO. 6
(Three Parcels)**

Legal Description of Parcels Annexed Into Lion Mountain Subdivision No. 6

Tracts 1, 2 and 3 of Certificate of Survey No. 18424, in the S½ NE¼ and NE¼ SE¼, Section 27, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana, records of the Clerk and Recorder, Flathead County, Montana.