

**AMENDED AND RESTATED BYLAWS OF
LION MOUNTAIN OWNERS ASSOCIATION
July 27, 2016**

Preamble

These Amended and Restated Bylaws of Lion Mountain Owners Association "Association", when approved by a majority of a quorum of Members present at a regular or special meeting of the Association, are intended to amend, supersede, and restate in their entirety those certain Bylaws of the Association adopted on or about July 9, 1973, as the same may have been previously amended from time to time.

ARTICLE I—NAME AND LOCATION

Section 1. The name of the Association is Lion Mountain Owners Association, a Montana corporation.

Section 2. The principal office of the Association shall be located in Flathead County, Montana, at such place as the Board may designate from time to time.

ARTICLE II—DEFINITIONS

Section 1. "Association" means Lion Mountain Owners Association, a Montana mutual benefit corporation with members.

Section 2. "Board" means the Association's Board of Directors.

Section 3. "Common Area" means all real property owned by the Association for the common use and enjoyment of the Members.

Section 4. "Declaration" means any previously recorded Declaration of Conditions, Covenants and Restrictions or other instrument whereby a membership in the Association was made appurtenant to the ownership of any lot or parcel of real property.

Section 5. "Director" means a member of the Board.

Section 6. "Lot" means any plot of land shown on any recorded subdivision map or plat for any of the Properties with the exception of any Common Areas shown on such map or plat.

Section 7. "Member" means the Owner of any Lot or Lots.

Section 8. "Owner(s)" means the record owner(s) of fee simple title to any Lot, but excluding those who have an interest in a Lot as security for performance of an obligation.

Section 9. "Properties" means all real property that is subject to a Declaration. The Properties are legally described in Exhibit A hereto.

ARTICLE III—ASSOCIATION MEMBERSHIP; DUES AND ASSESSMENTS

Section 1. Membership. Every person or entity who is an Owner shall automatically be a Member of the Association. Upon ceasing to be an Owner, such person or entity shall simultaneously cease to be a Member. Membership shall be appurtenant to each Lot and such membership shall be transferred only incidental to the transfer of the Lot to which it is appurtenant and then only to the transferee of such Lot. If a Lot is owned by an entity or by more than one (1) person, the entity or co-owners shall from time to time designate one (1) person who is entitled to vote on behalf of the entity or other co-owners. Notwithstanding that there may be multiple Owners of a Lot, such Lot will be entitled to only one (1) vote.

Section 2. Dues and Assessments. Each Member shall pay promptly when due such membership fees, dues and assessments in such amounts and at such times as determined by the Board. The Board is authorized to impose late fees, fines, interest, legal costs and attorneys' fees in respect of delinquent payments owing the Association in such amounts as determined by the Board from time to time. The Board shall enact, and periodically amend as necessary, policies in respect of such delinquent payments and shall apply such policies in a uniform, non-discriminatory manner against all delinquent Members.

ARTICLE IV—BOARD OF DIRECTORS

Section 1. Number of Directors. The affairs of the Association shall be managed by the Board consisting of seven (7) Directors. From time to time, the Members may increase or decrease the number of Directors; provided that the number is at least three (3) and not more than eight (8). Directors need not be Members. However, no Member may serve as a Director if at the time of election he or she is delinquent in the payment of any dues or assessments owing the Association. If ownership of a Lot is in an entity, no principal or representative of such entity may serve as a Director if at the time of election such entity is delinquent in the payment of any dues or assessments owing to the Association.

Section 2. Term. Except as provided in this Section 2, each Director shall serve a term of three (3) years with staggered terms. As of August 2015, the terms of the Directors are as set forth in Exhibit B. Directors may be re-elected any number of terms.

Section 3. Procedures for Nomination, Election and Removal. Procedures for nomination, election and removal of Directors shall be as follows:

(a) **Nomination.** Nomination for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chair who shall be a Director and two or more other Members. The Nominating Committee shall be appointed by the Board at each annual meeting of Members and shall serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall nominate as many candidates for election to the Board as it desires, but not fewer than the number of vacancies to be filled. At each annual meeting Members may also nominate persons to serve on the Board from the floor.

(b) **Election.** Election to the Board shall be by secret written ballot under procedures established by the Board from time to time. Cumulative voting shall not be permitted. Any Member may nominate one or more persons to stand for election.

(c) **Removal.** Except as otherwise provided in these Bylaws, a Director may not be removed from office prior to the expiration of that Director's term of office.

(d) **Removal for Cause.** The Board may remove a Director and declare vacant the office such Director held if a Director has been (1) declared of unsound mind by order of any court of competent jurisdiction, (2) convicted of a felony, (3) found by an order or judgment of any court of competent jurisdiction to have breached any duty imposed by law relating to such Director's standard of conduct while serving as a Director, or (4) if the Director is a Member or principal of an entity that is a Member, such membership is not in good standing due to a delinquency in payment of dues or assessments or for any violation of a Declaration or any rules established by the Association. A Director may be removed on any of the foregoing grounds by either the vote of two-thirds (2/3ds) of other Directors present at a duly constituted meeting or the unanimous written approval of all other Directors without a meeting.

(e) **Removal without Cause.** Any one or more of the Directors may be removed without cause at any duly noticed meeting of Members by the affirmative vote of two-thirds (2/3d's) or more of a quorum of Members at a regular or special meeting of Members.

(f) **Resignation.** A Director may resign at any time by written notice to the other Directors. Unless a different date is set forth in the notice of resignation, such resignation shall take effect immediately.

Section 4. Vacancies. In the event of the death, resignation or removal of a Director, his or her successor shall be selected by the remaining Directors. Such Director shall serve for the unexpired term of his or her predecessor.

Section 5. Compensation. No Director shall receive compensation of any kind for any service he or she may render to the Association. However, with the approval of a majority of the other Directors, a Director may be reimbursed for actual out-of-pocket expenses incurred in the performance of his or her duties.

ARTICLE V—MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular Board meetings shall be held at a location within Flathead County, Montana, at such times as may be fixed by the Board. Notice of the time and place of such regular meetings of the Board shall be posted on the Association's website and communicated to each Director at least five (5) days prior to each meeting except when the meeting is called to address an emergency.

Section 2. Special Meetings. Special Board meetings may be called by written notice signed by the President or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any business proposed to be considered. Notice of the time and place of such meeting shall be sent to all Directors and posted on the Association's website at least three (3) days prior to the scheduled meeting date except when the meeting is called to address an emergency. However, notice of the meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3. Open Meetings. Regular and special Board meeting shall be open to all Members. Members who are not Directors may not participate in any deliberation or discussion unless expressly so authorized by the Board. The Board may adjourn a meeting and reconvene in executive session to consider litigation, matters that relate to the formation of contracts with third parties, personnel matters, or any other matters deemed sensitive by the Board. Any matter discussed in executive session shall be generally noted in Board minutes. In any matter relating to the discipline of a Member, the Board shall meet in executive session attended by the Member involved if so requested by that Member.

Section 4. Action without Meeting and Meetings by Telephone or Other Communication Equipment. Any action required or permitted to be taken by the Board may be taken without a meeting if all Directors consent to such action by e-mail or otherwise in writing. Such written consent shall be filed with the Board minutes. Such action or written consent shall have the same force and effect as a unanimous vote of Directors. Any meeting, regular or special, may be held by conference telephone, videoconference, or similar communication equipment, so long as all Directors participating in the meeting can hear one another.

Section 5. Quorum. At all Board meetings, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of Directors present at a meeting at which a quorum is present shall constitute acts of the Board.

Section 6. Waiver of Notice. Before or at any Board meeting, any Director may waive notice of such meeting in writing and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any Board meeting shall constitute waiver of notice. If all Directors are present at any Board meeting, no notice to Directors shall be required and any business may be transacted at such meeting.

Section 7. Adjournment. A majority of Directors present, whether or not a quorum is present, may adjourn any Directors' meeting to another time and place. If a meeting is adjourned for more than twenty four (24) hours, notice of adjournment shall be given prior to the time of the adjourned meeting to all Directors who were not present at the time of adjournment.

ARTICLE VI—POWERS AND DUTIES OF THE BOARD

Section 1. Powers. The Board shall have the power to:

(a) Adopt and publish rules and regulations regarding any and all matters related to the Association's business and affairs, including without limitation, rules regarding (i) the use and enjoyment of the Common Area and beach area; (ii) the roads maintained by the Association; (iii) architectural rules, regulations, and guidelines; (iv) the use and operation of the community water system; and (vi) the personal conduct of Members and guests.

(b) Enforce infractions of any rules or regulations in accordance with the Covenants, Conditions and Restrictions (CCRs).

(c) Impose a lien upon any Lot whose Owner(s) is (are) more than sixty (60) days delinquent in any payment owing to the Association, including without limitation any fine or penalty imposed by the Association in accordance with the CCRs and thereafter foreclose upon such lien (i) as set forth in any applicable Declaration, or (ii) in any other matter provided by law.

(d) Levy and enforce collection of dues and assessments on Members in accordance with any applicable Declaration and Article III Section 2 of these Bylaws.

(e) Contract for goods, materials, and/or services on behalf of the Association.

(f) Procure and maintain directors' and officers' liability insurance in amounts deemed prudent by the Board and such other insurance deemed prudent by the Board.

(g) Subject to the restriction contained in Article IV Section 5, deal with and enter into agreements with third parties and/or Owners relative to the management of its affairs and operation and disposition of its properties.

(h) Assign any of its ministerial or managerial duties and functions to any competent and experienced individual or entity to ensure the orderly operation of the Association and to hire attorneys, accountants or other professionals as the Board may deem necessary or expedient.

(i) Perform all other acts and things as are permitted by applicable law with respect to non-profit corporations, as such law now exist or as they may hereafter permit.

Section 2. Duties. The Board shall have the duty to:

(a) Enforce in a non-discriminatory manner the provisions of all Declarations, these Bylaws, the Association's Articles of Incorporation, and any and all rules adopted by the Board and, when appropriate, take legal action against defaulting Members.

(b) Pay prior to delinquency any real and personal property taxes and other charges assessed against the Common Area or any property owned by the Association.

(c) Maintain in force adequate liability and hazard insurance with respect to property owned by the Association.

(d) Cause to be kept complete and accurate records of all Board acts, and corporate affairs (including customary financial statements) and to make the same available to Members for inspection.

(e) Fix annual dues and special assessments and notify each Member subject thereto at least thirty (30) days in advance of its due date.

(f) Maintain the Common Area, all roads and all facilities and improvements thereon in good condition in accordance with all applicable legal requirements.

(g) Evaluate and anticipate the Association's needs for capital improvements and replacements and maintain adequate repair and replacement reserves to fund such needs.

(h) Issue, or cause an appropriate officer to issue, upon request of a Member a certificate setting forth whether or not such Member is delinquent in the payment of any assessment or any other amount owing to the Association. The Board may impose a reasonable administrative charge for the preparation of such certificate.

(i) Supervise the performance of all agents and employees of the Association.

ARTICLE VII —COMMITTEES

Section 1. Appointment. The Board shall appoint an Architectural Committee, a Beach Committee, a Nominating Committee and from time to time such other committees as it deems appropriate to carry out its powers and duties. Committee members may, but need not, be Directors.

Section 2. Complaints. Each committee shall receive complaints from Members regarding matters within the scope of such committee's functions and shall make recommendations to the Board as to how such complaints shall be dealt with.

ARTICLE VIII—MEMBER MEETINGS

Section 1. Annual Meetings. Each annual meeting of Members shall be held at a meeting place in or near Whitefish, Montana, at mid-summer during non-business hours.

Section 2. Special Meetings.

(a) **Persons Authorized to Call.** Special meetings of Members shall be promptly called by the Board upon:

(i) the vote for such a meeting by a majority of the Board; or

(ii) receipt of a written request for a special meeting signed by Members representing at least one-quarter (1/4) of the total voting power of Members.

(b) **Meetings Called by Members.** If a special meeting is requested by Members, the request shall specify the general nature of the business proposed to be transacted and the notice shall be delivered to the office of the Association. Upon receipt of a proper written request, the Board shall promptly notify all Members that a special meeting will be held and the time, place, and date for such meeting which date shall be not less than fifteen (15) nor more than ninety (90) days following receipt of the request. No business other than that specified in the request may be considered or undertaken.

Section 3. Notice of Members' Meetings.

(a) **General Notice Contents.** Except when a special meeting is called to address an emergency, all notices of Member meetings shall be delivered to Members not less than fifteen (15) nor more than ninety (90) days prior to the date of the meeting. The notice shall specify the place, date and time of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of a regular meeting, those matters that the Board intends to present for action by Members, but any proper matter may be presented at the regular meeting and acted upon. The notice of any meeting at which Directors are to be elected shall include the

names and brief biographical sketches (if available) of all those who have been nominated or intend to stand for election.

(b) **Manner of Giving Notice.** Notice of any regular or special Members' meeting shall be given electronically or by first-class mail addressed to each Member at the address of that Member appearing on the Association's books or the address given in writing by the Member to the Association for purposes of notice. Notice shall also be posted on the Association's website and in at least two (2) prominent places within the Common Area.

Section 4. Quorum. The presence at a meeting either in person or by proxy of at least twenty-five percent (25%) of the voting power of all Members shall constitute a quorum for any action. If a quorum is not present either in person or by proxy for any meeting, the Members entitled to vote thereat may adjourn the meeting without notice (other than an announcement at the meeting) to a time not less than five (5) days nor more than sixty (60) days from the date of the original meeting was called, at which meeting the quorum requirement shall be ten percent (10%) of the voting power of all Members. If, after adjournment, a time and place are fixed for the adjourned meeting, notice of the time, place and date of the adjourned meeting shall be give to all Members in the manner prescribed for regular meetings.

Section 6. Waiver by Attendance. Attendance by a Member at a meeting shall constitute a waiver of notice of that meeting except when the Member objects at the beginning of the meeting to the transaction of business because the meeting has not be lawfully called or convened. Attendance at a special meeting shall not constitute a waiver of any right to object to the consideration of any matter required to be included in the meeting notice but which was not so included, provided such Member expressly objects during the meeting.

Section 7. Proxies. Every Member entitled to vote at a meeting has the right to do so either in person or by one or more persons authorized by written proxy executed by such Member and filed with the Association at or in advance of the meeting. The Board may from time to time prescribe forms to be used for proxies.

ARTICLE IX—OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Association's officers shall be a President, a Secretary, a Treasurer and such other officers as may be elected or appointed by the Board in accordance with Section 4 below. All officers shall be Directors.

Section 2. Election of Officers. Election of officers shall occur at the first regular Board meeting following each annual Member's meeting.

Section 3. Term. The Board shall elect officers annually and each shall hold office for one (1) year unless an officer shall sooner resign, be removed or otherwise become disqualified to serve.

Section 4. Special Appointments. The Board may elect or appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by two-thirds (2/3ds) of the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. The Board shall attempt to fill promptly a vacancy in any office. The person elected to such vacancy shall serve for the remainder of the term of the officer he or she replaced.

Section 7. Multiple Offices. Any number of offices may be held by the same person.

Section 8. Duties.

(a) **President.** The President shall be the chief executive officer of the Association, and shall have, subject to Board control, general supervision, direction and control of the Association's business and the Association's officers. The President shall preside at all Board meetings. The President shall also have such other powers and duties as the Board may prescribe.

(b) **Secretary.** The Secretary shall keep, or cause to be kept, at such place as the Board may order a book of minutes of all meetings and actions of the Board and of Members. The Secretary shall give, or cause to be given, notice of all Board meetings and shall keep appropriate current records of the Members and their current addresses. The Secretary shall also have such other duties as the Board may prescribe.

(c) **Treasurer.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of all Association financial transactions. The Treasurer shall cause all moneys and other valuables to be deposited in the name of and to the credit of the Association with such depositaries as the Board may designate. The Treasurer shall disburse Association funds as the Board directs. The Treasurer shall render to the Directors, upon request an account of all Association transactions and of the Association's financial condition. The Treasurer shall have such other duties as the Board may prescribe.

ARTICLE X—INSPECTION OF BOOKS AND RECORDS

The Association shall make its books and records available to all Members for inspection and copying upon reasonable prior notice.

ARTICLE XI—LEGAL FEES AND COSTS

In the event of any litigation brought by the Association against one or more Member(s) or brought by one or more Member(s) against the Association to enforce the terms of any Declaration, the Association's Articles of Incorporation, these Bylaws, or otherwise in respect of any matter involving management or operation of the Association, the prevailing part(y)(ies) in such action shall be entitled to recover from the non-prevailing part(y)(ies) all costs and expenses, including without limitation reasonable attorneys' fees and expert witness fees, incurred by the prevailing part(y)(ies) in the prosecution or defense of such action. As used herein, the prevailing part(y)(ies) need not be the part(y)(ies) in whose favor judgment was entered, but instead shall be the part(y)(ies) who in the judgement of the court were the more successful in light of the issues litigated and the outcome of the action.

ARTICLE XII—AMENDMENTS

These Bylaws may be amended at a regular or special meeting of Members only by the affirmative vote of a majority of a quorum of Members present in person or by proxy at a regular or special meeting of Members.

ARTICLE XIII—CONFLICTS WITH CCRs

If any provision of the Bylaws or any Rule or Regulation adopted by the Association (or Board of Directors) is in clear and specific conflict with the CCRs, the CCRs shall prevail.

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The undersigned, being the Secretary of the Association hereby certifies that these Amended and Restated Bylaws were duly adopted by the Association on

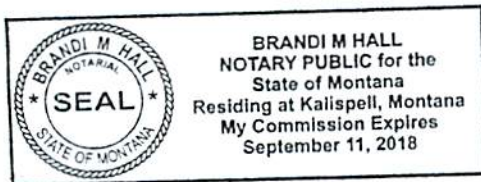
July 27, 2016.

Stephen Barasch

STATE OF MONTANA)
 : ss
County of Flathead)

On this 27 day of July, 2016 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Stephen Barasch known to me to be the Secretary of Lion Mountain Owners Association, the corporation that executed the within instrument and acknowledged to me that such corporation duly executed the same.

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



Brandi M Hall

Notary Public for the State of Montana
Residing at Valispeu, Montana
My commission expires 9-11-2018

EXHIBIT A
(LEGAL DESCRIPTION OF THE PROPERTIES)

ALL LOTS SHOWN ON THE PLAT OF LION MOUNTAIN SUBDIVISION NO. 1, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

ALL LOTS SHOWN ON THE PLAT OF LION MOUNTAIN SUBDIVISION NO. 2, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

EXCEPTING THEREFROM LOTS 5, 6 AND 7 ON THE PLAT OF LION MOUNTAIN SUBDIVISION NO. 2.

AND

ALL LOTS SHOWN ON THE AMENDED PLAT OF LOTS 16 AND 17 OF LION MOUNTAIN SUBDIVISION NO. 2, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

ALL LOTS SHOWN ON THE PLAT OF LION MOUNTAIN SUBDIVISION NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

ALL LOTS SHOWN ON THE AMENDED PLAT OF LOT 1 OF LION MOUNTAIN SUBDIVISION NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

ALL LOTS SHOWN ON THE AMENDED PLAT OF LOT 2 OF LION MOUNTAIN SUBDIVISION NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

ALL LOTS SHOWN ON THE AMENDED PLAT OF LOTS 4 AND 5 OF LION MOUNTAIN SUBDIVISION NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

ALL LOTS SHOWN ON THE AMENDED PLAT OF LOT 11 OF LION MOUNTAIN SUBDIVISION NO. 3 AND LOT 1 OF LION MOUNTAIN SUBDIVISION NO. 4, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

ALL LOTS SHOWN ON THE PLAT OF LION MOUNTAIN SUBDIVISION NO. 4, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

ALL LOTS SHOWN ON THE PLAT OF LION MOUNTAIN SUBDIVISION NO. 5, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

ALL LOTS SHOWN ON THE AMENDED PLAT OF LOTS 8 AND 9 OF LION MOUNTAIN SUBDIVISION NO. 5, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

ALL LOTS SHOWN ON THE 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.

AND

ALL LOTS SHOWN ON THE AMENDED PLAT OF LOT 19 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.

AND

ALL LOTS SHOWN ON THE AMENDED PLAT OF LOT 21 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.

AND

ALL LOTS SHOWN ON THE AMENDED PLAT OF LOT 16 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.

AND

LOT 2 ON THE PLAT OF LION MOUNTAIN, PHASE 6A, ACCORDING TO THE
MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE
CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

ALL LOTS SHOWN ON THE PLAT OF LION MOUNTAIN SUBDIVISION NO.
6A, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD
IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY,
MONTANA.

AND

ALL LOTS SHOWN ON THE PLAT OF LION MOUNTAIN RANCHES,
ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN
THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY,
MONTANA.

AND

ALL LOTS SHOWN ON THE AMENDED PLAT OF LOT 10 OF LION MOUNTAIN
RANCHES, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF

RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

AND

TRACTS 1, 2 AND 3 OF CERTIFICATE OF SURVEY NO. 18424 LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACTS 2 AND 3 OF CERTIFICATE OF SURVEY NO. 18887 LOCATED IN GOVERNMENT LOT 4, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACT 1 OF CERTIFICATE OF SURVEY NO. 16583 LOCATED IN GOVERNMENT LOTS 3 AND 4 OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACT 2 OF CERTIFICATE OF SURVEY NO. 14829 LOCATED IN GOVERNMENT LOTS 3 AND 4 AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACT 1 OF CERTIFICATE OF SURVEY NO. 14006 LOCATED IN GOVERNMENT LOT 3, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACT 3 OF CERTIFICATE OF SURVEY NO. 12322 LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21 AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, ALL IN TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACT 1 OF CERTIFICATE OF SURVEY NO. 15862 LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY NO. 14402 LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21 AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, ALL IN TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACTS 3 AND 4 OF CERTIFICATE OF SURVEY NO. 14402 LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACT 2 OF CERTIFICATE OF SURVEY NO. 15016 LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY NO. 15668 LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

A TRACT OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

EXCEPTING THEREFROM LOTS 5, 6, 7 AND 8 ON THE PLAT OF LION MOUNTAIN RANCHES.

AND

TRACT 1 OF CERTIFICATE OF SURVEY NO. 6536 LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACT 1 OF CERTIFICATE OF SURVEY NO. 6518 LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

AND

TRACT 1 OF CERTIFICATE OF SURVEY NO. 7815 LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

THE END

EXHIBIT B

(SCHEDULE OF CURRENT DIRECTORS AND THEIR TERMS)

Name of Director

Term Expires as of Annual Meeting

Del Coolidge

2016

Jonathan Lippincott

2016

William Halama (resigned)

2017

Jim Laidlaw

2017

William Adams

2018

Steve Barasch

2018

Phillip Miller

2018