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RESTATED COMMUNITY DECLARATION FOR
GLACIER VILLAGE AS IT PERTAINS TO
NORTHERN LIGHTS

This Restated Community Declaration for Glacier Village, as it pertains to Northern Lights (the “Northern Lights Declaration”), is effective as of the date it is recorded in the Flathead County Clerk and Recorder’s office.

WHEREAS, the Community Declaration for Glacier Village was recorded in the Flathead County Clerk and Recorder’s office on December 19, 2001, as Document No. 200135409420, and was: (i) amended by the First Amendment to Community Declaration for Glacier Village in the Flathead County Clerk and Recorder’s office on December 6, 2002, as Document No. 200234014460, (ii) supplemented by the First Supplement to Community Declaration for Glacier Village, recorded in the Flathead County Clerk and Recorder’s office on March 4, 2002, as Document No. 200206316490, (iii) supplemented by the Second Supplement to Community Declaration for Glacier Village, recorded in the Flathead County Clerk and Recorder’s office on April 4, 2003, as Document No. 200309415070, (iv) supplemented by the Third Supplement to Community Declaration for Glacier Village, recorded in the Flathead County Clerk and Recorder’s office on September 23, 2003, as Document No. 200326616070, (v) supplemented by the Fourth Supplement to Community Declaration for Glacier Village, recorded in the Flathead County Clerk and Recorder’s office on February 7, 2007, as Document No. 200703812060, (vi) supplemented by the Fifth Supplement to Community Declaration for Glacier Village, recorded in the Flathead County Clerk and Recorder’s office on December 3, 2008, as Document No. 200800032774, (vii) supplemented by the Sixth Supplement to Community Declaration for Glacier Village, recorded in the Flathead County Clerk and Recorder’s office on December 12, 2019, as Document No. 201900032485, and (viii) supplemented by the Seventh Supplement to Community Declaration for Glacier Village, recorded in the Flathead County Clerk and Recorder’s office on December 15, 2020, as Document No. 202000042220 (collectively the “Community Declaration”);

WHEREAS, as set forth in the Second Amendment to the Community Declaration for Glacier Village (the “2nd Amendment to the Community Declaration”), this Northern Lights Declaration was approved in accordance with Section 18.2 of the Community Declaration;

WHEREAS, the “Declarant Control Period” established in Section 4.5 of the Community Declaration expired on December 20, 2021, twenty years after the Community Declaration was first recorded in the Office of the Clerk and Recorder of Flathead County, Montana;

WHEREAS, the Northern Lights Property (as defined below) shall remain subject to: (1) the Second Restated General Declaration for Big Mountain Resort Flathead County, Montana, recorded in the Flathead County Clerk and Recorder’s office on August 9, 1999, under Document No. 199922115010; and (2) the Declaration of Annexation to Add Additional Property to Big Mountain Resort Under the Second Restated General Declaration for Big Mountain Resort Flathead County, Montana, recorded in the Flathead County Clerk and Recorder’s office on March 23, 2011, under Document No. 201100006190; and (3) such other documents that have previously been recorded under or in connection with the Second Restated General Declaration for Big Mountain Resort Flathead County, Montana (collectively the “Master Declaration”), as the Master Declaration may be amended from time to time.

WHEREAS, Northern Lights (as set forth in the *Plat of Northern Lights Subdivision* (June 22, 2001), in the records of the Clerk and Recorder of Flathead County, Montana, and as it has been amended) and Northern Lights West Phase 1 (as set forth in the *Plat of Northern Lights West, Phase 1* (August 24, 2006), in the records of the Clerk and Recorder of Flathead County, Montana, and as it has been amended); Northern Lights West Phase 2 (as set forth in the *Plat of Northern Lights West, Phase 2* (June 20, 2007), in the records of the Clerk and Recorder of Flathead County, Montana, as it has been amended); and Northern Lights West Phase 3 (as set forth in the *Plat of Northern Lights West, Phase 3* (Dec. 15, 2020), in the records of the Clerk and Recorder of Flathead County, Montana, as it has been amended) are hereby incorporated into and part of Northern Lights Homeowners’ Association, Inc. (the “Association”) and are subject to the Bylaws, the Articles and all Northern Lights Documents as defined below;

NOW, THEREFORE, the following covenants, conditions, and restrictions burdening the Northern Lights Property are hereby adopted:

ARTICLE I
STATEMENT AND PURPOSE AND IMPOSITION OF COVENANTS

Section 1.1. *Incorporation of Recitals.* The foregoing recitals are incorporated herein as if fully set forth.

Section 1.2 *Purpose.* The purpose of this Northern Lights Declaration is to ensure the attractiveness of the Northern Lights Property, including the residences and other improvements constructed on it; to prevent any future impairment of the Northern Lights Property; to protect and enhance the values and amenities of the Northern Lights Property; to provide for the operation administration, use and maintenance of the common areas within the Northern Lights Property; to preserve, protect, and enhance the values and amenities of the Northern Lights

Property; and to promote the health, safety, and welfare of the owners of the Northern Lights Property.

Section 1.3. *Imposition of Covenants.* To accomplish the purposes indicated above, from the date of recording this Northern Lights Declaration forward, the Northern Lights Property will constitute a planned community known as Northern Lights and will be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements (collectively, these “Covenants”). These Covenants will run with the land and will be binding upon all persons or entities having any right, title, or interest in all or any part of the Northern Lights Property. These Covenants will inure to the benefit of each owner of the Northern Lights Property.

Section 1.4 *Relationship of Northern Lights Declaration to Community Declaration.* From and after the recording of this Northern Lights Declaration, the Northern Lights Property shall be subject to this Northern Lights Declaration and shall not be subject to the covenants, conditions, and restriction contained in the Community Declaration, except that to the extent this Northern Lights Declaration or any term, provision, covenant, condition, or restriction of this Northern Lights Declaration is inapplicable to the Northern Lights Property or any parcel or part of a parcel within the Northern Lights Property (an “Excepted Property”) under § 70-17-901, MCA, then the Excepted Property shall remain subject to the terms, provisions, covenants, conditions, and restrictions contained in the Community Declaration. Additionally, any ownership rights, reservations, and easements in favor of Winter Sports, Inc., Big Mountain Development Corporation, any affiliate of either of the foregoing parties, and any successors or assigns of any of the foregoing parties for easements over and across roads, easements, Common Areas, ski ways, and ski trails contained within the Community Declaration or contained or shown on any plat of the Northern Lights Property shall continue in full force and effect and shall not be affected, modified, or terminated by this Northern Lights Declaration.

ARTICLE II DEFINITIONS

The following terms, as used in this Northern Lights Declaration, are defined as follows:

Section 2.1. “*Annual Assessment*” means the Assessment levied annually pursuant to Article VII.

Section 2.2. “*Articles*” or “*Articles of Incorporation*” means the Articles of Incorporation of the Northern Lights Homeowners’ Association, Inc., which have been filed with the Secretary of State of Montana, as such articles may be amended from time to time.

Section 2.3. “*Assessments*” means the Annual, Special, Transfer, and Default Assessments levied pursuant to Article VII to meet the estimated cash requirements of the Northern Lights Homeowners’ Association.

Section 2.4. “*Board of Directors*” or “*Board*” means the Board of Directors of the Northern Lights Homeowners’ Association.

Section 2.5. “*Building*” means a building or other structure constructed on a Lot.

Section 2.6. “*Bylaws*” refer to the bylaws of the Northern Lights Homeowners’ Association which establish the methods and procedures of its operation, as such bylaws may be amended from time to time.

Section 2.7. “*Common Areas*” means any real property described as such in the plats for any of the Northern Lights Property and any other property in which the Northern Lights Homeowners’ Association owns or has an easement interest for the common use, benefit and enjoyment of some or all of the Members and such other persons as may be permitted to use the Common Area under the terms of this Northern Lights Declaration or any contract with the Northern Lights Homeowners’ Association. Such interest of the Northern Lights Homeowners’ Association may include, without limitation, estates in fee, estates for terms of years, or easements.

Section 2.8. “*Common Expenses*” means (i) premiums for the insurance carried by the Northern Lights Homeowners’ Association under Article VII; (ii) all other expenses incurred by the Northern Lights Homeowners’ Association in administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Area and any Improvements located on it; (iii) all expenses expressly declared to be Common Expenses by the Northern Lights Documents; (iv) all expenses lawfully determined to be Common Expenses by the Board of Directors; and (v) all expenses to be allocated among the Owners as provided in Article VII .

Section 2.9. “*Default Assessment*” means any Assessment levied by the Northern Lights Homeowners’ Association pursuant to Article VII below.

Section 2.10. “*Committee*” means the Board or a committee formed pursuant to Article V to maintain the quality and architectural harmony of improvements within the Northern Lights Property.

Section 2.11. “*Director*” means a member of the Board.

Section 2.12. “*Northern Lights Documents*” means the basic documents creating and governing Northern Lights, including but not limited to, this Northern Lights Declaration, the Articles of Incorporation and Bylaws, the Northern Lights Rules and any other procedures, rules, regulations or policies adopted under such documents by the Northern Lights Homeowners’ Association, all as may be amended from time to time. Notwithstanding the foregoing, the Northern Lights Documents shall not be deemed to supersede the Master Declaration or construed in a manner to limit or impair the enforceability or scope of the Master Declaration.

Section 2.13. “*Northern Lights Homeowners’ Association*” means the Northern Lights Homeowners’ Association, Inc., a Montana nonprofit corporation and any successor of that entity by whatever name.

Section 2.14. “*Northern Lights Rules*” means the rules and regulations adopted by the Northern Lights Homeowners’ Association from time to time, as provided in Section 4.3.

Section 2.15. “*First Mortgage*” means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

Section 2.16. “*First Mortgagee*” means the holder of record of a First Mortgage.

Section 2.17. “*Improvement(s)*” means all Buildings, parking areas, loading areas, fences, walls, hedges, plantings, lighting, poles, driveways, roads, ponds, lakes, trails, gates, signs, changes in any exterior color or share excavation and all other site work, including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. “*Improvement(s)*” does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. “*Improvement(s)*” does include both original improvements and all later changes and improvements.

Section 2.18. “*Lot*” means a parcel of land designated as a lot on any Plat of the Northern Lights Property. The streets, roads, and Common Areas on any Plat shall not be considered to be separate Lots.

Section 2.19. “*Maintenance Fund*” means the fund created by the Assessments and fees levied pursuant to Article VII below to provide the Northern Lights Homeowners’ Association with the funds required to carry out its duties under this Northern Lights Declaration.

Section 2.20. “*Manager*” means such person or entity retained by the Board of Directors to perform certain functions of the Board pursuant to this Northern Lights Declaration or the Bylaws.

Section 2.21. “*Member*” means any person or entity holding membership in the Northern Lights Homeowners’ Association.

Section 2.22. “*Mortgage*” means any mortgage, deed of trust, trust indenture, contract for deed, or other document which is recorded in the office of the Clerk and Recorder of Flathead County, Montana, and which encumbers any portion of the Northern Lights Property or interest therein as security for the payment of a debt or obligation.

Section 2.23. “*Mortgagee*” means any person named as a beneficiary or mortgagee under a Mortgage or any successor to the interest of any such person under such Mortgage. In the case of a contract for deed, the seller shall be considered the “*Mortgagee*,” and the buyer shall be considered the “*Owner*.”

Section 2.24. “*Neighborhoods*.” Initially, the Association shall be comprised of the following four Neighborhoods:

- “Northern Lights” (as set forth in the *Plat of Northern Lights Subdivision* (June 22, 2001), in the records of the Clerk and Recorder of Flathead County, Montana, and as it has been amended);
- “Northern Lights West Phase 1” (as set forth in the *Plat of Northern Lights West, Phase 1* (August 24, 2006), in the records of the Clerk and Recorder of Flathead County, Montana, and as it has been amended);
- “Northern Lights West Phase 2” (as set forth in the *Plat of Northern Lights West, Phase 2* (June 20, 2007), in the records of the Clerk and Recorder of Flathead County, Montana, as it has been amended); and
- “Northern Lights West Phase 3” (as set forth in the *Plat of Northern Lights West, Phase 3* (Dec. 15, 2020), in the records of the Clerk and Recorder of Flathead County, Montana, as it has been amended).

Section 2.25. “*Owner*” means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, or if the Lot is subject to one or more contracts for deed, the owner of the purchaser’s interest in the most recent contract for deed, but “Owner” does not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a Mortgage or Trust Indenture, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceeding.

Section 2.26. “*Person*” (whether or not in capitalized form) means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or combination of the foregoing.

Section 2.27. “*Northern Lights Property*” means and includes the property described on *Exhibit A* and the Neighborhoods which are subject to this Northern Lights Declaration.

Section 2.28. “*Special Assessment*” means an Assessment levied pursuant to Article VII.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.1. *Membership*. Every Owner, by virtue of being an Owner, and for so long as they are an Owner, will be a Member of the Northern Lights Homeowners’ Association. Membership will be appurtenant to and may not be separated from ownership of any Lot. No Owner, whether one or more persons, will have more than one membership per Lot owned, but all of the persons owning each Lot will be entitled to rights of membership and of use and enjoyment appurtenant to such ownership.

Section 3.2. *Transfer of Membership.* An Owner may not transfer, pledge, or alienate their membership in the Northern Lights Homeowners' Association in any way except upon the sale or encumbrance of their Lot, and then only to the purchaser or Mortgagee of their Lot.

Section 3.3. *Classes of Membership.* The Northern Lights Homeowners' Association will have one class of voting membership.

Section 3.4. *Voting Rights.* All Members will be entitled to vote on the Northern Lights Homeowners' Association matters on the basis of one vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons will be Members. The vote for such Lot may be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple Owners are present at a meeting in person or by proxy, the vote allocated to their Lot may vest only in accordance with the agreement of a majority in interest of the Owners. There is a majority agreement if any one of the multiple Owners casts the vote allocated to their Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

Any Owner of a Lot that is leased may assign their voting right to the tenant, provided that a copy of the instrument of assignment is furnished to the Secretary of the Northern Lights Homeowners' Association prior to any meeting in which the tenant exercises the voting right.

Section 3.5. *Notice of Membership.* Any person, on becoming a Member, will furnish the Secretary of the Northern Lights Homeowners' Association with a photocopy or certified copy of the recorded instrument or such other evidence as may be specified by the Board under the Bylaws or the Northern Lights Rules, vesting the person with the interest required to make them a Member. At the same time, the Member will provide the Northern Lights Homeowners' Association with the single name and address to which the Northern Lights Homeowners' Association will send any notices given pursuant to the Northern Lights Documents. In the event of any change in the facts reported in the original written notice, including any change in ownership, the Member will give a new written notice to the Northern Lights Homeowners' Association containing all of the information required to be covered in the original notice. The Northern Lights Homeowners' Association will keep and preserve the most recent written notice received by the Northern Lights Homeowners' Association with respect to each Member.

All notices given under this Northern Lights Declaration will be sent by personal delivery, which will be effective upon receipt; by overnight courier service, which will be effective one business day following timely deposit with a courier service; by regular, registered or certified mail, postage prepaid, which will be effective three days after deposit in the U.S. mail; or by electronic mail, which will be effective upon receipt.

Section 3.6. *Compliance with the Northern Lights Documents.* Each Owner will abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Northern Lights Documents.

ARTICLE IV
POWERS AND DUTIES OF NORTHERN LIGHTS HOMEOWNERS' ASSOCIATION

Section 4.1 *Northern Lights Homeowners' Association Management Duties.* Subject to the rights and obligations of the other Owners, the Northern Lights Homeowners' Association will be responsible for the administration and operation of the Association. The Board of Directors will exercise for the Northern Lights Homeowners' Association all powers, duties and authority vested in or obligated to be taken by the Northern Lights Homeowners' Association.

Section 4.2. *Common Area.*

4.2.1. *Use of Common Area.* The Common Area is generally designated by this Northern Lights Declaration for the common use, benefit and enjoyment of the Owners and their families, tenants, employees, guests and invitees, and such other persons as may be permitted to use the Common Area by agreement. Any use of the Common Area by Owners and their families, tenants, guests, and such other persons permitted access to the Common Area will be subject to any applicable Northern Lights Rules governing the Common Area.

4.2.3. *No Dedication to the Public.* Nothing in this Northern Lights Declaration or in the other Northern Lights Documents will be construed as a dedication to public use, or a grant to any public municipal or quasi-municipal authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect.

4.2.4. *Northern Lights Homeowners' Association's Responsibilities for Common Area.* The Northern Lights Homeowners' Association, subject to the rights and obligations of the Owners set forth in this Northern Lights Declaration, will be responsible for the management and control of the Common Area and all Improvements on the Common Area (including furnishings and equipment related thereto), and will keep it in good, clean, and attractive condition and repair consistent with the standards of Northern Lights.

4.2.5. *Association's Agreements Regarding Common Area.* Except for roads that are owned by Winter Sports Inc., Big Mountain Development Corporation, or any other third party, the Northern Lights Homeowners' Association, acting through the Board of Directors, may grant easements, rights-of-way, leases, licenses, and concessions through or over the Common Area without the independent approval by the Owners. Without limiting the generality of the foregoing, the Northern Lights Homeowners' Association may grant such rights to suppliers of utilities serving the Northern Lights Property or property adjacent to the Northern Lights Property and to developers or owners of property adjacent to the Northern Lights Property for the purpose of accommodating minor encroachments onto the Common Area or other purposes that do not unreasonably interfere with the use and enjoyment of the Common Area by the Owners. For avoidance of doubt, the Northern Lights Homeowners' Association shall not be permitted to grant any easement, right-of-way, lease, or license on, over, or under any road or Common Area owned by Winter Sports Inc., Big Mountain Development Corporation, or any other third party unless the applicable owner of the road consents in writing to the grant. The foregoing sentence shall not prohibit the Northern Lights Homeowners' Association from

entering into agreements for snow removal, sanding, or maintenance of any road or Common Area owned by Winter Sports Inc., Big Mountain Development Corporation, or any other third party, which agreement may be with Winter Sports Inc., Big Mountain Development Corporation or any other third party deemed suitable by the Board.

Section 4.3. *Rules and Regulations.*

4.3.1. From time to time and subject to the provisions of the Northern Lights Documents, the Board of Directors may adopt, amend and repeal rules and regulations, to be known as the “Northern Lights Rules,” governing, among other things and without limitation:

- (i) The use of the Common Area;
- (ii) Transfer Assessments; and
- (iii) The use of private roads, if any, within Northern Lights Property that are not designated as Common Area.

A copy of the Northern Lights Rules in effect will be distributed to each Member of the Northern Lights Homeowners’ Association, and any change in the Northern Lights Rules will be distributed or made available to each Member within a reasonable time following the effective date of the change.

4.3.2. *Enforcement.* The Board of Directors will provide for enforcement of the Northern Lights Rules as set forth in the Bylaws. Without limiting the generality of the foregoing, the Board may suspend the voting rights of a Member after notice and hearing as provided in the Bylaws for an infraction of the Northern Lights Rules.

Section 4.4. *Cooperation with Municipality/Districts.* The Northern Lights Homeowners’ Association will cooperate in all respects with any municipality or special utility district to enable both the Northern Lights Homeowners’ Association and the municipality/district to most efficiently and economically provide their respective services to the Owners. It is contemplated that from time to time such municipality/district, if any, and the Northern Lights Homeowners’ Association each may use the services of the other in the furtherance of its obligations, and each may contract with another to better provide for such cooperation. If either the Northern Lights Homeowners’ Association or a municipality/district should fail or refuse to provide the services which it is obligated to provide under its respective formative documents for any reason, then the other, as permitted by law and to the best of its ability, may assume that obligation until such a time as the entity primarily obligated is able to resume its functions, and the acting entity may charge the other a reasonable fee for the provision of such services.

Section 4.5. *Delegation by Northern Lights Homeowners’ Association*

4.5.1. *Manager.* The Northern Lights Homeowners’ Association may employ or contract for the services of a Manager to act for the Northern Lights Homeowners’ Association

and the Board and the officers according to the powers and duties delegated to the Manager pursuant to the Bylaws or resolution of the Board. Neither the Board nor any Northern Lights Homeowners' Association officer will be liable for any omission or improper exercise by a Manager of any such duty, power, or function delegated by written instrument executed by or on behalf of the Board.

4.5.2. *Committees.* The Northern Lights Homeowners' Association may delegate any of its rights, duties or responsibilities to any committee or other entity the Board may choose to form.

4.5.3. *Limitation.* Any delegation by the Board under this Section is subject to compliance with the Bylaws and the requirement that the Board, when so delegating, will not be relieved of its responsibilities under the Northern Lights Documents.

Section 4.6. *Ownership of Personal Property and Real Property for Common Use.* The Northern Lights Homeowners' Association, through action of its Board of Directors, may acquire, hold and dispose of personal property and real property. The Board, acting on behalf of the Northern Lights Homeowners' Association, will accept any real or personal property, leasehold or other property interests within the Northern Lights and conveyed to the Northern Lights Homeowners' Association by Declarant (as such term is defined in the Community Declaration).

Section 4.7. *Roads and Streets.* The Northern Lights Homeowners' Association shall be responsible for conducting ordinary annual and seasonal maintenance of all private roads within the Northern Lights Property, including those owned by Winter Sports, Inc. and Big Mountain Development Corporation, except private driveways located within the Lots on the Northern Lights Property, which shall be the responsibility of the Owners of the Lot unless the Board elects to conduct such maintenance, which shall be part of the Assessments as set forth in Article VII if so elected. Such ordinary maintenance will include repair and replacement of such private roads as well as periodic maintenance of the surface and regular snow, ice, and trash removal from all drive areas except private driveways located within Lots on the Northern Lights Property. The Northern Lights Homeowners' Association shall be responsible for maintaining road safety, and adequate snow removal on all emergency egress roads to ensure safe, two-way circulation year-round and by keeping the right of way cleared. The Board will cooperate with the applicable traffic and fire control officials to post roads and streets with traffic control, fire lanes, and parking regulation signs. Northern Lights Homeowners' Association shall also be responsible for maintaining the Common Areas for landscaping, and irrigation. Owners shall be responsible for maintaining the ski trail as it crosses an individual Owner's property during the non-winter months. WSI holds a reserved easement over the ski trails within the Northern Lights Property and shall have the right to conduct such maintenance and repair to the ski trail as it deems necessary to make the ski trail useable for its operations. Owners of Lots within the Northern Lights Property shall have the right to traverse the ski trails that are identified on the plats of the Neighborhoods within the Northern Lights Property to access their Lots.

Section 4.8. *Books and Records.* The Northern Lights Homeowners' Association will make available for inspection by Owners and Mortgagees, upon request, during normal business

hours or under other reasonable circumstances, current copies of the Northern Lights Documents and the books, records, and financial statements of the Northern Lights Homeowners' Association prepared pursuant to the Bylaws. The Northern Lights Homeowners' Association may charge a reasonable fee for copying such materials.

Section 4.9. *Reserve Account.* The Northern Lights Homeowners' Association will establish and maintain an adequate reserve fund from Annual Assessments levied pursuant to Section 7.3 below for maintenance, repair or replacement of the Common Area and Improvements located within the Common Area that must be replaced on a periodic basis and for any other facilities made available to the Northern Lights Homeowners' Association that must be replaced on a periodic basis with contributions from the Northern Lights Homeowners' Association.

Section 4.10. *Implied Rights and Obligations.* The Northern Lights Homeowners' Association will perform all of the duties and obligations imposed on it expressly by the Northern Lights Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Northern Lights Documents or reasonably necessary to satisfy any such duty or obligation. Northern Lights Homeowners' Association may exercise any other right or privilege (i) given to it expressly by the Northern Lights Documents, (ii) reasonably to be implied from the existence of another right or privilege given expressly by the Northern Lights Documents, or (iii) reasonably necessary to effectuate any such right or privilege.

ARTICLE V PROPERTY USE RESTRICTIONS

Section 5.1. *General Restrictions.* The Northern Lights Property will be used only for the purposes set forth in this Northern Lights Declaration, applicable regulations of Flathead County, the laws of the State of Montana and the United States, and as set forth in the Northern Lights Documents or other recorded covenants affecting all or any part of the Northern Lights Property, including, without limitation, the Master Declaration.

Section 5.2. *Use of Lots.* Each Lot may be used only for the purposes permitted by the applicable Flathead County zoning regulations.

Section 5.3. *Motorized Vehicles.* No trucks, trail bikes, recreational vehicles, motor homes, motor coaches, snowmobiles, campers, trailers, boats or boat trailers or similar vehicles, other than passenger automobiles or pickup trucks, or any other motorized vehicles will be parked, stored, or in any manner kept or placed on any portion of the Northern Lights Property in excess of a period of three (3) days, except in an enclosed garage or screened from public view. This restriction, however, will not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to the Northern Lights Property or for Owners. Additionally, nothing contained in this Northern Lights Declaration shall be construed to restrict, modify, or impair any rights of Winter Sports, Inc. or Big Mountain Development Corporation as owner of or easement holder with respect to any roads within the Northern Lights Property.

No snowmobiles or off-road vehicles will be allowed to operate on any roads (including public roads) or trails (excepting Winter Sports, Inc.'s right to operate snowmobiles and off-road vehicles on the ski trails in connection with its easements over the ski trails) in the Northern Lights Property, except for emergency purposes or in areas specifically designated for such purposes by the Board. Motorcycles may be used on roads in the Northern Lights Property only for transportation to and from a dwelling and shall be operated in a quiet manner.

Section 5.4 *Underground utilities.* All utilities, including but not limited to electrical, television, natural gas and telephone, shall be placed underground.

Section 5.5. *Sanitation and Water.* No septic tanks or drain fields shall be permitted on any Lot. No wells from which water, oil, or gas is produced shall be permitted on any Lot.

Section 5.6. *Signs.* No signs of any kind will be displayed to the public view on or from any portion of the Northern Lights Property, except for reasonably sized "for sale" signs or signs used by a builder to identify a Lot during the construction period, or any other signs otherwise approved by the Board of Directors. If a Lot is not actively listed for sale, the "for sale" sign must be removed from the Lot within fifteen (15) days from the transfer of the Lot to the new owner or removal from active real estate listing.

Section 5.7. *Animals and Pets.* No animals, livestock, or poultry will be kept, raised or bred on any portion of the Northern Lights Property, except dogs, cats, or other household pets (the kind and number of which may be further regulated in the Northern Lights Rules). Household pets may not be permitted to run at large at any time, and dogs must be under the pedestrian's control by leash at all times. Animal waste must be immediately removed from all Common Areas by the animal owner. The use of wildlife attractants are expressly prohibited, but this does not prohibit bird feeders.

Section 5.8. *Trash.* No trash, ashes, garbage construction materials, or other refuse will be thrown or dumped on any land or area within the Northern Lights Property. Burning is prohibited out of doors. Owners must provide suitable receptacles for the storage and collection of refuse, and all such receptacles will be screened from public view and protected from the wind and from animal and other disturbances. The Board has the authority to require Owners to use bear-proof trash receptacles in the Board's sole discretion.

Section 5.9. *Temporary Structures.* No temporary structures will be permitted except as may be determined to be necessary during construction and as specifically authorized by the Board and/or Committee established by the Board (if applicable).

Section 5.10. *Compliance with Laws.* Subject to the rights of reasonable contest, each Owner will promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Northern Lights Property.

Section 5.11. *Parking and Auto Repair.* No automobiles or other vehicles will be parked in any street or upon any portion of the Northern Lights Property except within garages, carports, or designated parking areas. No work on automobiles or other vehicle repair will be performed in any visible or exposed portion of Northern Lights except in emergencies.

Section 5.12. *Antennas.* No exterior radio, television, microwave, or other antenna or antenna dish or signal capture and distribution device will be permitted without the prior written consent of the Board and/or Committee established by the Board (if applicable) and appropriate screening.

Section 5.13. *Noise.* No exterior horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of the Northern Lights Property or improvements, will be placed or used on any portion of the Northern Lights Property.

Section 5.14. *Lighting.* All exterior lighting on each Lot and on the grounds of the Northern Lights Property will be subject to regulation by the Northern Lights Homeowners' Association. All exterior lighting shall be extinguished by 11 PM each night. Owners may place Christmas lights on their structures and within their Lots, only between Thanksgiving and New Years of each year.

Section 5.15. *Obstruction.* There will be no obstruction of any walkways, bypass or interference with the free use of those walkways and paths except as may be reasonably required in connection with repairs. The Owners, their families, tenants, guests, and invitees' use of the walkways and paths are subject to the Northern Lights rules adopted by the Board from time to time.

Section 5.16. *Fire Clearance Measures.* In the construction and landscaping of houses, Owners shall create and maintain defensible space, and vegetative clearance measures around structures as required by the design guidelines in Flathead County zoning and subdivision approval regulation for the purpose of reducing fire danger.

Section 5.17. *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.

Section 5.18. *Nuisance.* No obnoxious or offensive activity will be carried on within the Northern Lights Property, nor will anything be done or permitted which will constitute a public nuisance. No noise or other nuisance will be permitted to exist or operate upon the Northern Lights Property, which will be offensive or detrimental to any other part of the Northern Lights Property or its occupants.

Section 5.19. *Partition or Combination of Lots.* No part of a Lot which is restricted in use to a single family dwelling may be partitioned or separated from any other part thereof. No such Lots may be combined, but the Owner of two or more contiguous Lots may build one single-family residence on the contiguous Lots upon complying with all requirements of Flathead County and all design guidelines.

Section 5.20. *Rentals and Leasing.* The Owner of a Lot will have the right to rent or lease his/her/their Lot, subject to the following conditions: (i) all leases or rental agreements must be in writing and must specifically incorporate this Northern Lights Declaration and the Northern Lights Rules and Northern Light Documents, and any failure of a tenant to comply with the Northern Lights Documents will be a default under the lease or rental agreement; (ii) the Owner shall be liable for any violation of the Northern Lights Documents committed by the Owner's tenant, without prejudice to the Owner's right to collect any sums paid by the owner on behalf of the tenant; (iii) the Owner must provide the Association with contact information for the local property manager, if applicable. The Board has the authority to regulate further rentals and leasing in the Association's best interests. If renting or leasing property on a short-term basis (which for purposes of this Declaration means less than thirty days), the Owner of a Unit must additionally comply with the provisions set forth in Section 5.21.

Section 5.21. *Short-term Rentals.* Owners are responsible for complying with the following provisions: (i) strict compliance with Flathead County and State of Montana ordinances, rules, regulations and laws pertaining to short-term rentals; (ii) Owners must provide to Northern Lights contact information of the management company or rental agency responsible for renting/managing the Unit, and the telephone number of the person(s) who can be reached 24 hours a day, seven days a week, and be on site at the Unit within one hour, and this information must be posted visibly on the outside of the Unit; and (iii) Owners must provide notice to short-term rental tenants policies regarding quiet hours, noise, disturbance/behavior, parking and pets.

Section 5.22. *Landscape Maintenance.* All landscaping features shall be maintained and shall not be allowed to become unsightly. No non-native grasses shall be planted or installed. Native grasses shall be watered and pruned on a regular basis. All weeds, including noxious weeds, shall be eradicated or controlled and all Owners shall fully comply with state and local laws regarding the control and eradication of noxious weeds, including the Weed Management Plan promulgated by the Flathead County Weed Department. The removal of trees that are six inches or more in diameter shall require the written approval of the Association.

Section 5.23. *Enforcement.* The Association may take such action as it deems advisable to enforce the covenants as provided in this Northern Lights Declaration. In addition, the Association will have a right of entry on any part of the Northern Lights Property for the purposes of enforcing this article, and any costs incurred by the Association in connection with such enforcement which remain unpaid 30 days after the Association has given notice of the cost to the Owner will be subject to interest at the rate set forth in § 25-9-205, MCA, as it is amended from time to time, and will be treated as a Default Assessment enforceable as provided in Article VII.

ARTICLE VI OWNER'S OBLIGATIONS FOR MAINTENANCE

Section 6.1. Except as provided in the Northern Lights Documents or by written agreement with the Association, all maintenance of a Lot and the improvements located on it will be the sole responsibility of the Owner of the Lot. Each Owner will maintain its Lot in

accordance with the community-wide standard of Northern Lights. The Association will, in the discretion of the Board, assume the maintenance responsibilities of such Owner if, in the opinion of the Board, the level and quality of maintenance being provided by such Owner does not satisfy such standard. Before assuming the maintenance responsibilities, the Board will notify the Owner in writing of its intention to do so; if the Owner has not commenced and diligently pursued remedial action within 30 days after the mailing of such written notice, then the Association will proceed. The expenses of the maintenance by the Board will be reimbursed to the Association by the Owner within 30 days after the Association notifies the Owner of the amount due, and any sum not reimbursed within that 30 days will bear interest at the maximum rate permitted under Montana law ("Default Rate"). Such charges will be a Default Assessment enforceable as provided in Article VII.

Section 6.2. *Owner's Negligence.* If the need for maintenance, repair, or replacement of any portion of the Common Area arises because of the negligence or willful act or omission of an Owner or his guest, invitee, or tenant, then the expenses incurred by the Association for the maintenance, repair or replacement will be the personal obligation of that Owner. If the Owner fails to pay the expenses incurred by the Association within 30 days after the notice to the Owner of the amount owed, then those expenses will bear interest at the Default Rate, and all such expenses and interest will become a Default Assessment enforceable in accordance with Article VII.

ARTICLE VII ASSESSMENTS

Section 7.1. *Creation of Lien and Personal Obligation of Assessments.* Each Owner of any Lot, by accepting a deed for a Lot, is deemed to covenant to pay to the Association (i) the Annual Assessments imposed by the Board of Directors to generally carry out the functions of the Association; (ii) Special Assessments for capital improvements and other purposes; (iii) the Default Assessments which may be assessed against a Lot pursuant to the Northern Lights Documents for the Owner's failure to perform an obligation under the Northern Lights Documents or because the Association has incurred an expense on behalf of or caused by the Owner under the Northern Lights Documents. All Assessments, together with fines, interest, costs, and reasonable attorneys' fees (including legal assistants), will be a charge on the land and will be a continuing lien upon the Lot against which each such Assessment is made until paid. No Owner may exempt itself from the liability for any Assessments by abandonment of his or her Lot or by waiver of the use or enjoyment of the Common Area. Suit to recover money, judgment for unpaid Assessments, and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Northern Lights Declaration.

Section 7.2. *Purpose of Assessments.* The Assessments levied by the Association will be used exclusively to promote the recreation, health, safety, convenience, and welfare of the Owners and occupants of Northern Lights, providing the necessary functions and the improvement and maintenance of the Common Area and of the services and facilities located on the Common Area. Assessments shall include, but are not limited to, the following: improving, repairing, replacing, renovating, and maintaining any of the Common Area or other improvements maintained by the Association; furnishing garbage and trash pickup and water,

sewer, and other utility services to the Common Area; obtaining and maintaining insurance; establishing and maintaining reserves for repairs, replacement, maintenance, taxes, capital improvements and other purposes; carrying out all other functions, powers, rights and duties of the Association specified in the Northern Light Documents; and generally, addressing any other expenses necessary to meet the purposes of the Association.

Section 7.3. *Annual Assessments.*

7.3.1. *Calculation of Annual Assessments.* The Board of Directors will prepare a budget before the close of each fiscal year of the Association. Annual Assessments for Common Expenses will be based upon the estimated net cash flow requirements of the Association to cover items including, without limitation: the cost of routine maintenance, repair and operation of the Common Area; premiums for insurance coverage as deemed desirable or necessary by the Association; snow removal, landscaping, care of grounds and common lighting within the Common Area; routine renovations within the Common Area; wages; common water and utility charges for the Common Area; legal and accounting fees; expenses and liabilities incurred by the Association under or by reason of this Northern Lights Declaration; payment of any deficit remaining from a previous Assessment period; and the supplementing of the reserve fund on a periodic basis, as needed.

7.3.2. *Apportionment of Annual Assessments.* Except as otherwise provided herein, each Owner will be responsible for that Owner's share of the Common Expenses, which will be divided equally among the Lots within the Northern Lights Property or subjected to this Northern Lights Declaration from time to time. Accordingly, at any given time, an Owner's share of Common Expenses will be determined as a fraction, the numerator of which is the number of Lots owned by the Owner and the denominator of which is the number of Lots in the Northern Lights Property.

7.3.2.1. *Apportionment of Annual Ski Lift Assessment.* Assessments for costs associated with the use of the Elk Highlands Ski lift operated by Winter Sports, Incorporated shall be a limited Common Expense, which will be divided equally among the Lots within the Neighborhoods of Northern Lights West Phase I and Northern Lights West Phase II. Owners within the Neighborhoods Northern Lights and Northern Lights West Phase III shall not contribute to assessments for costs associated with the use of the Elk Highlands Ski lift.

7.3.2.2. *Apportionment of Certain Neighborhood Common Expenses.* If the Northern Lights Documents identifies or the Board determines, in its discretion, that any Common Expense is primarily for the benefit of and/or utilized by one or several Neighborhoods within the Association, said designated Common Expense shall be divided equally among the Lots within that benefitted Neighborhood or Neighborhoods.

7.3.3 *Collection.* Annual Assessments shall be collected in periodic installments as the Board may determine from time to time, but unless the Board directs otherwise, they will be payable annually in advance on the date determined by the Board. The omission or failure of the Association to fix the Annual Assessments for any Assessment period

will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same.

Section 7.4. *Special Assessments.* The Board of Directors may levy, in any fiscal year, one or more special assessments. The Board will apportion the Special Assessments as set forth in Section 7.3.2. The Board will provide notice of the amount and due dates for such Special Assessment to each Owner at least 30 days prior to the due date.

Section 7.5. *Default Assessments.* All monetary fines, penalties, interest or other charges or fees levied against an Owner, or any expense of the association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner, and any expense incurred by the Association as a result of the failure of an Owner to abide by the Northern Light Documents, constitutes a default assessment, enforceable as provided in this Northern Lights Declaration.

Section 7.6. *General Remedies of Association for Nonpayment of Assessment.* The remedies provided under this Northern Lights Declaration will not be exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law. Any installment of an Annual Assessment, Special Assessment or Default Assessment which is not paid within 30 days after its due date will be delinquent. In the event that an installment of an Annual or Special Assessment becomes delinquent, or in the event any Default Assessment is established under this Northern Lights Declaration, the Association, in its sole discretion, may take any or all of the following actions: (i) assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time; (ii) charge interest from the date of delinquency at the maximum rate permitted under Montana law; (iii) suspend the voting rights of the Owner during any period of delinquency; (iv) accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year will be due and payable at once; (v) bring an action at law against any Owner personally obligated to pay the delinquent Assessment charges; (vi) file a statement of lien with respect of the Lot and foreclose as set forth in Section 7.7; (vii) for a delinquent Assessment related to the provision of utilities, the utility service to the Lot may be suspended after giving the Owner ten days' written notice that the service will be suspended unless the delinquent Assessment is paid.

Section 7.7. *Assessment Lien.* Any Assessment chargeable to a Lot will constitute a lien on the Lot, effective on the due date of the Assessment. To evidence the lien, the Association may, but will not be obligated to, prepare a written lien statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and the delinquent Assessment amounts then owing. Any such statement will be duly signed and acknowledged by an officer or Director of the Association and will be served upon the Owner of the Lot by mail to the address of the Lot or at such other address as the Association may have in its records for the Owner. At least ten days after the Association mails the statement to the Owner, the Association may record the statement in the office of the Clerk and Recorder of Flathead County, Montana. Thirty days following the mailing of such notice to the owner, the association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Montana.

Section 7.8. *Successor's Liability for Assessment.* All successors to the title of a Lot will be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, cost, expenses, and attorneys' and legal assistants' fees against such Lot without prejudice to any such successor's right to recover from any prior Owner any amounts paid by such successor.

Section 7.9. *Failure to Assess.* The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice will not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner will continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

Section 7.10 *Revocation of Transfer Assessment under Community Declaration.* The Transfer Assessment, as set forth in Section 5.17 of the Community Declaration, or any amendment or supplement thereto, whereby up to 2% of the fair market value of a property being transferred is assessed, is expressly revoked. The transfer assessments under section 5.2 of the Master Declaration are not affected hereby and shall remain in full force and effect.

ARTICLE VIII EASEMENTS AND PROPERTY RIGHTS OF OWNERS

Section 8.1. *Owner's Easement of Access and Enjoyment.* Every Owner has a perpetual, non-exclusive easement for ingress, egress, and utilities to and from his or her Lot and for the use and enjoyment of the Common Area, which easement is appurtenant to and will pass with title to every Lot, subject to the provisions set forth in this Northern Lights Declaration. Such easement is subject to such reasonable regulation on access and use imposed by the Association.

Section 8.2. *Delegation of Use.* Any Owner may delegate, in accordance with the Northern Lights Documents, its right of access and enjoyment described in this Article to its tenants, employees, family, guests or invitees.

Section 8.3. *Easement of Record and of Use.* The Northern Lights Property will be subject to all easements and reservations shown on any recorded Plat and to any other easements or reservations of record or of use as of the date of recordation of this Northern Lights Declaration.

Section 8.4. *Emergency Access Easement.* A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Northern Lights Property in the proper performance of their duties.

ARTICLE IX
NORTHERN LIGHTS HOMEOWNERS' ASSOCIATION AS ATTORNEY-IN-FACT

Each and every owner hereby irrevocably constitutes and appoints the Northern Lights Homeowners' Association as such Owner's true and lawful attorney-in-fact and such Owner's name, place, and stead for the purpose of dealing with the Common Area upon damage or destruction or a complete or partial taking thereof. Acceptance by any grantee of a deed or other instrument of convenience from any Owner will constitute appointment of the Association as attorney-in-fact as provided in this Article. As attorney-in-fact, the Association has full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner that may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE X
MORTGAGEE PROTECTION

Section 10.1 *First Mortgage's Rights.* First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Area or improvements thereon and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area. First Mortgagees making such payments will be owed immediate reimbursement from the Association.

Section 10.2. *Cure of Delinquent Assessments.* A First Mortgagee will be entitled to cure any delinquency of the Owner of the Lot encumbered by the First Mortgagee in the payment of Assessments. In that event, the Eligible Mortgage Holder will be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

ARTICLE XI
ENFORCEMENT OF COVENANTS

Section 11.1. *Violations Deemed a Nuisance.* Every violation of this Northern Lights Declaration is deemed a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or equity against anyone in violation of these Covenants will be available.

Section 11.2. *Compliance.* Each Owner or other occupant of any part of the Northern Lights Property will comply with the provisions of the Northern Lights Declaration and the Northern Lights Documents as they may be amended from time to time.

Section 11.3. *Failure to Comply.* Failure to comply with the Northern Lights Declaration and Northern Lights Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the Northern Lights Documents will be given to the delinquent party prior to commencing any legal proceedings.

Section 11.4. *Who may Enforce.* Any action to enforce the Northern Lights Declaration and the Northern Lights Documents may be brought by the Board in the name of the Association on behalf of the Owners. If, after a request from an aggrieved Owner, the Board does not commence an enforcement action, the aggrieved Owner may bring such an action.

Section 11.5. *Nonexclusive Remedies.* All the remedies set forth herein are cumulative and not exclusive.

Section 11.6. *No Waiver.* The failure of the Board or any aggrieved Owner to enforce the Northern Lights Declaration and/or the Northern Lights Documents in any one or more instances will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of this Northern Lights Declaration or the Northern Lights Documents at any future time.

Section 11.7. *No Liability.* No member of the Board of Directors or any Owner will be liable to any other owner for the failure to enforce any of the Association's rules at any time.

Section 11.8. *Recovery of Costs.* If legal assistance is obtained to enforce any of the provisions of this Northern Lights Declaration or the Northern Lights Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of these or the restraint of violations, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees and legal assistants' fees as may be incurred, or if suit is brought, as may be determined by the court.

ARTICLE XII RESOLUTION OF DISPUTES

If any dispute or question arises between Members or between Members and the Association relating to the interpretation, performance or non-performance, violation, or enforcement of this Northern Lights Declaration or the Northern Lights Documents, such dispute or violation may be subject to hearing and determination by the Board in accordance with its Bylaws.

ARTICLE XIII DURATION OF THESE COVENANTS AND AMENDMENTS

Section 13.1. *Term.* This Northern Lights Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the 50th anniversary of the date this Northern Lights Declaration is first recorded in the office of the Clerk and Recorder of Flathead County, Montana. Thereafter, these covenants will be automatically extended for successive periods of 10 years each, unless otherwise terminated or modified as provided below.

Section 13.2. *Amendment.* This Northern Lights Declaration may be terminated, extended, modified, or amended, or revoked as to the whole or any portion of the Northern Lights Property upon the written consent of Owners holding 55% or more of the votes in the Association. Any document will be immediately effective upon recording in the records of

Flathead County, Montana, a copy of such executed and acknowledged by the necessary number of Owners, or alternatively, upon the recording in the records of Flathead County, Montana, of a copy of the document together with a certificate signed by an officer of the Association stating that the required number of Owners consented to the change.

Section 13.3. *Effect of Amendments.* Amendments made pursuant to this Article will inure to the benefit of and be binding upon all owners, their families, guests, invitees and employees, and their respective heirs, successors, and assigns. Joinder of the First Mortgagees shall not be required in order to effect an amendment.

ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 14.1. *Severability.* This Northern Lights Declaration, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Any provision of this Northern Lights Declaration found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 14.2. *Construction.* In interpreting words in this Northern Lights Declaration, unless the context will otherwise provide or require, the singular will include the plural, the plural will include the singular, and the use of any gender will include all genders.

Section 14.3. *Headings.* The headings are included only for purposes of convenient reference, and they will not affect the meaning or interpretation of this Northern Lights Declaration.

Section 14.4. *Waiver.* No failure on the part of the Association or the Board to give notice of default or to exercise or to delay in exercising any right or remedy will operate as a waiver, except as specifically provided above in the event the Board fails to respond to certain requests. No waiver will be effective unless it is in writing and signed by the President or Vice President of the Board on behalf of the Association.

Section 14.5. *Limitation of Liability.* Neither the Association or the Board will be liable to any party for any action or for any failure to act with respect to any matter arising by, through, or under this Northern Lights Declaration, if the action or failure was made in good faith. The Association will indemnify all of the officers and Board members with respect to any act taken in their official capacity to the extent provided in this Northern Lights Declaration, by law, and in the Articles of Incorporation and Northern Lights Documents.

Section 14.6. *Conflicts Between Documents.* In case of conflict between this Northern Lights Declaration and the Articles of Incorporation or the Bylaws, this Northern Lights Declaration will control. In case of conflict between the Articles and Bylaws, the Articles will control.

IN WITNESS WHEREOF, the President of the Glacier Village Association has signed this Northern Lights Declaration on the date shown below.

Glacier Village Association, Inc.

By: _____

Name: _____

Title: President _____

Date: _____

STATE OF MONTANA)
 :SS
County of Flathead)

This instrument was acknowledged before me on _____, 2024
by _____ as President of Glacier Village Association, Inc.

(Signature of Notary)

EXHIBIT A
(Northern Lights Property)

Northern Lights Subdivision

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of Northern Lights Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

Lot 16 and 17 of the Amended Plat of Lots 16, 17, and 18, Northern Lights Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Northern Lights West, Phase 1

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 of Northern Lights West, Phase 1-2010, according to plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

Northern Lights West, Phase 2

Lot 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 of Northern Lights West, Phase 2, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

Northern Lights West, Phase 3

Lot 29, 30, 31, 32, 33, 34, and 35 of Northern Lights West, Phase 3, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.