

DECLARATION OF COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS FOR

FISH CAMP LOTS - IRON HORSE

This Declaration of Covenants, Conditions, Restrictions and Easements for Fish Camp Lots - Iron Horse (this "Fish Camp Declaration") is made this ____ day of _____ 2001, by IRON HORSE AT WHITEFISH, LLC, a limited liability company (sometimes called the "Company" in this Fish Camp Declaration). Iron Horse at Whitefish, LLC is the owner of all of the property which is subject to this Fish Camp Declaration.

ARTICLE I

STATEMENT AND PURPOSE AND IMPOSITION OF COVENANTS

Section 1.1. *Owner.* The Company is the owner of the property in Flathead County, Montana, described as follows (the "Fish Camp Lots"):

Lots 227-252, inclusive, of Iron Horse, Phase 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.

Section 1.2. *Purpose.* The purpose of the Company in making this Fish Camp Declaration is to create a special area (the "Fish Camp") within the planned community known as Iron Horse.

The Company further intends to ensure the attractiveness of the Fish Camp Lots, including the residences and other improvements constructed on it; to prevent any future impairment of the Fish Camp Lots and to guard against the construction on the Fish Camp Lots of improvements of improper or unsuitable materials or with improper quality or methods of construction; to protect and enhance the values and amenities of the Fish Camp Lots; to provide for the operation, administration, use and maintenance of the common facilities within the Fish Camp Lots; to preserve, protect and enhance the values and amenities of the Fish Camp Lots; and to promote the health, safety and welfare of the owners of the Fish Camp Lots.

Section 1.3. *Imposition of Covenants.* To accomplish the purposes indicated above, the Company hereby declares that from the date of recording this Fish Camp Declaration forward, the Fish Camp Lots will be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements (collectively, these "Fish Camp Covenants"). These Fish Camp 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 Fish Camp Lots (including Declarant) and their heirs,

successors, and assigns, and their tenants, employees, guests, and invites. These Fish Camp Covenants will inure to the benefit of each owner of the Fish Camp Lots.

Section 1.4. *Relationship to Iron Horse Covenants.* This Fish Camp Declaration is in addition to the terms and conditions of the Restated Declaration of Covenants, Conditions, Restrictions and Easements for Iron Horse, recorded March 22, 1999, under Reception No. 199908105510, records of Flathead County, Montana (the "Iron Horse Declaration").

ARTICLE II DEFINITIONS

Any capitalized terms used in this Fish Camp Declaration and not otherwise defined in this Fish Camp Declaration shall have the same meaning as in the Iron Horse Declaration. In addition, the following terms, as used in this Fish Camp Declaration, are defined as follows:

Section 2.1. "*Club*" means Iron Horse Golf Club, Inc., a Montana not-for-profit corporation.

Section 2.2. "*Club Parcel D*" means Club Parcel D of Iron Horse, Phase 4, according to the map or plat thereof on file and of record in the office of the Clerk and Recorded of Flathead County, Montana

Section 2.3. "*Fish Camp Amenities*" means Club Parcel D and the lodge, ponds, streams, creeks, paths, hiking trails, bridges, access roads, water lines, aqueducts, communication lines, control equipment, utilities, irrigation lines or equipment, and other similar features located primarily on Club Parcel D but some of which amenities are located in part on some of the Fish Camp Lots, all as shown more particularly on Exhibit A attached hereto and by this reference incorporated herein, and all equipment and infrastructure used in operating or maintaining any of the foregoing.

Section 2.4. "*Fish Camp Owner*" means the owner of record (including Declarant, and including the most recent contract purchaser, but excluding all contract sellers), whether one or more persons or entities, of fee simple title to any Fish Camp Lot or, if the Fish Camp 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 "Fish Camp 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, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

ARTICLE III

DESIGN GUIDELINES FOR FISH CAMP LOTS

Section 3.1. *Fish Camp Design Guidelines.* The Fish Camp Lots will be subject to design guidelines (the “Fish Camp Design Guidelines”) to ensure appropriate and consistent construction within the Fish Camp area. The Fish Camp Design Guidelines may include, but are not limited to, specification of typical unit construction which is allowed, location of building envelopes, specification of allowed materials, colors and other design requirements, and other provisions relating to construction and maintenance of improvements and landscaping as well as uses which are allowed on the Fish Camp Lots.

Section 3.2. *Relationship to Iron Horse Design Guidelines.* The Fish Camp Design Guidelines are in addition to the Design Guidelines provided in the Iron Horse Declaration. The Fish Camp Design Guidelines will be administered by the Design Review Committee established by the Iron Horse Declaration and are subject to all of the same terms and conditions as provided in Article VI of the Iron Horse Declaration.

ARTICLE IV

FISH CAMP LOT USE RESTRICTIONS

Section 4.1. *General Restriction.* The Fish Camp Lots shall not be used in any manner that would interfere with or damage the Fish Pond Amenities.

Section 4.2. *No Withdrawal of Water.* No water shall be withdrawn from the Fish Camp Amenities for any purpose by any owner, tenant, guest or other occupant of any Fish Camp Lot.

Section 4.3. *Non-Disturbance Areas.* Fish Camp Owners shall not improve, landscape, disturb or alter the areas identified as “Meadow” on the diagrams of the Fish Camp Lots attached hereto as Exhibit A or other areas outside of the building envelopes, as provided in the Fish Camp Design Guidelines.

Section 4.4. *Construction Near Water.* It is acknowledged that any construction or other improvement occurring near any pond, stream, wetland or other water feature may be subject to federal, state or local laws, rules or regulations or may require permits. Fish Camp Owners shall abide by all such laws, rules and regulations and shall obtain all necessary permits prior to undertaking any construction or other improvement on any Fish Camp Lot. All such requirements shall be in addition to the Fish Camp Design Guidelines and the Iron Horse Design Guidelines.

Section 4.5. *Enforcement.* Declarant, the Club and/or the Iron Horse Homeowners Association, Inc. may take such action as it deems advisable to enforce this Fish Camp Declaration.

In addition, Declarant, Iron Horse Golf Club, Inc. and/or Iron Horse Homeowners Association, Inc. will have a right of entry on any part of the Fish Camp Lots for the purposes of enforcing this Fish Camp Declaration, and any costs incurred in connection with such enforcement which remain unpaid 30 days after notice of the cost has been given to the Fish Camp Owner will be subject to interest at the Default Rate from the date of the advance through the date of payment in full by the Owner, and will be treated as a charge to the account of the member of the Iron Horse Golf Club, Inc. or as a Default Assessment enforceable as provided in Article IX of the Iron Horse Declaration, as applicable.

ARTICLE V
SPECIAL DECLARANT RIGHTS,
ADDITIONAL RESERVED RIGHTS AND INDEMNITY

Section 5.1. *General Provisions.* Until the expiration of the Period of Declarant Control, Declarant will have the following Special Declarant Rights:

5.1.1. *Completion of Improvements.* The right to complete the Fish Camp Amenities on Club Parcel D as well as on those portions of the Fish Camp Lots as shown on Exhibit A, attached hereto.

5.1.3. *Sales Activities.* The right to maintain sales and management offices, signs advertising the Project and model residences on Club Parcel D and on Fish Camp Lots owned by Declarant.

5.1.4. *Easements.* The right to use easements on the Fish Camp Lots for the purpose of construction, operation and maintenance of the Fish Camp Amenities.

Section 5.2. *Supplemental Provisions Regarding Declarant's Rights.* Without limiting the generality of the foregoing, certain of these Special Declarant Rights are explained more fully in this Article below. Further, Declarant reserves the right to amend this Fish Camp Declaration and any Plat in connection with the exercise of any Development Right or any other Special Declarant Right, and Declarant also reserves the additional rights retained for the benefit of Declarant in this Article and in other provisions of this Fish Camp Declaration.

Section 5.3. *Easement for Construction and Maintenance of Fish Camp Amenities.* There is hereby created an easement upon, across, over, in and under the Fish Camp Lots for construction, installation, operation, replacement, repair and maintenance of all Fish Camp Amenities. The location of those Fish Camp Amenities which are situated in part on the Fish Camp Lots is shown on Exhibit A, attached hereto. By virtue of this easement, it will be expressly permissible and proper for the party administering the Fish Camp Amenities to construct, install, operate, replace, repair and maintain Fish Camp Amenities on the Fish Camp Lots as shown on Exhibit A. Any party using this

general easement will use its best efforts to install and maintain the Fish Camp Amenities without disturbing the uses of the Fish Camp Owners; will prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and will restore the surface to its original condition as soon as possible after completion of its work. If it becomes necessary or desirable to relocate, change, revise, or add to the existing Fish Camp Amenities, the party administering the Fish Camp Amenities shall have the power and right to do so; provided, however, that any such activity may not unreasonably burden the intended use of the Fish Camp Lot for residential purposes. This general easement shall include the right to monitor water quality in the Fish Camp Amenities and take all such actions as may be necessary or desirable to prevent contamination of any water and clean-up of any contamination that does occur. This general easement shall include the right to access the Fish Camp Amenities on the access road shown on Exhibit A, as well as across Fish Camp Lots; provided, however, that any party using this access easement across Fish Camp Lots shall use its best efforts to do so without disturbing the uses of the Fish Camp Owners. This general easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Fish Camp Lots. During the Period of Declarant Control, the beneficiary of the easements created in this Section shall be the Declarant and the Declarant's assigns. After the Period of Declarant Control, the beneficiary of the easements created in this Section shall be the Iron Horse Golf Club, Inc. or the Iron Horse Homeowners Association, Inc., whichever is charged with the administration of the Fish Camp Amenities.

Section 5.4 *Easement for Use of Fish Camp Amenities.* Declarant has made arrangements with Iron Horse Golf Club, Inc. to allow members of the Club to use certain of the Fish Camp Amenities, including the lodge, ponds, streams, creeks, paths, hiking trails, and bridges. Use of such Fish Camp Amenities is hereby restricted to members of the Club and their bona fide guests; provided, however that the Club may make special arrangements to allow Fish Camp Owners who are not Club members ("Non-Member Fish Camp Owners") and the bona fide guests of such Non-Member Fish Camp Owners to use the Fish Camp Amenities. All use of the Fish Camp Amenities will be subject to the rules and regulations established from time to time by the Club. An easement is hereby granted upon, across, over, in and under the Fish Camp Lots to the Club, the members of the Club, the Non-Member Fish Camp Owners and to their respective bona fide guests to permit use of such Fish Camp Amenities, including the ponds, streams, creeks, paths, hiking trails, and bridges, which are located in part on any of the Fish Camp Lots. As to Club members, this easement shall be associated with membership in the Club, and any person whose membership in the Club terminates for any reason shall immediately thereupon cease to be a beneficiary of this easement. As to Non-Member Fish Camp Owners, this easement shall be associated with ownership of a Fish Camp Lot, and any Non-Member Fish Camp Owner who ceases to be a Fish Camp Owner shall immediately thereupon cease to be a beneficiary of this easement.

Section 5.5. *Easements Deemed Created.* All conveyances of Fish Camp Lots hereafter made, whether by Declarant or otherwise, will be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.

Section 5.6. *Club Parcel D.* Club Parcel D is presently owned by Declarant and is not and shall not be considered a part of the Common Area of Iron Horse. Upon termination of the Period of Declarant Control, Declarant shall convey Club Parcel D to the Iron Horse Golf Club, Inc. Nothing in this Fish Camp Declaration nor any designation or reference on any Plat, Master Plan, Iron Horse Document, planned unit development document, approval document issued by any government entity, drawing, advertisement, brochure, or any other document in any way relating to Iron Horse or any oral representation of any agent of the Declarant or any party related to Declarant shall give rise to any right, whether express or implied, of a Fish Camp Owner to use the Fish Camp Amenities, require the Declarant to construct or maintain the Fish Camp Amenities, or otherwise impose any obligation on Declarant relating in any way to the Fish Camp Amenities. All arrangements relating to any Fish Camp Owner and the Club must be in writing signed by the Club and shall be separate and apart from this Fish Camp Declaration or any other Iron Horse Documents. The Club has the exclusive right to determine from time-to-time, in its sole discretion and without notice or approval of any change, how and by whom the Fish Camp Amenities shall be used. By way of example, but not limitation, the Club has the right to approve users and determine eligibility for use, to reserve use rights for future purchasers of Lots, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the Fish Camp Amenities, to transfer any or all of its rights to the Fish Camp Amenities or the operation thereof to anyone and on any terms which it deems appropriate, to limit the availability of use privileges, and to require the payment of a purchase price, initiation fee, membership deposit, dues and other charges for use privileges. OWNERSHIP OF A FISH CAMP LOT OR ANY PORTION OF THE FISH CAMP LOTS OR MEMBERSHIP IN THE IRON HORSE HOMEOWNERS ASSOCIATION, INC. DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE FISH CAMP AMENITIES, OR TO ACQUIRE A MEMBERSHIP IN THE CLUB AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE FISH CAMP AMENITIES.

Section 5.7. *Acknowledgments.* Each Owner, by acceptance of a deed or recorded contract of sale to a Fish Camp Lot acknowledges:

(a) That privileges to use the Fish Camp Amenities shall be subject to the terms and conditions of the membership documents for the Club, as the same may be amended from time-to-time (the "Membership Plan Documents"). Acquisition of a membership in the Club requires application to the Club, acceptance of the application by the Club, and the payment of a membership purchase price called a membership contribution or membership deposit, and membership dues, fees and charges. These amounts shall be determined by the Declarant and/or the Club as set forth in the Membership Plan Documents for the Club. Notwithstanding the fact that the Fish Camp Amenities are open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Fish Camp Owner by acquisition of title to a Fish Camp Lot releases and discharges forever the Declarant, the Club and their partners, officers, directors, employees, agents and affiliates, from: (1) any claim that the Fish Camp Amenities are, or must be, owned and/or operated by the Iron Horse

Homeowners Association, Inc. or the Declarant, and (2) any claim that the Fish Camp Owners are entitled to use the Fish Camp Amenities by virtue of their ownership of a Fish Camp Lot without either (i) becoming a member of the Club by acquiring a membership in the Club, paying the applicable membership contribution or membership deposit, and dues, fees and charges established by the Club from time-to-time, and complying with the terms and conditions of the Membership Plan Documents for the Club or (ii) making special arrangements with the Club to become a Non-Member Fish Camp Owner.

Each Fish Camp Owner and the Iron Horse Homeowners Association, Inc. shall jointly and severally indemnify, defend, and hold harmless the Declarant, its partners, employees, agents, directors, shareholders, officers and affiliates and their successors and assigns, against and in respect of, and to reimburse the Declarant, its partners, employees, agents, directors, shareholders, officers and affiliates on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, but not limited to, interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals), that the Declarant, its partners, employees, agents, directors, shareholders, officers and affiliates shall incur or suffer, which arise out of, result from, or relate to any claim that because the Fish Camp Amenities are deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, the Fish Camp Amenities must be owned and/or operated by the Iron Horse Homeowners Association, Inc. or the Declarant and/or that Fish Camp Owners may use the Fish Camp Amenities without acquiring a membership in the Club pursuant to the Club's Membership Plan Documents and paying the membership contribution or membership deposit, and dues, fees and charges established by the Club from time-to-time.

(b) That any entry upon the Fish Camp Amenities without permission of the Club may be deemed a trespass, and each Fish Camp Owner shall refrain from, and shall cause all occupants of such Fish Camp Owner's Lot, their guests and invitees to refrain from, any unauthorized entry upon the Fish Camp Amenities.

(c) That the proximity of Lots and Common Area to the Fish Camp Amenities results in certain foreseeable risks, and that each Fish Camp Owner's use and enjoyment of his or her Lot and the Common Area may be limited as a result and that neither the Iron Horse Homeowners Association, Inc., Declarant nor the Club shall have any obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any Fish Camp Owner or occupant of any Fish Camp Lot, their guests or invitees, for damage or injury resulting from such risks.

(d) That the Club and its designees may add to, remove or otherwise modify the landscaping, trees, and other features of the Fish Camp Amenities, and that neither the Club, Declarant, nor the Iron Horse Homeowners Association, Inc. shall have any liability to any Fish Camp Owner as a result of such modifications to the Fish Camp Amenities.

(e) That there are no express or implied easements over the Fish Camp Amenities for view purposes, and no guarantee or representation is made by Declarant or any other person that any view over and across the Fish Camp Amenities will be preserved without impairment, and that neither the Club, Declarant nor the Iron Horse Homeowners Association, Inc. shall have any obligation to take any actions, including pruning or thinning trees or other landscaping, to preserve views over the Fish Camp Amenities.

(f) That no representations or warranties which are inconsistent with this Section, either verbal or written, have been made or are made by Declarant or the Iron Horse Homeowners Association, Inc. or by any person acting on behalf of any of the foregoing.

(g) That the Fish Camp Amenities include one or more ponds, streams or other bodies of water. The water level in such bodies of water may from time-to-time vary. Each Fish Camp Owner acknowledges that such variation may occur and agrees not to commence any cause of action or other proceeding based on any such variation.

Section 5.8. *Assumption of Risk and Indemnification.* Each Fish Camp Owner by its purchase of a Fish Camp Lot expressly assumes the risks associated with the Fish Camp Amenities (regardless of whether the Fish Camp Owner is using the Fish Camp Amenities) and agrees that neither Declarant, the Club, the Iron Horse Homeowners Association, Inc., nor any of their affiliates or agents nor any other entity designing, constructing, owning or managing the Fish Camp Amenities or planning or constructing the Fish Camp Owner's Lot shall be liable to any Fish Camp Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of Fish Camp Amenities, use of Fish Camp Amenities, loss of view, noise pollution, or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Fish Camp Owner's Lot or Common Area to the Fish Camp Amenities, including, without limitation, any claim arising, in whole or in part, from the negligence of Declarant, or any other entity designing, constructing, owning or managing the Fish Camp Amenities or planning or constructing the Fish Camp Owner's Lot. Fish Camp Owner hereby agrees to indemnify and hold harmless Declarant and any other entity owning or managing the Fish Camp Amenities against any and all claims by Fish Camp Owner's guests and invitees.

ARTICLE VI ENFORCEMENT OF COVENANTS

Section 6.1. *Violations Deemed a Nuisance.* Every violation of this Fish Camp Declaration is deemed to be 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 this Fish Camp Declaration will be available.

Section 6.2. *Compliance.* Each Fish Camp Owner or other occupant of any part of the Fish Camp Lots will comply with the provisions of this Fish Camp Declaration, as the same may be amended from time to time.

Section 6.3. *Failure to Comply.* Failure to comply with this Fish Camp Declaration 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 Bylaws will be given to the delinquent party prior to commencing any legal proceedings.

Section 6.4. *Who May Enforce.* Any action to enforce this Fish Camp Declaration may be brought by Declarant, the Club, or the Board or the Manager in the name of the Iron Horse Homeowners Association, Inc. on behalf of the Fish Camp Owners. If, after a written request from an aggrieved Fish Camp Owner, none of the foregoing persons or entities commences an action to enforce this Fish Camp Declaration, then the aggrieved Fish Camp Owner may bring such an action.

Section 6.5. *Nonexclusive Remedies.* All the remedies set forth herein are cumulative and not exclusive.

Section 6.6. *No Waiver.* The failure of Declarant, the Club, the Board of Directors, the Manager, or any aggrieved Fish Camp Owner to enforce this Fish Camp Declaration 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 Fish Camp Declaration at any future time.

Section 6.7. *No Liability.* Neither the Declarant, the Club, any member of the Board of Directors, the Manager or any Fish Camp Owner will be liable to any other Fish Camp Owner for the failure to enforce any provisions of this Fish Camp Declaration at any time.

Section 6.8. *Recovery of Costs.* If legal assistance is obtained to enforce any of the provisions of this Fish Camp Declaration, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of this Fish Camp Declaration or the restraint of violations of this Fish Camp Declaration, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees (and legal assistant fees) as may be incurred, or if suit is brought, as may be determined by the court.

ARTICLE VII RESOLUTION OF DISPUTES

If any dispute or question arises between Fish Camp Owners or between a Fish Camp Owner(s) and the Declarant, Club, or Iron Horse Homeowners Association, Inc. or relating to the interpretation, performance or nonperformance, violation, or enforcement of this Fish Camp

Declaration, such dispute or violation may be subject to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws.

ARTICLE VIII DURATION OF THESE COVENANTS AND AMENDMENT

Section 8.1. *Term.* This Fish Camp Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until March 22, 2049 (the 50th anniversary of the date the Iron Horse Declaration was first recorded in the office of the Clerk and Recorder of Flathead County, Montana). Thereafter this Fish Camp Declaration will be automatically extended for five successive periods of 10 years each, unless otherwise terminated or modified as provided below.

Section 8.2. *Amendment.* Subject to Section 8.3, this Fish Camp Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked as to the whole or any portion of the Fish Camp Lots as follows:

8.2.1 *Prior to Sale of Lots.* Prior to the sale of a Lot (excluding any sale to a Successor Declarant), Declarant (including a Successor Declarant) may terminate, extend, modify, amend or revoke this Fish Camp Declaration as to the whole or any portion of such unsold Fish Camp Lot(s) by recording in the records of Flathead County, Montana, a document signed by the Declarant stating the action taken.

8.2.2 *After Sale of Lots but During Period of Declarant Control.* After the sale of a Lot (excluding a sale to a Successor Declarant) but before expiration of the Period of Declarant Control, Declarant (including Successor Declarant) may terminate, extend, modify, amend or revoke this Fish Camp Declaration as to the whole or any portion of the Fish Camp Lots. A copy of the document stating the action intended to be taken by the Declarant and a notice of the Owners' rights under this Section shall be mailed to each Owner of a Lot in the entire Iron Horse Project by first class mail, postage prepaid, to the address of the Owner on the records of Iron Horse Association. Unless (a) written objection is received by Declarant from the Owners holding 80% or more of the votes within the entire Iron Horse Project or (b) written objection is received by Declarant from Fish Camp Owners owning 80% of the Fish Camp Lots, within 30 days of the mailing of the notice to the Owners, the action proposed to be taken by the Declarant shall be considered approved and shall become final. The Declarant shall then record in the records of Flathead County, Montana, a document stating the action taken, together with a certificate certifying that notice was given to the Owners as required herein and that fewer than 80% of the Owners and fewer than 80% of the Fish Camp Owners objected to the action.

8.2.3 *After the Period of Declarant Control.* After the Period of Declarant Control, this Fish Camp Declaration, or any provision of it, may be terminated, extended, modified

or amended, or revoked as to the whole or any portion of the Fish Camp Lots upon the written consent of (a) Owners holding 67% or more of the votes in the Iron Horse Homeowners Association, Inc. and (b) Fish Camp Owners owning 67% or more of the Fish Camp Lots. 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 Iron Horse Homeowners Association, Inc. stating that the required number of consents of Owners and Fish Camp Owners were obtained.

Section 8.3. *Declarant's Approval.* Notwithstanding the provisions of Section 8.2, no termination, extension, modification or amendment of this Fish Camp Declaration will be effective in any event during the Period of Declarant Control unless the written approval of Declarant is first obtained.

Section 8.4. *Effect of Amendments.* Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Owners, their families, tenants, guests, invites and employees, and their respective heirs, successors, and assigns. Joinder of First Mortgagees shall not be required in order to effect an amendment.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1. *Severability.* This Fish Camp Declaration, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Any provision of this Fish Camp 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 9.2. *Construction.* In interpreting words in this Fish Camp 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 9.3. *Headings.* The headings are included only for purposes of convenient reference, and they will not affect the meaning or interpretation of this Fish Camp Declaration.

Section 9.4. *Waiver.* No failure on the part of the Declarant, the Club, the Iron Horse Homeowners Association, Inc. 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. No waiver will be effective unless it is in writing.

Section 9.5. *Limitation of Liability.* Neither the Declarant, the Club, the Iron Horse Homeowners Association, Inc. nor any partner, officer or member of either the Declarant, the Club,

Section 9.6. *Assignment.* Declarant may assign all or any part of the Special Declarant Rights or any of Declarant's other rights and reservations hereunder to any successor who takes title to all or part of the Fish Camp Lots in a bulk purchase for the purpose of development and sale. Such successor will be identified, the particular rights being assigned will be specified, and, to the extent required, concomitant obligations will be expressly assumed by such successor, all in a written instrument duly recorded in the records of the Clerk and Recorder of Flathead County, Montana.

IRON HORSE AT WHITEFISH, LLC

STATE OF _____)
 : ss
County of _____)

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

Page 12 of 12