

DECLARATION OF PROTECTIVE COVENANTS

of

Axolotl Lakes Ranch
Ennis, Montana

180613⁰

The herein Declaration of Protective Covenants are entered into this 2nd day of November, 2006 by TweedFam Investments, LLC., an Oregon Limited Liability corporation. This Declaration of Protective Covenants is designed to provide property owners and the surrounding properties with the benefits of these property requirements therefore creating an atmosphere that is consistent throughout the entire Axolotl Lakes Ranch. The property affected by this declaration is specified in Exhibit A, which is included as part of this Covenant. Each property owner is expected to abide by the following guidelines and requirements. Upholding these requirements protects the interests and investments of all property owners. The following restrictions are promulgated to accomplish this goal. The Axolotl Lakes Ranch Homeowners Association (ALRHA) will be the governing affiliation. Each property owner will automatically become a member with the purchase of any Axolotl Lakes Ranch property and will be a permanent member until the property is sold or transferred to a different owner.

I. DESIGN

A. DESIGN COMMITTEE

Axolotl Lakes Ranch Homeowners Association will appoint a Design Committee to review and approve all buildings, building improvements, the locations and plans of fencing, and other design criteria contained within this document. The Design Committee will be responsible for preserving the outlined criteria. Requests, applications, and all correspondence should be addressed to TweedFam Investments LLC. at 63020 NE Lower Meadow Drive, Suite #1, Bend, OR 97701. The phone number is 1-800-380-0070. Association members will be notified of an address change. TweedFam Investments, LLC. Member Kevin Spencer will be appointed as Chairman of the Design Committee until the year 2010. This term can be extended by TweedFam Investments, LLC. Or, at such time that Axolotl Lakes Ranch property owners decide, the Committee Chairman can be replaced by vote of the Axolotl Lakes Ranch Homeowners Association. The Design Committee will provide property owners with structure applications upon request. The Design Committee will have 45 days to respond to any application. There will be no building of any structure or fence without an approved application. The Design Committee will send notice of Covenant breaches. After this notice, the ALRHA and the Design Committee will obtain trespassing rights for the purpose of instituting compliance of the Covenants.

B. GENERAL DESIGN

Each owner is required to design his or her structure(s) reflecting a Western-Ranch style. Materials, colors, and shapes are most important in the design of these structures. Covered porches in view of roads are advised but not required. Every building must have at least a 2-foot overhang, and all roofs must have a minimum of a 4/12 pitch. Tilt outs and shed roofs will be allowed when combined with main roof lines.

C. EXTERIOR MATERIALS

Exterior materials will consist of natural wood, peeled log, or stone. Exterior plywood such as T-1-11 will not be approved. If a metal roof is considered, there must be prior approval by the Design Committee for both color and style. Paint and/or stains for the exterior of any structure must be of earth tones (blues are not always considered earth tone colors). The Design Committee must approve all changes to the exterior of a structure before the change is executed. For example, to repaint or stain existing homes, garages, fences or other structures, the Design Committee must approve the proposed colors.

D. ROOFS, SATELLITE DISHES AND PROPANE TANKS

All roofs must be of a Class A fire rating for fire hazard protection. Roofing material may be wood product if properly treated for fire protection. Rooftop equipment, such as TV and radio antennas, is not allowed unless concealed from view of all other property owners and road easements. Satellite dishes would preferably be an earth tone color. Propane tanks must be buried.

E. EXPOSED FOUNDATIONS

Exposed foundations of concrete or masonry construction shall not have a surface that exceeds the height of 18 inches above finished grade, unless faced with rock, or other suitable veneer. Approval by the Design Committee is required.

F. SOLAR COLLECTORS

Solar collectors may be of any construction or material necessary for efficient operation, but they shall not be placed on any structure in a manner that causes glare for other neighboring residences or road easements. Solar collectors must be attached to the structure of a residence, garage, carport, or accessory building and shall not be freestanding. Approval by the Design Committee is required. Other alternative power devices must be approved by the Design Committee and will be approved based on how they affect the other property owners and adjoining property owners around Axolotl Lakes Ranches.

G. SIZE AND HEIGHT REQUIREMENTS/BUILDING ENVELOPES

The primary residence shall contain a minimum of 1600 square feet of living space. No building structure shall exceed 31 feet in height. Building height should be measured from the average grade of the foundation to the highest part of the roof peak. All structures must be within building envelopes as prescribed per property, 100' radius circles around pre-selected sites. To change location of home site, 100% of all Axolotl Ranch Property Owners must approve.

H. EXTERIOR LIGHTING

Exterior lighting shall not cause glare to any property. Mercury vapor lamps (or similar lamps) will not be permitted. All exterior lighting shall be subdued and shrouded so as to project light downward and not horizontally. The Design Committee must approve landscape/exterior lighting.

II. SITE DESIGN, PREPARATION AND LOCATION

A. SITE PREPARATION

Gracing for all improvements shall be contoured to existing ground lines to avoid unnaturally sharp edges. Existing natural features should be incorporated into the plan and preserved whenever possible. Home site development shall accommodate proper drainage using natural channels. Drainage and topographical transitions should blend with the natural topography of the home site. The land outside the building envelope should be left as natural as possible.

E. REVEGETATION

Revegetation shall be required for all disturbed areas. Revegetation, to the greatest extent possible, shall restore the property to the conditions that existed prior to any construction so that the property will retain harmony with the surrounding undeveloped property. The owner must complete the restoration within a reasonable time period as dictated by weather conditions and other such uncontrollable factors, the area of the septic installation must be restored to as natural a state as possible within the time of the completion of the house or improvement.

C. TEMPORARY STRUCTURES

Temporary structures are forbidden without the construction of the permanent dwelling. RV trailers may be used only during the construction of a permanent dwelling. All temporary structures must be removed within 30 days after the building of the home site. Completion of the home site must be accomplished within one year of groundbreaking. It will be possible to obtain a time extension only if the construction of the home has been delayed or postponed because of unusual weather or emergency.

D. SITE CLEANUP

During all construction, the construction site must be cleaned up weekly and maintained free of trash. The owner shall be responsible for cleaning up wind-blown debris, both on and off their personal premises. If the property owner is not abiding by this agreement, the Axolotl Lakes Ranch Homeowners Association will send a notice as per Montana Law. After the deliverance of such notice, according to Montana Law, the ALRHA has the right to trespass on the property and clean the debris in question or correct the covenant infraction and bill the property owner for the cost of such rectification.

E. BUILDING ENVELOPES AND RESTRICTIONS

Building sites and envelopes have been designated for all properties and cannot be changed without the approval of the Design Committee and all property owners. Building envelopes are 100' radius circles around GPS designated points, see attached Exhibit A for these locations.

Building envelopes will not be changed and there will be no variances for the relocation except for the purpose of combining an adjoining property. In this case the new building envelope must be approved by the Design Committee as well as all property owners, with no exceptions.

It is strongly encouraged and desired that all property owners reference "The Code Of The West", planning booklet (available from the ALRHA), when designing and developing their home and land. These booklets are available at the Madison County Planning Office. Owners are asked to develop their land within their building envelope with friendly and neighborly consideration to style and height.

III. RESIDENTIAL USE

A. PRIMARY AND GUEST RESIDENCES AND/OR UNATTACHED GARAGES

The individual properties that make up Axolotl Lakes Ranch are available to accommodate private, single family structures only. Guest homes may be permitted with discretion so long as such homes conform to the same standards and guidelines provided for by these Covenants for the primary structure as well as all codes and building guidelines of Madison County. The maximum size of a guest residence is 700sq/ft. All guest residence locations may be located outside the building envelope upon approval from the design committee. The design committee will approve or disapprove of the site of a guest house by site relation. All structures must be at least 100 feet from all property lines. All garages, attached or unattached, must be built within the primary residence building envelope. All residential structures must be built on a foundation. The Design Committee must review and approve all structures, primary or otherwise. Mobile homes or manufactured homes shall not be allowed. Log homes that are constructed off site and conventional homes with crane application construction may be approved by rule of the Design Committee.

B. SUBDIVISION

There will be no division of land within the Axolotl Lakes Ranch, With

the exceptions of properties: C(283+/-acres) and F(125+/-acres), shown on Exhibit A. Tract C (283+/- acres) can only be subdivided once into 3 pieces none of which smaller than 60 acres. Tract F (125+/-acres) can only be subdivided into 2 pieces none of which smaller than 63 acres. Once subdivided from original size, these tracts and subsequent associated lots cannot be subdivided further. Properties can be combined for the purpose of changing the size and location of the building area, but absolutely no other property line adjustments can be made. The Design Committee must approve all changes to the original lots. Lot line adjustments will not be allowed to reduce the acreage of a property, only to increase. An additional deed restriction will be placed on all deeds to prevent any land divisions.

C. HOME OCCUPATIONS

Home occupations are permitted in Axolotl Lakes Ranch so long as such use complies with the requirements of this paragraph and does not otherwise conflict with the Covenants. A home occupation is conducted entirely within a dwelling by the inhabitants thereof which is clearly incidental and secondary to the use of that dwelling as living quarters, and in connection with which there are no on-premise sales of products, no generation of pedestrian or vehicular traffic beyond that customary or incidental to residential use of the dwelling, no employees who do not reside on the premises, no signs or structures advertising the occupation, and no excessive or unsightly storage of materials and/or supplies. For guidance, the following uses are examples of home occupations that are permitted on the premises, given the above stipulations and restrictions: the making of clothing, the giving of music lessons, a sole practitioner/professional practice who maintains a telephone and office within the residence but the services and products are provided and sold off of the premises, the pursuit of artistic endeavors such as the making of pottery, ceramics, paintings, or bronzes and the like, provided that the products are marketed and sold off of the premises.

IV. GENERAL PROVISIONS

A. UTILITIES

There are utility easements for electricity, telephone, and all other public utilities that may be offered in the future within the Axolotl Lakes Ranch. All property owners shall have the right to enter upon and excavate in such easements for the purpose of installing, repairing, removing, and otherwise servicing the facilities installed in such easements. Each owner shall be responsible for utility installation and maintenance in accordance with local and state regulations. All new utility lines, cables or pipelines will be underground. Each residential building shall be connected to a private water supply system at the sole expense of the owner, and such systems must conform to regulations imposed by the State of Montana, Madison County, and other regulatory agencies. Each residential building shall be connected to a private sewage system at the owner's sole expense. This system must also conform to all state and local laws and regulations. If a hookup to utilities interrupts service, notice to all affected property owners must be made five (5) days prior to installation. If, for the purpose of hooking up to the utility, damage occurs to the land or roads of Axolotl Lakes Ranch,

disturbances must be repaired at the cost of the responsible property owner. All disturbed areas whether it be road, trenches or natural ground shall be repaired to its original condition or better.

B. ROAD EASEMENTS

The access road from the county road as well as all roads within Axolotl Lakes Ranch are private. The maintenance will be the responsibility of the Axolotl Lakes Ranch property owners on a pro rata share cost. Snow removal cost will be the responsibility of the beneficial property. If necessary because of a dispute over road maintenance the ALRHO will intervene at request. Madison County Sheriffs and other such agencies are not required to obtain permission to trespass on areas owned by the Axolotl Lakes Ranch Homeowners Association for the purpose of safety-related activities.

C. MAINTENANCE

1) Property Owners

No garbage, trash, unsightly debris, organic or inorganic waste will be permitted by an owner to accumulate on any property or in any road adjacent thereto, and must be disposed of promptly and efficiently. No owner shall use vacant lands or property as a dumping ground or burial pit. No property owner may store any unlicensed or inoperable vehicles on their property. The Axolotl Lakes Ranch Design Committee will enforce these rules and will have the right to remove such objects from the premises, if necessary, at owner's expense. Owners shall maintain home sites and appearance in good repair at all times. All landscaping improvements and property shall be kept and maintained in good, clean, safe, sound, attractive and thriving condition. Fire hazards must be controlled. If damage occurs through the negligent act of a property owner, members of his/her family, guests or employees, then such owner shall be responsible and liable for all such damages. Axolotl Lakes Ranch Homeowners Association shall have the right, but not obligated, to enter upon any property in order to remedy and correct any lack of maintenance, lack of weed control, accumulation of garbage, refuse, debris, or unsightly materials and/or possessions or any other covenant violation by a property owner. Lot owners will be subject to such remedial measures as the Design Committee deems appropriate in the best interest of all owners in the Axolotl Lakes Ranch. The cost of any removal or clean up shall be at the sole expense of the owner. Failure to pay said costs in a timely fashion shall result in an additional fine against the property owner as provided below. If said assessment remains unpaid for 60 days, the property in question shall be subject to a lien in the amount of such assessment together combined with attorney fees and other such costs as incurred in enforcing said lien. Said lien may be enforced in accordance with Montana State law relating to the foreclosure of liens.

2) Axolotl Lakes Ranch Homeowner Association

Axolotl Lakes Ranch Homeowners Association will not own and be responsible for the maintenance of the roads. The fences that are installed and benefit certain properties, at purchase will be maintained by owners.

Fences or Easements and not bordering any lots will be maintained by property owners on a pro-rata share cost. A yearly assessment of \$500 will be charged to all ALR property owners based on the number of property ownership. If more than one property is owned by the same owner then the assessment will be \$500 for both until a dwelling is constructed. If multiple properties are owned by one owner/owners, they will only count as one membership and one vote for the ALRHA.

D. WEEDS

All property owners will be responsible for the control of all noxious weeds in accordance with Montana State law. The Axolotl Lakes Ranch Homeowners Association may have the right to subcontract the weed maintenance to an independent contractor for road areas. At the request of any property owner, the Axolotl Lakes Ranch Homeowners Association will offer the weed maintenance for a fee. If, in the opinion of the Madison County Weed Advisor, any properties within the Axolotl Lakes Ranch are out of compliance regarding the weed management plan, the Homeowners Association will send a notice. If the property owners do not perform their duties required as per the weed management plan within 30 days (or as designated by Montana Law), the association may subcontract the work out and the cost will be the responsibility of the property owner.

E. WILDLIFE

Within the Axolotl Lakes Ranch, feeding of wild animals is prohibited. Neither Axolotl Lakes Ranch Homeowners Association nor any governing agency shall be liable for damages caused by wildlife. No restrictions or obstacles may be placed in the wildlife corridors. The trapping, capturing or destroying of wildlife is prohibited without the direct assistance of a Montana Fish Wildlife and Parks representative.

F. NOXIOUS OR OFFENSIVE ACTIVITIES

No noxious, offensive or hazardous activities shall be permitted upon any portion of the property, nor shall anything be done on or be placed upon any portion of the property which is or may become a nuisance to others. No light shall be produced upon any home site or any other portion of the property that shall be unreasonably bright or cause unreasonable glare. No sound shall be produced upon any home site or other portion of a property that is unreasonably loud or annoying, including but not limited to speakers, horns, whistles, bells, barking dogs, equipment operation not related to the construction of structures. All complaints by other property owners must be made to the Design Committee. Absent an exemption from the Axolotl Lakes Ranch Homeowners Association, construction activities are allowed only from 7:00 am to 7:00 pm Monday through Friday, 8:00 am to 5:00 pm Saturday and not at all on Sunday.

G. SIGNS

No signs, billboards, posters, displays, advertisements, or similar structures shall be permitted except as determined by the Design Committee.

Signs for the purpose of recognizing the general contractor or other subcontractors will be allowed just during the building process and need to be removed within thirty (30) days of completion. Real Estate signs (2'x3' Standard) will be allowed for the sale of any property.

H. FENCES

All fencing of properties on the Axolotl Lakes Ranch shall be constructed so as to conform as much as possible to the natural surroundings and the other improvements on the property. All fences on the perimeter of any building property lines shall comply with Montana law (Section 814101 et seq. Montana Code Annotated) No barbed wire or like fencing will be approved. Fencing along roadways (if originally installed by developer) will be maintained by lot owners. Fences for the purpose of the retention of domestic animals need to be approved by the Design Committee. Screen fencing must be located within thirty (30) feet of the home and or structures approved by the Design Committee. All screen fencing must be approved for height, style, color (if painted), and location. The tallest screen fences are not to exceed six (6) feet in height. Consistency of fencing will be a high priority for the Design Committee. Property perimeter fencing is allowed, but all perimeter fences will need to be wildlife-friendly. Wildlife friendly fence information will be available from the ALRHA. Fencing for the purpose of horse and cattle retention will need to be approved by the ALRHA for location and type.

I. CLOTHES LINES

Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced yard and shall not be visible from any other property or road easements within the Axolotl Lakes Ranch

J. FIRES AND BURNING

There shall be no exterior fires whatsoever except barbecue fires, or exterior fire pits built for the purpose of entertainment. Fires may from time to time be permitted by the Axolotl Lakes Ranch Homeowners Association and then only with necessary burning permits from the appropriate governmental agency or authority. Given the proximity to grass lands and prevailing winds, fire-spreading danger is significant, especially during dry seasons. Fires for the purpose of disposing of building material during the construction of a structure may be permitted during the normal burning season, and if a fire permit is needed it must be obtained. An open fire for the purpose of burning garbage is prohibited.

K. RECREATIONAL VEHICLES

Boats, trailers, snowmobiles, motorcycles, ATVs and other recreational equipment other than automobiles and pickups need to be stored and or concealed by landscaping, fencing or building structures. Temporary guests with recreational vehicles may visit for no more than 15 days. If the prolonged visit of a recreational vehicle is due to a hardship for health reasons, the Design Committee will need to approve the extended stay. Recreational vehicles on the private non-exclusive road will have to follow

the Montana governing laws.

L. DOMESTIC ANIMALS

Domestic animals are allowed on all Axolotl Lakes Ranch properties. All domestic animals need to be restricted to the owner's property, and the possibility of a nuisance avoided. No free roaming domestic animals will be allowed. A reasonable quantity of outside domestic animals needs to be maintained. (3 household animals and 4 horses are allowed on any property or approved otherwise by the ALRHA). No business that grows, breeds or boards domestic animals may operate in the Axolotl Lakes Ranch. Domestic pets that chase wildlife will be declared a nuisance animal and will have to be relocated. Fencing for the purpose of domestic animals will need to be built within 50 feet of the main building or residence, and will need to be approved by the Design Committee.

M. LIVESTOCK/POULTRY

Animals and Livestock may be raised, bred, or kept on any parcel subject to these covenants notwithstanding the fact that no animal or livestock may be raised for commercial purposes except as approved by the Homeowner's Association. Cattle may, on a vote by all property owners, be used to graze open property area for the purpose of fire prevention. All property owners will need to collaborate and come to a unanimous approval towards cattle grazing on open property. If grazing is used by any property owner in the Axolotl Lakes Ranch, such cattle or grazing animals must be retained within owners property boundaries, if not, such animals will be declared a nuisance. Poultry or game birds may be kept on any parcel in quantities of 10 or fewer adults. Swine shall only be permitted when raised by a 4-H member, or as approved by the ALRHA. The ALRHA may withdraw permission for either domestic animals or livestock to remain on the premises from any owner, who after due notice (in accordance with Montana Law), violates the restrictions of this paragraph or whose animal is, or has become a nuisance to livestock, wildlife, property or other owners, or is in violation of the standards of good animal husbandry. No property in the Axolotl Lakes Ranch can be used as a feed lot. If any Axolotl Lakes Ranch properties are going to be grazed, the number of animals per acre must be to University of Montana standard or less. ALRHA has the right to reduce animal per acre count if properties that are being grazed appear to be over grazed. ALRHA has the authority to request and /or remove animals that have been deemed a nuisance.

N. FIRE PROTECTION

In addition to any rules set forth above, a fifty (50) foot clear zone will be maintained around the housed premises (weeds or grass mowed) if and when there are no existing lawns. A sprinkler system is not required, but is highly recommended for residential homes. Homeowners are encouraged to follow best fire management practices.

O. RECREATIONAL USE

The owner may use each parcel recreationally until the permanent resident dwelling is constructed. Recreational placing of a trailer or some type of RV may be used temporarily. Temporarily shall mean the placement and use of such items on the property for no longer than 15 days at any time or for no longer than 45 days cumulative during any given calendar year. The limit of such activity is for the use of no more than two (2) recreational vehicles. The RV must be removed from the property after each stay.

P. HUNTING/FIREARMS

Hunting is permitted on parcels 40 acres or greater with strict adherence to safe hunting practices. Permission to hunt on properties not owned by individuals must be obtained in writing. The association may withdraw permission to hunt if it is determined abuses or unsafe hunting activities are taking place. Discharge of firearms is allowed as long as safe & prudent practices are observed. If noise levels or unsafe practices become a problem, ALRHA has the right to revoke this privilege.

Q. LANDSCAPING

A landscaping plan inside the building envelope must be submitted in conjunction with the building plans for approval. Landscaping outside the building area is discouraged because of the wildlife, but it can be landscaped if the plants and trees used are native to the area. The landscaping of properties after construction of a building must be completed within six (6) months of the completion of the dwelling. If weather is a problem, an extension may be granted by the Design Committee. All property owners are encouraged to design their landscaping with the wildlife in mind, and understand that wildlife can and will destroy landscaping. If a pond is considered, location needs to be approved by Design Committee. All appropriate permits and applications need to be followed as per Montana DNRC law or any other agency that may apply.

R. TREES AND SHRUBBERY

No cutting of any trees or shrubbery shall be allowed on any parcel except that which is necessary for the clearing for buildings, driveways and utilities and other site development. Trees outside of the building envelope cannot be removed unless they are done so through a submitted and approved fire prevention plan submitted to the ALRHA. A flat fee fine of \$1000 will be assessed for any developing outside of the building envelope without approval from Axolotl Lakes Ranch Design Committee. A Fine of \$500 per tree will also be assessed for the removal of any tree outside of the building envelope not associated with structure development or approved by Design Committee. If said assessment remains unpaid for 60 days, the property in question shall be subject to a lien in the amount of such assessment together with such attorney's fees and costs as are incurred in enforcing said lien. Said lien may be enforced pursuant to Montana law relating to foreclosure of liens.

S. MAINTENANCE

No garbage, trash, unsightly debris, organic or inorganic waste shall be

collected and/or permitted by an owner to accumulate on any property or in any road adjacent thereto, and shall be disposed of promptly and efficiently. No vacant lands or other properties shall be used as a dumping ground or burial pit by an owner. The only outside trash or refuse cans or containers shall be those which are kept and maintained in effective animal (including bears) proof condition.

No owner of any property shall allow an accumulation on there property of unlicensed or licensed vehicles. The Axolotl Lakes Ranch Design Committee will enforce the provision and will have the right to remove them from the premises, if necessary, at owner's expense.

Owners shall maintain home sites and improvements in good repair and appearance at all times. All landscaping improvements and property shall be kept and maintained in good, clean, safe, sound, attractive, and thriving condition and in good repair at all times. Fire hazards must be controlled. If damage occurs through a negligent act of a property owner, members of his/her family, guests, or employees, then such owners shall be responsible and liable for all such damages. Non-maintenance, lack of weed control, accumulation of garbage, refuse, debris or unsightly materials or possessions by a property owner may cause the other owners to clean up such materials and property owners shall be subject to such remedial measures as the design committee deems, in the best interest of all property owners of Axolotl Lakes Ranch. The cost of any removal or cleanup shall be at the sole expense of the negligent owner. Failure to pay said costs in timely fashion shall result in an additional assessment against the parcel owner. If said assessment remains unpaid for 60 days, the property in question shall be subject to a lien in the amount of such assessment together with such attorney's fees and costs as are incurred in enforcing said lien. Said lien may be enforced pursuant to Montana law relating to foreclosure of liens.

T. SPECIAL NOTICE ITEMS

The developer may utilize the possibility of crushing and/or retraction of gravel/rock material and topsoil for the benefit of the construction of the common access road easement. The material, if available, will be for the use of the development only. Any excess materials may be sold to individual property owners of Axolotl Lakes Ranch only. The developer shall limit the mining to an area that does not adversely affect Property owners by creating unreasonable noise or dust. This activity may be terminated if the ALRHA deems it necessary.

V. ENFORCEMENT

A. ENFORCEMENT

Individual property owners, ALRHA and or the Design Committee may enforce the provisions of these Protective Covenants.

B. VIOLATIONS

In the event of violation or threatened violation of any of these Covenants, or additional Covenants and regulations adopted pursuant to the

terms of these Covenants, legal proceedings may be brought in a court of law for monetary, injunctive, or other relief and damages. In addition, any property owner or owners may serve notice in writing on the persons or entity violating these Covenants specifying the offense, identifying the location, and demanding compliance within the terms and conditions of these Covenants. Notice shall be posted at a conspicuous place on the property in question and a copy of the notice shall be mailed by Certified Mail, return receipt requested, to the last known address of the offending party or entity. No owner shall be liable to any person or entity for any entry, self-help or abatement of a violation or threatened violation of these Covenants. All owners, invitees and guests shall be deemed to have waived any and all rights or claims for damages for any loss or injury resulting from such action, except for intentionally wrongful acts. Design Committee has the right to lien lot owners in violation of any Covenants for the purpose of recovering legal fees.

C. FINES

If, after the first notice of violation of a Covenant, the property owner does not fully rectify the violation within thirty (30) days, the property owner will receive a second notice and a fine of \$ 250.00. The second notice of violation will allow the property owner fifteen (15) days to comply and pay the fine. If a third notice is required, the fine will be \$ 500.00 and the time limit to comply will be reduced to seven (7) days. Design Committee has the right to fine property owners for violations of Covenants until compliance is completed. If these fines are not paid, the Design Committee has the right to lien fined property.

VI. AXOLOTL LAKES RANCHES DESIGN COMMITTEE

A. PURPOSE

The purpose of the Design Committee is to review all plans and specifications and approve, conditionally approve or deny them, and to enforce these Covenants.

B. OFFICERS

The Officers of the Design Committee will be TweedFam Investments LLC and Kevin Spencer, Member until such time a vote replaces them. One officer acting as the chairman will be voted in by the property owners. One officer can run the operations and duties for the Design Committee until other property owners see it necessary for more. There will not be any monetary compensation for the Design Committee officers.

C. GUIDELINES

The Design Committee may establish and publish a Design Guide that will set forth the procedures and criteria for the review of residences, improvements or other structures to be constructed or installed on the premises.

D. APPROVAL

The Design Committee determines approval or disapproval. In the event the Design Committee fails to approve or disapprove such design, location, construction and materials within forty-five (45) days after the application is complete, approval shall be deemed granted. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the forty-five (45) day period herein above provided, shall then permit the owner to commence construction in accordance with said plan, strictly following the approved plans, without deviation. If there is a deviation from said plan which, in the judgment of said Design Committee, is also a) a deviation of substance from either the Design Guide or the requirements of this Declaration; or b) is a detriment to the appearance of the structure or to the surrounding area, it shall be promptly corrected to conform with the submitted plan by the owner or after reasonable notice is provided in accordance with Section V. to such owner by the Design Committee at the owner's expense. Any structure to be erected in accordance with approval so given shall be diligently prosecuted to completion and must be commenced and completed within eighteen (18) months of approval, or new approval must be obtained unless a specific written extension is granted by the Design Committee. If any structure is begun but is not completed within twelve (12) months of the commencement of construction, and in the reasonable judgment of the Design Committee is of offensive or unsightly appearance, then the Design Committee, at the option of either, may, after reasonable notice to the owner, take such action as may be necessary in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, installation of screening or covering of the structure or any combination thereof, or similar operations; and the ALRHO may file a lien against the property to secure payment of any amounts incurred in so doing.

E. INSPECTION OF WORK

Upon the completion of any improvement for which approved plans and specifications are required under this Declaration, the owner shall give written notice of completion to the Design Committee. The Design Committee or its duly authorized representative may inspect such improvement. If the Design Committee finds that such work was not done in strict compliance with all approved plans and specifications submitted or required to be submitted for its prior approval, it shall notify the owner in writing of such noncompliance, and shall require the owner to remedy the same. If, upon the expiration of thirty (30) days from the date of such notification, if owner is not in compliance, then legal action will be taken. At no time during any construction of any improvement (fence, building, road, ECT) can the Design Committee be legally refrained from trespassing.

F. REVIEW FEE

At the time of submission of site plans and specifications for construction of an improvement, the owner shall submit the required design review fee of \$500.00 to the Design Committee. Design Committee is a non-profit entity and all monies collect by this entity will be for the benefit of

the ALRHA, including for the enforcement of these Covenants.

G. VARIANCES

Variance to structures can be submitted at the time of the general review. Variance applications must be reasonably consistent with Covenants' design. Variance approvals are at the sole discretion of the Design Committee.

H. SEVERABILITY

Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

I. AMENDMENT

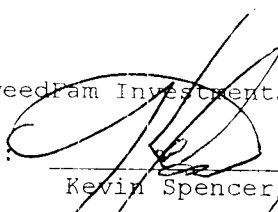
Except those provisions requiring a greater consent, any provision herein may be amended or revoked and additional provisions added, at any time by a written instrument recorded in the office of the Clerk and Recorder of Madison County, Montana, duly signed and acknowledged by both the Design Committee and by the owners of record with 100% approval.

J. TERM

The provisions of this Declaration shall be binding for a term of one hundred (100) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument agreeing to revoke or terminate this Declaration has been signed by the owners of 100% of the parcels and has been recorded. These Covenants shall continue in full force and effect and shall run with the land as legal and equitable servitude in perpetuity unless amended or terminated as set forth herein.

TweedFam Investments, LLC.

BY:


Kevin Spencer, Member

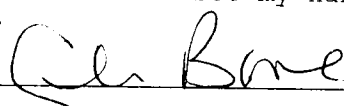
STATE OF ~~MONTANA~~ ^{Oregon})

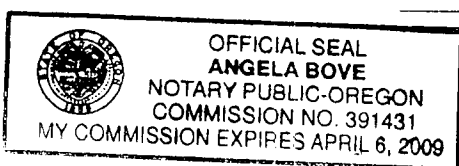
County of ~~Madison~~ ^{Deschutes})

SS

This instrument was acknowledged to before me this 2nd day of November, 2006 by Kevin Spencer as a member of TweedFam Investments, LLC.

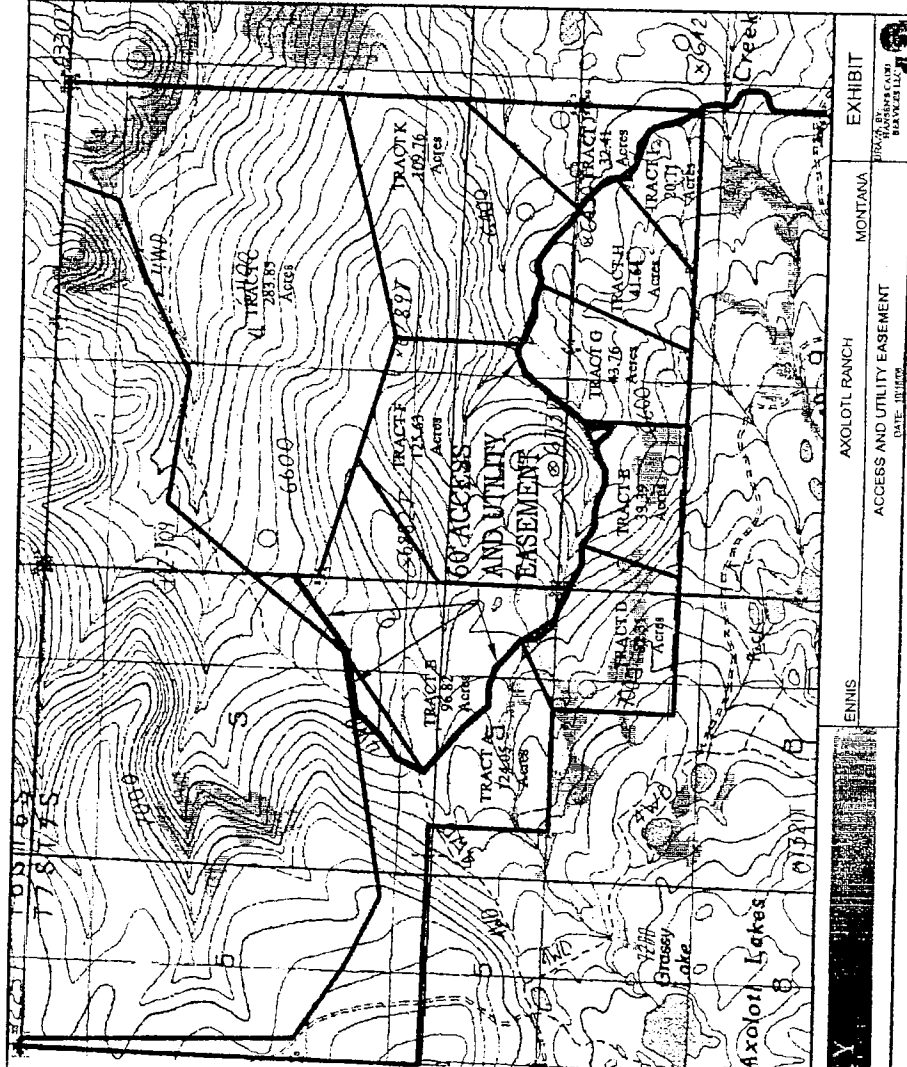
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.





Notary Public for the State of Oregon
Residing at Bend, Oregon
My Commission expires: 4-6-05

EXHIBIT A KNOWN AS AXOLOTL RANCH & TRACTS A THROUGH J OF COS BK 7, 1854-BA, COS BK 7, 1859-BA, & COS BK 7, 1853-BA LOCATED IN SECTIONS 4, 5, 8 & 9, T7S, R2W, PMM., MADISON COUNTY, MONTANA



BIG SKY	AXOLOTL RANCH	MONTANA	EXHIBIT
	ACCESS AND UTILITY EASEMENT		DRAWN BY: B. J. HARRIS
			DATE: 11/10/02