

### COVENANTS, CONDITIONS AND RESTRICTIONS

PAUL E. TAYLOR and ROBERT WALKER are subdividing property on what is known as "TORREY MOUNTAIN RANCH", a Montana corporation, for cabin sites and home sites; that hereinafter set forth are covenants to run with the land; all of which shall be observed and shall be binding upon each party purchasing from the Owner or his successor in interest, and that (purchaser) does, for himself, his heirs, executors and administrators, hereby covenant with said Paul E. Taylor and Robert Walker and Torrey Mountain Ranch, their heirs, executors and administrators and successors in interest, as follows:

1. That no mobile home shall be allowed on said property, except for a period of one year during construction.
2. That no more than one (1) cabin or home shall be constructed on each lot, and that no subdividing of said lots shall be permitted.
3. That no construction, cabin or home shall be closer than twenty-five (25) feet from the adjoining lot line.
4. That all construction of cabins or homes shall be of new material and each cabin or home shall have not less than six hundred fifty (650) square feet of floor area and that the exterior of such construction shall be completed within one year after the commencement thereof. All plans for construction shall be submitted to developers for approval.
5. That each owner shall be responsible for furnishing electricity to his property.
6. That all lots shall be maintained in a neat and debris free condition. No waste shall be allowed.
7. That no outside privy shall be allowed. Each property must have its own septic tank or sewage system, constructed on standards accepted by the State Board of Health. The drain field for such septic tank shall be at the farthest distance possible from any living stream.
8. That all property shall have garbage cans with lids, and no accumulation of garbage shall be allowed.
9. That said premises or any buildings erected thereon shall not at any time be used for the purpose of any trade, business or manufacture.
10. That each property will be responsible for its own water supply. However, should the developers cause a water supply system to be installed on such property each owner shall have the right to tap on to the same at such cost as shall be designated from time to time.
11. That no horses, cattle or other domestic animals except house pets, shall be kept or maintained on any tracts of land of less than two and one-half acres (2½) in size. Only one animal for each 2½ acres shall be allowed.

12. That pets will not be allowed to run at large off the pet owner's property. This restriction applies to invitees and licensees.

13. That access will be furnished to adjoining forest lands.

14. That no nuisance or offensive noisy or electrical trade or transaction shall be done, suffered or permitted upon the land conveyed.

15. That in the interest of public health and sanitation, and in order that the land owned by said developers and all other land in the same locality may be benefited by a decrease in the hazard of stream pollution and by the protection of water supplies, recreation, wild life and other public uses of grantor's property, such purchaser will not use the property purchased for any purpose that will result in the draining or dumping into any water, polluted matter.

16. That the subdivider shall comply with all State laws and regulations regarding said divisions and that the purchaser shall likewise comply with all the laws that pertain to persons who purchase lands in subdivisions.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19

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**TORREY MOUNTAIN RANCH LANDOWNERS' ASSOCIATION**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

240632

STATE OF MONTANA-COUNTY OF BEAVERHEAD and

Recorded on the 10 day of Dec.

20 00 at 10:15

Clock DA 11, Book 302 Page 89-107

By *Kristy M. Anderson*  
County Recorder  
Deputy Recorder

\$ 114.00 Jerry Spahr  
317 S. Washington  
Dillon, MT 59745



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**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
TORREY MOUNTAIN RANCH LANDOWNERS'  
ASSOCIATION**

This Declaration of Covenants, Conditions and Restrictions is made this \_\_\_\_ day of \_\_\_\_\_, 2000, by Torrey Mountain Ranch Landowners' Association, Inc., a Montana Nonprofit Mutual Benefit Corporation, (Declarant"), with reference to the following Recitals.

**RECITALS**

- A. Declarant is a Montana Nonprofit Mutual Benefit Corporation that is the owner of that certain real property located in Beaverhead County, Montana, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (referred to herein as the "Real Property");
- B. Torrey Mountain Ranch has been developed as a recreational residential subdivision and consists of Phase I and Phase II, the legal descriptions for which are on Exhibit B. Phase I consists of forty-three (43) residential Lots, numbered one (1) through forty-four (44) [Lot 42 is missing], private roads and a common green area containing streams and ponds; Phase II consists of forty-four (44) residential Lots, numbered one (1) through fifty-one (51) [Lots 15, 31, 32, 41, 42, 46 and 47 are missing], private roads and a common area containing a stream;
- C. Declarant desires to place certain covenants, conditions and restrictions upon the Real Property for the use and benefit of the members of Declarant and any future members;
- D. In 1981 a nonprofit corporation known as Torrey Mountain Ranch Home Owners Association was formed which has since become inactive; and

E. Torrey Mountain Ranch Landowners' Association was incorporated in order to take title to the Real Property and to maintain and preserve that property.

NOW THEREFORE, the Declarant hereby declares that all of the Real Property described in Exhibit "A" shall be held subject to the following covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness Torrey Mountain Ranch Recreational Development as a recreational residential development. The Declarant further declares that these covenants, conditions, restrictions shall run with the Real Property and shall be binding upon and shall inure to the benefit of any party having or acquiring any right, title or interest in the Real Property or any part thereof.

## ARTICLE 1 DEFINITIONS

1.1 **Association.** "Association" shall mean the Torrey Mountain Ranch Landowners' Association, Inc., a Montana nonprofit mutual benefit corporation.

1.2 **Articles of Incorporation.** "Articles of incorporation" shall mean the articles of incorporation of the Association which have been filed with the Secretary of State of the State of Montana, as they may be amended from time to time.

1.3 **Common Areas.** "Common Areas" shall mean all real property owned by the Declarant for the common use, benefit and enjoyment of the Members of the Association, including but not limited to private roads, common green area, ponds and streams, and common area as shown or described in the final plats of Phases I and II recorded in the office of the Clerk and Recorder of Beaverhead County, Montana. The term "Common Areas" shall not include any Lot in those phases which is not intended for the common use and enjoyment of the members of the Association.

1.4 **Declarant.** "Declarant" shall mean Torrey Mountain Ranch Landowners' Association, Inc., a Montana nonprofit mutual benefit corporation whose address is 925 E. Reeder Street, Dillon, MT 59725.

1.5 **Declaration.** "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Torrey Mountain Ranch, as may hereafter be amended and supplemented from time to time.

1.6 **Developer.** "Developer" shall mean Paul Taylor and/or Robert Walker.

1.7 **Lot.** "Lot" shall mean each of the Lots numbered 1 through 44 as shown or described in the final plat of Phase I and Lots numbered 1 through 51 as shown or described in the final plat of Phase II of Torrey Mountain Ranch recorded in the office of the Clerk and Recorder of Beaverhead County, Montana. The term "Lot" shall not include any parcel of land within Torrey Mountain Ranch Recreational Development which constitutes a private road or the common areas.

1.8 **Member.** "Member" shall mean the Owner of a lot or lots defined as a Parcel, below, located within Torrey Mountain Ranch Recreational Development.

1.9 **Owner.** "Owner" shall mean the recorded Owner of a fee simple interest, or an undivided fee simple interest as a tenant in common or as a joint tenant, of a lot or lots within Torrey Mountain Ranch Recreational Development. The term "Owner" shall include the purchaser of a lot or lots under a contract for deed. The term "Owner" shall not include the seller of a lot or lots under a contract for deed or a Person having an interest in a lot or lots solely as security for the performance of an obligation.

1.10 **Parcel.** "Parcel" shall mean all the land owned by a single owner within Torrey Mountain Ranch Recreational Development, excluding land owned by the Association.

1.11 **Person.** "Person" shall include any individual, partnership, corporation, limited liability company, trust, joint venture, or other entity.



1.12 Project. "Project" shall mean the entire Torrey Mountain Ranch Recreational Development, including Phases I and II.

1.13 Real Property. "Real Property" shall mean that certain real property transferred to and presently held by Torrey Mountain Ranch Landowners' Association, Inc., a Montana nonprofit mutual benefit corporation, and such other real property as is now or may hereafter be brought within the jurisdiction of the Association.

1.14 Subdivision. "Subdivision" shall mean Phases I and II of the Torrey Mountain Ranch Subdivision, a recreational residential subdivision located in Beaverhead County, Montana, as shown on the final plats recorded in the office of the Clerk and Recorder of Beaverhead County, Montana.

1.15 Torrey Mountain Ranch Governing Documents. "Torrey Mountain Ranch Governing Documents" shall mean this Declaration, the Articles of Incorporation, the Bylaws and any other procedures, rules, regulations or policies adopted by the Association.

ARTICLE 2  
LANDOWNERS' ASSOCIATION

2.1 The Association. Declarant is the Association which has been incorporated for the following purposes:

- (a) To provide for the improvement, maintenance, and preservation of the Common Areas located within that certain tract of real property known as Phases I and II of Torrey Mountain Ranch Subdivision, a recreational residential subdivision located in Beaverhead County, Montana (referred to herein as the "Subdivision"), which Common Areas are subject to the terms of this Declaration of Covenants, Conditions and Restrictions (referred to herein as the "Declaration") for the Subdivision to be recorded in the office of the Clerk and Recorder of Beaverhead County, Montana;

- (b) To promote the convenience, enjoyment, health, safety, and welfare of the Owners of the Parcels which are subject to this Declaration, while using the Common Areas.
- (c) To enforce the restrictions, regulations, and requirements set forth in this Declaration and to exercise control over all buildings or other improvements erected or constructed on the Common Areas, including the private roads;
- (d) To maintain and hold all right, title and fee simple interest in and to the Common Areas of the Subdivision including, but not limited to, private roadways, ponds and streams, common green areas, and common areas, and to provide for the proper administration of such Common Areas;
- (e) To fix, levy, collect and enforce payment of all fees, charges, expenses and costs assessed in accordance with this Declaration; to pay all costs and expenses incurred in the administration of the Association's affairs; and to pay all licenses, taxes or other governmental charges levied, assessed or imposed against any real property owned by the Association, including the Common Areas;
- (f) To exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration; and
- (g) To exercise any and all rights, powers and privileges otherwise available to a nonprofit corporation incorporated under the Montana Nonprofit Corporation Act.

**ARTICLE 3**

**MEMBERSHIP & VOTING RIGHTS**

**3.1 Membership.** The Association shall have Members. Every Owner of a Parcel within the Subdivision shall be deemed to be a Member of the Association. Ownership of a

Parcel shall be the sole qualification for membership in the Association. Membership shall be appurtenant to each Parcel and such membership may not be separated from the ownership of the Parcel. The foregoing shall be construed to include as a Member of the Association the purchaser of a Parcel under a contract for deed and to exclude as a Member of the Association the seller of a Parcel under a contract for deed. Further, the foregoing shall be construed to exclude as a Member of the Association any Person who holds an interest in a Parcel solely as security for the performance of an obligation. Notwithstanding anything to the contrary, in no event shall the Association be considered a Member either for voting or assessment purposes if the Association becomes an Owner of a Parcel for any reason.

**3.2 Transfer of Membership.** A Member may not pledge, assign, alienate or otherwise transfer such Member's membership interest in the Association in any manner, except upon the sale or encumbrance of such Member's Parcel, and then only to the purchaser or mortgagee of the Parcel.

**3.3 Notice of Membership.** Any Person, upon becoming a Member of the Association, shall furnish to the secretary of the Association a photocopy or certified copy of the recorded instrument or such other evidence as may be specified by the Board of Directors of the Association, establishing that such Person is the Owner of a Parcel within the Subdivision, thereby entitling such Person to a membership in the Association. In addition, the Member shall provide the Association with a single name and address to which the Association may send any notice required to be delivered to Members by the Association.

**3.4 Voting Rights of Members.** The Members of the Association shall be entitled to one vote for each Parcel in which they hold an interest. When there is more than one (1) record Owner of a Parcel (co-owners), all of the co-owners shall be Members, but only one (1) of them shall be entitled to cast the single vote attributable to the Parcel.

**3.5 Compliance With Torrey Mountain Ranch Governing Documents.** Each Member of the Association shall benefit from and shall be obligated to comply with the Torrey

Mountain Ranch Governing Documents, as they may hereafter be amended or supplemented from time to time.

#### ARTICLE 4

### PROPERTY RIGHTS OF MEMBERS AND ASSOCIATION

**4.1 Membership Easement To Common Areas.** Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Parcel, subject to the following provisions and the provisions of Article 4.2 pertaining to the Common Areas Management.

- (a) The right of the Association to provide reasonable restrictions on use of the Common Areas for the overall benefit of all Members. Such restrictions include restricting or prohibiting the use of motorized vehicles on the Common Areas, other than the private roadways;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (c) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving its property.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by all the Members; and
- (e) The right of the Association to grant easements under any Common Areas to any public agency, authority or utility without charge.

**4.2 Common Areas Management.** The Association shall take such steps and actions as it shall deem appropriate to protect the undeveloped Common Areas from

environmental degradation and to preserve its natural vegetation and characteristics. These steps and actions will not, however, preclude the use of designated areas within the Common Areas for utilities, both above and underground, for sewage treatment facilities, or for development for recreational use as the Association shall determine is in the best interests of its Members. The Association shall take such steps and actions as it shall deem appropriate to maintain and improve the private roads in accordance with need and with the wishes of the membership.

**4.3 Title to the Common Areas.** The Developer has conveyed title to the Common Areas to the Association, free and clear of all encumbrances and liens, except those rights of way, easements, covenants, or restrictions as might appear of record at the time of such conveyance. Title to the Common Areas shall be held in the name of the Association for the benefit of the Members, subject to any restrictions or limitations set forth in the Torrey Mountain Ranch Governing Documents.

**4.4 Rules and Regulations.** The Association, through its Board of Directors or committees thereof, shall be authorized to establish such rules and regulations as it deems appropriate for the reasonable management and maintenance of the Real Property, including the Common Areas, and to impose fines or other penalties for violations of these rules and regulations, after providing notice of the violation and an opportunity for the violator to be heard by the Board of Directors.

## ARTICLE 5 ASSESSMENTS

**5.1 Creation of Lien and Personal Obligation.** Each of the recorded plats for Phase I and Phase II of Torrey Mountain Ranch Recreational Development provides that the cost of construction, maintaining, and snow removal (hereinafter "road maintenance") of all roads, streets, and alleys within the development shall be the obligation of a nonprofit association composed of all the owners of the parcels. The common green areas and common areas are appurtenant to and integrally related to the private roads referenced in the plats and it is in the best interest of all Members that the Association own and manage these common areas. Each

Owner of any Parcel, by accepting a deed or other means of conveyance for a Parcel, is deemed to hereby covenant and agree to pay assessments to the Association which shall be fixed, established and collected from time to time as hereinafter provided. These assessments, together with interest and costs of collection as herein provided, including reasonable attorney's fees, shall be a charge on the land and shall constitute a lien upon the Owner's Parcel against which such assessment is made. Such lien shall be deemed perfected upon filing with the Clerk and Recorder of Beaverhead County an account of the assessments due, together with a correct description of the Parcel to be charged with such lien, and shall continue until all unpaid assessments, interest and costs of collection shall have been fully paid. The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests. Each such assessment, together with interest and costs of collection as herein provided, shall also be the personal obligation of the Owner of such Parcel at the time when such assessment becomes due. Delinquent personal obligations shall not pass to successors in title unless expressly assumed by them, but this shall in no way limit the effect of any lien created upon a Parcel herein. The Association may establish rules and regulations concerning collection of obligations and perfecting of liens.

## 5.2 Assessments.

(a) Method of Assessing Parcels. A budget, to be prepared annually, shall separately set forth anticipated expenses for the common areas and for road maintenance. The common area expenses shall be shared equally by the owners of each parcel in the Project, except that parcels with driveways that exit onto the Forest Service road will not be assessed for road maintenance. The road maintenance expenses shall be assessed one-third (1/3) to the owners of Parcels in Phase I and divided equally among those owners and two-thirds (2/3) to the owners of Parcels in Phase II and divided equally among those owners. This assessment per parcel applies only if the parcel is vacant or one residence is built upon that parcel. If more than one residence is built on a parcel, then the owner of that parcel will be entitled to one (1) vote for each lot in the parcel bearing a residence and will be liable for assessment for each lot in the parcel bearing a residence.

(b) Regular Assessments. The regular assessments levied by the Association shall be used for such purposes as are deemed desirable by the Association including but not limited to expenditures for construction, reconstruction, repair or replacement of any capital improvement including the roads; maintenance, upkeep, real property taxes, hazard and liability insurance, and related expenses in regard to the all Common Areas; administrative costs of the Association incurred in its day-to-day activities; and any costs or expenses, including attorneys fees, incurred in enforcing the conditions, restrictions or charges set forth in this Declaration.

(c) Special Assessments. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capital improvements upon the Common Areas, or any other reason, it shall make a special assessment for the additional amount needed. Special assessments shall be levied and collected in the same manner as regular assessments.

(d) Individual Assessments. Individual assessments for unforeseen expenses and for costs incurred by the Association on behalf of a particular Parcel may be levied, as necessary, and collected in accordance with this Article.

**5.3 Commencement of Assessments.** The Association is authorized to commence initial assessments as herein authorized at such time as it determines appropriate. Written notice of assessments shall be sent to the Owner of each Parcel. The due dates shall be established by the Association. If Assessments are not paid by such due date then interest shall begin to accrue on them at a rate as determined by the Association.

**5.4 Certificate of Payment.** The Secretary of the Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Parcel have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. In addition,

the Secretary of the Association shall maintain a roster of each Parcel and the assessments due thereon.

**5.5 Nonpayment of Assessments.** Any assessments or installment payments on assessments which are not paid when due shall be delinquent. The Association may bring an action at law to collect the amount of the delinquent assessment together with all interest, costs, and reasonable attorney's fees incurred in such action, or may take action to perfect and foreclose the lien for assessments.

**5.6 Property Subject to Assessment.** With the exception of any Parcel acquired by the Association, and the Common Areas, each Parcel located upon the Real Property shall be subject to assessments by the Association as herein provided.

**5.7 No Waiver by Nonuse.** An Owner may not waive or otherwise escape liability for the assessments provided for in this Article by nonuse of the Common Areas or abandonment of the Owner's Parcel.

## ARTICLE 6

### PROTECTIVE AND RESTRICTIVE COVENANTS

The following protective and restrictive covenants are designed to provide a uniform plan for the development of the Real Property and they shall constitute a covenant running with the land for each Parcel located adjacent to the Real Property:

**6.1 Permitted Parcel Uses.** Parcels shall be used in accordance with the Covenants, Conditions and Restrictions prepared and recorded by the Developer for the use of Lots in each of the phases, and the Association has no control over the use of these Lots, except to the extent that the use affects the Common Areas.

**6.2 Permitted Common Area Uses.** Common areas are open to all members, their families and guests. No motorized vehicles are permitted on the common green areas at any time.



**6.3 Nuisances.** No noxious or offensive activity shall be carried on or permitted upon the Real Property, including the Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may endanger the health or safety of, or unreasonably disturb the residents of any Parcel.

**6.4 Fire Mitigation Measures.** Each property owner shall be aware of the possibility of fire and take all reasonable precautions when using the Common Areas to prevent a fire.

**6.5 Damage or Destruction of Common Areas by Owner.** In the event any part of the Common Areas is damaged or destroyed by an Owner or by any of the Owner's guests, tenants, licensees, agents or members of the Owner's family, such Owner does hereby authorize the Association to repair said damaged area in a good workmanlike manner in conformance with the original construction or condition of the area involved, or as the area may have been modified or altered subsequently. The amount necessary for such repairs shall become an individual assessment upon the Parcel of the Owner. The Association may exercise all rights to collect this individual assessment as it does other assessments pursuant to Article 5.

**6.6 Riparian Areas.** Portions of the Common Areas are riparian areas and Declarant may adopt, from time to time, rules and regulations regarding the activities that are permitted or prohibited in these riparian areas. Generally, no structures, motorized use or vegetation removal, except for fire protection purposes, shall occur in these areas.

## ARTICLE 7

### GENERAL PROVISIONS

**7.1 Duration.** The covenants, conditions, charges and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, its respective legal representatives, successors, or assigns, in perpetuity.

**7.2 Enforcement.** The Association shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges

now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages, or both. Failure by the Association to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. Should any lawsuit or other legal proceeding be instituted against an Owner who is alleged to have violated one or more of the provisions of this Declaration, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees.

**7.3 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court shall in no way affect any other provisions, which shall remain in full force and effect.

**7.4 Amendment.** This Declaration may be amended by the vote or written consent of Owners representing not less than sixty-seven percent (67%) of the voting power of the Association.

**7.5 Non-Liability of Declarant.** The Association shall have no liability for any of its actions or failures to act, or for any action or failure to act of any Owner of any Parcel located in the Project.

IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the day and year first above written.

  
\_\_\_\_\_  
John K. Heberling, President

  
\_\_\_\_\_  
William W. Bevis, Secretary

STATE OF MONTANA )  
 ) ss.  
County of Beaverhead )

On the 25 day of September, 2000, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ~~John K. Heberling and~~ William W. Bevis, known to me to be the persons who executed the within instrument and acknowledged to me that ~~they are the president and~~ secretary of Torrey Mountain Ranch Landowners' Association, Inc., a Montana Nonprofit Mutual Benefit Corporation, and that ~~they~~ executed the same.

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

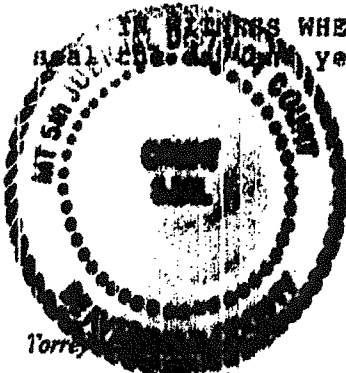


Charlan Bonelright  
Notary Public for the State of Montana  
Residing at Florence, Montana  
My commission expires: 6/20/04

STATE OF MONTANA )  
 ) ss.  
County of Beaverhead )

On the 2nd day of October, 2000, before me, the undersigned a Notary Public for the State of Montana, personally appeared John K. Heberling, known to me to be the person who executed the within instrument and acknowledged to me that he is the President of Torrey Mountain Ranch Landowners' Association, Inc., a Montana Nonprofit Mutual Benefit Corporation, and that he executed the same.

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



John E. [unclear]  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My commission expires: term end

**EXHIBIT A  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TORREY MOUNTAIN RANCH LANDOWNERS' ASSOCIATION**

**Legal Description of the Real Property**

**All those properties designated as "common areas" and "roads" on the Plats of Torrey Mountain Ranch Recreation Development Phase I, recorded June 29, 1973, at 4:15 p.m., under Clerk and Recorder's Reception Number 134138, and Torrey Mountain Ranch Recreational Development Phase II, recorded on June 23, 1981, at 10:05 a.m., Clerk and Recorder's Reception Number 166036, being parcels of land located in Sections 4, 5, 8 and 9, Township 5 South, Range 12 West, P.M.M., Beaverhead County, Montana.**

**EXHIBIT B  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TORREY MOUNTAIN RANCH LANDOWNERS' ASSOCIATION**

**Legal Descriptions**

**PHASE I**

**Torrey Mountain Ranch Recreational Development, a subdivision of Beaverhead County, Montana, located in Sections 4, 8 and 9, Township 5 South, Range 12 W, P.M.M.**

**PHASE II**

**Torrey Mountain Ranch Recreational Development, a subdivision of Beaverhead County, Montana located in Sections 4 and 5, Township 5 South, Range 12 West, P.M.M.**