

Tom Kuntz
PO Box 250
Ennis, MT 59729

172840 RECORDS Pages: 18
STATE OF MONTANA MADISON COUNTY
RECORDED: 06/07/2017 1:50 KOI: COVENANTS
Kathleen D. Mumme CLERK AND RECORDER
FEE: \$126.00 BY: *Paula McKenzie, Deputy*
TO: TOM KUNTZ PO BOX 250, ENNIS MT 59729

pm
pm

**DECLARATION OF PROTECTIVE
COVENANTS**

**AND RESTRICTIONS FOR PINTAIL RIDGE
SUBDIVISION**

Revised and Updated July 2016

Table of Contents

Purpose	<u>Page Number</u>
1. Protective Covenants_____	1
2. Combination of Tracts_____	2
3. Residential Use_____	2
Topography and Natural Features	
4. Mining Prohibited_____	3
5. Home Site Preparation, Maintenance, and Landscaping_____	3
6. Size and Height_____	3
7. Grading_____	4
8. Building Site_____	4
9. Design_____	4
10. Outbuildings and Temporary Structures_____	6
11. Exterior Lights_____	6
12. Construction Schedules_____	6
13. . Service Yard_____	6
14. Parking Space_____	6
15. . Fences_____	7
16. . Fire Protection and Abatement_____	7
Common Areas	
17. Definition_____	7
18. Maintenance_____	7
19. Ingress, Egress, and Trespass_____	8
20. Road Access to Pintail Ridge_____	8
21. Utility Access to Pintail Ridge_____	8
22. Driveways_____	8
23. Utility Easement_____	8
24. Uses_____	9
25. Non-Dedication to Public Use_____	9
26. . Mineral and Water Rights_____	9

Table of Contents (continued)

	<u>Page Number</u>
Common Areas (continued)	
27. Agricultural Activities	9
28. . Preservation of Water Resources	9
29. Wildlife Habitat, Hunting, and Fishing	9
Utilities	
30. Installation and Maintenance	10
Animals	
31. Limitations	10
Miscellaneous	
32. Maintenance	10
33. Noxious, Offensive, or Hazardous Activities	10
34. Signs	10
35. Pintail Ridge Homeowners Association Control	10
Enforcement	
36. . Pintail Ridge Homeowners Association	10
37. Right of Access	10
38. Action	10
39. Legal Action Fund	10
40. Perpetuity	13
41. Enforcement (The Right to Farm)	13
42. Amendment	13
43. Severability	14
44. Pintail Ridge Homeowners Association Business Conduct	14
Signatures	14
Exhibit A – Declaration of Right to Farm	

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR
PINTAIL RIDGE SUBDIVISION**

**The Amended and Restated Declaration is made this 15th day of July 2015 by the
Pintail Home Owners Association.**

PURPOSE

These Protective Covenants and Restrictions provide for individual and community decision making. Individual decisions are limited primarily to home sites, subject to Covenants and Restrictions regarding improvements and subject to further Covenants and Restrictions providing for management, administration, and regulations.

The home owners in the Pintail Ridge Subdivision are the present owners in fee simple of all the property included within the boundaries of Pintail Ridge, described by that Certification of Survey on file and of record with the Clerk and Recorder of Madison County at Book 4 of Plats, page 278, and hereby declare and adopt the following Declaration of Protective Covenants and Restrictions for Pintail Ridge.

This is a unique property which has a high natural and scenic value. The land historically has been used for ranching. These Covenants and Restrictions are adopted to preserve and maintain these values of the property for the benefit of owners of individual tracts as well as the surrounding communities.

These Covenants and Restrictions are designed to maintain, create, and preserve the beautiful environment of Pintail Ridge.

1. PROTECTIVE COVENANTS

It is the purpose of these Covenants and Restrictions to preserve and protect the environment, the natural beauty, the view, and the surrounding of Pintail Ridge, and to preserve and to protect the interests and investment of the individual owners and the Declarants. In keeping with the concept of preserving the natural beauty and native wild life, an open and free range corridor is desired for the Ridge. The open corridor enables the natural migration path of the wildlife.

These Protective Covenants and Restrictions are designed to enhance the natural habitat and growth of plant life, animal life, surface and ground water.

These Protective Covenants and Restrictions shall attach to and run with the land and shall constitute an equitable servitude upon the real property and every part of it, including all titles, interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used, occupied, and improved. These Protective Covenants and Restrictions are declared for the benefit of the entire property and every part of it and for the benefit of each owner. They shall constitute benefits and burdens to declarants and to all persons or entities hereafter acquiring any interest in the property.

2. COMBINATIONS OF TRACTS

Two or more contiguous tracts may be combined to constitute one tract, and that tract will be treated as one tract. Three or more contiguous lots may be combined to constitute two tracts, and those tracts will be treated as two tracts. No tract may be further subdivided.

3. RESIDENTIAL USE

All tracts will be used solely for private single-family residential use. Only single-family homes with attached or non-attached garages will be permitted, although guest or servant homes will be permitted. Attached garages will not be allowed on guest or servant homes. No more than three (3) outbuildings are permitted per tract, one of which must be a non-attached garage. Construction materials and color must be the same as the main dwelling.

- a) No tracts shall ever be occupied or used for any commercial or business purpose except for an office or studio fully contained within the single family residence and shall not be used for meeting the general public, customers or clients, except as authorized by Pintail Ridge Home Owners Association (HOA).
- b) A home occupation, is an occupational use, customarily 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 premises sales of products, no on-site employment of persons other than the residents of the dwelling; 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 use of commercial vehicles for deliveries to or from the premises; no signs or structures advertising the occupation; no excessive or unsightly storage of materials or supplies. For guidance, the following uses are examples of home occupations: the making of clothing; the giving of music lessons; a sole practitioner professional practice; service or product providers who maintain a telephone and office within the residence but the service and products are provided and sold off the premises; the pursuit of artistic endeavors such as making of pottery, ceramics, paintings or bronzes, and the like, provided that the products are marketed and sold off the premises.
- c) Mobile homes, trailers, prefabricated homes and modular homes shall not be permitted.

TOPOGRAPHY AND NATURAL FEATURES

4. MINING PROHIBITED

No prospecting, mining, quarrying, tunneling, excavating, or drilling for any substance on or within the earth, including oil, gas, hydrocarbons, minerals, gravels, sand, rock, or earth shall be permitted, provided that owners may drill water wells on their home sites for domestic and landscape use.

5. HOME SITE PREPARATION, MAINTENANCE, AND LANDSCAPING

Clearing for views is permitted, with approval of the HOA, such clearing shall not affect the view of an adjoining lot owner. On each home site, each owner shall control all noxious weeds and shall destroy them according to county standards. Re-vegetation shall be required for all disturbed areas, natural and native species are encouraged. This re-vegetation to the greatest extent possible, shall restore the tract to the conditions which existed prior to such construction, so that the tract and improvements shall be in harmony with the surrounding unimproved property. The owner must complete the restoration within 45 days, as may be reasonably possible as dictated by weather conditions, following the construction period.

The final working plan submitted by an owner shall include a landscape plan of all initial improvements exterior to the residence, showing location and types of plants (e.g. grass, trees, shrubs, etc.). The plan shall include the portion of the lot that is planted in grass at a minimum of 4,500 square feet and tree placement (a minimum of 5 trees with a minimum height of 5 feet each). Alternative landscape plans may be submitted if it can be shown that water resources are limited. The review of the plans will be performed by the Architectural Review Committee as prescribed in the Pintail Ridge Homeowners Association By-Laws. Landscaping is to be completed within eight (8) months of the house completion (weather permitting).

Subsequent landscaping improvements, such as addition of plants, or expansion of green belt area does not require submission of plans and review by the Architectural Review Committee. Reduction in the minimum number of 4,500 square feet of grass, or minimum number of trees; and/or the replacement of grass with other natural ground cover due to limitation of water resources does require approval by the Architectural Review Committee.

6. SIZE AND HEIGHT

Each residence shall contain a minimum of 1600 square feet of interior enclosed space, on the ground level. A private, non-commercial guest house may be erected, after the main residence is built. This guest or servants house may not exceed 1200 square feet, of interior enclosed space, may not be smaller than 800 square feet of interior closed space and may not have an attached garage. Non-attached garages must have a minimum size of 400 square feet and a maximum size of 1500 square feet. Other outbuildings, such as a storage shed, green house, etc., must be reasonable in size, and shall not exceed 400 square feet.

No building shall be greater than 30 feet in height. Building height shall be

measured from the average grade of the footprint of the structure to the highest point of the roof peak.

7. GRADING

Grading for building or other improvements shall be confined to a minimum so that improvements shall be tailored to the home site rather than conforming the site to the improvements. All grading shall be contoured into existing ground lines to avoid unnatural sharp edges. Existing natural features, including, but not limited to, trees, shrubs, and rock outcroppings, shall be incorporated into the plan and shall be preserved rather than removed or altered whenever possible. No trees or vegetation shall be cut except as approved by the HOA. Home site development shall accommodate proper drainage using natural channels. Drainage and other topography transitions shall blend with the natural topography of the home site. No unnatural angles or sharp lines shall be permitted.

8. BUILDING SITE- All improvements shall be constructed within the Building Site as identified on the Final Plat and as described herein. A minimum of 70% of any structures must be within a 200 foot diameter centered on the Center Stake of each lot. The remaining 30% of the structure cannot extend more than 30 feet beyond the 200 foot diameter. The exact location of all improvements must be reviewed and approved by the HOA.

9. DESIGN- All homes, structures, improvements, and changes shall comply with these Covenants.

All owners are urged to design buildings that reflect the mountain valley in keeping with the spirit of Montana and Pintail Ridge.

Material, composition and quality, color and shape are important in the construction of improvements. Flat roofs and A-Frames are discouraged. All exterior surfaces shall have minimum reflection values. Natural materials and earth tones colors are mandatory. Metal roofs are prohibited unless in earth or wood tones. All improvements shall be constructed of highest quality materials.

Television and radio antennas, satellite dishes (size of dish should be commensurate with current technology), and other receiving or transmitting devices must be screened from view. Propane tanks must be buried. Spark arrestors must be in place on all chimneys. Improvements and the general conditions of the tract must be maintained so as to minimize fire hazards.

The use of solar energy panels are permitted within the neighborhood. The layout and design must be clearly delineated on construction drawings in the event of new construction and or submitted with the architectural review process for modification of house plans. Solar energy panels must conform to the slope on the roof line (i.e. be of the same slope as the roof such that the same distance is maintained from the roof to the panel at all corners. The panel must not protrude above the roof line in which it is being attached. Solar panels are not permitted to be installed on the ground.

Wind energy generators are not permitted. This includes wind mills or other sources of wind generation.

The use of other energy saving equipment is permitted as long as such equipment is not readily seen or can be fully screened from adjoining lots and households. Outdoor wood fired boilers are permitted as long as they are screened with landscaping and meet the current government requirements for air quality.

10. **OUTBUILDINGS AND TEMPORARY STRUCTURES-** No outbuildings shall be erected or maintained upon a home site before the start of construction of a residence and no trailer, mobile home, basement, shack, garage or other outbuildings shall be erected upon any part of part of the tract for use as a temporary or permanent residence.
11. **EXTERIOR LIGHTS-** The source of such lights shall not be visible from adjacent home sites. Mercury vapor lamps shall not be permitted. Down-lighting is strongly recommended. The use of red blinking lights around the perimeter of a household is not permitted.
12. **CONSTRUCTION SCHEDULES-** Any and all construction, alterations or improvements shall be diligently worked on to completion and shall be completed within eighteen (18) months following commencement. No aspect of construction shall at any time impede, obstruct or interfere with pedestrian or vehicular traffic. No materials shall be placed or stored upon a home site more than thirty days (30) before commencement of construction or more than thirty (30) days following completion of construction.
- Each construction site shall have a chemical toilet placed in a location as inconspicuous as possible. During any construction, the site shall be cleaned up daily and shall be maintained free of trash. The owner shall be responsible to clean up wind blown debris both on and off the premises.
13. **SERVICE YARD-** An enclosed service yard on all residence, shall be provided for trash receptacles, outside clothes drying, and all other maintenance and service facilities. Service functions shall not be visible from neighboring home sites. No garbage, trash, or unsightly debris, organic or inorganic waste shall be collected and/or permitted by an owner to accumulate on any tract or in any road adjacent thereto, but shall be promptly and effectively disposed of, by a garbage service. No vacant lands or other tract shall be used as a dump ground or burial pit by any owner. The only allowable outside trash or refuse cans or containers shall be those which are kept and maintained in effective animal proof condition. There shall be no incineration of garbage or trash, and no garbage or trash, organic or inorganic shall be disposed on in or near any watercourses, lakes or ponds.
14. **PARKING SPACE-** Home site plans shall provide sufficient unobtrusive parking for the use of the owner, guest or servants. Specific guidelines for owners with rolling equipment other than an automobile or pick-up trucks follows:
- a) Motor homes, boats, trailers, camp trailers, fifth wheel trailers, snowmobiles, semi-trucks, motorcycles and other rolling equipment over 16 feet in length and 8 feet high shall not be stored in the open on any home site, driveway or road.

- b) Motor homes, boats, (exceptions for drift boats between April and October) trailers, camp trailers, snowmobiles, semi-trucks, motorcycles and other rolling equipment less than 16 feet in length and 8 feet high shall not be stored in the open on any home site, driveway or road. Such items may be placed in an area screened by landscaping, fencing or building in strict compliance with the architectural and landscaping requirements already stated in the Covenants and By-laws.
 - c) Provision is made for temporary loading and unloading of RV vehicles, but this process shall not exceed 5 days.
 - d) Moving said vehicles after the 5 day limit and re-parking the vehicle, or abusing the 5 day loading/unloading limit will be considered a violation of the covenants. (By-Laws/Article X/Assessments #7d)
 - e) Temporary guests with recreational vehicles may park on a home site for no more than 10 days.
15. **FENCES-** Perimeter fencing of any kind is not permitted. Dog Kennels must be attached to the house or hidden. A privacy fence must be attached to the house, cannot enclose more than 2500 SF or be over 6 feet in height. No fence shall be constructed on utility or other easements shown on the Final Plat.
16. **FIRE PROTECTION AND ABATEMENT-** The Pintail Ridge Home Owners Association must maintain membership in the Madison Valley Fire Department. The Department's current recommendations for construction are on file with the Developer and all Owner's should consult their recommendations prior to beginning construction.

COMMON AREAS

17. **DEFINITION-** Common areas of Pintail Ridge shall be as designated on the Pintail Ridge Plat and shall include all roadways, paths and bridges within the boundaries of the subdivision. No gates or obstructions shall be placed upon or impede access to any common area or roadway within Pintail Ridge.
18. **MAINTENANCE-** The Pintail Ridge Home Owners Association, shall maintain the common areas and easements including all roadways & drainage features, such as culverts, roadside ditches, etc. Maintenance, repairs and replacement of Common Area grounds and improvements shall be the expense of the Pintail Ridge Homeowners Association.

19. **INGRESS, EGRESS AND TRESPASS** – An Easement for general ingress and egress to each home site and to all common areas for the general use of all owners and their guest shall exist over all roadways, pathways and common areas within Pintail Ridge.

Easements for ingress and egress and for utilities shall not be moved deleted or restricted without written approval of all the tract owners affected.

20. **ROAD ACCESS TO PINTAIL RIDGE** – Primary access to Pintail Ridge is the end of the Madison County Road that runs through the Madison Meadows Golf Course. The Pintail Ridge Road continues through Pintail Ridge and joins to highway 287. Secondary access to interior lots in Pintail Ridge is by the following roads, Teal Creek, Cinnamon Teal, Blue Wing, Green Wing, Mallard's Roost, Widgeon, Canvasback, and Wood Duck. Pintail Ridge grants unto the owners of the lots within Pintail Ridge nonexclusive easements for ingress and egress over these roads. The widths of these easements vary and are as shown on the Plat for Pintail Ridge. The Homeowners Association shall maintain all roads within Pintail Ridge except for Pintail Ridge road which shall be maintained by the County as a public road. All roads within the ridge are considered public roads by the County even though they are maintained by the homeowners' association.

21. **UTILITY ACCESS TO PINTAIL RIDGE** – Pintail Ridge grants unto owners of the lots within Pintail Ridge nonexclusive easements adjacent to all lot boundaries for utilities. Easement widths are shown on the Plat of Pintail Ridge. This access for utilities granted owners of lots in Pintail Ridge shall not be abrogated, but shall run with each lot and be appurtenant thereto.

22. **DRIVEWAYS**- The home sites will be served by driveways with access as stipulated on the Plat of Pintail Ridge. Construction of individual driveways is the responsibility of the lot owner.

23. **UTILITY EASEMENT** – A general utility easement for electricity, gas, communications, telephone, water, sewer, television, cable communications and other utility equipment shall exist along all road right-of-way and on either side of boundary lines. All owners shall have the right to enter upon and excavate in such easements for the purposes on installing, repairing, removing, and otherwise servicing facilities installed in such easements. Easements for ingress and egress of utilities shall not be moved, deleted, or restricted without the written approval of all the tract owners affected. Utility Companies and owners must restore disturbed land to a condition, close as possible, to the natural condition of the land before work commenced.

24. **USES** – All the area of Pintail Ridge shall be controlled by these covenants which run with all the land for the benefit and use of owners. No off-road motorized travel shall be permitted. Licensed vehicles will be allowed on the roads designated on the plat. ATV's and other non-licensed vehicles will be permitted only on roads identified by the Pintail Ridge HOA. Snowmobiles and other across the snow vehicles will not be permitted unless specifically authorized by the Pintail Ridge Homeowners Association.

No attempt shall be made by anybody to domesticate any wild animals on property.

25. **NON-DEDICATION TO PUBLIC USE** – Nothing contained in these Covenants and Restrictions shall be construed or be deemed to constitute a dedication, express or implied, of any part of the property or the common areas to or for any public use or purpose whatsoever.

26. **MINERAL AND WATER RIGHTS** – No water rights or mineral rights will be assigned to individual tract owners. All surface water rights are specifically exempted from any conveyance to a tract owner and are reserved unto Pintail Ridge Homeowners Association. No mineral rights will be conveyed.

27. **AGRICULTURAL ACTIVITIES** – Water rights shall be administered for mutual benefit by Pintail Ridge Homeowners Association. Native and some introduced grasses will be planted to control erosion and may help improve animal habitat.

28. **PRESERVATION OF WATER RESOURCES** – The owners of all tracts, their guests or employees shall at all times conduct their use and activities in a manner that will preserve the integrity of the springs, ponds, streams, and creeks within the premises. The degradation or pollution of water quality will not be permitted. All applicable state, and local guidelines and standards must be followed.

29. **WILDLIFE HABITAT, HUNTING AND FISHING** – In keeping with the purpose of these protective covenants, declarants reserve the right to utilize and manage all common areas for the creation of and enhancement of habitat for wildlife and native plants. It is also recognized by Pintail Ridge and owners of tracts within the property that wildlife species live on or migrate through the property during various times of the year. The following limitations on use and development are intended, in addition to all other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the property and to minimize the adverse effects of development on the wildlife habitat.

- a) No owner of any tract shall remove or allow others to remove or alter any of the existing vegetation thereon, except as absolutely necessary for clearing and preparation for improvements or roads to building envelopes. Tree clearing for views, once the improvements are constructed, will be allowed, such clearing shall not affect the view of any other lot owner.
- b) No hunting, of any type, trapping or discharging of guns are permitted on the property, unless specifically authorized and permitted by Pintail Ridge HOA.
- c) No feeding or domestication of any wildlife shall be permitted. All regulations established by the State of Montana, or county or municipal government must be followed, as well as all State of Montana Fish and Game Regulations and Laws. Fireworks are not permitted on any portion of Pintail Ridge properties.
- d) No perimeter fencing is allowed in the neighborhood as it would impede the natural migration of wildlife.

UTILITIES

30. - INSTALLATION AND MAINTENANCE – Pintail Ridge shall cause the installation and maintenance of electric power and telephone utility service to the junction of the main access road and home site driveways. From such junction to home sites owners shall bear all responsibility. All utilities of every nature shall be installed and maintained underground. Piping and wiring shall be concealed.

Each owner shall be responsible for utility installation and maintenance in accord to state and local regulations. Each residential building shall be connected to a private water supply system, at the sole expense of the owner, and such system must conform to the State of Montana, Madison County or any other regulatory agency. Each residential building shall be connected to a private sewage system, at the owners' sole expense. The system must conform to all applicable standards of the State of Montana, Madison County or any other regulatory agency. Outdoor chemical toilets will be permitted only during periods of construction. The definition of utility as it pertains to the covenants in the Ridge (shall refer to utility in the example of underground electric wiring, underground cable TV, underground phone lines, and water lines that connect to the house from the well.

ANIMALS

31. **LIMITATIONS** - Only companion family pets shall be permitted. No swine, sheep, cattle, horses, goats, llamas or other similar livestock shall be allowed. All pets shall be controlled and restrained. Only house pets which are normally kept and maintained indoors shall be permitted on any tract. No animals shall be permitted which shall constitute a nuisance as determined by Pintail Ridge Homeowners Association. All animals shall be strictly controlled by their owners to prevent any interference with livestock or wildlife. Measures must be taken to control odors. Pintail Ridge Homeowners Association may also limit the number of domestic animals on tract or elsewhere and may withdraw permission for any domestic animal to remain on the premises from any owner who, after due notice, violates the restrictions of this paragraph or who's animal is, or has become, nuisance to livestock, wildlife, property, or other owners, invitees or Pintail Ridge personnel.

MISCELLANEOUS

32. **MAINTENANCE** – 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, thriving and slightly condition and in good repair at all times. Fire hazards must be controlled.

33. **NOXIOUS, OFFENSIVE, OR HAZARDOUS ACTIVITIES** – No noxious, offensive, or hazardous activities shall be permitted upon any portion of the property nor shall anything be done on or 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 other portion of the property which shall be unreasonably bright or cause unreasonable glare. Exterior loud speakers shall be prohibited. No sounds shall be produced on any home site or other portion of a property which is unreasonably loud or annoying, including but no limited to speakers, horns, whistles or bells.

34. **SIGNS** – No signs, billboards, posters, displays, advertisements or similar structures shall be permitted except as approved in advance in writing by Pintail Ridge HOA except for normal sized "for sale" real estate signs will be allowed as long as a lot or home is actively being marketed for sale.

35. **PINTAIL RIDGE HOMEOWNERS ASSOCIATION CONTROL** – No noxious or offensive activity shall be permitted upon any of the real property covered by these Protective Covenants, nor shall any use of activity be permitted which may be or may become an annoyance or nuisance to adjacent landowners or which may depreciate the natural environmental amenities of said property.

ENFORCEMENT

36. **PINTAIL RIDGE HOMEOWNERS ASSOCIATION** - The provisions of these protective covenants may be enforced by individual owners or by Pintail Ridge Homeowners Association.

37. **RIGHT OF ACCESS** - A right of access shall be reserved by the Pintail Ridge HOA and be immediate for making of emergency repairs in improvements or tracts on the property. These repairs may be needed to prevent property damage, personal injury, or continued property damage.

38. **ACTION** - 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 or equity for injunctive relief and damages. In addition, an owner, or Pintail Ridge may serve notice in writing on the person or entity violating these covenants specifying the offense, identifying the location and demanding compliance with the term and conditions of these covenants. Such notice shall be personally served. In the event personal service can not be obtained after reasonable efforts, 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 know address of the party or entity.

No owner, nor the Pintail Ridge HOA 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.

39. **LEGAL ACTION FUND** - A legal action fund will be established by Pintail Ridge. This fund will be initially funded by the Pintail Ridge Developer with \$1000.00 This fund will be used as necessary to enforce these covenants and restrictions. If the fund is drawn down by legal action, owners will be assessed to replace the funds. The purpose of this fund and assessment is to allow quick enforcement of any violation of the Covenants and Restrictions.

40. **PERPETUITY** – These covenants shall continue in full force and effect and shall run with land as legal and equitable servitude in perpetuity unless amended.
41. **ENFORCEMENT** – The Right to Farm – See Exhibit A.
42. **AMENDMENT** – These Covenants shall remain in effect until amended or terminated. The Covenants, or any portion thereof, may be amended, terminated or supplemented at any time by the execution of a written document containing the terms of the amendment, supplement or termination of any of the Covenants, duly acknowledged by the Notary Public, and recorded with the office of the Madison County Clerk and Recorder, executed by at least seventy-five percent (75%) of the owners of the property based on one vote per tract. If there is more than one owner for a tract, each owner must execute the amendment, supplement or termination document to count for one vote towards the seventy-five percent (75%) total. All amendments to these Covenants must be submitted to the Madison County Commission for approval prior to recordation.
- a) These restrictive covenants shall perpetually remain in full force and effect unless amended, terminated, or modified in the manner herein set forth. Each owner shall have one (1) vote per original tract.
 - b) Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons' violation or attempting to violate these Covenants; and the legal proceedings may be either to enjoin or restrain violation of the Covenants or to recover damages or both. In the event of action to enforce these Covenants, the prevailing party shall be entitled to costs and a reasonable attorney's fee to be set by the Court. Any tract owner, the Association, or Grantor or its assigns may enforce these Covenants.
 - c) The failure by the Grantor or its assigns or the association of any subsequent tract owner to enforce any covenants or restrictions contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce that Covenant at any time against any person breaking the Covenant or any other Covenant breached thereafter or to collect damages for any subsequent breach of Covenants.
 - d) Invalidation of any one of these Covenants by judgment or Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.
 - e) All of the above described real property and tracts shall be subject to the restrictions and Covenants set forth whether or not these are a reference to the same in a deed or conveyance.

- f) A breach of any of the foregoing restrictions or Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or portion of the real property or any improvements thereon. However, the said restrictions and Covenants shall be binding upon and inure to the benefit of any subsequent owner whose title thereon acquired by foreclosure, trustee sale or otherwise.

43. SEVERABILITY – Captions and paragraph headings are designated as a matter of convenience. A determination of invalidity of any portion of these covenants shall not in any manner affect the other portions or provisions.

44. PINTAIL RIDGE HOMEOWNERS ASSOCIATION BUSINESS CONDUCT – The Pintail Ridge Homeowners Association shall be constituted, shall conduct its' business, as provided herein and in the Homeowners Association Documents filed separately (i.e., Bylaws).

KNOW ALL BY THESE PRESENTS:

That the undersigned do hereby certify that the above and foregoing Protective Covenants and Restrictions were duly adopted by the initial Board of Directors as the Protective Covenants and Restrictions of the Association on the 2nd day of June, 2017 and that the same now constitutes the Protective Covenants and Restrictions of this Association.

Thomas J. Kuntz
THOMAS J. KUNTZ President

Rex P. Hocking
Rex P. Hocking 1st Director

Nancy Kay Smucker
Nancy Kay Smucker 2nd Director

State of Montana
County of Madison

Subscribed and sworn affirmed to before me this 2 day of June

20 17 by Tom Kuntz, Nancy Smucker, Rex Hocking

Margit E. Sammons
Notary Public

My Commission Expires: 10-15-20

