

STATE OF MONTANA MADISON COUNTY

RECORDED: 06/07/2013 11:20 KOI: COVENANTS

Peggy Kaatz Stemler CLERK AND RECORDER

FEE: \$31.00

BY: *Peggy Kaatz Stemler*

TO: PRONGHORN MDWS HOA 41 MONTANA WAY, ENNIS MT 59729

## PRONGHORN MEADOWS RULES & REGULATIONS

These Rules and Regulations are a supplement to and update to the <sup>\*</sup>CC&R's of Pronghorn Meadows Homeowners' Association (hereinafter the "Association"). The intent of these Rules and Regulations is to address situations where further explanation of certain items has needed to be addressed. These Rules and Regulations may be amended by the Board of Directors.

### A. DEFINITION OF MEMBER.

1. Any property owner is considered a "member" and an "owner" whose name appears of record on subject property warranty deed.
2. A "member in good standing" is a property owner whose dues are current.
3. A Lessee of a property is not considered an Owner, nor a Member.

### B. ACCESS TO ASSOCIATION FACILITIES AND RECREATIONAL OPPORTUNITIES.

1. Owners/Members in good standing, spouses, and children residing in their parents' home have recreational privileges and are allowed access to Association-owned facilities and other common areas, including the Clubhouse, Barn, Equestrian Center and Parks. Owners/Members wishing to use Association facilities are required to sign a Release of Liability and/or Terms of Use Contract.

2. Guests, friends, tenants and other visiting family members of Owners/Members **must always be accompanied by Owners/Members** at any and all times that the Association-owned facilities and common areas are used. No exceptions!

a. Guests may use the Association-owned facilities and other common areas only when accompanied by an Owner/member in good standing. Unaccompanied persons will be considered trespassers.

b. All Owners/members and guest(s) using these facilities do so at their own risk.

c. Should an Owner/Member wish to allow a renter, or an unaccompanied person to use these common facilities, then they shall provide (in advance) a liability insurance policy which provides for coverage in at least the sum of \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) per occurrence, and names the Association as a Loss Payee. So there is no confusion / confrontation the Association requires any unaccompanied person to be identified in advance of their visit.

d. Owner/Members using Association facilities are responsible for cleaning up in a timely fashion after each use (prior to departure). There is a **minimum** charge of \$50 to the Owner/member if the Association is required to arrange for clean-up by a third party plus the invoiced cost associated with clean-up.

e. Any Owner/member allowing a non-owner/member access to Association facilities and recreational opportunities without being accompanied by the

\* 107290 (2)

Owner/member may lose their recreational privileges for a period of one (1) year from the date of the infraction.

3. Association facilities and recreational opportunities cannot be used for commercial purposes.

4. Owners/Members who are delinquent to the Association are denied access to Association-owned facilities until all delinquent amounts are brought current. Monies received are credited first to oldest outstanding balance.

5. In the event of a foreclosure by a lending institution on any Owner's/member's property, the lending institution is responsible for any and all delinquent amounts.

6. All Invoices / Billing are considered Special Assessments. Monies received are credited to the most senior invoice(s). With the exception of the annual dues invoice, there will be a fee of \$25.00 per billing / invoice to cover third party charges.

7. Violations and fines for "Rule & Regulations" will be addressed as per the Declaration of Protective Covenants.

#### **C. RESPECT FOR FELLOW MEMBERS' PROPERTIES.**

1. Pronghorn Meadows is a residential and recreational subdivision.

2. No animals may be kept, grazed, or pastured on another members land without the express approval of the land owner. It is suggested that this permission be in writing.

3. Domestic animals shall be kept under the control of the property owner or tenant.

4. It is the responsibility of the property owner to fence in their animals.

5. Wheeled vehicles must stay on existing roads.

6. Trespassing on another member's property is not allowed. In accordance with state laws, snowmobiles and ATV riders must have the property owner's permission to access that owner's land.

#### **D. SIGNS AND FENCING REQUIREMENTS.**

1. With regard to fencing and RV storage, owners may store whatever they wish to store behind a six (6) foot fence on their property, as long as the fence has been approved by the Association's Design Committee. The purpose of the fence is to keep from view whatever is behind it. Consequently, any item behind the fencing may not exceed the six (6) foot fence height.

2. A facility has been provided to Owners/Members for storage. Owners/Members may use said facility, so long as that usage is done in a neat and tidy manner.

3. The maximum size for any sign on any property may not exceed 24 inches by 36 inches, and may not exceed 48 inches in height, including the sign post. A maximum of one sign per property is allowed. Signs are allowed on private property only. "For Sale" signs do not require the approval of the Association's Board of Directors; however, no "For Sale" or real estate signs are permitted on any common

areas. Only one "For Sale" sign shall be permitted on any single lot, and it shall be removed promptly upon the execution of a sales contract for the property. The Association's Board of Directors reserves the right to enter upon any lot for the purpose of removing signs that are not in compliance with this section.

**E. ONE-TIME AMNESTY ON PAST DUE INVOICES.**

Any past due invoice that is brought current by a member by August 1, 2013, will not incur late fees or interest charges. Otherwise, late fees and interest charges will apply in accordance with the Covenants, Conditions and Restrictions and By-Laws of Pronghorn Meadows Homeowner's Association.

Dated:

Passed by Resolution of the Board of Directors at their regularly noticed meeting on  
6/3/13

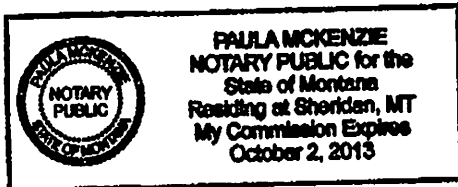
PRONGHORN MEADOWS HOMEOWNER'S ASSOCIATION

Cynthia A Adams 6/3/13  
Secretary/Treasurer

State of Montana  
County of Madison

Acknowledged before me  
on 6-12-13 by  
Cynthia A Adams.

Paula McKenzie



BR  
6/3/13

J.D.  
June 3. 2013  
T.R.  
June 3-2013  
CA 6/3/13

After recording, return to:  
Pronghorn Meadows HOA  
60 Montana Way  
Ennis, MT 59729

169711 RECORDS      Pages: 3  
STATE OF MONTANA MADISON COUNTY  
RECORDED: 11/14/2016 1:05 KOI: AMEND/CORR  
Kathleen D. Muma CLERK AND RECORDER  
FEE: \$21.00      BY: [Signature]  
TO: PMHOA 60 MONTANA WAY, ENNIS MT 59729

cc  
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### FIRST ADDITION TO PRONGHORN MEADOWS RULES AND REGULATIONS

THIS FIRST ADDITION TO PRONGHORN MEADOWS RULES AND REGULATIONS is made and adopted this 14 day of NOVEMBER, 2016 by the Board of Directors ("Board") of the Pronghorn Meadows Homeowners' Association, Inc. ("Association") pursuant to its powers described below.

**WHEREAS**, the Declaration of Protective Covenants of Pronghorn Meadows ("Declaration") was signed on July 11, 2005, and recorded with the Madison County Clerk and Recorder on July 11, 2005 as Document No. 107290;

**WHEREAS**, one purpose of the Declaration is to protect the interests and investments of all of the lot owners in the Association;

**WHEREAS**, the Declaration states that the use of the residential lots is for private, single family use only;

**WHEREAS**, the Amended Bylaws of Pronghorn Meadows Homeowners' Association, Inc. ("Bylaws") were adopted by the members of the Association on April 22, 2015, and recorded with the Madison County Clerk and Recorder on April 22, 2015 as Document No. 160857;

**WHEREAS**, the Bylaws, Section 6.12, permit the Board to do all things expressly or impliedly authorized by the Declaration or the Bylaws or to carry into effect the Declaration and the Bylaws or the goals and purposes of the Association; and to do all things necessary to promote, conserve, and preserve the Pronghorn Meadows Subdivision and the purpose of the Association; and to make, establish, and enforce Rules and Regulations necessary to assist the Board in carrying out its powers;

**WHEREAS**, the Board has received complaints regarding the use of the residential lots in the Pronghorn Meadows Subdivision as short-term rentals;

**WHEREAS**, among other things, the Board is concerned with the use of the residential lots being used as short-term rentals because the original developer of the Pronghorn Meadows Subdivision did not intend for the residential lots to be used for short-term rentals; it transforms the nature of the residential community into a transient hotel or motel community; it increases traffic on roads and other areas maintained by the Association; it places a higher burden on the Association and the Board to enforce the Declaration, Bylaws, and Rules and Regulations, the provisions of which are often unknown or ignored by short-term occupants; and it creates additional security concerns for the members of the Association.

**NOW, THEREFORE, THE BOARD ADOPTS THE FOLLOWING FIRST ADDITION TO THE PRONGHORN MEADOWS RULES AND REGULATIONS:**

No Owner of any lot in the Pronghorn Meadows Subdivision may rent or lease the Owner's residence or guest house, or any part thereof, for a period of less than thirty (30) days. All lots that are currently improved (including those lots whose construction has been approved or who are already under construction) and all lots whose plans are submitted and approved before February 1, 2017, are excluded from this Rule and Regulation until there is a change of ownership in the lot. Once a change of ownership occurs, the exclusion no longer applies to such lot. Owners of lots are responsible for their renters and are responsible for ensuring that their renters comply with the Declaration, Bylaws, or any Rules and Regulations.

If the Board determines that any Owner is violating or threatening to violate this Rule and Regulation, the violation or threatened violation shall be governed by the Bylaws, Article VIII, Enforcement. For purposes of enforcement, any violation by an Owner of this Rule and Regulation shall be considered the same violation, regardless of the amount of time that has expired, thereby subjecting the offending Owner to graduated notice and fine amounts.

**BE IT FURTHER STATED** that if any part of this Rule and Regulation conflicts in any way with the Declaration or Bylaws, the Declaration or Bylaws shall control, but the remaining portion of this Rule or Regulation that does not conflict shall remain in force and effect.

**BE IT FURTHER STATED** that thirty (30) days written notice of this Rule and Regulation has been provided to all members of the Association.

**PASSED AND ADOPTED** by the Board of Directors of the Association on this 24 day of OCTOBER, 2016. This Rule and Regulation shall be kept by the Secretary of the Association and/or the Property Manager for the Association, and it shall be effective beginning on the 25<sup>th</sup> day of NOVEMBER, 2016.

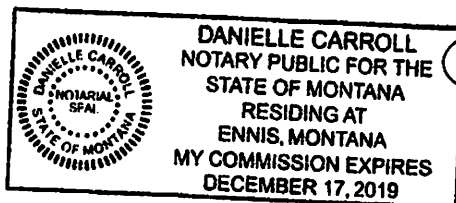
THAT I am an agent of the Pronghorn Meadows Homeowners' Association, Inc. and that the foregoing is a true and correct copy of the Rule and Regulation, which was approved and adopted on the 24<sup>th</sup> day of OCTOBER 2016 by the acting Pronghorn Meadows Homeowners' Association, Inc. Board of Directors.

Pronghorn Meadows Homeowners' Association, Inc.

By: Steve Adams  
Steve Adams, President

STATE OF MONTANA     )  
                                  )  
County of Madison     )     :ss.

This instrument was signed and acknowledged before me on this 14 day of November, 2016 by Steve Adams as President of the Pronghorn Meadows Homeowners' Association, Inc.



Danielle Carroll  
NOTARY PUBLIC for the State of Montana  
Printed Name Danielle Carroll  
Residing at Ennis, MT  
My Commission expires 12.17.19