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BOOK 420 PAGE 423

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ANTELOPE MEADOWS
Protective Covenants

Know all men by these presents:

Antelope Meadows Homeowners. (Declarants) are the owners of that certain property as follows:

Lots 1, 2, and 3 as shown on Certificate of Survey filed book 7 of plats page 108, records of Madison County, Montana.

And that certain 33.783 acre tract situated in the NE 1/4 of Section h, T6S, R1W, M.P.M., according to the Certificate of Survey filed in book 7 of Survey page 145, records of Madison County, Montana.

And desires to subject all of said lands and sites comprising said lands to the protective covenants, conditions, restrictions and reservations hereinafter set forth and referred to as "covenants "

Now therefore, with prime consideration for the ecology and esthetics of the property, Declarants do hereby establish a general plan for the protection, maintenance, development and improvement of said land and such covenants are for the mutual benefit of all sites to comprise said land, and Declarant has fixed and does hereby establish the covenants upon said land for mutual benefit of the sites comprising said property and of each owner thereof, and such covenants shall run with the land and shall inure to and pass with each and every parcel or site therein, and shall apply to and bind and benefit the respective owners, their successors and assigns.

SAID COVENANTS ARE AS FOLLOWS:

1. Said land shall be used for Residential purposes only. No building erected on said land shall be erected nearer than thirty (30) feet to any boundary along a street, or nearer than twenty-five (25) feet to any of the other boundary lines of said lot. For the purpose of this covenant, eaves, steps and open porches and carports shall be considered as a part of a building.
2. No main residential structure shall be permitted on any lot, the habitable floor space of which, exclusive of basements and garages, is less than 1200 square feet.
3. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the principal buildings shall be permitted.
4. Once construction shall have been initiated on any structure, including walls, residence, ancillary buildings or other structure, construction of that particular structure, wall, fence, residence, ancillary building or other structure shall be completed within one (1) year of the time such construction is initiated.
5. Said land shall not be occupied or used for any noxious or offensive activity and nothing shall

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be done or permitted on said lands which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding lands, including the disposal of trash, which cannot be burned, but must be taken to the appropriate refuse disposal facilities.

6. The owner of each building tract shall provide adequate off-the-road parking, not located upon road easements, suitable to the nature of his improvements.

7. Prefabricated, modulars, steel framed undercarriage homes or structures of a temporary character, tents, trailers, shacks or similar structure will not be allowed on the tracts for usage as a residence.

8. No animals, livestock or poultry of any kind shall be kept, raised or bred for commercial purposes upon the tract sold except horses to the number of two for each tract with suitable fences and shelter provided.

9. No property owned shall consist of less than 2.5 acres and no property so sold shall subsequently be subdivided into tracts of less than 2.5 acres.

10. All zoning and other laws, rules and regulations of any local, state or federal regulating agency under whose jurisdiction said land lies, are considered to be a part and enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations.

11. Buyer agrees to be bound by each and all easements, including canal easements, if any, and rights of way of record or in existence.

12. Enforcement of these covenants shall be by proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenant, and the benefits of these covenants shall be enforceable by the Declarant and all owners of land divided from the lands first above described.

13. All utility and service lines shall be placed underground to the extent that such service is available from public utilities normally furnishing same.

14. All right of owners in rights of way or roads for access shown of any subdivision of the lands indicated shall be deemed dedicated to the public and become part of the public road system at such time as (1) the owners of fifty percent (50%) or more of lands herein concerned shall execute a consent to such dedication and (2) such dedication is accepted by the governing body have jurisdiction of the area in which such rights of way or roads are located.

15. These covenants will remain in affect until changed by the owners or fifty percent (50%) or more of the lands herein concerned.

In witness whereof, the following landowners, representing 50% of the owners have executed this document on 12 day of May 1998.

Benjamin A. Bloate
Ray J. [unclear]

Dave B. Hallett

B. [unclear] Podarson

Joel [unclear]

James M. [unclear]

Ronald D. Bedenings

Ronald [unclear]

James [unclear]

W. J. [unclear]

My [unclear]

Gary F. Evans

On this 14 day of May 1998, Before me the undersigned notary public personally appeared the above signed homeowners of Antelope Meadows whose names are subscribed to the within instrument, are acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and official seal on the day and year first above written.

Gary F. Evans



NOTARY PUBLIC for the State of Montana
Residing at Ennis, Montana
My Commission Expires July 30, 2000

Filed for record on the 24th day of JUNE A.D. 1998
9:00 o'clock A. M. and recorded in Book 420 RECORDS
Page 423 - 425 of Ennis County, Montana.
By [Signature] County Recorder Deputy
Fee \$ 18.00 Return to GARY F. EVANS
P.O. BOX 1112
ENNIS, MT 59729



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BOOK 258 PAGE 632

ANTELOPE MEADOWS
PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Antelope Meadows, a Limited Partnership, (Declarant) is the owner of that certain property as follows:

Lots 1, 2 and 3 as shown on Certificate of Survey filed Book 7 of Plate page 138, records of Madison County, Montana.

And that certain 33.783 acre tract situated in the NE¹/₄ of Section 5, T6S, R1W, N.P.M., according to the Certificate of Survey filed in Book 7 of Surveys page 145, records of Madison County, Montana.

and desires to subject all of said lands and sites comprising said lands to the protective covenants, conditions, restrictions and reservations hereinafter set forth and referred to as "covenants."

NOW THEREFORE, with prime consideration for the ecology and esthetics of the property, Declarant does hereby establish a general plan for the protection, maintenance, development and improvement of said land and such covenants are for the mutual benefit of all sites to comprise said land, and Declarant has fixed and does hereby establish the covenants upon said land for the mutual benefit of the sites comprising said property and of each owner thereof, and such covenants shall run with the land and shall inure to and pass with each and every parcel or site therein, and shall apply to and bind and benefit the respective owners, their successors and assigns.

SAID COVENANTS ARE AS FOLLOWS:

1. Said land shall be used for Residential purposes only. No building erected on said land shall be erected nearer than thirty (30) feet to any boundary along a street, or nearer than twenty-five (25) feet to any of the other boundary lines of said lot. For the purpose of this covenant, eaves, steps and open porches and carports shall be considered as a part of the building.
2. No main residential structure (i.e., on-site constructed, prefabricated or modular home) shall be permitted on any lot, the habitable floor space of which, exclusive of basements and garages, is less than 1200 square feet.
3. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the principal buildings shall be permitted.
4. Once construction shall have been initiated on any structure, including walls, residence, ancillary buildings or other structure, construction of that particular structure, wall, fence, residence, ancillary building or other structure shall be completed within one (1) year of the time such construction is initiated.
5. Said land shall not be occupied or used for any noxious or offensive activity and nothing shall be done or permitted on said lands which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding lands, including the disposal of trash, which cannot be burned, but must be taken to the appropriate refuse disposal facilities.
6. The owner of each building tract shall provide adequate off-the-road parking, not located upon road easements, suitable to the nature of his improvements.
7. No structure of a temporary character, trailer, mobile home, tent, shack, basement apartment or other similar structure be moved onto the tract to be used as a residence.



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