

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That John B. Thielen and Irene H. Thielen of Box 847, Ennis, Madison County, Montana (Declarants) are the owners of the following described property:

Tracts 1, 2, 3 and 4 of the Elkhorn Subdivision, the plat of which is recorded in Book 4 of Plats, page 139, records of Madison County, Montana.

and the foregoing owners desire 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 aesthetics 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, the Declarants have fixed and do hereby establish the covenants upon said lands for the mutual benefit of the sites comprising said property and 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, 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 basement and garage is less than 1200 square feet.

3. Appropriate ancillary buildings with no minimum dimensions in keeping with the architecture of the principal building 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 shall be moved onto the tract to be used 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 3.00 acres and no property sold shall subsequently be subdivided.

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. Owners agree 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 violating or attempting to violate any covenant, and the benefits of these covenants shall be enforceable by the Declarants 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 the same.

14. All rights of owners in rights of way or roads for access appurtenant to the land herein described shall be deemed dedicated to the public and become a 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 having jurisdiction of the area in which such rights of way or roads are located.

15. The covenants herein contained shall be deemed prospective in operation and shall not be interpreted to require modification of existing structures until the title to the property concerned is conveyed or sold to a person not signing these covenants.

16. These covenants shall be deemed to expire twenty (20) years from the date hereof unless extended by an instrument filed for record within said period executed by the owners of fifty percent (50%) or more of the lands herein concerned.

IN WITNESS WHEREOF, Declarants have executed this document on this 14 day of Feb, 1985.

John B. Thielen
JOHN B. THIELEN

Irene H. Thielen
IRENE H. THIELEN

STATE OF Florida,)
County of Manatee,) ss.

On this 14 day of February 1985, before me, the undersigned Notary Public, personally appeared JOHN B. THIELEN and IRENE H. THIELEN, known to me to be the persons whose names are subscribed to the within and foregoing instrument and 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.

Dan H. [Signature]
Notary Public for State of
Residing at Stuart, Florida
My commission expires

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 12, 1986

Filed for Record on the 19th. Day of FEBRUARY, 1985 at 11:01 O'clock A.M. and recorded in BOOK 307 of RECORDS on PAGE 119 - 121, Records of Madison County, Montana.

Fee \$7.50

Return To:

C. L. JONES, CITY

Lorraine P. Molitor, County Clerk and Recorder