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BOOK 420 PAGE 423

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

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.

Bonnie Apta Monte
Ray Smith

Bridgette Padgett

James Montoya

Ronald L. E.

W. J. Hutchinson

My Nelson

Dary F. Evans

Dane B. Hallett

Joel T.

Ronald D. Beden

James Brown

On this 11 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

Recorded on the 24th day of JUNE, A.D. 1998

at 9:00 o'clock A. M. and recorded in Book 420 Page 423

County, Montana.

By Gary F. Evans Deputy

Fee \$18.00 Return to GARY F. EVANS
P.O. BOX 1112
ENNIS, MT 59729

Filed for record on the 4th day of August A.D., 1980 at 3:32 O'clock
P.M., and recorded in Book 271 of RECORDS on Page 187, Records of Madison

County, Montana.

Fee \$ 2.00

Return to: ROY L. REED

B ox 645, Ennis, Mt. - 59729

Lorraine P. Molitor
LORRAINE P. MOLITOR, CLERK & RECORDER
BY

Indexed D.B.
Platted ✓

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BOOK 271, PAGE 187

EXHIBIT B

AMENDMENT TO PROTECTIVE COVENANTS OF ANTELOPE MEADOWS

KNOW ALL MEN BY THESE PRESENTS:

Antelope Meadows, a limited partnership is the owner of
certain property as follows:

Lots 1 through 14 of Antelope Meadows No. 3 Subdivision, the plat of
which is recorded Book 4 of Plats, page 150, records of Madison
County, Montana.

WHEREAS, the said lands are presently, by another description,
as contained in certificate of survey filed in Book 7 of Plats,
page 108, records of Madison County, Montana, and;

WHEREAS, it is the desire that certain of the last mentioned
lands shall be subject to further Protective Covenants;

Now, THEREFORE, the owners do hereby declare the following
as additional Protective Covenants to apply to Antelope Meadows
No. 3:

1. Any subdivision of a lot to a size smaller than that
shown upon the final plat of said subdivision as recorded in
the records of Madison County, Montana shall, before the filing
of said plat, be submitted to the County Planning Board of Madison
County or any other advisory body holding such position for the
purpose of approval by said body.

2. That except as herein modified, the Protective Covenants
heretofore filed herein and appearing in Book 258, page 632,
records of Madison County, Montana are in all respects ratified
as originally set forth therein.

IN WITNESS WHEREOF, the declarant has caused this instrument
to be executed this 3rd day of April, 1980.

ANTELOPE MEADOWS, a limited
partnership

By Roy L. Reed
General Partner

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

On this 3rd day of April, 1980, before me, the under-
signed Notary Public, personally appeared ROY L. REED, known to
me to be the General Partner of the limited partnership above-
named and known to me to be the person whose name is subscribed
to the within instrument and acknowledged to me that he executed
the same.

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

Residing at Ennis, Montana
My Commission Expires

William L. Lyle
Notary Public for State of Montana

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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 109, records of Madison County, Montana.

And that certain 33.793 acre tract situated in the NE $\frac{1}{4}$ of Section 5, T6S, R1W, A.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.

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 on any subdivision of the lands indicated 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 per cent (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 shall be deemed to expire 20 years from the date hereof unless extended by an instrument filed for record within said period executed by the owners of fifty per cent (50%) or more of the lands herein concerned.

IN WITNESS WHEREOF, declarant has executed this document on this 15 day of ~~MAY~~ ^{JUNE} 1978.

ANTELOPE MEADOWS, a limited partnership

By Roy L. Reed
GENERAL PARTNER

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

On this 15th day of ~~May~~ ^{June}, 1978, before me the undersigned Notary Public, personally appeared ROY L. REED, known to me to be the General Partner of the limited partnership above named and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for State of Montana
Residing at Ennis, Montana
My commission expires at Ennis, Montana
My Commission Expires August 30, 1979

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Filed for Record on the 16th day of June, A.D., 1978 at 9:02 O'clock A. M.,
and recorded in Book 258 of RECORDS on Page 632 - 633 Records of Madison County,
Montana.

Fee \$ 4.00

Return to: REED REAL ESTATE

Box 645, Ennis, Mont. 59724

LORRAINE P. MOLITOR
LORRAINE P. MOLITOR, COUNTY RECORDER
By [Signature] Deputy