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46612  
PROTECTIVE COVENANTS

Book 234, Page 45

Lots 1 to 327 inclusive  
SHINING MOUNTAINS TRACT

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KNOW ALL MEN BY THESE PRESENTS:

The Shining Mountains, a Limited Partnership (Declarant), is the owner of that certain property described as "The Shining Mountains" as shown by the plat thereof recorded in the records of Madison County, Montana. Declarant intends to sell, dispose of and convey sites as set forth and delineated on such plat, and desires to subject all of said lands and the 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 now comprising 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 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. Declarant will cause a non-profit corporation, or similar entity, to be formed to administer all matters regarding architectural approval, surface water rights, location and procedures applicable to the drilling of water wells within the various easements, the overseeing and maintenance of all common areas and the receipt and expenditure of moneys through such entity. The control of this entity shall pass to the property owners within The Shining Mountains on a one share for one parcel basis. The effect of which will be that when fifty-one percent of the sites within The Shining Mountains are sold, said control will pass from the original Board to the property owners. Declarant reserves to the non-profit corporation, or similar entity, all surface water rights.
3. Plans of all structures or other types of housing that are to be built or placed on the parcels must be approved by the non-profit corporation, or similar entity. Said corporation or entity will have the right to grant exceptions to the Architectural Covenants contained herein.
4. No main residential structure (i.e., on-site constructed, pre-fabricated or mobile home) shall be permitted on any lot, the habitable floor space of which, exclusive of basements and garages, is less than 600 square feet.
5. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the principal buildings shall be permitted with approval of the non-profit corporation or similar entity.

6. No trailer, camper or comparable recreational vehicle, or other form of camping accommodation shall be placed upon the premises in other than a temporary manner. Such facilities, when applicable, shall retain a status as vehicles and must be duly licensed as such and shall not be permitted to remain unoccupied on the premises in excess of thirty (30) days in any one year unless housed in an approved structure.

7. Any building erected upon any of said lots which is constructed of wood, stucco, cement, or metal, shall be painted or stained on the exterior, or shall have the color mixed in the final coat.

8. Once construction shall have been initiated on any structure, including walls, fences, residences, 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 was initiated. Such time periods may be extended under unusual circumstances in the discretion and with the written approval of the non-profit corporation or similar entity.

9. Said land shall not be occupied or used for any noxious or offensive activity and nothing shall be done or permitted to be done 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.

10. All zoning and other laws, rules and regulations of any government under whose jurisdiction said land lies are considered to be a part hereof 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. Declarant reserves unto itself all metals, minerals and all petroleum, natural gas and hydro-carbon in or under said land.

13. No property conveyed shall consist of less than 5+ acres and no property so sold shall subsequently be subdivided into tracts of less than 5+ acres.

14. 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 lands divided from The Shining Mountains.

JANUARY 6, 1972  
Dated

STATE OF MONTANA )  
COUNTY OF MADISON ) ss

THE SHINING MOUNTAINS  
A Limited Partnership

*Don Mallas, General Partner*  
DON MALLAS, General Partner

On JANUARY 6, 1972, 1972, before me, the undersigned, a Notary Public, in and for said State, personally appeared DON MALLAS known to me to be the General Partner of the Partnership that executed the within instrument, and acknowledged to me that such Partnership executed the same.



*Notary Public*  
Notary Public

RESIDING AT CUNIS, MONT  
-2- COMM. EXP. MAR 2, 1973

Filed for record on the 31st day of  
January A.D. 19 72 at 11:15  
o'clock A.M., and recorded in Volume 234  
of Deeds on Page 45 & 46  
Records of Madison County, Montana  
By *Chester L. Jones*  
County Recorder  
Fee \$4.00 Return to Chester L. Jones