

SWANLAND RECREATION SITES

DECLARATION OF RESTRICTIVE
COVENANTS

Dated

Filed July 31, 1967

at 9:00 A.M.

Recorded in Book 8
of Micro., page 711

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned are the owners of all the lots in Swanland Recreation Sites, a platted subdivision in Missoula County, Montana, which plat was filed with the Clerk and Recorder of said County on June 6, 1967, which was recorded in Book 8 of Plats, Page 64, Records of said County and

WHEREAS, the undersigned are the owners of all the lots in said subdivision and desire to place restrictive covenants upon said lots for the use and benefit of themselves as present owners and for the benefit of future owners,

NOW, THEREFORE, this Declaration of Restrictions and Conditions is made to apply to each and all of the lots in said Swanland Recreation Sites, which is located in Missoula County, Montana in Sections 17 and 18, Township 20 North, Range 16 West, P.M.M.

All persons who now own or who shall hereafter acquire any interest in and to the above described property located in Swanland Recreation Sites shall be taken and held to agree and covenant with the owners of the lots in said Subdivision, and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and conditions as of the use thereof, and as to the construction of dwellings and improvements thereon, except the exceptions for each lot as noted in the following:

(These covenants and restrictions are designed to provide a uniform plan for the development of the whole of said Subdivision).

1. All said Subdivision lots except No. 6, Block 1 and No. 1 of Block 2, shall be used in connection with residential uses and recreational pursuits only, so long as their presence is not offensive by sight, odor, noise, or do not present any other discomfort or annoyance to the neighborhood or adjoining lot owners. No swine, goats, fowl or cattle shall be permitted on said premises, nor shall any animals be raised or cared for on said premises on a commercial basis. Lot 2, Block 2 can have fowl and not over five head of cattle. No more than 2 dogs and 2 horses shall be allowed on any one lot in this Subdivision on a permanent basis and shall be kept under fenced conditions or manual control at all times.

2. Said lots, except Lot 6, Block 1 and Lots 1,2,3, & 4 of Block 2, shall be improved only by the erection of one family dwelling houses, or trailer houses, not to exceed one dwelling per lot, together with the usual outbuildings. No tarpaper or unpainted metal shacks shall be permitted upon any lots.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood or adjoining lot owners.

4. No residence shall be located on any lot nearer than 20 feet to any lot line. No detached garage or any outbuilding shall be located nearer than 10 feet to any lot line. For the purpose of this covenant, eaves and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

5. No lot, except Lots 2, 3 and 4, Block 2, of the original platted area shall be subdivided, or sold in part. Lot lines of Lots 12 and 13 in Block 2 can be rearranged.

6. Easements for installation and maintenance of public utilities are to be granted by the owner of the lots involved. Easements for a 20 foot access road across the rear of lots 8 and 9, Block 2, to Lot 7, Block 2 shall be granted.

7. No building site shall be used or maintained as a dumping or storage ground for rubbish or old automobiles, trucks or buses. Trash, garbage or other waste shall be kept and maintained in sanitary containers or sanitary condition. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

8. Lot 11, Block 2 shall be owned in equal parts by the owners of the other lots in Swanland Recreation Sites. Lot 11, Block 2 shall contain no permanent living dwelling and will be used for recreational activities, such as picnicking, swimming and fishing only. No campers, trailers or tents shall be permitted. It is the intent that this area shall be fenced and kept under lock for the use of Swanland Recreation Site owners only.

8a. No plumbing connections leading from the well on Lot 11, Block 2, to other lots shall be permitted.

8b. No modifications or improvements to Lot 11, Block 2, shall be made without agreement of majority of property owners. Any modifications or improvements agreed upon by a majority shall be for the use of all owners.

9. All permanent installations of sewer disposal systems and water supply systems shall be located and constructed in accordance with the Sanitary Restrictions for Swanland Recreation Sites approved by the State Board of Health and on file in the Missoula County Court House and dated June 7, 1967.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming unto them for a period of 10 years from the date these covenants are recorded, after which time these covenants shall be extended for successive period of 5 years unless changed in whole or in part as hereinafter stated.

11. These covenants may be changed in whole or in part at any time by an instrument in writing signed by the majority of the owners of the lots affected thereby, recorded in the office of the Clerk and Recorder, Missoula County, Montana.

12. These covenants and restrictions may be enforced by any lot owners by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

13. Invalidation of any one of these covenants by judgment or Court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

LLOYD EMERSON McDOWELL
META K. McDOWELL

Acknowledged State of Montana, County of Flathead, on July 28, 1967, before Charles R. White, Notary Public for the State of Montana, residing at Kalispell, Montana, by Lloyd Emerson and Meta K. McDowell, husband and wife. Commission expires January 2, 1968. (Notarial Seal)