

SWAN TERRACE SHORES---SUBDIVISION RESTRICTIONS

Developed by NICHOLSON, INC.

1. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plat plan showing the location of the structure have been approved in writing as to quality of workmanship and materials, harmony of external design with existing or planned structures, and as to location by a committee composed of officers of Nicholson, Inc., or by a representative designated by a majority of the officers. In the event said officers, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event if no suit to enjoin the erection of said building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the officers, nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
2. LAND USE AND BUILDING TYPE: No building shall be erected, altered placed or permitted to remain on the premises other than one detached single family dwelling not to exceed two stories in height, and one garage or boat house.
3. DWELLING SIZE: No dwelling or main residential structure shall be permitted on any building site, the ground floor area of which, exclusive of basements, porches, and garages, is less than 600 square feet of living area.
4. TEMPORARY STRUCTURES: No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence, either temporarily or permanently.
5. SIGNS: No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or such signs used by a builder to advertise the property during the construction and sales period. Said signs shall not be illuminated and the location and design thereof shall be subject to the approval of the architectural control committee; as above-provided in paragraph 1.
6. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises except dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

"SCHEDULE A"



7. GARBAGE AND REFUSE DISPOSAL: No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage, waste or refuse shall be deposited in the lakes or streams on or near the property.

8. WATER SUPPLY: No individual water supply system shall be permitted on any building site unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Montana State Board of Health, or other appropriate public regulating agency.

9. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any building site unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Montana State Board of Health, and unless said system consists of septic tank of proper size and cesspools and drainfields as required by the Montana State Board of Health, or other appropriate public regulating agency.

10. NUISANCE: No noxious or offensive activity shall be carried on upon the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighboring area. No equipment or process shall be used in conduct of any profession permitted to be pursued on the premises.

11. ANY WAIVER OR CHANGE OF THE ABOVE RESTRICTIONS IN WHOLE OR IN PART MAY BE GIVEN UPON WRITTEN CONSENT AUTHORIZED BY A MAJORITY OF THE OFFICERS OF NICHOLSON, INC.

12. ENFORCEMENT Enforcement shall be 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; invalidation of any one of the covenants by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

NO PROPERTY OWNED BY NICHOLSON, INC., OTHER THAN THE PARTICULARLY DESCRIBED TRACT SHALL BE DEEMED SUBJECT TO THESE RESTRICTIONS, CONDITIONS, AND COVENANTS UNTIL SPECIFICALLY MADE SUBJECT THERETO.