

AMENDMENT TO DECLARATION OF COVENANTS OF
WHISPERING SWAN COVE, A LAKE COUNTY SUBDIVISION

The undersigned, being the declarant and owner of property submitted for subdivision in Lake County, Montana, does hereby record, impose and restrict property for use under the terms and conditions of this declaration.

This Amendment is to amend the Declaration of Covenants and Restrictions of Whispering Swan Cove, a Lake County Subdivision (hereinafter Declaration of Covenants) recorded on February 18, 1997, at Microfilm 380030 of Lake County, Montana.

The property affected is located in Lake County, Montana and is more particularly described as follows:

Government Lot 2, Section 24, Township 26 North, Range 19 West, P.M.M. Lake County, Montana, described as follows: Beginning at the Northwest corner of Government Lot 3 (Northeast corner Gov't. Lot 2), which is a found axle; thence, South 425.00 feet to the approximate mean-low-mark of Swan Lake; thence N. 80°24'29"W, along said M-L-W-M 1338.93 feet to a point on the West boundary of said Government Lot 2; thence, N.00°09'46"E, along said West boundary 195.00 feet to a set iron pin and the Northwest corner of said Government Lot 2; thence N.89°42'03"E, along the North boundary of said Gov't. Lot 2 a distance of 1319.68 feet to the point of beginning. Further identified as being Tract 1 on Certificate of Survey No. 5011, on file and of record in the office of the Clerk and Recorder of Lake County, Montana.

Covenant No. 5 of the previously recorded Declaration of Covenants is hereby amended to read in its entirety as follows:

Covenant No. 5: All structures and improvements to be built on the property of this subdivision shall comply with the following requirements:

- a) No structure, including satellite antennas, shall be located on any tract closer than 25 feet to a property boundary, nor closer than fifty feet from the high water mark of Swan Lake.
- b) No structure shall be built except one single family dwelling with not less than 2,000 square feet finished ground floor living area, if the residence is a single story, ranch-style home. If the residence contains a loft or balcony, or a second story or full basement, then the finished ground floor living area shall not be less than 1,400 square feet. Living area does not include garage space.
- c) An owner may construct additional outbuildings located on each lot including but not limited to a garage, shop storage building or guest cottage.

- d) No galvanized or factory painted metal sidings or roofs shall be used on the exterior of permissible structures. Owners may install a metal roof provided it is dark and nonreflective in color. Wooden shake roofing on residential and appurtenant structures is prohibited.
- e) The architectural design of all structures erected or placed on the property shall be similar to and compatible with that of other structures on the property.
- f) Each dwelling shall be fully completed externally, including siding and/or masonry, paint and roof, ground rough graded, soffits, fascia trim, windows, steps, sidewalk installed and building debris removed within one year from the time construction starts on such building. Plumbing fixtures and utilities must also be completed within this one year.
- g) No temporary building or partly finished building or structure, including basements, tents, trailers, camper trailers or truck-mounted campers shall be erected or placed upon the property to be used as a permanent dwelling. No property owner shall install, bring onto the property, or reside in permanently, a trailer, mobile home, double-wide, or any other prefabricated structure designed to be hauled or moved on wheels, regardless of date of manufacture, number of sections or cost or design. This exclusion shall apply to all modular homes, regardless of design or manufacture. Notwithstanding the foregoing, covenant No. 5(g) shall not be construed to prevent temporary guests from using or occupying tents, trailers, camper trailers, truck-mounted campers or recreational or camping vehicles while visiting the owner; nor shall these covenants prevent the owners from using or occupying such property on a temporary basis prior to completion of a permanent dwelling. Temporary shall mean continuous use for less than one month.
- h) Placement or storage of recreational or camping vehicles or apparatus for use off the premises is allowed. Notwithstanding the foregoing, covenant 5(h) shall not be construed to prevent temporary guests from using or occupying tents, trailers, camper trailers, truck-mounted campers or recreational or camping vehicles while visiting the owner; nor shall these covenants prevent the owners from using or occupying such property on a temporary basis prior to completion of a permanent dwelling. Temporary shall mean continuous use for less than one month.
- i) No preconstructed or old building, whether intended to be used in whole or in part as the main residential structure or as a garage or other outbuilding shall be moved upon any lot. This does not preclude the use of some used materials in construction, such as used brick, previously used beams other support structure, provided siding and finishing is otherwise new.
- j) An owner shall obtain a Building notification Permit from Lake County services prior to the construction or modification of any dwelling unit on the property.

k) No fences (except for a privacy fence or screen of less than 50 feet in length) shall be constructed or placed on the property, except that an owner may fence a tree or vegetable garden from damage from wildlife.

Except for this amendment to Covenant No. 5, the recorded Declaration of Covenants is hereby ratified and confirmed in all respects."

IN WITNESS WHEREOF, the Declarant has executed these amendments this 25th day of March, 1997.

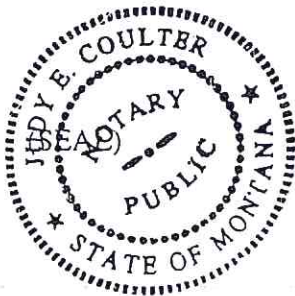
By: Clyde Potts
CLYDE POTTS

By: Barbara Potts
BARBARA POTTS

STATE OF MONTANA)
County of Lake) : ss.

On the 25th day of March, 1997, before me, the undersigned, a Notary Public for the State of Montana, personally appeared CLYDE POTTS and BARBARA POTTS, known to me to be the persons who executed the within instrument and acknowledged to me that they executed the same.

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



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Judy E. Coulter
Notary Public for the State of Montana
Residing at : Falson
My commission expires: 8-9-98

Clyde Potts
78067 Hwy. 83
Bigfork, MT. 59911

STATE OF MONTANA, COUNTY OF LAKE
Recorded At 11:02 O'Clock AM MAR 25 1997
380718 RUTH E. HODGES
Fees \$ 18.00 By Dicki Kiehe Deputy