

From: Elliott Associates, Inc

5032244911

06/27/2008 17:46

#926 P.012/017

FURTHER, KNOW ALL THESE MEN BY THESE PRESENTS that all persons, corporations, partnerships, companies and the like who now or shall hereafter acquire any interest in the property herein described shall hereby agree to, and covenant with, the owners of the lots in the Tee Six Acreage, and with their heirs, successors and assigns, to conform to, and observe the following restrictions, covenants and reservations as to the use thereof, and as to the construction of dwellings and improvements.

PURPOSES, USES & PERMITTED ACTIVITIES

1. Only one single-family residence will be allowed on the acreages along with appropriate outbuildings. No square footage will be imposed on the new residences.
2. Modular homes will be allowed, but must be placed on a permanent foundation. All modular homes must be new when first installed on the property. Mobile homes/trailers of any description shall not be considered single family residences. Further, the use of travel trailers or campers as permanent residences under this part is prohibited. Trailers and campers may be used as temporary residences during the first two years of ownership. Travel trailers and campers may be parked on the foregoing property.
3. Any structure erected shall comply with applicable zoning and building ordinances, and specifications of the Montana Electrical Code and Building Code in force at the time of the commencement of the construction.
4. All prospective purchasers shall take notice that the land in this unit is in the vicinity of existing agricultural activities which may affect a purchaser's use and enjoyment of their property.
5. Certain public services such as, but not limited to, school busing, snow plowing, and road maintenance, may not be provided by Teton County.
6. Each lot will have the option to be split once; but must be divided so that no acreage will be less than 70 acres. This is to conserve the open space of the area. Lots G and F cannot be split. Any splits must comply with all subdivision rules and regulations set by Teton County and the State of Montana.
7. No commercial feedlots will be allowed. Normal ag-related activities will be allowed, i.e. pasturing horses, 4-H calves, etc. Discretion must be used and practiced.
8. No over-grazing will be allowed. Landowners must be cognizant of overgrazing and watch their property carefully. Erosion control will be taken care of by limiting the number of animals to meet Soil Conservation Service specifications for overgrazing.

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9. Noxious weeds must be controlled. The land owned by each owner must be kept free of any noxious weeds found on the premises.
10. Disposal of human waste shall be by septic tank that meets the requirements of the Health Department of the State of Montana and Teton County. Such septic tank disposal system shall be constructed and maintained in accordance with the applicable rules and regulations of the State of Montana and Teton County.
11. No trash, waste, garbage, litter, junk, disabled vehicles, old broken-down machinery shall be thrown, dumped or left on any portion of the premises except in suitable containers, i.e. dumpsters. Disabled vehicles and machinery must be hauled away to a suitable dump site. Any burning shall be done in conformity with County and State regulations.
12. No noxious or otherwise illegal or offensive activity shall be carried out on any acreage known as Tee Six Ranch Acreages.

GENERAL PROVISIONS

All of the above restrictions, covenants and reservations are to run with the land and shall be binding on all parties, and all persons claiming under them for a period of five (5) years, after which time, these covenants shall be automatically renewed and extended for successive periods of five (5) years, unless an instrument, signed by a two-thirds majority of the owners of the lots, has recorded with the Office of the Clerk and Recorder for Teton County, thereby showing affirmatively that said majority agrees to the change in these covenants, either in whole or in part. Each lot, A through N, shall be entitled to one vote. In addition, if any of the lots entitled to be split in accordance with these covenants are in fact split, the new lot shall also be entitled to one vote.

The foregoing restrictions, covenants and reservations may be enforced by the Declarant, its assigns and or by any owner or owners of any lot in the acreage by instituting and prosecuting proceedings either at law or in equity, against the person or persons violating or threatening to violate, these restrictions, and covenants. Any person or persons who shall institute and prosecute any action successfully, may recover any damages resulting from any violation. It is expressly understood by any person or persons, purchasing any lot within the acreage that the court shall award reasonable attorney's fees and court costs to the substantially prevailing party.

It is expressly understood and agreed that if any restriction, covenant and reservation hereinabove contained, or any part thereof, is declared void, invalid or unenforceable, such invalidity or voidness, shall in no way affect any other restriction.

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05/07/2008 17:47

#926 P.014/017

IN WITNESS WHEREOF, Declarant has executed these restrictions, covenants,
and reservations on the day and year first above written.

Tee Six Ranch, Inc.

By: _____
Joe Kraft
President

STATE OF MONTANA)

ss.

County of Teton)

On this _____ day of May, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Joe Kraft known to me to be the President of Tee Six Ranch, Inc., and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana
Residing at _____, Montana
My commission expires: _____