

**THE PASTURE TOO SUBDIVISION
RESTRICTIVE COVENANTS AND EASEMENTS**

WHEREAS, EILEEN WOLFF-MILLER, FORMERLY EILEEN MARIE WOLFF, of 29510 SE 82nd Street, Issaquah, Washington 98027, is the owner of a parcel of land consisting of a five lot subdivision known as THE PASTURE TOO Subdivision, more particularly described as follows:

A tract of land located in Gov't Lot 12 of Section 19 and Gov't lot 2 of Section 30 both in T18N, R27W, also the NE 1/4 of Section 25 and the SE 1/4 of Section 24 both of T18N, R28W, P.M.M., Mineral County, Montana and described as follows: Commencing at the Southwest corner of Section 19; thence N89°39'15"E, 349.20 feet to the western edge of the Montana Rail Link R/W and the true point of beginning; thence on said R/W on a 5830 foot radius curve to the right on a chord N15°54'23"E, 903.31 feet; thence leaving said R/W N46°13'40"W, 246.59 feet; thence S37°42'00"W, 422.29 feet; thence N52°20'14"W, 564.82 feet to the Southern most R/W of Montana HWY 135; thence S37°34'06"W on said HWY R/W 60.00 feet; thence leaving said R/W S52°21'02"E, 182.58 feet; thence S52°26'04"E, 182.51 feet; thence S37°34'17"W, 119.52 feet; thence S37°34'27"W, 734.89 feet; thence N52°29'32"W, 365.01 feet to the Southern most R/W of Montana HWY 135; thence S37°34'06"W on said R/W 60.00 feet; thence leaving said R/W S52°29'32"E, 209.12 feet; thence S37°21'50"W, 455.70 feet; thence S61°23'52"E, 223.24 feet; thence S42°15'40"E, 283.31 feet; thence on a 716.30 foot radius curve to the right on a chord of N76°11'10"E, 534.68 feet; thence S81°53'56"E, 400.00 feet to the western most edge of Montana Rail Link R/W; thence on said R/W the following three courses: N08°06'08"E, 63.31 feet; on a 5780 foot radius curve to the right on a chord N10°01'18"E, 387.17 feet; S89°31'08"W, 51.20 feet back to the point of beginning and containing 28.494 acres.

Also that portion South of the St. Regis River described as follows: Commencing at the Northeast corner of Section 25; thence S24°25'27"W, 774.23 feet to the point of beginning; thence S56°49'44"E, 662.69 feet to the Western most edge of Montana Rail Link R/W; thence on said R/W N08°06'08"E, 331.86 feet; thence N81°52'27"W, 400.00 feet; thence on a 416.30 foot radius curve to the left on a chord S83°45'03"W, 206.71 feet back to the point of beginning and containing 2.563 acres which is a portion of Lot 5 of this minor subdivision. Total subdivision contains 31.0576 acres.

WHEREAS, said owner of the above-described property desires to place restrictions on all or portions of said property for the use and benefit of future owners;

NOW, THEREFORE, the following declaration of restrictive covenants shall apply to all of

the property described above:

1. No sale, manufacture or storage of any alcoholic beverage shall be conducted by any business on the above described property.

2. The use of these parcels shall be primarily for commercial or light industrial purposes. However, residential use will be allowed. No factory or facility of any kind engaging in heavy industry shall be allowed. Repair shops are allowed; however, all repairs must be done inside a building, and anything waiting to be repaired shall not be stored outside a building for more than Twenty four (24) hours.

3. There shall be no parking, nor any permanent structures built on any of the road easements.

4. All utilities shall be buried underground except the power line which currently crosses the subdivision.

5. Each of the five lots must be maintained with at least ten per-cent of its area in grass or landscaping. Any landscaping used to meet the ten per-cent requirement must include at least fifty per-cent grass, shrubs, trees, or other foliage. Property owners must follow the Mineral County Weed Policy. Any disturbed ground not used for buildings or parking lots must be reseeded or landscaped within six months of the time it is disturbed. Road dust control measures must be used on any roads or parking lots which are not paved.

6. Property owners whose lots are affected by the 100 year flood plain must follow Mineral County Floodplain regulations. Any permits required from Mineral County Soil Conservation District shall be obtained for any work below the highwater mark.

7. These covenants are to run with the land and shall be binding upon all parties claiming it for a period of ten (10) years from the date of this instrument, after which time said restrictions automatically shall be extended for successive periods of ten (10) years unless changed in whole or in part as hereinafter stated.

8. These restrictions may be changed in whole or in part at any time by an instrument in writing by Eighty per cent (80%) of the owners of THE PASTURE TOO Subdivision, whose signatures shall be duly acknowledged and the writing recorded in the office of the Mineral County Clerk and Recorder. Multiple owners of any one lot shall be considered one owner.

9. These restrictions may be enforced by any owner of the above-described property by proceedings at law or in equity against any person or persons violating or attempting to violate this restriction, either to restrain violation or to recover damages. The undersigned shall likewise have the right, but not the obligation of enforcing these restrictions in the manner provided herein.

ROAD MAINTENANCE

There shall be no parking on any of the road easements.

The road on the Northwesterly end of the subdivision, 60 feet in width, commencing at the Easterly edge of Highway 135 and terminating at a point 40 feet beyond the Northwesterly corner of Lot 2; the road at the Southwesterly edge of the subdivision, 60 feet in width, commencing at the easterly edge of Highway 135 and terminating at a point 40 feet beyond the Southwesterly corner of Lot 4; and the 40 foot road on the Westerly boundary of Lots 2, 3, and 4 are private roads and are hereby dedicated for the use and benefit of Lots 1 through 5 of the subdivision.

For the purpose of maintaining and repairing the roads, there is hereby created THE PASTURE TOO Subdivision Road Users Association. This is an unincorporated association. The owners of Lots 1 through 5 shall be the members of the association, and are bound by the provisions of this covenant. Each lot shall be entitled to one (1) vote. Pursuant to a decision to repair or maintain, such owners shall initiate the repair or maintenance within thirty (30) days, unless otherwise agreed. If any of the lot owners fail to pay their share of the repair or maintenance cost, the association shall have the right to collect. The association shall be entitled to costs, attorney's fees and interest at the highest legal rate from the day of invoice payment, in the event suit is initiated to collect from a delinquent owner or to enforce this covenant in any other respect. This covenant shall be deemed, and is intended, to run with the land, and shall be binding upon the owners, their heirs, personal representatives, successors, and assigns, until such time as said roads shall be dedicated to, and accepted for use as a public road by a government entity.

Annual meetings will be held to decide the nature and extent of the improvements and maintenance. Non-user lot owners, such as lot owners who have vacant lots and have not built on them or utilized

them, shall not be required to share in the expense of general maintenance such as Spring and Fall grading and Winter plowing. Non-users shall, however, share in the expense of major improvements such as additional graveling, dust coating, or paving, provided, however, any major improvements will only be done upon a majority vote of the lot owners.

It is understood that each of the roads does not provide equal benefit to all of the lots within the subdivision. In this regard, Lot 5 shall only be involved with and responsible for its proportionate share of maintenance and repair costs related to the road on the Southwesterly end of the subdivision. Additionally, Lot 1 shall only be involved with and responsible for its proportionate share of the repair and maintenance associated with the roads on the Southwesterly end and the Northwesterly end of this subdivision, and shall not include the road on the Westerly boundary of Lots 2, 3, and 4. Finally, Lots 2, 3, and 4 shall be responsible for and involved with the maintenance and repair on all three (3) of the roads.

The use of a portion of the easement at the Southwesterly edge of the subdivision, which is a portion of Lot 1, has previously been granted to owners of all lots in THE PASTURE Commercial Subdivision.

The use of portions of the 60 (sixty) foot wide easement at the Northwesterly edge of the subdivision, which is a part of Lot 1, has previously been granted to owners of all lots in THE PASTURE Commercial Subdivision, the Tract of land created by Certificate of Survey #361B, The St. Regis Sewer Board, and to Lot 3 Amended--Certificate of Survey #438.

Use all of the 60 (sixty) foot wide easements which are a part of Lot 1, and the 40 (forty) foot wide easement across the northwesterly side of Lots 2, 3, and 4 of THE PASTURE TOO, may be granted by the undersigned in the future to any or all of the five lots in THE PASTURE Commercial Subdivision and to the Tract of land created by Certificate of Survey #361B.

The owner of any lot, who accepts an easement to use the roads in THE PASTURE TOO, will become a member of the Road Users Association; and will be responsible for his share of the maintenance of all of the roads.

The 40 (forty) foot wide easement across the Northwesterly side of Lots 2, 3, and 4 and the 60 (sixty) foot wide easements on Lot 1 are for use by all of the lots in THE PASTURE TOO Subdivision. These easements shall be appurtenant to the lands benefitted, as described above.

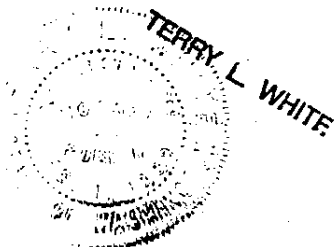
Dated this 16 of Dec., 1996

Eileen Wolff-Miller
Eileen Wolff-Miller

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 16 day of Dec., 1996, before me, the undersigned, a Notary Public for the State of Washington, personally appeared Eileen Wolff-Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



Terry L. White
Notary Public for the State of Washington
Residing at King
My commission expires 0-1-1999

Instrument No. 82863

I certify that I received this instrument for record on this 21st day of April 1997, A.D. at 10:39 o'clock A.M. and that it is recorded in Drawer No. 2 of Misc. Real Estate records of Mineral County, State of Montana, on Card No. 4957
Shirley Mancini

Return To:
Filed in Office
The Pasture Too Minor
Sub File

County Recorder
By Anita E White
Fee \$ 30⁰⁰ Paid