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Spokane Co, WA

WHEN RECORDED RETURN TO:

Margaret L. Arpin
Arpin Law Office
104 S. Division St., Suite E
Spokane, WA 99202

AMENDED DECLARATION OF COVENANTS AND CROSS EASEMENTS

Grantors: Ronald M. Stoddard, an individual; Frank J. and Sharon L. Bouten, husband and wife and Trustees of Qualified Personal Residence Trust Agreement; Thomas W. and Shirley J. Poage, husband and wife; and Theresa Osterhaus, an individual
Grantees: Ronald M. Stoddard, an individual; Frank J. and Sharon L. Bouten, husband and wife and Trustees of Qualified Personal Residence Trust Agreement; Thomas W. and Shirley J. Poage, husband and wife; and Theresa Osterhaus, an individual
Legal Desc: SE1/4 of Section 6, Township 26 North, Range 43 East, W.M., Spokane County, Washington
Parcel No: 36064.9101, 36064.9122, 36064.9128, 36064.9131, 36064.9132, 36064.9133, 36064.9134
Ref. No. 8206220264, Book 596 Page 511, 5109600

DECLARATION OF COVENANTS AND CROSS EASEMENTS

THIS DECLARATION has been made this 2ND day of November, 2004, by Ronald M. Stoddard, an individual; Frank J. and Sharon L. Bouten, husband and wife and as Trustees of Qualified Personal Residence Trust Agreement; Thomas W. and Shirley J. Poage, husband and wife; and Theresa Osterhaus, an individual (hereinafter referred to collectively as "Declarants"). This Declaration of Covenants and Cross Easements supercedes and replaces the Road Easement Agreement dated June 17, 1982, and recorded June 22, 1982, under Auditor's File No. 8206220264

AMENDED DECLARATION OF COVENANTS - 1

R. L. Excise Tax Exempt
Date *10 2004*
Spokane County Treas.
By *Chilbert*



and the Declaration of Covenants and Cross Easements dated July 24, 2004, and recorded June 22, 1982, under Auditor's File No. 5109600.

PREAMBLE

Declarants are the owners of certain real property located in Spokane County, Washington, comprised of the properties termed Parcels "A" through "E" (hereinafter referred to collectively as the "Entire Parcel"). Frank and Sharon Bouten are the legal owners of Parcels A and B; Theresa Osterhaus is the legal owner of Parcel C; Thomas and Shirley Poage are the legal owners of Parcel D; and Ronald Stoddard is the legal owner of Parcel E; Declarants own Parcel F in common. Said parcels are legally described in Exhibit "A" attached hereto.

Declarants intend to establish, by this Declaration, the burdens and benefits regarding the private road traversing the real property legally described in Exhibit B and known as Meadow Ridge Lane, the associated drainage facilities and utilities appurtenant thereto so as to bind Declarants, and their successors in interest to each Parcel; specifically, to provide covenants and reciprocal easements for pedestrian and vehicular ingress, egress, passage and traffic and for utilities in, over, across, through and adjacent to the Private Road.

ARTICLE I
Definitions

1.01 Occupant. The term "Occupant" shall mean Declarants and their successors and assigns (including mortgagees), and any person who shall be from time to time entitled to the use and occupancy of any area located within the Entire Parcel under a lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.



1.02 Owner. The term "Owner" shall mean each individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding an ownership interest in fee in any part of the Entire Parcel.

1.03 Private Road. The term "Private Road" shall mean the private road constructed through and over the property legally described in Exhibit "B," known as Meadow Ridge Lane.

1.04 "Common Area" means those portions of the Property to be managed and maintained by the Owners for the benefit of the Owners, consisting of a (a) an easement for the private road and other Easements for the common use of the Owners of the Parcels, as recorded in public records, shown of the Record of Survey dated April 22, 2004 and recorded under Spokane County Auditor's No. 5060723, or set forth in this Declaration, and (b) gates, lights, sprinklers, landscaping, drainage ponds and facilities and other areas held for the common use of the Owners of the Entire Parcel, as on and along the private road known as Meadow Ridge Lane.

1.04.01 Common Area "A" is that portion of the Common Area from the intersection of Meadow Ridge Lane and Mill Road running west to the eastern boundary of Parcel B. Common Area "A" is more specifically defined in Exhibit C.

1.04.02 Common Area "B" is that portion of the Common Area from the eastern boundary of Parcel "B" to the western boundary of Parcel A. Common Area "A" is more specifically defined in Exhibit D.

1.05 Permittees. The term "Permittees" shall mean and all Occupants and all customers, employees, licensee and other business invitees of Occupants.



1.06 Benefitted Estate. The term "Benefitted Estate" shall mean and refer to those portions of the Entire Parcel which are benefitted by the easements and rights hereinafter set forth and constitute the dominant estate.

1.07 Burdened Estate. The term "Burdened Estate" shall mean and refer to those portions of the Entire Parcel which are burdened by the easements and rights hereinafter set forth and constitute the servient estate.

ARTICLE II
Easements

2.01 Grant of Easements. The following reciprocal easement are hereby granted for the benefit of the Entire Parcel and to all Owners for use by the Owners and their respective Permittees:

2.01.01 Vehicular Easements. Nonexclusive easements for the purpose of unobstructed vehicular traffic over, upon, and across the Private Road and the public streets now and hereafter abutting or located on any portion of the Entire Parcel; limited, however, to those portion of the Entire Parcel which are improved by the Owner thereof from time to time for vehicular access ways in conformity with this Declaration.

2.01.02 Drainage Easements. Nonexclusive easements for the purpose of operating and maintaining drainage facilities associated with the Private Road, including the right to access the same.

2.01.03 Utility Easements. Nonexclusive easements for the purpose of installing and maintaining utilities adjacent to the Private Road, including the right to access the same.



2.02 Prohibition Against Granting Easement. Except as hereinafter provided, no Owner shall grant or otherwise convey an easement or easements of the nature or type set forth in this Article II for the benefit of any parcel of real estate not within the Entire Parcel.

ARTICLE III
Nature of Easements and Rights Granted

3.01 Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Entire Parcel and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the particular areas of the Entire Parcel which are benefitted by such easements shall constitute the benefitted estate, and the particular areas of the Entire Parcel which are burdened by such easements and rights shall constitute the burdened estate.

3.02 Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

- (a) Are made for the direct, mutual and reciprocal benefit of the Owners, Occupants, and Permittees of the respective Parcels;
- (b) Create mutual equitable servitudes upon each parcels or portion thereof in favor of the other parcels or other portions thereof;
- (c) Constitute covenants running with the land; and
- (d) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Entire Parcel at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.



3.03 Transfer of Title. The acceptance of any transfer or conveyance of title from Declarants, or their respective heirs, representatives, successors or assigns of all or any part of its interest in the Entire Parcel shall be deemed to:

(a) Require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such Parcel or portion thereof to use or occupy the Parcel or portion thereof in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

(b) Require the prospective grantee to assume and agree to perform each and all of the obligations of the conveying party under this Declaration with respect to any such Parcel which will be conveyed to each grantee, in each case by a written instrument executed, acknowledged and recorded in the Office of the Auditor of Spokane County, Washington.

ARTICLE IV
Common Area Rights and Responsibilities

4.01 Access Easements. Declarants expressly reserves for the benefit of Declarants and the Owners, reciprocal, nonexclusive easements for access, ingress, and egress over all of the Common Areas, and for the use and enjoyment thereof. Subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by the Owners, their successors, purchasers and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for walkways, vehicular access and such other purposes reasonably necessary for use and enjoyment of a Parcel. Such easements over the Common Areas will be appurtenant to, binding upon and will pass with the title to every Parcel conveyed.



4.2 Repair and Maintenance Rights and Duties of Owners. The Owners will operate and maintain the Common Areas and pay all costs thereof, and may contract for such maintenance and repair as may be necessary to keep the Common Areas in good condition. Maintenance and repair of the Private Road will include, but not be limited to, grading, replenishment of gravel, filling of potholes, plowing with reasonable prudence when it snows, repairing breakage or damage to the road surface and the like, as well as repair and maintenance of any ditches and culverts as needed to ensure proper drainage of surface water. Repair of damage to the Common Areas in excess of normal wear and tear will be the responsibility of the Owner causing such damage (whether caused directly by such Owner or by contractors or others acting on behalf of such Owners), and will be performed promptly at the sole cost of the responsible Owner. Ronald Stoddard is hereby designated as the authorized agent for the purpose of ordering road maintenance, repair, snow plowing, etc., as needed, for a period of three years from the date of recording of this Declaration. Thereafter, the Owners shall designate the subsequent agents, each to be the designated agent for subsequent three (3) year terms. The designated agent must obtain a concurrence of a majority of all Parcel Owners before incurring any single expense in excess of the sum of \$1,000.00 in any calender year.

4.3 Maintenance Easement. Declarants expressly reserves for the benefit of the Owners, nonexclusive easements over the Common Areas as necessary to maintain and repair the Common Areas. For the purposes of performing any maintenance, repair or replacement as authorized by this Declaration, or for purposes of making emergency repairs necessary to prevent damage to the Property or to other Dwellings, or for any other purpose reasonably related to the performance by the Owners of their responsibilities under this Declaration, the Owners (and their agents and employees) will have an irrevocable easement over and onto all portions of the Common Areas.



4.4 Common Area Expense. Each Owner, will share equally all expenses incurred by the Owners for maintenance, repair and improvements to the Common Areas. Common Area expenses will be billed to Owners quarterly, or more often as determined by the Owners. Common Area expenses will be due within thirty (30) days after billing. Each Owners's obligations to pay Common Areas expenses will commence with the first regular billing following a purchase of a Parcel.

4.4.1 Common Area expenses will include the actual expenses, including costs for water, electricity and other utilities necessary for the operation of the Common Areas, costs of maintenance, repair, replacement or improvement of the Common Areas, and any reasonable reserve for such purposes as found and determined by the Owners.

4.4.2 Common Area expenses chargeable to a Parcel, together with interest, costs, and attorneys' fees, will be a charge and a continuing lien upon the Parcel, and will also be the personal obligation of the person who was the Owner of such Parcel at the time when the expenses became due. No Owner of a Parcel may exempt him or herself from liability for his or her contribution toward the Common Area expenses by waiver of the use or enjoyment of any of the Common Areas.

4.4.3 In addition to the regular Common Area expenses authorized above, the Owners may levy special assessments (without limitation as to amount or frequency) against an individual Parcel and its Owner to reimburse the Owners for costs incurred in bringing that Owner and his or her Parcel into compliance with the provisions of this Declaration including actual attorneys' fees and costs.



4.4.4 The sale or transfer of any Parcel will not affect any lien for payment of Common Area expenses, or relieve the Parcel from any liability therefore, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Parcel pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first mortgage given in good faith and for value will extinguish the lien of all such Common Area expenses as to payments which became due prior to such sale or transfer (except for Common Area expense liens arising prior to the recordation of the mortgage). Sale or transfer pursuant to mortgage foreclosure will not, however, affect the personal liability of the Owner from unpaid Common Area expenses. Any liens of Common Area expenses extinguished pursuant to this paragraph will be deemed to be Common Area expenses collectible from all of the Parcels, including the Parcel for which the lien was extinguished.

4.4.5 If any Common Area expense billed to an Owner is not paid and received by the designated agent when due, such Common Area expense will thereafter bear interest at the rate of twelve percent (12%) per annum until paid. Additionally, a late charge of Twenty dollars (\$20) will be assessed for each month or fraction thereof from the due date until paid. Unpaid Common Area expenses will be a lien on each respective Parcel, prior and superior to all other liens except: (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (b) the lien or charges of any mortgage of record made in good faith and for value. Such a lien may be enforced by sale by judicial foreclosure as a mortgage by the Owners, or his or her attorney, or in any manner permitted by law. Any Owner will have the power to bid at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for



unpaid assessments, rent and attorneys' fees will be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE V
Duration and Termination

5.01 Duration. The easements, covenants, restrictions, and other provisions of this Agreement shall be of perpetual duration.

5.02 Amendment. This Declaration, or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to each of the portions of the Entire Parcel only by the recording of the appropriate document in the Office of the Auditor of Spokane County, Washington, which document must be executed by all of the Owners of the Entire Parcel.

ARTICLE VI
Not a Public Dedication

6.01 Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Entire Parcel to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

ARTICLE VII
Recording

7.01 A fully executed counterpart of this Declaration shall be recorded in the Office of the Auditor of Spokane County, Washington.



ARTICLE VIII
Benefit

8.01 This Declaration shall inure to the benefit of, and be binding upon, the successors in interest to Declarants, and their respective heirs, executors, administrators, representatives, successors and assigns.

ARTICLE IX
Waiver

9.01 No waiver of any breach of any of the easements and/or covenants herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other easement and/or covenant.

ARTICLE X
Severability

10.01 If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

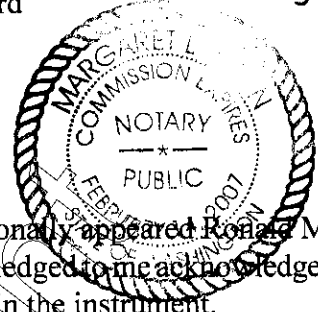
ARTICLE XI
Applicable Law

11.01 This Declaration shall be construed and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, this Declaration is as of the day and year first above written.

Ronald M. Stoddard
Ronald M. Stoddard

STATE OF WASHINGTON)
)ss.
County of Spokane)



On this 13 day of October, 2004, before me, a Notary Public, personally appeared Ronald M. Stoddard, the person who executed the foregoing instrument and acknowledged to me acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

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

Margaret L. Arpin
Notary Public for Washington
Residing in Spokane
My Commission expires: 2-14-07

Frank J. Bouten
Frank J. Bouten, individually and as Trustee of Qualified Personal Residence Trust Agreement

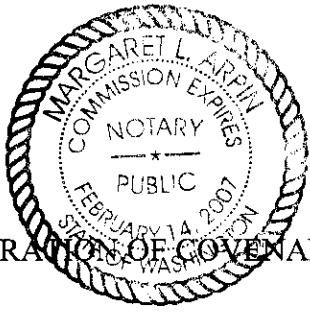
Sharon L. Bouten
Sharon L. Bouten, individually and as Trustee of Qualified Personal Residence Trust Agreement

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this 13 day of October, 2004, before me, a Notary Public, personally appeared Frank J. and Sharon L. Bouten, husband and wife and Trustees of Qualified Personal Residence Trust Agreement, the persons who executed the foregoing instrument individually and as Trustees of Qualified Personal Residence Trust Agreement and acknowledged to me acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

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

Margaret L. Arpin
Notary Public for WA
Residing in Spokane
My Commission expires: 2-14-07





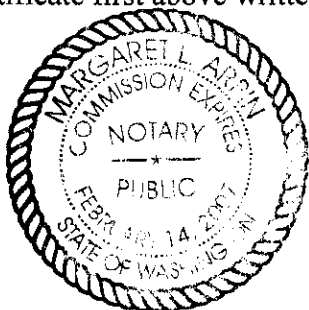
Thomas W. Poage
Thomas W. Poage

Shirley J. Poage
Shirley J. Poage

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this 18 day of April, 2004, before me, a Notary Public, personally appeared Thomas and Shirley Poage, the persons who executed the foregoing instrument and acknowledged to me acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

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



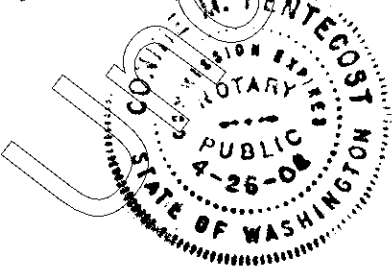
Margaret L. Arpin
Notary Public for WA
Residing in Spokane
My Commission expires: 2-14-07

Teresa Osterhaus
r.o. Theresa Osterhaus
Teresa

STATE OF WASHINGTON)
)ss.
County of PIERCE)

On this 2nd day of NOVEMBER 2004, before me, a Notary Public, personally appeared ^{of TERESA} ~~Theresa~~ Osterhaus, the person who executed the foregoing instrument and acknowledged to me acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

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



Connie M. Antecost
Notary Public for WASHINGTON
Residing in TACOMA
My Commission expires: 4-26-08



EXHIBIT A

LEGAL DESCRIPTION OF PARCEL "A"

Tract "A" of Spokane County Short Plat SP 1330-03, according to the Short Plat recorded in Book 18 of Short Plats, at Pages 100 and 101;

TOGETHER WITH that portion of the parcel described on the Quit Claim Deed recorded November 9, 2000, as Auditor's File No. 4532344, in the SE1/4 of Section 6, Township 26 North, Range 43 East, W.M., Spokane County, Washington, described as follows:

Beginning at a point on the boundary of that portion of said SE1/4 described on said Quit Claim Deed and the northerly most corner of said Tract "A" from which the westerly most corner of said Tract "A" bears S30°28'00"W; thence along the boundary of that portion of the SE1/4 described on said Quit Claim Deed the following three (3) calls: 1) N30°28'00"E 30.28 feet to a point on a 280.00 foot radius curve, the center of circle of which bears S37°50'53"W; 2) southeasterly along the arc of said curve through a central angle of 38°43'21" 189.23 feet to the point of reverse curve of a 220.00 foot radius curve, the center of circle of which bears N76°34'14"E; 3) southeasterly along the arc of said reverse curve through a central angle of 24°09'44", 92.78 feet; thence leaving said boundary, S56°46'11"W 30.08 feet to the easterly most corner of said Tract "A", a point on the southerly boundary of said portion of the SE1/4 described on said Quit Claim Deed and a point on a 250.00 foot radius curve, the center of circle of which bears N52°55'58"E; thence along said southerly boundary and along the northerly boundary of said Tract "A" the following two (2) calls: 1) northwesterly along the arc of said curve through a central angle of 23°38'17", 103.14 feet to the point of reverse curve of a 250.00 foot radius curve, the center of circle of which bears S76°34'14"W; 2) northwesterly along the arc of said curve through a central angle of 37°49'51", 165.07 feet to the point of beginning.

LEGAL DESCRIPTION OF PARCEL "B"

That portion of Tract "B" of Spokane County Short Plat SP 1330-03, according to the Short Plat recorded in Book 18 of Short Plats, at Pages 100 and 101, described as follows:

Beginning at the northerly most corner of said Tract "B"; thence along the boundary of said Tract "B" the following three (3) courses: 1) S56°46'11"W 183.03 feet; 2) S36°10'51"E 93.30 feet; 3) N70°46'31"E 202.08 feet; thence leaving said boundary, N26°42'24"E 30.00 feet to a point on the boundary of said Tract "B"; thence along said boundary the following two (2) calls: 1) N63°17'36"W 21.42 feet to the point of curve of a 250.00 foot radius curve to the right; 2) along the arc of said curve through a central angle of 26°13'33", 114.43 feet to the point of beginning;

TOGETHER WITH that portion of the parcel described on the Quit Claim Deed recorded November 9, 2000, as Auditor's File No. 4532344, in the SE1/4 of Section 6, Township 26 North, Range 43 East, W.M., Spokane County, Washington, described as follows:



Beginning at the northerly most corner of said Tract "B", from which the westerly most corner of said Tract "B" bears S56°46'11"W; thence N56°46'11"E 30.08 feet to a point on a 220.00 foot radius curve on the northerly boundary that portion of said SE1/4 described on said Quit Claim Deed, the center of circle of which bears N52°24'30"E; thence southeasterly along said northerly boundary the following two (2) calls: 1) along the arc of said curve through a central angle of 25°42'06", 98.69 feet to the point of tangent; 2) S63°17'36"E 21.42 feet; thence S26°42'24"W, leaving said northerly boundary, 30.00 feet to a point on the boundary of said Tract "B" and a point on the southerly boundary of the parcel described on said Quit Claim Deed; thence along the boundary of said Tract "B" and along said southerly boundary of the parcel described on said Quit Claim Deed following two (2) courses: 1) N63°17'36"W 21.42 feet to the point of curve of a 250.00 foot radius curve to the right; 2) along the arc of said curve through a central angle of 26°13'33", 114.43 feet to the point of beginning.

LEGAL DESCRIPTION OF PARCEL "C"

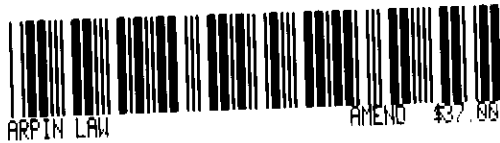
Parcel A of the Record of Survey recorded under Auditor's File No. 4844142 in Book 105 of Surveys, Page 28, and described thereon as follows:

That portion of the Southeast One-quarter of Section 6, Township 26 North, Range 43 East, W. M., Spokane County, Washington, described as follows:

BEGINNING at the most Northerly corner of Lot 5 of the Final Plat of Arrowhead South, recorded in Book 22 of Plats, Pages 24 and 25, records of Spokane County; thence South 30°26'58" West along the Northwesternly boundary of said plat of Arrowhead South a distance of 380.00 feet to a point on the Northerly line of Parcel "A" as shown on a Record of Survey, recorded in Book 72 of Surveys, Page 86; thence North 63°13'11" West along said Northerly line a distance of 274.11 feet to a point on the westerly line of Parcel "C" as shown on the Record of Survey, recorded in Book 29 of Surveys, Page 86; thence North 11°28'41" West along said westerly line a distance of 149.77 feet; thence North 69°43'55" East a distance of 176.71 feet; thence North 07°18'50" East a distance of 29.11 feet to a point on the Northerly line of said Parcel "C"; thence North 70°45'29" East along said Northerly line a distance of 145.28 feet; thence South 63°18'38" East along said Northerly line a distance of 179.58 feet to the POINT OF BEGINNING.

TOGETHER WITH that portion of Tract "B" of Spokane County Short Plat SP 1330-03, according to the Short Plat recorded in Book 18 of Short Plats, at Pages 100 and 101, described as follows:

Beginning at an angle point on the southerly boundary of said Tract "B"; thence N70°46'31"E, along said southerly boundary, 202.08 feet to an angle point on said southerly boundary and the TRUE POINT OF BEGINNING; thence leaving said southerly boundary, N26°42'24"E 30.00 feet to a point on the northerly boundary of said Tract "B"; thence S63°17'36"E, along said northerly boundary, 194.84 feet; thence leaving said northerly boundary, S26°42'24"W 30.00 feet to a point on said southerly boundary of Tract "B"; thence N63°17'36"W, along said southerly boundary, 194.84 feet to the TRUE POINT OF BEGINNING;



TOGETHER WITH that portion of the parcel described on the Quit Claim Deed recorded November 9, 2000, as Auditor's File No. 4532344, in the SE1/4 of Section 6, Township 26 North, Range 43 East, W.M., Spokane County, Washington, described as follows:

Beginning at an angle point on the southerly boundary Tract "B" of Spokane County Short Plat SP 1330-03, according to the Short Plat recorded in Book 18 of Short Plats, at Pages 100 and 101; thence N70°46'31"E, along said southerly boundary, 202.08 feet to an angle point on said southerly boundary; thence leaving said southerly boundary, N26°42'24"E 30.00 feet to a point on the northerly boundary of said Tract "B" and the TRUE POINT OF BEGINNING; thence leaving said boundary and continuing N26°42'24"E 30.00 feet to a point on the northerly boundary that portion of said SE1/4 described on said Quit Claim Deed; thence S63°17'36"E, along said northerly boundary of the parcel described on said Quit Claim Deed, 194.84 feet; thence leaving said boundary, S26°42'24"W 30.00 feet to a point on the southerly boundary of that portion of said SE1/4 described on said Quit Claim Deed and on said northerly boundary of Tract "B"; thence N63°17'36"W, along said southerly boundary of that portion of said SE1/4 described on said Quit Claim Deed and along said northerly boundary of Tract "B", 194.84 feet to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION OF PARCEL "D"

Parcel B of the Record of Survey recorded under Auditor's File No. 4844142 in Book 105 of Surveys, Page 28, and described thereon as follows:

That portion of the Southeast One-quarter of Section 6, Township 26 North, Range 43 East, W. M., Spokane County, Washington, described as follows:

Commencing at the most Northerly corner of Lot 5 of the Final Plat of Arrowhead South, recorded in Book 22 of Plats, Pages 24 and 25, records of Spokane County; thence North 63°18'38" West a distance of 179.58 feet to the east corner of Parcel "B" as shown on a Record of Survey as recorded in Book 29 of Surveys, Page 85, said point being the TRUE POINT OF BEGINNING; thence South 70°45'29" West along the Southerly line of said Parcel "B" a distance of 145.28 feet; thence South 07°18'50" West a distance of 29.11 feet; thence South 69°43'55" West a distance of 176.71 feet to a point on the Westerly line of Parcel "A" of said Record of Survey; thence North 11°28'41" West a distance of 49.63 feet; thence along the Westerly, Southerly and Northerly boundary of said Record of Survey the following four (4) courses: 1) South 70°45'29" West a distance of 188.02 feet; 2) North 19°14'31" West a distance of 120.00 feet; 3) North 70°45'30" East a distance of 380.78 feet; 4) South 63°18'38" East a distance of 194.84 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH that portion of Tract "B" of Spokane County Short Plat SP 1330-03, according to the Short Plat recorded in Book 18 of Short Plats, at Pages 100 and 101, described as follows:

Beginning at an angle point on the southerly boundary of said Tract "B"; thence along said southerly boundary the following two (2) courses: 1) N70°46'31"E 202.08 feet; 2) S63°17'36"E 194.84 feet



the TRUE POINT OF BEGINNING; thence leaving said southerly boundary, N26°42'24"E 30.00 feet to a point on the northerly boundary of said Tract "B"; thence along the boundary of said Tract "B" the following three (3) courses: 1) S63°17'36"E 181.68 feet; 2) S30°28'00"W 30.06 feet; 3) N63°17'36"W 179.70 feet to the TRUE POINT OF BEGINNING;

AND TOGETHER WITH that portion of the parcel described on the Quit Claim Deed recorded November 9, 2000, as Auditor's File No. 4532344, in the SE1/4 of Section 6, Township 26 North, Range 43 East, W.M., Spokane County, Washington, described as follows:

Beginning at an angle point on the southerly boundary of Tract "B" of Spokane County Short Plat SP 1330-03, according to the Short Plat recorded in Book 18 of Short Plats, at Pages 100 and 101; thence along said southerly boundary the following two (2) courses: 1) N70°46'31"E 202.08 feet; 2) S63°17'36"E 194.84 feet; thence leaving said southerly boundary, N26°42'24"E 30.00 feet to a point on the northerly boundary of said Tract "B", and a point on the southerly boundary of that portion of the SE1/4 described on said Quit Claim Deed, and the TRUE POINT OF BEGINNING; thence continuing N26°42'24"E 30.00 feet to a point on the northerly boundary that portion of the SE1/4 described on said Quit Claim Deed; thence S63°17'36"E, along said northerly boundary, 183.65 feet; thence S30°28'00"W 30.06 feet to the most easterly corner of said Tract "B"; thence N63°17'36"W, along the northerly boundary of said Tract "B", 181.68 feet to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION OF PARCEL "E"

That portion of the SE1/4 of Section 6, Township 26 North, Range 43 East, W.M., Spokane County, Washington, described on the Statutory Warranty Deed recorded April 29, 1992, as Auditor's File No. 9204290160;

TOGETHER WITH that portion of the parcel described on the Quit Claim Deed recorded November 9, 2000, as Auditor's File No. 4532344, in the SE1/4 of Section 6, Township 26 North, Range 43 East, W.M., Spokane County, Washington, described as follows:

Beginning at the northerly most corner of Tract "A" of Spokane County Short Plat SP 1330-03, according to the Short Plat recorded in Book 18 of Short Plats, at Pages 100 and 101, from which the westerly most corner of said Tract "A" bears S30°28'00"W, and a point on a 250.00 foot radius curve, the center of circle of which bears S38°44'23"W, and a point on the boundary of that portion of the SE1/4 described on said Quit Claim Deed; thence along the boundary of the parcel described on said Quit Claim Deed the following two (2) calls: 1) northwesterly along the arc of said curve, through a central angle of 24°39'44", 107.61 feet to the point of tangent; 2) N75°55'21"W 66.18 feet to the northeast corner of Lot 14, Block 7 of Arrowhead Point First Addition, according to the plat recorded in Book 18 of Plats, Pages 62 and 63; thence continuing along the boundary of the parcel described on said Quit Claim Deed and along the boundary of said plat of Arrowhead Point First Addition the following three (3) calls: 1) N30°28'00"E 31.27 feet; 2) S75°55'21"E 57.36 feet to the point of curve of a 280.00 foot radius curve to the right; 3) along the arc of said curve through a



central angle of $23^{\circ}46'14''$, 116.16 feet; thence leaving said boundaries, $S30^{\circ}28'00''W$ 30.28 feet to the point of beginning.

LEGAL DESCRIPTION OF PARCEL "F"

That portion in the SE1/4 of Section 6, Township 26 North, Range 43 East, W.M., Spokane County, Washington, described as follows:

Beginning at the northerly most corner of Arrowhead South, PUD, according to the plat recorded in Book 22, pages 24 and 25; thence $N30^{\circ}28'00''E$ 60.13 feet to a point on the southwesterly line of Arrowhead Point Fourth Addition, according to the plat recorded in Book 21 of Plats, Pages 14 and 15; thence $S63^{\circ}17'36''E$, along said southwesterly line, 360.58 feet to a point on the northwesterly right-of-way line of Mill Road; thence $S30^{\circ}26'58''W$, along said right-of-way line, 60.13 feet to the easterly most corner of said plat of Arrowhead South, PUD; thence $N63^{\circ}17'36''W$, along the northeasterly line of said plat of Arrowhead South, PUD, 360.60 feet to the point of beginning.

Unofficial Document

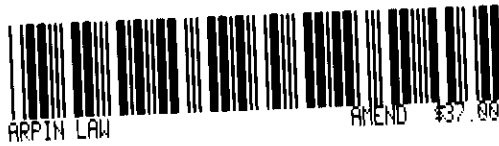


EXHIBIT B

That certain 60-foot wide strip of land located in the Southeast 1/4 of Section 6, Township 26 North, Range 43 E. W.M., in Spokane County, Washington and described in the Road Easement Agreement dated June 17, 1982, and recorded June 22, 1982, under Auditor's File No. 8206220264, the centerline of which is more particularly described as follows:

Commencing at the northeast corner of said Southeast 1/4 of Section 6 and thence North 89°48'27" West, 243.74 feet along the north line thereof to the westerly right-of-way margin of Mill Road; thence South 30°28'00" West, 1969.40 feet along said margin to the True Point of Beginning of said centerline; thence North 63°17'36" West, 758.54 feet to the beginning of a curve, the centerline of which bears North 26°42'24" East, 250.0 feet; thence northwesterly along said curve through a central angle of 49°51'50" an arc distance of 217.57 feet to the beginning of a reverse curve, the center of which bears south 76°34'14" West, 250.0 feet; thence northwesterly along said curve through a central angle of 62°29'35" an arc distance of 272.68 feet; thence North 75°55'21" West, 66.18 feet to the Point of Terminus.

SUBJECT TO the terms of an Easement for ingress, egress and utilities recorded June 22, 1982, under Recording No. 8206220264