



Taylor Engineering, Inc.

Civil Design and Land Planning

VOL. 1343 PAGE 282

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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
RIVER BLUFF ESTATES
SPOKANE, WASHINGTON**

The undersigned are the owners of the real property legally described on attached "Schedule A."

**ARTICLE A
DEFINITIONS**

Section 1. As used herein, the word or words:

- a. "Real Property" shall refer to all of the real property described in attached "Schedule A" and such other adjacent real property, if any, as shall be made subject by Declaration. Any Supplemental Declaration of additional adjacent real property shall conform with the overall intent and purposes of this Declaration and shall provide that said real property is subject and entitled to the benefit of all of the protective covenants, restrictions, conditions and reservations as herein set forth.
- b. "Parcel" shall refer to each individual parcel as indicated on attached "Schedule A", hereafter conveyed by Declarant or by any Owner, regardless of size of Parcel.
- c. "Owner" shall refer to the holder of a fee simple interest in any Parcel of the Real Property except for any Parcel subject to a contract for the sale thereof, in which even "Owner" shall refer to the holder of the vendee's interest under such contract, all to the exclusion of any other interest in the Real Property, such interest shall be determined by the public records of Spokane County, Washington, in which the Parcel is located.
- d. "Declarant" shall refer to the River Bluff Estates Owners.

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**ARTICLE B
LAND USE RESTRICTIONS**

Section 1. **Property Use.** Parcels shall be used only for single-family residential.

Section 2. **Animals.** All owners shall be allowed to raise horses, provided that they are properly fenced within the boundaries of the property. No commercial dog kennels, poultry, swine or goats shall be allowed to be raised on any lot or parcel. Domestic animals shall be leashed or penned and not allowed to run loose, except under close supervision.

Section 3. **Parcel Maintenance.** Each Parcel and the external appearance of improvements thereon shall be maintained in a clean, neat and orderly condition and in good repair at all times. All rubbish, trash and garbage and other waste shall be regularly removed from all Parcels and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary

containers which shall be kept screened and concealed from the view of other Parcels and all public ways. No trash, junk cars, junk farming equipment, junk appliances, debris, equipment, cut growth, noxious odor or other waste shall be kept or permitted to accumulate on any Parcel.

Section 4. Nuisances. No noxious, illegal or offensive activities shall be carried on within any Parcel, nor shall anything be done thereon which may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the other Owners of their respective Parcels. No shooting shall be allowed within the Real Property.

Recreational vehicles and equipment, including campers, toppers, motor homes, camp trailers, boats, motorcycles, snowmobiles and the like are not to be used in River Bluff Estates.

All external lighting shall be non-glare and approved by the Architectural Control Committee prior to installation.

No vehicle in excess of 6,000 pounds gross weight (including campers, motorhomes, business, boats, trucks and trailers of any description) used for private purposes may be kept, parked, stored, dismantled or repaired outdoors on any residential Lot or on any street within River Bluff Estates. No Owner shall permit any vehicle owned by him or any members of his family or by an acquaintance which is in an extreme state of disrepair to be abandoned or to remain parked upon his Lot or upon any street within River Bluff Estates for a period in excess of 48 hours. A vehicle shall be conclusively presumed to be in a state of extreme disrepair when, in the opinion of the Architectural Control Committee, its presence offends the reasonable sensibilities of the occupants of River Bluff Estates. The Committee may grant exceptions to any provision of this section for periods of not more than 14 days when requested by a Lot Owner, which exception may not be renewed.

No radio or television antenna shall be permitted to extend more than 10 feet above the roof line of any residence without the written approval of the Architectural Control Committee.

Section 5. Completion of Improvements. The work of constructing, altering or repairing any structure shall be diligently pursued from its commencement until completion and, in any event, the exterior appearance, including exterior finished painting, thereof shall conform to requirements established by any governmental or quasi-governmental agency having jurisdiction over the property.

Section 6. Architectural Control Committee. This Committee is comprised of the Developer and/or the Developer's representative.

A 51% majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

Declarant will appoint all of the original members of the Committee until the tenth

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anniversary of the recordation of the Declaration.

After ten (10) years from the date of the recordation of this Declaration, Owners shall have the power to appoint all of the members of the Committee.

Once the power to appoint members of the Committee has vested in the Owners, the Declarant shall not reacquire such power, regardless of the annexation of additional phases within the Project.

New Building/Construction Procedure. No building shall be erected, placed, or altered on any lot of the property until the building plans, specifications and lot plans showing the nature, kind, shape, height, materials and locations of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topographical and finished ground elevation by the Architectural Control Committee.

The Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Specification of Reasons of Disapproval. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

The failure of such plans or specifications to comply with any of the River Bluff Estates restrictions.

Failure to include information in such plans and specifications as may have been reasonably requested.

Objection to the exterior design, appearance or materials of any proposed structure.

Incompatibility of any proposed structure or use with existing structures or uses upon other Lots in the vicinity.

Objection to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity.

Section 7. Building Setback - Fencing and Landscaping. No building or structure shall be located on any residential lot nearer than 150 feet to the front lot line or nearer than 50 feet to the side lot line. Any deviations from these setbacks shall be approved in writing by the Architectural Committee. No fence shall be erected at a height exceeding five (5) feet above ground. Fences shall be well constructed of suitable fencing materials such as cedar, redwood or rough sawn fir and shall have prior approval of the Architectural Control Committee. Said fence shall not detract from the appearance of the dwellings located on adjacent lots or, in the opinion of the Committee, be offensive to the owners or occupants thereof and shall be approved in writing prior to construction by the Architectural Control Committee. No chain link or wire fencing of any kind shall be allowed except for

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tennis courts, swimming pools, dog runs, etc. and approved in writing by the Architectural Committee. All trees and natural growth shall remain in place, other than such clearing as deemed necessary for structures, roadways and landscaping.

Section 8. Types of Improvements. No home shall be erected on a Parcel which does not have a minimum of One Thousand Seven Hundred Fifty (1750) square feet of finished living area on the main floor excluding any attached garage or outbuilding. No building shall be more than 2-1/2 stories high. All homes must be permanently affixed to the Parcel.

No trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently. Except, the Architectural Control Committee may allow a mobile home to be used as a temporary residence for a limited period of time during the construction of a permanent residence.

Section 9. Signs. No signs shall be displaced to the public view on any Parcel. This restriction does not apply to resident identification signs, or "For Sale" or "For Rent" signs which shall be allowed provided they do not exceed four and one-half (4-1/2) square feet in size.

Section 10.

- a. **Road Maintenance.** Each of the owners of Parcels located within River Bluff Estates or subsequent additions, shall be responsible for the maintenance and upkeep of the private roadways within River Bluff Estates in conformance with the Private Road Maintenance Agreement filed with the Spokane County Auditor. Each lot owner will pay a proportional share of the maintenance, based on the number of lots owned.
- b. **Formation of Road Improvement District (R.I.D.).** The owners of the lots in the Subdivision, with a 75% approval of all property owners, may form a road improvements district. The formation of said improvement district would be for improvements including, but not limited to, surface treatment, grading, ditching and paving of said private roadways. Each lot owner will pay a proportional share of the improvements based on the number of lots owned. This R.I.D. will conform to all applicable regulations as required by the Spokane County Engineers.
- c. **Allocation of Assessments.** Each Lot, including Lots owned by Declarant, shall bear an equal share of each regular and special assessment (except for special assessments imposed against an individual Lot and its Owner under the preceding subparagraph).

Section 11. Utilities. It shall be the sole responsibility of each individual parcel owner for the services, installation or construction of utilities on his/her respective parcel including, without limitation, electricity, sewage, and telephone.

Section 12. State and County Laws. All construction shall conform to requirements established by any governmental or quasi-governmental agency having jurisdiction over the property including any and all requirements pertaining to sewers and on-site disposal systems for sewage.

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ARTICLE C
MISCELLANEOUS

Section 1. Duration and Amendment of Declaration. This Declaration shall remain in full force and effect until December 31, 2011, and thereafter shall be automatically extended for successive periods of ten (10) years, but may be amended at any time by the recordation of an instrument signed and acknowledged by the Owners of three-fourths (3/4ths) of the Parcels which exist at the time of amendment or revocation.

Section 2. Heirs, Assigns, Personal Representatives and Successors in Interest-Bound. Unless and until amended, changed, revoked or terminated as above, provided the provisions hereof shall remain in full force and effect as covenants, restrictions, easements, rights, liens and encumbrances shall run with the land and be binding upon the Real Property and any and all parts thereof, all Owners and other parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Real Property shall constitute an agreement by any person, firm or corporation accepting such an interest, that they and each of them shall be bound by and subject to the provisions of this instrument.

Section 3. Invalidity of Any Provision. Should any provision hereof be declared invalid or in conflict with any law of the jurisdiction where the Property is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

Section 4. Mortgage Protection Clause. No breach of any of the covenants, conditions and restrictions contained in this Declaration, nor the enforcement of any provisions herein, shall render invalid the lien of any mortgage or other encumbrance on any Parcel made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise.

Section 5. No Warranty or Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent. Declarant makes no warranty or representation as to the present or true validity or enforceability of any such restrictive covenant. Any Owner acquiring a Parcel in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Parcel, agrees to hold Declarant harmless therefrom.

Section 6. Waiver. No waiver of a breach of any provision shall constitute a waiver of a subsequent breach of the same provisions or of any other provision.

Section 7. Legal Process. The owners and other parties in interest in and to any part of the Real Property, and each of them, shall have the right and authority to enforce the provisions hereof and, in addition to any other remedy for damages or otherwise, shall have the right and authority to enforce the provisions hereof and the right to injunctive relief. The prevailing party in any action to enforce any provision thereof shall recover a reasonable sum as attorney's fee and the costs of the action including reasonable costs of searching and abstracting the public records which sums shall be paid by the unsuccessful party.

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8. This covenant and agreement shall run with the land and shall be binding upon the owner, their heirs, successors or assigns, including the obligation to participate in the maintenance of the private road, and drainage facilities as provided herein.

Double J Properties
OWNER

by David L. Nibarger Pres
OWNER

STATE OF WASHINGTON

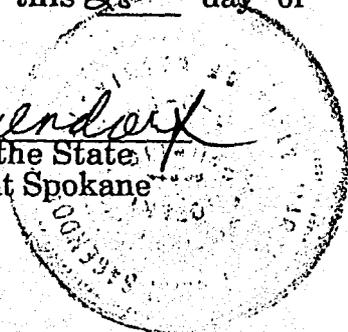
Dated this 28 day of Sept, 1992.

COUNTY OF SPOKANE

On this day personally appeared before me DAVID L. NIBARGER known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledge they he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28th day of September, 1992.

Margaret Legenday
Notary Public in and for the State
of Washington, residing at Spokane



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PRIVATE ROAD MAINTENANCE AGREEMENT FOR RIVER BLUFF ESTATES

In consideration of the approval by Spokane County of River Bluff Estates (hereinafter referred to as the "Development"), the undersigned covenants and agrees that:

1. The subdivider/sponsor will construct the private roads and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.
2. A lot is served by a private road when: a. the only road frontage for the lot in the Development is on the private road, or; b. a lot having frontage on more than one road (public or private) constructs an approach to the private road.
3. The owner(s) of any lot created by the Development or alteration thereof and served by a private road shall be responsible for maintenance of said private road, including associated drainage facilities in conformance with approved plans on file with the County Engineers office.
4. Maintenance financing of the private roads and associated drainage facilities shall be in a manner determined by the owners of the majority of lots served by such private road.
5. In the event such private road, including associated drainage facilities is improved to Spokane County standards for public streets, and the County is willing to accept the dedication of such road and facilities, each lot owner shall execute any documents necessary to accomplish such dedication.
6. Owners of lots within the Development who are served by such road, may sue and recover damages and attorney's fees from any owner of any lot within the Development which is similarly served who refused to participate in the road and drainage facilities, construction, financing, and maintenance.
7. **Warning:** Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads, including associated drainage facilities, contained within or providing service to the property described in this Development. By accepting this Development or subsequently by allowing a building permit to be issued for property on a private road, Spokane County assumes no obligation for said private road and the owners hereby acknowledge that the County has no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on a private road, or associated drainage facilities.

Section 8. Headings. The headings in this instrument are for convenience only and shall be disregarded for purposes of interpretation.

DATED this 28 day of Sept, 1992 VOL. **1343** PAGE **289**

By Double L Properties, Inc (Owner) by David J. Mough, pres (Owner)

STATE OF WASHINGTON
COUNTY OF SPOKANE

On this 28th day of September, 1992.

DAVID L NIBARGER and _____
personally appeared and signed or attested before me, the undersigned, a Notary
Public duly commissioned and sworn in and for the State of Washington.

Margaret Spindorf
(Signature of Notary Public)

Appointment expires 06-9-94

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LEGAL DESCRIPTION: PARCEL 1 (9.34 Ac.±) Parcel #26031.9024

All that certain real property situated in the NE¼ of Section 3, T 26 N, R 42 E, W.M., and in the SE¼ of Section 34, T 27 N, R 42 E, W.M., all in Spokane County, Washington, and being particularly described as follows:

BEGINNING at the northwesterly corner of the NE¼ of said Section 3; thence northerly along the westerly line of the SE¼ of Section 34, T 27 N, R 42 E, W.M., 36.47 feet; thence leaving said westerly line southeasterly along a curve the center of which bears S 13°10'30" W 170.00 feet, through a central angle of 28°54'35" and an arc distance of 85.78 feet; thence tangent to the preceding curve S 47°54'55" E 117.28 feet; thence along a tangent curve to the left having a radius of 230.00 feet, through a central angle of 32°15'05" and an arc distance of 129.47 feet; thence tangent to the preceding curve S 80°10'00" E 461.86 feet; thence along a tangent curve to the right having a radius of 40.00 feet, through a central angle of 80°30'00" and an arc distance of 56.19 feet; thence tangent to the preceding curve S 0°20'00" W 406.39 feet; thence N 89°40'00" W 779.19 feet to a point on the westerly line of said NE¼ of Section 3; thence N 1°20'10" E, along said line, 657.98 feet to the point of beginning, and as an APPURTENANCE THERETO Easement "A".

LEGAL DESCRIPTIONS: PARCELS 2-15

All that certain real property situated in the NE¼ of Section 3, T 26 N, R 42 E, W.M., Spokane County, Washington, being particularly described as follows:

PARCEL 2: (5.47 Ac.±) Parcel #26031.9025

COMMENCING at the northwesterly corner of said NE¼; thence S 1°20'10" W, along the westerly line of said NE¼, a distance of 657.98 feet to the point of BEGINNING; thence leaving said line S 89°40'00" E 779.19 feet; thence S 0°20'00" W 180.00 feet; thence along a tangent curve to the left having a radius of 602.38 feet, through a central angle of 11°54'37" and an arc distance of 125.22 feet; thence leaving said curve N 89°40'00" W 797.48 feet to a point on said westerly line of the NE¼; thence N 1°20'10" E, along said westerly line, 304.37 feet to the point of beginning, and as an APPURTENANCE THERETO Easement "A".

PARCEL 3: (8.25 Ac.±) Parcel #26031.9026

COMMENCING at the northwesterly corner of said NE¼; thence S 1°20'00" W, along the westerly line of said NE¼, a distance of 962.35 feet to the point of BEGINNING; thence leaving said line S 89°40'00" E 797.48 feet; thence southeasterly along a curve the center of which bears N 78°25'23" E 602.38 feet, through a central angle of 25°41'23" and an arc distance of 270.09 feet; thence S 69°14'00" W 775.76 feet to a point on the northerly right-of-way line of Rutter Parkway, a county road 60 feet in width; thence northwesterly along said right-of-way line and along a curve the center of which bears S 55°22'33" W 1368.03 feet, through a central angle of 0°57'55" and an arc distance of 23.05 feet; thence continuing along said right-of-way line and tangent to the preceding curve N 35°35'22" W 45.31 feet; thence continuing along said right-of-way line and along a tangent curve to the left having a radius of 3024.61 feet, through a central angle of 1°23'45" and an arc distance of 93.17 feet to the intersection of said right-of-way line with said westerly line of the NE¼; thence N 1°20'10" E, along said westerly line, 430.09 feet to the point of beginning, and as an APPURTENANCE THERETO Easement "A".

PARCEL 4: (6.67 Ac.±) Parcel #26031.9027

COMMENCING at the northwesterly corner of said NE¼; thence S 1°20'00" W 1392.43 feet, along the westerly line of said NE¼, to a point on the northerly right-of-way line of Rutter Parkway, a county road 60 feet in width; thence southeasterly along said right-of-way line and along a curve the center of which bears S 53°00'53" W 3024.61 feet, through a central angle of 1°23'45" and an arc distance of 93.17 feet; thence continuing along said right-of-way line and tangent to the preceding curve S 35°35'22" E 45.31 feet; thence continuing along said right-of-way line and along a tangent curve to the right having a radius of 1368.03 feet, through a central angle of 0°57'55" and an arc distance of 23.05 feet to the point of BEGINNING; thence continuing along said right-of-way line and along said curve through a central angle of 6°49'40" and an arc distance of 163.03 feet; thence continuing along said right-of-way line and tangent to the preceding curve S 27°47'47" E 72.97 feet; thence continuing along said right-of-way line and along a tangent curve to the right having a radius of 610.67 feet, through a central angle of 15°34'04" and an arc distance of 165.93 feet; thence continuing along said right-of-way line and tangent to the preceding curve S 12°13'43" E 18.00 feet; thence leaving said right-of-way line N 57°56'29" E 934.16 feet; thence N 37°16'00" W 242.92 feet; thence S 69°14'00" W 775.76 feet to the point of beginning, and as an APPURTENANCE THERETO Easement "A".

COMMENCING at the northwesterly corner of said NE¼; thence S 1°20'10" W, along the westerly line of said NE¼, a distance of 1392.43 feet to a point on the northerly right-of-way line of Rutter Parkway, a county road 60 feet in width; thence southeasterly along said right-of-way line and along a curve the center of which bears S 53°00'53" W 3824.61 feet, through a central angle of 1°23'45" and an arc distance of 93.17 feet; thence tangent to the preceding curve and continuing along said right-of-way line S 35°35'22" E 45.31 feet; thence continuing along said right-of-way line and along a tangent curve to the right having a radius of 1368.03 feet, through a central angle of 7°47'35" and an arc distance of 186.07 feet; thence continuing along said right-of-way line and tangent to the preceding curve S 27°47'47" E 72.97 feet; thence continuing along said right-of-way line and along a tangent curve to the right having a radius of 610.67 feet, through a central angle of 15°34'04" and an arc distance of 165.93 feet; thence tangent to the preceding curve S 12°13'43" E 18.00 feet to the point of BEGINNING; thence continuing along said right-of-way line S 12°13'43" E 21.94 feet; thence continuing along said right-of-way line and along a tangent curve to the left having a radius of 255.45 feet, through a central angle of 25°48'56" and an arc distance of 115.10 feet; thence continuing along said right-of-way line S 38°02'39" E 40.86 feet; thence continuing along said right-of-way line and along a tangent curve to the right having a radius of 633.72 feet, through a central angle of 11°12'34" and an arc distance of 123.98 feet; thence continuing along said right-of-way line and tangent to the preceding curve S 26°50'05" E 30.81 feet; thence continuing along said right-of-way line and along a tangent curve to the left having a radius of 505.94 feet, through a central angle of 26°01'58" and an arc distance of 229.88 feet; thence leaving said right-of-way line N 42°50'49" E 983.34 feet; thence N 37°16'00" W 300.00 feet; thence S 57°56'29" W 934.16 feet to the point of beginning, and as an APPURTENANCE THERETO Easement "A".

PARCEL 6: (8.00 Ac.±) Parcel #26031.9029

COMMENCING at the southeasterly corner of said NE¼; thence N 87°46'09" W, along the southerly line of said NE¼, a distance of 1851.00 feet to a point on the northerly right-of-way line of Rutter Parkway, a county road 60 feet in width, said point being the point of BEGINNING; thence from said point of beginning northwesterly along said right-of-way line and along a curve the center of which bears S 42°24'38" W 1035.72 feet, through a central angle of 6°28'45" and an arc distance of 117.12 feet; thence continuing along said right-of-way line and tangent to the preceding curve N 54°04'07" W 71.97 feet; thence continuing along said right-of-way line and along a tangent curve to the right having a radius of 505.94 feet, through a central angle of 1°12'04" and an arc distance of 10.60 feet; thence leaving said right-of-way line N 42°50'49" E 983.34 feet; thence southeasterly along a curve the center of which bears N 52°44'00" E 550.91 feet, through a central angle of 29°35'16" and an arc distance of 284.49 feet; thence S 30°14'00" W 791.11 feet to a point on said southerly line of the NE¼; thence N 87°46'09" W, along said southerly line 334.96 feet to the point of beginning, and as an APPURTENANCE THERETO Easement "A".

angle of 29°35'16" and an arc distance of 284.49 feet; thence S 30°14'00" W 791.11 feet to a point on said southerly line of the NE¼; thence N 87°46'09" W, along said southerly line 334.96 feet to the point of beginning, and as an APPURTENANCE THERETO Easement "A".

PARCEL 7: (6.37 Ac.±) Parcel #26031.9030

COMMENCING at the southeasterly corner of said NE¼; thence N 87°46'09" W, along the southerly line of said NE¼, a distance of 922.74 feet to the point of BEGINNING; thence from said point of beginning and continuing along said southerly line N 87°46'09" W 593.31 feet; thence leaving said line N 30°14'00" E 791.11 feet; thence easterly along a curve the center of which bears N 23°08'44" E 550.91 feet, through a central angle of 23°05'11" and an arc distance of 221.98 feet; thence leaving said curve S 1°51'22" W 662.60 feet to the point of beginning, and as an APPURTENANCE THERETO Easement "A".

PARCEL 8: (5.09 Ac.±) Parcel #26031.9031

COMMENCING at the southeasterly corner of said NE¼; thence N 87°46'09" W, along the southerly line of said NE¼, a distance of 599.31 feet to the point of BEGINNING; thence from said point of beginning and continuing along said southerly line N 87°46'09" W 323.43 feet; thence N 1°51'22" E 662.60 feet; thence easterly along a curve the center of which bears N 0°03'33" E 550.91 feet, through a central angle of 7°19'33" and an arc distance of 70.44 feet; thence tangent to the preceding curve N 82°44'00" E 146.25 feet; thence along a tangent curve to the right having a radius of 2835.14 feet, through a central angle of 2°13'25" and an arc distance of 110.03 feet; thence leaving said curve S 1°51'22" W 799.94 feet to the point of beginning, and as an APPURTENANCE THERETO Easement "A".

PARCEL 9: (5.00 Ac.±) Parcel #26031.9032

COMMENCING at the southeasterly corner of said NE $\frac{1}{4}$; thence N 87°46'09" W, along the southerly line of said NE $\frac{1}{4}$, a distance of 296.38 feet to the point of BEGINNING; thence continuing along said southerly line N 87°46'09" W 302.93 feet; thence leaving said line N 1°51'22" E 709.94 feet; thence easterly along a curve the center of which bears S 5°02'35" E 2835.14 feet, through a central angle of 5°46'35" and an arc distance of 285.83 feet; thence tangent to the preceding curve S 89°16'00" E 14.34 feet; thence S 1°34'36" W 732.19 feet to the point of beginning, and as an APPURTENANCE THERETO Easement "A".

PARCEL 10: (5.04 Ac.±) Parcel #26031.9033

BEGINNING at the southeasterly corner of said NE $\frac{1}{4}$; thence N 87°46'09" W, along the southerly line of said NE $\frac{1}{4}$, a distance of 296.38 feet; thence leaving said line N 1°34'36" E 732.19 feet; thence S 89°16'00" E 300.01 feet to a point on the easterly line of said NE $\frac{1}{4}$; thence S 1°51'22" W, along said easterly line, 740.00 feet to the point of beginning, and as an APPURTENANCE THERETO Easement "A".

PARCEL 11: (10.00 Ac.±, net) Parcel #26031.9035

COMMENCING at the southeasterly corner of said NE $\frac{1}{4}$; thence N 1°51'22" E, along the easterly line of said NE $\frac{1}{4}$, a distance of 740.00 feet to the point of BEGINNING; thence from said point and leaving said easterly line N 89°16'00" W 314.35 feet; thence along a tangent curve to the left having a radius of 2835.14 feet, through a central angle of 1°44'00" and an arc distance of 85.77 feet; thence N 1°51'22" E 1154.14 feet; thence S 88°08'04" E 400.00 feet to a point on said easterly line of the NE $\frac{1}{4}$; thence S 1°51'22" W, along said easterly line, 1145.00 feet to the point of beginning, and SUBJECT TO and as an APPURTENANCE THERETO Easement "A" over, under, and across the southerly 60 feet of the herein described parcel.

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PARCEL 12: (10.00 Ac.±, net) Parcel #26031.9035

COMMENCING at the southeasterly corner of said NE¼; thence N 1°51'22" E, along the easterly line of said NE¼, a distance of 740.00 feet; thence leaving said line N 89°16'00" W 314.35 feet; thence along a tangent curve to the left having a radius of 2835.14 feet, through a central angle of 1°44'00" and an arc distance of 85.77 feet to the point of BEGINNING; thence continuing along said curve through a central angle of 6°16'00" and an arc distance of 310.09 feet; thence tangent to the preceding curve S 82°44'00" W 58.44 feet; thence N 0°29'04" W 1196.88 feet; thence S 88°08'04" E 414.82 feet; thence S 1°51'22" W 1154.14 feet to the point of beginning, and SUBJECT TO and as an APPURTENANCE THERETO Easement "A" over, under, and across the southerly 60 feet of the herein described parcel.

PARCEL 13: (10.03 Ac.±, net) 26031.9035

COMMENCING at the southeasterly corner of said NE¼; thence N 1°51'22" E, along the easterly line of said NE¼, a distance of 740.00 feet; thence leaving said easterly line N 89°16'00" W 314.35 feet; thence along a tangent curve to the left having a radius of 2835.14 feet, through a central angle of 8°00'00" and an arc distance of 395.86 feet; thence tangent to the preceding curve S 82°44'00" W 58.44 feet to the point of BEGINNING; thence from said point of beginning, and continuing S 82°44'00" W 87.81 feet; thence along a tangent curve to the right having a radius of 550.91 feet, through a central angle of 60°00'00" and an arc distance of 576.91 feet; thence tangent to the preceding curve N 37°16'00" W 304.88 feet; thence N 52°44'00" E 968.95 feet; thence S 0°29'04" E 1031.18 feet to the point of beginning, and SUBJECT TO and as an APPURTENANCE THERETO Easement "A" over, under, and across the southerly and southwesterly 60 feet of the herein described parcel.

PARCEL 14: (10.00 Ac.±, net) Parcel #26031.9035

COMMENCING at the southeasterly corner of said NE¼; thence N 1°51'22" E, along the easterly line of said NE¼, a distance of 740.00 feet; thence leaving said easterly line N 89°16'00" W 314.35 feet; thence along a tangent curve to the left having a radius of 2835.14 feet, through a central angle of 8°00'00" and an arc distance of 395.86 feet; thence tangent to the preceding curve S 82°44'00" W 146.25 feet; thence along a tangent curve to the right having a radius of 550.91 feet, through a central angle of 60°00'00" and an arc distance of 576.91 feet; thence tangent to the preceding curve N 37°16'00" W 304.88 feet to the point of BEGINNING; thence from said point of beginning and continuing N 37°16'00" W 238.06 feet; thence along a tangent curve to the right having a radius of 602.38 feet, through a central angle of 37°36'00" and an arc distance of 395.31 feet; thence tangent to the preceding curve N 0°20'00" E 152.51 feet; thence N 87°40'02" E 1036.82 feet; thence S 0°29'04" E 165.71 feet; thence S 52°44'00" W 968.95 feet to the point of beginning, and SUBJECT TO and as an APPURTENANCE THERETO Easement "A" over, under, and across the southwesterly and westerly 60 feet of the herein described parcel.

PARCEL 15: (10.00 Ac.±, net) Parcel #26031.9035

COMMENCING at the southeasterly corner of said NE¼; thence N 1°51'22" E, along the easterly line of said NE¼, a distance of 1885.00 feet; thence leaving said line N 88°08'04" W 814.82 feet to the point of BEGINNING; thence S 87°40'02" W 1036.82 feet; thence N 0°20'00" E 433.88 feet; thence along a tangent curve to the left having a radius of 40.00 feet, through a central angle of 80°30'00" and an arc distance of 56.19 feet to a point of cusp; thence S 80°10'00" E 159.63 feet; thence along a tangent curve to the left having a radius of 760.00 feet, through a central angle of 15°32'34" and an arc distance of 206.17 feet; thence tangent to the preceding curve N 84°17'26" E 728.00 feet; thence S 2°30'01" W 439.53 feet to the point of beginning, and SUBJECT TO and as an APPURTENANCE THERETO Easement "A" over, under, and across the westerly 60 feet of the herein described parcel, together with two spandrel shaped parcels as described in Easement "A".

INDEXED RECORDED

REQUEST BY FIRST AMERICAN TITLE

OCT 28 33 AM '92

WILLIAM E. DONAHUE
REGISTRAR
SPOKANE COUNTY WASH.
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