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Document Title(s)

Declaration of Covenants, Conditions and Restrictions and Reservation
of Easements for Woodland Estates Master Community.

Reference Number(s) of Related Documents

Grantor(s) (Last Name, First & Middle Initial)

Declarant: Northwood Properties and Northview Joint Venture

Grantee(s) (Last Name, First & Middle Initial)

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section

NE 1/4 of Sec 31, T26N, R44E.W.M.

Assessor's Tax Parcel ID Number: 46311.9094

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Date 7-9 2004

Spokane County Treas.

By m. Legenhardt



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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
WOODLAND ESTATES MASTER COMMUNITY
SPOKANE COUNTY, WASHINGTON

Unofficial Document

R. E. Excise Tax Exempt
Date 7-9 2004
Spokane County Treas.
By *m. [signature]*



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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
WOODLAND ESTATES MASTER COMMUNITY
SPOKANE COUNTY, WASHINGTON

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS ("Declaration"), is made on the date hereinafter set forth, by NORTHWOOD PROPERTIES, INC., a Washington corporation, THEODORE G. GUNNING and DIANE D. GUNNING, husband and wife, RAYMOND R. GUNNING, a single person, and NORTHVIEW JOINT VENTURE, a Washington general partnership ("Declarant"), with reference to the following facts:

A. Declarant is the Owner of, or has the authority to control and amend covenants with respect to that certain tract of land located in Spokane County, Washington, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Woodland Estates Community"). Woodland Estates Community is an overall development, the various phases of which have their own association for purposes of providing architectural control and maintenance of certain common improvements which are designed to be maintained exclusively by that phase.

B. This Declaration provides for an undivided ownership interest of each owner within the Woodland Estates Community in the Woodland Estates Master Homeowners' Association (the "Master Association"). The Master Association is established and governed by this Declaration, its Articles and By-Laws. The Master Association has authority and responsibility to manage, operate and maintain improvements and matters affecting the Woodland Estates Community, including individual plats therein.

With regard to existing plats within the Woodland Estates Community, this Declaration will only be binding upon such plats to the extent such matters are not governed by any individual covenants affecting any such existing individual plats within the Woodland Estates Community. To the extent any such individual plats are governed by their own association and/or covenants as of the date of recordation of this Declaration, such individually platted properties may become subject entirely to this Declaration by amendment or repeal by the owners in such affected plat or plats



through action and recorded documents, as provided by the applicable declaration and/or covenants covering said plat or plats.

C. To the extent any individual plat does not amend or repeal its declaration and/or covenants in order to be fully governed by this Declaration, then said plat or plats for which such existing declaration and/or covenants are not repealed shall be governed by this Declaration, only to the extent this Declaration is not duplicative of or inconsistent with said declaration and/or covenants for the affected plat or plats.

D. At the time of execution of these Covenants, it is acknowledged that the following existing associations are not governed by this declaration: Pheasant Run--Woodland Estates ("Pheasant Run"), Woodland Estates--Woodland Estates ("The Estates") Columbia Heights--Woodland Estates ("Columbia Heights"), and Columbia Heights First Addition--Woodland Estates ("Columbia Heights 1st").

In addition, the following existing plats are acknowledged to be partly governed by this Declaration and the Master Association and partly governed by an individual declaration specific to said plat: Bull Pine--Woodland Estates ("Bull Pine"), Red Oak--Woodland Estates ("Red Oak"), Blue Fox--Woodland Estates ("Blue Fox"), Sugar Pine--Woodland Estates ("Sugar Pine") and Vista Place--Woodland Estates ("Vista Place").

The following planned plats are intended to be covered and governed entirely by this Declaration and the Master Association from inception: Vistas--Woodland Estates ("Vistas"), Sunview Ridge--Woodland Estates ("Sunview Ridge"), Sunview Ridge 1st--Woodland Estates ("Sunview Ridge 1st"), The Point at Northwood and Vista Place 1st Addition--Woodland Estates ("Vista Place 1st").

As stated above, any or all of the above-referenced platted properties may become wholly governed by this Declaration and the Woodland Estates Master Association by repealing their existing covenants and electing to dissolve the existing nonprofit corporation created as an association governing only their specific plat.

The responsibilities assumed by the Master Association are referred to below as the General Common Area Obligations. Owners of lots in each phase within the Woodland Estates Community, who are not wholly governed by a separate set of covenants apart from the Master Community, shall participate in the Master Association, by being members therein and paying their share for General Common Area Obligations. Owners, if any, who remain wholly governed by a separate declaration and/or set of covenants, shall participate through their individual association in connection with the Master



Association, to pay their proportionate share of assessments. Definition 1.7 of this Declaration describes the General Common Areas for which General Common Area Obligations have been imposed on owners within the Woodland Estates Community.

In addition to General Common Area Obligations for which all owners within the Woodland Estates Community shall be and remain responsible for payment of a share of obligations, Limited Common Area Obligations will also be imposed on certain groups of members within the Woodland Estates Community. These members will contribute a proportionate share of costs for maintaining areas which benefit or have become the obligation of some, but not all members within the Woodland Estates Community. Definition 1.9 of this Declaration describes the presently identified Limited Common Areas for which Limited Common Area Obligations have been and will be imposed on some, but not all owners within the Woodland Estates Community.

E. Declarant hereby imposes on the Woodland Estates Community mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Lots within the Woodland Estates Community and the Owners thereof. Lots and property within the Woodland Estates Community shall be subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Woodland Estates Community in accordance with the plan for the improvement, maintenance and operation of General Common Areas as well as the Limited Common Areas. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Woodland Estates Community.

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ARTICLE 1
Definitions

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following meanings:

1.1 Articles: The Articles of Incorporation of the Master Association as amended from time to time.

1.2 Assessment: That portion of the cost of maintaining, improving, repairing, operating, and managing the Woodland Estates Community which is to be paid by the Lot Owners as determined by the Master Association under this Declaration. Assessments may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 6 of this Declaration.

1.3 Board or Board of Trustees: The governing body of the Master Association.

1.4 Bylaws: The Bylaws of the Master Association as amended from time to time. The initial Bylaws shall be as adopted by the incorporating member(s) of the Board of Trustees.

1.5 Declarant: NORTHWOOD PROPERTIES, INC., a Washington corporation, and Theodore G. Gunning and Diane D. Gunning, husband and wife, and any successor-in-interest, which is appointed in writing by the Declarant as Successor Declarant, but shall not include members of the public purchasing completed Lots.

1.6 Declaration: This Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time.

1.7 General Common Area: All the real property and improvements located within Woodland Estates Community, other than the Lots, and any Limited Common Areas and other than the various Common Areas owned by individual associations. The Master Association is to own the General Common Area, and manage, operate and maintain it for the benefit of all owners of lots in Woodland Estates Community. The owners of all lots in the Woodland Estates Community, along with owners of other lots in Woodland Estates Community, shall be responsible for payment of their share of General Common Area Obligations. Currently identified General Common Area and General Common Area Obligations shall include the following:



1.7(a) Community Park: That particular park which, although located within the boundaries of the plat for Columbia Heights--Woodland Estates, shall nevertheless be available for use by all other Phases within Woodland Estates Community, including Vista Place, provided that owners of lots in each such Phase are obligated to participate in payment of their share of park maintenance. The Master Association will own the Community Park.

1.7(b) Landscape General Common Area: Those portions of the General Common Area which consist of landscape and entrance areas, designated as such on the Plat Map for the Woodland Estates Community, or any plat of any part thereof, or other designated areas which may or may not be a part of the platted property, the maintenance of which shall nevertheless be the obligation of the Master Association.

1.7(c) Street Lighting: All street lighting within the Woodland Estates Community situated within or adjacent to public roads, private roads, landscape General Common Area, or other portions within the Property for the use and benefit of travelling within or about the overall development, to the extent repair, maintenance, operation, and upkeep are not paid or covered by third parties, or are not individually billed to Owners.

1.7(d) Storm Drainage Facilities: In addition to the pond maintenance obligations described in Section 1.10(2), the Woodland Estates Master Community will also impose an equal assessment on all owners within the Woodland Estates Community for any costs associated with maintaining any portions of the stormwater drainage facilities within Woodland Estates Community lying outside private road easements or tracts, to the extent not maintained by Spokane County.

1.8 General Common Area Obligations: All costs and expenses associated with maintenance of the General Common Areas, to be paid through assessments imposed by the Master Association.

1.9 Limited Common Area: All the real property and improvements located within the Woodland Estates Community, other than the Lots, and General Common Areas, which various Limited Common Areas were originally intended to or were dedicated to the use and benefit of specific plats or groups of plats within the Woodland Estates Community. The Master Association may own or



assume responsibility for such Limited Common Areas, and thereafter manage, operate and maintain those areas for the benefit of the affected lots within the Plat(s) intended or obligated to maintain such Limited Common Areas. Only owners associated with such Limited Common Areas shall share in the responsibility for payment of a share of such Limited Common Area Obligations. Currently identified Limited Common Areas and Limited Common Area Obligations are intended to include the following:

1.10 Limited Common Area Obligations: All costs and expenses associated with maintenance and repair obligations identified as Limited Common Area Obligations, to be paid through assessments imposed by the Master Association on the Lot Owners covered by each of the specific Limited Common Area Obligations who are required to contribute a share in connection therewith.

1.10(a) Private Roads: Private Roads, including any storm drainage improvements in private road easements that are not maintained by Spokane County, that are now or hereafter become governed by the Master Estates Community will be maintained collectively by the owners of all lots whose primary means of access to and from their respective building lots run from said private roads.

At present, the private roads within the Woodland Estates Community are identified as follows: Blue Fox Lane, Bull Pine Drive, Blue Spruce Lane, Cotton Court Lane, Sugar Pine Lane, Vista Park Drive, and Vistas Lane.

To the extent an individual association has a declaration and/or set of covenants providing that that individual association will pay the cost for maintaining any particular private road within the Woodland Estates Community (which will include drainage facilities in the private road easement or tract therefor), the Master Association shall not have responsibility for doing so. As noted above, however, any existing association for an individual plat within the Woodland Estates Community may elect to cause Limited Common Areas within their individual plat to be governed by the Master Association by electing to rescind the declaration and/or restrictive covenants covering their specific plat. The owners of all lots utilizing the private roadways now or hereafter covered by this Declaration as a primary means of access for ingress and egress to and from their respective building lots shall pay an equal share along with all other such owners obligated to share in maintenance expenses associated with the affected private road(s).



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1.10(b) Storm Drainage Facilities: Storm drainage facilities have been required by Spokane County to be constructed in conformance with approved plans on file with the Spokane County Engineer's Office. Maintenance of certain portions of the storm drainage facilities will be performed by Spokane County, with charges therefore to be paid by Building Lot Owners within the Woodland Estates Community through assessments imposed and collected by Spokane County. It is anticipated that such charges will be billed and collected in like fashion as real property taxes levied and collected by Spokane County.

In general, Lot Owners living in portions of the Woodland Estates Community for whom drainage flows generally to the south, and draining into the existing pond designated as Pond "A" on the face of the plat for the Woodland Estates Community, will pay these charges through Spokane County.

Notwithstanding anything in this Declaration to the contrary, provisions regarding maintenance of stormwater facilities imposed hereunder, or by any separate covenants, easements or similar documents imposed by Spokane County, shall not be subject to amendment or modification without the approval of Spokane County.

Lots for which storm drainage flows to drainage tracts which are not to be maintained by Spokane County, generally consisting of those lots for which storm drainage flows to the north, shall participate along with other such owners of Building Lots within the Woodland Estates Community to pay a proportionate share of maintenance costs for maintenance of such storm drainage tracts (identified as Tract B drainage tract and an additional tract located generally in the northeast portion of the Woodland Estates Community in a Common Area Tract within the Vista Place plat.

1.11 Lot: Any residential Lot shown upon the recorded plat for any phase within the Woodland Estates Community, created for the construction of a private dwelling. The term "Lot" does not include any portion of any Common Area within any plat or any General Common Area in any part of the Woodland Estates Community.

1.12 Master Association: Woodland Estates Master Homeowners Association, a Washington nonprofit corporation, formed or to be formed by Declarant in conjunction with the establishment of the Planned Lot Development of Woodland Estates Community, the members of which shall be Owners of Lots in Woodland Estates Community.



1.13 Member: A person entitled to Membership in the Master Association as provided herein.

1.14 Mortgage: Includes a recorded mortgage, deed of trust, real estate contract, or other comparable instrument creating a security interest in any Lot.

1.15 Mortgagee: Includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a mortgage on any Lot.

1.16 Mortgagor: Includes a mortgagor, the trustor of a deed of trust, real estate contract vendee or other individual granting a security interest in any Lot.

1.17 Owner or Owners: The record holder or holders of title to or a contract vendee's interest in a Lot in the Woodland Estates Community. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner," and the fee owner shall be considered as a mortgagee.

1.18 Person: Any natural person, corporation, partnership, association, trustee, or other legal entity.

1.19 Woodland Estates Community: A group of development phases developed as individual plats, currently being developed by Declarant, in an area of Spokane County, Washington commonly known as Northwood, and approved pursuant to a preliminary plat as the Woodland Estates Master Plat under numbers PE-1729-93, PE-1771-95 and SP-776-92, including and intended to include the following as identified in Recital D. above in this Declaration: Pheasant Run, The Estates, Columbia Heights, Columbia Heights 1st, Bull Pine, Red Oak, Blue Fox, Sugar Pine, Vista Place, Sunview Ridge, Vistas, Sunview Ridge 1st, The Point at Northwood and Vista Place 1st Addition

Woodland Estates Community is generally located west of Argonne Road, north of Columbia Drive and north and east of previously existing Northwood Subdivisions.



ARTICLE 2

Master Association, Administration, Membership and Voting Rights

2.1 Organization of Master Association.

The Master Association is or shall be incorporated under the name of WOODLAND ESTATES MASTER HOMEOWNERS' ASSOCIATION, pursuant to the Washington Nonprofit Corporation Act.

2.2 Duties and Powers.

The duties and powers of the Master Association are those set forth in this Declaration, the Articles and Bylaws, together with its general and implied powers as a nonprofit corporation, generally to do any and all things that a nonprofit corporation organized under the laws of the State of Washington may lawfully do which are necessary or proper for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles and Bylaws.

2.3 Membership.

The Owner of a Lot shall automatically, upon becoming the Owner of that Lot, be a Member of the Master Association, and shall remain a Member thereof until such time as such ownership ceases for any reason, at which time such Membership in the Master Association shall automatically cease. Membership shall be in accordance with the Articles and Bylaws of the Master Association.

2.4 Transferred Membership.

Membership in the Master Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in such name to the purchaser or transferee of such Owner's Lot, the Master Association shall have the right to record the transfer upon its books. Thereupon the old membership outstanding in the name of the seller/transferor shall be null and void.

2.5 Classes of Membership.

The Master Association shall have two (2) classes of voting membership established according to the following provisions:

2.5.1 Class A Membership. Class A Membership shall be that held by each Owner of a Lot other than Declarant and each



Class A Member shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Master Association, but there shall be no more than one (1) vote for such Lot. Fractional voting with respect to a particular Lot shall not be allowed, and if the Owners of a Lot present at a meeting of the Master Association, in person or by proxy, cannot agree on how their vote should be cast, no vote shall be cast with respect to that Lot.

2.5.2 Class B Membership. Class B Membership shall be that membership held by Declarant (or its successor-in-interest) who shall be entitled to four (4) votes for each Lot owned by Declarant. For purposes of computing the number of Lots for purposes of this provision only, each preliminarily platted lot within any phase or proposed phase within the Woodland Estates Community shall be counted as a Lot. It is understood that as additional Phases within the Woodland Estates Community receive preliminary plat approval, additional Lots will be included within the overall computation of lots for determining the total voting power of Class A Members and Class B Members within the Master Association. Class B Membership shall be converted to Class A Membership and shall forever cease to exist on the occurrence of whichever of the following is first in time:

(a) When the total outstanding voting power held by Class A Members equals the total outstanding voting power (quadrupled as above) held by the Class B Members, and a special meeting of the Membership is conducted at which Declarant's control of the Master Association is transferred to a new Board of Trustees.

(b) Upon the voluntary written relinquishment by Declarant of its Class B Membership.

At such time as Declarant's Class B Membership is to terminate pursuant to either of the subparagraphs above, Declarant or any group of Owners representing Ownership of at least ten percent (10%) of the Lots in the Woodland Estates Community may give notice to the Master Association, in writing, which notice may include, among other things, a request for a special meeting to relinquish Declarant's control, establish a new Board of Trustees, a new slate of officers, or any other activities necessitated by the termination of the Class B Membership of Declarant.

2.6 Voting Requirements.

Except as otherwise expressly provided in this Declaration, the Articles or the Bylaws, any action by the Master Association requiring approval of the Master Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power of the Master



Association (both classes combined). Provided, any matter subjected to a vote which would change the relative voting powers, or the relative rights and/or obligations of Members based on class of Membership shall require the vote or written assent of the prescribed percentage of the voting power of each class of Membership.

2.7 Membership Meetings.

Regular and special meetings of Members of the Master Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Master Association.

2.8 Board of Trustees and Authority.

The affairs and management of the Master Association shall be managed by a Board of Trustees, which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Master Association.

2.9 Use of Agent.

The Board of Trustees, on behalf of the Master Association, may contract with a professional management agent for the performance of maintenance and repair and for conducting other activities on behalf of the Master Association, as may be determined by the Board.

2.10 Activation of Master Association.

Declarant shall activate the Master Association contemporaneously with the filing of this Declaration.

2.11 Release of Liability of Trustees.

By becoming an Owner of any Lot within the Woodland Estates Community covered by this Declaration, each Owner releases the Board of Trustees and officers of the Master Association, as well as the board of trustees and officers of the Master Association (collectively, "Representatives"), from all costs, expenses, judgments and liabilities, including attorneys' fees, reasonably incurred, or imposed upon such Representatives in connection with or resulting from any action in which the Representatives are involved by virtue of their having acted as the same on behalf of the Master Association or Master Association. Provided, such release shall not apply to those actions involving gross negligence or willful misconduct.



ARTICLE 3

Rights in General Common Area and Limited Common Area

3.1 General Common Area and Limited Common Area.

The General Common Area and Limited Common Area shall include all real property and improvements within the General Common Area and Limited Common Area as designated in Sections 1.7 and 1.10, and any other land or improvements which may be conveyed to and accepted by the Master Association. All General Common Area and Limited Common Area are dedicated to the common use and enjoyment of Owners within the Woodland Estates Community and, with regard to the community park and street lighting, the general public. Notwithstanding the transfer of the General Common Area and Limited Common Area to the Master Association, the Declarant hereby reserves in and to itself and its successors in interest and assigns, an easement (and the right to grant further easements) over, under, on and across the General Common Area and Limited Common Area, and to and from any portion of the Woodland Estates Community for the purpose of construction, maintenance, or repair work, and for ingress and egress to and from, and provision of utilities and services to, adjacent property in connection with the development, use, and occupancy thereof.

3.2 Partition of General Common Area and Limited Common Area Prohibited.

Regardless of the possible dissolution of the Master Association and the conveyance of fee title to the General Common Area and Limited Common Area to the Owners as tenants in common pursuant thereto, no Owner shall bring any action for participation or division of any part of the General Common Area or Limited Common Area, it being agreed that this restriction is necessary in order to preserve the rights of Owners with respect to the common operation, management, use, and enjoyment of the General Common Area and Limited Common Area.

3.3 Subservient Estate.

The General Common Area and Limited Common Area and rights in the General Common Area and Limited Common Area and hereby declared subservient to the interests of the Lot Owners and shall not be separately sold.

3.4 Damage by Member.

Each Member shall be liable to the Master Association for any damage to the General Common Area or Limited Common Area, to the extent not fully reimbursed to the Master Association by insurance, if the damage is sustained because of the negligence or fault of



the Member, or Member's guests, tenants, or invitees, or any other persons deriving their right and easement of use and enjoyment of the General Common Area and Limited Common Area from the Member, or Member's family and guests, both minor and adult. Additionally, the responsible Member shall be obligated to reimburse the Master Association for the increase, if any, in insurance premiums directly attributable to the damage caused by the Member or the person for whom the Member may be responsible, as described above. The Master Association shall have the right to levy a Special Assessment against the Member's Lot equal to all costs incurred by the Master Association, as described above, including repairs and corrections to the extent not covered by insurance and any increase in insurance premiums. Any such Special Assessment may be enforced as provided hereby for the enforcement of any other assessment.

3.5 Storm Drainage Facilities.

Storm drainage facilities have been required to be constructed in conformance with approved plans on file with the Spokane County Engineer's Office. Maintenance of certain portions of the storm drainage facilities is to be performed by Spokane County, with charges therefore to be paid by some Lot Owners within Woodland Estates Community through assessments imposed and collected by Spokane County. Maintenance of other portions of the storm drainage facilities, including storm drainage ponds and portions of storm drainage facilities located in the easements or tracts for private roads, is to be performed through Limited Common Area obligations imposed on the owners whose storm drainage flows to such ponds, or whose lots derive primary access from said private roads, as applicable, as described above in this Declaration. Charges therefore are to be paid through Limited Common Area assessments collected through the individual association for the affected plat, if applicable, or through the Master Association, should the owners of said plat be or become subject to the jurisdiction of the Master Association with respect to such obligations. Maintenance of other portions of the stormwater drainage facilities not being performed by Spokane County or being paid as Limited Common Area Obligations constitute an obligation running with all portions of the Woodland Estates Community, with such obligations to be treated as General Common Area obligations payable through General Common Area assessments.

Notwithstanding anything in this Declaration to the contrary, the stormwater facilities within the General Common Areas and applicable Limited Common Areas, but outside of the County service area, must be maintained according to the approved plans and specifications on file with the Spokane County Engineers Office as well as any past, present and future O & M Manuals prepared by the engineer for the Property (which engineer through the Effective date of this Declaration has been CLC Associates, Inc.), and as well as in accordance with any private road and/or drainage



maintenance covenants which may have been filed. The provisions in any of the above instruments, documents and agreements, as well as the provisions herein regarding maintenance of stormwater facilities imposed under this Declaration, or by any other separate covenants required by Spokane County, shall not be subject to amendment or modification without the approval of Spokane County.

ARTICLE 4

Repair and Maintenance Rights and Duties of Master Association

Subject to provisions in this Declaration pertaining to eminent domain and destruction of improvements, the Master Association shall paint, maintain, repair and replace all improvements placed or constructed in the Common Area, or shall contract for such maintenance, repair and replacement to assure maintenance of such improvements in good condition, reasonable wear and tear excepted. For the purpose of performing any maintenance, repair or replacement as authorized by this Article, or for any purpose related to the performance by the Board of its responsibilities under this Declaration, the Master Association (and its agents and employees) shall have an irrevocable easement over and onto all portions of the General Common Area and Limited Common Area within any Phase, and the General Common Area and Limited Common Area, and shall also have the irrevocable right, after reasonable notice to the Owner, and at reasonable hours, to enter any Lot.

Notwithstanding anything else in this Declaration, neither the Declarant nor the Master Association shall have the obligation to restore naturally existing features or conditions of the real property within the General Common Area or Limited Common Area which are altered by weather, acts of God, or catastrophic events, to the extent such repair or restoration is not covered by insurance procured on behalf of the Master Association. The primary obligation of the Master Association with regard to maintenance and repair pertains to improvements constructed as part of the General Common Area or Limited Common Area.

ARTICLE 5

Master Association Maintenance Funds and Assessments

5.1 Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Woodland Estates Community, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefor, whether or not it shall



be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Master Association the following assessments, which shall be established and collected as provided herein and in the Bylaws of the Master Association:

- 5.1.1 Regular Assessments;
- 5.1.2 Extraordinary Assessments; and
- 5.1.3 Special Assessments.

All assessments, together with interest, costs, and actual attorneys' fees, shall be a personal obligation of the Lot Owner and a charge and a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. No Owners of a Lot may exempt themselves from liability for their contribution toward the common expenses by waiver of the use or enjoyment of any of the General Common Area or Limited Common Area, or by the abandonment of such Lot.

5.2 Purpose of Assessments.

The assessments levied by the Master Association shall be used exclusively for the improvement, maintenance and repair of the General Common Area and Limited Common Area, and for such purposes consistent therewith as will promote the common good of the Woodland Estates Community.

5.3 Regular Assessments.

Until the end of the Master Association's fiscal year immediately following the closing of the sale of the first Lot in the Woodland Estates Community, the annual maximum Regular Assessment per Lot shall be such amount as is set forth in the Woodland Estates Community's budget prepared by Declarant. Each Lot's share for the first fiscal year shall also be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment against each Lot, recognizing that Owners of Lots obligated to share in Limited Common Area obligations will have obligation to pay Regular Assessment amounts not imposed on other lots.

5.4 Extraordinary Assessments.

In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, an Extraordinary Assessment applicable to that year only for the purpose of defraying, in whole



or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the General Common Area or Limited Common Area, as applicable, including fixtures and personal property related thereto, or of any component of any Dwelling for which the Master Association is responsible, or to defray any unanticipated or underestimated expense not covered by the Regular Assessment (and, where necessary, for taxes assessed against the General Common Area or Limited Common Area). Provided, the aggregate Extraordinary Assessments for any fiscal year shall not exceed 40 percent (40%) of the budgeted gross expenses of the Master Association for that fiscal year, without the vote or written assent of two-thirds of the voting power of each class of Members.

5.5 Special Assessments.

In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency) against an individual Lot and its Owner to reimburse the Master Association for any costs incurred in connection with repairs to the General Common Area or Limited Common Area which are or become the obligation of an Owner of any Lot, including actual attorneys' fees and costs.

5.6 Allocation of Assessments.

Each Lot shall bear an equal share of each Regular and Extraordinary Assessment, to the extent the assessment pertains to a General Common Area obligation. Each lot responsible to share in a portion of any Limited Common Area obligation shall bear an equal share of each regular and extraordinary assessment for that obligation, along with other owners required to bear a share of such obligation. With regard to other obligations or services which may be imposed upon or assumed by the Master Association, allocation of the assessments shall be based on the nature and the benefit derived and the Lots receiving direct benefit therefrom, as determined by the Board of Trustees, in its discretion, with such obligations to either be categorized as General Common Area obligations or Limited Common Area obligations.

Provided, the Master Association or Declarant shall have the authority to waive the Assessment for any Lot as to any portion of an assessment which is attributable to the improvements upon the Lot or use by Owners of the Lots, such as snow plowing, if no improvements have been constructed upon that particular Lot seeking waiver of the assessment. No waiver shall be authorized for any Lot once a certificate of occupancy or its equivalent has been issued for such Lot, or after 120 days have passed since the issuance of a building permit for construction of a dwelling upon such Lot, whichever first occurs.



5.7 Date of Commencement of Assessment.

The Regular Assessments provided for herein shall commence as to all Lots in the Woodland Estates Community on the first day of the month following closing of the sale of the first Lot in the Woodland Estates Community. No notice of such assessment shall be required other than an annual notice setting forth the amount of the monthly assessment.

5.8 Exempt Property.

Notwithstanding any other provision included in this Declaration, including this Article 6, the following property, which is otherwise subject to this Declaration, shall be exempt from all Regular, Extraordinary, and Special Assessments created herein.

5.8.1 All Lots and property owned by the Declarant which have not been improved with a residential structure for dwelling use;

5.8.2 All Lots and properties dedicated to and accepted by a local public authority;

5.8.3 Each Lot owned by a licensed building contractor, but only until the sooner of the date on which a certificate of occupancy or its equivalent has been issued for the Lot, or six (6) months from the date of the closing of the sale of such Lot by Declarant has passed, after which time the assessments shall be applicable, subject to the provisions of Section 6.6.

5.8.4 All General Common Area and Limited Common Area.

5.9 Transfer of Lot by Sale or Foreclosure.

The sale or transfer of any Lot shall not affect any assessment lien, or relieve the Lot from any liability therefor, 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 Lot pursuant to foreclosure or by deed in lieu of foreclosure of a recorded mortgage given in good faith and for value, who obtained a statement from the Board as provided in the final paragraph of this Section 6.9 indicating that no assessments were unpaid as of the date the mortgage was executed, shall extinguish the lien of all such assessments as to payments which became due prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner, who was such prior to such sale or transfer, for unpaid assessments. Any assessments for which the liens are extinguished pursuant to this Section shall be



deemed to be common expenses collectible as part of other Assessments from all of the Lots, including the Lot for which the lien was extinguished. In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments of the Master Association against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

Any prospective lender or grantee shall be entitled to a statement from the Board, setting forth the amount of unpaid assessments due the Master Association, and such lender or grantee shall not be liable for, nor shall the Lot conveyed be subject to, a lien for any unpaid assessments arising prior to such statement, in excess of the amount set forth in the statement. Provided, any grantee shall be liable for any assessments becoming due after the date of any such statement.

5.10 Enforcement of Assessment Obligations; Priorities; Discipline.

If any part of any assessment is not paid and received by the Master Association or its designated agent within thirty (30) days after the due date, such assessment shall thereafter bear interest at the rate of 12 percent (12%) per annum until paid. Each unpaid assessment shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien of charges or any mortgage of record made in good faith and for value who obtained a statement from the Master Association as provided in Section 6.9. Such lien, when delinquent, may be enforced by sale by the Master Association, its attorney or other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such assessment, in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Master Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid assessments, and attorneys' fees may be maintained without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorneys' fees and costs and may temporarily suspend the Master Association Membership rights of a Lot Owner who is in default in payment of any Assessment, after notice and hearing according to the Bylaws.



5.11 Payment of Taxes Assessed Against General Common Area or Limited Common Area, or Personal Property of Master Association.

In the event that any taxes are assessed against the General Common Area or Limited Common Area or the personal property of the Master Association, rather than against the Lots, said taxes shall be included in the assessments made under the provisions of this Article, and, if necessary, an Extraordinary Assessment may be levied against the Lots in an amount equal to said taxes (regardless of the limitation on Extraordinary Assessments set forth in Section 6.4 above), to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

ARTICLE 6

Easements and Utilities

6.1 Access and Maintenance Easements.

Declarant expressly reserves for the benefit of all Owners and the Master Association, reciprocal, nonexclusive easements for access, ingress and egress, utilities, services and appropriate signage for marketing and designation of the location and names of the different Phases, over all of the reserved easements shown on the Plat, General Common Area, Limited Common Area, 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 Declarant, its successors, purchasers and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Woodland Estates Community, for walkways, utilities, storm water drainage, vehicular access and such other purposes reasonably necessary for use and enjoyment of the Lots in all portions of the Woodland Estates Community.

Declarant also expressly reserves for the benefit of the Master Association, and all agents, officers and employees of the either of them, nonexclusive easements over all General Common Area and Limited Common Area as necessary to repair and maintain the General Common Area and Limited Common Area. Such easements over all Common Areas shall be appurtenant to, binding upon and shall pass with the title to, every Lot conveyed.

6.2 Encroachments, Maintenance and Utility Easements.

Declarant also expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Master Association, easements over and under the entire Woodland Estates Community (together with the right to grant and transfer the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, heating and air conditioning facilities, 208 drainage swales, cable or



master television antenna lines, drainage facilities, walkways, landscaping and street lighting, signage for marketing and location and name of various Phases, and other utilities and services which may be convenient or appropriate, as may be hereafter required or convenient to serve the Woodland Estates Community and/or other phases within the overall development. Declarant expressly reserves the right to grant to Spokane County, Pasadena Irrigation District, Avista Utilities, U.S. West Communications, and the successors of any of the above, as well as other utilities and public authorities which may now or hereafter provide utilities or services within the Property and/or other Phases within the entire Woodland Estates Community.

ARTICLE 7 Insurance

7.1 Duty to Obtain Insurance; Types.

The Board shall cause to be obtained and maintained the following policies of insurance:

(a) Hazard Insurance: A "master" or "blanket" type of hazard insurance policy or policies with respect to the Common Area, protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement. The hazard policy shall cover one hundred percent (100%) of the current replacement cost of all insured facilities.

(b) Liability Insurance: A comprehensive general liability insurance policy covering all General Common Area, Limited Common Area, and other areas that may be under the supervision of the Master Association. The liability policy shall provide coverage of at least \$1,000,000, covering bodily injury and property damage resulting from the operation, maintenance or use of the General Common Area, Limited Common Area, and any legal liability resulting from lawsuits related to employment contracts to which the Master Association may be a party. Provided the minimum required insurance amount may be adjusted in the future, in the discretion of the Board, based on increases in the cost of living.

7.2 Waiver of Claim Against Master Association.

As to all policies of insurance maintained by or for the benefit of the Master Association and the Owners, the Master Association and the Owners hereby waive and release all claims against one another, the Board of Trustees and Declarant, to the



extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

7.3 Insurance Premiums.

Insurance premiums for any blanket insurance coverage obtained by the Master Association and any other insurance deemed necessary by the Board of Trustees shall be a common expense to be included in the regular assessments levied by the Master Association and collected from the Owners.

7.4 Trustee for Policies.

The Master Association, acting through its Board of Trustees, is hereby appointed and shall be deemed trustee of the interests of every named insured under policies of insurance purchased and maintained by the Master Association. All insurance proceeds under any such policies as provided for in Section 9.1 above shall be paid to the Board of Trustees, as trustees. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Master Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire, of mortgagees who have filed written requests within ten (10) days of receipt of notice of any damage or destruction as provided in this Declaration. Any two (2) Trustees of the Master Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

ARTICLE 8

Residence and Use Restrictions

In addition to all of the covenants contained herein, the use of the Property and each Lot therein is subject to the following:

8.1 Use of Individual Lots.

No structure or building of any kind shall be erected on any Lot other than a single family dwelling designed for single family residential occupancy only, not to exceed two stories in height, except for accessory buildings approved by the Architectural Committee as provided for in Section 8.15. All houses will have a garage constructed for at least two (2) cars.



8.2 Business Use Prohibited.

No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot, or within any dwelling located on a Lot, nor shall any goods, equipment, vehicles, including buses, trucks and trailers of any description, or materials or supplies used in connection with the trade, service or business, wherever the same may be conducted, or any vehicles in excess of 12,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes, be kept, parked, stored, dismantled or repaired outside of any permitted enclosed structure upon such Lot, or on any of the Roads. Provided, home occupations may be permitted with the specific written approval of the Architectural Committee.

8.3 Temporary Structures.

No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

8.4 Minimum Dwelling Size.

The minimum size for the ground floor of the main structure of a dwelling, exclusive of open porches and garages, shall be established by the Architectural Committee and may be different between various Phases or even between various Lots within the same Phase.

8.5 Completion of Construction.

Any dwelling erected or placed on any Lot shall be completed as to external appearance, including finished painting, within nine (9) months from the date of commencement of construction. Each Lot Owner shall be required to clean up the Lot of all cut or fallen trees, bushes, shrubs, etc. (clearing and grubbing) within two weeks after the clearing and grubbing activity begins and to haul the debris away from the subdivision. Each Lot Owner shall also be required to clean up the Lot within ten (10) days of completing construction or when deemed necessary by the Architectural Committee to present a neat and tidy appearance to each Lot during the building process.

8.6 Nuisances.

No noxious, illegal, or offensive activities shall be carried on in any dwelling, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet



enjoyment of any of the Owners of such dwelling, or which shall in any way increase the rate of insurance for the Property, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

8.7 Signs.

Signs advertising Lots for sale or rent may be displayed on the appropriate Lot without prior approval of the Board or the Architectural Committee, provided that such signs shall be of reasonable and customary size, not to exceed five (5) square feet. Except as expressly permitted by this Section, no signs shall be displayed to the public view on any dwellings or on any portion of the Property, unless first approved by the Board of Trustees or the Architectural Committee.

8.8 Animals.

No animals or birds of any kind shall be raised, bred, or kept in any dwelling, or on any portion of the Property; except that no more than three (3) usual and ordinary household pets such as dogs and cats may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and that they are kept under reasonable control at all times. Any such dog shall be kept on a leash at all times that the dog is in any General or Limited Common Area. Owners shall prevent their pets from soiling all portions of the General Common Area and Limited Common Areas and in the event a pet does soil a portion of the General Common Area or Limited Common Area, the Owner or person in control of such pet shall immediately clean up after the pet. The Board may enact reasonable rules respecting the keeping of animals within the Property and may designate certain areas in which animals may not be taken or kept, or may require that specific animals not be allowed on any part of the Property.

NO PIT BULLDOGS SHALL BE PERMITTED ANYWHERE ON THE PROPERTY BY ANY PERSON FOR ANY REASON AT ANY TIME, PIT BULL being defined as the American Stafford Shire Terrier by the American Kennel Club or the Stafford Shire Bull Terrier by the A.K.C., or the American Pit Bull Terrier by the United Kennel Club.



8.9 Pathways.

All walks, roads, bike paths and pedestrian paths located within any General Common Area or Limited Common Area are for the use of Association Members on an equal basis, subject to reasonable rules and regulations promulgated in writing by the Association. It shall be the responsibility of each Member to allow maximum ease of pedestrian, bicycle and vehicular ingress and egress over walks, roads and driveways by allowing no obstruction or barrier on, across or adjacent to sidewalks or paths which would interfere with any other Member's use of the General Common Area or Limited Common Areas or access to such dwelling.

8.10 Garbage and Refuse Disposal.

All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from view of other dwellings, roads and the General Common Area and Limited Common Areas.

8.11 Radio and Television Antennas.

Except as required to be permitted under applicable statute, ordinance or regulation, no Owner may construct, use, or operate his own external radio, television antenna, or other electronic antenna or dish without the consent of the Architectural Committee, or unless such item is screened from view from roads and adjoining lots.

8.12 Clothes Lines.

No exterior clothes lines shall be erected or maintained without the consent of the Architectural Committee.

8.13 Power Equipment and Car Maintenance.

No commercial power equipment utilized for work other than routine maintenance of the Lot or improvements, and no work shops or car maintenance of any nature whatsoever (other than minor repairs requiring no more than twenty-four (24) hours work) shall be permitted on the Property except with prior written approval of the Board of Trustees. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar matters.



8.14 Parking.

Parking of boats, trailers, motorcycles, trucks, truck/campers, motor homes, and like equipment shall not be allowed on any part of the Property, nor on the General Common Area, nor the Limited Common Areas, excepting only within the confines of an enclosed garage and no portion of the same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Committee and except for loading, unloading, or maintenance, which shall not exceed 48 hours. All other parking of equipment shall be prohibited except in such areas, fully screened from public view, as may be approved in writing by the Architectural Committee. If any of the provisions of this section are violated, the Board of the Association may employ a tow truck to remove the vehicle after prior written notice to the Owner and the Owner of the vehicle shall be responsible for any charges arising therefrom. This Section shall not preclude the parking of automobiles, pickups, SUVs or other vehicles used in the transportation of the occupants of the dwelling.

8.15 Accessory Buildings.

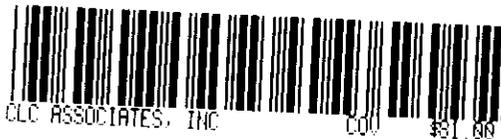
Accessory buildings such as storage structures and detached garages, which are incidental to a primary residence may be constructed only with the written consent of the Architectural Committee.

8.16 Exterior Lighting.

All proposed exterior lighting must be submitted to the Architectural Committee for approval and shall be allowed only in very limited circumstances and situations. No halogen or high intensity yard lights shall be allowed.

8.17 No Warranty of Enforceability.

While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 8 or elsewhere 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 future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Property in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by becoming an Owner of a Lot agrees to hold Declarant harmless therefrom.



8.18 Fences.

Written plans for all fences must be submitted to the Architectural Committee prior to construction and must be approved by the Architectural Committee as to size, location, color and location of materials. In no event shall cyclone fences be constructed if visible from any road within the Property other than as approved by the Architectural Committee, which approval will only be granted in extraordinary situations.

ARTICLE 9

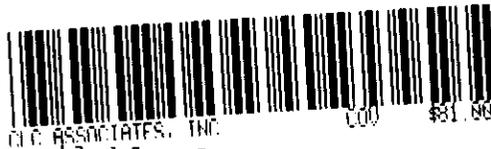
Destruction of Improvements

9.1 Damage to General Common Area or Limited Common Areas.

In the event of any destruction of any portion of the General Common Area or Limited Common Areas, the repair or replacement of which is wholly or partly the responsibility of the Master Association, the Master Association shall restore and repair such General Common Area or Limited Common Area, as applicable, improvement, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 9 shall be used for such purpose, unless otherwise provided herein. To the extent reasonably practicable, improvements to the General Common Area and Limited Common Areas shall be reconstructed or rebuilt to their former condition. If the amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall have the authority to levy an Extraordinary Assessment for the deficiency and proceed with such restoration and repair.

9.2 Damage to Dwellings.

In the event of any damage or destruction to any dwellings, permitted buildings, or other improvements constructed upon a lot or within any phase of the Woodland Estates Community, the responsibility for which rests wholly or partly with the Master Association, the proceeds of any insurance maintained pursuant to Article 9 hereof shall be considered excess coverage above any proceeds available to the Owners from their own insurance policies. Subject to the foregoing, the proceeds of insurance maintained pursuant to Article 7 for reconstruction or repair of the General Common Area and Limited Common Areas and other damaged portions of the Property shall be made available for such purpose, unless otherwise provided herein. Any dwelling shall be reconstructed or rebuilt substantially in accordance with the originally approved construction plans, except as may otherwise be approved by the board of the association for the phase within which such dwelling



is situated. If the amount available from the proceeds of all insurance policies for restoration and repair is less than the estimated cost of restoration and repair, the Owner(s) of the dwelling or dwellings shall be responsible for the deficiency and the Board shall have the power to levy a Special Assessment to secure payment of the deficiency. In the event more than one dwelling is damaged or destroyed, the available insurance proceeds shall be allocated according to the estimated costs of repair and restoration of each dwelling.

9.3 Appraisal of Damage.

In the event the parties affected by damage or destruction to the Woodland Estates Community cannot agree, within twenty (20) days of the date of the damage, on the estimated cost of repair or the allocations referred to in this Article 10, the Master Association shall appoint three (3) independent appraisers having at least five (5) years full-time appraisal experience in Spokane County, Washington, to appraise the damage and establish allocations among various damaged portions of the Woodland Estates Community. Within twenty (20) days after the selection of the appraisers, a majority of the appraisers shall set the estimates and allocations. If a majority of the appraisers are unable to agree within the stipulated period of time, the average of the three (3) appraisals shall be utilized. If, however, the lowest appraisal and/or the highest appraisal is more than fifteen percent (15%) lower and/or higher than the middle appraisal, such lowest appraisal and/or the highest appraisal, as applicable, shall be disregarded. If only one appraisal is disregarded, the average of the two remaining appraisals shall be utilized. If both the lowest and highest appraisals are disregarded, the middle appraisal shall be utilized. The cost of the appraisals required by this subsection shall be paid by the Master Association and reimbursed by the Owners whose Property has been damaged through Special Assessment.

9.4 Interior Damage.

Restoration and repair of any damage to the interior of any individual dwelling, including without limitation all fixtures, cabinets and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of the Owner of the dwelling so damaged.

Unrecorded



ARTICLE 10
Declarant's Rights and Reservations

10.1 Declarant's Right of Access.

Declarant is undertaking the work of construction of improvements to the Woodland Estates Community, including work compatible with residential development of the Woodland Estates Community. The completion of that work and the sale or other disposition of the Lots is essential to the establishment and welfare of the Woodland Estates Community as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

10.1.1 Prevent Declarant, its contractors, or subcontractors from doing on the Woodland Estates Community, whatever is reasonably necessary or advisable in connection with the completion of the work; or

10.1.2 Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Woodland Estates Community, such structures as may be reasonable or necessary for the conduct of Declarant's business of completing said work and establishing said Property as a residential community and disposing of the same in parcels by sale or other disposition; or

10.1.3 Prevent Declarant from maintaining such sign or signs on any of the Woodland Estates Community as may be appropriate, in Declarant's discretion, for the sale or disposition thereof.

10.2 Termination of Any Responsibility of Declarant.

In the event Declarant shall convey all of its right, title and interest in and to the Woodland Estates Community to any partnership, individual or individuals, corporation or corporations, or other entity, then Declarant shall be relieved of the performance of any further duty or obligation hereunder. Such partnership, individual or individuals, corporation or corporations, or other entity shall be obligated to perform all such duties and obligations of the Declarant, and shall have all right and authority as the Declarant, as Declarant's successor in interest.

10.3 Right to Annex Additional Property.

Additional property may eventually be annexed to and placed under the effect of this Declaration by the Declarant recording a



Declaration of Annexation to that effect. This Declaration shall apply equally to said annexed property as though originally a part hereof. No signature of Members of the Master Association shall be required to effect annexation of additional property.

Each Declaration of Annexation shall legally describe the property to be annexed and set forth any General Common Area and/or Limited Common Area located within such newly annexed property, and may contain such ancillary additions and modifications of the covenants and restrictions contained herein as may be necessary to reflect the different character, if any, of the newly annexed property which are not inconsistent with the scheme of this Declaration. In particular, the Declaration of Annexation shall specify any private roads and a specific procedure as to the collection of maintenance assessments for the maintenance of such private roads.

Upon annexation of additional property, the annexed property shall become subject to this Declaration without the necessity of amending individual sections hereof. The Owners of Lots will continue to have the same easements, rights and interests therein and will acquire similar easements, rights and interests in the annexed property. Owners of Lots in the newly annexed property will likewise acquire similar easements, rights and interests in all portions of the Woodland Estates Community and will become Members of the Master Association.

ARTICLE 11

Rights of Mortgagees

Notwithstanding any other provision of this Declaration, no amendment or violation of this Declaration shall operate to defeat or render invalid the rights of any first mortgagee of a Lot made in good faith for value, provided that after the foreclosure of any such mortgage, such Lot shall remain subject to this Declaration, as amended. Notwithstanding any and all provisions of this Declaration to the contrary, in order to induce various lenders to participate in the financing of the sale of Lots within the Woodland Estates Community, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of this Declaration, these added restrictions shall control):

11.1 Each first mortgagee of a mortgage encumbering any Lot, upon filing a written request for notification with the Board, is entitled to written notification from the Master Association of the amount of any unpaid assessments, including the nature and extent of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations under this Declaration, which default



is not cured within thirty (30) days after the Master Association learns of such default. For purposes of this Declaration, a "first mortgagee" shall mean a first mortgagee of a mortgage with first priority over other mortgages on a Lot.

11.2 Each first mortgagee of a mortgage encumbering any Lot, whose security interest was acquired in good faith and after receipt of the Master Association's written notification that there were no unpaid assessments or other defaults by the mortgagor, and who obtains title to such Lot pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Lot free and clear of any claims for unpaid assessments or charges against such Lot which accrued prior to the time such holder acquired title to such Lot.

11.3 Unless at least two-thirds (2/3rds) of the first mortgagees (based upon one (1) vote for each mortgage owned) or two-thirds (2/3rds) of the Owners other than Declarant) have given their prior written approval, neither the Master Association nor the Owners shall:

11.3.1 change the method of determining the obligations, assessment dues or other charges (other than the special assessments or late charges imposed by the Board in accordance with the provisions of this Declaration), which may be levied against any Owner; or

11.3.2 by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the General Common Area or any Limited Common Area. (The granting of easements for public utilities or for other purposes consistent with the intended use of the General Common Area or Limited Common Area under this Declaration shall not be deemed a transfer within the meaning of this clause); or

11.3.3 fail to maintain or cause to be maintained fire and extended coverage insurance on the General Common Area and/or Limited Common Area as provided in Article 9 of this Declaration.

11.4 First mortgagees, upon written request, shall have the right to (1) examine the books and records of the Master Association during the normal business hours; (2) require from the Master Association the submission of annual financial reports and other financial data; (3) receive written notice of all meetings of the Owners; and (4) designate, in writing, a representative to attend all such meetings.



ARTICLE 12
Duration and Amendment

12.1 Duration.

This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of an amendment to this Declaration as set forth in Section 11.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Lot from the concomitant Membership of the Master Association, as long as this Declaration shall continue in full force and effect.

12.2 Amendment.

Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of the meeting of the Master Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by an Owner at a meeting of the Members of the Master Association. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Members representing not less than a majority of the voting power of the Master Association, provided that the specified percentage of the voting power of the Master Association necessary to amend a specified provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that provision, if any. A copy of each amendment shall be certified by at least two (2) officers of the Master Association and the amendment shall be effective when the certificate of amendment is recorded. Notwithstanding the foregoing, any of the following amendments, to be effective, must be approved in writing by the record holders of a majority of the first mortgages on all of the Lots in the Woodland Estates Community at the time of such amendment, based upon one (1) vote for each mortgage owned:

12.2.1 Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to encumbrances as provided herein.

12.2.2 Any amendment which would require a mortgagee after it has acquired a Lot through foreclosure to pay more than its proportionate share of any unpaid assessment or assessments accruing after such foreclosure.

12.2.3 Any amendment which would or could result in an encumbrance being canceled by forfeiture, or in the individual Lot not being separately assessed for tax purposes.



12.2.4 Any amendment relating to the insurance provisions as set out in Article 9 hereof, or to the application of insurance proceeds as set out in Article 10 hereof.

12.2.5 Any amendment which would or could result in the partition or subdivision of a Lot, in any manner inconsistent with the provisions of this Declaration.

12.2.6 Any amendment which would subject any Owner to a right of first refusal or other such restriction in favor of the Master Association, if such Owner exercises such right to sell, transfer or otherwise convey such Lot.

A certificate, signed and sworn to by two (2) officers of the Master Association, that the required number of Owners and/or mortgagees have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact.

12.3 Protection of Declarant.

Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as developer of the Woodland Estates Community, will be required before any amendment which would impair or diminish the rights of Declarant to complete the Woodland Estates Community or sell or otherwise dispose of Lots therein in accordance with this Declaration shall become effective.

ARTICLE 13 **General Provisions**

13.1 Enforcement.

The Board, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Woodland Estates Community shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the court. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

13.2 Invalidity of Any Provision.

Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Woodland Estates Community is situated, the validity of all other provisions shall remain unaffected and in full force and effect.



9302170328

LIMITED DURABLE POWER OF ATTORNEY

OF

11 11 PM '93

THEODORE G. GUNNING

AND

DIANE D. GUNNING

COPY

RECORDED
SPokane County WASH
COUNTY

1. DESIGNATION: The undersigned Principals, THEODORE G. GUNNING and DIANE D. GUNNING, both individually, as well as Northwood Properties, Inc., a Washington corporation (Corporation), through its officers, THEODORE G. GUNNING and DIANE D. GUNNING, hereby designate GARY GUNNING, as attorney-in-fact for the limited power set forth in Paragraph 4 herein and pursuant to the terms and provisions of this designation.

2. EFFECTIVENESS: This Power of Attorney shall become effective upon execution and receipt by the attorney-in-fact of a signed copy of this document. This Power of Attorney shall not be affected by disability of either the Principals.

3. TERMINATION: Notwithstanding any uncertainty as to whether the Principal is alive or dead, this Power of Attorney shall continue in effect to the extent permitted by law until revoked or terminated. The Principal may revoke this Power of Attorney by written notice of said revocation directed to said attorney-in-fact, recorded in the Office of the County Auditor of Spokane County, Washington, and served upon the attorney-in-fact. In the event, however, that service of said notice cannot be made upon the attorney-in-fact after reasonable effort is made to do so, said Power of Attorney shall, as between said Principal and attorney-in-fact, nevertheless be deemed revoked by virtue of the recording of said notice. The action of the attorney-in-fact in undertaking the duties and responsibilities of said office shall constitute agreement by them to the above revocation provisions.

4. POWERS: The attorney-in-fact, as fiduciary, shall have the power, both on behalf of Northwood Properties, Inc. and either THEODORE G. GUNNING or DIANE D. GUNNING or both, to do any and all of the following:

a. Undertake all procedures necessary for the preliminary or final platting process of all real estate owned by the Gunnings and/or Corporation in Spokane County including the recording of final plats.

b. Obligate the Gunnings and/or Corporation for indebtedness or purposes of establishing letters of credit with source Capital or any other lending institutions necessary for the



platting of real estate owned by the Gunnings and/or Corporation in Spokane County.

c. Obligate the Gunnings and/or Corporation for any other indebtedness necessary to establish a bond or provide for other financial requirements necessary for the platting process of real estate owned by the Gunnings and/or Corporation in Spokane County.

d. Accomplish an assignment of funds or accounts owned by the Gunnings and/or Corporation or funds borrowed by them for any purpose whatsoever incidental to the platting process of any and all real estate owned by the Gunnings and/or Corporation in Spokane County.

e. Execute any and all documents necessary to complete the platting process of any and all real estate owned by the Gunnings and/or Corporation in Spokane County.

f. Execute any and all documents necessary to convey any and all lots in any subdivisions which the Gunnings and/or Corporation own in Spokane County, Washington, and more specifically to do all things necessary to convey lots to builders or home builders.

5. **RELIANCE:** So long as neither the attorney-in-fact nor any person with whom the attorney-in-fact was dealing at the time of any act taken pursuant to this Power of Attorney has received actual knowledge or written notice of revocation or termination of the Power of Attorney by death or otherwise, the attorney-in-fact and such other persons dealing with the attorney-in-fact shall be entitled to rely upon this Power of Attorney. Any actions so taken shall be binding on the Principal, heirs, legatees, devisees, guardians and personal representatives of the Principal.

6. **INDEMNITY:** The estate of the Principal shall hold harmless and indemnify the attorney-in-fact from any and all liability for acts done in good faith as said attorney-in-fact.

7. **COMPENSATION:** The attorney-in-fact shall be reimbursed for all costs and expenses reasonably incurred and shall receive at least annually, without Court approval, such reasonable compensation for services performed as attorney-in-fact as is customarily charged by the trust departments of banks in the community for like services performed as attorney-in-fact and/or as guardian of an estate.



8. APPLICABLE LAW: The laws of the State of Washington shall govern this Power of Attorney.

DATED this 13th day of FEB. 1993.

Theodore G. Gunning
THEODORE G. GUNNING
Diane D. Gunning
DIANE D. GUNNING

STATE OF WASHINGTON

County of Spokane

ss.

On this day personally appeared before me THEODORE G. GUNNING and DIANE D. GUNNING to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary acts and deeds, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have set my hand and official seal this 13th day of FEB. 1993.

Karl A. Barkel
NOTARY PUBLIC in and for the
State of Washington, residing at
Spokane My Appointment
Expires: 8-27-96

NORTHWOOD PROPERTIES, INC.

Theodore G. Gunning
THEODORE G. GUNNING, President

Diane D. Gunning
DIANE D. GUNNING, Secretary



STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) ss.

On this day personally appeared before me THEODORE G. GUNNING and DIANE D. GUNNING, to me known to be the President and Secretary, respectively of NORTHWOOD PROPERTIES, INC. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

GIVEN under my hand and official seal this 7 day of July, 1993.

Barbara A. Banks
Notary Public in and for the State
of Washington, residing at Spokane.
My commission expires: 8/31/96

CHRIS\POA\GUNNING.T4C

Unofficial Document

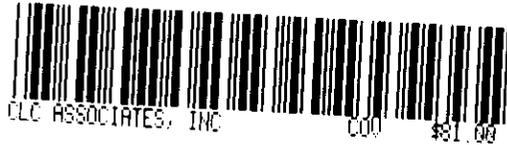


EXHIBIT 'A'
LEGAL DESCRIPTION FOR
The Vistas

COMMENCING AT A 1-INCH ROD MARKED 'X' MARKING THE EAST ONE-QUARTER CORNER OF SAID SECTION 31; THENCE NORTH 00°00'36" WEST ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER A DISTANCE OF 529.02 FEET TO THE NORTHEAST CORNER OF TRACT 'A' OF THE FINAL PLAT OF WOODLAND ESTATES, RECORDED IN BOOK 22 OF PLATS, PAGE 98, RECORDS OF SPOKANE COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID TRACT 'A' THE FOLLOWING 2 COURSES;

1) SOUTH 89°59'20" WEST A DISTANCE OF 280.00 FEET; 2) SOUTH 30°57'30" WEST A DISTANCE OF 179.82 FEET TO THE MOST EASTERLY CORNER OF LOT 5, BLOCK 2 OF THE FINAL PLAT OF SUGAR PINES-WOODLAND ESTATES, RECORDED IN BOOK 26 OF PLATS, PAGES 17 AND 18, RECORDS OF SPOKANE COUNTY; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID FINAL PLAT OF SUGAR PINES-WOODLAND ESTATES THE FOLLOWING 3 COURSES:

1) NORTH 33°39'06" WEST A DISTANCE OF 97.71 FEET;

2) SOUTH 81°45'11" WEST A DISTANCE OF 145.02 FEET;

3) NORTH 71°19'54" WEST A DISTANCE OF 111.89 FEET TO A POINT ON THE EASTERLY LINE OF VISTA PARK DRIVE RIGHT OF WAY ACCORDING THE TO FINAL PLAT OF RED OAK-WOODLAND ESTATES RECORDED IN BOOK 26 OF PLATS, PAGES 59 AND 60, RECORDS OF SPOKANE COUNTY, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, FROM WHICH POINT A RADIAL LINE BEARS NORTH 46°59'06" WEST, AND HAVING A RADIUS OF 1475.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°19'20" AN ARC DISTANCE OF 857.84 FEET TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 4 OF THE ALTERATION OF THE FINAL PLAT OF VISTA PLACE - WOODLAND ESTATES, RECORDED IN BOOK 27 OF PLATS, PAGES 67A AND 68A, RECORDS OF SPOKANE COUNTY; THENCE NORTH 89°59'24" EAST ALONG THE SOUTH LINE OF SAID VISTA PLACE - WOODLAND ESTATES A DISTANCE OF 300.59 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST ONE-QUARTER; THENCE SOUTH 00°00'36" EAST ALONG SAID EAST LINE A DISTANCE OF 700.04 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 329,219 SQUARE FEET OR 7.56 ACRES.



EXHIBIT 'A'
LEGAL DESCRIPTION FOR
Vista Place – Woodland Estates

BEGINNING at the most easterly corner of RED OAK-WOODLAND ESTATES according to the plat thereof recorded in Book 26 of Plats, Pages 59 and 60 in the Auditor's office of said county, said Point of Beginning being on the easterly margin of Vista Park Drive; thence N60°58'34"W along the Northerly boundary of said plat, a distance of 60.00 feet to the beginning of a non-tangent curve concave to the west having a radius of 1415.00 feet, and from which point a radial line bears N60°58'34"W; thence northeasterly along said curve through a central angle of 25°52'44", an arc distance of 639.12 feet to a compound curve concave to the southwest having a radius of 30.00 feet; thence northwesterly along said curve through a central angle of 91°49'14", an arc distance of 48.08 feet; thence N01°19'28"E, a distance of 28.00 feet; thence N88°40'32"W, a distance of 139.12 feet to the beginning of a curve concave to the south having a radius of 464.00 feet; thence westerly along said curve through a central angle of 10°52'22", an arc distance of 88.05 feet; thence N25°40'38"W, a distance of 6.60 feet to the most southwest corner of Lot 17, Block 2 of WOODLAND ESTATES according to the plat thereof recorded in Book 22 of Plats, Page 98 in the Auditor's office of said county; thence N59°04'39"E along the southerly boundary of said lot, a distance of 95.25 feet; thence N21°24'55"W, a distance of 178.89 feet to a point on the southerly margin of Woodland Park Drive said point also being the beginning of a non-tangent curve concave to the north having a radius of 825.00 feet, and from which point a radial line bears N33°12'22"W; thence easterly along said curve through a central angle of 00°55'04", an arc distance of 13.21 feet to a reverse curve concave to the south having a radius of 175.00 feet; thence easterly along said curve through a central angle of 01°26'17", an arc distance of 4.39 feet; thence N44°03'41"W, a distance of 50.83 feet to the beginning of a non-tangent curve concave to the north having a radius of 775.00 feet, and from which point a radial line bears N33°48'00"W; thence southwesterly along said curve through a central angle of 05°14'23", an arc distance of 70.87 feet; thence N21°43'15"W, a distance of 181.70 feet; thence N77°25'40"E, a distance of 209.61 feet; thence N12°34'20"W, a distance of 92.43 feet; thence N21°57'05"W, a distance of 114.28 feet; thence N49°32'17"W, a distance of 167.55 feet; thence N69°45'53"W, a distance of 116.36 feet; thence S54°08'55"W, a distance of 58.54 feet; thence N35°51'05"W, a distance of 47.88 feet to the beginning of a curve concave to the northeast having a radius of 136.00 feet; thence northwesterly along said curve through a central angle of 21°31'27", an arc distance of 51.09 feet; thence S75°40'22"W, a distance of 28.00 feet; thence S54°08'55"W, a distance of 137.44 feet; thence N35°51'05"W, a distance of 83.33 feet; thence S54°08'55"W, a distance of 124.00 feet; thence N35°51'05"W, a distance of 77.29 feet to the beginning of a curve concave to the northeast having a radius of 118.39 feet; thence northwesterly along said curve through a central angle of 12°05'23", an arc distance of 24.98 feet; thence S66°14'30"W, a distance of 32.00 feet to the beginning of a non-tangent curve



concave to the northeast having a radius of 150.39 feet and from which point a radial line bears N66°14'30"E; thence northerly along said curve through a central angle of 09°25'45", an arc distance of 24.75 feet to the most easterly corner of Lot 6, Block 3 of BULL PINE-WOODLAND ESTATES, according to the plat thereof recorded in Book 26 of Plats, Pages 56 through 58 in the Auditor's office of said county; thence along the Easterly and Northerly boundary of said plat the following six (6) courses: 1) N14°19'45"W, 24.95 feet to the beginning of a curve concave to the southwest having a radius of 20.00 feet; 2) northwesterly along said curve through a central angle of 65°25'42", an arc distance of 22.84 feet to a reverse curve concave to the north having a radius of 460.00 feet; 3) westerly along said curve through a central angle of 07°44'05", an arc distance of 62.10 feet; 4) N17°58'34"E, 60.00 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 400.00 feet and from which point a radial line bears N17°58'39"E; 5) northwesterly along said curve through a central angle of 14°29'50", an arc distance of 101.21 feet to a reverse curve concave to the southwest having an radius of 440.21 feet; 6) westerly along said curve through a central angle of 32°16'58", an arc distance of 248.03 feet to the southeasterly corner of Lot 11, Block 1 of PHEASANT RUN according to the plat thereof recorded in Book 23 of Plats, Page 61 in the Auditor's office of said county; thence along the easterly boundary of said lot the following two courses: 1) N00°11'30"E, 45.68 feet; 2) N55°40'49"E, 140.17 feet to the north line of said Section 31; thence S89°48'49"E along said north line, a distance of 1580.55 feet to the northeast corner of said section; thence S00°00'36"E along the east line of said section, a distance of 1413.13 feet; thence S89°59'24"W, a distance of 300.59 feet to the beginning of a non-tangent curve concave to the west having a radius of 1475.00 feet and from which point a radial line bears N80°18'26"W; thence southerly along said curve through a central angle of 19°19'52", an arc distance of 497.66 feet to the Point of Beginning.

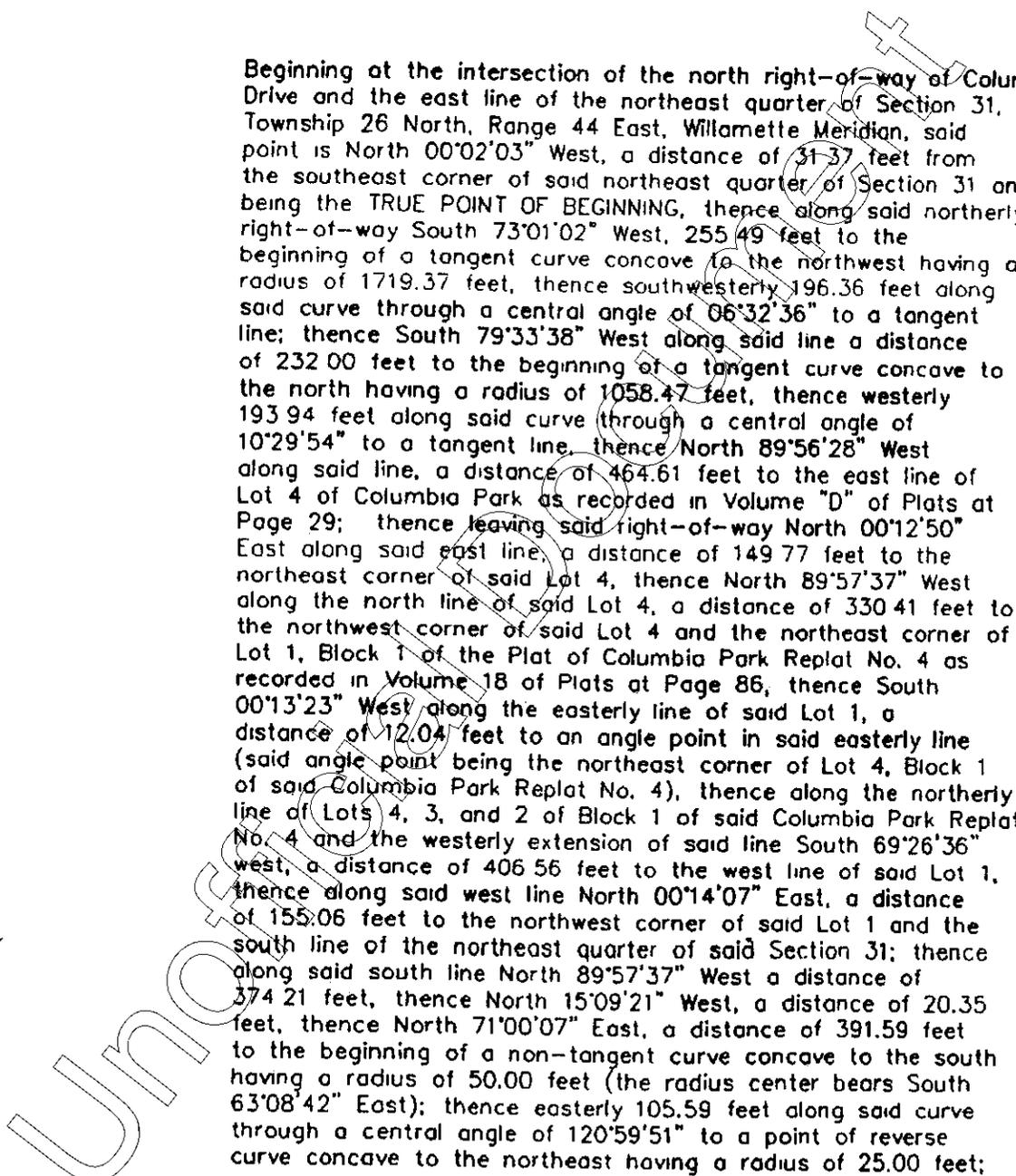
Contains 27.08 acres more or less.

Situate in the County of Spokane, State of Washington.



EXHIBIT "A"
LEGAL DESCRIPTION FOR
Columbia Heights

Beginning at the intersection of the north right-of-way of Columbia Drive and the east line of the northeast quarter of Section 31, Township 26 North, Range 44 East, Willamette Meridian, said point is North 00°02'03" West, a distance of 31.37 feet from the southeast corner of said northeast quarter of Section 31 and being the TRUE POINT OF BEGINNING, thence along said northerly right-of-way South 73°01'02" West, 255.49 feet to the beginning of a tangent curve concave to the northwest having a radius of 1719.37 feet, thence southwesterly 196.36 feet along said curve through a central angle of 06°32'36" to a tangent line; thence South 79°33'38" West along said line a distance of 232.00 feet to the beginning of a tangent curve concave to the north having a radius of 1058.47 feet, thence westerly 193.94 feet along said curve through a central angle of 10°29'54" to a tangent line, thence North 89°56'28" West along said line, a distance of 464.61 feet to the east line of Lot 4 of Columbia Park as recorded in Volume "D" of Plats at Page 29; thence leaving said right-of-way North 00°12'50" East along said east line, a distance of 149.77 feet to the northeast corner of said Lot 4, thence North 89°57'37" West along the north line of said Lot 4, a distance of 330.41 feet to the northwest corner of said Lot 4 and the northeast corner of Lot 1, Block 1 of the Plat of Columbia Park Replat No. 4 as recorded in Volume 18 of Plats at Page 86, thence South 00°13'23" West along the easterly line of said Lot 1, a distance of 12.04 feet to an angle point in said easterly line (said angle point being the northeast corner of Lot 4, Block 1 of said Columbia Park Replat No. 4), thence along the northerly line of Lots 4, 3, and 2 of Block 1 of said Columbia Park Replat No. 4 and the westerly extension of said line South 69°26'36" west, a distance of 406.56 feet to the west line of said Lot 1, thence along said west line North 00°14'07" East, a distance of 155.06 feet to the northwest corner of said Lot 1 and the south line of the northeast quarter of said Section 31; thence along said south line North 89°57'37" West a distance of 374.21 feet, thence North 15°09'21" West, a distance of 20.35 feet, thence North 71°00'07" East, a distance of 391.59 feet to the beginning of a non-tangent curve concave to the south having a radius of 50.00 feet (the radius center bears South 63°08'42" East); thence easterly 105.59 feet along said curve through a central angle of 120°59'51" to a point of reverse curve concave to the northeast having a radius of 25.00 feet;





thence easterly 32.11 feet along said curve through a central angle of 73°34'46" to a tangent line; thence North 74°16'23" East, a distance of 198.77 feet to the beginning of a tangent curve concave to the south having a radius of 340.00 feet; thence easterly 133.10 feet along said curve through a central angle of 22°25'47" to a tangent line, thence South 83°17'50" East, a distance of 55.64 to the beginning of a tangent curve concave to the north having a radius of 350.00 feet; thence easterly 103.43 feet along said curve through a central angle of 16°55'52" to a tangent line, thence North 79°46'18" East, a distance of 48.12 feet to the beginning of a tangent curve concave to the south having a radius of 265.00 feet, thence easterly 204.80 feet along said curve through a central angle of 44°16'51" to a tangent line; thence South 55°56'51" East, a distance of 15.56 feet to the beginning of a tangent curve concave to the north having a radius of 20.00 feet; thence easterly 25.42 feet along said curve through a central angle of 72°48'48" to a point of reverse curve concave to the southeast having a radius of 413.55 feet; thence northeasterly 30.25 feet along said curve through a central angle of 04°11'29" to a tangent line; thence North 55°25'50" East, a distance of 187.30 feet; thence South 34°34'10" East, a distance of 60.00 feet to a non-tangent curve concave to the northwest having a radius of 2030.00 feet (the radius center bears North 34°34'10" West); thence northeasterly 53.82 feet along said curve through a central angle of 01°31'09" to a non-tangent line, thence South 47°39'14" East, a distance of 71.07 feet, thence South 58°21'34" East, a distance of 63.26 feet, thence South 74°12'13" East, a distance of 53.21 feet, thence South 78°56'32" East, a distance of 51.27 feet; thence North 87°25'29" East, a distance of 120.97 feet, thence North 78°41'21" East, a distance of 59.05 feet, thence North 72°16'05" East, a distance of 60.35 feet; thence North 65°14'27" East, a distance of 119.77 feet, to the southwesterly line of Tract "A" of Woodland Estates as recorded in Volume 22 of Plats at Page 98, thence along said southwesterly line South 45°51'23" East, a distance of 118.53 feet; thence continuing along said southwesterly line South 71°07'02" East, a distance of 285.00 feet to said east line of the northeast quarter of Section 31; thence along said east line South 00°02'03" East, a distance of 42.63 feet to the TRUE POINT OF BEGINNING

Unrecorded



EXHIBIT 'A'
LEGAL DESCRIPTION FOR
Columbia Heights 1st Addition

Beginning at the Southwest corner of said Northeast one-quarter of Section 31, thence North 00°11'09" East along the West line of said Northeast one-quarter, a distance of 10.00 feet to the Southeast corner of Lot 1 Block 4 of Northwood 5th Addition Filed for Record in Book 20, Page 13, thence on the Easterly line of said Lot 1, North 37°44'28" West, a distance of 113.88 feet, thence North 00°11'09" East parallel with said West line of the Northeast one-quarter of Section 31, a distance of 200.00 feet to the Southeast corner of Lot 8, Block 1 Woodland Pines filed for record in Book 20, Page 70, thence North 00°11'09" East along the East line of said Lot 1, a distance of 110.00 feet, thence North 86°01'55" East, a distance of 233.00 feet, thence South 03°58'05" East, a distance of 29.72 feet, thence along a 265.00 foot radius curve to the right with a radial bearing of North 18°16'23" East through a central angle of 49°00'18" for an arc length of 226.65 feet, thence South 22°43'19" East, a distance of 9.48 feet, thence along a 20.00 foot radius curve to the left through a central angle of 76°36'36" for a arc length of 26.74 feet, thence along a 984.00 foot radius compound curve to the left with a radial bearing of South 09°19'55" East through a central angle of 09°24'27" for an arc length of 161.57 feet thence North 71°15'38" East, a distance of 21.13 feet, thence along a 1532.00 foot radius curve to the right through a central angle of 19°42'02" for an arc length of 526.76 feet, thence South 89°02'20" East, a distance of 106.25 feet, thence along a 584.00 foot radius curve to the left through a central angle of 09°36'32" for an arc length of 97.94 feet, thence North 8°21'108" East a distance of 258.18 feet, thence along a 266.00 foot radius curve to the right through a central angle of 46°50'45" for an arc length of 217.49 feet, thence along a 20.00 foot radius reverse curve to the left with a radial bearing of South 38°11'53" West through a central angle of 75°37'46" for an arc length of 26.40 feet, thence along a 1970.00 foot curve to the right with a radial bearing of South 37°25'53" East through a central angle of 02°51'43" for an arc length of 98.40 feet, thence South 55°25'50" West, a distance of 187.30 feet, thence along a 413.55 foot radius curve to the left through a central angle of 04°11'29" for an arc length of 30.25 feet, thence along a 20.00 foot radius reverse curve to the right with a radial bearing of South 38°45'39" East through a central angle of 72°48'48" for an arc length of 25.42 feet, thence North 55°56'51" West, a distance of 15.56 feet, thence along a 265.00 foot radius curve to the left through a central angle of 44°16'51" for an arc length of 204.80 feet, thence South 79°46'18" West, a distance of 48.12 feet, thence along a 350.00 foot radius curve to the right through a central angle of 16°55'52" for an arc length of 103.43 feet, thence North 83°17'50" West, a distance of 55.64 feet, thence along a 340.00 foot radius curve to the left through a central angle of 22°25'47" for an arc length of 133.10 feet, thence South 74°16'23" West, a distance of 198.77 feet, thence along a 25.00 foot radius curve to the right through a central angle of 73°34'45" for an arc length of 32.11 feet, thence along a 50.00 foot radius reverse curve to the left with a radial bearing of North 57°51'09" East through a central angle of 120°59'51" for an arc length of 105.59 feet, thence South 71°00'07" West, a distance of 391.59 feet, thence South 15°009'21" East, a distance of 20.35 feet to a point on the North line of Block 1 of Columbia Park

Columbia Heights 1st Addition cont.



5094802
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07/09/2004 08:57A
Spokane Co, WA

Replat No. 2 Filed For Record in Book 16, Page 39, thence North 89°57'37" West along said North line of said Block 1, a distance of 236.32 feet to the POINT OF BEGINNING.

Unofficial Document

Sugar Pines cont.



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thence N81°21'08"E 136.13 feet to the beginning of a 515.50 foot radius tangent curve to the right; thence southeasterly along said curve through a central angle of 31°11'59", an arc length of 280.71 feet to the beginning of a 265.50 foot radius compound curve to the right, the center of which bears S22°33'07"W; thence southeasterly along said curve through a central angle of 19°35'02", an arc length of 90.75 feet to the beginning of a 20.00 foot radius reverse curve to the left, the center of which bears N42°08'09"E; thence easterly along said curve through a central angle of 85°18'17", an arc length of 29.78 feet; thence S50°07'02"E 60.43 feet to the beginning of a 1475.00 foot radius non-tangent curve to the left, the center of which bears N43°27'11"W; thence northeasterly along said curve through a central angle of 3°31'56", an arc length of 90.93 feet; thence S71°19'54"E 111.89 feet; thence N81°45'11"E 145.02 feet; thence S33°39'06"E 97.72 feet; thence S30°57'29"W 50.18 feet; thence S17°02'52"E 60.00 feet to a point on the westerly line of said Tract "A"; thence S45°49'56"E 36.49 feet along the westerly boundary of said Tract "A" to the Point of Beginning.

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EXHIBIT "A" LEGAL DESCRIPTION FOR Sugar Pines

COMMENCING at the southeast corner of said northeast quarter; thence N00°00'27"W 74.00 feet along the east line of said northeast quarter, to the southeast corner of Tract "A", WOODLAND ESTATES, per plat recorded in Book 22 of Plats, Page 98, and the northeast corner of Lot 17, Block 4, COLUMBIA HEIGHTS-WOODLAND ESTATES, per plat recorded in Book 23 of Plats, Pages 99-101; thence along the line common to said COLUMBIA HEIGHTS-WOODLAND ESTATES and said Tract "A" the following two (2) courses: (1) N71°05'35"W 285.00 feet; (2) N45°49'56"W 118.51 feet to the northeast corner of Lot 11, Block 3 of said COLUMBIA HEIGHTS-WOODLAND ESTATES, and the POINT OF BEGINNING;

thence along the northerly boundary of said Block 3 the following eight (8) courses: (1) S65°15'13"W 120.01 feet; (2) S72°23'41"W 60.22 feet; (3) S78°42'53"W 59.06 feet; (4) S87°26'19"W 121.01 feet; (5) N79°05'44"W 51.22 feet; (6) N74°05'39"W 53.20 feet; (7) N58°17'09"W 63.26 feet; (8) N47°34'49"W 71.05 feet to the easterly right of way line of Vista Park Drive, dedicated per Auditor's File No. 960408443; thence along the easterly, northerly and westerly boundaries of said Vista Park Drive the following three (3) courses: (1) northeasterly along the arc of a 2030.00 foot radius non-tangent curve to the left, the center of which bears N36°03'50"W, through a central angle of 02°46'05", an arc length of 98.08 feet; (2) N38°49'55"W 60.00 feet to a point on a 1970.00 foot radius non-tangent curve to the right, the center of which bears N38°49'55"W; (3) southwesterly along said 1970.00 foot radius curve, through a central angle of 01°25'43", an arc length of 49.12 feet to the beginning of a 20.00 foot radius compound curve to the right, the center of which bears N37°24'12"W, being a point on the northerly boundary of COLUMBIA HEIGHTS-WOODLAND ESTATES 1ST ADDITION, per plat recorded in Book 24 of Plats, Pages 83-85; thence along the northerly boundary of said COLUMBIA HEIGHTS-WOODLAND ESTATES 1ST ADDITION the following five (5) courses: (1) southwesterly along said compound curve through a central angle of 75°37'46", an arc length of 26.40 feet to the beginning of a 266.00 foot radius reverse curve to the left, the center of which bears S38°13'34"W; (2) northwesterly along said reverse curve through a central angle of 46°50'45", an arc length of 217.49 feet; (3) S81°22'49"W 258.18 feet to the beginning of a 584.00 foot radius tangent curve to the right; (4) westerly along said curve through a central angle of 09°36'32", an arc length of 97.94 feet; (5) N89°00'39"W 11.19 feet; thence N16°59'38"W 74.42 feet; thence N74°57'57"E 114.82 feet to the beginning of a 215.50 foot radius non-tangent curve to the right, the center of which bears S41°22'04"E; thence northeasterly along said curve through a central angle of 32°43'12", an arc length of 123.07 feet;



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EXHIBIT 'A'
LEGAL DESCRIPTION FOR
Sunview Ridge – Woodland Estates

Located in the northeast one-quarter of Section 31, T.26 N., R. 44E., W.M., in the County of Spokane, State of Washington, described as follows:

Commencing at the Northeast corner of said Section 31, said point also being the most Northeasterly corner of the Final Plat of VISTA PLACE - WOODLAND ESTATES; thence South $00^{\circ}00'36''$ East along the Easterly boundary of said plat, said easterly boundary also being the East line of said Northeast One-quarter of Section 31, a distance of 1413.13 feet; thence along the Southerly boundary of said final plat through the following three (3) courses: (1) South $89^{\circ}59'24''$ West a distance of 300.59 feet to the beginning of a non-tangent curve concave to the west having a radius of 1475.00 feet from which a radial line bears North $80^{\circ}18'26''$ West; (2) thence southerly along said curve through a central angle of $19^{\circ}19'52''$ an arc distance of 497.66 feet to a point being on the most easterly corner of RED OAK-WOODLAND ESTATES according to the plat thereof recorded in Book 26 of Plats, Pages 59 and 60 in Spokane County Auditor's records; (3) North $60^{\circ}58'34''$ West along the Northerly boundary of said plat a distance of 60.00 feet to the TRUE POINT OF BEGINNING of the herein described parcel said point also being the beginning of a non-tangent curve concave to the Northwest having a radius of 20.00 feet and from which a radial line bears North $60^{\circ}58'34''$ West; thence continuing along said Northerly boundary Southwesterly along said curve through a central angle of $79^{\circ}33'18''$ an arc distance of 27.77 feet to the beginning of a curve concave to the south having a radius of 1337.00 feet; thence continuing along said Northerly boundary Westerly along said curve through a central angle of $15^{\circ}35'19''$ an arc distance of 363.76 feet; thence North $17^{\circ}33'48''$ West a distance of 30.47 feet; thence North $72^{\circ}26'12''$ East a distance of 65.00 feet; thence North $17^{\circ}33'48''$ West a distance of 20.00 feet; thence North $84^{\circ}51'32''$ East a distance of 102.27 feet; thence North $72^{\circ}26'12''$ East a distance of 255.60 feet to the beginning of a curve concave to the South having a radius of 162.00 feet; thence Southeasterly along said curve through a central angle of $22^{\circ}18'21''$ an arc distance of 63.07 feet to the beginning of a reverse curve concave to the Northwest having a radius of 30.00 feet; thence along said curve through a central angle of $76^{\circ}21'00''$ an arc distance of 39.98 feet to a point on the Westerly boundary of said VISTA PLACE - WOODLAND ESTATES plat, said Westerly boundary also being the Westerly line of the Vista Park Drive right of way and this point also being the beginning of a non-tangent curve concave to the West having a radius of 1415.00 feet and from which a radial line bears North $71^{\circ}36'27''$ West; thence along said curve through a central angle of $10^{\circ}37'53''$ an arc distance of 262.56 feet to the TRUE POINT OF BEGINNING.

Said tract of land being 1.33 acres, along with and subject to any existing easements. Situate in the County of Spokane, State of Washington.



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EXHIBIT 'A'
LEGAL DESCRIPTION FOR
Blue Fox

BEGINNING at the northwest corner of Lot 8, Block 3, SUGAR PINES-WOODLAND ESTATES P.U.D., per plat thereof recorded in Book 26 of Plats, Pages 17-18; thence along the northerly boundary of said SUGAR PINES-WOODLAND ESTATES P.U.D. the following six (6) courses: 1) N74°57'57"E 114.82 feet; 2) northeasterly along the arc of a 215.50 foot radius non-tangent curve right, the center of which bears S41°22'04"E, through a central angle of 32°43'12", an arc length of 123.07 feet; 3) N81°21'08"E 136.13 feet; 4) southeasterly along the arc of a 515.50 foot radius tangent curve right, through a central angle of 31°11'59", an arc length of 280.71 feet; 5) southeasterly along the arc of a 265.50 foot radius compound curve right, the center of which bears S22°33'07"W, through a central angle of 19°35'02", an arc length of 90.75 feet; 6) northeasterly along the arc of a 20.00 foot radius reverse curve left, the center of which bears N42°08'09"E, through a central angle of 85°18'17", an arc length of 29.78 feet; thence northeasterly along the arc of a 1415.00 foot radius compound curve left in the westerly right-of-way line of Vista Park Drive, the center of which bears N43°10'08"W, through a central angle of 08°52'00", an arc length of 218.98 feet; thence along the southerly boundary of RED OAK-WOODLAND ESTATES P.U.D., per plat thereof recorded in Book 26 of Plats, Pages 59-60, the following sixteen (16) courses: 1) southwesterly along the arc of a 20.00 foot radius non-tangent curve right, the center of which bears N52°02'09"W, through a central angle of 75°57'26", an arc length of 26.51 feet; 2) N66°04'43"W 36.96 feet; 3) westerly along the arc of a 715.50 foot radius tangent curve left, through a central angle of 32°34'09", an arc length of 406.72 feet; 4) S81°21'08"W 171.03 feet; 5) southwesterly along the arc of a 1215.50 foot radius tangent curve left, through a central angle of 05°23'07", an arc length of 114.25 feet; 6) S75°58'01"W 134.36 feet; 7) southwesterly along the arc of a 1000.50 foot radius tangent curve left, through a central angle of 07°20'04", an arc length of 128.07 feet; 8) southwesterly along the arc of a 324.50 foot radius reverse curve right, the center of which bears N21°22'03"W, through a central angle of 14°40'08", an arc length of 83.08 feet; 9) southwesterly along the arc of a 1000.50 foot radius reverse curve left, the center of which bears S06°41'55"E, through a central angle of 07°20'04", an arc length of 128.07 feet; 10) S75°58'01"W 160.76 feet; 11) southwesterly along the arc of a 165.50 foot radius tangent curve left, through a central angle of 16°08'10", an arc length of 46.61 feet; 12) S59°49'51"W 32.25 feet; 13) southwesterly along the arc of a 134.50 foot radius tangent curve right, through a central angle of 27°50'57", an arc length of 65.38 feet; 14) S87°40'48"W 37.88 feet; 15) northwesterly along the arc of a 134.50 foot radius tangent curve right, through a central angle of 37°44'50", an arc length of 88.61 feet; 16) N54°34'22"W 215.16 feet to a point on the easterly line of Lot 3, Block 1, WOODLAND PINES, per plat thereof recorded in Book 20 of Plats, Page 70; thence S23°04'05"W 146.48 feet to the southeast corner of said Lot 3, Block 1, and the northeast corner of Tract "A", COLUMBIA HEIGHTS – WOODLAND ESTATES 1ST ADDITION P.U.D., per plat thereof recorded in Book 24 of Plats, Pages 83-85; thence along the northerly boundary of said COLUMBIA HEIGHTS-WOODLAND ESTATES 1ST ADDITION P.U.D. the following eight (8) courses: 1) S03°45'18"E 29.55 feet

Blue Fox cont.



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(29.72' plat); 2) southeasterly along the arc of a 265.00 foot radius non-tangent curve right, the center of which bears $S18^{\circ}17'58''W$, through a central angle of $49^{\circ}00'18''$, an arc length of 226.65 feet; 3) $S22^{\circ}41'44''E$ 9.48 feet; 4) southeasterly along the arc of a 20.00 foot radius tangent curve left, through a central angle of $76^{\circ}36'36''$, an arc length of 26.74 feet; 5) northeasterly along the arc of a 984.00 foot radius compound curve right, the center of which bears $N09^{\circ}18'20''W$, through a central angle of $09^{\circ}24'27''$, an arc length of 161.56 feet; 6) $N71^{\circ}17'13''E$ 21.14 feet (21.13' plat); 7) easterly along the arc of a 1532.00 foot radius tangent curve right, through a central angle of $19^{\circ}42'08''$, an arc length of 526.80 feet; ($19^{\circ}42'02''$, 526.76'plat); 7) $S89^{\circ}00'39''E$ 95.04 feet to the southwest corner of said Lot 8, Block 3; thence $N16^{\circ}59'38''W$ 74.71 feet (74.72' plat) along the west line of said Lot 8, Block 3, to the Point of Beginning.

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EXHIBIT "A" LEGAL DESCRIPTION FOR RED OAK

COMMENCING at the southeast corner of said NE 1/4; thence N00°00'36"W 74.00 feet along the east line of said NE 1/4, to the southeast corner of Tract "A", WOODLAND ESTATES, as per plat thereof recorded in Book 22 of Plats, Page 98, and the northeast corner of Lot 17, Block 4 of COLUMBIA HEIGHTS-WOODLAND ESTATES, as per plat thereof recorded in Book 23 of Plats, Pages 99, 100 and 101; thence along the line common to said COLUMBIA HEIGHTS-WOODLAND ESTATES and said Tract "A" the following two (2) courses: (1) N71°05'35"W 285.00 feet; (2) N45°49'56"W 118.51 feet to the northeast corner of Lot 11, Block 3 of said COLUMBIA HEIGHTS-WOODLAND ESTATES, and the southeast corner of Lot 8, Block 1 of SUGAR PINES-WOODLAND ESTATES, as per plat thereof recorded in Book ____ of Plats, Pages _____; thence along the line common to said SUGAR PINES-WOODLAND ESTATES and said Tract "A" the following three (3) courses: 1) N45°49'56"W 36.49 feet; 2) N17°02'52"W 60.00 feet; 3) N30°57'29"E 50.18 feet; thence along the easterly and northerly lines of Block 2 of said SUGAR PINES-WOODLAND ESTATES the following three (3) courses: 1) N33°39'06"W 97.72 feet; 2) S81°45'11"W 145.02 feet; 3) N71°19'54"W 111.89 feet to the most northerly corner of Lots 1 and 2, of said Block 2, and the POINT OF BEGINNING; thence southwesterly along the arc of a 1475.00 foot radius non-tangent curve in the northwesterly line of said Lot 1, the center of which bears N46°59'06"W, through a central angle of 03°31'56", an arc length of 90.93 feet; thence N50°07'02"W 60.43 feet; thence northeasterly along the arc of a 1415.00 foot radius non-tangent curve, the center of which bears N43°10'08"W, through a central angle of 08°52'01", an arc length of 218.98 feet; thence southwesterly along the arc of a 20.00 foot radius non-tangent curve, the center of which bears N52°02'09"W, through a central angle of 75°57'26", an arc length of 26.51 feet; thence N66°04'43"W 36.96 feet; thence westerly along the arc of a 715.50 foot radius curve, concave southerly, through a central angle of 32°34'09", an arc length of 406.72 feet; thence S81°21'08"W 171.03 feet; thence southwesterly along the arc of a 1215.50 foot radius curve, concave southerly, through a central angle of 05°23'07", an arc length of 114.25 feet; thence S75°58'01"W 134.36 feet; thence southwesterly along the arc of a 1000.50 foot radius curve, concave southerly, through a central angle of 07°20'04", an arc length of 128.07 feet; thence southwesterly along the arc of a 324.50 foot radius reverse curve, the center of which bears N21°22'03"W, through a central angle of 14°40'08", an arc length of 83.08 feet; thence southwesterly along the arc of a 1000.50 foot radius reverse curve, the center of which bears S06°41'55"E, through a central angle of 07°20'04", an arc length of 128.07 feet; thence S75°58'01"W 160.76 feet; thence southwesterly along the arc of a 165.50 foot radius curve, concave southerly, through a central angle of 16°08'10", an arc length of 46.61 feet; thence S59°49'51"W 32.25 feet; thence southwesterly along the arc of a 134.50 foot radius curve, concave northerly, through a central angle of 27°50'57", an arc length of 65.38 feet; thence S87°40'48"W 37.88 feet; thence northwesterly along the arc of a 134.50 foot radius curve, concave northeasterly, through a central angle of 37°44'50", an arc length of 88.61 feet; thence N54°34'22"W 215.16 feet to the easterly line

Red Oak cont.



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of Lot 3, Block 1 of WOODLAND PINES, as per plat thereof recorded in Book 20 of Plats, Page 70; thence N23°04'05"E 51.65 feet to the northeast corner of said Lot 3, and the southerly corner of Lot 2, Block 1 of WOODLAND ESTATES, as per plat thereof recorded in Book 22 of Plats, Page 98; thence N65°37'49"E 147.81 feet (147.84' record) to the easterly line of said Lot 2, Block 1; thence along said easterly line the following two (2) courses: 1) northwesterly along the arc of a 175.00 foot radius non-tangent curve, the center of which bears N62°02'55"E, through a central angle of 13°58'13", an arc length of 42.67 feet; 2) N13°58'52"W 66.06 feet; thence S80°42'19"E 54.43 feet to the westerly line of Lot 1, Block 2 of said WOODLAND ESTATES; thence along the westerly and southerly lines of said Block 2 the following six (6) courses: 1) S13°58'52"E 44.55 feet; 2) southeasterly along the arc of a 125.00 foot radius curve, concave northeasterly, through a central angle of 68°42'13", an arc length of 149.89 feet (149.87' plat); 3) N78°20'47"E 212.87 feet (212.88' plat); 4) N72°17'12"E 107.01 feet; 5) N85°44'14"E 121.79 feet; 6) N63°36'10"E 159.80 feet; thence N82°23'18"E 132.45 feet; thence N82°32'21"E 281.41 feet; thence easterly along the arc of a 1337.00 foot radius curve, concave southerly, through a central angle of 26°02'23", an arc length of 607.64 feet; thence northeasterly along the arc of a 20.00 foot radius reverse curve, the center of which bears N18°34'44"E, through a central angle of 79°33'18", an arc length of 27.77 feet; thence S60°58'34"E 60.00 feet; thence southwesterly along the arc of a 1475.00 foot radius non-tangent curve, the center of which bears N60°58'34"W, through a central angle of 13°59'28", an arc length of 360.18 feet to the Point of Beginning.

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EXHIBIT 'A'
LEGAL DESCRIPTION FOR
Sunview Ridge

Commencing at the Northeast corner of said Section 31, said point also being the most Northeasterly corner of the Final Plat of VISTA PLACE - WOODLAND ESTATES; thence South $00^{\circ}00'36''$ East along the Easterly boundary of said plat, said easterly boundary also being the East line of said Northeast One-quarter of Section 31, a distance of 1413.13 feet; thence along the Southerly boundary of said final plat through the following three (3) courses: (1) South $89^{\circ}59'24''$ West a distance of 300.59 feet to the beginning of a non-tangent curve concave to the west having a radius of 1475.00 feet from which a radial line bears North $80^{\circ}18'26''$ West; (2) thence southerly along said curve through a central angle of $19^{\circ}19'52''$ an arc distance of 497.66 feet to a point being on the most easterly corner of RED OAK-WOODLAND ESTATES according to the plat thereof recorded in Book 26 of Plats, Pages 59 and 60 in Spokane County Auditor's records; (3) North $60^{\circ}58'34''$ West along the Northerly boundary of said plat a distance of 60.00 feet to the TRUE POINT OF BEGINNING of the herein described parcel said point also being the beginning of a non-tangent curve concave to the Northwest having a radius of 20.00 feet and from which a radial line bears North $60^{\circ}58'34''$ West; thence continuing along said Northerly boundary Southwesterly along said curve through a central angle of $79^{\circ}33'18''$ an arc distance of 27.77 feet to the beginning of a curve concave to the south having a radius of 1337.00 feet; thence continuing along said Northerly boundary Westerly along said curve through a central angle of $15^{\circ}35'19''$ an arc distance of 363.76 feet; thence North $17^{\circ}33'48''$ West a distance of 30.47 feet; thence North $72^{\circ}26'12''$ East a distance of 65.00 feet; thence North $17^{\circ}33'48''$ West a distance of 20.00 feet; thence North $84^{\circ}51'32''$ East a distance of 102.27 feet; thence North $72^{\circ}26'12''$ East a distance of 255.60 feet to the beginning of a curve concave to the South having a radius of 162.00 feet; thence Southeasterly along said curve through a central angle of $22^{\circ}18'21''$ an arc distance of 63.07 feet to the beginning of a reverse curve concave to the Northwest having a radius of 30.00 feet; thence along said curve through a central angle of $76^{\circ}21'00''$ an arc distance of 39.98 feet to a point on the Westerly boundary of said VISTA PLACE - WOODLAND ESTATES plat, said Westerly boundary also being the Westerly line of the Vista Park Drive right of way and this point also being the beginning of a non-tangent curve concave to the West having a radius of 1415.00 feet and from which a radial line bears North $71^{\circ}36'27''$ West; thence along said curve through a central angle of $10^{\circ}37'53''$ an arc distance of 262.56 feet to the TRUE POINT OF BEGINNING.

Said tract of land being 1.33 acres, along with and subject to any existing easements.



Legal Description Woodland Estates

Begin at the NE corner of Lot 3 Block 1 "WOODLAND PINES" as recorded in Book 20 of Plats, page 70, the next 3 courses along the Northerly and Easterly lines of said WOODLAND PINES; thence N 80°08'19"W 171.89 feet; thence N 01°41'53"W 72.80 feet; thence N 28°07'36"E 170.00 feet to a point on a curve concave to the North with a radius of 184.72 feet and a radial bearing of S 28°07'36"W; thence Southeasterly through a central angle of 28°07'30", an arc distance of 90.68 feet to the end of curve; thence S 89°59'54"E 142.83 feet to the beginning of a curve concave to North with a radius of 725.00 feet; thence Northeasterly through a central angle of 17°48'17", an arc distance of 225.29 feet to the end of curve; thence N 72°11'49"E 155.66 feet to the beginning of a curve concave to the South with a radius of 325.00 feet; thence Easterly through a central angle of 18°56'54", an arc distance of 107.48 feet to the end of curve; thence S 88°51'17"E 28.56 feet to the beginning of a curve concave to the Northwest with a radius of 125.00 feet; thence Northeasterly through a central angle of 75°13'56", an arc distance of 164.13 feet to the beginning of a reverse curve concave to the Southeast with a radius of 739.48 feet; thence Northeasterly through a central angle of 44°53'24", an arc distance of 579.37 feet to the beginning of a curve concave to the North with a radius of 20.00 feet and a radial bearing of S 29°11'49"E; thence N 41°17'12"W 51.14 feet to the beginning of a curve concave to the Southwest with a radius of 163.01 feet; thence Northwesterly through a central angle of 61°08'51", an arc distance of 173.97 feet; thence on a non-tangent bearing of N 66°45'54"E 390.49 feet; thence N 74°10'59"E 233.86 feet; thence N 68°23'53"E 197.14 feet; thence S 44°04'44"E 416.71 feet; thence S 59°03'36"W 183.76 feet; thence S 72°25'09"W 484.02 feet; thence S 64°08'21"W 177.71 feet; thence S 44°06'15"W 176.78 feet; thence S 23°49'19"W 214.30 feet; thence S 42°42'28"W 176.85 feet; thence S 63°35'07"W 159.80 feet; thence S 85°43'11"W 121.79 feet; thence S 72°16'09"W 107.01 feet; thence S 78°19'48"W 212.88 feet to a point on a curve concave to the Northeast with a radius of 125.00 feet and a radial bearing of S 07°18'16"W; thence Northwesterly, through a central angle of 68°41'50", an arc distance of 149.87 feet to the end of curve; thence N 13°59'54"W 44.55 feet; thence N 80°43'22"W 54.43 feet; thence S 13°59'54"E 66.06 feet to the beginning of a curve concave to the Northeast with a radius of 175.00 feet; thence Southeasterly, through a central angle of 40°09'45", an arc distance of 122.67 feet; thence on a non-tangent bearing of S 89°31'57"W 186.63 feet to the Point of Beginning.

Situate in the County of Spokane, State of Washington.

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EXHIBIT 'A'
LEGAL DESCRIPTION FOR
Vista Place 1st Addition

BEGINNING AT A ½" REBAR WITH CAP MARKED 29286/30159 MARKING THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 SAID POINT ALSO BEING AN ANGLE POINT ON THE WESTERLY LINE OF SAID LOT 2; THENCE SOUTH 35°51'05" EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 A DISTANCE OF 73.33 FEET; THENCE NORTH 54°08'55" EAST A DISTANCE OF 141.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 164.00 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 79°28'52" WEST, SAID POINT LYING ON THE WESTERLY LINE OF TRACT 'D', COYOTE LANE OF SAID ALTERATION OF THE FINAL PLAT OF VISTA PLACE - WOODLAND ESTATES; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°48'30" AN ARC DISTANCE OF 10.90 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 'D'; THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID ALTERATION OF THE FINAL PLAT OF VISTA PLACE - WOODLAND ESTATES, THROUGH THE FOLLOWING NINE COURSES; 1) NORTH 75°40'22" EAST A DISTANCE OF 28.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 136.00 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 75°40'22" WEST; 2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°31'27" AN ARC DISTANCE OF 51.09 FEET; 3) SOUTH 35°51'05" EAST A DISTANCE OF 47.88 FEET; 4) NORTH 54°08'55" EAST A DISTANCE OF 58.54 FEET; 5) SOUTH 69°45'53" EAST A DISTANCE OF 116.36 FEET; 6) SOUTH 49°32'17" EAST A DISTANCE OF 167.55 FEET; 7) SOUTH 21°57'05" EAST A DISTANCE OF 114.28 FEET; 8) SOUTH 12°34'20" EAST A DISTANCE OF 92.43 FEET; 9) SOUTH 77°25'40" WEST A DISTANCE OF 194.61 FEET TO THE MOST NORTHERLY CORNER OF PARCEL A PER RECORD OF SURVEY, RECORDED IN BOOK 101 OF SURVEYS, PAGE 55, RECORDS OF SPOKANE COUNTY; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL A THE FOLLOWING TWO COURSES AND DISTANCES: 1) SOUTH 77°25'40" WEST A DISTANCE OF 15.00 FEET; 2) SOUTH 68°24'56" WEST A DISTANCE OF 95.65 FEET TO THE MOST NORTHERLY CORNER OF LOT 5, BLOCK 3 OF WOODLAND ESTATES, RECORDED IN BOOK 22 OF PLATS, PAGE 98, RECORDS OF SPOKANE COUNTY; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID WOODLAND ESTATES THROUGH THE FOLLOWING THREE COURSES AND DISTANCES: 1) SOUTH 68°24'56" WEST A DISTANCE OF 101.49 FEET; 2) SOUTH 74°12'02" WEST A DISTANCE OF 233.86 FEET; 3) SOUTH 66°46'57" WEST A DISTANCE OF 277.79 FEET; THENCE NORTH 28°36'27" WEST A DISTANCE OF 163.08 FEET; THENCE NORTH 08°05'24" WEST A DISTANCE OF 296.77 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 2, BLOCK 3 OF BULL PINE - WOODLAND ESTATES, RECORDED IN BOOK 26 OF



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Vista Place 1st Addition Continued

PLATS, PAGES 56 THROUGH 58, RECORDS OF SPOKANE COUNTY; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF SAID BULL PINE - WOODLAND ESTATES THROUGH THE FOLLOWING FOUR COURSES; 1) NORTH 55°05'17" EAST A DISTANCE OF 91.86 FEET; 2) NORTH 48°01'00" EAST A DISTANCE OF 83.60 FEET; 3) NORTH 30°16'40" EAST A DISTANCE OF 96.35 FEET; 4) NORTH 20°29'05" EAST A DISTANCE OF 64.69 FEET TO THE MOST EASTERLY CORNER OF LOT 6, BLOCK 3 OF SAID BULL PINE - WOODLAND ESTATES AND THE WESTERLY LINE OF JASPER LANE RIGHT OF WAY, THIS POINT ALSO BEING A POINT ON THE SOUTHERLY BOUNDARY OF SAID ALTERATION OF THE FINAL PLAT OF VISTA PLACE - WOODLAND ESTATES AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 150.39 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 75°40'26" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°25'56" AN ARC DISTANCE OF 24.76 FEET; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT THE FOLLOWING THREE COURSES AND DISTANCES; 1) NORTH 66°14'30" EAST A DISTANCE OF 32.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 118.39 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 66°14'30" WEST; 2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°05'35" AN ARC DISTANCE OF 24.99 FEET; 3) SOUTH 35°51'05" EAST A DISTANCE OF 47.29 FEET; THENCE NORTH 54°08'55" EAST A DISTANCE OF 20.00 FEET; THENCE NORTH 70°14'22" EAST 108.24 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 426,074 SQUARE FEET OR 9.78 ACRES.

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EXHIBIT 'A'
LEGAL DESCRIPTION FOR
BULL PINE

COMMENCING at the North quarter corner of said Section 31; thence S89°48'49"E 1050.61 feet along the north line of said Section 31, to the northeast corner of Lot 11, Block 1, PHEASANT RUN, according to plat recorded in Volume 23 of Plats, Page 61; thence along the easterly lines of said Lot 11 the following two (2) courses: 1) S55°40'49"W 140.17 feet (140.29' plat); 2) S00°11'30"W 45.68 feet (45.53' plat) to the southeast corner of said Lot 11, and the POINT OF BEGINNING; thence along the boundary of said plat of PHEASANT RUN, the following twenty-six (26) courses: 1) S00°11'30"W 60.00 feet; 2) N89°48'30"W 44.64 feet (44.62' plat); 3) southwesterly along the arc of a 20.00 foot radius tangent curve left, through a central angle of 69°04'31", an arc length of 24.11 feet ; 4) westerly along the arc of a 50.00 foot radius reverse curve right, the center of which bears N68°53'01"W, through a central angle of 138°09'01", an arc length of 120.56 feet; 5) northwesterly along the arc of a 20.00 foot radius reverse curve left, the center of which bears S69°16'00"W, through a central angle of 25°38'31" (25°22'44" plat), an arc length of 8.95 feet (8.86' plat); 6) S55°40'49"W 95.15 feet (95.18' plat); 7) S00°11'30"W 65.55 feet (65.54' plat); 8) N89°48'30"W 240.00 feet; 9) S00°11'06"W 155.00 feet; 10) N89°48'54"W 55.00 feet; 11) southwesterly along the arc of a 20.00 foot radius tangent curve left, through a central angle of 90°00'00", an arc length of 31.42 feet; 12) S00°11'06"W 30.00 feet; 13) N89°48'54"W 20.00 feet; 14) N00°11'06"E 30.00 feet; 15) northwesterly along the arc of a 20.00 foot radius tangent curve left, through a central angle of 90°00'00", an arc length of 31.42 feet; 16) N89°48'54"W 125.00 feet; 17) S00°11'06"W 145.01 feet (145.00' plat); 18) N89°48'54"W 185.00 feet to the east right-of-way line of Jensen Road; 19) S00°11'06"W 118.50 feet along the east right-of-way line of said Jensen Road, to the northwest corner of Tract "B" of said PHEASANT RUN; 20) S89°48'54"E 125.00 feet to the northeast corner of said Tract "B"; 21) S09°39'50"W 404.14 feet to the southeast corner of said Tract "B"; 22) N89°48'54"W 75.00 feet to the southwest corner of said Tract "B", and the east right-of-way line of said Jensen Road; thence along the east right-of-way line of said Jensen Road and Northwood Drive, through the following courses; 23) S00°11'06"W 202.17 feet; 24) southerly along the arc of a 380.00 foot radius tangent curve left, concave easterly, through a central angle of 01°15'18", an arc length of 8.32 feet; 25) S01°04'12"E 35.72 feet; 26) southerly along the arc of a 440.00 foot radius tangent curve right, concave westerly, through a central angle of 08°06'05", an arc length of 62.21 feet; thence southeasterly along the arc of a 20.00 foot radius reverse curve left, the center of which bears S82°58'07"E through a central angle of 41°16'30", an arc length of 14.41 feet; thence southeasterly along the arc of a 50.00 foot radius reverse curve right, the center of which bears S55°45'23"W, through a central angle of 05°30'57", an arc length of 4.81 feet; thence departing from said easterly right-of-way line, bearing S89°48'54"E 141.27 feet; thence N00°11'06"E 130.00 feet; thence S89°48'54"E 6.43 feet; thence N71°35'47"E 95.71 feet; thence N55°05'17" 862.85 feet; thence northwesterly along the arc of a 184.50 foot radius non-tangent curve left the center of which bears S75°23'10"W, through a central angle of 05°52'04", and arc length of 18.89 feet; thence southeasterly along the arc of a 215.50 foot radius tangent

Bull Pine cont.



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curve right, through a central angle of $02^{\circ}50'50''$, and arc length of 10.71 feet; thence $N55^{\circ}05'17''E$ 229.83 feet; thence $N48^{\circ}01'00''E$ 83.60 feet; thence $N30^{\circ}16'40''E$ 96.35 feet; thence $N20^{\circ}29'05''E$ 64.69 feet; thence $N14^{\circ}19'45''W$ 24.96 feet; thence northwesterly along the arc of a 20.00 foot radius tangent curve left, through a central angle of $65^{\circ}25'35''$, an arc length of 22.84 feet; thence northwesterly along the arc of a 460.00 foot radius reverse curve right, the center of which bears $N10^{\circ}14'40''E$, through a central angle of $07^{\circ}43'57''$, an arc length of 62.08 feet; thence $N17^{\circ}58'37''E$ 60.00 feet; thence northwesterly along the arc of a 400.00 foot radius non-tangent curve right, the center of which bears $N17^{\circ}58'37''E$, through a central angle of $14^{\circ}29'52''$ on arc length of 101.21 feet; thence northwesterly along the arc of a 440.21 foot radius reverse curve left, the center of which bears $S32^{\circ}28'29''W$, through a central angle of $32^{\circ}16'59''$, an arc length of 248.03 feet to the Point of Beginning.

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EXHIBIT 'A'
LEGAL DESCRIPTION FOR
Pheasant Run

Begin at the N ¼ corner of said Section 31; thence S 89°50'05"E, along the North line of the NE ¼ of said Section 31, 30.00 feet to the True Point of Beginning; thence continuing S 89°50'05"E 1020.61 feet; thence S 55°39'34"W 140.29 feet; thence S 00°09'55"W 105.53 feet; thence N 89°50'05"W 44.62 feet to the beginning of a curve concave to the Southeast with a radius of 20.00 feet; thence Southwesterly, through a central angle of 69°04'31", an arc distance of 24.11 feet to the beginning of a reverse curve concave to the North with a radius of 50.00 feet; thence Southwesterly, Westerly and Northwesterly, through a central angle of 138°09'01", an arc distance of 120.56 feet to the beginning of a curve concave to the Southwest with a radius of 20.00 feet; thence Northwesterly, through a central angle of 25°22'44", an arc distance of 8.86 feet; thence S 55°39'34"W, on a non-tangent line, 95.18 feet; thence S 00°09'55"W 65.54 feet; thence N 89°50'05"W 240.00 feet; thence S 00°09'55"W 155.00 feet; thence N 89°50'05"W 55.00 feet to the beginning of a curve concave to the Southeast with a radius of 20.00 feet; thence Southwesterly, through a central angle of 90°00'00", an arc distance of 31.42 feet; thence S 00°09'55"W 30.00 feet; thence N 89°50'05"W 20.00 feet; thence N 00°09'55"E 30.00 feet to the beginning of a curve concave to the Southwest with a radius of 20.00 feet; thence Northwesterly, through a central angle of 90°00'00", an arc distance of 31.42 feet; thence N 89°50'05"W 125.00 feet; thence S 00°09'55"W 145.00 feet; thence N 89°50'05"W 185.00 feet; thence S 00°09'55"W 118.50 feet; thence S 89°50'05"E 125.00 feet; thence S 09°37'40"W 304.14 feet; thence N 89°50'05"W 75.00 feet; thence S 00°09'55"W 202.17 feet to the beginning of a curve concave to the East with a radius of 380.00 feet; thence Southerly, through a central angle of 1°15'18", an arc distance of 8.32 feet; thence S 01°05'23"E 35.72 feet to the beginning of a curve concave to the West with a radius of 440.00 feet; thence Southerly, through a central angle of 6°26'08", an arc distance of 49.42 feet to the NE corner of "NORTHWOOD 5TH ADDITION", as recorded in book 20 of Plats, page 13; thence N 89°52'51"W, along the North line of said 5th Addition, 29.47 feet; thence N 89°48'01"W 30.82 feet to a point on a curve concave to the West with a radius of 380.00 feet and a radial bearing of S83°49'58"E; thence Northerly through a central angle of 7°15'25", an arc distance of 48.13 feet; thence N 01°05'23"W 35.72 feet to the beginning of a curve concave to the East with a radius of 440.00 feet; thence Northerly, through a central angle of 1°15'18", an arc distance of 9.64 feet; thence N 00°09'55"E 1205.75 feet to the South right of way (R/W) line of Francis Avenue; thence S 89°40'13"E, along said R/W, 30.00 feet to the We3st line of said NE ¼; thence S 89°50'05"E, along said R/W, 30.00 feet; thence N 00°09'55"E 25.00 feet to the True Point of Beginning.

Situate in the County of Spokane, State of Washington