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Mike L. Matney  
P.O. Box 462  
Kettle Falls, WA. 99141

Total of 16 page(s) Paid: \$ 34.00  
STEVENS COUNTY, WASHINGTON  
TIM GRAY, AUDITOR

FCLINTON

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR:**  
**GREENWOOD DEVELOPMENT** CTC 10420

Portion of Parcel # 1946300

This Declaration of Covenants, Conditions and Restrictions and Dedication of Easements made this 21<sup>st</sup> day of July 2005 by Mike L. Matney, a married man, as his sole and separate property, the owner of all of the Greenwood development lots described below. The party's intent is to preserve and enhance the values and the amenities of the area.

The legal description of all the real property that these Covenants, Conditions and Restrictions apply to is as follows:

The W ½ of the NE ¼, the SE ¼ of the NE ¼, the E ½ of the SE ¼ and NW ¼ of the SE ¼. Section 34 Township 36 North, Range 38 East, W. M. in Stevens County, Washington, and that portion of the NW ¼ lying East of boundary line, described as a line in the NW ¼ of Section 34.

**Excepting therefrom** the W ½ of the SE ¼ of the SE ¼ and the E ½ of the SE ¼ of the SE ¼ of said Section 34.

**Also excepting therefrom** the lot referred to as Parcel #5 of Survey with full legal attached hereto as Exhibit "B".

Commonly know as or referred to as GREENWOOD LOT # 1,2,3,4,6,7,8,9,and 10 as fully described on the Exhibit "A" and depicted on survey of Thomas E. Todd recorded July 25, 2005 in Book 25 of Surveys, at Pages 52-56, under Auditor's File No. 20050007966.

The complete legal descriptions of the surveyed lots are attached as Exhibit A..

**GENERAL PROVISIONS**

- A. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own or who may hereafter own, property in the subdivision, for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (10) years unless an instrument signed by owners of two thirds of the lots or tracts has been recorded, agreeing to change the covenants in whole or in part. Unless otherwise agreed by the parties having an interest in any lot, the "owner" shall be the party holding fee title, except in the case of a real estate contract or successive contracts; the last contract purchaser in the chain of title shall be deemed the "owner".
- B. Any persons who now may own, or who may hereafter own, property in the subdivision are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to obtain injunctions or recover any damages suffered by them from any violations thereof.
- C. Each and all of the covenants, conditions and restrictions contained herein shall be deemed and construed to be continuing and no waiver of or failure to enforce a breach of any of the covenants, conditions and restrictions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions and restrictions.
- D. If any covenant, conditions or restrictions contained herein, or any portion thereof, is invalidated or voided by court order or otherwise, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.
- E. By acquiring an interest in any lot, such person agrees to bind himself, his heirs and assigns to these protective covenants, to perform obligations, and comply with the terms of the road maintenance agreement(s).
- F. Any violation of these covenants shall be considered a nuisance. Any lot owner shall have the right: upon fifteen days written notice, to take legal action against the offending parcel's owner, leasee or other person in control of possession.
- G. Person or persons enforcing covenants shall be entitled to recover reasonable costs including reasonable attorney's fees. These costs will become a liability of the offender and if not paid within 30 days, the costs will become a lien on the property. This lien shall be enforceable by foreclosure of real property in the manner provided by law for foreclosures of real property mortgages. Such liens shall be superior to any and all other liens except mortgage liens recorded prior to the date of legal action.
- H. These protective covenants shall be fully incorporated into any instrument by reference to the same as "Declaration of Covenants, Conditions and Restrictions."

## 1. BUILDING CONSTRUCTION AND LANDSCAPING RESTRICTION

- A. All buildings placed on the property shall be of new construction. All buildings shall be constructed in accordance with the provisions of the Uniform Building Code in effect at the date of construction. Each residence shall contain at least 1100 square feet on the main floor, exclusive of second floors, open decks, garages, covered carports, shed and other out buildings.
- B. Except as noted otherwise herein, only one frame construction single-family residence and outbuildings auxiliary thereto (i.e.: garages, wood sheds, barns, etc.) may be constructed or permitted to remain on each lot. Separate guest quarters are allowed subject to county approval but may not to be used as a second full time residence, maximum square feet to be 800 sq ft. and must be placed within 150 ft. of primary residence and to conform to the architecture and colors of the primary residence.
- C. Buildings on residential lots shall be well- proportioned structures. Exterior finish shall be stained or painted colors. Roof covering shall be wood shake, shingle, compositions shingle, or painted metal. No unpainted metal roofing permitted on any building within the subdivision.
- D. The exterior of any building shall be completed within one year of the beginning of construction.
- E. Easements for drainage, utilities, and access roads are reserved as shown on the face of the survey.
- F. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein, and on public right-of-way must comply with regulations and standards of Stevens County

## 2. OCCUPING PROPERTY PRIOR TO NEW HOME CONSTRUCTION

During the one-year construction of a new residential home period only, the lot owner may stay in a motor home or R.V. only.

Prior to the one-year construction of a new residential home period only, the lot owner may stay on the property for up to six months in any calendar year. The lot owner during the period prior to construction may stay in a Motor Home or R.V., but no other non motor home or R.V. shelter will be allowed. (i.e.: no single wide, double wide, or trailer homes or other type of shelter.)

### 3. MOBILE HOMES AND TRAILERS

No single wide, doublewide, manufactured homes, modular homes, mobile homes or trailer houses shall be placed on the property. All the above are prohibited if they have a Housing and Urban Development (HUD) label or sticker. Panel homes without a HUD sticker or label are allowed however all other covenants and restrictions shall apply, including but not limited to the paragraphs on building constructions and landscape restrictions.

EXCEPTION: Green Wood Lot #\_1(one)\_\_ currently has a doublewide mobile home which was placed before subdivision of Green Wood lots. The mobile shall remain for its useful life however when it is removed it must be replaced with a stick built construction to adhere to these protective covenants.

### 4. REPAIRS, MAINTENANCE AND CLEANLINESS

The buildings and grounds of each residential lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. Lot owners must adhere to rules and regulations of the Stevens County Noxious Weed Control Board.

### 5. TRASH AND DEBRIS

No trash, garbage, ashes, refuse, ruins, or other remains of any kind including but not limited to: (disabled vehicles, furniture, appliances) shall be thrown dumped, placed, disposed of, or permitted to remain on any land in the development, vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal of such materials. Such materials shall be kept in containers that shall be maintained in a clean and sanitary condition and shall be kept hidden from county road and adjacent lot owner's view.

### 6. ANIMALS

All pets and livestock must be contained within the boundary of the lot. No commercial livestock or pet raising.

### 7. OFFENSIVE ODORS

Any activity that creates offensive odors that spread to other lots is prohibited.

OFF. VOL. 331 PAGE 0209

**8. BUSINESS ACTIVITY**

No commercial or industrial business that creates any excessive noise or offensive odors, high traffic or trade shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to, or detract from the neighborhood or negatively effect value of property, provided however, this restrictions shall not prevent the rental or lease of any residence thereon as a single family dwelling.

**9. SEVERAILILTY**

In the event any portion of these covenants is ruled invalid, that portion shall be severed from the remainder, and the balance shall be fully enforceable.

Dated this 21<sup>st</sup> day of July, 2005.

  
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Mike L. Matney

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OFF. VOL. 331 PAGE 0210

STATE OF WASHINGTON )

COUNTY OF STEVENS )

) ss.

2005 0008606

PAGE 6

OF

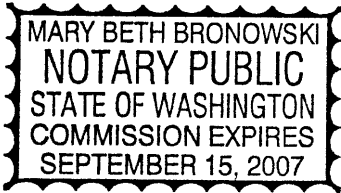
16

STEVENS COUNTY, WASHINGTON

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 21<sup>st</sup> day of July, 2005, personally appeared before me MIKE L. MATNEY, to me known to be the individual described in and who executed the within instrument, and acknowledge that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

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

Mary Beth Bronowski  
Notary Public in and for the State  
of Washington, residing at Colville.  
My Commission expires: 9-15-07



OFF. VOL. 331 PAGE 0211

EXHIBIT "A"

**PARCEL "1"**

---

THAT PART OF THE W ½ OF THE NE ¼ AND THAT PART OF THE  
E ½ OF THE NW ¼, ALL IN SECTION 34, T. 36 N., R. 38 E., W.M.,  
STEVENS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 34;  
THENCE, ALONG THE NORTH LINE OF SAID SECTION 34, N 88°36'52" E  
70.38 FT. TO THE INTERSECTION WITH THE CENTERLINE OF THE  
FOLLOWING DESCRIBED ROAD AND UTILITY EASEMENT "A"; THENCE,  
LEAVING SAID NORTH LINE AND ALONG SAID EASEMENT CENTERLINE,  
S 26°03'14" E 65.15 FT.; THENCE S 18°15'28" E 157.21 FT.; THENCE  
S 22°43'13" E 99.63 FT.; THENCE S 46°04'26" E 103.01 FT.; THENCE  
S 59°49'44" E 126.23 FT.; THENCE S 41°40'41" E 69.00 FT.; THENCE  
S 24°03'02" E 212.80 FT.; THENCE S 18°32'58" E 121.37 FT.; THENCE  
S 34°13'45" E 262.64 FT.; THENCE S 41°28'57" E 380.77 FT.; THENCE  
S 14°36'19" E 150.22 FT.; THENCE S 1°26'35" E 111.02 FT.; THENCE,  
LEAVING SAID EASEMENT CENTERLINE, S 88°36'52" W 969.86 FT. TO  
THE INTERSECTION WITH THAT COMMON BOUNDARY LINE  
AGREEMENT DESCRIBED UNDER AUDITOR'S FILE NO. 528923; THENCE,  
ALONG SAID COMMON BOUNDARY LINE, N 1°25'10" W 163.33 FT.;  
THENCE N 1°53'41" W 396.30 FT.; THENCE N 0°07'15" W 316.50 FT.;  
THENCE N 0°27'07" E 700.20 FT. TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED ROAD  
AND UTILITY EASEMENT "A".

TOGETHER WITH AN EXISTING OVERHEAD POWER LINE THAT SERVES  
THIS PARCEL.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "A"  
(CONTINUED)

**PARCEL "2"**

---

THAT PART OF THE SW 1/4 OF THE NE 1/4 AND THAT PART OF THE SE 1/4 OF THE NW 1/4, ALL IN SECTION 34, T. 36 N., R. 38 E., W.M., STEVENS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34, SAID POINT BEING THE POINT OF BEGINNING FOR THAT COMMON BOUNDARY LINE AGREEMENT DESCRIBED UNDER AUDITOR'S FILE NO. 528923; THENCE, ALONG SAID COMMON BOUNDARY LINE, S 0°27'07" W 700.20 FT.; THENCE S 0°07'15" E 316.50 FT.; THENCE S 1°53'41" E 396.30 FT.; THENCE S 1°25'10" E 163.33 FT. TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, LEAVING SAID COMMON BOUNDARY LINE, N 88°36'52" E 969.86 FT. TO THE INTERSECTION WITH THE CENTERLINE OF THE FOLLOWING DESCRIBED ROAD AND UTILITY EASEMENT "A"; THENCE, ALONG SAID EASEMENT CENTERLINE, S 1°26'35" E 88.39 FT.; THENCE S 20°50'22" E 98.89 FT.; THENCE S 37°07'56" E 180.80 FT.; THENCE S 22°06'50" E 482.87 FT.; THENCE, LEAVING SAID EASEMENT CENTERLINE, S 88°36'52" W 1278.89 FT. TO THE INTERSECTION WITH THAT COMMON BOUNDARY LINE AGREEMENT DESCRIBED UNDER AUDITOR'S FILE NO. 528923; THENCE, ALONG SAID COMMON BOUNDARY LINE, N 1°26'04" W 230.64 FT.; THENCE N 1°25'10" W 549.35 FT. TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED ROAD AND UTILITY EASEMENT "A".

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "A"  
(CONTINUED)

**PARCEL "3"**

---

THAT PART OF THE SW 1/4 OF THE NE 1/4, THAT PART OF THE SE 1/4 OF THE NW 1/4, AND THAT PART OF THE NW 1/4 OF THE SE 1/4, ALL IN SECTION 34, T. 36 N., R. 38 E., W.M., STEVENS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34, SAID POINT BEING THE POINT OF BEGINNING OF THAT COMMON BOUNDARY LINE AGREEMENT DESCRIBED UNDER AUDITOR'S FILE NO. 528923; THENCE, ALONG SAID COMMON BOUNDARY LINE, S 0°27'07" W 700.20 FT.; THENCE S 0°07'15" E 316.50 FT.; THENCE S 1°53'41" E 396.30 FT.; THENCE S 1°25'10" E 712.68 FT.; THENCE S 1°26'04" E 230.64 FT. TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, LEAVING SAID COMMON BOUNDARY LINE, N 88°36'52" E 1278.89 FT. TO THE INTERSECTION WITH THE CENTERLINE OF THE FOLLOWING DESCRIBED ROAD AND UTILITY EASEMENT "A"; THENCE, ALONG SAID EASEMENT CENTERLINE, S 22°06'50" E 310.47 FT.; THENCE S 3°50'00" E 349.15 FT. TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE, LEAVING SAID EASEMENT CENTERLINE, S 88°27'28" W 1389.76 FT. TO THE WEST LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 34; THENCE, ALONG SAID WEST LINE, N 1°10'07" W 368.56 FT. TO THE CENTER OF SAID SECTION 34; THENCE, ALONG THE NORTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 34, S 88°27'28" W 15.04 FT. TO THE INTERSECTION WITH AN EXISTING NORTH/SOUTH FENCE LINE; THENCE, LEAVING SAID NORTH LINE AND ALONG SAID EXISTING NORTH/SOUTH FENCE LINE, N 1°35'51" W 20.25 FT. TO THE INTERSECTION WITH THAT COMMON BOUNDARY LINE AGREEMENT DESCRIBED UNDER AUDITOR'S FILE NO. 528923; THENCE, ALONG SAID COMMON BOUNDARY LINE, N 1°26'04" W 254.23 FT. TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED ROAD AND UTILITY EASEMENT "A".

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED SPUR EASEMENT "B".

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

EXHIBIT "A"  
(CONTINUED)

**PARCEL "4"**

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THAT PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 34, T. 36 N.,  
R. 38 E., W.M., STEVEN COUNTY, WASHINGTON, DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34,  
SAID POINT BEING THE POINT OF BEGINNING OF THAT COMMON  
BOUNDARY LINE AGREEMENT DESCRIBED UNDER AUDITOR'S FILE NO.  
528923; THENCE, ALONG SAID COMMON BOUNDARY LINE, S 0°27'07" W  
700.20 FT.; THENCE S 0°07'15" E 316.50 FT.; THENCE S 1°53'41" E 396.30  
FT.; THENCE S 1°25'10" E 712.68 FT.; THENCE S 1°26'04" E 484.87 FT. TO  
THE END OF SAID COMMON BOUNDARY LINE; THENCE, ALONG AN  
EXISTING NORTH/SOUTH FENCE LINE, S 1°35'51" E 20.25 FT. TO THE  
NORTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 34;  
THENCE, ALONG SAID NORTH LINE, N 88°27'28" E 15.04 FT. TO THE  
CENTER OF SECTION 34; THENCE, ALONG THE WEST LINE OF THE  
NW 1/4 OF THE SE 1/4 OF SAID SECTION 34, S 1°10'07" E 368.56 FT. TO  
THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, LEAVING  
SAID WEST LINE, N 88°27'28" E 795.38 FT.; THENCE S 1°10'07" E 519.64  
FT.; THENCE S 51°07'03" E 672.14 FT. TO THE SOUTHEAST CORNER OF  
THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 34; THENCE, ALONG THE  
SOUTH LINE THEREOF, S 88°29'16" W 1309.89 FT. TO THE SOUTHWEST  
CORNER OF SAID NW 1/4 OF THE SE 1/4; THENCE, ALONG THE WEST  
LINE THEREOF, N 1°10'07" W 954.81 FT. TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED ROAD AND UTILITY  
EASEMENT "A".

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED SPUR  
EASEMENT "B".

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "A"  
(CONTINUED)

**PARCEL "6"**

---

THAT PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34, T. 36 N.,  
R. 38 E., W.M., STEVENS COUNTY, WASHINGTON, DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34;  
THENCE, ALONG THE NORTH LINE THEREOF, N 88°36'52" E 70.38 FT. TO  
THE INTERSECTION WITH THE CENTERLINE OF THE FOLLOWING  
DESCRIBED ROAD AND UTILITY EASEMENT "A" AND THE POINT OF  
BEGINNING FOR THIS DESCRIPTION; THENCE, ALONG SAID EASEMENT  
CENTERLINE, S 26°03'14" E 65.15 FT.; THENCE S 18°15'28" E 157.21  
FT.; THENCE S 22°43'13" E 99.63 FT.; THENCE S 46°04'26" E 103.01 FT.;  
THENCE S 59°49'44" E 126.23 FT.; THENCE S 41°40'41" E 69.00 FT.;  
THENCE S 24°03'02" E 212.80 FT.; THENCE S 18°32'58" E 121.37 FT.;  
THENCE S 34°13'45" E 90.64 FT. TO A POINT HEREINAFTER REFERRED  
TO AS POINT "A"; THENCE, LEAVING SAID EASEMENT CENTERLINE,  
N 88°36'52" E 743.13 FT. TO THE EAST LINE OF THE NW 1/4 OF THE  
NE 1/4 OF SAID SECTION 34; THENCE, ALONG SAID EAST LINE,  
N 1°02'31" W 882.85 FT. TO THE NORTHEAST CORNER OF SAID NW 1/4  
OF THE NE 1/4; THENCE, ALONG THE NORTH LINE THEREOF,  
S 88°36'52" W 1249.09 FT. TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED ROAD  
AND UTILITY EASEMENT "A".

SUBJECT TO A 0.27 ACRE "MEMORIAL" DESCRIBED IN RESTRICTIVE  
COVENANTS RECORDED IN OFFICIAL VOLUME 225 AT PAGE 2158 (SEE  
BOOK 18 OF SURVEYS AT PAGE 103).

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED  
MEMORIAL ACCESS EASEMENT.

SUBJECT TO AND TOGETHER WITH AN EXISTING OVERHEAD POWER  
LINE THAT SERVES THIS PARCEL AND OTHER PARCELS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

OFF. VOL. 331 PAGE 0216

EXHIBIT "A"  
(CONTINUED)

**PARCEL "7"**

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THAT PART OF THE W 1/2 OF THE NE 1/4 AND THAT PART OF THE SE 1/4 OF THE NE 1/4, ALL IN SECTION 34, T. 36 N., R. 38 E., W.M., STEVENS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE, ALONG THE NORTH LINE THEREOF, N 88°36'52" E 70.38 FT. TO THE INTERSECTION WITH THE CENTERLINE OF THE FOLLOWING DESCRIBED ROAD AND UTILITY EASEMENT "A"; THENCE, ALONG SAID EASEMENT CENTERLINE, S 26°03'14" E 65.15 FT.; THENCE S 18°15'28" E 157.21 FT.; THENCE S 22°43'13" E 99.63 FT.; THENCE S 46°04'26" E 103.01 FT.; THENCE S 59°49'44" E 126.23 FT.; THENCE S 41°40'41" E 69.00 FT.; THENCE S 24°03'02" E 212.80 FT.; THENCE S 18°32'58" E 121.37 FT.; THENCE S 34°13'45" E 90.64 FT. TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, CONTINUING ALONG SAID EASEMENT CENTERLINE, S 34°13'45" E 172.00 FT.; THENCE S 41°28'57" E 380.77 FT.; THENCE S 14°36'19" E 150.22 FT.; THENCE S 1°26'35" E 199.41 FT.; THENCE S 20°50'22" E 17.49 FT.; THENCE, LEAVING SAID EASEMENT CENTERLINE, N 88°32'11" E 1675.20 FT. TO THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 34; THENCE, ALONG SAID EAST LINE, N 0°54'53" W 366.92 FT. TO THE NORTHEAST CORNER OF SAID SE 1/4 OF THE NE 1/4; THENCE, ALONG THE NORTH LINE THEREOF, S 88°32'11" W 1316.57 FT. TO THE SOUTHEAST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 34; THENCE, ALONG THE EAST LINE THEREOF, N 1°02'31" W 430.53 FT.; THENCE, LEAVING SAID EAST LINE, S 88°36'52" W 743.13 FT. TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED ROAD AND UTILITY EASEMENT "A".

SUBJECT TO AND TOGETHER WITH AN EXISTING OVERHEAD POWER LINE THAT SERVES THIS PARCEL AND OTHER PARCELS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "A"  
(CONTINUED)

**PARCEL "8"**

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THAT PART OF THE S ½ OF THE NE ¼ OF SECTION 34, T. 36 N.,  
R. 38 E., W.M., STEVENS COUNTY, WASHINGTON, DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34;  
THENCE, ALONG THE NORTH LINE THEREOF, N 88°36'52" E 70.38 FT. TO  
THE INTERSECTION WITH THE CENTERLINE OF THE FOLLOWING  
DESCRIBED ROAD AND UTILITY EASEMENT "A"; THENCE, ALONG SAID  
EASEMENT CENTERLINE, S 26°03'14" E 65.15 FT.; THENCE S 18°15'28" E  
157.21 FT.; THENCE S 22°43'13" E 99.63 FT.; THENCE S 46°04'26" E  
103.01 FT.; THENCE S 59°49'44" E 126.23 FT.; THENCE S 41°40'41" E  
69.00 FT.; THENCE S 24°03'02" E 212.80 FT.; THENCE S 18°32'58" E  
121.37 FT.; THENCE S 34°13'45" E 262.64 FT.; THENCE S 41°28'57" E  
380.77 FT.; THENCE S 14°36'19" E 150.22 FT.; THENCE S 1°26'35" E  
199.41 FT.; THENCE S 20°50'22" E 17.49 FT. TO THE POINT OF  
BEGINNING FOR THIS DESCRIPTION; THENCE, CONTINUING ALONG SAID  
EASEMENT CENTERLINE, S 20°50'22" E 81.40 FT.; THENCE S 37°07'56" E  
180.80 FT.; THENCE S 22°06'50" E 370.79 FT.; THENCE, LEAVING SAID  
EASEMENT CENTERLINE, N 88°27'28" E 1406.56 FT. TO THE EAST LINE  
OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 34; THENCE, ALONG  
SAID EAST LINE, N 0°54'53" W 568.73 FT.; THENCE, LEAVING SAID EAST  
LINE, S 88°32'11" W 1675.20 FT. TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED ROAD  
AND UTILITY EASEMENT "A".

SUBJECT TO AND TOGETHER WITH AN EXISTING OVERHEAD POWER  
LINE THAT SERVES THIS PARCEL AND OTHER PARCELS.

SUBJECT TO THAT MUTUAL EASEMENT AGREEMENT RECORDED UNDER  
AUDITOR'S FILE NO. 8801928.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "A"  
(CONTINUED)  
**PARCEL "9"**

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THAT PART OF THE SW 1/4 OF THE NE 1/4, THAT PART OF THE SE 1/4 OF THE NE 1/4, AND THAT PART OF THE NE 1/4 OF THE SE 1/4, ALL IN SECTION 34, T. 36 N., R. 38 E., W.M., STEVENS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE, ALONG THE NORTH LINE THEREOF, N 88°36'52" E 70.38 FT. TO THE INTERSECTION WITH THE CENTERLINE OF THE FOLLOWING DESCRIBED ROAD AND UTILITY EASEMENT "A"; THENCE, ALONG SAID EASEMENT CENTERLINE, S 26°03'14" E 65.15 FT.; THENCE S 18°15'28" E 157.21 FT.; THENCE S 22°43'13" E 99.63 FT.; THENCE S 46°04'26" E 103.01 FT.; THENCE S 59°49'44" E 126.23 FT.; THENCE S 41°40'41" E 69.00 FT.; THENCE S 24°03'02" E 212.80 FT.; THENCE S 18°32'58" E 121.37 FT.; THENCE S 34°13'45" E 262.64 FT.; THENCE S 41°28'57" E 380.77 FT.; THENCE S 14°36'19" E 150.22 FT.; THENCE S 1°26'35" E 199.41 FT.; THENCE S 20°50'22" E 98.89 FT.; THENCE S 37°07'56" E 180.80 FT.; THENCE S 22°06'50" E 370.79 FT. TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, CONTINUING ALONG SAID EASEMENT CENTERLINE, S 22°06'50" E 422.55 FT.; THENCE S 3°50'00" E 306.14 FT.; THENCE, LEAVING SAID EASEMENT CENTERLINE, N 88°27'28" E 810.40 FT.; THENCE N 64°32'00" E 214.09 FT.; THENCE N 74°00'26" E 241.07 FT. TO THE EAST LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 34; THENCE, ALONG SAID EAST LINE, N 0°50'27" W 178.61 FT. TO THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE, ALONG THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 34, N 0°54'53" W 375.96 FT.; THENCE, LEAVING SAID EAST LINE, S 88°27'28" W 1406.56 FT. TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED ROAD AND UTILITY EASEMENT "A".

SUBJECT TO THAT MUTUAL EASEMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 8801928.

SUBJECT TO AND TOGETHER WITH AN EXISTING OVERHEAD POWER LINE THAT SERVES THIS PARCEL AND OTHER PARCELS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "A"  
(CONTINUED)

**PARCEL "10"**

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THAT PART OF THE NE 1/4 OF SE 1/4 OF SECTION 34, T. 36 N.,  
R. 38 E., W.M., STEVENS COUNTY, WASHINGTON, DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34;  
THENCE, ALONG THE NORTH LINE THEREOF, N 88°36'52" E 70.38 FT. TO  
THE INTERSECTION WITH THE CENTERLINE OF THE FOLLOWING  
DESCRIBED ROAD AND UTILITY EASEMENT "A"; THENCE, ALONG SAID  
EASEMENT CENTERLINE, S 26°03'14" E 65.15 FT.; THENCE S 18°15'28" E  
157.21 FT.; THENCE S 22°43'13" E 99.63 FT.; THENCE S 46°04'26" E  
103.01 FT.; THENCE S 59°49'44" E 126.23 FT.; THENCE S 41°40'41" E  
69.00 FT.; THENCE S 24°03'02" E 212.80 FT.; THENCE S 18°32'58" E  
121.37 FT.; THENCE S 34°13'45" E 262.64 FT.; THENCE S 41°28'57" E  
380.77 FT.; THENCE S 14°36'19" E 150.22 FT.; THENCE S 1°26'35" E  
199.41 FT.; THENCE S 20°50'22" E 98.89 FT.; THENCE S 37°07'56" E  
180.80 FT.; THENCE S 22°06'50" E 793.34 FT.; THENCE S 3°50'00" E  
306.14 FT. TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;  
THENCE, CONTINUING ALONG SAID EASEMENT CENTERLINE,  
S 3°50'00" E 242.00 FT.; THENCE S 13°19'22" W 78.21 FT.; THENCE  
S 18°49'19" E 161.13 FT.; THENCE S 34°35'48" E 134.99 FT.; THENCE,  
LEAVING SAID EASEMENT CENTERLINE, N 88°29'16" E 815.18 FT.;  
THENCE S 0°50'27" E 414.17 FT. TO THE SOUTH LINE OF THE NE 1/4  
OF THE SE 1/4 OF SAID SECTION 34; THENCE, ALONG SAID SOUTH  
LINE, N 88°29'16" E 304.30 FT. TO THE SOUTHEAST CORNER OF SAID  
NE 1/4 OF THE SE 1/4; THENCE, ALONG THE EAST LINE THEREOF,  
N 0°50'27" W 1146.20 FT.; THENCE, LEAVING SAID EAST LINE,  
S 74°00'26" W 241.07 FT.; THENCE S 64°32'00" W 214.09 FT.; THENCE  
S 88°27'28" W 810.40 FT. TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED ROAD  
AND UTILITY EASEMENT "A".

SUBJECT TO THE FOLLOWING DESCRIBED ROAD EASEMENT.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "B"  
(EXCLUDED FROM COVENANTS)

**PARCEL "5"**

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THAT PART OF THE N ½ OF THE SE ¼ OF SECTION 34, T. 36 N.,  
R. 38 E., W.M., STEVENS COUNTY, WASHINGTON, DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34,  
SAID POINT BEING THE POINT OF BEGINNING OF THAT COMMON  
BOUNDARY LINE AGREEMENT DESCRIBED UNDER AUDITOR'S FILE NO.  
528923; THENCE, ALONG SAID COMMON BOUNDARY LINE, S 0°27'07" W  
700.20 FT.; THENCE S 0°07'15" E 316.50 FT.; THENCE S 1°53'41" E 396.30  
FT.; THENCE S 1°25'10" E 712.68 FT.; THENCE S 1°26'04" E 484.87 FT. TO  
THE END OF SAID COMMON BOUNDARY LINE; THENCE, ALONG AN  
EXISTING NORTH/SOUTH FENCE LINE, S 1°35'51" E 20.25 FT. TO THE  
NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 34;  
THENCE, ALONG SAID NORTH LINE, N 88°27'28" E 15.04 FT. TO THE  
CENTER OF SECTION 34; THENCE, ALONG THE WEST LINE OF THE  
NW ¼ OF THE SE ¼ OF SAID SECTION 34, S 1°10'07" E 368.56 FT.;  
THENCE, LEAVING SAID WEST LINE, N 88°27'28" E 795.38 FT. TO THE  
POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE N 88°27'28" E  
594.38 FT. TO THE INTERSECTION WITH THE CENTERLINE OF THE  
FOLLOWING DESCRIBED ROAD AND UTILITY EASEMENT "A", SAID POINT  
HEREINAFTER REFERRED TO AS POINT "B"; THENCE, ALONG SAID  
EASEMENT CENTERLINE, S 3°50'00" E 198.99 FT.; THENCE S 13°19'22" W  
78.21 FT.; THENCE S 18°49'19" E 161.13 FT.; THENCE S 34°35'48" E 134.99  
FT; THENCE, LEAVING SAID EASEMENT CENTERLINE,  
N 88°29'16" E 815.18 FT.; THENCE S 0°50'27" W 414.17 FT. TO THE  
SOUTH LINE OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 34;  
THENCE, ALONG SAID SOUTH LINE, S 88°29'16" W 1005.59 FT. TO THE  
SOUTHEAST CORNER OF THE NW ¼ OF THE SE ¼ OF SAID SECTION  
34; THENCE N 51°07'03" W 672.14 FT.; THENCE N 1°10'07" W 519.64 FT. TO  
THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED ROAD  
AND UTILITY EASEMENT "A".

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED SPUR  
EASEMENT "B".

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.