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WASHINGTON LAND & RANCHES LLC



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Washington Land & Ranches, LLC
1570 Plaza West Drive
Prescott, AZ 86303

AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
EAGLE SPRINGS RANCH

Grant County, Washington



AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE SPRINGS RANCH

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EAGLE SPRINGS RANCH**

Grant County, Washington

The undersigned Declarant previously caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Eagle Springs Ranch in the official records of Grant County recorded on November 9, 2006, as Recording Number 1203459, Pages 1 through 24 in the office of the Grant County Recorder (the "Original CCRs"). In its capacity as Declarant and pursuant to Paragraph 7.4., of the Original CCRs, Declarant intends to and does hereby amend, replace and restate the Original CCRs in its entirety as set forth below and this instrument shall for all purposes amend, replace and restate the Original CCRs.

THIS DECLARATION is made by Washington Land & Ranches, LLC, ("Declarant") the owner of record and Declarant of the property described herein, along with its successors, assigns and designees.

This Declaration is being recorded to establish a general plan for the development, sale, lease and use of the Project in order to protect and enhance the value and desirability of the Project. The Declarant declares that all of the property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for him/herself or itself, his/her heirs, personal representatives, successors, transferees and assigns, binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development, sale, lease and use of the Property and hereby evidences his/her interest that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Tracts and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each membership shall be deemed to be conveyed or encumbered with its respective Tract even though the description in the instrument of conveyance or encumbrance may refer only to the Tract.

1.0 DEFINITIONS

As used herein, the following terms have the following meanings:

1.1 **Additional Property** means the real property owned by Declarant which is adjacent to or situated within the vicinity of the Property, together with all improvements situated thereon, which Declarant may subsequently annex and make part of the Property and which would be subject to this Declaration.

1.2 **Association** means the Eagle Springs Ranch Property Owners Association, a Washington nonprofit corporation, as referred to in Section 2 of this Declaration.

1.3 **Board** means the board of directors of the Eagle Springs Ranch Property Owners Association.

1.4 **Bona Fide First Deed of Trust** means any deed of trust or realty mortgage, or agreement for sale made in good faith and for value and properly executed and recorded so as to create a lien on any Tract or Tracts that is prior to the lien of any other deed of trust or realty mortgage.

1.5 **Common Area** means all real property, along with any amenities, improvements or facilities located thereon, that are owned, leased or granted to the Association for the common use and enjoyment of its Members (the Owners). Common Areas may include, but are not limited to, interior roadways, easements, or any other areas or facilities designated by Declarant to be Common Area and granted to the Association herein or on the recorded Record of Survey of the Property for the benefit of its Members.

1.6 **Declaration** means this Declaration of Covenants, Conditions, and Restrictions.

1.7 **Declarant** means Washington Land & Ranches, LLC, as the original Owner of the Property and Declarant of this Declaration.

1.8 **Member** means the Owner of record of any Tract located within the Project as a Member of the Eagle Springs Ranch Property Owners Association.

1.9 **Owner** shall mean and refer to the owner of record, whether one or more persons or entities, of fee or equitable or beneficial title to any Tract, including Declarant. Owner shall include the purchaser of a Tract under an executory contract for purchase. The foregoing definition does not include persons or entities that hold an interest in any Tract solely as security for the performance of an obligation.

1.10 **Property or Project** means the real property described on Exhibit "A"(and any amendments thereto), attached to this Declaration, together with all improvements located thereon, and all Additional Property, together with all improvements located thereon, which is annexed and subjected to this Declaration by the Declarant.

1.11 **Rancher** is any current person or entity owning the reserved Grazing Rights to the Property, or any lessee of those rights, along with the reserved rights to use certain "pre-existing"

registered ground and surface waters used for livestock watering, along with any grazing-related facilities situated on the Property, all as identified and referred to on the recorded Record of Survey.

1.12 **Record of Survey** means any recorded map (Record of Survey) of Eagle Springs Ranch, as recorded in the official records of Grant County, Washington, and as thereafter may be amended or supplemented, together with all subsequent Record of Surveys for any Additional Property.

1.13 **Tract** means individual portions of the Project intended for independent ownership and use as designated on the Record of Survey, either individually or collectively as the case may be, as such divisions maybe allowed by law. Tracts may also be referred to as "Lots" or "Parcels" in other documents relating to the Project or the individual Tracts.

1.14 **Transition Date** means that date specified on or before which the Declarant transfers control of the Association to its Members or at such time as one hundred percent (100%) of the Tracts have been sold or earlier, at Declarant's option.

2.0 PROPERTY OWNERS ASSOCIATION.

2.1 **Purpose:** The Property shall be subject to the Eagle Springs Ranch Property Owners Association. The purpose of the Association is: (1) To maintain, repair and improve; (a) the common roadways (including snow removal), gates, fences and roadway drainage facilities located on or within the Property; and (b) any other common areas benefiting the Property and designated by Declarant for use and maintenance by the Association and its Members. (2) To maintain, repair and improve roadways on land not within the Property that lie within public or private easements, but only if such roadways provide access to the Property from highways and roads maintained by public funds. Nothing stated in subpart 2.1(2) shall be construed to require the Association to maintain the roadways described in that subpart. (3) To enforce the provisions set forth in this Declaration.

DECLARANT SHALL MAINTAIN THE ROADWAYS UNTIL THE TRANSITION DATE OF THE ASSOCIATION.

2.2 **Membership:** Each and every Owner, in accepting a deed or contract for any Tract, whether or not it shall be so expressed in such deed or contract, automatically becomes a Member of the Association, and agrees to be bound by the terms set forth in this Declaration and such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall be appurtenant and may not be separated from ownership of the Tract. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Tract, whether by intestate succession, testamentary disposition, foreclosure



of a deed of trust or a mortgage, or such other legal processes as are now in effect or as may be hereafter established pursuant to the laws of the State of Washington. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each Owner, as a Member, shall have such voting rights as set forth in this Declaration and in the Association bylaws.

2.3 Voting: The total number of votes in the Association shall be on the basis of three (3) votes per original Owner, per Tract, except that the Declarant shall have nine (9) votes for each Tract it owns. The total number of Tracts and therefore the total number of votes may also be increased or decreased from time to time by the annexation of Additional Property or the de-annexation of Property, pursuant to Sections 3 and 4 of this Declaration. Unless otherwise specifically provided herein or in the bylaws, all Association matters requiring a vote of the Members shall be determined by a majority vote (i.e., a majority of the votes cast) so long as the quorum requirements are met. If more than one party is the Owner of a Tract, there must be unanimous agreement among those who own an interest, otherwise the vote(s) attributable to that Tract shall not be counted. Any action requiring a vote of the Members may take place one of three ways: 1) In person at a meeting; 2) By written proxy at a meeting; and/or 3) By written mail-in ballot in accordance with the bylaws. Any division of a Tract shall be considered a separate Tract subject to a separate assessment and entitled to a separate vote in the Association.

At any time that a Tract not owned by Declarant is legally further divided in accordance with this Declaration, the three (3) votes originally available to the original Tract shall be reallocated as follows: 1) If the original Tract has been divided into two (2) Tracts, the largest of the two shall be allocated two (2) votes and the smaller of the two shall be allocated one (1) vote; and if the original Tract is divided into three (3) Tracts, each Tract shall be allocated one (1) vote.

2.4 Quorum Requirement: Unless otherwise stated herein or in the Association's bylaws, the number of votes received by the Association for most voting matters must represent twenty-five percent (25%) of the total number of Members entitled to vote in order to constitute a quorum, whether the votes be cast in person or by proxy at a meeting, or received as written mail-in votes.

2.5 Management of the Association: Declarant shall maintain control of the Association and act as its board of directors (the "Board") until the Transition Date when a new Board is elected by the Members. Thereafter, the Members shall elect the Board annually in accordance with the bylaws. Unless otherwise stated herein or in the bylaws, and with the exception of those matters requiring a vote of the Members, the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws (as they may be amended from time to time), shall conduct all affairs and exercise the powers of the Association.

2.6 Estimated Costs: The Association, on an annual basis, shall make a determination of the estimated costs of insurance, operating costs and the repair and maintenance of roadways, easements and any other designated Common Areas shown on the Record of Survey or otherwise



so designated, including any reserves necessary for future capital expenditures and maintenance. The Association shall furthermore allocate the estimated costs for such insurance, operating costs maintenance and repairs to be included under Regular Assessments. The Association shall prepare an annual budget and also an annual accounting of monies received and disbursed in accordance with the Bylaws.

2.7 Regular Assessments: Each Owner, other than Declarant, shall pay Regular Assessments for normal maintenance, repair, management and reserves for the Common Areas, along with insurance and operating costs for the Association. Such assessments shall be charged to each Member on a uniform flat-fee basis per Tract owned. Additional Tracts created through subdivision of an original Tract are to be considered individual Tracts and will be assessed the full and same amount as all other Tracts in the Development. Owners who subdivide their Tracts must advise the Association of any newly created Tracts within thirty (30) days for the purpose of annual assessments and voting rights. Additionally all new Owners of any Tract must be given a copy of this Declaration along with the documents referred to in Section 5.5 and are required to notify the Association with their contact information within sixty (60) days of taking title to their Tract. The assessments may be collected on a monthly, quarterly or annual basis, or any combination of same as determined by the Board. The Association shall establish the amount of the regular assessments for the upcoming fiscal year at least thirty (30) days prior to the end of the existing fiscal year. Written notice of the assessments shall be sent to every Owner at least sixty (60) days prior to the due date established by the Board. The initial regular assessment shall be \$ 381.00 per Tract annually.

2.8 Special Assessments: In addition to Regular Assessments, the Association may establish or levy Special Assessments. The Board may levy a Special Assessment to cover the cost of bringing a Tract (or its Owner or lessee) into compliance with the requirements of this Declaration, the Bylaws, the Articles or rules and regulations established by the Association. The Association may also establish a Special Assessment for the construction, repair, reconstruction, or replacement of a capital improvement of the Common Area or for any other lawful Association purpose or expense, HOWEVER any Special Assessment established for the purpose of such capital expenditures must be approved by a two-thirds (2/3) majority vote of Members meeting a fifty percent (50%) quorum requirement. Special assessments shall be allocated and charged on the same basis per Tract as Regular Assessments.

2.9 Proration of Assessments: Regular Assessments will be assessed as of the date of recordation of the deed wherein the Owner acquired legal title to the Tract. All Owners acquiring interest in a Tract during the calendar year shall be obligated for a pro rata portion thereof. Declarant shall not be responsible for comparable assessments on each Tract owned by Declarant. However, Declarant may be responsible for providing labor, material and/or monies in sufficient amounts, not to exceed the amount of the normal assessment for each Tract owned by Declarant, if necessary in Declarant's opinion, to properly fulfill the Association's maintenance responsibilities until the Transition Date or earlier, at Declarant's option. Where



the holder of a First Deed of Trust, including Declarant, obtains title to the Tract as a result of trustee's sale, or deed in lieu of foreclosure, of said First Deed of Trust, such acquirer of title, its successors and assigns, shall not be liable for the share of the assessments by the Association chargeable to such Tract which became due prior to the acquisition of title to such Tract by such acquirer. Such acquirer shall be responsible, as any Owner, for assessments charged subsequent to the acquisition.

2.10 Assessment Liens: For each Tract, the applicable Regular and any Special Assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association), costs and reasonable attorney's fees, shall constitute a lien on the Tract. Each Owner shall be personally responsible for his or her share of assessments imposed by the Association. This personal obligation or delinquent assessments shall not pass to the Owner's successor; PROVIDED, HOWEVER, the obligation to pay the same shall be a continuing lien on the applicable Tract, excepting for the provisions of Section 2.9 above, relating to deed of trust beneficiaries and to realty mortgagees. Such lien shall be prior to all other liens excepting only ad valorem liens in favor of governmental assessing units or special assessment districts. The Association lien may be foreclosed by the Association in a like manner as a foreclosure of a real property deed of trust or realty mortgage. The Association shall have the power to bid on the delinquent Tract at a foreclosure sale, and acquire, hold, lease, encumber and convey the same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

2.11 Notice of Noncompliance : In the event the Association determines that any Owner has not complied with the provisions of this Declaration, the Association may, at its option, give written notice to the Owner of the conditions complained of. The Owner shall correct same or, if not readily correctable within fifteen (15) days after notice from the Association, the Owner shall submit corrective plans proposing its remedy to the condition complained of with fifteen (15) days after notice from the Association. The Association shall approve or disapprove any plans submitted by the Owner and set forth a reasonable time for correction of the condition complained of. In the event such condition is not corrected according to the approved plans, within the allotted time, the Association shall have the right to undertake to remedy such condition or violation complained of. The cost thereof shall be levied as a Special Assessment to such Owner and enforceable by the Association in the same manner any other unpaid assessment. The Association is hereby granted the right of entry on the affected Tract to so correct the condition or violation complained of.

2.12 Legal Costs: The Declarant, and/or the Board may cause a lawsuit to be commenced and maintained in the name of the Association against an Owner to enforce the payment of any delinquent assessment or to enforce any other pertinent provision of this Declaration. Any judgment rendered in any such action shall include the amount of the delinquency, interest at the rate of twelve percent (12%) per annum from the date of delinquency, the amount of damages



proven, court fees, and reasonable attorney's fees which are incurred by the Association as fixed by the court.

2.13 **Variances:** So long as Declarant maintains control of the Association, or owns any Tract in the Project, Declarant, in its sole and absolute discretion, may grant a variance to any restriction contained herein, and approve or disapprove any proposed improvement or alteration for any reason, including, but not limited to, aesthetics or potential negative impact on its ability to sell any remaining Property. After the Transition Date, the Board may grant reasonable variances where strict adherence to these restrictions would cause undo hardship or in cases where the Members of the Association would, in the Board's opinion, benefit from said variance.

2.14 **Transition Date:** At such time as 100% of the Tracts are sold or earlier, at Declarant's discretion, Declarant shall turn control of the Association over to a Board elected by the Members. The Declarant shall notify the Members in writing of the Transition Date not less than thirty (30) days prior to said Transition Date. Declarant, as the Association's initial Board, shall call a meeting of the Members for the purpose of taking over the operation and control of the Association. Prior to said meeting the Members shall elect, by a majority of the votes cast by Members meeting a twenty-five percent (25%) quorum, a minimum of three (3) and a maximum of five (5) persons to the Board. The election results shall be announced at the meeting. So long as Declarant owns any Tract in the Project, it may exercise its voting rights by casting the number of votes it retains at the time. Immediately following the transition meeting, the newly elected Board may hold their first meeting for the purpose of electing officers and conducting any other business of the directors. Following the Board meeting, the Association may hold its first annual meeting of the Members. Thereafter, all affairs of the Association shall be conducted by the Board and such officers that the Board may elect or appoint in accordance with the Articles and Bylaws, as they may be amended from time to time.

3.0 ANNEXATION OF ADDITIONAL PROPERTY.

3.1 **Declarant's Right to Annex Additional Property:** At any time the Declarant shall have the right to annex and subject to this Declaration all or any portion of the Additional Property without the consent of any other Owner or person. Declarant, its successors and designees reserve all present and future rights to utilize all Common roadways and easements within the Project to comparably develop lands within or adjacent to the Project and to grant use of said easements to additional subsequent individuals or entities. Any such expansion to be included within this Declaration shall be subject to the terms and conditions of this Declaration, but may include reasonable variances.

3.2 **Annexation of Additional Property:** Declarant may annex and subject Additional Property to this Declaration by recording an amendment to Exhibit "A" of this Declaration describing the property being annexed. Common Area, as shown on the Record of Survey of the



Additional Property, shall be subject to the provisions set forth in this Declaration with the maintenance, repair and replacement of the Common Area being the responsibility of the Association as set forth herein. The voting rights of the Owners of Tracts annexed pursuant to this section shall be effective as of the date of the annexation. The Owner's obligation to pay assessments shall commence as provided in Section 2.10 of this Declaration.

3.3 Sequence of Annexation: The Additional Property may be annexed as a whole, at one time or in one or more portions or phases at different times, or it may never be annexed, and there are no limitations upon the order of annexation or the boundaries thereof. The Additional Property annexed by the Declarant, need not be contiguous with other property in the Project, and the exercise of the right of annexation as to any portion of the Additional Property shall not bar the further exercise of the right of annexation as to any other portion of the Additional Property.

3.4 Disclaimer: DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER THAT: (1) The Project will be completed in accordance with the plans for the Project as they exist on the date this Declaration is recorded; (2) Any Property subject to this Declaration will be committed to or developed for a particular use or for any use; (3) The use of any Property subject to this Declaration will not be changed in the future; or (4) All or any portion of the Additional Property will be annexed, or the exact number of Tracts to be added in the event of annexation.

4.0 DE-ANNEXATION

4.1 Declarant's Right to De-Annex Property: Notwithstanding any other provision of this Declaration, Declarant shall have the right from time to time, at its sole option and without the consent of any Owner or any other person, to delete from the Property and remove from the effect of this Declaration one or more portions of the Property, so long as (1) The portion of the Property to be removed and deleted is owned by Declarant, or the Owner of such portion of the Property executes and records an instrument approving such deletion and removal; and (2) Such deletion and removal would not deprive Owners of other parts of the Property of easements or rights-of way necessary to the continued use of their respective parts of the Property (unless Declarant at the same time provides for reasonably adequate replacement easements or rights-of way). Declarant may exercise its rights of de-annexation in each case by executing and causing to be recorded an instrument which identifies the portion of the Property to be so deleted and removed and which is executed by each Owner of such portion of the Property to be so deleted and removed (if other than Declarant). The deletion and removal of such portion of the Property shall be effective upon the date such instrument is recorded; whereupon, the portion of the Property so deleted and removed shall thereafter for all purposes be deemed not a part of the Property. No such deletion and removal of a portion of the Property shall act to release such portion from the lien for assessments or other charges hereunder which have accrued prior to the



effective date of such deletion and removal, but all such assessments or other charges shall be appropriately prorated to the effective date of such deletion and removal. Each portion of the Property deleted and removed pursuant hereto shall thereafter be deemed to be a part of the Additional Property unless otherwise expressly provided to the contrary in the instrument recorded to effect such deletion and removal.

5.0 GENERAL RESTRICTIONS APPLICABLE TO ALL TRACTS

5.1 Single Family Residential and Recreational Use Only: All Tracts shall be used for single family residential and recreational purposes only provided, however, livestock may be kept pursuant to paragraph 5.12 and 5.19. Notwithstanding anything contained in this paragraph this restriction shall not prohibit home offices in a residential property where business is conducted through telephone, computer, or other electronic means and where the business is not apparent from the exterior of the residence; does not create noise or congestion from traffic or parking; and preserves the residential nature of the Property. All uses shall be in compliance with Grant County zoning regulations and permitted uses.

5.2. Dwelling Type: Not more than one (1) single family detached residential structure and one (1) guest house, along with customary outbuildings such as, a garage, barn, stable, tack-room, and equipment room shall be permitted on each Tract. The finished exterior shall be in harmony with its' natural surroundings. No structure shall exceed two (2) stories or thirty feet (30') in height. Under no circumstances shall any Tract contain more than two (2) living quarters consisting of the primary residence and guest quarters. Guest quarters are defined as a separate guest house OR living quarters contained within a barn. Septic permits must be obtained and the septic system installed and completed prior to placement of home. Building permits will be required by Grant County and the State of Washington. Construction must be completed within eighteen (18) months from beginning.

No manufactured homes older than one (1) year from the date of manufacture to the date of installation may be brought onto and located on a Tract. All mobile or manufactured homes must be placed on a permanent foundation (ie; concrete footers or slab) and be skirted. The ground around the mobile or manufactured home shall be graded so that water shall flow away from the home. Residences shall be a minimum of 800 square feet. No "single-wide" mobile or manufactured homes are allowed.

Propane tanks, well pumps, water storage tanks and similar items or equipment must be contained in a fenced area or in a structure constructed so as to screen such equipment or items from view of neighboring Tracts and roadways.



5.3. Travel Trailers, RV's: No travel trailer or recreational vehicle may be used as a permanent residence on a Tract. One travel trailer or recreational vehicle may be used for temporary use only if the use extends for not more than three (3) consecutive months during a calendar year, unless the occupant has been issued a building permit by Grant County and is diligently proceeding to construct a permanent residence on a Tract, as long as permitted by county regulations. No add-on structure may be added to make it appear semi-permanent in nature or use. This restriction will be strictly enforced. The Eagle Springs Ranch Property Owners Association or Declarant has the right to tow away any trailer or R.V. in violation and charge the owner for the costs associated with such removal.

5.4 Sanitary Facilities: All dwelling's and/or living quarters shall be self-contained, connected to an operational septic system, waterless toilet, or other alternative waste disposal system which has been approved by the appropriate governmental agency

5.5. Additional Subdivisions: No original Tract(s) may be subdivided or resold by an Owner until after eighteen (18) months from the date of initial conveyance or until after the Transition Date, which ever is sooner. Further division of the tract may or may not be possible, based on current zoning. Any subdivision of a Tract will require the Owner to file the appropriate paperwork and have all applicable approvals from Grant County and the State of Washington, the knowledge and conformance of which will be the at the sole responsibility of the Owner. SUBJECT TO STATE AND COUNTY REGULATIONS, original Tracts may be subdivided up to two (2) times creating a maximum of three (3) Tracts, with a minimum Tract size of ten (10) acres each. The original Tract and each newly created Tract are to be considered separate, individual Tracts and each shall be assessed individually the full and same amount of annual assessments as every other Tract in the Development. Owners who subdivide a Tract must notify the Association within thirty (30) days from subdividing. Tracts newly created by an Owner through subdividing an original Tract must contain a minimum of 150' feet of road frontage along roads which have been previously dedicated to the Eagle Springs Ranch Property Owners Association on the Record of Survey OR along a thirty foot (30') wide roadway easement created by Owner on the original Tract for the purpose of ingress / egress, emergency vehicle access and utility line construction and maintenance to the new Tract. A ten foot (10') wide easement shall be created along and adjacent to all other property boundary lines. All easements created shall be appurtenant and of a perpetual term. Additionally, all easements shall state the party responsible for maintenance and must be recorded by Owner in the Office of the Grant County Recorder prior to conveyance of any Tract to a subsequent party. Declarant may grant a written variance to the required waiting period to subdivide a Tract under the following circumstances: 1) For the purpose of constructing a primary residence on the Tract and/or newly created Tracts; and 2) The original Tract and any newly created Tracts may not be sold by original Owner(s) until after the Transition Date UNLESS the Tract offered for sale has a primary residence constructed on it.



5.6 Transfer of Ownership: The transfer of ownership of any Tract, either through the sale of an original Tract or through the sale of Tracts created by the subdivision of an original Tract requires the current Owner of said Tract(s) to provide each purchaser or new Owner with a copy of the following: a) the original Lot Information Statement, as prepared by Declarant; b) this Declaration; c) the Record of Survey showing easement and reservation language; and d) the Association's bylaws and Articles of Incorporation. Failure to provide these documents to each purchaser or new Owner is in strict violation of this Declaration of Covenants, Conditions, and Restrictions. All new Owners of Tracts must notify the Association with their contact information within sixty (60) days of taking title to their Tract(s).

5.7. No Medical Facilities: Hospitals, clinics, and other facilities for the treatment or care of the physically or mentally ill or disabled are prohibited.

5.8. Churches or Clubs: or other institutions organized for religious worship or discussion are prohibited as are buildings used primarily as clubhouses or meeting facilities.

5.9 Vehicles: Any motor vehicle under repair or inoperable may not be parked on any roadway, driveway, or other easement. When said vehicles are parked on a Tract, such motor vehicles must be hidden by walls, fences, screens, or foliage, so as the vehicle is not to be visible from roadways or other Tracts. All vehicles, engines, or motors must be operated with a muffler and/or spark arrestor.

5.10 Trash: No Tract may be used for temporary or permanent storage of rubbish or trash (collectively, garbage). No garbage may be kept on any Tract except in covered containers and screened from view from adjacent Tracts.

5.11 Junkyards, Auto Repair, Second-Hand Business, Material Storage: No junkyards, auto repair, second-hand businesses or other commercial uses that create a negative visual impact, excessive noise or congestion from traffic or parking shall be conducted on any Tract. No storage of trucks, cars, buses, machinery, equipment or building materials shall be stored on any Tract unless enclosed in a proper structure to not be visible from an adjoining Tract or passing on the roadway.

5.12 Livestock: The Rancher has open grazing rights to the Property, which may be terminated by individual Owners fencing out Rancher's livestock pursuant to, and in accordance with, the provisions set forth in Paragraphs 5.15, 5.19 and 5.20 herein. No swine shall be raised, bred, or kept on any Tract. A Tract may be used for ranching by individual Owners, including the use of keeping a reasonable number of horses and cattle thereon, provided the Tract has been fenced in accordance with the fencing guidelines and setbacks set forth in Paragraphs 5.15 and 5.20. Reasonable is defined as one (1) animal per every two (2) acres. Under no circumstances shall a stockyard, dairy, riding stable, kennel, poultry farm or any other commercial activity (other than ranching) involving animals be permitted.

5.13 Nuisance Activities: The unusual, unnecessary, prolonged, or indiscriminate creation of noise, dust, fumes, odors or any other offensive activity is prohibited, including but not limited to excessive gunfire, road racing and loud music.

5.14 Signs: No signs will be permitted (including but not limited to For Sale or For Rent signs) on Tracts until after the Transition Date: EXCEPT for address signs that identify the address and/or the Owner of the Tract, which signs will not exceed 4 square feet. All signs are to be in strict conformance with the laws and ordinances set forth by Grant County. Permits may be required. Declarant reserves the right to remove any and all signs that are in violation of the provisions in this Declaration. None of the sign restrictions in this Declaration apply to the Declarant or its' assigns or successors, for the purpose of selling Tracts, including but not limited to locational, directional or street signs. Nothing in this provision shall prohibit an Owner from attempting to sell their Tract in accordance with the provisions stated in this paragraph and in paragraph 5.5.

5.15 Structure Setbacks: All structures (other than fencing) shall be built at least one-hundred feet (100') from the front, and fifty feet (50') from the sides and rear, of any Tract boundary line. If local governmental regulations provide for more restrictive setbacks, those regulations shall govern. In any event, any construction on a Tract shall comply with all applicable Grant County building regulations. With the exception of "pre-existing" ranch fencing, any fences constructed on a Tract shall not be closer than fifteen feet (15') to any side or rear property line for the purpose of grazing animals and/or utility easements as stated on the Record of Survey. Fencing along front Tract boundaries shall not be closer than forty-five feet (45') from the boundary line.

5.16 Easements: Subject to Paragraph 5.19, no structure including fencing shall be constructed on the recorded easements as they are shown on the Record of Survey, however, cattle guards may be used. Any fence constructed by an Owner inside a Tract boundary easement will be required to be relocated off the easement at Owner's expense. Owners will provide access to subject easements whenever requested by utility companies. Subject to Paragraph 5.5 there shall be no further granting of easements by Tract Owners without the express written approval of either Declarant or the Association

5.17 Declarant's Exemption: Nothing herein shall be construed as prohibiting Declarant from maintaining a sales or development office on any Tract owned by it or engaging in activities which Declarant deems appropriate to its development or sales program.

5.18 Mineral Rights: In no event shall any Owner or lessee use or cause to be used any portion of the Property, including his or her own Tract, for the purposes of drilling, exploring, mining, or otherwise developing any deposits of oil, minerals, or other natural resources lying above, on, or under said Property, with the exception of such drilling and exploration by the



Declarant or the Owner as may be necessary to produce an adequate water supply for the development of the Tract involved.

5.19 Grazing / Water Rights The grazing rights, along with the rights to certain pre-existing livestock related registered water sources have been retained by Declarant for the exclusive use of the Rancher, its successors or assigns. Owner may fence its Tract in order to restrict cattle and other livestock from crossing or grazing on Owner's Tract or a portion thereof, at which time said reserved grazing rights shall be terminated from the fenced portion of the Tract. Providing, however, those Tracts containing retained pre-existing water sources and easements thereto, may not be fenced in such a way as to restrict access of livestock, Rancher, or the Declarant, its successors and assigns, to the water or the easement area. Any fencing shall be in accordance with the minimum standards set forth in Section 5.20 below.

5.20 Fencing: Grazing rights to the Property have been reserved in which livestock may roam however; Owner may fence its Tract in order to restrict cattle and other livestock from crossing or grazing on Owner's Tract or a portion thereof. All fencing shall be constructed a minimum of 15' from rear and side boundary lines and a minimum of 45' from the front boundary line (all outside of the easement areas). Fencing may not encroach upon any easement referred to in the title report, the Record of Survey, or this Declaration (with the exception of any "blanket easements"). Subject to the provisions herein, Owner, at his/her expense, shall have the right to move any "pre-existing" ranch fence which goes through Owner's Tract providing said fence is reconnected so that there is no gap in the overall fencing unless written approval has been obtained from the Declarant, its successors or assigns, Rancher, or any subsequent owner or lessee of the grazing rights. Any fences moved and/or installed by Owner, shall be at Owner's sole expense. All perimeter fencing shall be constructed using "wildlife friendly" techniques as follows: Wherever barbed wire fencing is constructed, it shall have smooth wire on the bottom strand, which shall be 18 inches above the ground and fence height shall not exceed 60 inches. Additionally, when barbed wire fencing is used it shall be constructed with the following minimal requirements: a) with posts not more than 15' apart; b) not less than three stays between posts; c) with four continuous strands of wire and; d) such fence is adequate, in accordance with normal ranch standards to contain horses and other livestock.

For fencing purposes, when one Owner purchases two or more contiguous Tracts, Declarant may revoke any easements granted along the common boundary lines of the contiguous Tracts, PROVIDED said easements do not provide physical or necessary utility access to other Tracts. Declarant shall execute and record a unilateral "Declaration of Easement Revocation" which shall be effective only so long as one Owner owns all of the affected Tracts, HOWEVER if one or more of the subject Tracts are subsequently conveyed to separate, individual Owners, the "Revocation" shall terminate with regard to the affected Tracts(s) and the 15' easement originally created along each side of the common boundary lines, shall be reinstated and thereafter run with the land. Nothing in this paragraph shall be construed as to allow for the

construction of any structures, including fencing (other than perimeter fencing of the combined Tracts) within the original easement area of the common boundary lines.

5.21 Utility Lines: In order to preserve the beauty and character of the Property, Owners are strongly encouraged to install any utility lines leading from boundary lines to their dwelling underground.

6.0 GENERAL PROVISIONS

6.1 Enforcement: The covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Tract after the date on which this instrument shall have been recorded in the Office of the Recorder of Grant County, Washington. This Declaration may be enforced by the following; the Declarant, the Rancher, the Association, the holder of a First Deed of Trust on any Tract, any Owner or lessee of a Tract, or by any one or more of said persons acting jointly; PROVIDED HOWEVER, that any breach by reason thereof shall not defeat or adversely affect the lien of a First Deed of Trust or realty mortgage upon any Tract, but each and all said covenants, conditions, and restrictions shall be binding upon and effective against any Owner, lessee or occupant of said Tract whose title thereto is acquired by foreclosure, or otherwise; and FURTHER PROVIDED that the breach of any said covenants, conditions, and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such First Deed of Trust or realty mortgage. All instruments of conveyance or assignment of any interest in all or any part of the Property may refer to this Declaration and shall be subject thereto as though this Declaration were therein set forth in full.

6.2 Invalidity / Severability: In the event any of the covenants, conditions, and restrictions contained herein is ruled invalid by a court of competent jurisdiction, such covenant, condition or restriction shall be deemed severed from this Declaration and shall in no way affect the validity of any other provision of this Declaration, all of which shall remain in full force and effect. In cases where there is a disparity between any provision of this Declaration and current Grant County regulations, the more restrictive shall prevail.

6.3 Amendments: With the exception of paragraphs 2.2, 5.3, 5.5, 5.19 and all of Sections 3 and 4 herein, this Declaration may be amended by the Association after the Transition Date by instrument approved by a two-thirds (2/3) majority vote of Members meeting a fifty percent (50%) quorum. Such amendment shall be recorded in the office of the Grant County Recorder and become effective immediately thereafter. No Section or paragraph may be amended by the Association in such a way as to change or negate the rights reserved by Declarant herein or on the Record of Survey. Prior to the Transition Date, Declarant may amend any provision of this Declaration without approval of the Owners. After the Transition Date, Declarant may amend



EXHIBIT "A"
LEGAL DESCRIPTION



**DESCRIPTION OF
Eagle Springs Ranch Phase I**

A parcel of land located in Sections 23, 24, 25, 26, Township 21 North, Range 29 East, and Sections 18-19-20-21 and 28, Township 21 North, Range 30 East, all East of the Willamette Meridian, in the County of Grant, State of Washington, more particularly described as follows:

Basis of bearing being Washington grid N.A.D.83/91 South zone, distances are Washington grid South zone to match the survey of Eagle Springs Ranch Phase one, multiply distances by a mean combined scale factor 1.00007846 to derive ground distances if desired. All section monuments mentioned in the following description are found US Bureau of Reclamation brass caps set in 1938.

BEGINNING at the Northeast corner of section 21, Township 21 North, Range 30 East a found Brass cap monument marked Bureau of Reclamation set in 1938 thence along the North line thereof South $89^{\circ}57'59''$ West for a distance of 2634.01 feet to the North quarter of said section thence South $89^{\circ}57'36''$ West for a distance of 2634.40 feet; to the Northwest corner of said section 21; thence along the West line of said section South $00^{\circ}51'46''$ East for a distance of 904.10 feet; thence along a fence the following seven courses North $86^{\circ}43'19''$ West for a distance of 18.92 feet; thence South $84^{\circ}26'27''$ West for a distance of 620.06 feet; thence North $89^{\circ}53'24''$ West for a distance of 323.07 feet; thence North $01^{\circ}46'18''$ West for a distance of 142.64 feet; thence North $74^{\circ}48'04''$ West for a distance of 1664.13 feet; thence North $74^{\circ}59'42''$ West for a distance of 141.70 feet; thence North $27^{\circ}57'17''$ West for a distance of 336.91 feet; to the North line of section 20 Township 21 North, Range 30 East; thence along said North section line South $89^{\circ}00'13''$ West for a distance of 2430.26 feet; to the Northwest corner of said section 20; thence along the North line of Section 19, Township 21 North, Range 30 East South $89^{\circ}27'38''$ West for a distance of 24.86 feet; to the centerline of County road known as Black Rock thence along said centerline North $00^{\circ}26'08''$ East for a distance of 30.00 feet; thence North $00^{\circ}26'08''$ East for a distance of 82.53 feet; Thence, 97.82 feet; along a tangent curve to the left with a radius of 450.00 feet; , a central angle of $12^{\circ}27'18''$, a chord bearing of North $05^{\circ}47'31''$ West for a chord distance of 97.63 feet; ; thence North $12^{\circ}01'10''$ West for a distance of 151.69 feet; Thence, 207.47 feet; along a tangent curve to the right with a radius of 500.00 feet; , a central angle of $23^{\circ}46'29''$, a chord bearing of North $00^{\circ}07'55''$ West for a chord distance of 205.99 feet; ; thence North $11^{\circ}45'20''$ East for a distance of 114.33 feet; Thence, 194.61 feet; along a tangent curve to the left with a radius of 900.00 feet; , a central angle of $12^{\circ}23'21''$, a chord bearing of North $05^{\circ}33'39''$ East for a chord distance of 194.23 feet; thence; North $00^{\circ}38'02''$ West for a distance of 456.74 feet;



thence along the North line of the South half of the Southeast quarter of section 18 Township 21 North, Range 30 East South 89°33'16" West for a distance of 2633.62 feet; thence along the North line of the Southeast quarter of the Southwest quarter of said section 18 North 88°05'25" West for a distance of 1285.79 feet; thence along the West line of said Southeast quarter of the Southwest quarter South 01°11'45" East for a distance of 1279.63 feet to the North line of section 19, Township 21 North Range 30 East; thence along the North line of said section 19 North 85°49'21" West for a distance of 1284.95 feet to the Northwest corner of said section 19 also being the Range line between 29 East and 30 East; thence along the East line of section 24, Township 21 North, Range 29 East South 00°31'28" East for a distance of 1383.54 feet; thence South 86°56'41" West for a distance of 5219.72 feet to a point 30 feet East of the West line of said section 24; thence along the center line of a private road South 00°41'00" East for a distance of 1976.99 feet; Thence, 189.71 feet; along a tangent curve to the left with a radius of 1000.00 feet; , a central angle of 10°52'11", a chord bearing of South 06°07'05" East for a chord distance of 189.43 feet; ; thence South 11°33'11" East for a distance of 47.39 feet; Thence, 87.20 feet; along a tangent curve to the right with a radius of 200.00 feet; , a central angle of 24°58'54", a chord bearing of South 00°56'16" West for a chord distance of 86.51 feet; ; Thence, 92.22 feet; along a reverse curve to the left with a radius of 400.00 feet; , a central angle of 13°12'32", a chord bearing of South 06°49'27" West for a chord distance of 92.01 feet; ; thence South 00°13'11" West for a distance of 207.46 feet; thence South 00°13'11" West for a distance of 480.01 feet; Thence, 59.93 feet; along a tangent curve to the right with a radius of 100.00 feet; , a central angle of 34°20'11", a chord bearing of South 17°23'17" West for a chord distance of 59.04 feet; ; Thence, 88.67 feet; along a compound curve to the right with a radius of 100.00 feet; , a central angle of 50°48'23", a chord bearing of South 59°57'34" West for a chord distance of 85.80 feet; ; thence South 85°21'45" West for a distance of 150.79 feet; Thence, 91.99 feet; along a tangent curve to the left with a radius of 200.00 feet; , a central angle of 26°21'11", a chord bearing of South 72°11'10" West for a chord distance of 91.18 feet; ; thence South 59°00'34" West for a distance of 9.41 feet; Thence, 105.67 feet; along a tangent curve to the right with a radius of 150.00 feet; , a central angle of 40°21'45", a chord bearing of South 79°11'27" West for a chord distance of 103.50 feet; ; thence North 80°37'40" West for a distance of 35.60 feet; Thence, 67.86 feet; along a tangent curve to the left with a radius of 200.00 feet; , a central angle of 19°26'21", a chord bearing of South 89°39'09" West for a chord distance of 67.53 feet; ; thence South 79°55'59" West for a distance of 180.71 feet;



Thence, 105.32 feet; along a tangent curve to the right with a radius of 200.00 feet; , a central angle of 30°10'20", a chord bearing of North 84°58'51" West for a chord distance of 104.11 feet; ;
thence North 69°53'41" West for a distance of 19.56 feet;
Thence, 214.77 feet; along a tangent curve to the left with a radius of 100.00 feet; , a central angle of 123°03'07", a chord bearing of South 48°34'45" West for a chord distance of 175.81 feet; ;
thence South 12°56'48" East for a distance of 307.75 feet;
thence South 04°57'56" East for a distance of 258.50 feet;
Thence, 37.12 feet; along a tangent curve to the right with a radius of 200.00 feet; , a central angle of 10°37'59", a chord bearing of South 00°21'04" West for a chord distance of 37.06 feet; ;
thence South 05°40'03" West for a distance of 260.77 feet;
Thence, 104.11 feet; along a tangent curve to the left with a radius of 200.00 feet; , a central angle of 29°49'34", a chord bearing of South 09°14'44" East for a chord distance of 102.94 feet; ;
thence South 24°09'30" East for a distance of 243.77 feet;
Thence, 243.24 feet; along a tangent curve to the right with a radius of 200.00 feet; , a central angle of 69°41'00", a chord bearing of South 10°41'00" West for a chord distance of 228.52 feet; ;
thence South 45°31'30" West for a distance of 24.74 feet;
Thence, 128.88 feet; along a tangent curve to the left with a radius of 100.00 feet; , a central angle of 73°50'29", a chord bearing of South 08°36'15" West for a chord distance of 120.14 feet; ;
thence South 28°18'59" East for a distance of 592.40 feet;
Thence, 256.09 feet; along a tangent curve to the left with a radius of 500.00 feet; , a central angle of 29°20'43", a chord bearing of South 42°59'21" East for a chord distance of 253.30 feet; ;
thence South 57°39'42" East for a distance of 533.36 feet;
Thence, 64.22 feet; along a tangent curve to the right with a radius of 100.00 feet; , a central angle of 36°47'35", a chord bearing of South 39°15'55" East for a chord distance of 63.12 feet; ;
thence South 20°52'08" East for a distance of 174.96 feet;
Thence, 119.06 feet; along a tangent curve to the right with a radius of 100.00 feet; , a central angle of 68°13'02", a chord bearing of South 13°14'23" West for a chord distance of 112.15 feet; ;
thence South 47°20'54" West for a distance of 28.34 feet;
Thence, 85.42 feet; along a tangent curve to the left with a radius of 100.00 feet; , a central angle of 48°56'22", a chord bearing of South 22°52'43" West for a chord distance of 82.84 feet; ;
thence South 01°35'27" East for a distance of 216.55 feet;
thence South 01°35'27" East for a distance of 138.35 feet;
Thence, 65.88 feet; along a tangent curve to the left with a radius of 100.00 feet; , a central angle of 37°44'57", a chord bearing of South 20°27'56" East for a chord distance of 64.70 feet; ;

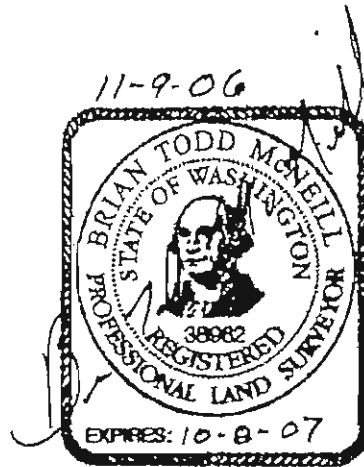


thence South 39°20'24" East for a distance of 90.31 feet;
Thence, 163.89 feet; along a tangent curve to the right with a radius of 100.00 feet; , a central angle of 93°54'01", a chord bearing of South 07°36'36" West for a chord distance of 146.15 feet; ;
Thence, 97.19 feet; along a reverse curve to the left with a radius of 100.00 feet; , a central angle of 55°41'03", a chord bearing of South 26°43'05" West for a chord distance of 93.41 feet; ;
thence South 01°07'26" East for a distance of 724.78 feet;
Thence, 92.33 feet; along a tangent curve to the left with a radius of 150.00 feet; , a central angle of 35°15'57", a chord bearing of South 18°45'24" East for a chord distance of 90.88 feet; ;
thence leaving said road North 89°23'09" West for a distance of 57.55 feet to the West line of section 25 Township 21 North, Range 29 East; thence along the west line of said section 25 South 01°07'26" East for a distance of 1307.12 feet to the Southwest corner of said section 25 thence along the South line of said section 25 South 89°55'38" East for a distance of 2556.53 feet to the South quarter corner of section 25; thence North 00°08'29" West for a distance of 1334.10 feet to the center line of a private road
Thence following said road along a non-tangent curve to the left having a radius of 1000.00 feet; , a central angle of 06°23'47", a tangent length of 55.88 feet; , the long chord of which bears South 83°39'17" East for a distance of 111.58 feet; with a radial line in of North 09°32'37" East and a radial line out of South 03°08'49" West for an arc length of 111.64 feet; ;
Thence, 20.09 feet; along a compound curve to the left with a radius of 1000.00 feet; , a central angle of 01°09'03", a chord bearing of South 87°25'42" East for a chord distance of 20.08 feet; ;
thence South 88°00'14" East for a distance of 1091.94 feet;
Thence, 156.13 feet; along a tangent curve to the left with a radius of 5000.00 feet; , a central angle of 01°47'21", a chord bearing of South 88°53'54" East for a chord distance of 156.12 feet;
thence, 189.15 feet; along a compound curve to the left with a radius of 5000.00 feet; , a central angle of 02°10'03", a chord bearing of North 89°07'24" East for a chord distance of 189.14 feet; thence North 88°02'23" East for a distance of 1121.39 feet to the East line of said section 25 also being the Range line of Range 29 East and Range 30 East; thence along the East line of said section 25 North 00°56'05" West for a distance of 1328.76 feet to the East quarter corner of said section 25 thence continuing along the East line of section 25 North 02°17'34" West for a distance of 2658.5 feet to the Northeast corner of section 25; thence along the South line of section 19 Township 21 North Range 30 East thence North 89°26'41" East for a distance of 2587.31 feet to the South quarter corner of said section 19 thence continuing along the South line of section 19 North 89°26'53" East for a distance of 2653.52 feet to the Southeast corner of section 19; thence along the South line of section 20 North 88°43'51" East for a distance of 2637.71 feet to the South quarter corner of said section 20; thence continuing along the South line of section 20 North 88°43'54" East for a distance of 2637.20 feet to the Southeast corner of section 20 thence along the West line of section 28 Township 21 North, Range 30 East South 01°06'40" East for a distance of 2638.38 feet to the West quarter corner of said



section 28; thence along the center of section line South 89°19'32" East for a distance of 2643.79 feet to the center one quarter of said section 28 thence along the center of section line North 00°59'06" West for a distance of 1323.74 feet to the center North 1/16th corner thence along the South line of the Northwest quarter of the Northeast quarter South 89°25'44" East for a distance of 1323.25 feet thence along the East line of said Northwest quarter of the Northeast quarter North 00°55'16" West for a distance of 1326.08 feet to the South line of section 21; thence along said South line of section 21 South 89°31'55" East for a distance of 1324.66 feet to the Southeast corner of said section; thence along the East section line of said section 21 North 01°12'15" West for a distance of 2524.46 feet to a found Witness corner to the East quarter corner of section 21 thence continuing along the East line of section 21 North 01°12'16" West for a distance of 2789.83 feet; to the Northeast corner of section 21 and the True Point of Beginning.

EXCEPT the Southeast quarter of section 24 Township 21 North, Range 29 East



When Recorded Return To:
Washington Land & Ranches, Inc.
1570 Plaza West Drive
Prescott, Arizona 86303

1211618 03/28/2007 10:24 AM AMCOV
Page 1 of 7 R 38.00 Grant Co, WA
WASHINGTON LAND & RANCHES



**FIRST AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EAGLE SPRINGS RANCH**

This shall constitute an amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Springs Ranch, dated this 28th day of March, 2007.

Whereas, the undersigned Declarant previously caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Eagle Springs Ranch in the official records of Grant County recorded on November 9, 2006, at Recording Number 1203459, Pages 1 through 24 in the office of the Grant County Recorder (the "Declaration"); and

Whereas, Declarant subsequently "amended and restated" the Declaration on January 22, 2007 at Recording Number 1207606, Pages 1 through 24 in the office of the Grant County Recorder, of Grant County, Washington; and

Whereas, Declarant desires to add additional property within the Eagle Springs Ranch development to the property encumbered by the provisions set forth in the Declaration.

Now therefore, the undersigned Declarant hereby amends the Declaration as follows:

I. The following shall be added to "Exhibit 'A', Legal Description":

EAGLE SPRINGS RANCH PHASE 2

PARCEL A:

PARCEL A is a 961.2 acre parcel of land being all of Section 11 and the West half of Section 12, Township 21 North, Range 29 East of the Willamette Meridian, Grant County, Washington State,

Said parcel being more particularly described as follows:
Basis of Bearing and distances being Washington Grid South Zone N.A.D. 83/91.
Multiply a combined scale factor of 1.0000735494 to derive ground distances if desired.

TRUE POINT OF BEGINNING BEING AT the Northwest corner of said section 11 found US Bureau of Reclamation brass cap monument; thence South 89°22'11" East a distance of 2651.59 feet to the North one quarter corner of section 11; thence North 89°43'02" East a distance of 2658.79 feet to the Northeast corner of section 11; thence along the North line of section 12 North 89°21'29" East a distance of 2623.37 feet to the North one quarter corner of section 12; thence along the center of section line South 01°27'11" East a distance of 5299.08 feet to the South one quarter corner of section 12; thence South 89°03'45" West a distance of 2622.86 feet to the Southwest corner of section 12; thence along the South line of section 11 South 89°57'06" West a distance of 2608.86 feet to the South one quarter of section 11; thence North 89°58'48" West a distance of 2610.28 feet to the Southwest corner of section 12; thence North 02°26'00" West a distance of 2666.49 feet to the West one quarter of section 12; thence North 02°25'37" West a distance of 2666.55 feet to the Northwest corner of section 11 and the TRUE POINT OF BEGINNING;

CONTAINING: 961.2 acres of land, more or less.

PARCEL B:

PARCEL B is a 2473.4 acre parcel of land located in Section 22,-23-26-27 and a portion of section 14 all in Township 21 North, Range 29 East of the Willamette Meridian, Grant County, Washington State,

Said parcel being more particularly described as follows:

Basis of Bearing and distances being Washington Grid South Zone N.A.D. 83/91 per said survey. Multiply a combined scale factor of 1.0000735494 to derive ground distances if desired.

TRUE POINT OF BEGINNING BEING AT the Southwest corner of said section 27 found US Bureau of Reclamation brass cap monument; thence North 00°03'56" East a distance of 2582.20 feet; thence North 00°03'55" East a distance of 2581.30 feet; thence North 01°13'44" West a distance of 2646.28 feet; thence South 89°46'00" East a distance of 1315.01 feet; thence South 89°46'45" East a distance of 1315.04 feet; thence North 00°59'18" West a distance of 1310.63 feet;



thence North 00°59'17" West a distance of 1310.85 feet;
thence North 36°39'23" West a distance of 37.33 feet;
Thence, along a non-tangent curve to the right having a radius of 3000.00 feet; , a central angle of 00°50'55", a tangent length of 22.22 feet; , the long chord of which bears South 89°42'20" East for a distance of 44.44 feet; with a radial line in of South 00°07'48" East and a radial line out of North 00°43'08" East for an arc length of 44.44 feet; ;
thence South 89°16'52" East a distance of 708.28 feet;
Thence, 68.79 feet; along a tangent curve to the right with a radius of 500.00 feet; , a central angle of 07°52'57", a chord bearing of South 85°20'24" East for a chord distance of 68.73 feet; ;
thence South 81°23'56" East a distance of 177.96 feet;
Thence, 55.02 feet; along a tangent curve to the left with a radius of 500.00 feet; , a central angle of 06°18'17", a chord bearing of South 84°33'04" East for a chord distance of 54.99 feet; ;
thence South 87°42'12" East a distance of 218.43 feet;
Thence, 141.14 feet; along a tangent curve to the right with a radius of 500.00 feet; , a central angle of 16°10'23", a chord bearing of South 79°37'01" East for a chord distance of 140.67 feet; ;
thence South 71°31'50" East a distance of 158.66 feet;
Thence, 78.80 feet; along a tangent curve to the left with a radius of 100.00 feet; , a central angle of 45°08'51", a chord bearing of North 85°53'45" East for a chord distance of 76.77 feet; ;
thence North 63°19'20" East a distance of 29.98 feet;
Thence, 237.12 feet; along a tangent curve to the right with a radius of 500.00 feet; , a central angle of 27°10'18", a chord bearing of North 76°54'29" East for a chord distance of 234.90 feet; ;
thence South 89°30'23" East a distance of 774.59 feet;
thence North 00°58'41" East a distance of 39.26 feet;
thence North 01°10'25" West a distance of 1311.93 feet;
thence South 89°36'59" East a distance of 2609.31 feet;
thence North 00°50'55" West a distance of 1319.08 feet;
thence South 89°46'37" East a distance of 2623.64 feet;
thence South 01°08'10" East a distance of 2656.77 feet;
thence South 00°36'41" East a distance of 31.24 feet;
thence South 13°08'09" East a distance of 104.80 feet;
thence South 00°41'00" East a distance of 1229.66 feet;
thence South 00°41'00" East a distance of 19.39 feet;
thence South 00°41'00" East a distance of 1272.04 feet;
thence South 00°41'00" East a distance of 704.94 feet;



Thence, 189.71 feet; along a tangent curve to the left with a radius of 1000.00 feet; , a central angle of 10°52'11", a chord bearing of South 06°07'05" East for a chord distance of 189.43 feet; ;
thence South 11°33'11" East a distance of 47.39 feet;
Thence, 87.20 feet; along a tangent curve to the right with a radius of 200.00 feet; , a central angle of 24°58'54", a chord bearing of South 00°56'16" West for a chord distance of 86.51 feet; ;
Thence, 92.22 feet; along a reverse curve to the left with a radius of 400.00 feet; , a central angle of 13°12'32", a chord bearing of South 06°49'27" West for a chord distance of 92.01 feet; ;
thence South 00°13'11" West a distance of 207.46 feet;
thence South 00°13'11" West a distance of 480.01 feet;
Thence, 59.93 feet; along a tangent curve to the right with a radius of 100.00 feet; , a central angle of 34°20'11", a chord bearing of South 17°23'17" West for a chord distance of 59.04 feet; ;
Thence, 88.67 feet; along a compound curve to the right with a radius of 100.00 feet; , a central angle of 50°48'23", a chord bearing of South 59°57'34" West for a chord distance of 85.80 feet; ;
thence South 85°21'45" West a distance of 150.79 feet;
Thence, 91.99 feet; along a tangent curve to the left with a radius of 200.00 feet; , a central angle of 26°21'11", a chord bearing of South 72°11'10" West for a chord distance of 91.18 feet; ;
thence South 59°00'34" West a distance of 9.41 feet;
Thence, 105.67 feet; along a tangent curve to the right with a radius of 150.00 feet; , a central angle of 40°21'45", a chord bearing of South 79°11'27" West for a chord distance of 103.50 feet; ;
thence North 80°37'40" West a distance of 35.60 feet;
Thence, 67.86 feet; along a tangent curve to the left with a radius of 200.00 feet; , a central angle of 19°26'21", a chord bearing of South 89°39'09" West for a chord distance of 67.53 feet; ;
thence South 79°55'59" West a distance of 180.71 feet;
Thence, 105.32 feet; along a tangent curve to the right with a radius of 200.00 feet; , a central angle of 30°10'20", a chord bearing of North 84°58'51" West for a chord distance of 104.11 feet; ;
thence North 69°53'41" West a distance of 19.56 feet;
Thence, 19.41 feet; along a tangent curve to the left with a radius of 100.00 feet; , a central angle of 11°07'12", a chord bearing of North 75°27'17" West for a chord distance of 19.38 feet; ;
Thence, 195.36 feet; along a compound curve to the left with a radius of 100.00 feet; , a central angle of 111°55'56", a chord bearing of South 43°01'10" West for a chord distance of 165.74 feet; ;

thence South 12°56'48" East a distance of 307.75 feet;
thence South 04°57'56" East a distance of 258.50 feet;
Thence, 37.12 feet; along a tangent curve to the right with a radius of 200.00 feet; , a central angle of 10°37'59", a chord bearing of South 00°21'04" West for a chord distance of 37.06 feet; ;
thence South 05°40'03" West a distance of 260.77 feet;
Thence, 104.11 feet; along a tangent curve to the left with a radius of 200.00 feet; , a central angle of 29°49'34", a chord bearing of South 09°14'44" East for a chord distance of 102.94 feet; ;
thence South 24°09'30" East a distance of 165.66 feet;
thence South 24°09'30" East a distance of 78.11 feet;
Thence, 243.24 feet; along a tangent curve to the right with a radius of 200.00 feet; , a central angle of 69°41'00", a chord bearing of South 10°41'00" West for a chord distance of 228.52 feet; ;
thence South 45°31'30" West a distance of 24.74 feet;
Thence, 128.88 feet; along a tangent curve to the left with a radius of 100.00 feet; , a central angle of 73°50'29", a chord bearing of South 08°36'15" West for a chord distance of 120.14 feet; ;
thence South 28°18'59" East a distance of 172.88 feet;
thence South 28°18'59" East a distance of 419.52 feet;
Thence, 256.09 feet; along a tangent curve to the left with a radius of 500.00 feet; , a central angle of 29°20'43", a chord bearing of South 42°59'21" East for a chord distance of 253.30 feet; ;
thence South 57°39'42" East a distance of 349.69 feet;
thence South 57°39'42" East a distance of 183.67 feet;
Thence, 64.22 feet; along a tangent curve to the right with a radius of 100.00 feet; , a central angle of 36°47'35", a chord bearing of South 39°15'55" East for a chord distance of 63.12 feet; ;
thence South 20°52'08" East a distance of 174.96 feet;
Thence, 119.06 feet; along a tangent curve to the right with a radius of 100.00 feet; , a central angle of 68°13'02", a chord bearing of South 13°14'23" West for a chord distance of 112.15 feet; ;
thence South 47°20'54" West a distance of 28.34 feet;
Thence, 85.42 feet; along a tangent curve to the left with a radius of 100.00 feet; , a central angle of 48°56'22", a chord bearing of South 22°52'43" West for a chord distance of 82.84 feet; ;
thence South 01°35'27" East a distance of 216.53 feet;
thence North 89°19'14" West a distance of 17.40 feet;
thence South 01°07'26" East a distance of 0.48 feet;
thence North 89°14'04" West a distance of 2627.46 feet;
thence North 89°14'04" West a distance of 658.50 feet;
thence South 01°05'48" East a distance of 1315.75 feet;



thence South 89°22'56" East a distance of 657.88 feet;
thence South 89°23'09" East a distance of 2628.44 feet;
thence South 01°07'26" East a distance of 60.03 feet;
thence South 01°07'26" East a distance of 1247.09 feet;
thence North 89°32'14" West a distance of 2629.43 feet;
thence North 89°31'49" West a distance of 2629.05 feet;
thence North 88°46'04" West a distance of 2667.88 feet;
thence North 88°46'01" West a distance of 2667.73 feet;
To the TRUE POINT OF BEGINNING.

CONTAINING: 2473.4 acres of land, more or less.

PARCEL C:

PARCEL C is a 775 acre parcel of land being all of Section 15, and the North half Northeast quarter and the Southeast quarter of the Northeast quarter of Section 22 all in Township 21 North, Range 30 East of the Willamette Meridian, Grant County, Washington State,

Said parcel being more particularly described as follows:

Basis of Bearing and distances being Washington Grid South Zone N.A.D. 83/91 per said survey. Multiply a combined scale factor of 1.0000735494 to derive ground distances if desired.

POINT OF BEGINNING BEING AT the Southwest corner of said section 15 found US Bureau of Reclamation brass cap monument;
thence North 00°47'53" West a distance of 1526.94 feet;
thence North 00°47'53" West a distance of 1129.01 feet;
thence North 00°48'08" West a distance of 1313.41 feet;
thence North 00°48'08" West a distance of 1342.59 feet;
thence North 88°29'29" East a distance of 1337.62 feet;
thence North 88°29'29" East a distance of 1333.88 feet;
thence North 88°29'23" East a distance of 1315.53 feet;
thence North 88°29'23" East a distance of 1355.75 feet;
thence South 00°29'06" East a distance of 1677.41 feet;
thence South 00°29'06" East a distance of 984.85 feet;
thence South 00°31'38" East a distance of 1438.38 feet;
thence South 00°31'38" East a distance of 1244.62 feet;
thence South 01°14'42" East a distance of 2687.14 feet;
thence South 87°44'19" West a distance of 1330.46 feet;
thence North 01°12'54" West a distance of 1373.06 feet;



thence South 89°00'31" West a distance of 1329.52 feet:
thence North 01°11'07" West a distance of 1336.07 feet:
thence South 88°50'35" West a distance of 2657.42 feet:
To the TRUE POINT OF BEGINNING.

CONTAINING: 775 acres of land, more or less.

All other terms and conditions of the Declaration shall remain the same.

EXECUTED this 28 day of March, 2007

DECLARANT:
WASHINGTON LAND & RANCHES, LLC
a Washington Limited Liability Company

By: [Signature]

Its: U.P. member

STATE OF WASHINGTON)
)ss.
County of Grant)

This instrument was acknowledged before me this 28 day of March, 2007

by Alan Ward as U.P. member of Washington Land & Ranches, LLC.

Notary Candace M. Taylor

My commission expires: 11/10/09



When Recorded Mail To:
Washington Land & Ranches, LLC
1570 Plaza West Drive
Prescott, Arizona 86303

1224400 10/05/2007 10:14 AM COV
Page 1 of 8 R 47.00 Grant Co, WA
ALLAN WARD



SECOND AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EAGLE SPRINGS RANCH

This shall constitute the "Second Amendment" to the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Springs Ranch", dated this 5th day of October, 2007.

Whereas, the undersigned Declarant previously caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Eagle Springs Ranch in the official records of Grant County, Washington, at Recording Number 1203459, Pages 1 through 24 in the office of the Grant County Recorder (referred to herein as the "Original Declaration"); and

Whereas, Declarant subsequently recorded an "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Springs Ranch" on January 22, 2007 at Recording Number 1207606, Pages 1 through 24, as thereafter amended in the "First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Springs Ranch" on March 28, 2007 at Recording Number 1211618, Pages 1 through 7, in the office of the Grant County Recorder, in Grant County, Washington (collectively referred to herein as the "Declaration"); which had the affect of restating and replacing the Original Declaration in its entirety; and

Whereas, Declarant desires to add additional property within the Eagle Springs Ranch development to the property encumbered by the provisions set forth in the Declaration.

Now therefore, the undersigned Declarant hereby amends the Declaration as follows:

I. The following shall be added to "Exhibit 'A', Legal Description:



EAGLE SPRINGS RANCH PHASE 3

EXTERIOR BOUNDARY

Phase 3 exterior boundary is a 3,583.5 acre more or less parcel of land located in Sections 16-17-18-19-20-21 and sections 28-29 and 30, Township 22 North, Range 30, and all of Section 15 and a portion of the N ½ of the NE ¼ section 22 Township 21 North, Range 29 East all East of the Willamette Meridian, Grant County, Washington State, according to the survey of Eagle Springs Ranch Phase 3 a survey currently in progress.

Said parcel being more particularly described as follows:

Basis of Bearing and distances being Washington Grid South Zone N.A.D. 83/91 per said survey. Multiply a combined scale factor of 1.00006250091 to derive ground distances if desired.

TRUE POINT OF BEGINNING being at the Southwest corner of said section 30 a found US Bureau of Reclamation Brass Cap monument hereon referred to as found U.S.B.R. BC
thence South 89°28'56" East a distance of 2488.37 feet to a found U.S.B.R. BC at the S ¼ section 30;
thence North 89°59'08" East a distance of 2547.08 feet to a found U.S.B.R. BC at the SE corner of section 30;
thence North 00°53'16" West along the East line of said section 30 a distance of 2615.02 feet to a found U.S.B.R. BC at the E ¼ of said section 30 also being the W ¼ section 29;
thence North 88°21'34" East along the center of section 29 a distance of 5373.99 feet to a found U.S.B.R. BC at the E ¼ section 29;
thence North 88°34'36" East along the center line of section 28 a distance of 2721.74 feet to the center ¼ of said section 28 a set rebar marked NWG LS38982;
thence North 00°54'46" West along the East line of the NW ¼ of section 28 a distance of 2656.36 feet to a found U.S.B.R. BC at the N ¼ section 28;
thence North 88°17'20" East along the North line of said section 28 a distance of 2670.93 feet to a found U.S.B.R. BC at the NE corner of said section 28;
thence North 01°05'06" West along the East line of section 21 also being the center line of U-road NE a distance of 2663.56 feet to a found U.S.B.R. BC at the E ¼ section 21;
thence North 01°05'05" West a distance of 28.06 feet to the Southerly Right of Way line State Highway SR-28;
Thence in a Northwesterly direction along said Right of Way along a non-tangent curve to the right having a radius of 2926.30 feet, a central angle of 26°41'37", a tangent length of 694.27 feet, the long chord of which bears North 46°02'29" West for a distance of 1351.05 feet with a radial line in of



North 30°36'43" East and a radial line out of South 57°18'20" West for an arc length of 1363.34 feet;
Thence, along a spiral curve to the right having a chord of which bears North 30°40'20" West a chord distance of 302.56 feet for easier calculation of this description;
Thence continuing along said Right of Way North 29°40'05" West a distance of 584.22 feet;
thence South 60°19'55" West a distance of 10.00 feet
thence North 29°40'05" West a distance of 200.00 feet
thence North 60°19'55" East a distance of 10.00 feet
thence North 29°40'05" West a distance of 2326.78 feet
thence leaving said Right of Way South 88°39'09" West a distance of 76.51 feet
thence along the East line of the SW ¼ of section 16 South 00°45'10" East a distance of 1321.58 feet a found U.S.B.R. BC at the N ¼ corner of section 21;
thence along the North line of section 21 South 88°47'40" West a distance of 1910.81 feet to a set rebar at the NW corner of Tract 213 of said survey;
thence South 01°58'58" East a distance of 949.64 feet
thence South 04°18'30" West a distance of 427.83 feet
thence South 04°18'30" West a distance of 292.81 feet
thence South 48°02'07" West a distance of 618.07 feet
thence South 01°10'24" East a distance of 617.32 feet
thence South 88°49'36" West a distance of 178.24 feet to the NW corner of Tract 209 of said survey;
thence South 89°38'26" West a distance of 1275.28 feet
thence South 89°37'15" West a distance of 423.52 feet
thence South 49°41'11" West a distance of 139.14 feet
thence South 73°45'33" West a distance of 1054.93 feet to the center line of a 60' feet wide private access and utility easement at the NW corner of Tract 211;
Thence along said centerline along a non-tangent curve to the right having a radius of 200.00 feet, a central angle of 05°56'22", a tangent length of 10.38 feet, the long chord of which bears South 19°57'00" West for a distance of 20.72 feet with a radial line in of North 73°01'10" West and a radial line out of South 67°04'49" East for an arc length of 20.73 feet;
thence South 22°55'11" West a distance of 131.29 feet
Thence, 24.67 feet along a tangent curve to the left with a radius of 100.00 feet, a central angle of 14°08'06", a chord bearing of South 15°51'08" West for a chord distance of 24.61 feet;
thence South 08°47'05" West a distance of 263.22 feet
Thence, 93.85 feet along a tangent curve to the left with a radius of 100.00 feet, a central angle of 53°46'12", a chord bearing of South 18°06'01" East for a chord distance of 90.44 feet;
thence South 44°59'07" East a distance of 133.32 feet
Thence, 257.91 feet along a tangent curve to the left with a radius of 1000.00 feet, a central angle of 14°46'38", a chord bearing of South 52°22'26" East for a chord distance of 257.20 feet;
thence South 59°45'45" East a distance of 197.13 feet



Thence, 42.02 feet along a tangent curve to the right with a radius of 50.00 feet, a central angle of 48°09'08", a chord bearing of South 35°41'11" East for a chord distance of 40.79 feet;
thence South 11°36'38" East a distance of 131.63 feet
Thence, along a non-tangent curve to the left having a radius of 500.00 feet, a central angle of 16°09'58", a tangent length of 71.01 feet, the long chord of which bears South 68°05'43" West for a distance of 140.61 feet with a radial line in of South 13°49'18" East and a radial line out of North 29°59'16" West for an arc length of 141.08 feet;
thence South 60°00'44" West a distance of 48.34 feet
Thence, 114.99 feet along a tangent curve to the right with a radius of 200.00 feet, a central angle of 32°56'36", a chord bearing of South 76°29'02" West for a chord distance of 113.42 feet;
thence North 87°02'40" West a distance of 76.57 feet
thence North 87°02'40" West a distance of 188.73 feet
Thence, 46.08 feet along a tangent curve to the right with a radius of 1200.00 feet, a central angle of 02°12'01", a chord bearing of North 85°56'40" West for a chord distance of 46.08 feet;
thence North 84°50'39" West a distance of 154.09 feet
Thence, 168.23 feet along a tangent curve to the left with a radius of 1200.00 feet, a central angle of 08°01'56", a chord bearing of North 88°51'37" West for a chord distance of 168.09 feet;
thence South 87°07'25" West a distance of 103.78 feet
Thence, 71.22 feet along a tangent curve to the left with a radius of 1200.00 feet, a central angle of 03°24'02", a chord bearing of South 85°25'24" West for a chord distance of 71.21 feet;
thence South 83°43'23" West a distance of 316.21 feet
Thence, 162.45 feet along a tangent curve to the right with a radius of 1200.00 feet, a central angle of 07°45'23", a chord bearing of South 87°36'05" West for a chord distance of 162.33 feet;
thence North 88°31'14" West a distance of 155.62 feet
thence North 88°31'14" West a distance of 1327.00 feet to the center line of County road known as Black Rock # 94015;
thence along said center line of County road North 00°30'33" West a distance of 782.45 feet;
thence North 00°30'33" West a distance of 284.82 feet
Thence, 207.49 feet along a tangent curve to the left with a radius of 600.00 feet, a central angle of 19°48'50", a chord bearing of North 10°24'58" West for a chord distance of 206.46 feet;
Thence, 29.50 feet along a compound curve to the left with a radius of 600.00 feet, a central angle of 02°49'02", a chord bearing of North 21°43'54" West for a chord distance of 29.50 feet;
thence North 23°08'25" West a distance of 65.52 feet
thence North 23°08'25" West a distance of 459.62 feet



Thence, 237.63 feet along a tangent curve to the left with a radius of 1000.00 feet, a central angle of 13°36'55", a chord bearing of North 29°56'52" West for a chord distance of 237.07 feet;

Thence leaving said County road North 00°17'31" West a distance of 1656.81 feet to the NE corner of Tract 187 on the South line of the Norman Larson parcel;

thence South 89°43'01" West a distance of 968.33 feet

thence North 00°44'07" West a distance of 399.99 feet

thence North 01°23'55" West a distance of 1325.71 feet

thence North 89°02'05" East a distance of 1309.91 feet

thence North 88°45'22" East a distance of 257.28 feet

thence North 19°13'39" East a distance of 889.33 feet to the center line of a 60' feet wide private access and utility road;

thence along said road center line South 72°26'47" East a distance of 158.68 feet

Thence, 203.64 feet along a tangent curve to the right with a radius of 500.00 feet, a central angle of 23°20'08", a chord bearing of South 60°46'43" East for a chord distance of 202.24 feet;

thence South 49°06'39" East a distance of 36.20 feet

thence South 49°06'39" East a distance of 386.37 feet

Thence, 208.93 feet along a tangent curve to the left with a radius of 125.00 feet, a central angle of 95°46'01", a chord bearing of North 83°00'20" East for a chord distance of 185.45 feet;

thence North 35°07'20" East a distance of 54.27 feet

Thence, 37.73 feet along a tangent curve to the right with a radius of 125.00 feet, a central angle of 17°17'38", a chord bearing of North 43°46'09" East for a chord distance of 37.59 feet;

thence North 52°24'58" East a distance of 139.32 feet

Thence, 104.65 feet along a tangent curve to the right with a radius of 1000.00 feet, a central angle of 05°59'47", a chord bearing of North 55°24'51" East for a chord distance of 104.61 feet;

thence North 58°24'44" East a distance of 150.44 feet

Thence, 120.91 feet along a tangent curve to the right with a radius of 1000.00 feet, a central angle of 06°55'39", a chord bearing of North 61°52'34" East for a chord distance of 120.83 feet;

thence North 65°20'23" East a distance of 212.31 feet

thence leaving said road center line North 20°14'04" West a distance of 2688.27 feet to the Southerly Right of Way State Highway SR-28

thence along said Southerly Right of Way South 75°41'44" West a distance of 1249.56 feet to the section line common to sections 17 and 18;

thence LEAVING SAID Right of Way South 01°12'51" East a distance of 350.02 feet to a found rebar at the SE corner of Grant County parcel;

thence North 87°55'27" West a distance of 690.83 feet

thence North 01°13'27" West a distance of 149.99 feet to the Southerly Right of Way State Highway SR-28.

Thence along said Right of Way South 75°41'44" West a distance of 626.08 feet

thence leaving said Right of Way South 01°06'53" East a distance of 1465.93 feet

thence South 88°20'36" West a distance of 1301.52 feet



thence South 88°20'36" West a distance of 2283.50 feet to the center line of County road known as Black Rock;

Thence along said center line in a Northwesterly direction, along a non-tangent curve to the right having a radius of 1430.00 feet, a central angle of 30°05'22", a tangent length of 384.36 feet, the long chord of which bears North 16°00'27" West for a distance of 742.38 feet with a radial line in of North 58°56'52" East and a radial line out of South 89°02'13" West for an arc length of 750.98 feet to the West line of section 18;

Thence along the section line South 00°52'03" East a distance of 719.28 feet to a found U.S.B.R. BC at the East ¼ corner of section 18;

Thence along the section line South 00°46'30" East a distance of 2560.37 feet to a found U.S.B.R. BC at the SW corner of section 18;

Thence along the West line of section 19 South 01°19'37" East a distance of 2651.21 feet to a found U.S.B.R. BC at the E ¼ corner of section 19;

Thence continuing along said section line South 01°19'44" East a distance of 2651.57 feet to a found U.S.B.R. BC at the SW corner of section 19;

thence continuing along the West line of section 30 South 00°59'54" East a distance of 2647.00 feet to a found U.S.B.R. BC at the E ¼ corner of section 30;

thence continuing along said West line of section 30 South 00°59'40" East a distance of 2647.19 feet to a found U.S.B.R. BC at the SW corner of section 30 and the TRUE POINT OF BEGINNING.

TOGETHER WITH All of Section 15 and part of the North half of the Northeast quarter of section 22 a parcel of land located all in Township 21 North, Range 29 East of the Willamette Meridian, Grant County, Washington State, according to the survey of Eagle Springs Ranch Phase 3 a survey currently in progress.

Said parcel being more particularly described as follows:

Basis of Bearing and distances being Washington Grid South Zone N.A.D. 83/91 per said survey. Multiply a combined scale factor of 1.00006250091 to derive ground distances if desired.

TRUE POINT OF BEGINNING being at the Southwest corner of said section 15 a found US Bureau of Reclamation Brass Cap monument;

thence along the West line North 03°00'52" West a distance of 2694.20 feet to the W ¼ corner of said section 15 a found U.S.B.R. BC;

thence North 01°14'03" West a distance of 2655.78 feet to the NW corner of said section 15 a found U.S.B.R. BC;

thence along the North line North 89°45'54" East a distance of 2615.44 feet to the N ¼ corner of said section 15 a found U.S.B.R. BC;

thence along said North line South 88°10'03" East a distance of 2787.22 feet to the NE corner of said section 15 a found U.S.B.R. BC;

thence along the East line of said section South 00°42'52" East a distance of 2634.86 feet to the E ¼ corner of said section 15 a found U.S.B.R. BC;



thence continuing along said East line South $01^{\circ}10'25''$ East a distance of 2623.86 feet to the SE corner of said section 15 a found U.S.B.R. BC;
thence South $00^{\circ}58'41''$ West a distance of 39.26 feet to the center of a 60' feet wide private access and utility road at the NE corner of Tract 91 survey of Eagle Springs Ranch Phase 2 recorded under AFN 1211914;
thence along said road center line and North line of Tract 91 North $89^{\circ}30'23''$ West a distance of 535.42 feet;
thence North $89^{\circ}30'23''$ West a distance of 239.17 feet
Thence, 237.12 feet along a tangent curve to the left with a radius of 500.00 feet, a central angle of $27^{\circ}10'18''$, a chord bearing of South $76^{\circ}54'29''$ West for a chord distance of 234.90 feet;
thence South $63^{\circ}19'20''$ West a distance of 29.98 feet
Thence, 78.80 feet along a tangent curve to the right with a radius of 100.00 feet, a central angle of $45^{\circ}08'51''$, a chord bearing of South $85^{\circ}53'45''$ West for a chord distance of 76.77 feet;
thence North $71^{\circ}31'50''$ West a distance of 158.66 feet
Thence, 141.14 feet along a tangent curve to the left with a radius of 500.00 feet, a central angle of $16^{\circ}10'23''$, a chord bearing of North $79^{\circ}37'01''$ West for a chord distance of 140.67 feet;
thence North $87^{\circ}42'12''$ West a distance of 131.82 feet
thence North $87^{\circ}42'12''$ West a distance of 86.61 feet
Thence, 55.02 feet along a tangent curve to the right with a radius of 500.00 feet, a central angle of $06^{\circ}18'17''$, a chord bearing of North $84^{\circ}33'04''$ West for a chord distance of 54.99 feet;
thence North $81^{\circ}23'56''$ West a distance of 177.96 feet
Thence, 68.79 feet along a tangent curve to the left with a radius of 500.00 feet, a central angle of $07^{\circ}52'57''$, a chord bearing of North $85^{\circ}20'24''$ West for a chord distance of 68.73 feet;
thence North $89^{\circ}16'52''$ West a distance of 708.28 feet
Thence, 21.59 feet along a tangent curve to the left with a radius of 3000.00 feet, a central angle of $00^{\circ}24'45''$, a chord bearing of North $89^{\circ}29'15''$ West for a chord distance of 21.59 feet;
Thence, 22.85 feet along a compound curve to the left with a radius of 3000.00 feet, a central angle of $00^{\circ}26'11''$, a chord bearing of North $89^{\circ}54'42''$ West for a chord distance of 22.85 feet;
Thence leaving said center line South $36^{\circ}39'23''$ East a distance of 37.33 feet to the S $\frac{1}{4}$ corner of said section 15 a found U.S.B.R. BC;
Thence leaving said Tract 91 North line along the South line of said section 15 South $89^{\circ}52'12''$ West a distance of 1322.67 feet to a found rebar marked LS 16701 survey in done in 1980 recorded in Book 6 of surveys Page 41 under Auditor's file number 701482;
thence South $89^{\circ}53'32''$ West a distance of 1322.18 feet to the SW corner of said section 15 a found U.S.B.R. BC and the TRUE POINT OF BEGINNING;

