

RIVER RUN

COVENANTS, CONDITIONS AND RESTRICTIONS

A PLANNED UNIT DEVELOPMENT

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER RUN**

This Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth Fort Wright, LLC, a Washington Limited Liability Company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS Declarant is the owner of certain property in the City of Spokane, County of Spokane, State of Washington, which is specifically described and identified as River Run First Addition (River Run) described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as the "River Run", and

WHEREAS Declarant has subdivided River Run into separate lots and streets, and has constructed or will construct thereon certain community improvements and, thereafter, the lots will be sold to the general public (or to builders) for the construction of residential Dwellings establishing a residential community, and

WHEREAS the development shall be hereinafter referred to as River Run, and each owner shall receive fee or equitable title to an individual lot (with the right and obligation to construct a Dwelling thereon) and a membership in River Run at Fort Wright Homeowners' Association, which shall be a Washington nonprofit corporation and which will have certain administrative and maintenance responsibilities in River Run, and

WHEREAS Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said lots and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that River Run shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and River Run, and every part thereof, in accordance with the plan for the improvements of the Property and the division thereof into a residential subdivision. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any rights, title, or interest in or to any part of the Property or River Run.

**ARTICLE 1
DEFINITIONS**

1.1 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Property which is to be paid by each Lot Owner as determined by the Association under this Declaration.

1.2 "Association" shall mean and refer to the River Run at Fort Wright Homeowners' Association, a Washington nonprofit corporation, the members of which shall be owners of the lots in the Project.

1.3 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.4 "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.

1.5 "Common Expenses" means and includes the actual and estimated expenses of administration of the Association, and of the maintenance, repair, or replacement of those parts of the Project for which the Association is responsible, and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the Project Documents.

1.6 "Declarant" shall mean and refer to Fort Wright, LLC, and its successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing Lots in the Project.

1.7 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.8 "Dwelling" shall mean and refer to any residential structure (and appurtenant improvements) constructed or to be constructed upon any individually owned Lot in the Project.

1.9 "Expansion Property" shall mean Declarant owned real estate adjacent or near to River Run First Addition which Declarant may want, in the future, to incorporate into River Run.

1.10 "Lot" shall mean and refer to any particular and separately designated parcel resulting from the subdivision of real property according to this Declaration or Supplemental Declaration. The term Lot shall not, however, include property owned by the Association, Common Property or dedicated streets.

1.11 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

1.12 "Owner" or "Owners" shall mean and refer to the record owner or holder of fee or equitable title to a Lot in the Project. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a contract of sale (which contract or notice thereof is recorded), the contract purchaser, rather than the fee owner, shall be considered the "Owner".

1.13 "Parcel" shall mean a defined portion of the Property within which the contemplated development involves a common use or compatible uses, and which may have been designated as a Parcel by this Declaration, or a recorded Supplemental Declaration.

1.14 "Period of Declarant Control" shall mean the period beginning on the date this Declaration is first recorded in the office of the County Auditor of Spokane County, Washington, and ending on the earlier of (a) the date which is 20 years later, or (b) the date on which the Declarant has recorded the plats on all Expansion Property and has sold ninety percent (90%) of the Lots to the Owners other than Declarant in each of the Plats. When Declarant has determined that no additional property shall be considered Expansion Property, Declarant shall so notify the Association in writing. The period of Declarant Control may be reinstated or extended by agreement between Declarant and the Association, subject to such terms, conditions and limitations as the Board of Directors may impose on the subsequent exercise by Declarant of the Special Declarant Rights. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will continue to have all the rights and duties ordinarily given to Owners under this Declaration.

1.15 "Phase" shall mean and refer to a particular parcel of property which is or shall become part of the Project pursuant to the recordation of an appropriate Declaration of Annexation.

1.16 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Auditor, Spokane County, Washington, as the same may be amended by duly recorded amendments thereof.

1.17 "Project Documents" means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Subdivision Plat, and Bylaws of the Association, and the rules and regulations for the members as established from time to time.

1.18 "Property" or "Properties" means and includes the real property covered by this Declaration, and all improvements erected thereon and all property, real, personal or mixed, intended for or used in connection with River Run and to all Expansion Property made a part of River Run by Supplemental Declaration.

1.19 "River Run" shall mean and refer to the entire Property including all structures and improvements erected or to be erected thereon, and including all phases annexed thereto.

1.20 "Special Declarant Rights" shall mean those rights of Declarant as set forth below.

1.21 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property or additional real property or improvements which may be made part of the Property as provided herein.

ARTICLE 2 **DESCRIPTION OF PROJECT, DIVISION OF PROPERTY AND** **CREATION OF PROPERTY RIGHTS AND OBLIGATIONS**

2.1 Description of River Run. River Run consists of the underlying Property with the residential Dwellings and all other improvements and systems located or to be located thereon, regardless of the ownership thereof, and includes all Phases annexed to the Property.

2.2 Common Property. The Common Property shall consist of real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the Owners, and may include, without limitation, trails, parks, recreational facilities, private roads, sidewalks, drainage facilities, storm water lines, swales and all river frontage up to and including the 100 Foot Shoreline Buffer Area. Common Property may be established from time to time by Declarant on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Common Property may include easement and/or license rights.

2.2.1 Drainage Facilities. Drainage facilities located within Tracts "A", "B", and "C" as shown on the final plat, shall be operated, maintained, repaired, and replaced by the River Run at Fort Wright Homeowners' Association in accordance with City design standards and regulations. No alteration shall be allowed to drainage facilities located within Tracts "A", "B", and "C" that is contrary to City design standards and regulations.

2.2.2 Storm Water Lines. Storm water lines located in public right-of-way, discharging to Tracts "A", "B", and "C" shall be operated, maintained, repaired, and replaced by the River Run at Fort Wright Homeowners' Association from the connecting manhole in the street to the terminus within the affected Tract, in accordance with City design standards and regulations.

2.2.3 Connective Access. An easement for bicycle / pedestrian access is granted from River Vista Street, through Tract "A", to the river. This access shall be operated, maintained and repaired and replaced by the River Run at Fort Wright Homeowners' Association in accordance with City design standards and regulations. No alterations shall be allowed that are contrary to City design standards and regulations.

2.3 100 Foot Shoreline Buffer Area. The Spokane River 100 foot buffer area extends onto many lots adjoining the river. These lots are identified in the final plat maps recorded with the Spokane County Auditor. The 100 Foot Shoreline Buffer Area is delineated with markers on the side property lines of all affected Lots. This 100 Foot Shoreline Buffer Area shall remain in its natural state and shall not be disturbed. No structures shall be built therein. Trimming of trees within the Area shall not be allowed except for life/safety reasons and any proposed trimming requires written approval from the City of Spokane Shoreline Administrator. This Area may be enhanced by the planting of native species such as Mock Orange, Oregon Grape, etc.

2.4 Centennial Trail. The Centennial Trail may be constructed within the common property adjacent to the Spokane River. The River Run at Fort Wright Homeowners' Association shall grant an easement for the Centennial Trail at such time as building permits are issued for the trail construction. The Homeowners' Association shall have no financial obligation, or requirement to maintain the Centennial Trail. Further, the trail shall not restrict access to the river by River Run residents.

ARTICLE 3
ASSOCIATION. ADMINISTRATION. MEMBERSHIP
AND VOTING RIGHTS

3.1 Association to Manage River Run. The Owners of all the Lots covenant and agree that the administration of River Run shall be in accordance with the provisions of this Declaration and the Bylaws of the Association, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over River Run. Notwithstanding the generality of the foregoing, the primary function of the Association shall be the enforcement of the restrictions set forth in this Declaration.

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

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

3.4 Classes of Membership. The Association will initially have two classes of Members as described below:

3.4.1 Class A Membership. Owners of Lots, other than Declarant, shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Lot owned by such Class A member on the date of the vote.

3.4.2 Class B Membership. Declarant shall be known as the Class B Member, and shall be entitled to ten (10) votes per Lot owned by Declarant, including Lots that have been preliminarily platted, but have not been finally platted on the date of the vote. Provided, however, that Class B membership shall cease to exist after the termination of the Period of Declarant Control, and at such time, Declarant, if still an Owner of a Lot or Lots, will become a Class A Member and shall be entitled to one (1) vote for each Lot owned.

The Bylaws may set forth additional classifications of membership from time to time, except no additional classifications shall be created during the Period of Declarant Control unless the Declarant agrees in writing to any new or different class.

3.5 Voting Requirements. Except where otherwise expressly provided in this Declaration or the Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power (both classes) of the Association.

3.6 Voting Rights. Each Member shall be entitled to vote on Association matters based on the number of votes to which that Member is entitled based on such Member's membership class.

Any Owner of a Lot that is leased may assign his or her voting right to the tenant, provided that a copy of the instrument or assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right.

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

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

ARTICLE 4 **MAINTENANCE AND ASSESSMENTS**

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within River Run, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) general annual assessments or charges, and (2) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the Bylaws of the Association. The regular and special assessments, together with interest, costs, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made, the lien to become effective upon levy of the assessment. Each such assessment, together with interest, costs, and actual attorneys' fees; shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. No Owner of a Lot may exempt himself from liability for the contribution toward the common expenses by waiver of the use or enjoyment of any part of River Run or by the abandonment of his Lot.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of all the residents of River Run, and shall include (as part of the regular periodic assessments) an adequate reserve for maintenance, repairs and replacement of those areas and facilities owned and managed by the Association, and which must be replaced on a periodic basis. Specifically, and without limiting the generality of the foregoing, the assessments shall be used to cover expenses of administering the Association, of enforcing the covenants, conditions, and restrictions of Declaration, of providing for the insurance for the Association, and of providing for the maintenance of Common Property.

4.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles of Incorporation or Bylaws, payment of Regular Assessments in quarterly or annual installments. Each Owner shall be assessed and shall pay an amount determined annually by the Board of Directors. In computing any change to the amount of Regular

Assessments, the Board shall prepare an estimate of expenses for operating the Association, including such contributions to a reserve for future capital repairs as the Board may consider appropriate. Said estimate of operating expenses shall be divided by the number of finally platted Lots attributable to all Owners for said year. The Board shall make a reasonable estimate of the number of Owners that will be subject to Regular Assessments during the year.

4.4 Special Assessments. In addition to the regular assessments authorized above, the Board may levy, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within River Run, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated regular assessment. Special assessments may also be levied against an individual Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with the provisions of this Declaration and the Bylaws, including attorneys' fees and costs.

4.5 Allocation of Assessments. Each Lot, including Lots owned by Declarant, shall bear an equal share of each regular and special assessment (except for special assessments imposed against an individual Lot and its Owner under the preceding subparagraph).

4.6 Date of Commencement of Assessment; Due Dates. The general annual assessments provided for herein shall commence as to each Lot in River Run or any Phase thereof on the first day of the month following closing of the sale of the first Lot in River Run or Phase thereof. Due dates of the assessments shall be established by the Board of Directors and be set forth in an annual notice, along with the amount of the general annual assessment.

4.7 Transfer of Lot by Sale or Foreclosure. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the liability for and lien of such assessments as to payments which become due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). Such unpaid dues or charges shall be deemed to be common expenses collectible from all of the Lots including such mortgagee. In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any excess of the amount set forth in the statement; provided, however, the grantee shall be eligible for any such assessment becoming due after the date of any such statement.

4.8 Enforcement of Assessment Obligations; Priorities, Discipline. If any part of any assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, an automatic late charge of Ten Dollars (\$10.00) shall be assessed and additional Ten Dollar (\$10.00) sums shall be assessed for each month or fraction thereof from the due date until the assessment and all late charges are paid. Each assessment shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage or deed of trust of record made in good faith and for value.

Such lien, when delinquent, may be enforced by sale by the Association, its attorney, or other person authorized by this Declaration, or by law to make the sale, after failure of the Owner to pay such assessment, in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties, including actual attorneys' fees and costs, and may temporarily suspend the Association membership rights of a Lot Owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

ARTICLE 5
RIVER RUN AT FORT WRIGHT
HOMEOWNERS' ASSOCIATION

5.1 Organization. River Run at Fort Wright Homeowners' Association shall be initially organized by Declarant as a Washington non-profit corporation under the provisions of the Washington Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, Bylaws and this Declaration. Neither the Articles of Incorporation nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Declarant might adopt pertaining to River Run.

5.2 Board of Directors and Officers. Subject to the rights and obligations of Declarant as set forth in this Declaration and to the rights and obligations of the other Owners, the Association will be responsible for the administration and operation of the Property. The Board of Directors will exercise all powers, duties and authority of the Association not reserved to Declarant or the Members by this Declaration, the other Project Documents, or other applicable law.

5.3 Appointment of Officers and Directors by Declarant. Until the expiration of the Period of Declarant Control, Declarant will retain the exclusive powers to appoint, remove and replace Directors and officers of the Association.

Notwithstanding the foregoing, Declarant may voluntarily surrender the right to appoint, remove and replace Directors and officers of the Association before the end of the Period of Declarant Control by providing a notice to that effect to the Association and otherwise complying with the procedures for termination of this Special Declarant Right, as set forth in the Bylaws. However, upon voluntarily terminating this Special Declarant Right in advance of the expiration of the Period of Declarant Control, Declarant may require that specified actions of the Association or the Board, as described in an instrument executed and recorded by Declarant in the office of the County Auditor of Spokane County Washington, be approved by Declarant before those actions become effective.

5.4 Powers and Duties of the Association. The Association shall have the powers of a corporation organized under the corporation laws of the State of Washington applicable to non-profit corporations, subject only to such limitations upon the exercise of such powers

as are expressly set forth in the Articles of Incorporation, the Bylaws and this Declaration. The Association shall have the power to do any and all things which may be authorized, required or permitted to be done by the Association under Washington law and under this Declaration, and the Articles of Incorporation and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Property and the Association's other assets and the affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.4.1 Expend Association funds to maintain, repair, replace and manage all property identified as Common Property, and all property that may be acquired by the Association.

5.4.2 Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, and the commencement of actions.

5.4.3 Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

5.4.4 Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over River Run.

5.4.5 Adopt reasonable rules not inconsistent with this Declaration, or the Bylaws relating to the use of particular areas within River Run, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners,

5.4.6 Establish one or more checking or savings accounts in the name of the Association with any bank, savings association or credit union doing business in Spokane County, Washington and designate signatories thereon.

ARTICLE 6

USE RESTRICTIONS: GENERAL COVENANTS

6.1 Owners' Rights and Duties. The rights and duties of the Owners of Lots within River Run with respect to utilities shall be as follows:

6.1.1 Home Size. No residential structures or building shall be erected, altered, placed or permitted to remain on any Lot other than a detached single family Dwelling for single family occupancy only. No dwelling on any Lot shall be smaller than 1,400 square feet on the main floor. Any two story Dwelling shall be no smaller than 1,800 square feet above grade and the configuration and size thereof shall be subject to the approval of the Architectural Control Committee, in its discretion. The above minimum building sizes shall be exclusive of garages, basements, patios, breezeways, storage rooms and other similar areas. Single story Dwellings only will be allowed on the river side of River Vista Street.

6.1.2 Plans. All plans are to be approved by the Committee including but not limited to elevation, roof pitch and exterior design, colors and appeal.

Owners and their builders shall be responsible for assuring that all requirements imposed by this Declaration, any Recorded Notice to the Public covering the Property, applicable building and zoning codes, and covenants applicable to the property are met.

6.1.3 Roofs. Roof materials shall be fire retardant and as approved by applicable governmental authorities and the Architectural Control Committee. The following roof materials are permitted: tile, slate, and architectural composition shingles (30 year minimum). Colors allowed will be weatherwood, gray, or charcoal. Any deviation of these colors must be submitted to the Architectural Control Committee. Additional roofing materials may be approved if determined by the Architectural Control Committee to be substantially equivalent in quality, color, and appearance to the approved roofing materials listed in the preceding sentence.

6.1.4 Antennae and Satellite Dishes. No antenna, satellite dish or other device for the transmission or reception of radio, television, satellite signals or other form of signal transmission or reception shall be erected, used or maintained outdoors and above ground, whether attached to a building or otherwise, on any Lot, unless: (1) such device is not visible from neighboring Lots, streets or surrounding properties; or (2) the device is virtually indistinguishable from, or is no more visible and unusual than structures, devices or improvements such as heat pumps, air conditioning units, barbecue grills, patio furniture and garden equipment which are allowed within the Property; or (3) the device is no larger than two (2) feet in diameter.

6.1.5 Exterior Wall Colors and Materials. Owners and/or Builders shall obtain prior approval of exterior colors for buildings from the Architectural Control Committee. Exterior colors shall be warm, earth tones. Exterior surfaces must generally be of materials that enhance the landscape and provide an outer skin that will withstand weather extremes. Brick, wood, and high grade siding materials (Hardie plank is recommended, no strand board) specifically designed for exterior home finishes are acceptable materials, subject to Committee approval. All exterior windows are to be wrapped with 5/4 prime trim. Approximately 25% of the exterior siding surface area of the front of each dwelling is to be covered by hard surface materials such as masonry brick or rock. Each residence is required to have 1 lamppost in the front yard with materials to match the front hard surface of the home. The Architectural Control Committee in its discretion may allow a lesser amount of hard surface on a particular home if it would be appropriate to the style of that home. Total double wall construction is required on all homes. Vertical grooved siding may not be used on any structure. All homes are to have a rain gutter system with down spout extensions where appropriate for each individual Lot.

6.1.6 Fencing and Landscaping. All fencing and landscaping, including but not limited to, trees, retaining walls, structures, walls, and similar items, must receive prior approval from the Architectural Control Committee, in its discretion, prior to installation. No Lot shall be occupied for residential purposes unless the building Contractor has installed or provided for, as soon as is reasonably possible thereafter, front yard landscaping with grass and shrubs common to the area. All front yard landscaping is to include a sprinkling system and shall be completed within six (6)

months from the date of completion of the residence or weather permitting. Further, no Owner shall be entitled to construct a fence in any location higher than six (6) feet, no fencing will be allowed in front yards, and any fence located on a Lot may be rejected if, in the opinion of the Architectural Control Committee, the view from another Lot would be impaired or obstructed. Almond Vinyl fencing is recommended for all homes in River Run. The Architectural Control Committee, in their sole discretion, prior to any fence construction, must approve any deviations. No chain link fences will be approved for installation in any location except black chain link or wrought iron fencing may be used along the river Lots only in the back yards.

6.2 Vehicle and Equipment Restrictions. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, bus, truck (other than standard size pickup truck), inoperable automobile, boat, or similar equipment, and no vehicle, which is in an extreme state of disrepair, shall be permitted outside of a garage. Provided, however, vehicles and equipment may be moved onto driveways or streets on a transitory and temporary basis (48 hours maximum) for purposes of loading and unloading of passengers or personal property. Commercial vehicles shall not include sedans, service vans, or standard size pickup trucks, which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive. No noisy or smoky vehicles shall be operated in the Property. No goods, equipment, material, supplies or vehicles used in connection with any trade, service or business wherever conducted, shall be kept, parked, stored, dismantled, or repaired outdoors on any Lot, or on any street within the Property.

6.3 Business Use Prohibited. No trade, craft, business, or commercial or manufacturing enterprise or activity of any kind, other than a professional business conducted from an office inside the home and which does not generate excessive customer traffic, shall be conducted or carried on upon any Lot within the Property. This Section is specifically intended to prohibit maintenance or operation of day care, group home, extended care, asylums, or any other caretaking-for-hire facilities. In addition, no goods, equipment, vehicles, materials or supplies used in connection with any business or commercial activity shall be permitted, kept, parked, stored, dismantled, or repaired on any Lot or street within the Property.

6.4 Nuisance Prohibited. No noxious, or offensive activity shall be carried on upon any Lot or street within the Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot within the Property shall be used as a dump for trash or rubbish of any kind, and all garbage or other waste shall be kept in appropriate sanitary containers for proper disposal. No waste, including rocks, dirt, lawn, or shrubbery clippings shall be dumped into the roadways or ditches or onto any vacant Lots within the Property.

6.5 Temporary Structures. No structure of a temporary character, trailer, shed, tent, shack, garage, barn, or other outbuildings shall be constructed, maintained or used on any completed residence at any time as a residence, either temporarily or permanently. Temporary structures may be used for marketing homes and/or lots within the development. Also, temporary structures and/or fencing may be used by contractors for storage of materials, tools, etc.

6.6 Time of Completion. Any dwelling or structure erected or placed on any Lot in

the Property shall be completed as to exterior appearance within twelve (12) months from the date of commencement of construction. Provided, the Architectural Control Committee may extend the time requirements for completion on behalf of any Owner upon a showing of good cause, in the sole discretion of the Architectural Control Committee.

6.7 Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept in any Lot or Dwelling, or on any portion of the Property; except that no more than two (2) usual and ordinary household pets, such as dogs, cats, or birds may be kept outdoors, provided that they are not kept, bred or maintained for any commercial purposes, and that they are kept under reasonable control at all times.

Dogs shall be leashed or penned, and not allowed to run loose. Dog kennels or runs must be approved by the Architectural Control Committee. No dogs with Pit Bull or Wolf breeding may be kept within River Run.

6.8 Signs. No sign of any kind shall be displayed to the public view on any Lot within the Property, except that one professional appearing sign advertising the Property for sale or for rent may be placed by an Owner, builder, or a licensed real estate broker. This provision regarding signs shall not apply to restrict the Declarant from installing or maintaining signs during development and sales of Lots for marketing of the Property, nor shall this restriction apply to any entrance signs to the entire Property installed or authorized to be installed by Declarant.

6.9 Owner Maintenance Responsibilities. Each Owner shall have responsibility for maintaining the exterior of their Dwelling and all other buildings and improvements located upon their Lot according to standards, which may be established from time to time by the Architectural Control Committee. The color and brand of any paint, stain, oil, or other preservative applied to the exterior of any Dwelling or approved outbuilding must first be approved by the Architectural Control Committee. Additionally, Owners shall be responsible for providing exterior landscaping and maintenance upon the portions of their Lots immediately surrounding their Dwellings which shall be maintained in good condition and repair. In the event that the exterior of any structure falls below the standards established, and exterior maintenance shall be deemed necessary by the Architectural Control Committee, the same shall have the authority to send written notice to the Owner of such Lot setting forth the maintenance deemed necessary, and in the event such maintenance is not satisfactorily performed within forty-five days of receipt of such notice, the Committee shall be entitled to perform or contract for the performance of all such necessary maintenance and the costs thereof shall be a special assessment against the Lot as provided for herein.

ARTICLE 7 **ARCHITECTURAL CONTROL**

7.1 Architectural Control During Development. During the period of Declarant Control, the Architectural Control Committee shall be appointed by Declarant. All decisions regarding approval or rejection of plans, specifications, landscaping, retaining walls, fencing, and other proposals shall be determined by a majority vote of the members of the Architectural Control Committee.

7.2 Architectural Control Committee after Sale of All Lots. After all Lots are owned by Owners other than the Declarant, the Owners may assume control of and responsibility for the Architectural Control Committee. At that time, the Lot Owners shall appoint members of the Committee, which shall consist of three members. Members of the Architectural Control Committee need not be Owners of Lots.

7.3 Prohibition of Alteration. No structure, improvement, or alteration of any kind (including the initial installation of landscaping within any Lot and any revision of the initial landscaping of any Lot which might obstruct another Lot Owner's view), shall be commenced, erected, painted, or maintained upon the Property until the plans for the same have been submitted to and approved in writing by the Architectural Control Committee.

7.4 Plans and Approval. The Architectural Control Committee, shall base decisions to approve or deny proposals on the quality of the proposed workmanship and the materials to be utilized, the harmony of the proposal to the external design and existing structures, and as to location with respect to topography and finished grade elevation. The Architectural Control Committee shall also have the authority to develop and make available to all Owners within the Property, a set of rules and guidelines to assist Owners in preparing plans under this section. The rules and guidelines shall not be binding upon the Declarant or Committee, but shall set forth general criteria to be considered by the Committee in evaluating a particular application for architectural approval.

7.5 Maintenance of Property. Each Owner shall be responsible for maintaining the exterior appearance of their Lot and all improvements situated on their Lot. In the event that an Owner shall fail or refuse to maintain the Lot or exterior appearance of any improvements, the Architectural Control Committee and/or other Lot Owners shall have the right, upon thirty (30) days' prior written notice sent to the Owner's last known address by certified mail, return receipt requested, repairs and corrections meanwhile not having been undertaken and diligently pursued, to enter upon the Owner's Lot and commence and complete such repairs and/or corrections. All costs associated with investigating, giving notice, undertaking and completing repairs and/or corrections shall be a special assessment obligation owed by the Lot Owner personally and shall constitute a lien as a special assessment against such Lot.

7.6 Minimum Standards. The minimum standards stated in Article 6 shall be binding upon the Architectural Control Committee unless and until amended by Project Documents.

ARTICLE 8 **ANNEXATION OF EXPANSION PROPERTY**

8.1 Declarant's Right. Declarant reserves the right, but will not be obligated, to incorporate Expansion Property, in whole or in part, into the regime established under this Declaration, so that the Expansion Property, if and when developed, will be treated as an integral part of River Run.

8.2 Rights and Obligations of Owners of Annexed Parcels. Subject to the provisions hereof, upon recording of a Supplemental Declaration as to any Parcel, all provisions contained in this Declaration shall apply to the Parcel in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such Parcel shall be treated for all purposes as a

Parcel as defined above. The Owners of Lots located in the Parcels shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Properties which are to be owned and managed by the Association, within said Parcels shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Parcels.

8.3 Method of Annexation. The addition of a Parcel to the Property authorized under 8.1 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Parcel, which shall be executed by Declarant or the Owner thereof and which shall annex such property to the Property. Thereupon each Parcel shall be a part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers and jurisdiction of the Association. Such Supplemental Declaration or other appropriate document may contain such additions, modifications, or deletions as may be deemed by Declarant desirable to reflect the different character, if any, of the Parcel, or as Declarant may deem appropriate in the development of the Parcel. If any Parcel is created, the Association shall have the authority to levy Assessments against the Owners located within such Parcel, and the Association shall have the duty to maintain additional Common Properties located within the Parcel if so specified in any Supplemental Declaration.

8.4 Deannexation. Declarant may delete all or portion of the Property except unsold platted Lots, including previously annexed Parcels, from the Property and from coverage of this Declaration and jurisdiction of the Association, so long as the Declarant has an interest in such Parcels and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Spokane County Auditor in the same manner as a Supplemental Declaration of Annexation. After the Period of Declarant Control, Members may deannex all or any portion of a Parcel upon the favorable vote of seventy-five percent (75%) of all Members of the Association and written approval of Declarant so long as the Declarant owns any portion of the property described in Exhibit "A" or any other real property which is then part of the Property.

ARTICLE 9 **SPECIAL DECLARANT RIGHTS** **AND ADDITIONAL RESERVED RIGHTS**

9.1 General Provisions. Until the expiration of the Period of Declarant Control, Declarant will have the following Special Declarant Rights:

9.1.1 Completion of Improvement. The right to complete Improvements as indicated on any Plat filed with respect to the Property, including, if any, the Expansion Property.

9.1.2 Development Rights. The right to exercise all development rights in connection with the development of the Property ("Development Right"), including without limitation the right or combination of rights hereby reserved by Declarant as follows:

9.1.2.1 The right to annex all or part of the Expansion Property, if any, to the Property, in accordance with Section 8.

9.1.2.2 The right to create Lots and Common Property on the Property, including, if any, the Expansion Property.

9.1.2.3 The right to subdivide Lots and convert Lots into Common Property on any part of the Property, including, if any, the Expansion Property.

9.1.2.4 The right to withdraw real estate, whether contained within the Property initially subject to this Declaration or within the Expansion Property, if any, from the Property, as provided in Section 8.

9.1.2.5 The exclusive right to modify road, water, sewer, dry utilities and fire systems in accordance with any requirements of City of Spokane, as applicable, or any other governing agency having jurisdiction for such systems.

9.1.2.6 The exclusive right to modify road, water, sewer, dry utilities and fire systems as approved by applicable governing agencies having jurisdiction for such systems.

9.1.2.7 The right to develop the Property and/or the Expansion Property, if any, in such phases as Declarant deems appropriate.

9.1.3 Sales Activities. The right to maintain sales and management offices, signs advertising the project and model residences on the Common Property and on Lots owned by Declarant, whether contained within the Property initially subject to this Declaration, or within the Expansion Property, if any.

9.1.4 Easements. The right to use easements through the Common Property on the Property, including the Expansion Property, if any, for the purpose of making Improvements on the Property and the Expansion Property, if any.

9.1.5 Association Directors and Officers. The right to appoint any officer or Director of the Association, as provided in this Declaration or the Bylaws.

9.1.6 Order of Exercise of Declarant's Rights. Declarant makes no representations and gives no assurances regarding the legal description or the boundaries of any phase of the Expansion Property, if any, or the order or time in which the phases of the Expansion Property, if any, may be developed or incorporated in the Project, or whether or to what extent any of the Expansion Property, if any, will be developed or incorporated in the Project. Further, the fact that Declarant may exercise one or more of Declarant's Development Rights or other Special Declarant Rights on one portion of the Property (including the Expansion Property, if any) will not operate to require Declarant to exercise a Development Right or other Special Declarant Right with respect to any other portion of the Property (including the Expansion Property, if any).

9.2 Supplemental Provision Recording Declarant's Rights. Without limiting the generality of the foregoing, certain of these Special Declarant Rights are explained more fully in this Article below. Further, Declarant reserves the additional rights retained for the benefit of Declarant in this Article and in other provisions of this Declaration.

9.3 Reservation of Easement for Expansion and Construction. Declarant hereby reserves for itself and its successors and assigns and for Owners in all future phases of River

Run a perpetual easement and right-of-way for access over, upon and across the Property, including the Expansion Property, if any, for construction, utilities, drainage, ingress and egress, and for the use of the Common Property, including Common Property located within the Expansion Property, if any. The location of these easements and right-of-ways may be made certain by Declarant or the Association by instruments recorded in Spokane County, Washington.

Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility, ingress and egress, and other easements over and across the Common Property, and to create other reservations, exceptions, and exclusions convenient or necessary for the use and operation of any other property of Declarant.

9.4. Reservations of Easements, Exceptions and Exclusions for Utilities, Infrastructure and Access. Declarant reserves for itself and its successors and assigns, and hereby grants to the Association, acting through the Board of Directors, the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Property, for purposes including but not limited to streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions, and exclusions in the interest of the Owners and the Association, in order to serve the Owners within the Community as initially built and expanded.

Declarant also reserves for itself and its successors and assigns, and grants to the Association, the concurrent right to establish from time to time, by instruments recorded in Spokane County, Washington, such easements, permits or licenses over the Common Property for access by certain persons (other than Owners and Owners' families and guests) who may be permitted to use designated portions of the Common Property as contemplated under this Declaration.

9.5. Maintenance Easement. An easement is hereby reserved by Declarant for itself and its successors and assigns and granted to the Association, and any member of the Board of Directors or Manager, and their respective officers, agents, employees and assigns, upon, across, over, in and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Lot, as required by the Project Documents.

9.6. Drainage Easement. An easement is hereby reserved to Declarant for itself and its successors and assigns and granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water. Reasonable efforts will be made to use this easement so as not to disturb the uses of the Owners, the Association and Declarant, as applicable, to the extent possible; to prosecute such drainage work promptly and expeditiously; and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work. Declarant, or its officers, agents, employee, successors and assigns must inform and obtain the approval of the Board of Directors prior to undertaking such drainage work, which approval will not be unreasonably withheld.

9.7. Declarant's Right Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the

improvements on the Property or other real property owned by Declarant; provided, however, that no such rights will be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his family, tenants, employees, guests, or invitees.

9.8 Easements Deemed Created. All conveyances of Lots hereafter made, whether by Declarant or otherwise, will be construed to grant and reserve the easement contained in this Section, even though no specific reference to such easements or to this Section appears in the instrument for such conveyance.

SECTION 10 **MISCELLANEOUS**

10.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run for a term of twenty (20) years from the date this Declaration is recorded, unless amended as herein provided. Thereafter, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Spokane County Auditor. Further provided that the Association shall not be dissolved without the prior written approval of local governmental entities, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable governmental requirements.

10.2 Amendment:

10.2.1 By Declarant. Except as provided in Section 10.3, until the recordation of the first deed to a Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Declarant by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Parcel may be made by Declarant by an amendment to this Declaration at any time up to the recordation of the first deed to a Lot in such Parcel.

10.2.2 By Board. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Section 10 may be amended by an instrument in writing signed and acknowledged by any two (2) members of the Board certifying and attesting that such amendment has been approved by the vote or written consent of a majority of the Board, and such amendment shall be effective upon its recordation with the Spokane County Auditor. Any amendment to this Section 10 shall require the vote or written consent of Members holding sixty-seven percent (67%) of the voting power of the Association.

10.3 Trust Deed and Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any deed of trust or mortgagee under any mortgage covering a Lot, made in good faith and for value, and recorded prior to the recordation of such

amendment, provided that after foreclosure of any such deed of trust or mortgage, such Lot shall remain subject to this Declaration, as amended.

10.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or, if no address has been given to the Association, to the residence of such Person or, in the case of an Owner, to the Lot address. Such address may be changed from time to time by notice in writing to the Association, as provided in this Section.

10.5 Enforcement and Non-Waiver.

10.5.1 Violations and Nuisances. The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Articles of Incorporation or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action by the Declarant, the Association or any Owner of a Lot(s) within the Property or recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof, and only if such self-help is preceded by reasonable notice to the Owner.

10.5.2 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Parcel within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law or equity.

10.5.3 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

10.5.4 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

10.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Washington.

10.6.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

10.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

10.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

10.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

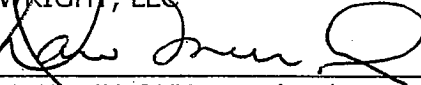
10.7 Successors and Assigns. All references herein to Declarant, Owners, Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Declarant, Owners, Association or person.

DATED this ___ day of September 2004.

DECLARANT:

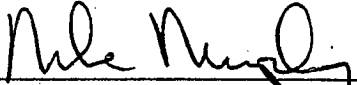
FORT WRIGHT, LLC

By



DAN MURPHY, Member/Manager

By



MIKE MURPHY, Member/Manager

By

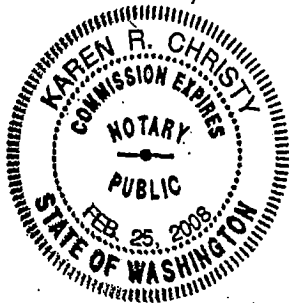


TIM MURPHY, Member/Manager

STATE OF WASHINGTON)
) :SS
County of Spokane)

On this day personally appeared before me DAN MURPHY, MIKE MURPHY and TIM MURPHY, as Member/Managers for Fort Wright, LLC, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that each signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of September, 2004.



Karen R. Christy

NOTARY PUBLIC, State of Washington
Residing in Spokane County
My Commission expires: 2/25/08

Karen R. Christy

Printed Name

EXHIBIT A

BEGINNING AT THE NORTH END OF RIVER RIDGE BOULEVARD AT THE NORTHEAST CORNER OF BLOCK B, A 1 FOOT STRIP DEEDED TO THE CITY OF SPOKANE, WASHINGTON AS PER. PLAT OF RIVER RUN ADDITION RECORDED IN BOOK 28 OF PLATS, PAGES 24 AND 25; THENCE NORTH 00°43'07" WEST, ALONG THE NORTH END OF RIVER RUN BOULEVARD, 64.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS OF WHICH BEARS SOUTH 00°43'07" EAST, A DISTANCE OF 627.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°54'26", AN ARC DISTANCE OF 20.87 FEET; THENCE NORTH 16°05'28" EAST, 60.06 FEET; THENCE NORTH 27°31'52" EAST, 121.51 FEET; THENCE SOUTH 62°28'08" EAST, 120.00 FEET; THENCE SOUTH 66°42'38" EAST, 60.16 FEET; THENCE SOUTH 62°28'08" EAST, 137.50 FEET; THENCE SOUTH 61°44'27" EAST, 56.85 FEET; THENCE SOUTH 53°03'49" EAST, 52.99 FEET; THENCE SOUTH 50°57'55" EAST, 126.50 FEET; THENCE SOUTH 35°12'20" EAST, 66.61 FEET; THENCE SOUTH 37°53'32" EAST, 53.64 FEET; THENCE SOUTH 37°51'39" EAST, 197.99 FEET; THENCE SOUTH 11°13'47" EAST, 70.64 FEET; THENCE SOUTH 41°00'59" EAST, 135.16 FEET; THENCE NORTH 45°55'06" EAST, 51.58 FEET; THENCE NORTH 35°06'18" EAST, 80.00 FEET; THENCE NORTH 30°58'16" EAST, 121.22 FEET; THENCE NORTH 25°16'41" EAST, 77.40 FEET; THENCE NORTH 12°50'45" EAST, 649.07 FEET; THENCE NORTH 01°08'04" EAST, 62.11 FEET; THENCE NORTH 12°09'52" WEST, 43.06 FEET; THENCE NORTH 09°17'13" EAST, 60.01 FEET; THENCE SOUTH 80°42'47" EAST, 200.00 FEET; THENCE SOUTH 09°17'13" WEST, 30.00 FEET; THENCE SOUTH 80°42'47" EAST, 219.08 FEET, TO A POINT ON THE WESTERLY ORDINARY HIGH WATER LINE OF THE SPOKANE RIVER; THENCE SOUTHWESTERLY ALONG SAID WESTERLY ORDINARY HIGH WATER LINE OF THE SPOKANE RIVER, 1366+ FEET TO A POINT THAT BEARS SOUTH 57°30'48" EAST, 149.70 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 85°14'41" WEST, 393.62 FEET; THENCE SOUTH 82°47'51" WEST, 132.97 FEET; THENCE NORTH 00°05'00" WEST, 172.75 FEET; THENCE SOUTH 89°58'41" WEST, 169.44 FEET; THENCE SOUTH 00°01'19" EAST, 49.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS OF WHICH BEARS SOUTH 89°58'41" WEST, A DISTANCE OF 270.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°37'00", AN ARC DISTANCE OF 87.73 FEET;

THENCE NORTH 71°24'15" WEST, 164.29 FEET TO THE EASTERLY LINE OF LOT 1, BLOCK 1, OF SAID PLAT OF RIVER RUN ADDITION; THENCE ALONG THE EASTERLY LINE OF SAID PLAT THE FOLLOWING 6 COURSES; THENCE NORTH 24°45'39" WEST, 290.16 FEET; THENCE NORTH 89°47'05" WEST, 295.12 FEET; THENCE NORTH 55°18'57" WEST, 162.75; THENCE NORTH 02°43'18" WEST, 323.32 FEET TO THE SOUTH RIGHT OF WAY LINE OF RIVER RIDGE BLVD; THENCE NORTH 84°40'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 128.28 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS OF WHICH BEARS SOUTH 05°19'31" EAST, A DISTANCE OF 563.00 FEET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE AND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°36'24", AN ARC DISTANCE OF 45.27 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.