

RE-RECORD

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WHITE WATER ESTATES

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the 10th day of January, 1989, by KIM L. BAYDO and DIANE BAYDO, husband and wife, and ERNEST P. BAYDO, JR. and LORI K. BAYDO, husband and wife, hereinafter referred to as "Declarant."

Background.

1. Declarant is the owner of certain property ("the property") located in Pierce County, Washington, and more particularly described in Exhibit "A", a copy of which is attached hereto and specifically incorporated herein by this reference. It has particular interest as a portion of the vast Yelm prairie which was noted for its open plains, now largely grown over, and its numerous wildflowers. The prairie attracted many groups of Indians who not only included the bulbs and roots in their daily diet and in turn replanted them, but who continuously fought the encroachment of trees and other growth in the prairie ecosystem. WHITE WATER ESTATES is inhabited with many birds including species that bird watchers will travel far to view. The Declarant wishes to attract property purchasers who not only can marvel at the outstanding views but also are sensitive to the ecology of the prairie and its natural beauty.

2. WHITE WATER ESTATES is bordered on the west by the Nisqually River. The Nisqually River is seventy-eight (78) miles long, with its glacial headwaters in a national park and its estuary within a national wildlife refuge.

The Nisqually River contributes over half the total fresh water volume flowing into southern Puget Sound.

Four species of salmon, Chinook, Coho, Pink and Chum are native to the Nisqually River, as well as one of the last significant runs of native steelhead in the Puget Sound region.

The Nisqually River is one of the least contaminated of the major Puget Sound rivers.

The Nisqually River basin remains substantially undeveloped compared to other major Puget Sound river basins.

WHITE WATER ESTATES DECLARATION
OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

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RE-RECORDED TO ATTACH EXHIBIT "A".

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The combined estimated annual value of hydroelectric generation at the three facilities on the Nisqually River is \$35.2 million (1985 dollars).

The 1985 Washington State Legislature proclaimed the Nisqually to be a river of "statewide significance" (Substitute House Bill 323).

3. The Declarant wishes to create on the property a residential community that achieves high architectural quality by blending itself with the land and exhibiting mutual respect and concern between owners in their respective construction influences and activities.

4. Declarant will convey the property, subject to certain protective covenants, conditions, restrictions, reservations and charges set forth in this Declaration.

Declaration of Intent.

The Declarant hereby certifies and declares that there is hereby established a general plan for the development, improvement and maintenance and protection of the real property within that certain subdivision known as "WHITE WATER ESTATES" as per the plat recorded in the Pierce County Auditor's Office or any amendments thereto.

Declarant hereby declares that all of the property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, restrictions and conditions shall run with the property except as otherwise stated herein, and shall be binding on all parties having or acquiring any right, title or interest in the property, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision map of the property.

Section 2. "Owner" shall mean the one or more persons or entities holding legal title to a lot, or in the event any lot is

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sold under real estate installment sales contract or note and deed of trust, the vendee or vendees under said contract; provided however, that the term "Owner" shall not include those holding legal title merely as security for the performance of an obligation.

Section 3. "Property" shall mean the property described in Exhibit "A".

Section 4. "Home occupations" shall mean an occupation, avocation, or profession, carried on in an dwelling by an occupant of such dwelling, but as an incidental or minor use, there being no goods or stock in trade kept, displayed or sold on the premises and where no more than one non-resident person is employed in connection with such occupation.

ARTICLE II

Architectural Committee

There is hereby constituted an Architectural Committee composed of Ernest Baydo Jr., Kim Baydo, Al Fillmore. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee, or restore to it any of its powers and duties.

No building or other structures shall be constructed or altered until plans and specifications for the same, including color scheme and detail, lot plan showing the location of said building or the structure on the building site, and the grading plans showing grading elevations of such building or structures, shall have been approved in writing by the Architectural Committee, or by its designated or authorized representative. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or

disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

ARTICLE III

Permitted and Prohibited Uses

Section 1. Except as otherwise provided herein, each lot shall be used solely and exclusively for one private single family residence with garages and accessory structures, including barns. It shall be further required that such residences, accessory buildings and barns must be the result of stick-built construction conducted entirely on-site. No lot shall be subdivided but will be maintained in dimension to conform with the original plat filed with Pierce County.

Section 2. Home occupations, as defined herein, shall be permitted provided that such occupations may not include any business involving any fact of the manufacture or repair of heavy equipment, machinery or automotive vehicles, nor may they be stored on-site. Except as provided in this paragraph, no animals, livestock or poultry of any kind other than house pets shall be kept or maintained on any part of the property, provided that they do not cause or create a nuisance or unreasonable noise or disturbance. Livestock consisting of cattle, horses, sheep and lambs shall be permitted. Pigs chickens, ducks, geese and goats are not allowed.

Section 3. No buildings or structures shall be moved onto any portion of the property from outside of the property except for temporary or portable sheds used by builders for tool houses or for other uses common to residential construction. If such sheds are used, they shall be removed immediately after the related construction is completed. No trailer shall be maintained on any lot as a residence. Vacation trailers may be parked for one year during construction.

Section 4. Areas designated as green belts or natural buffer areas or green trail on any recorded plat affecting the property are

intended to protect the property from outside influences in the case of boundary areas, or to preserve the privacy between individual lots, and to preserve major trees that may exist within the areas. Such areas dividing lots may not be used for storage of any kind. Such areas shall be kept in a basically natural state, with small growth allowed to be removed, or to be added as in the case of additional landscaping and lawns. A major tree is defined as any tree 18" or larger in diameter and these shall not be removed unless determined dead or certified in writing by a horticultural expert as being distressed beyond the point at which reclamation or cure is reasonable or sure. No motorized vehicles will be allowed on the green belt.

Tree removal definition

Section 5. Trees 18" and larger shall be considered major trees and shall not be cut except in the following cases:

- (a) If they have attained their size following the purchase of a lot.
- (b) If they are considered dangerous by virtue of disease as stated in Section 4.
- (c) If they are located within a view easement. Interference with the view by a tree on another party's lot shall not cause reason for removal except by agreement between the two parties.
- (d) If a lot owner receives approval to cut a tree on another owner's lot, then that person shall also have approval from all other owners within 300 feet.

Cutting and removal of trees from 12" to 18" shall be limited to 50% of that size tree that may exist per individual lot at the time of purchase of the lot, except that all may be removed within the immediate area of the house placement. Trees of lesser size than 12" may be removed as desired.

Section 6. Mobile homes shall be neither stored nor allowed to be brought onto "the property."

Section 7. Boundary and pasture fencing shall be either round or square wood posts, pressure treated with CCA salts without toner. Posts shall have a minimum dimension of six (6) inches round or four by six (4x6) rectangular with a spacing not to exceed twenty.

Fencing

(20) feet for barbed wire or ten (10) feet for horizontal boards,
grapestakes or woven and welded wire meshes. Fences bordering the
private road shall be wood board or vinyl to match property entrance.
All boundary and interior yard fencing, including screen fencing,
shall be built solidly to prevent sagging, shall maintain orderly,
vertical and horizontal lines and shall be built with posts facing
inward toward the builder's lot. Corner or starter posts for
stretched fencing shall be adequately anchored in concrete to
maintain a plumb character without bracing. No fencing shall be
permitted closer than fifty (50) feet from the river banks.
Horizontal board fences shall consist of a post every eight (8) or
ten (10) feet with rails made of two by six (2x6) material. Color
shall be neutral (tans and grays), weathered wood or white. No
barbed wire fences will be allowed on river front property. Any
fence within 200 feet of the water must not exceed four (4) feet in
height. No livestock may be pastured within 200 feet of the water
line.

fencing

Section 8. The work of construction of all buildings and
structures shall be prosecuted diligently and continuously from
commencement until the structures are fully completed and painted.
All structures shall be completed as to external appearance,
including finish painting, within 18 months from the date of
commencement of the construction.

Section 9. Property or building lighting consisting of mercury
vapor, metal halide, low or high pressure sodium, florescent or any
other high intensity type shall be permitted only if they are
shielded to prevent direct view of the source at an angle of forty-
five (45) degrees or less from horizontal. Fixtures shall not be
mounted horizontally or mounted at such height or location to allow
any light spill at such angle on another lot. This restriction shall
not apply to common insect lighting.

lighting

Section 10. All vehicles operated within the property shall be
operated in a safe and reasonable manner. Speeds on roads within the
property shall be limited to twenty-five (25) miles per hour. Motor

motor speeds

bikes or motorcycles operated on the property shall be equipped in accordance with the most restrictive interpretation for muffle standards for "4-cycle" operation per Washington State Statute Sections RCW 46.37.537 and RCW 46.37.390 regarding the installation, modification and maintenance as the same existed on January 1, 1984. Vehicles emitting greater levels of sound or with "2-cycle" engines shall not be allowed to operate within "the property" and shall be transported on and off "the property."

Section 11. All lots, whether improved or not, shall be maintained in clean fashion. Owners shall control and cause to be removed any noxious weeds including but not limited to tansy ragwort, *weeds* scotchbroom, thistle and nettle.

Section 12. No garbage or refuse shall be deposited on a lot but shall be kept in suitable containers within screened enclosures protected from dogs and other animals. Cuttings and limbs shall be neatly stacked in rear yard areas for burning or composting. No building materials of any kind shall be placed or stored upon any portion of the property until the owner is ready to commence construction, and then such material shall be placed within the building set-back lines for that specific lot and shall not be placed in any street. Areas disturbed by excavation or other earth moving disturbances and not constructed upon or otherwise formally landscaped, shall be restored with soil and seeded for grass. The road frontage of each habited lot shall be kept mowed and clean. Each lot owner shall permit spraying of the road shoulders.

Section 13. Easements for installation and maintenance for utilities and drainage are hereby reserved as shown on any recorded plat of any or all of the property. All sewage disposal systems installed on any lot shall meet Pierce County Department of Health minimum specifications.

Section 14. No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done or maintained thereon which may be or become an annoyance to owners of lots within the property or detract from the value of lots within the property.

Section 15. Except as provided in this paragraph, no signs of any kind, except public notice by a political subdivision of the state or as otherwise required by law shall be erected, posted, painted or displayed on any portion of the property whatsoever. A builder may be allowed to erect and display signs during a period such builder is building and selling property. Furthermore, any owners wishing to sell or rent a home or lot within the property may place one non-illuminated sign on the lot, not larger than two (2) feet square in size, advertising the home or lot for rent or sale. Signs necessary in connection with home occupations as permitted herein may be placed provided they are not illuminated and do not exceed two (2) square feet in size. A property owner may install a sign over the entrance gate to his property stating the owner's name.

Section 16. Oil drilling or oil development operations, refining, mining operations of any kind or the operation of quarries, gravel and sand pits, soil removing or top soil stripping shall not be permitted on the property.

Section 17. No fuel tank shall be maintained above ground on any lot.

Section 18. The following restrictions shall apply to improvements to be constructed within the property.

- (a) Building exteriors shall be of wood, clay masonry, stucco of earth tone coloration, glass or poured concrete in the case of earth-sheltered structures. Metal sidings shall not be allowed, nor shall metal roofs be allowed other than self-weathering cor-ten steel. Paints and stains in earth tone colors, tans and warm grays, or natural weathered wood surfaces shall be required. Accent colors may be used to individualize a residence. No T-111 shall be allowed.
- (b) Houses shall have the following minimum standards and comply with the following restrictions:
 - (1) One story houses shall have not less than 1,500 square feet of habitable space (excluding garages, porches and shops).
 - (2) Two story houses shall not have less than 1,800 square feet.
 - (3) Exception to the above is a smaller house that is clearly of greater value than the least valued house in the subdivision.

- (4) No house shall exceed two stories or 35 feet in height, whichever is lesser.
- (5) Roofs shall be of wood shingles, shakes, battened cor-ten steel, concrete tile or asphalt shingles.
- (6) All garages located upon any lot shall be connected to the adjacent street by an asphalt or concrete or crushed rock.
- (7) No building shall be located on any lot nearer than 25 feet from any other lot line, except river lots shall meet county set back requirements.

ARTICLE IV

Road and Park Maintenance Agreement

Section 1. Roads within the property shall be maintained at the sole expense of the Declarant for a period of one (1) year from the date of the gravelled finish and six (6) months from finish of asphalt work and shall extend only to normal wear and tear from owner use. In any event, Declarant shall not be responsible for the maintenance of the roads or park areas after June 30, 1990.

Section 2. Following the Declarant's maintenance period, responsibility for maintenance will be shared by the owners of lots served by such roads in accordance with the following procedure:

- (a) Minimum maintenance standards shall require that holes be filled and surfaced to match the balance of the roadway.
- (b) Decisions as to the necessity or desirability of repairs to or maintenance of the roadways and park areas shall be determined by the Board of Directors of the non-profit corporation formed to oversee and maintain the roadways and common areas of this development.
- (c) Maintained areas shall include the inland areas at the entrance, with the minimum maintenance required being the mowing of the grass at regular intervals and the upkeep on the entrance fence.
- (d) Each lot owner shall be required to pay their proportionate share based on the number of lots owned. There being seventy-six (76) lots, each owner shall pay one seventy-sixth (1/76) of the total maintenance cost for each lot owned. If a majority of lot owners determine to establish a regular assessment for such maintenance, this decision shall be binding on all lot owners, with details for the safeguarding of funds determined by majority vote of the lot owners at that time.
- (e) Charges for a lot owner's share of road repair or maintenance which remain unpaid for a period of thirty (30) days after the date of billing shall constitute a lien against the lot owned by said property owner. A notice of lien setting forth the amounts due may be recorded with the Pierce County Auditor. Said lien may be foreclosed in the same manner as a mortgage by any party in interest to the

real property affected by these covenants and in the event such party prevails in enforcing any provision of these road covenants he may collect his reasonable costs and attorney's fees expended in enforcing the paragraph.

- (f) Lots owned by Declarant or members of their immediate family shall not be subject to assessment for road maintenance for as long as they remain in such ownership and are not improved to serve as a location for human habitation. The obligation for road maintenance and repair shall not extend to the Declarant except that should Declarant create new lots from adjacent property that are served exclusively by this roadway, then those new lots or tracts shall be made a part of this maintenance requirement.
- (g) It is contemplated by Declarant that a non-profit corporation will be formed to oversee and maintain the roadways and common areas of this development. Upon purchase of any lot, the owner shall automatically become a member of said corporation and shall be bound by all bylaws adopted by said corporation.

Section 3. Declarant hereby reserves a non-exclusive easement for ingress, egress and utilities over and across the property designated as a roadway on the plat titled WHITE WATER ESTATES. Said reservation of right extends to the Declarant, their successors, assigns, legal representatives or heirs at law and includes the right to extend said road to any further development or property as Declarant chooses subject to the conditions of Section 2. However, no other lot owner may permit the use of their lot for access to said roads by other parties for either casual or commercial purposes.

ARTICLE V

General Provisions

Section 1. Enforcement. Any owner shall have the right to enforce by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, easements and charges now or hereafter imposed by the provision of this Declaration. Failure by an owner to enforce any covenant, restriction or easement herein contained shall in no event be deemed a waiver of the rights to do so thereafter. If an owner enforces said rights, he shall be entitled to recover his reasonable attorney's fees and costs incurred as a result of such enforcement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

WHITE WATER ESTATES DECLARATION
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CONDITIONS AND RESTRICTIONS

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the persons owning lots including the Declarant or their successors. Following the initial twenty (20) year period, the Declaration may be amended in the same fashion not including the Declarant. Such owner of a lot or combination of shall be entitled to one vote, except that the Declarant shall be entitled to as many votes as the number of lots to which he continues to hold title.

EXECUTED the day and year first above written.

Kim L. Baydo

 KIM L. BAYDO

Diane Baydo

 DIANE BAYDO

Ernest P. Baydo, Jr.

 ERNEST P. BAYDO, JR.

Lori K. Baydo

 LORI K. BAYDO

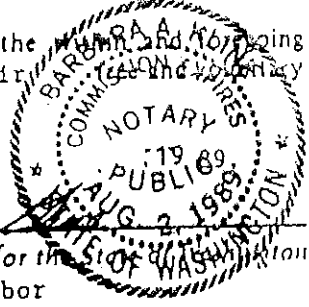
STATE OF WASHINGTON, }
 County of Pierce } ss.

On this day personally appeared before me Kim L. Baydo, Diane Baydo, Ernest P. Baydo and Lori K. Baydo to me known to be the individuals described in and who executed the instrument, and acknowledged that they signed the same as their act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of April

Barbara A. ...

 Notary Public in and for the State of Washington
 residing at Gig Harbor



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EXHIBIT "A"

PARCEL A

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER LYING WEST OF THE WEST LINE OF THE ROY-MCKENNA COUNTY ROAD IN SECTION 21, TOWNSHIP 17 NORTH, RANGE 2 EAST OF WILLAMETTE MERIDIAN.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, NORTH 01°05'18" WEST, 782.77 FEET; THENCE NORTH 89°06'18" EAST, 50.00 FEET; THENCE SOUTH 01°05'18" EAST, 782.77 FEET TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE SOUTH 89°06'18" WEST ALONG SAID SOUTH LINE, 50.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AND THAT PORTION OF GOVERNMENT LOT 7 IN SAID SECTION LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 1°05'18" WEST ALONG THE EAST LINE OF SAID SUBDIVISION 782.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°06'18" WEST, 1932.49 FEET; THENCE SOUTH 09°55'14" EAST, 98.83 FEET; THENCE SOUTH 74°35'49" WEST, 509.60 FEET TO INTERSECT THE MEANDER LINE ON THE EAST BANK OF THE NISQUALLY RIVER AND THE POINT OF TERMINUS.

PARCEL B

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THAT PORTION OF GOVERNMENT LOT 7 IN SECTION 21, TOWNSHIP 17 NORTH, RANGE 2 EAST OF WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 1°05'18" WEST ALONG THE EAST LINE OF SAID SUBDIVISION 438.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°05'18" WEST, 344.51 FEET; THENCE SOUTH 89°06'18" WEST, 1932.49 FEET; THENCE SOUTH 09°55'14" EAST, 98.83; THENCE SOUTH 74°35'49" WEST, 509.60 TO AN INTERSECTION WITH THE MEANDER LINE ON THE EAST BANK OF THE NISQUALLY RIVER; THENCE ALONG SAID MEANDER LINE, SOUTH 08°47'46" EAST 118.51 FEET; THENCE SOUTH 06°14'24" WEST, 158.04 FEET; THENCE SOUTH 32°21'18" EAST 197.52 FEET; THENCE SOUTH 55°24'25" EAST, 76.46 FEET; THENCE LEAVING SAID MEANDER LINE NORTH 55°02'13" EAST 554.56 FEET; THENCE NORTH 58°07'31" WEST, 105.62 FEET; THENCE NORTH 89°06'18" EAST 1878.93 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION NORTH 01°05'18" WEST,

782.77 FEET; THENCE NORTH 89°08'18" EAST, 50.00 FEET; THENCE SOUTH 01°05'18" EAST, 782.77 FEET TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE SOUTH 89°08'18" WEST ALONG SAID SOUTH LINE, 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL C

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THAT PORTION OF GOVERNMENT LOTS 6 AND 7 IN SECTION 21, TOWNSHIP 17 NORTH, RANGE 2 EAST OF WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 01°05'18" WEST, 438.28 FEET; THENCE SOUTH 89°06'18" WEST, 1878.93 FEET; THENCE SOUTH 58°07'31" EAST, 105.62 FEET; THENCE SOUTH 55°02'13" WEST TO AN INTERSECTION WITH THE MEANDER LINE ON THE WEST BANK OF THE NISQUALLY RIVER; THENCE ALONG SAID MEANDER LINE SOUTH 55°24'25" EAST, 88.21 FEET; SOUTH 60°55'03" EAST, 164.89 FEET; THENCE SOUTH 38°52'14" EAST, 131.69 FEET; THENCE LEAVING SAID MEANDER LINE NORTH 62°29'36" EAST, 517.19 FEET; THENCE SOUTH 31°48'22" EAST, 144.62 FEET; THENCE NORTH 86°42'44" EAST, 1420.00 FEET TO THE POINT OF BEGINNING.

PARCEL D

THAT PORTION OF GOVERNMENT LOTS 6 AND 7 IN SECTION 21, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 86°42'44" WEST 1420.00 FEET; THENCE NORTH 31°48'22" WEST, 144.62 FEET; THENCE SOUTH 62°29'36" WEST, 517.19 FEET TO THE MEANDER LINE ON THE EAST BANK OF THE NISQUALLY RIVER; THENCE ALONG SAID MEANDER LINE SOUTH 18°49'16" EAST, 177.75 FEET; THENCE SOUTH 7°17'32" EAST, 138.25 FEET; THENCE SOUTH 16°45'47" WEST, 66.01 FEET; THENCE LEAVING SAID MEANDER LINE, NORTH 81°20'13" EAST, 553.43 FEET; THENCE SOUTH 1°05'18" EAST, 72.34 FEET; THENCE NORTH 87°38'18" EAST, 1358.90 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 6; THENCE NORTH 1°05'18" WEST, ALONG SAID EAST LINE OF GOVERNMENT LOT 6, 499.04 FEET TO THE POINT OF BEGINNING.

PARCEL E

THAT PORTION OF GOVERNMENT LOT 6 IN SECTION 21, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST OF SAID GOVERNMENT LOT 6; THENCE SOUTH 1°05'18" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 6, 499.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°38'18" WEST, 1358.90 FEET; THENCE NORTH 1°05'18" WEST, 72.34 FEET; THENCE SOUTH 81°20'13" WEST, 553.43 FEET TO THE MEANDER LINE ON THE EAST BANK OF THE NISQUALLY RIVER; THENCE ALONG SAID MEANDER

LINE SOUTH 16°45'47" WEST, 125.00 FEET; THENCE SOUTH 03°59'06" WEST, 322.65 FEET; THENCE SOUTH 22°49'53" WEST, 70.00 FEET; THENCE LEAVING SAID MEANDER LINE NORTH 81°20'13" EAST, 594.71 FEET; THENCE NORTH 89°26'22" EAST, 1358.62 FEET TO SAID EAST LINE OF GOVERNMENT LOT 6; THENCE NORTH 1°05'18" WEST ALONG SAID EAST LINE OF GOVERNMENT LOT 6, 470.32 FEET TO THE POINT OF BEGINNING.

PARCEL F

THAT PORTION OF GOVERNMENT LOT 6 IN SECTION 21, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST OF SAID GOVERNMENT LOT 6; THENCE SOUTH 1°05'18" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 6, 969.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°26'22" WEST, 1358.62 FEET; THENCE SOUTH 81°20'13" WEST, 594.71 FEET TO THE MEANDER LINE ON THE EAST BANK OF THE NISQUALLY RIVER; THENCE ALONG SAID MEANDER LINE SOUTH 22°49'53" EAST 81.42 FEET, THENCE SOUTH 28°20'42" EAST, 164.59 FEET; THENCE SOUTH 23°50'02" EAST, 42.42 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 6; THENCE NORTH 89°26'22" EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 6, 1826.22 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6; THENCE NORTH 1°05'18" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 6, 343.76 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A STAKE 1 ROD WEST OF THE CENTER OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 2 EAST OF WILLAMETTE MERIDIAN, THENCE RUNNING WEST ALONG THE NORTH BOUNDARY LINE OF GOVERNMENT LOT 5 OF SAID SECTION, 95 RODS, MORE OR LESS, TO THE MEANDER LINE ON THE EAST BANK OF THE NISQUALLY RIVER; THENCE SOUTH ALONG SAID MEANDER LINE, 16 RODS AND 13 1/2 FEET; THENCE EAST PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID LOT 5 TO A POINT 1 ROD WEST OF THE EAST BOUNDARY LINE OF SAID LOT 5; THENCE NORTH TO THE PLACE OF BEGINNING.

STATE OF WASHINGTON)
COUNTY OF Pierce)

On this day personally appeared before me FRANCO R. STONE and LINDA N. STONE, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of April, 1992.

Sharon A. Rees
NOTARY PUBLIC in and for the State of Washington, residing at 1000 1st St
My commission expires 11-28-92

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

On this 2 day of April, 1992 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donna Dickerson to me known to be the Military Department of MCHORD CREDIT UNION, the credit union that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Sharon A. Rees
Notary Public in and for the State of Washington, residing in 1000 1st St
My commission expires 11-28-92

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