

**4510187 CCRAMD**

RecFee - \$61.00 Pages: 20 - MICHAEL WYNNE  
Clark County, WA 11/18/2008 02:14



AFTER RECORDING  
RETURN TO:

Michael J. Wynne  
Attorney at Law  
1014 Franklin Street  
Vancouver, WA 98660

**Grantor:** Westridge Place Homeowners Association,  
a Washington non-profit corporation

**Grantee:** Westridge Place Homeowners Association,  
a Washington non-profit corporation

**Abbreviated Legal:** Westridge Place as recorded in Book J, page 522, Clark County Auditors File No 98042901854, Phases 3A, 4A, and 5A

**Assessors Tax Numbers:** 177496-400, 177496-402, 177496-404, 177496-406, 177496-408, 177496-410, 177496-412, 177496-414, 177496-416, 177496-418, 177496-420, 177496-422, 177496-424, 177496-426, 177496-428, 177496-430, 177496-432, 177496-434, 177496-435; 177480-032; 177480-030; 177445-000; 177480-036; 177480-026; 177480-022.

**Reference Numbers of Additional Documents:** 98042901854 and 3613462

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**ADDITIONAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
WESTRIDGE PLACE GATED COMMUNITY  
"THE GATED DECLARATION"**

THIS ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 6th day of November, 2008, by Westridge Place Homeowners Association, a Washington non-profit corporation ("Westridge Place").

## RECITALS

WHEREAS, by a vote of 67% of the membership of the Westridge Place Homeowners Association, the membership approves the following ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS that shall be known as the "Gated Declaration".

WHEREAS, this Declaration applies to Westridge Place as recorded in Book J of Plats, Page 522 Auditor's File No. 9804290185, Phases 3A, 4A and 6A, which phases are legally described in attached Exhibit "A".

## GATED DECLARATION

**Section 1.** The Property is subject to the Declaration of Covenants, Conditions and Restrictions of Westridge Place which were recorded in the deed records of Clark County, Washington under recording number 9804290185 on April 29, 1998, and recorded under recording number 3011123 on September 29, 1998. The property shall remain bound by said Declaration. It is the intent that the Gated Declaration as set forth herein supplements the Declaration for the benefit and protection of the property.

**Section 2.** This Declaration creates the Westridge Place Homeowners Association Gated Community, a sub-association of the Westridge Place Homeowners Association.

2.1 Membership. All homeowners of residential lots located in Phases 3A, 4A, 6A of Westridge Place will be members of the Gated Community.

2.2 The Gated Community will be governed by an elected three member Board of Directors. Each Director will be elected for a two-year term of office on an alternate year schedule. For the first election, one Director will be elected for a three year term, and

two Directors will be elected for a two year term. One Director of the Gated Community will also be a Director of the Westridge Place HOA.

2.3 The Gated Community Board of Directors will have management authority for day to day activities as delineated by this document and the By-laws of the Gated Community.

2.4 In the event that the Gated Community Board of Directors fails to function either through vacancies or neglect, the Board of Directors of the Westridge Place Homeowners Association shall have the authority to step in and manage these CC&R's until a new Board of Directors can be elected.

2.5 The Gated Community will have independent financial control and responsibility for the costs associated with maintenance, management and capital upkeep of the Gated Community common areas, gates, roads, street lights, etc.

2.6 The Westridge Place Homeowners Association will be responsible for the physical storm water retention system and wetlands when appropriately needed.

2.7 All costs associated with the Westridge Place Gated Community shall be the sole responsibility of the residential lot owners in Phases 3A, 4A, 6A of Westridge Place.

2.8 The Gated Community Board of Directors shall have the Authority to assess a special assessment to cover budget short falls and immediate capital expenditures to maintain the common areas and amenities of the Gated Community by a majority vote of the Board of Directors. Expenditures to improve common areas must be approved by a majority of the Gated Community membership.

2.9 The annual budget must be approved by a majority of the Gated Community Homeowners.

2.10 Any disputes between the Westridge Place Homeowners Association and the Gated Community HOA will be resolved by binding arbitration. The prevailing party will be able to recover reasonable arbitration costs from the losing party.

2.11 Any disputes between the Gated Community HOA Board of Directors or the ACC and a homeowner, will be resolved by binding arbitration. The prevailing party will be able to recover reasonable arbitration costs from the losing party.

**Section 3. ADDITIONAL RESTRICTIVE COVENANTS.** It is intended that the following covenants be in addition to and be more restrictive than those set forth in the Declaration in their application to the property referenced in this section. In the event of any conflict between the declaration and the Covenants set forth in this section, the Covenants set forth in this section shall prevail.

3.1 With respect to all Lots in the Gated Community (Phases 3A, 4A, 6A of Westridge Place), the following covenants shall apply in addition to all provisions of the declaration. References herein to the Homeowners Association shall mean the Westridge Place Homeowners Association as Described in the Declaration. References herein to the ACC shall mean the Architectural Control Committee as Described in the Declaration. The following covenants will not create an ACC committee separated from the already existing ACC committee for Westridge Place HOA.

3.2 **Flagpoles.** Flag poles are only allowed as pillar mounted flag holders, or as a permanent flag pole allowed by state or federal law, as approved by the ACC. Only the United States "stars and stripes" will be permitted for continuous display.

- 3.3 Garage Sales. There shall be no private property or garage sales on any lot except for the Annual Community Garage Sale as Approved by the Main Board of Directors of the Westridge Place Homeowners Association.
- 3.4 Trash. All trash containers, including recycling containers, shall be placed out no sooner than the previous evening prior to pickup and removed no later than 12 hours after pickup. Storage of trash containers shall not be visible from the street or adjacent neighboring lots.
- 3.5 Vehicles Sales. No motor vehicles for sale shall be parked on the streets within or in front of any phase of Westridge Place.
- 3.6 Roofing. Roofing materials shall be lifetime warranty architectural composition roofs, GAF Country mansion, Certainteed Grand Manor/Carriage House, or equal or better in quality and appearance, as approved at the sole discretion of the Westridge ACC. Tile is acceptable with approval of the Westridge ACC. All roofs shall use ridge vents as apposed to conventional vents.
- 3.7 Fencing. All fencing materials, when side, rear and returns are planted with hedge materials shall have an internal chain link fence four feet in height to provide a block until hedge materials mature of the fence. The fence shall remain a permanent fixture. The fence shall be installed on the sides and rear lines prior to framing and the balance completed prior to completion of the residence. Cost will be shared responsibility of the home owners. All side yard and rear yard fencing shall be hedge material and shall be approved by the Westridge ACC. All fencing shrubs shall have a watering system. Any damaged, dead or dying shrubs must be replaced with like shrubs immediately. Fencing for rear yards of lots adjacent to other non-gated phases of Westridge Place will be the shared responsibility of the homeowners and shall be vinyl, as approved by the ACC.

3.7.1 Hedges must be trimmed and kept trimmed to between six-foot and seven-foot height for side yards and returns, as well as for rear hedges along open spaces. Hedge species must be approved by the Westridge ACC. No invasive type plants are permitted. The Gated Community will be responsible for open space side maintenance and trimming.

3.7.2 All fencing will be black vinyl clad chain link and must be submitted to the ACC for approval. Submittals must be fully dimensioned to scale, and on paper no larger than 11" X 17" and no smaller than 8 ½" X 11". All materials must be completely identified with appropriate color chip/samples for approval.

3.8 Security. It is understood and agreed that the security of the gated area is of maximum importance to homeowners and is part of the reason for their investment and shall be guarded and protected by all Gated Community residents for their own benefit, and the benefit of each other. All residence shall have the approved direct connection to the entry gates.

3.8.1 The cost of connection is the sole responsibility of the homeowner and the homeowner's contractor. Neither the Westridge Place HOA nor Gated Community members shall be liable to the homeowner or their contractor. The Homeowner shall be responsible for repair of any damage to the system caused by them or their contractors.

3.8.2 No codes may be given to anyone other than those that reside at the residence located within the Gated Community.

3.8.3 No access for realtors, construction contractors, subcontractors, tradesmen, and agents shall be allowed by releasing codes or access information. All entrants shall be admitted by the respective builder/resident who shall have personal responsibility for

their actions. No construction shall take place on any Federal or State Holiday and not before 7:00 am or after 6:00 pm Monday through Friday. No construction is allowed on Saturday or Sunday.

3.8.4 Any breach of the Security Provisions herein will be subject to a fine as established and published by the Gated Community Board of Directors. Such fines may include actual costs to repair, labor costs, reprogramming costs, administration and legal fees, and additional administrative fines. Any fines/costs assessed for any damage or breach of security shall become a lien on the respecting offending homeowner's Lot.

3.9 Assessments. HOA assessments for the Gated Lots shall be divided into two parts.

3.9.1 The base amount plus increases as outlined in Article IV of the Declaration, plus an additional assessment of \$500.00 per year, and may increase up to 6% per year thereafter as bylaws allow.

3.9.1.1 The base dues amount will go to the Westridge Place HOA for maintenance of HOA common areas such as the front entrance.

3.9.1.2 The subsequent amount will be used solely for Gated Community expenses as determined by the Gated Community Board of Directors and Approved by the Gated Community homeowners.

3.9.2 The first year of occupancy will be prorated against the number of months remaining in the calendar year, beginning on the next full month after the occupancy permit for the home is received.

3.9.3 Dues assessments are due on January 1 of each year and will be considered late on February 1.

3.9.4 Beginning January 1, 2010, unimproved lots will be subject to full dues and special assessments.

3.10 Construction. New home construction must be approved by the Westridge ACC prior to beginning construction. All proposed homes must appraise for a minimum of \$500,000 without the land or landscaping. Appraisals may be contested by the ACC and ask the homeowner to obtain an independent appraisal acceptable to the ACC. In general, all homes are to be designed to be consistent with the design and style of the home currently in the Gated Community, in the opinion of the ACC.

3.11 Landscaping. All landscaping must be completed prior to occupancy. All lots shall keep landscaping maintained to professional levels with grass and plant materials watered and fertilized year round as needed to keep vegetation green and healthy unless prevented by law. Each lot shall plant one minimum size 3.5 inch diameter 15' foot tall tree for each 3,000 square feet of lot area or portion thereof; and two of these trees shall be evergreens. All landscaping plans showing type and location of plantings must be approved by the ACC.

3.12 Storage. There shall be no storage of automobiles, sports equipment, boats or any other vehicle or object, overnight (12:00 am to 6:00 am) or long term in any driveways or on any other parts of a residential lot. There shall be no parking on the street between 12:00 am and 6:00 am. The east sides of the streets are posted no parking at anytime. Parking under a porticus is permissible. The Board will put a process in place where Guests can leave their cars in the driveway overnight with pre-approval.

3.13 Fireworks. No fireworks are allowed in the Gated Community.

- 3.14 Pets. All pets must be under the control of the respective resident at all times, and not be allowed to soil with wastes any of the common areas or other lots or open spaces. No pets shall be sequestered in areas that allow any offensive odors or inappropriate noise from pedestrian traffic on common walkways.
- 3.15 Security Systems. The homeowner is responsible for the care and maintenance of monitored systems. More than three false alarms in a 12 month period may result in a requirement to be disconnected. The HOA shall incur no liability to the homeowner as a result of this action.
- 3.16 Signage. No signage shall be posted in any place in the gated area for any advertising other than a real estate window sign not to exceed 18"x 24" in size unless expressly authorized in writing by the Board of Directors of the gated area.
- 3.17 Setbacks. Side yard setbacks for all lots shall be a minimum of ten (10) feet. Front yard setbacks shall be thirty (30) feet, unless approved by the ACC and the City of Vancouver.
- 3.18 Height Limitations. The height of all homes on lots bordering the east boundary of Westridge Place shall not exceed three (3) stories from street elevation.
- 3.19 Exterior maintenance. All exterior maintenance shall be kept current and shall be attended to at the request of the ACC or, in its discretion (with oversight from the Board), the ACC shall direct any excessive deferred maintenance be completed by contractors and charged to the homeowner. All yards must be kept free of items not normal for a finished landscaped yard. No trash or debris or excessive weeds shall be allowed to accumulate on any lot.

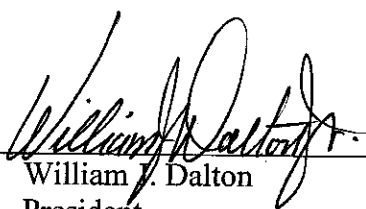
- 3.20 Noise. No loud or excessive noise shall be permitted from any residential lot or common area to be heard from any other lot in the community inclusive of automobiles.
- 3.21 Exterior Lighting. All exterior lighting shall be approved by the ACC, and subject to adjustment upon completion. Such approval is relevant to the location and function of screening.
- 3.22 External Fixtures. All satellite dishes and other appliances or attachments affixed to the exterior of any structure must be approved in advance by the ACC. Approval will be based on the location and functionality of the screening. Satellite dishes shall not exceed one meter in diameter or diagonal measurement.
- 3.23 Wiring. All homes constructed on the Lots of the gated community must have structured wiring homerun panel, inclusive of category 5 wiring within the home, as well as access provisions for the gates. Cost of installation of fiber optic and equipment are the responsibility of the homeowner.
- 3.24 External buildings and equipment. External buildings, play equipment and all other structures must be approved by the ACC in advance for location, size and color. Structures must have the same architectural design and color as the main residence.
- 3.24.1 No basketball, skateboard ramps or any other sports equipment will be allowed on streets or within ten (10) feet of said streets, sidewalks or other common areas unless provided as a part of the development; provided however, that common forms of transportation such as bicycles shall be allowed. Any continuous noise deemed to be a nuisance to other Owners shall cease upon notice from the Westridge Board of Directors. No curbing or other development attributes shall be used for skateboarding. No sports may be played in the streets.

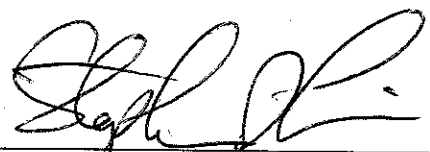
3.25 Mediated Settlement. The Westridge Place HOA has entered into a mediated settlement with the Developer regarding access to and from his property through the Gated Area. The Westridge Place HOA Board of Directors, in conjunction with the Gated Community Board of Directors shall monitor compliance to that agreement for as long as the agreement is in effect. The Board shall determine how to address continuance and non-conformance to the agreement per the terms of the agreement.

3.27 Violations of Covenants. The Gated Community Board of Directors shall have the power to adopt and levy fines for violations of these covenants if said violation is not cured by the homeowner or occupant of any lot immediately upon receipt of notice of the violation from the Board, or upon such time schedule as the Board shall determine. This fine schedule is only effective upon publication to the homeowners.

IN WITNESS WHEREOF, the undersigned being the President and Secretary of the Westridge Place Homeowners Association, as approved by 67% of the membership at a meeting called for the purpose of approving these CC&R's.

DATED THIS 10th DAY OF NOVEMBER, 2008.

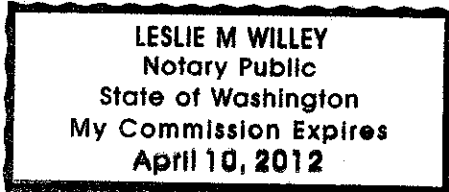
By:   
William J. Dalton  
President

By:   
~~Stephen Liss~~ **STEPHEN I. LISS** (SL)  
Secretary

STATE OF WASHINGTON )  
 ) :ss  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that **William J. Dalton** the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of **WESTRIDGE PLACE HOMEOWNERS ASSOCIATION**, a non profit corporation formed under the laws of the State of Washington to be the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 10<sup>th</sup> day of November, 2008.

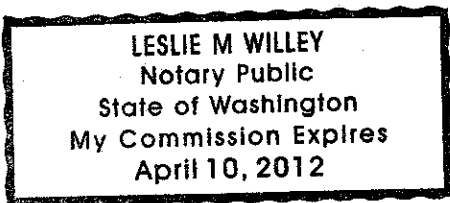


Leslie M. Willey  
NOTARY PUBLIC in and for the State of  
Washington, residing at Ridgefield, WA  
My Commission Expires: 4-10-12

STATE OF WASHINGTON )  
 ) :ss  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that **Stephen Liss** the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Secretary of **WESTRIDGE PLACE HOMEOWNERS ASSOCIATION**, a non profit corporation formed under the laws of the State of Washington to be the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 10<sup>th</sup> day of November, 2008.



Leslie M Willey  
NOTARY PUBLIC in and for the State of  
Washington, residing at Ridgefield, WA  
My Commission Expires: 4-10-12

LEGAL DESCRIPTION FOR WESTRIDGE 3A  
Revised Perimeter Legal Description

February 6, 2003

A parcel of property in Section 32, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington described as follows:

BEGINNING at the Northeast corner of the W.S. Bennington D.L.C., said point being the Southeast corner of Westridge Place Phase 3, a subdivision recorded in Book 310 of Plats at Page 653, Clark County records;

THENCE along the East line of said Phase 3 the following courses and distances:

THENCE North  $01^{\circ} 22' 19''$  East 134.76 feet;

THENCE South  $88^{\circ} 37' 41''$  East 35.32 feet;

THENCE North  $09^{\circ} 05' 03''$  West 30.10 feet;

THENCE North  $40^{\circ} 41' 23''$  East 260.94 feet;

THENCE North  $11^{\circ} 09' 36''$  East 58.65 feet;

THENCE North  $75^{\circ} 44' 34''$  West 35.08 feet;

THENCE North  $10^{\circ} 21' 23''$  East 259.97 feet to the South line of Westridge Place 4, a subdivision recorded under Book 310 of Plats at Page 901, records of Clark County;

THENCE North  $88^{\circ} 49' 07''$  East along said South line 122.62 feet to the Southeast corner of said Westridge Place Phase 4;

THENCE North  $18^{\circ} 21' 45''$  East along the East line of said Westridge Phase 4 a distance of 200.93 feet;

THENCE South  $71^{\circ} 17' 35''$  East 129.90 feet;

EXHIBIT A

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THENCE North  $18^{\circ} 28' 06''$  East 53.54 feet to a 50.00 foot radius curve to the left;

THENCE around said 50.00 foot radius curve to the left 4.91 feet;

THENCE South  $77^{\circ} 09' 14''$  East 40.00 feet;

THENCE South  $72^{\circ} 11' 21''$  East 184.19 feet to a point on the centerline of a drainage way, said point being the West line of that tract conveyed to One Pacific Corporation by deed recorded in Auditor's File No. 3423702;

THENCE along said West line the following courses and distances:

THENCE South  $28^{\circ} 36' 37''$  West 13.38 feet;

THENCE South  $15^{\circ} 15' 02''$  West 4.11 feet;

THENCE South  $24^{\circ} 01' 43''$  West 91.16 feet;

THENCE South  $11^{\circ} 19' 20''$  West 102.48 feet;

THENCE South  $15^{\circ} 50' 12''$  West 120.49 feet;

THENCE South  $25^{\circ} 45' 34''$  West 65.33 feet;

THENCE South  $20^{\circ} 52' 57''$  West 147.03 feet;

THENCE South  $30^{\circ} 18' 36''$  West 71.23 feet;

THENCE South  $25^{\circ} 12' 25''$  West 1.33 feet;

THENCE South  $25^{\circ} 12' 25''$  West leaving said West line 95.70 feet;

THENCE South  $32^{\circ} 04' 08''$  West 105.82 feet;

THENCE South  $31^{\circ} 42' 19''$  West 33.99 feet;

THENCE South 01° 22' 19" West 60.08 feet;

THENCE North 88° 07' 46" West 29.28 feet;

THENCE South 35° 08' 48" West 120.57 feet;

THENCE South 63° 39' 35" West 59.92 feet;

THENCE South 51° 57' 44" West 85.75 feet;

THENCE South 32° 50' 00" West 427.44 feet to the East line of said W.S. Bennington  
D.L.C.;

THENCE North 01° 22' 44" East along said East line 550.69 feet to the POINT OF  
BEGINNING.

EXCEPT: that parcel conveyed to the City of Vancouver by deed recorded under  
Auditor's File No. 3050972, Clark County records.

EXHIBIT A

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**LEGAL DESCRIPTION FOR WESTRIDGE 4A**

March 30, 2004

A parcel of property in Section 32, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

**COMMENCING** at the Northeast corner of the Northwest quarter of said Section 32;

**THENCE** South  $01^{\circ} 18' 42''$  West along the East line of said Northwest quarter 466.62 feet to the most Easterly Northeast corner of that tract conveyed to Marilee J. Thompson by deed recorded under Auditor's File No. 9706040283, Clark County records;

**THENCE** South  $01^{\circ} 18' 42''$  West along the East line of said Thompson tract 343.10 feet to the North line of Country Ridge 2, a subdivision recorded in Book H of plats at Page 264, Clark County records;

**THENCE** South  $88^{\circ} 54' 59''$  East along the North line of said Country Ridge 2 a distance of 268.98 to the Northeast corner thereof;

**THENCE** South  $01^{\circ} 18' 42''$  West along the East line of said Country Ridge 2 a distance of 1004.55 feet to the TRUE POINT OF BEGINNING;

**THENCE** South  $01^{\circ} 18' 42''$  West along said East line 909.30 feet;

**THENCE** North  $88^{\circ} 07' 46''$  West 530.00 feet;

**THENCE** South  $01^{\circ} 22' 19''$  West 526.54 feet to the Southerly line of that tract conveyed to One Pacific by deed recorded under Auditor's File No. 9808070437, Clark County records;

**THENCE** South  $53^{\circ} 02' 27''$  West along said Southerly line 355.19 feet to an angle point on said Southerly line;

**THENCE** North  $88^{\circ} 38' 31''$  West along said Southerly line 160.09 feet to the Southwest corner thereof, said point lying on the East line of the W. S. Bennington D.L.C.;

**THENCE** North  $01^{\circ} 22' 44''$  East along said East line 200.00 feet to the most Southerly corner of Westridge Place Phase 3A, a subdivision recorded under Book 311 of Plats at Page 57, Clark County records;

**THENCE** along the Easterly line of said Westridge Place Phase 3A the following courses and distances:

**THENCE** North  $32^{\circ} 50' 00''$  East 427.44 feet;

**THENCE** North  $51^{\circ} 57' 44''$  East 85.75 feet;

**THENCE** North  $63^{\circ} 39' 35''$  East 59.92 feet;

EXHIBIT A

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THENCE North 35° 08' 48" East 120.57 feet;

THENCE South 88° 07' 46" East 29.28 feet;

THENCE North 01° 22' 19" East 60.08 feet;

THENCE North 31° 42' 19" East 33.99 feet;

THENCE North 32° 04' 08" East 105.82 feet;

THENCE North 25° 12' 25" East 97.03 feet;

THENCE North 30° 18' 36" East 71.23 feet;

THENCE North 20° 52' 57" East 140.08 feet;

THENCE South 70° 36' 41" East, leaving said Easterly line, 92.93 feet;

THENCE North 22° 04' 14" East 502.23 feet to a point which bears North 88° 41' 18" West from the TRUE POINT OF BEGINNING;

THENCE South 88° 41' 18" East 71.48 feet to the TRUE POINT OF BEGINNING.

Containing 10.73 acres, more or less.

LEGAL DESCRIPTION FOR WESTRIDGE 6A

August 12, 2004

A parcel of property in the North half of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the Northeast corner of the Northwest quarter of said Section 32;

THENCE South  $01^{\circ} 18' 42''$  West along the East line of said Northwest quarter 466.62 feet to the most Easterly Northeast corner of that tract conveyed to Marilee J. Thompson by deed recorded under Auditor's File No. 9706040283, Clark County records;

THENCE South  $01^{\circ} 18' 42''$  West along the East line of said Thompson tract 343.10 feet to the North line of Country Ridge 2, a subdivision recorded in Book H of plats at Page 264, Clark County records, said point being the TRUE POINT OF BEGINNING;

THENCE South  $88^{\circ} 54' 59''$  East along the North line of said Country Ridge 2 a distance of 268.98 to the Northeast corner thereof;

THENCE South  $01^{\circ} 18' 42''$  West along the East line of said Country Ridge 2 a distance of 1004.55 feet;

THENCE North  $88^{\circ} 41' 18''$  West 71.48 feet;

THENCE South  $22^{\circ} 04' 14''$  West 502.23 feet;

THENCE North  $70^{\circ} 36' 41''$  West 92.93 feet to the Easterly line of Westridge Place 3A, a subdivision recorded in Book 311 of Plats at Page 57, Clark County records;

THENCE Northerly along said Easterly line the following courses and distances:

THENCE North  $20^{\circ} 52' 57''$  East 6.95 feet;

THENCE North  $25^{\circ} 45' 34''$  East 65.33 feet;

THENCE North  $15^{\circ} 50' 12''$  East 120.49 feet;

THENCE North  $11^{\circ} 19' 20''$  East 102.48 feet;

THENCE North  $24^{\circ} 01' 43''$  East 91.16 feet;

THENCE North  $15^{\circ} 15' 02''$  East 4.11 feet;

EXHIBIT A

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THENCE North  $28^{\circ} 36' 37''$  East 13.38 feet to the Northeast corner thereof;

THENCE along the North line of said Westridge Place Phase 3A the following courses and distances:

THENCE North  $72^{\circ} 11' 21''$  West 184.19 feet;

THENCE North  $77^{\circ} 09' 14''$  West 40.00 feet to a non-tangent 50.00 foot radius curve to the right with a tangent bearing into said curve of South  $12^{\circ} 50' 40''$  West at this point;

THENCE around said 50.00 foot radius curve to the right 4.91 feet;

THENCE South  $18^{\circ} 28' 06''$  West 53.54 feet;

THENCE North  $71^{\circ} 17' 35''$  West 129.90 feet to the East line of Westridge Place, Phase 4, a subdivision recorded in Book 310 of Plats at Page 901, Clark County records;

THENCE along said East line of Westridge Place, Phase 4 the following courses and distances:

THENCE North  $18^{\circ} 21' 45''$  East 33.64 feet;

THENCE North  $15^{\circ} 09' 31''$  East 15.48 feet;

THENCE North  $13^{\circ} 51' 59''$  East 86.56 feet;

THENCE North  $13^{\circ} 02' 23''$  East 388.23 feet;

THENCE North  $14^{\circ} 33' 04''$  East 41.88 feet to the Southeast corner of Westridge Place, Phase 5;

THENCE along the East line of said Westridge Place, Phase 5 the following courses and distances:

THENCE North  $14^{\circ} 33' 04''$  East 28.36 feet;

THENCE North  $05^{\circ} 15' 12''$  East 107.40 feet;

THENCE North  $09^{\circ} 52' 10''$  West 95.47 feet;

THENCE North  $01^{\circ} 06' 01''$  East along said East line and the Northerly extension thereof 102.48 feet to the Easterly extension of the North line of Lot 5 of said Westridge Place, Phase 5;

THENCE North  $07^{\circ} 28' 36''$  East 90.00 feet to a non-tangent 50.00 foot radius curve to the right, which has a tangent bearing of South  $89^{\circ} 28' 25''$  East into said curve at this point;

THENCE around said 50.00 foot radius curve to the right 24.55 feet;

THENCE South  $61^{\circ} 20' 32''$  East 94.18 feet;

THENCE North  $28^{\circ} 39' 28''$  East 40.00 feet to a non-tangent 90.00 foot radius curve to the right, which has a tangent bearing of South  $61^{\circ} 20' 32''$  East into said curve at this point;

THENCE around said 90.00 foot radius curve to the right 15.00 feet to a point which bears South  $33^{\circ} 50' 37''$  West from the TRUE POINT OF BEGINNING;

THENCE North  $33^{\circ} 50' 37''$  East 78.08 feet to the TRUE POINT OF BEGINNING.

Containing 12.32 acres, more or less.