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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

**ISSUED BY**  
Fidelity National Title Insurance Company

Kittitas County CDS

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

**Issuing Agent: AmeriTitle, LLC**  
**Issuing Office: 503 N Pearl St., Ste. 101, Ellensburg, WA 98926**  
**Loan Number:**  
**Issuing Office File Number: 1070854**  
**Property Address: 1190 Sunlight Dr., Cle Elum, WA 98922**  
**Commitment No.: Listing**

1. **Commitment Date:** April 6, 2026 at 7:30 A.M

2. **Policy to be issued:**

(a) **2021 ALTA® Owner's Policy**       **Standard**       **Extended**  
**Amount:**  
**Premium:**      \$0.00

**Endorsements:**  
**Proposed Insured:**

**Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below**

(b) **2021 ALTA® Loan Policy**       **Standard**       **Extended**  
**Amount:**  
**Premium:**      \$0.00

**Endorsements:**

**Proposed Insured:**

3. **The estate or interest in the Land at the Commitment Date is:**

**Fee Simple**

4. **The Title is, at the Commitment Date, vested in:**

**Billy Ray Helveston and Peggy Helveston, a married couple, who took title as Billy Ray Helveston, an unmarried individual and Peggy Holmer, an unmarried individual**

5. **The Land is described as follows:**

**See attached Exhibit 'A'**

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ALTA Commitment for Title Insurance (7-1-21)

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File No.: 1070854

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART I**

**ISSUED BY**  
**Fidelity National Title Insurance Company**

**REQUIREMENTS:**

File Number: 1070854

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.

To prevent errors and to be certain that the proper parcel of Land will appear on the documents and on the policy of title insurance, we require verification of the legal description used for this commitment.

6. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Lot 3, Block G, SUNLIGHT WATERS, DIVISION II, Book 5 of Plats, pages 20-21, AND ptn Parcel 2 Book 12 of Surveys, page 31, ptn of S Half of Section 24, Township 19N, Range 16E, W.M.
7. All documents recorded after December 31, 1996 must comply with the "Document Standardization Bill", a summary of which is available on request. Failure to comply with the bill will result in the County Auditor refusing to record document(s) without a specialized cover sheet and an extra \$50.00 recording fee.

**Format:**

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger and paper size of no more than 8 1/2" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information must appear on the first page:

Title or title of document. If assignment or reconveyance reference to auditor's file number of subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any. Abbreviated legal description (lot, block, plat name or section, township, range and quarter section for unplatted).

Assessor's tax parcel number(s).

Return address which may appear in the upper left.

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8. Additional Requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the company.
9. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
10. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation of a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. Once the final proposed insured is determined, a general index search will be performed and this report will be updated to reflect any matters disclosed by said search.

**NOTES:**

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
- B. This Company reserves the right to add additional requirements and exceptions, as the details of this transaction are disclosed to, or become known by the Company.
- C. In the event that the contemplated transaction for which a Real Estate Report is required to be submitted to the US Department of Treasury Financial Crimes Enforcement Network ("FinCEN Report"), then the parties to transaction (Seller(s) and Buyer(s)) shall no later than the closing, provide to the Company the information and documentation necessary to enable the Company to complete the FinCEN Report. Such information and documentation include full legal name, date of birth, residential address, and the IRS taxpayer identification number of the beneficial owners of the Buyer(s), as further defined and described in Section 1031.320 of Chapter 31 of the Code of Federal Regulations ("Code")

NOTE: The FinCEN Report requires certain residential real estate transaction purchased with all cash or without institutional lender financing, where at least one buyer/transferee is a legal entity to be reported to the United States Treasury Department's Financial Crimes Enforcement Network. If the required information is not timely provided to the Company, the Company may elect to withdraw as the settlement company or otherwise be involved in the transaction.

If AmeriTitle, LLC is not acting as a "Reporting Person" under the FinCEN rule for this transaction, where said company is not performing any escrow or settlement functions, responsibility for compliance with FinCEN reporting requirements lies with the party designated as the Reporting Person under the rule, which may include the settlement agent, escrow agent, or other party facilitating the closing.

- D. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.
- E. According to the available County Assessor's Office records or information provided to the company, the purported address of said Land is:  
  
1190 Sunlight Dr., Cle Elum, WA 98922
- F. In order to expedite recording for our clients, we E-Record whenever possible. There is an additional charge of \$5.43 per document when E-Recording.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART II**

**ISSUED BY Fidelity National Title Insurance Company**

**EXCEPTIONS:**

**File Number: 1070854**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
6. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
7. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
8. Unpatented mining claims, and all rights relating thereto; reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
9. Water rights, claims or title to water.
10. Lien of real estate excise sales tax upon any sale of the Land, if unpaid. Forms can be obtained on the Department of Revenue website <https://dor.wa.gov/forms-publications/forms-subject/real-estate-excise-tax-forms>.

Any questions regarding the applicability or calculation of the excise tax should be directed to the Kittitas County Treasurer <https://www.co.kittitas.wa.us/treasurer/default.aspx>.

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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11. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: <http://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.

Tax Year: 2026  
Tax Type: County  
Total Annual Tax: \$1,929.56  
Tax ID #: 367434  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$964.78  
First Installment Status: Due  
First Installment Due/Paid Date: April 30, 2026  
Second Installment: \$964.78  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026  
Tax Type: County  
Total Annual Tax: \$429.29  
Tax ID #: 333136  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$214.65  
First Installment Status: Due  
First Installment Due/Paid Date: April 30, 2026  
Second Installment: \$214.64  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2026

12. Liens, levies and assessments of the Sunlight Waters Country Club.
13. Liens, levies and assessments of the Kittitas County Water District 7.
14. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. [208267](#), no search having been made therefore.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

15. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Power & Light Company, a corporation  
Purpose: Electric transmission and distribution line  
Recorded: April \_\_, 1926  
Instrument No.: [82660](#)  
Book 43 of Deeds, Page 492  
Affects: Northeast Quarter of the Southwest Quarter and the North Half of the Northwest Quarter of the Southeast Quarter and the East Half of the Northwest Quarter of Section 24

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16. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Cascade Lumber Company.

Recorded: October 22, 1926  
Instrument No.: [83949](#), in Book 45 of Deeds, page 11

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: Puget Sound Power & Light Company, a corporation  
Purpose: Electric transmission and distribution line  
Recorded: October 15, 1940  
Instrument No.: [157039](#)  
Book 62 of Deeds, Page 551

Affects: Southwest Quarter of the Southeast Quarter and South Half of the Northwest Quarter of the Southeast Quarter of Section 24, and Northeast Quarter of Section 25

18. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: November 25, 1968  
Instrument No.: [351237](#), in Volume 131, page 372

Modification(s) of said covenants, conditions and restrictions

Recorded: December 5, 1969  
Instrument No: [358426](#), Volume 130 of Deeds, page 684, and Volume 131 of Deeds, page 372

Further modifications of said covenants, conditions and restrictions

Recorded: September 13, 2018  
Instrument No.: [201809130013](#)

Certificate of Rescission of 2018 Amendment to the Declaration of Covenants and Restrictions of Sunlight Waters

Recorded: December 26, 2024  
Instrument No.: [202412260040](#)

19. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: December 21, 1993  
Instrument No.: [566331](#), in Volume 349, page 1501

Said Document was re-recorded March 7, 1994, in Volume 352, page 191, under Auditor's File No.: [568588](#).

Said Declarations describe only Division I of Sunlight Waters; however, it is presumed that the intent was to affect all divisions of Sunlight Waters. The re-recorded copy of said declaration includes a statement that "...[566331](#) supersede the former Declaration of Covenants and Restrictions AF# [351237](#) & [358426](#)"

20. The provisions contained in Plat of Sunlight Waters II,

Recorded: June 4, 1969,  
Instrument No.: [Book 5 of Plats, pages 20 and 21](#)

As follows: Reservations, restrictions, covenants, recital, easements, notes contained thereon and dedication thereon.

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27. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Recorded: December 23, 2025  
Book: 47 of Surveys Page: 154  
Instrument No.: [202512230007](#)  
Matters shown:  
a) Location of fence lines in relation to property boundaries  
b) Garage & driveway encroachment  
c) Notes contained thereon

**END OF SCHEDULE B**

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21. Agreement and the terms and conditions contained therein  
 Between: Sunlight Waters Country Club, Inc.  
 And: Property owners  
 Purpose: Declaring that all waters and the water system owned by Sunlight Waters Country Club, Inc., are owned for the sole and exclusive use of said club and the owners/contract purchasers of all lots within the Plat of Sunlight Waters II and Sunlight Waters III  
 Recorded: September 27, 1983  
 Instrument No.: [474219](#)
- Said water system was conveyed to Kittitas County Water District #7 by instrument recorded September 20, 2000 under Auditor's File No. [200009200047](#), which instrument was amended and re-recorded on November 15, 2000 under Auditor's File No. [200011150024](#).
22. Agreement and the terms and conditions contained therein  
 Between: Sunlight Waters Country Club  
 And: Property owners  
 Purpose: Declaring a proposed By-Law issue adopted and incorporated into the By-Laws as Article IX, in Section 5, be ratified. All persons who have a water hook-up and have not paid, are subject to this charge and a monthly maintenance fee.  
 Recorded: June 13, 1991  
 Instrument No.: [540051](#)
23. Sunlight Waters Country Club, Inc. Amended By-Laws, recorded August 2, 2013, under Kittitas County Auditor's File No. [201308020027](#), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
24. Sunlight Waters Country Club Inc. Bylaws, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
 Recorded: June 21, 2016  
 Instrument No.: [201606210015](#)
25. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
 Recorded: September 13, 2021  
 Instrument No.: [202109130087](#)
26. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
 Amount: \$145,036.00  
 Trustor/Grantor: Billy R. Helveston and Peggy K. Holmer, who acquired title as Billy Ray Helveston and Peggy Holmer, both unmarried individuals  
 Trustee: AmeriTitle  
 Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Homestreet Bank, a Washington state chartered savings bank  
 Dated: May 19, 2011  
 Recorded: May 31, 2011  
 Instrument No.: [201105310065](#)  
 Affects: A portion of said premises

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EXHIBIT 'A'

File No. 1070854

Lot 3, Block G, SUNLIGHT WATERS, DIVISION II, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 5 of Plats, pages 20 and 21, records of said County.

AND

That portion of Parcel 2 of that certain survey recorded September 12, 1983, in Book 12 of Surveys, page 31, under Auditor's File No. 473578, being a portion of the South Half of Section 24, Township 19 North, Range 16 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

Beginning at the most Northerly corner of said Parcel 2; thence running South 44°03'12" West along the Northwesterly boundary line of said Parcel 2, 244 feet to the true point of beginning; thence running North 44°03'12" East along the Northwesterly boundary line of said Parcel 2, 244 feet to the most Northerly corner of said Parcel 2; thence South 61°05'43" East along the Northeasterly boundary line of said Parcel 2, 253.99 feet; thence Southwesterly on a line drawn perpendicular to the Northeasterly boundary line of said Parcel 2, 201.5 feet; thence Northwesterly 344 feet more or less, to the true point of beginning.

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