

 <b>First American Title™</b>	<b>Subdivision Guarantee</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Guarantee</b>	GUARANTEE NUMBER <b>5003353-0009688e</b>

KITTITAS CO CDS  
RECEIVED  
09/08/2025

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
a Nebraska corporation, herein called the Company

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**First American Title Insurance Company**



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

For Reference:

**File #:** 1014598

**Policy #:** 5003353-0009688e

Issued By:

**AmeriTitle, LLC**

503 N Pearl St., Ste 101  
Ellensburg, WA 98926

This jacket was created electronically and constitutes an original document

**SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE**

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

**GUARANTEE CONDITIONS AND STIPULATIONS**

**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

**2. Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

**3. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party,

notwithstanding the nature of any allegation in such action or proceeding.

**4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. Proof of Loss or Damage.**

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

**7. Determination and Extent of Liability.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and

Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. Liability Limited to This Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707** [Claims.NIC@firstam.com](mailto:Claims.NIC@firstam.com) Phone: 888-632-1642 Fax: 877-804-7606



*First American Title*<sup>™</sup>

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

# Schedule A

GUARANTEE NUMBER

**5003353-0009688e**

Order No.: 1014598

Liability: \$1,000.00

Fee: \$500.00

Tax: \$41.50

Name of Assured: Suncadia Resort LLC

Date of Guarantee: July 24, 2025

The assurances referred to on the face page hereof are:

1. Title is vested in:

Suncadia Resort LLC, a Delaware limited liability company

2. That, according to the Public Records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee:

- A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
- B. Water rights, claims or title to water.
- C. Tax Deeds to the State of Washington.
- D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it..

Countersigned By:

*Kami Sinclair*

Authorized Signatory

 <b>First American Title™</b>	<b>Subdivision Guarantee</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule B</b>	GUARANTEE NUMBER <b>5003353-0009688e</b>

File No.: 1014598

**RECORD MATTERS**

1. 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
2. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. 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: 2025  
Tax Type: County  
Total Annual Tax: \$2,870.83  
Tax ID #: 963091  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,435.42  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,435.41  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,891.84  
Tax ID #: 963092  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,445.92  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,445.92  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,870.83  
Tax ID #: 963093  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,435.42  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,435.41  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,807.80  
Tax ID #: 963094  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,430.90  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,430.90  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,818.31  
Tax ID #: 963095  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,409.16  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,409.15  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,860.33  
Tax ID #: 963096  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,430.17  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,430.16  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,828.81  
Tax ID #: 963097  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,414.41  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,414.40  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,818.31  
Tax ID #: 963098  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,409.16  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,409.15  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,860.33  
Tax ID #: 963099  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,430.17  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,430.16  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,860.33  
Tax ID #: 963100  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,430.17  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,430.16  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,902.35  
Tax ID #: 963101  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,451.18  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,451.17  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,849.82  
Tax ID #: 963102  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,424.91  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,424.91  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,425.93  
Tax ID #: 963103  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,212.97  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,212.96  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,467.95  
Tax ID #: 963104  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,233.98  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,233.97  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,572.99  
Tax ID #: 963105  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,286.50  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,286.49  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,965.38  
Tax ID #: 963106  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,482.69  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,482.69  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$2,870.83  
Tax ID #: 963107  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,435.42  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,435.41  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$3,143.97  
Tax ID #: 963130  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,571.99  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$1,571.98  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

4. Liens, levies and assessments of the Suncadia Residential Owner's Association.
5. Liens, levies and assessments of the Suncadia Community Council.
6. Liens, levies and assessments of the Community Enhancement as set forth in Second Amended and Restated Covenant recorded July 20, 2004, under Auditor's File No. [200407200039](#), in the amount of 0.5% of the gross purchase price payable upon any transfer of ownership, unless the transfer is exempt as provided in said covenant. Said instrument provides for the lien of a fee which is due upon transfer of the Land. The transfer-conveyance fee is required to be paid upon any sale, exchange, assignment, option, assignment of lease, transfer, or conveyance of said Land.

7. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on March 3, 1925, under Kittitas County Auditor's File No. [76742](#).  
In favor of: City of Roslyn, Washington, a municipal corporation  
For: For the purpose of maintaining a water line to the City's water system

Relocation of a portion of said easement recorded October 10, 2008 under Auditor's File No. [200810100004](#).

Second Amendment of Easement recorded September 25, 2023 under Auditor's File No. [202309250034](#).

8. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: The United States of America  
Purpose: Electric Transmission line  
Recorded: December 26, 1929  
Instrument No.: [98714](#)  
Volume 48, Page 187  
Affects: A 250 foot strip of land over and across a portion of said premises in Section 11, Township 20 North, Range 14 East
9. Exceptions and Reservations as contained in Instrument  
From: Frances Madge Hepburn Sutton  
Recorded: July 18, 1957 in Volume 100, Page 442  
Auditor's File No.: [265056](#)  
As follows: Excepting and reserving unto the grantor, her heirs and assigns, forever, all minerals of any nature whatsoever, including coal, iron, natural gas and oil, upon or in said land, together with the use of such of the surface as may be necessary for exploring for and mining or otherwise extracting and carrying away the same; but the grantor, her heirs and assigns, shall pay to the grantee, or to its successors or assigns, the market value at the time mining operations are commenced of such portion of the surface as may be used for such operations or injured thereby, including any improvements thereon  
Affects: A undivided one-fifteenth interest of that portion of said premises in Section 14, Township 20 North, Range 14 East, Section 24, Township 20 North, Range 15 East and Section 30, Township 20 North, Range 15 East.

NOTE: The above interest was sold pursuant to tax foreclosure proceedings in Kittitas County Superior Court and conveyed by the following tax deeds:

Treasurer's Deed recorded October 2, 1964 in Volume 116, Page 557, under Kittitas County Auditors File No. [315941](#) conveying a 1/15th mineral reservation in Section 24, Township 20 North, Range 14 East to Kittitas County, its heirs and assigns; and

Treasurer's Deed recorded November 6, 1972 in Volume 34, Page 683, under Kittitas County Auditor's File No. [378943](#) conveying a 1/15th mineral reservation in Section 30, Township 20 North, Range 15 East to Jim Seifert and Shirley Seifert, husband and wife; and

Treasurer's Deed recorded November 6, 1972 in Volume 34, Page 685, under Kittitas County Auditor's File No. [378944](#) conveying a 1/15th mineral reservation in Section 14, Township 20 North, Range 14 East to Jim Seifert and Shirley Seifert, husband and wife.

10. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Alpine Veneers, Inc. and United States National Bank of Oregon  
Purpose: Roads  
Recorded: August 9, 1984  
Instrument No.: [481279](#)  
Volume 209, Page 379  
Affects: A strip of land over and along rights of way 60 feet in width or wider as may be necessary to accommodate needed cuts and fills over and across a portion of said premises in Section 11, Township 20 North, Range 14 East, W.M.

11. The provisions contained in Instrument from Plum Creek Timber Company, L.P., a Delaware Limited Partnership, Recorded: October 11, 1996, Instrument No.: [199610110015](#).  
As follows: "Excepting therefrom all oil, gas and other hydrocarbons, together with the rights of ingress and egress as reserved in that certain Deed to Plum Creek Timber Company, L.P., from PCTC, Inc. executed on June 21, 1989 and recorded June 30, 1989 in the records of Kittitas County, Washington under Auditor's File No. [521473](#), as such reservation was modified by the certain Partial Waiver of Surface Use Rights dated February 13, 1996 and recorded April 8, 1996, in the records of Kittitas County, Washington, under Auditor's File No. [199604080028](#)."
12. Agreement and the terms and conditions contained therein  
Between: Mountainstar Resort Development, LLC  
And: Puget Sound Energy, Inc.  
Purpose: Agreement and Covenant for Collection and Payment of Combine Qualification Payment for Extension of Natural Gas Service  
Recorded: April 16, 2004  
Instrument No.: [200404160016](#)
13. 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: July 20, 2004  
Instrument No.: [200407200037](#)
- Assignment and Assumption of said covenants, conditions and restrictions  
Recorded: August 4, 2021  
Instrument No: [202108040069](#)
- Further modifications of said covenants, conditions and restrictions  
Recorded: May 9, 2023  
Instrument No.: [202305090014](#)
- Further modifications of said covenants, conditions and restrictions  
Recorded: February 22, 2024  
Instrument No.: [202402220020](#)
14. 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: July 20, 2004  
Instrument No.: [200407200038](#)
- Assignment and Assumption of said covenants, conditions and restrictions  
Recorded: August 4, 2021  
Instrument No: [202108040069](#)
- Further modifications of said covenants, conditions and restrictions  
Recorded: May 9, 2023  
Instrument No.: [202305090015](#)

15. 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: July 20, 2004

Instrument No.: [200407200039](#)

Assignment and Assumption of said covenants, conditions and restrictions

Recorded: August 4, 2021

Instrument No: [202108040069](#)

Further modifications of said covenants, conditions and restrictions

Recorded: May 9, 2023

Instrument No.: [202305090016](#)

16. Cle Elum River Corridor Grant of Conservation Easement, including the terms and provisions thereof, recorded September 2, 2004, under Auditor's File No. [200409020038](#), between Mountainstar Resort Development, LLC, a Delaware Limited Liability Company and Kittitas Conservation Trust, a Washington nonprofit corporation.
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: Judith L. Rogers, as Trustee of the Judith L. Rogers Declaration of Trust dated December 4, 1989  
Purpose:  
Recorded: January 21, 2005  
Instrument No.: [200501210005](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File No. [200504260040](#).

18. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Marilyn G. Rogers, as Executor of the Estate of Franklin J. Rogers  
Purpose: a) "No one may divert, alter, or otherwise obstruct ditches shown on the face of this plat without the consent of all the downstream users."  
Recorded: March 14, 2005  
Instrument No.: [200503140112](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File No. [200504260039](#).

19. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Dennis Martin  
Purpose: a) All easements contained thereon  
b) Notes contained thereon  
c) Dedication contained thereon  
Recorded: March 14, 2005  
Instrument No.: [200503140113](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File No. [200504260043](#).

20. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Lillian A. Freeman, Allen Roy Freeman, Ann Marie Freeman, Karen Lillian Freeman, and Paul Martin Freeman  
Purpose:  
Recorded: March 14, 2005  
Instrument No.: [200503140114](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File No. [200504260044](#).

21. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Mathis D. Watson and Marlaine M. Watson  
Purpose:  
Recorded: March 14, 2005  
Instrument No.: [200503140115](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File No. [200504260037](#).

22. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: John Thielman and Shirley Thielman, George Pearson and Sharon Pearson  
Purpose: a) Dedication contained thereon  
b) 30' drainage easement  
c) Easement provisions, as follows:  
Recorded: March 14, 2005  
Instrument No.: [200503140116](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File Nos. [200504260038](#) and [200504260041](#).

23. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Peter J. Ploeger  
Purpose: a) Dedication thereon  
b) Notes shown thereon  
c) Easements as shown thereon  
d) 100 year floodplain  
e) Backflow Prevention note  
Recorded: March 14, 2005  
Instrument No.: [200503140117](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File No. [200504260042](#).

24. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Meagan Ieleen Thorn, Michelle Bauchman, Melanie Ann Schaefer and Anne Elizabeth Nicoll  
Purpose: Easement for ingress and egress  
Recorded: April 26, 2005  
Instrument No.: [200504260015](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File No. [200504260016](#).

25. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Mark H. Lamon and Jeanne A. Lamon  
Purpose: Easement for ingress and egress  
Recorded: April 26, 2005  
Instrument No.: [200504260017](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File No. [200504260018](#).

26. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Judith M. Roller  
Purpose: Easement for ingress and egress  
Recorded: April 26, 2005  
Instrument No.: [200504260019](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File No. [200504260020](#).

27. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Eric Fleischman and Joanne Fleischman; Norman Simmons, Charlene Simmons, Jeff Simmons and Carol Simmons; and Manke Lumber Company, Inc.  
Purpose: Easement for ingress and egress  
Recorded: April 26, 2005  
Instrument No.: [200504260021](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File Nos. [200504260022](#), [200504260023](#) and [200504260024](#).

28. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on April 26, 2005, under Kittitas County Auditor's File No. [200504260025](#). In favor of: Robert T. Smithing and Madeline D. Wiley; Eric W. Fleischman and Joanne K. Fleischman; Fleischman Tree Farm, LLC; Franklin Roppel and Patricia Roppel; Swiftwater Company, Inc.; Dale Medina and Nisifredo A. Medina; Gregory C. Ross; Anton M. Fleischman and Barbara C. Fleischman, Trustees of the Fleischman Family Trust dated September 12, 1985; Donald R. Shannon and Shirley A. Shannon; Daniel C. Schneringer, Barbara J. Schneringer and Jeff S. Schneringer; and Toby B. Devere and Mark R. Long  
For: Easement for ingress and egress  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Correction to Easement Agreement recorded April 26, 2005, under Auditor's File Nos. [200504260026](#), [200504260027](#), [200504260028](#), [200504260029](#), [200504260030](#), [200504260031](#), [200504260032](#), [200504260033](#), [200504260034](#), [200504260035](#) and [200504260036](#),

Second Correction to Easement Agreement recorded March 30, 2007, under Auditor's File Number [200703300033](#).

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

Granted To: Shane Lemco

Purpose: Easement for ingress and egress

Recorded: October 13, 2005

Instrument No.: [200510130006](#)

Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

Amended by document recorded November 3, 2007 under Auditor's File No. [200711130068](#).

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

Granted To: Jacqueline Allain

Purpose: Ingress and egress

Recorded: March 29, 2006

Instrument No.: [200603290041](#)

Affects: A portion of said premises

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

Granted To: David M. Christie and Stephanie A. Christie, husband and wife, Alan Christie and Andrea Copping, husband and wife, William B. Christie, Jr. and Karen Christie, husband and wife, Alison Christie, a single person, Robert Christie, a single person, Elizabeth S. Christie, a single person and Henry R. Furney and Colleen Furney, husband and wife.

Purpose: Easement for Ingress and Egress

Recorded: June 20, 2006

Instrument No.: [200606200067](#)

Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

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

Granted To: John W. Knowles and Lianne Yuricich, husband and wife

Purpose: Easement for Ingress and Egress

Recorded: June 20, 2006

Instrument No.: [200606200068](#)

Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

33. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: James J. Steckline and Lynn Steckline, husband and wife  
Purpose: Easement for Ingress and Egress  
Recorded: June 20, 2006  
Instrument No.: [200606200069](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.
34. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Ronald W. Stordahl and Gilda M. Stordahl, husband and wife  
Purpose: Easement for Ingress and Egress  
Recorded: June 20, 2006  
Instrument No.: [200606200070](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.
35. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Orville N. Bennett and Marilyn J. Bennett, Trustees of the Bennett Family Trust Dated June 15, 1995  
Purpose: Easement for Ingress and Egress  
Recorded: September 11, 2006  
Instrument No.: [200609110051](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M. and other property
36. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Neena Ciotta, a single person  
Purpose: Easement for Ingress and Egress  
Recorded: March 23, 2007  
Instrument No.: [200703230055](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.
37. Agreement and the terms and conditions contained therein  
Between: Kittitas County, a Washington municipal corporation  
And: Suncadia LLC, a Delaware Limited Liability Company  
Purpose: Amended and Restated Development Agreement  
Recorded: April 16, 2009  
Instrument No.: [200904160090](#)
- Resolution No. 2009-78 adopting the Seventh Amendment to Development Agreement, and the terms and conditions thereof, recorded June 12, 2009, under Auditor's File No. [200906120039](#).
- Assignment of Reserved Rights recorded June 21, 2022 under Auditor's File No. [202206210030](#) to Suncadia Resort LLC, a Delaware Limited Liability Company.
38. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Gregory D. Blount and Carrie E. Greaves, husband and wife  
Purpose: Access easement over Tumble Creek Drive and other land  
Recorded: September 8, 2010  
Instrument No.: [201009080025](#)  
Affects: Sections 11, 13, 14, 15, 23, 24 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 19, 30 and 31, Township 20 North, Range 15 East, W.M.

39. Natural Open Space Grant of Conservation Easement (Restated), and the terms and conditions contained therein  
Between: New Suncadia, LLC, a Delaware limited liability company, Tumble Creek Village Association, a Washington nonprofit corporation and Kittitas Conservation Trust  
Recorded: December 11, 2015  
Instrument No.: [201512110029](#)  
Affects: Tract Z-3, Suncadia Phase 2 Division 2, Sections 11, 13, 14, 15, 23 and 25, Township 20 North, Range 14 East, W.M. and Sections 18, 30 and 31, Township 20 North, Range 15 East, W.M.
40. 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 Energy, Inc., a Washington Corporation  
Purpose: Transmission, distribution and sale of electricity  
Recorded: August 18, 2016  
Instrument No.: [201608180039](#)  
Affects: Sections 11 and 14, Township 20 North, Range 14 East, W.M.
41. A Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$43,000,000.00  
Dated: August 3, 2021  
Trustor/Grantor: Suncadia Resort LLC, a Delaware Limited Liability Company; New Suncadia Hospitality, LLC, a Delaware Limited Liability Company; and Lodge at Suncadia LLC, a Washington Limited Liability Company  
Trustee: AmeriTitle, LLC, a Delaware limited liability company  
Beneficiary: CIBC Bank USA, an Illinois State Chartered Bank  
Recorded: August 4, 2021  
Instrument No.: [202108040070](#)  
Affects: This and other property
42. Assignment of Rents, including the terms and provisions thereof,  
Grantor: Suncadia Resort LLC, a Delaware limited liability company; New Suncadia Hospitality, LLC, a Delaware limited liability company; and Lodge at Suncadia LLC, a Washington limited liability company  
Lender: CIBC Bank USA, an Illinois state chartered bank  
Recorded: August 4, 2021  
Instrument No.: [202108040071](#)
43. A Financing Statement filed in the Office of the County Recorder showing:  
Debtor: Suncadia Resort LLC, a Delaware Limited Liability Company  
Secured Party: CIBC Bank USA, an Illinois State Chartered Bank  
Recorded: August 4, 2021  
Instrument No.: [202108040073](#)  
Affects: This and other property
44. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by [Plat of Suncadia Phase 2, Division 7 Block 1](#),  
Recorded: July 25, 2022  
Book: 13 of Plats Page: 244 through 258  
Matters shown:  
a) Notes, restrictions and Conditions 1 through 17 thereon  
b) Dedication thereon  
c) Easements shown thereon

45. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by SUNCADIA  
- PHASE 2 DIVISION 8,  
Recorded: May 2, 2023  
Book: 14 of Plats Page: 49 through 61  
Instrument No.: [202305020009](#)  
Matters shown:  
a) Dedication thereon  
b) Easements thereon  
c) Floodway and floodplain of the Cle Elum River as shown thereon  
d) Slope setbacks as located thereon  
e) Notes thereon
46. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:  
Granted To: Puget Sound Energy, Inc., a Washington Corporation  
Recorded: July 3, 2023  
Instrument No.: [202307030008](#)  
Affects: Lots 1 through 72 and Tracts AC-1, OS- through OS-7, S-1 through S-3, Z-1 and Z-2
47. Covenants, conditions, easements 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: August 8, 2024  
Instrument No.: [202408080034](#)
- Modification(s) of said covenants, conditions and restrictions  
Recorded: February 11, 2025  
Instrument No: [202502110004](#)
- Further modifications of said covenants, conditions and restrictions  
Recorded: March 17, 2025  
Instrument No.: [202503170013](#)

 <i>First American Title</i> <sup>TM</sup>	<b>Subdivision Guarantee</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule C</b>	GUARANTEE NUMBER <b>5003353-0009688e</b>

File No.: 1014598

The land in the County of Kittitas, State of Washington, described as follows:

See attached Exhibit 'A'

**EXHIBIT 'A'**

File No. 1014598

Lots 22 through 38, inclusive, and Lot 61 , [SUNCADIA - PHASE 2 DIVISION 8](#), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 14 of Plats, pages 49 through 61, records of said County.

