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Page: 1 of 2

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Amendment PAT DENEEN
Kittitas County Auditor



Return To: Pat Deneen
Ranch on Swauk Creek, LLC
PO Box 808
Cle Elum, WA 98922

RECEIVED
MAR 13 2019

Kittitas County CDS

TITLE OF DOCUMENT: THE AMENDING & EXTENSION OF DECLARATION

GRANTOR: RANCH ON SWAUK CREEK, LLC (DECLARANT)

GRANTEE: THE PUBLIC

DATED: March 6, 2019

Parcel Numbers: 515635, 507634, 015535, 555635, 17021, 17018, 075535,
17012, 17015 & 17014

LEGAL DESCRIPTION: Sections 27, 28 and 34 Township 20 North, Range 17 East, Kittitas County, State of Washington and Section 3, Township 19 North, Range 17 East, Kittitas County, State of Washington as is more fully described as follows;

The South half of the Southwest quarter of Section 27 west of Washington State Highway 97, Township 20 North, Range 17 East, Kittitas County, State of Washington; and the Northwest quarter and the Southwest quarter of Section 34, Township 20 North, Range 17 East, Kittitas County, State of Washington; and the Northwest quarter of Section 3, Township 19 North, Range 17 East, Kittitas County, State of Washington and Lots 3 and 4 of Berry Short Plat Amendment as filed under Kittitas County Auditors File Number 200407190005 and Lots 1, 2, 3 and 4 of the Haskell Short Plat Amendment filed under Kittitas County Auditors File Number 200407190004 (Property).

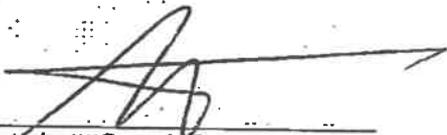
AMENDING & EXTENSION OF DECLARATIONS

As provided for in the documents filed under Kittitas County Auditors File Number 200803120033 (PRIMARY DECLARATION), except as amended herein, said documents are hereby fully extended to burden the Property legally described above as

if the Property was originally included in the above referenced documents. Property owners shall abide by all of the rules, regulations, and make all payments required by said documents.

Further the documents filed under Kittitas County Auditor File Numbers 200803120033, as pertaining only to the Property, are amended as follows:

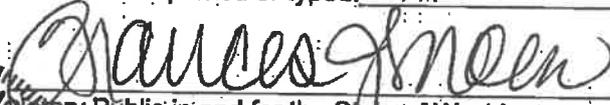
1. Prior to Declarant transferring or selling property to any unrelated individual or entity Declarant may, and at its sole discretion, withdraw and or modify the Primary Declaration in any way Declarant deems appropriate.


 Ranch on Swauk Creek, LLC
 Pat Deneen, Manager

STATE OF Washington
ss.
COUNTY OF Kittitas

On this 6th day of March 2019, before me personally appeared Pat Deneen, to me known to be the Manager of Ranch on Swauk Creek, LLC and stated that he executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Notary name printed or typed: Frances J. Moen



Notary Public in and for the State of Washington
My commission expires at Cle Elum My appointment expires: 3-6-22



After recording return to:



Jeff Slothower
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.
PO Box 1088
Ellensburg, WA 98926

DOCUMENT TITLE: PRIMARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RANCH ON SWAUK CREEK

DECLARANT: The Ranch On Swauk Creek, LLC, a Washington Limited Liability Company; O'Callahan Family Holdings, Inc., a Washington corporation, Evergreen Valley LLC, a Washington limited liability company and Cle Elum Pines East LLC, a Washington limited liability company

LEGAL DESCRIPTION: Ptns of Sections 28, 8, 33 and 27 of T. 20 N., Range 17 EWM

ASSESSOR'S TAX PARCEL NO.:

20-17-28000-0007	20-17-28000-0006	20-17-28000-0001
20-17-28000-0004	20-17-28000-0003	20-17-28000-0002
20-17-28000-0010	20-17-28000-0011	20-17-28000-0005
20-17-33000-0001	20-17-33000-0008	20-17-33000-0024
20-17-33000-0026	20-17-34000-0002	20-17-34000-0006
20-17-33000-0023	20-17-33000-0025	20-17-33000-0019
20-17-27030-0002	20-17-27030-0009	20-17-27030-0003
20-17-27030-0006	20-17-27030-0005	20-17-27030-0007

PRIMARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RANCH ON SWAUK CREEK

This Primary Declaration of Covenants, Conditions and Restrictions for the property described in EXHIBIT "A" (the "Declaration") is given as of the 26th day of February, 2008, by The Ranch On Swauk Creek, Llc, a Washington Limited Liability Company, O'Callahan Family Holdings, Inc., a Washington corporation, Evergreen Valley LLC, a Washington



limited liability company and Cle Elum Pines East LLC, a Washington limited liability company (hereinafter collectively the "Declarant").

WHEREAS, the Declarant is the owner of certain real property located in Kittitas County, Washington, legally described on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, the Declarant has an approved planned unit development ("PUD") approved by Kittitas County on December 5, 2006, under Ordinance 2006-59, PUD # P-06-27 and Z-06-27. All of the property legally described on Exhibit A is within the PUD.

WHEREAS, it is the intent of the Declarant that certain qualities and assets of the Property be preserved, and it is desirable to protect the present and future property values and the enjoyment thereof; and, to that end, the Declarant desires a means to preserve and protect the intended character of the Property.

NOW, THEREFORE,

Declarant declares that all of the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, reservations, easements, assessments and lien rights, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These restrictions, covenants, conditions, reservations, easements, assessments and lien rights shall run with the Property and shall be binding upon all persons or entities now having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and these restrictions, covenants, conditions, reservations, easements, assessments and lien rights shall be binding upon their respective heirs, successors, and assigns, and shall inure to the benefit of each individual and/or entity having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and their heirs, successors, and assigns.

1. DEFINITIONS. For the purpose of this Declaration and any Amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

1.1 "Additional Property" means any land, whether or not owned by Declarant, which may be made subject to this Declaration as provided in Section 2 and which shall thereafter be a part of the Property.

1.2 "Address of Record" shall mean the official address of the Lot Owner(s), as maintained in the records of the Declarant and, after the Transition Date, the Association, to serve as the location for notices of pending meetings, elections and official proceedings pursuant to this Declaration. It shall be the Lot Owner's responsibility to



provide the Declarant and, after the Transition Date, the Association with the Lot Owner's mailing address.

1.3 "Affiliate" means any entity which controls, is under the common control with or is controlled by Declarant.

1.4 "Architectural and Landscaping Review Committee (ALRC)" shall mean a subcommittee of the Association established by the Declarant and after the Transition Date, the Board. The ALRC shall have the responsibility for reviewing and approving improvements to the Lots by Owners to ensure compliance with this Declaration, subject to rules, regulations and procedures adopted and implemented by the Declarant and, after the Transition Date, the Board.

1.5 "Articles" means the Articles of Incorporation of the Association.

1.6 "Assessments" means all assessments and other charges, fines and fees imposed by the Association in accordance with this Declaration, including, without limitation, General Assessments, Special Assessments, and Specific Assessments.

1.7 "Association" shall mean the Ranch on Swauk Creek Owners' Association, a Washington Non-Profit Corporation, comprised of the Lot Owners.

1.8 "Auditor" means the Auditor of Kittitas County, Washington, or such successor agency charged with maintaining the real estate records for property within Kittitas County.

1.9 "Board of Directors" and "Board" shall mean the individuals selected by the Declarant or after the Transition date, elected by the Association to manage and administer the Ranch on Swauk Creek Owners' Association in accordance with the Articles, Bylaws and this Declaration.

1.10 "Bylaws" shall mean the Bylaws of the Association as initially promulgated by the Declarant, and as amended from time to time.

1.11 "Community Improvements" means all real and personal property, including easements and leasehold interests, designated as such in this Declaration, in any Supplemental Declaration subjecting additional property within the Ranch on Swauk Creek to this Declaration or in any conveyance to the Association, or in any declaration of easements creating easements which benefit the real property legally described on EXHIBIT A and for which the Association has maintenance, insurance, operating, or other responsibility under this Declaration or other agreements entered into by the Association. The Community Improvements shall also include all real and personal property which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of all



Owners and occupants of the property subject to this declaration and such additional property which may be added in the future.

1.12 "Construction" and "Constructed" shall mean any construction, reconstruction, erection, relocation or alterations of a Structure, except that which may take place entirely within and affects only the interior of an existing Structure.

1.13 "Declarant" shall mean the parties developing the Property and signing this Declaration, and the heirs, successors or assigns thereof.

1.14 "Declaration" means this Declaration of Covenants and Easements for the properties described in EXHIBIT "A" as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

1.15 "Development Period" shall mean the period of time between the date of this declaration and the Transition Date.

1.16 "Governmental Authority" means the County of Kittitas, the State of Washington, the United States of America or other governmental entity or agency that has or acquires jurisdiction over the Property or any portion thereof, or the development of the Property, from time to time.

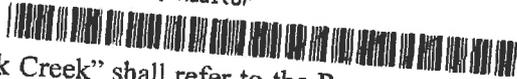
1.17 "Immediate Family" shall mean husbands, wives, children (including step children), parents and grandparents of a Lot Owner. This definition may be expanded by the Declarant or the Board after the Date of Transition.

1.18 "Lot" shall mean any parcel of land within the Property created pursuant to and in compliance with the rules, regulations, ordinances and/or laws applicable thereto, regardless of ownership or date created.

1.19 "Lot Owner" shall mean any person or entity that holds fee title or a vendee's interest under a real estate contract of any Lot. The word "Lot Owner" shall also be construed to include any person or entity that has, or claims to have, a legal or equitable interest in a Lot, including but not limited to, lien claimants, easement holders, tenants or other persons in possession. Regardless of the number of persons or entities which may qualify as a Lot Owner as defined herein, each Lot shall be entitled to only one vote in any situation in which this Declaration requires the vote of or approval by Lot Owners.

1.20 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.21 "Mortgagee" shall mean the secured party under a mortgage, deed of trust, or other real property security interest, including a sellers' interest in a real estate contract, covering a Lot or other portion or all of the Property.



1.22 "Ranch on Swauk Creek" shall refer to the Property, the Development of the Property, any additional property, and all existing and future improvements to the Property, including any Additional Properties added as provided herein.

1.23 "Office of Record" shall mean the office of the Declarant and/or the Association.

1.24 "Owner" means the Person or Persons, including Declarant, owning any Unit in the Property, but does not include a tenant or holder of a leasehold interest or a Mortgagee or other Person holding only a security interest in a Unit. If a Unit is sold under a recorded real estate installment sale contract, the purchaser (rather than the seller) will be considered the Owner unless the contract specifically provides to the contrary. The rights, obligations and other status of being an Owner commence upon the acquiring of the ownership of a Unit and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from its obligations incurred prior to termination.

1.25 "Person" means a human being, a corporation, partnership, limited liability company, trustee or other legal entity.

1.26 "Pets" shall mean dogs, cats, rabbits, caged birds and fowl not including roosters or any other crowing fowl, fish and other small household pets kept for personal enjoyment.

1.27 "Primary Purpose" The primary purposes of this Declaration is to assure within the Property: (i) standards that will safeguard the privacy and quiet enjoyment of all Lot Owners; and (ii) a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography, finish grade elevation and adjacent Lots and improvements thereon; and (iii) those purposes and objectives set forth in the Recitals.

1.28 "Property" shall mean the property described herein and shall also specifically include any Additional Properties added as provided herein, and including all improvements and structures now or hereafter placed thereon.

1.29 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, deck, swimming pool, outbuilding, shed or the like located on a Lot.

1.30 "Transition Date" shall mean the date upon which the rights of the Declarant are transferred to the Board as provided herein.

1.31 "Water Company" shall mean The Ranch on Swauk Creek Water Company, Inc.

2. **PROPERTY SUBJECT TO DECLARATION.**



2.1 Initial Development. Declarant hereby declares that all of the real property described on EXHIBIT "A" attached hereto is owned and shall be owned, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to this Declaration.

2.2 Annexation of Additional Property. Declarant may from time to time and in its sole discretion annex Additional Property so long as such Additional Property is subject to this Declaration and is now owned or hereafter acquired by Declarant or any of its Affiliates; provided, however, that Declarant may also from time to time and in its sole discretion permit other owners of real property to annex such real property.

2.3 The annexation of such real property shall be accomplished by (i) the annexation of such Additional Property to this Declaration in accordance with the provisions thereof or (ii) a Supplemental Declaration subjecting the Additional Property to this Declaration, which Supplemental Declaration shall be executed by Declarant and, if Declarant does not own such Additional Property, by its owner and shall be recorded with the Auditor.

2.4 Withdrawal of Property. The Property legally described on Exhibit A and any other Property annexed pursuant to Section 2.2 may be withdrawn by Declarant and the Owner of such Property by an Amendment to this Declaration executed by Declarant and such Owner. In addition, Declarant may withdraw any property then owned by Declarant or the Association if such withdrawal is a result of any changes in Declarant's plans for the development of the Property, provided that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property and is approved by the Association.

2.5 Dedications. Declarant reserves the right to dedicate any portions of the Property then owned by Declarant and/or the Association to any Governmental Authority, quasi-governmental entity or any entity, including but not limited to an entity qualifying under Section 501(c)(3) of the Internal Revenue Code or similar provisions from time to time for such purposes as Declarant may deem to be appropriate, including without limitation, for utility stations, equipment, fixtures and lines; streets and roads; sidewalks, trails, open space for habitat, wildlife, waterfowl, fish, vegetation, wetlands or other preservation purposes; recreational facilities; schools; cemeteries; fire, police, security, medical and similar services; and such other purposes as Declarant and such Governmental authority or quasi-governmental entity shall determine to be appropriate from time to time. Any consideration received by Declarant as a result of such dedication, by reason of any condemnation or any conveyance in lieu of condemnation, shall belong solely to Declarant.

3. ARCHITECTURAL AND LANDSCAPING REVIEW.

3.1 Lot Owners, except Declarant, desiring to do any of the following: 1) construct, 2) alter, 3) repair, or 4) replace any Structure on Lots, including, but not limited to, a residence, garage, outbuildings or other building, fences, landscaping, remove any trees on the Lot, grade or alter the earth on any lot or alter the slope of any lot (collectively "the Lot



Improvements”) shall, prior to undertaking the Lot Improvements, submit in writing to the ALRC a request for review and approval, together with a set of plans, timeline, specifications and/or a Tree Thinning and Re-Forestation Plan, if applicable (hereinafter the “Application”). Any such Application must be prominently labeled with the Lot Owner’s name, mailing address, telephone number, lot number and lot address (if one has been assigned) and, if the ALRC so designates be in the form approved by the ALRC, and delivered to the ALRC at the Office of Record. In the event the Lot Owner is relying on an agent, contractor, adviser, consultant or other third party to do the work, the Lot Owner shall execute a Power of Attorney in a form approved by the Association, giving the third party doing the work the written authority to perform the work. In the event a Lot Owner gives a third party a Power of Attorney to do the work, in no event shall that relieve the Lot Owner from compliance with the Declaration. The plans and specifications submitted as part of the Application shall show the site layout, structural design, exterior materials, and colors, landscaping, grading or altering the earth, fencing, drainage, exterior lighting, irrigation, and other features of proposed Lot Improvements, as applicable (hereinafter the “Plans”). In addition to the Plans, the Lot Owner shall mark on the Lot the corner points of the proposed Structure(s) for review and approval by the ALRC. The ALRC may require the submission of such additional information as may be reasonably necessary to consider any Application.

3.2 The ALRC shall have a reasonable time to review the Application and any additional information as may be requested relative thereto. The Application shall be evaluated as to compliance with the provisions contained herein and with any other Declarations of Covenants, Conditions, and Restrictions which affect the property. The Board shall develop a written procedure with applicable guidelines which may be amended from time to time. The ALRC, the Board, the Association and the Lot Owners shall follow said written procedure in making Lot Improvements.

3.3 The ALRC reserves the right to establish a review fee.

3.4 The ALRC may hire an outside entity to review said plans per the requirements of this document. Lot Owners shall pay the actual costs of said review

4. UTILITIES.

4.1 Water, sewer, telephone, cable and electricity has or will be installed by Declarant and is or will be available to each Lot at or near the Lot boundary. All utilities are to be installed, repaired, maintained and used as provided for herein or as provided in any other Covenants, Conditions and Restrictions or other agreements with utility providers which bind the property.

4.2 All electrical, telephone, cable, or other utility services and lines shall be underground.

5. WATER.



5.1 The Property may be served with water from the Water Company, The Ranch on Swauk Creek Water Company, Inc., a Washington Corporation (hereinafter the "Water Company"). Each Lot is served as required by the regulating authorities. Water rates and usage rules are established by the Water Company which may be amended from time to time.

5.2 If a Lot is within the Water Company water service area, as now existing or hereafter amended, the Lot Owner must connect to the Water Company water system and receive all of its water from the Water Company. Lot Owners shall abide by the Water Company water system plan as approved by the Washington State Department of Health and any rules adopted by the Water Company to implement the plan and any and all regulations imposed by the Satellite Management Company that will manage and operate the water utility. Lot Owners, if water is provided by the Water Company, shall submit a request for a water hookup to the Water Company. Water meters shall be leased to Lot Owner by the Water Company under such terms and conditions as are set by the Water Company and said rate shall be combined with the monthly water billings. All repairs for damaged water meters shall be paid by the Lot Owner. If a meter is damaged beyond use it shall be the responsibility of the Lot Owner to pay for a replacement water meter, including the costs of installation.

5.3 There shall be a connection fee payable by the Lot Owner to connect to the water system owned by the Water Company. Said fee is established by the Water Company's Water Plan and may be amended from time to time.

5.4 The Water Company reserves the right to limit the nature, quantity and use of the water service provided to each Lot to a single residential use located on the lot. Irrigation systems, if allowed, shall take advantage of conservation technology to limit water consumption. Outside irrigation is limited by the Water Company as provided for in the Water Company Water Plan. Certain sections of the Development may be served by a separate irrigation system. To any portion of the Development that is served by this separate irrigation system the Owner of the property is required to use the separate irrigation system and in no way use the domestic water for any outside irrigation. The Water Company may impose such rules and regulations as it deems necessary to ensure the water is used consistent with the Water Company water rights and to ensure water is used in a manner which emphasizes and maximizes conservation of water.

5.5 It is the goal of the Declarant and the Water Company that the water resource be used conservatively; therefore it shall be the goal of this development to average not more than 7,500 gallons water usage per month per connection. The rates structure established by the Water Company shall reflect this goal.

5.6 No additional wells may be drilled within the boundaries of any Lot, except by the Water Company.



5.7 No cross connections between the Water Company's water system and any other water system are permitted. Owners shall not interconnect any outside water system or source with that of the Water Company's system. If cross connections are found, Lot Owners may lose their ability to continue to be served by the Water Company and fees may be applied.

Other restrictions, regulations and fees may apply to the use of the water provided by the Water Company as shown in the Water Company's Water Plan. Lots purchased from Declarant either occupied or unoccupied shall pay the water utility bill monthly to the Water Company, except the initial Lot Owner shall begin paying monthly water bills upon application to Kittitas County for a building permit or twelve (12) months after the Lot is purchased from the Declarant with the closing date of the transaction starting the twelve month period, which ever occurs first. Subsequent Lot Owners shall begin paying water fees at time of sale closing.

6. SEWER.

6.1 The Property shall receive its sewer service by a private utility company. The Ranch on Swauk Creek Sewer Company, Inc., a Washington Corporation (hereinafter the "Sewer Company"). Each Lot is served with sewer service pursuant to rules and regulations established by the regulating authorities, including the Washington State Department of Health and Kittitas County. Each lot will be required to install a septic tank and a pump and pump chamber (the "Lot Sewer System").

6.2 Lots that are provided a connection to a community drain field or sewer system (which may include a reclaimed water system) shall provide and install a check valve, septic tank, effluent pump chamber, pump, bio-filter and all related materials including but not limited to piping, controls and electrical hookups as directed or required by the Sewer Company (hereinafter the "Lot Sewer System"). All electrical installations shall be in conformity with the Uniform Electrical Code and Kittitas County Code. It shall be the Lot Owner's responsibility to provide for periodic cleaning and maintenance of the Lot Sewer System components, including but not limited to bio-filter, effluent pump, check valve, septic tank, and pump chamber as required by the Sewer Company. It shall be the Lot Owner's responsibility to, in a timely manner, repair or replace any non-functioning component of the Lot Sewer System, including but not limited to bio-filter, effluent pump, tank or tanks, or check valve with replacement parts approved by the Sewer Company. Failure of the Lot Owner to maintain the Lot Sewer System as required; or repair or replace any non-functioning portion of the Lot Sewer System in a timely manner as required by the Sewer Company shall be just cause for the Sewer Company to deny service to the lot until such maintenance, repair or replacement is performed. Lot Owners of occupied or unoccupied lots that are served by either sewer or community septic systems shall pay the sewer or community septic system utility bill monthly, except the initial Lot Owner shall begin paying monthly utility bills upon application to Kittitas County for a building permit or twelve (12) months after the Lot is purchased from the Declarant with the closing date of the transaction starting the twelve (12)



month period, which ever occurs first. Non-occupied Lots owned by the Declarant are specifically exempt from this section.

6.3 The Sewer Company shall provide for disposal of the effluent generated by the Lot Sewer System on any Lot which is connected to a community drain field or sewer system, and shall maintain the effluent transport lines and community drain fields serving the Lot from the drainfield side of the check valve through the community drainfield. If subsequent major improvements or repairs to the community drain field system are required the Lot Owners utilizing said system shall be responsible for their proportionate share of the costs. Lot Owners will be responsible for any damage they or their contractors cause to Sewer Company system.

6.4 Lots which are provided a connection to a community drain field or sewer system before occupancy of any Lot, must apply to the Sewer Company and receive a septic or sewer hookup approval from the Sewer Company to connect to the community drainfield or sewer system, for said Lot. No portion of a Lot's Sewer System may be placed in service until septic hookup to the community septic system is inspected and approved by the Sewer Company and completed. If any portion of the system is placed in service before inspection and approval, in violation of this section, the Sewer Company may deny service to the property and require pumping and sanitizing of the system prior to performing the required inspection. All costs of pumping and sanitizing will be paid by the Lot Owner.

6.5 Lots which are provided a connection to a community drain field or sewer system are subject to the rates, fees, and rules as established by the Sewer Company.

6.6 The Sewer Company reserves the right to limit the nature, quantity and use of the service provided to each Lot to residential uses located on the Lot.

6.7 When the sewage volumes reaches adequate levels to support operation, it is intended to eliminate these septic systems and construct a reclaimed water facility approved through the Washington State Department of Health and permitted by the Washington State Department of Ecology. This reclaimed water facility will be operated by the Sewer Company and will serve the Property as part of its approved service area. This service area will be compatible with the service area of the newly expanded and amended Group A water System.

7. EASEMENTS.

7.1 Access and Utility Easements. The Declarant from time to time will grant, declare, reserve, and establish the following access and utility easements on portions of the Property. The Access Easements will be granted, declared, reserved and established in separate documents creating the easements and or secondary Covenants, Conditions and Restrictions conveying portions of the Property.



7.1.1 As used herein, the word "access" shall mean ingress and egress by vehicle, pedestrian or equestrian traffic, and the word "utilities" shall, subject to Sections 4, 5 and 6 herein, mean and include the right of locating, constructing, maintaining, repairing, and operating underground lines, pipes and facilities under and across such easement area in order to provide utility services to the subject Lot(s), including, but not limited to, electricity, waste water, sewer, gas, water, telephone, communication and cable television services. The Access & Utility Easements exist for the benefit of the Lots designated in the document creating the Easement. No Lot shall use the Easements in any manner such as would restrict or prevent the other Lots' usage of the Easements for their intended purposes.

7.1.2 Declarant does hereby establish an easement for access and utilities as set forth and recorded in the easement document in Auditor's File No. 200801300046, records of Kittitas County, Washington, EXHIBIT B.

7.2 Notwithstanding the foregoing there shall be a 15 foot easement created and established on each side of any and all lot lines. This easement shall be expanded to a 20 foot easement on the outside of lots bordering the perimeter of the PUD or any plat which may be used for walking and biking trails as well as utility corridors and fire breaks. These easements shall also be for the use of supplying Utilities within the property or trail systems as planned on the various community plats or surveys. Declarant shall have the sole right to grant the use of these easements to any other entity or utility and this right shall survive the Transition Date.

7.3 Utility Easements. Easements shown on the face of the Community Plat and/or surveys for utility service may be established, created and reserved for the benefit of utility providers, for the purposes of ingress, egress, installation, reading, replacing, repairing and maintaining systems, lines, drainage paths, creeks and meters. These easements shall be for the sole use for supplying Utilities within the property. Declarant shall have the sole right to grant the use of these easements to any other entity or utility and this right shall survive the Transition.

7.4 Natural Drainage Easements. Natural Drainage Easements shall be easements for drainage purposes only and shall not be blocked or moved by property owners. Said drainages shall be managed as provided for herein.

7.5 Trail Easements. The Declarant reserves the right to establish certain trail easements which will be for the use of the property owners. Said trail easements may also be used as Utility easements. These easements shall be for the sole use for supplying Utilities within the property. Declarant shall have the sole right to grant the use of these easements to any other entity or utility and this right shall survive the Transition Date.

7.6 There shall be no additional easements granted on any Lots without the approval of the Declarant and after the transition date by the Association. The authority to



grant or approve any additional easements is specifically held by the Declarant and cannot be modified by the Board or by vote of the Owners.

7.7 No Lot Owner shall have a right to grant any other Lot Owner or the owner of any property not subject to this declaration an easement for any purpose without the written approval of the Declarant and, after the Transition Date, the Association.

8. MAINTENANCE AND IMPROVEMENT.

This section refers to the maintenance of road easements, utility easements, trail easements, identified open space easements and drainage easements and rights of way. The easements within the Property shall be maintained by the Association, with the cost of all approved improvements and/or maintenance and snow removal shared equally by the Lot Owners served by such easements, based upon the number of Lots within the The Ranch on Swauk Creek regardless of ownership. No Owner shall perform easement maintenance and/or snow removal which is not authorized by the Association. Maintenance shall include the cost of snow removal and the cost of removing and/or controlling any and all noxious weeds growing on or located on the easement. Road maintenance expenses, or portions thereof, shall be assessed against all of the Lots equally.

8.2 Snow Removal. The Association shall contract for snow removal each year and shall notify the Lot Owners of any change to the terms of said contract. Such contract shall provide that roads shall be plowed: (i) at least 16 feet wide; (ii) upon 12 inches of snowfall; (iii) a maximum of once a day. It is the intent of these standards to maintain the roads to a degree passable by four-wheel drive vehicles. It shall be the responsibility of the Lot Owners to plow their own driveways and entry points onto the road system. It should be understood that during high snowfall periods roads may accumulate additional snow prior to and after plowing. Lot Owners shall not push or pile snow anywhere within the road easements or right of ways.

8.3 General Maintenance. It shall be the Declarant's, and after the Transition Date, the Board's responsibility to maintain the roads and road easements, with the exception of Snow Removal which is addressed above, to a standard that is equal to the manner that Kittitas County maintains their roads and road easements. The cost of this maintenance, as determined by the Declarant, and after the Transition Date, the Board, shall be shared equally by all Lot Owners.

9. SWAUK CREEK ACTIVITY CENTER AND COMMON AREAS.

Declarant intends to, develop an activity center located within the property (the "Activity Center"), together with a system of common areas and/or trails over and across the Property and/or other lands, which shall be for the use and benefit of the Owners. The Activity Center, common areas and trails (collectively, the "Common Elements") shall be



owned and managed by The Ranch on Swauk Creek LLC, a Washington Limited Liability Corporation or its successor or assigns; provided, however, in the event The Ranch on Swauk Creek LLC, elects to transfer ownership and/or management of the Common Elements, or any of them, to the Association, the Association shall assume all rights, responsibilities and liabilities thereto. The Ranch on Swauk Creek LLC, a Washington limited liability company, in its sole discretion may transfer ownership and/or operation of the Activity Center and the common elements to one or more third parties.

9.1 Each Lot shall have use of the Common Elements as set forth in the OPERATING RULES AND REGULATIONS OF THE SWAUK CREEK ACTIVITY CENTER as may be adopted and amended by the Declarant or any of its successors or assigns and shall be liable for an equal pro-rata share in and to the annual costs and expenses relative to the ownership of, maintenance of, or operation of the Activity Center and other Common Elements thereto. Such rights and the obligation for dues will commence upon the opening of the Swauk Creek Activity Center or any trails or other Common Element areas. Such rights and liabilities in and to the Common Areas are private to and shall not be severed from the ownership of a Lot.

9.2 Annually, the Board of Directors of Swauk Creek Activity Center, Inc. shall establish a yearly use fee and reserve fund fee for maintenance, repairs and replacement of the Common Areas and for acquisition and operating reserves (the "Activity Center Fees"). The Activity Center Fees shall be presented to the Association on or before the 1st day of March of each year. The Association shall then send each Lot Owner, except the Declarant, an "Activity Center Assessment" based on the Activity Center fees and such additional fees as the Association assesses pursuant to the Declaration, the Articles and Bylaws. The Assessment shall be payable equally by all Lot Owners on an annual basis upon receipt of the Activity Center Fees Statement by Lot Owner.

9.3 The Association shall collect from each Lot Owner an equal pro-rated share of the Activity Center Assessment based upon the total number of Lots in existence as of the date of such assessment, with each one Lot having one equal share of the total obligation, regardless of ownership.

9.4 Use by Others. The Activity Center may sell memberships to its facilities outside of The Ranch at Swauk Creek. These memberships will carry all of the same benefits and responsibilities of the memberships of the Lot Owners. The memberships sold to non Lot Owners will only entitle the member to use the primary activity center and shall be under such terms and conditions as the Activity Center Board shall establish.

10. DESIGNATION OF COMMUNITY IMPROVEMENTS.

10.1 Additional Community Improvements. Additional Community Improvements may be designed as such (i) in a Supplemental Declaration, (ii) in a conveyance from Declarant to the Association, or (iii) by the Association if otherwise acquired by the Association.



10.2 Conveyance of Community Improvements to Association. Except for portions dedicated to the public or to any Governmental Authority, Declarant may convey or assign, and the Association shall accept, all or selected portions of the Community Improvements free and clear of monetary liens (except for non-delinquent taxes and assessments) not later than the end of the Development Period.

10.3 Dedication of Community Improvements. Subject to the approval of and acceptance by such entity, Declarant or the Association may dedicate, or during the Development Period, Declarant may require the Association to dedicate, portions of the Community Improvements to any Governmental Authority.

11. USE OF COMMUNITY IMPROVEMENTS.

11.1 Use by Owners. Subject to the provisions of this Declaration and the Policies and Procedures adopted hereunder, each Owner shall have a right to use the Community Improvements, which right shall be appurtenant to and pass with the title to such Owner's property. Any Owner may extend the Owner's right of use and enjoyment of the Community Improvements to the members of the Owner's family, social or business invitees, and lessees, as applicable, subject to reasonable rules and regulations by the Association. An Owner or a member of the Owners Immediate Family must be present with any individual that the Owner has extended the Owners right of use. Other restrictions may be placed on the Owner's extending their right to use the Community Improvements. An Owner who leases the Owner's property shall be deemed to have assigned all such rights to the lessee of such property for the period of the lease.

11.2 Use by Public. To the extent mandated by any Governmental Authority or when so determined by Declarant, members of the public may have the right to use portions of the Community Improvements at such time and subject to such Policies and Procedures as the Association may establish. In addition, Declarant, during the Development Period, or the Association may designate certain portions of the Community Improvements as semi-public, recreational or service areas which may be used by members of the public on a free or fee-paying basis. In such event, Owners shall be permitted to use such facilities or services either on a free basis or for fees that are no higher than those charged to members of the public for an equivalent use or service.

11.3 Restrictions on Use. The following restrictions shall apply to the Community Improvements or the whole of the Ranch on Swauk Creek as provided below:

11.3.1 Private Use. The Community Improvements may not be partitioned or otherwise divided into parcels for private use, and no private structure of any type (except utilities or similar facilities permitted by Declarant) shall be constructed on the Community Improvements. The Community Improvements shall be reserved for the use and enjoyment of all Owners, and no private use may be made of the Community Improvements, except for temporary uses as authorized by the Declarant. Nothing in this Declaration shall



prevent the placing of a sign or signs on the Community Improvements identifying portions of the Ranch on Swauk Creek or identifying trails, dedicated riparian areas or items of interest, including traffic and directional signs, provided such signs are placed by Declarant or are approved by the Association.

11.3.2 Prohibited Vehicles. Except to the extent specifically authorized in the Policies and Procedures, golf carts, snowmobiles, four wheelers and other motorized off-road vehicles may not be operated within the Community Improvements. All vehicles operated within the Property must be licensed, insured and street legal and must be operated by a licensed driver. No recreational use by vehicles of any sort shall be permitted on lots or roads within the Community. Vehicles may be used for transportation from place to place.

11.3.3 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on within the Property, nor shall anything be done or placed on the Community Improvements which interferes with or jeopardizes the enjoyment of the Community Improvements, or which is a source of annoyance to Owners or occupants. No unlawful use shall be made of the Community Improvements nor any part thereof, and all laws and regulations of all Governmental Authorities shall be observed.

11.3.4 Restrictions in Conveyances. Any restrictions contained in any deed or conveyance conveying the Community Improvements to the Association shall be observed.

11.3.5 Policies and Procedures. In addition to the restrictions in this Declaration, the Declarant from time to time may adopt, modify or revoke such Policies and Procedures governing the conduct of Persons and the operation and use of the Community Improvements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Community Improvements. A copy of the Policies and Procedures, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be furnished by the Association to each Owner and shall be binding upon all Owners and occupants of Property.

11.3.6 Governing Documents. Use of the Community Improvements shall be subject to any additional restrictions contained in any of the applicable Governing Documents.

12. **DECLARANT CONTROL.** Declarant hereby retains and reserves to itself certain rights as set forth in this Declaration during the Development Period. Such reserved rights are for the purpose of allowing the Declarant to complete the development of the Property in the Declarant's discretion and to optimize Declarant's ability to enhance and protect the value, desirability and attractiveness of the Property.



12.1 Transition Date. The Transition Date will be the earlier of either: (i) the date designated by Declarant in a written notice to the Lot Owners, which date may be, at Declarant's election, any date after this Declaration has been recorded; or (ii) ten (10) years after the final sale of the Lots in the Ranch on Swauk Creek, including any Additional Properties that may be added as provided herein.

12.2 Declarant reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

12.3 All development taking place in Open Space or in or near critical areas shall comply with local government regulations and be in accordance with all applicable Shoreline and floodway ordinances.

13. OPEN SPACE.

13.1 Title to Open Space. Except for the portions dedicated pursuant to Paragraph 2.4, title to the Open Space may be conveyed to and shall be accepted by the Association by Declarant free and clear of monetary liens (except for non-delinquent taxes and assessments).

13.2 Use of Open Space. The Open Space shall not be partitioned or otherwise divided into parcels for residential use, and no private structure of any type (except utility, recreation or similar facilities permitted by Declarant or the Association) shall be constructed on the Open Space. Except as otherwise provided in this Declaration, the Open Space shall be reserved for the use and enjoyment of all Owners and no private use may be made of the Open Space. Nothing in this Declaration shall prevent the placing of a sign or signs upon the Open Space by Declarant or the Association identifying the Residential Areas or identifying trails or identifying items of interest, including traffic and directional signs, provided such signs are approved by the Architectural Committee and comply with any applicable sign ordinances. The Board shall have authority to abate or enjoin any trespass or encroachment upon the Open Space at any time, by any reasonable means and with or without having to bring legal proceedings.

13.3 Easements Retained by Declarant. So long as Declarant owns any Unit, Declarant shall retain an easement over, under and across the Open Space in order to carry out development, management, sales and rental activities necessary or convenient for the sale or rental of Units. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Open Space and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Residential Areas or other real property owned by Declarant or an Affiliate thereof; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use,



enjoyment or access to a Unit by the Owner thereof or such Owner's family, tenants, employees, guests or invitees.

13.4 Easement to Serve Other Residential Areas. Declarant reserves for itself and its duly authorized agents, successors, assigns, and mortgagees, and the developers of Improvements in all future phases of The Ranch on Swauk Creek, a perpetual easement over the Open Space for the purposes of enjoyment, use, access, and development of the property subject to the Planned Unit Development, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Open Space for construction, utilities, water and sanitary sewer lines, communication lines, drainage facilities, irrigation systems, signs and ingress and egress for the benefit of other portions of The Ranch on Swauk Creek and any Additional Property that becomes subject to this Declaration or any property in the vicinity of the Residential Areas or additional property that is then owned by Declarant or an Affiliate thereof. Declarant agrees that such users shall be responsible for any damage caused to the Open Space as a result of their actions in connection with development of such property. If the easement is exercised for permanent use by such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance of such facilities. The allocation of costs in any such agreement shall be based on the number of residential dwelling units on the property served by the easement and not subject to this Declaration as a proportion of the total number of residential dwellings units within The Ranch on Swauk Creek and on such benefited property.

13.5 Owners' Use. Subject to provisions of this Article, and except for the Restricted Areas, every Owner and the Owner's tenants and guests shall have a right to use the Open Space for the uses for which they are established, which right of use shall be appurtenant to and shall pass with the title to every Unit. The use of Limited Open Space, however, shall be limited to the Owners of the Units to which the Limited Open Space are assigned in this Declaration or any applicable Supplemental Declaration and their respective tenants, invitees and licensees.

13.6 Extent of Owners' Rights. The rights to the use and enjoyment in the Open Space created hereby shall be subject to the following and all other provisions of this Declaration:

(a) The Governing Documents;

(b) Any restrictions or limitations contained in any deed or other instrument conveying such property to the Association;

~~(b)(c)~~ Easements reserved to Declarant for itself and the Association for underground installation and maintenance of power, gas, electric, water



and other utility and communication lines and services installed by or with the consent of Declarant or with the approval of the Board and any such easement shown on any plat of the Residential Areas and for construction, maintenance, repair and use of Open Space and any Improvements thereon;

~~(e)(d)~~ Easements granted by Declarant or the Association to Governmental Authorities or companies providing utility and communications services and to police, fire and other public officials and to employees of utility companies and communications companies serving the Residential Areas;

(e) The Board's right to:

(i) adopt Policies and Procedures regulating use and enjoyment of the Open Space, including rules limiting the number of guests who may use the Open Space;

(ii) suspend the right of an Owner to use recreational facilities within the Open Space as provided in this Declaration;

(iii) dedicate or transfer all or any part of the Open Space, subject to such approval requirements as may be set forth in this Declaration;

~~(iii)(iv)~~ impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Open Space;

~~(iii)(v)~~ permit use of any recreational facilities situated on the Open Space by persons other than Owners, their families, lessees, and guests with or without payment of use fees established by the Board;

(vi) designate areas and facilities of Open Space as Public Areas or Restricted Areas;

13.7 Enjoyment of Owners' Rights. Any Owner may extend the Owner's right of use and enjoyment of the Open Space to the members of the Owner's family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases the Owner's Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease,



13.8 Alienation of the Open Space. The Association may not encumber, sell or transfer title to the Open Space owned directly or indirectly by the Association for the benefit of the Owners unless such encumbrance, sale or transfer has been approved by a majority of the voting rights in the Association.

13.9 Community Improvements. Portions of The Ranch on Swauk Creek may be designated as Community Improvements. The use, maintenance and operation of the Community Improvements shall be governed by the Declarant or Board as set out in section 10 & 11.

13.10 Open Space Areas. Any portion of the Residential Areas designated as open space on any plat or in this Declaration is reserved as open space which, except as otherwise shown on the Planned Unit Development, shall be free of Residential Improvements,

13.11 Restricted Areas. Declarant or the Association shall have the right from time to time to designate portions of the Open Space that may not be entered or used by any of the Owners other than Declarant and the Association or such of their respective agents or representatives as may be reasonably required for their preservation, care, maintenance or renewal, to enforce these restrictions, or for such other limited purposes that are permitted by Declarant or the Board. Restricted Areas may include environmentally or historically sensitive areas, riparian corridors, wetlands, Swauk Creek, riverbanks and other areas adjacent to Swauk Creek, and other areas Declarant or Board desire to preserve in their natural state or otherwise preserve for the protection of wildlife, personal safety, security or other mutually beneficial purposes.

13.12 Easements. Easements may be reserved as part of the Open Space for signage and visual landscape features, or as otherwise provided in the Supplemental Declaration or other instrument establishing the easement. Such easements are to be maintained by the Association and no changes in landscaping will be permitted without written authorization by the Architectural Review Committee. No building, wall, fence, paving, landscaping or construction of any type shall be erected or maintained by any Owner so as to trespass or encroach upon easements included in the Open Space.

13.13 Limited Open Space.

13.13.1 Purpose. Certain portions of the Open Space may be designated by Declarant or the Association as Limited Open Space and reserved for the exclusive use or primary benefit of Owners and occupants of specified Units. By way of illustration and not limitation, Limited Open Space may include private access roads serving certain Units. All costs associated with maintenance, repair, replacement, and insurance of Limited Open Space shall be allocated among the Owners of the Units to which the Limited Open Space are assigned.



13.13.2 Initial Designation. Limited Open Space may be designated as such in the instrument by which they are conveyed to the Association or in any Supplemental Declaration annexing Additional Property to this Declaration.

13.13.3 Subsequent Assignments. Limited Open Space may be converted to Open Space and Limited Open Space may be reassigned upon (i) approval by the Board and (ii) the vote of Voting Representatives representing two-thirds of the Units to whom any of such Limited Open Space are then assigned, Any such conversion or reassignment shall also require Declarant's written consent if made during the Development Period.

13.13.4 Use by Others. Upon approval of a majority of Owners of Units to which any Limited Open Space is assigned, the Association may permit other Owners to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the expenses attributable to such Limited Common Area.

13.14. Pond and Riparian areas. All Owners and the Association hereby acknowledge that bodies of water in general, and the Community pond(s) and Swauk Creek in particular, present inherent risks of drowning or significant injury. Owners, and not the Declarant or Association, are responsible for the safety of themselves, their children, and guests and invitees. Any Owner utilizing the pond or the areas adjacent to or included in the Swauk Creek Riparian area, or allowing others to do so as their guests or invitees, agree, on behalf of themselves and others that they allow to utilize these areas, to indemnify, defend with counsel subject to the Association's approval and hold the Association and Declarant harmless from any and all claims, losses and damages associated with their use of the pond or Swauk Creek riparian area, or surrounding Open Space.

13.15 Portions of the Open Space including the active farm and ranch lands may not be included in the Open Space easement and ownership of said Open Space may be maintained by the Declarant or transferred to a third party. Use of these areas of Open Spaces will be managed by the owner of the property.

14. ADDITIONAL PROPERTIES.

During the Development Period, the Declarant shall have the right to include additional properties which have been or will be developed in a manner similar to that outlined herein (the "Additional Properties") within the Ranch on Swauk Creek and to grant participation, voting rights and obligations on identical terms to the Lot Owners of such Additional Properties. At such time as Declarant elects to extend the rights contained herein to any Additional Properties, Declarant shall execute and record an amendment to this



declaration subjecting the Additional Properties to all or portions of this Declaration pursuant to as provided herein.

14.1 In the event any such Additional Properties are not owned by Declarant, the owner or owners of such Additional Properties (the "Additional Developers") shall join with Declarant in the execution of said amendment at which time the Additional Developers shall automatically be included in the definition of Declarant herein, and the Additional Properties shall be included in the definition of Property herein.

14.2 Provided that the Primary Purpose of this Declaration is maintained, Declarant shall have the right to subject the Additional Properties, or portions thereof, to a modified set of Building and Construction Requirements, Sewer provisions and/or Easement provisions as appropriate for the development of such Additional Properties or portions thereof.

15. SECONDARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. Individual areas and plats or condominiums within the Property and/or surveys within the Property will be developed at different times, in phases, and at different standards. Declarant reserves the right to place additional covenants, conditions and restrictions on all or any portion of the property by causing to be recorded a Secondary Declaration which may be applicable to all or any portion of the Property during the development period.

16. THE RANCH ON SWAUK CREEK OWNER'S ASSOCIATION.

16.1 Organization. The Declarant has organized within the State of Washington an owners' association known as "The Ranch on Swauk Creek Owners' Association". The membership of the Association at all times shall consist exclusively of all the Lot Owners. Each Lot Owner by virtue of these covenants, conditions and restrictions is, must and shall be a member in The Ranch on Swauk Creek Owner's Association.

16.2 Board of Directors.

16.2.1 During the Development Period, an interim Board composed of at least three (3) members will be appointed by the Declarant.

16.2.1.1 After the Transition Date the first order of business of the interim Board shall be to give notice of a date for and establishing procedures for the staggered election of a five-person Board to conduct future business and direct the organization.

16.2.1.2 The elected members of the Board shall take office upon election. The board members shall thereafter each hold office for three (3) years unless he or she shall sooner resign, be removed, or otherwise become disqualified to serve. The



Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise (a) if appointed by the Declarant, the care required of fiduciaries of the Lot Owners; or (b) if elected by the Lot Owners, ordinary and reasonable care.

16.2.1.3 The Lot Owners may remove any member of the Board with or without cause, other than a member appointed by the Declarant. The Declarant may not remove any member of the Board elected by the Lot Owners.

16.2.2 Officers of the Association. The Board shall elect the officers. Such officers shall take office upon election. The officers shall be elected annually and each shall hold office for one (1) year unless he or she shall sooner resign, be removed, or otherwise become disqualified to serve.

16.3 Voting. The total voting power of all owners shall be equal to the number of Lots in existence as of the date of such vote, with each one Lot having one vote, regardless of ownership.

16.3.1 Lots owned by multiple individuals must declare in writing to the Board, prior to any vote, who the voting member of the ownership is for any vote taken. If only one of multiple owners of a Lot is present at a meeting of the Association, that owner is entitled to cast the vote allocated to that Lot. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

16.3.2 Votes allocated to a Lot may be cast pursuant to a written proxy duly executed by a Lot Owner. A Lot Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. To be valid, a proxy must be in writing, dated, signed by the Owner granting the proxy, clearly state the authority of the proxy holder and be registered with the meeting chairperson at the commencement of the meeting. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance.

16.3.3 Unless specifically provided otherwise herein, all matters requiring a vote of the Lot Owners must be approved by two thirds of the Lot Owners in attendance at a meeting duly called for that purpose at which a voting quorum must be present. Alternatively, proposals may be submitted to the Lot Owners for the written consent of two-thirds of all owners entitled to vote. A voting quorum is based on physical presence and/or valid proxies representing 50% of the qualified voters.

16.3.4 Voting qualifications established by this article may not be expanded, limited, amended or modified. They are fundamental to the operation of this Association and the Declaration.



16.4 Association Responsibilities.

16.4.1 As of the Transition Date, except as may be specifically reserved herein, the rights, duties and responsibilities of Declarant shall be deemed to be automatically transferred to the Association acting by and through their Board.

16.4.2 The Association shall maintain the drainage ditches, creek paths, water bars and other drainage facilities throughout the property; provided, however, Lot Owners adjacent to any drainage facility shall also have the right of maintenance thereto provided that drainage paths may not be moved from original surveyed or platted locations, or changed in size, grade, shape, or in any other manner.

16.4.3 The Association shall maintain the Entry Statements, Community Areas, Riparian buffer zone and Trail signage.

16.4.4 The Association shall maintain the roads as provided in Section 8 herein.

16.4.5 The Association shall adopt, amend, and/or revoke detailed rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the Property. The rules and regulations shall be binding upon all Lot Owners and occupants and all other persons claiming any interest in the Property. During the Development Period, adoption, amendment, and/or revocation of such rules and regulations does not require approval by the Lot Owners. After the Transition Date such rules and regulations shall be approved by the Lot Owners.

16.4.6 The Association shall collect and disburse those assessments and fees provided for herein and shall maintain separate records for each individual assessment purpose. By way of example, assessments owing due for Road Maintenance and Improvement for a particular road system shall be maintained separately from any other road system assessments and from any Activity Center Assessments.

16.4.7 The Association shall keep detailed financial records. The financial records shall be audited at least annually by a certified public accountant, and audited financial statements shall be available within 120 days of the Association's fiscal year-end; provided, however, such audit may be waived annually by Lot Owners other than the Declarant of Lots to which sixty percent (60%) of the votes are allocated, excluding the votes allocated to Lots owned by Declarant. All financial and other records shall be made reasonably available for examination by any Lot Owner and the owner's authorized agents.

16.4.8 The Association shall do such other matters as may be determined reasonable or necessary by the Board and/or by a majority vote by the Lot Owners.



16.5 Association Powers. The Association shall have those powers reasonably necessary to carry out the responsibilities set forth herein, including, but not limited to:

16.5.01 Adopt and amend Bylaws, rules and regulations;

16.5.02 Enforce the provisions hereof;

16.5.03 Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect assessments for common expenses from Lot Owners;

16.5.04 Adopt, amend and enforce rules and regulations adopted by the Declarant and/or Association, in the Declarant and/or the Association's discretion, relating to the use and management of Association property and /or necessary for the proper and efficient administration of these Covenants, Conditions and Restrictions and any Secondary Covenants, Conditions and Restrictions;

16.5.05 Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;

16.5.06 Make contracts and incur liabilities;

16.5.07 Impose and collect any payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to Lot Owners, including enforcing liens against Lots to collect Assessments;

16.5.08 Impose and collect charges for late payment of Assessments and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Bylaws or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to owners for violations of the Declaration, Bylaws, rules and regulations of the Association. Any charges levied pursuant to this section shall be treated as a lien against the Lot Owner and the Lot and may be collected as provided for in section 18.

16.5.09 Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates and statements of unpaid assessments;

16.5.10 Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

16.5.11 Assign its right to future income, including the right to receive common expense assessments;



16.5.12 Acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property;

16.5.13 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the Property;

16.5.14 Any check written by the Association for an Association expense which exceeds \$2,500.00 shall be signed by two members of the Association Board of Directors; 16.5.16 Adopt and enforce rules of the road and related rules for the ownership, operation, use and maintenance of the roads and easements set forth herein. Any fines levied pursuant to this section shall be treated as a lien against the Lot Owner and the lot and may be collected as provided for in Section 18.

16.6 Liens and Collection of Assessments.

16.6.01 The Board shall acquire and pay for as common expenses any goods or services reasonably necessary or convenient for the efficient and orderly maintenance of the Property.

16.6.02 All unpaid sums assessed by the Association to any Lot shall constitute a lien on the Lot and all its appurtenances from the date the Assessment becomes due and until fully paid. The lien for such unpaid Assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages and/or Contracts of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. Unpaid Activity Center Assessments, as defined in this document, are assessments and shall be treated as other unpaid sums shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid.

16.6.03 A First Mortgage and/or Vendor possession through a Mortgage foreclosure, deed of trust sale, declaration of forfeiture of contract, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot burdened with all claims for the share of assessments chargeable to the Lot which became due before such possession. The successor Lot Owner will be liable for the common expenses and assessments that accrue after the taking of possession. Any past-due share of assessments that are not collected shall become new expenses chargeable to all of the Lot Owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them.



16.6.04 The Board shall publish and maintain a list of common expenses, liens outstanding, and to the extent available, projected expenses for coming periods.

16.6.05 Upon written request of a the holder of a first mortgage or deed of trust, or the vendor on a real estate contract, the Association will furnish a statement of lien balances and the information available to a Lot Owner. A fee equal to the costs of producing said statement will be charged to the individual or entity requesting said statement.

16.6.06 The lien of delinquent assessments may be foreclosed as a mortgage of real property under the laws of the State of Washington. The Declarant or Board, acting on behalf of the Owners Association, shall have the power to bid in the Lot at the foreclosure sale, and acquire and hold, lease, Mortgage, and convey the same.

16.6.07 In addition to constituting a lien on the Lot, all sums assessed by the Board chargeable to any Lot, together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the owner and any contract purchaser of the Lot when the assessment is made, and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

16.6.08 The Board may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of more than ten (10) days after the date when due. In the absence of another established, non-usurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If an installment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

16.6.09 In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorneys' fees; and all costs and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law. The venue of any action upon this agreement shall lie in Kittitas County.

16.6.10 The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

16.6.11 No Lot Owner may avoid or escape liability for assessments provided for herein by abandoning, selling or transferring ownership in his or her Lot.

16.7 The funds of the Association shall not be commingled with the funds of any other association, nor with the funds of any manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall



be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association.

16.8 The Board may exercise any other powers conferred by the Declaration or Bylaws; exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and exercise any other powers necessary and proper for the governance and operation of the Association. The Board may secure a loan to purchase property or provide improvements it deems appropriate.

17. TERM OF COVENANT.

The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property for thirty (30) years from the date this Declaration is recorded, after which said covenants shall be automatically extended in perpetuity until terminated by any instrument terminating these covenants which has been signed by 75% of the Lot Owners of record at the time of the termination. This Declaration may be amended at any time by the Declarant as set forth herein and, after the Transition Date, only so long as the amendment has been signed by at least 75% of the Lot Owners of record at the time of the amendment. Amendments must be made in a manner as set forth herein.

18. AMENDMENT.

18.1 Amendments to the Declaration shall be made in an instrument in writing entitled "Amendment to Declaration of Ranch on Swauk Creek" which sets forth the entire amendment. Notice of any proposed amendment must be given to all Lot Owners.

18.2 During the Development Period, Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) or Federal Housing Administration (FHA) regulations or requirements as necessary to enable the holders of first mortgages of deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC or FNMA or FHA. If Declarant, after the Declaration has been recorded, determines that it is necessary to amend the Declaration, then the Declarant is hereby authorized to execute and to have recorded said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.



18.3 Declarant reserves the right to amend this Declaration, without approval by Lot Owners, as provided herein; provided, however Declarant shall provide Lot Owners with a copy of any such amendment within 10 days of execution thereof.

18.4 Declarant or any Lot Owner may propose amendments to this Declaration. Amendments must comply with the same approval procedure as rules and bylaws, as outlined below. Once an amendment has been adopted by the Lot Owners, the amendment will become effective when recorded in the Auditor's Records of Kittitas County, Washington.

18.4.1 Any proposed amendment must be approved prior to its adoption by a majority of the Board of Directors of the Association, it being understood that, during the Development Period, this right of approval lies solely with the Declarant as the sole Board Member.

18.4.2 Any proposed amendment so approved by the Board, shall then be approved by a two-thirds (2/3) majority of the Lot Owners. Said approval may be evidenced by signature on the amendment document or by certificate contained in the amendment to the effect that the Board is in possession of the written consent to the amendment by at least a two-thirds (2/3) majority of the Lot Owners. In all events, the amendment shall bear the signature of the president of the Board of the Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted and shall be acknowledged by them as officers of the Association.

18.5 It is specifically covenanted and understood by any parties accepting ownership interest in Lots subject to this Declaration that any amendment to this Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions, and reservations contained herein which may be affected and any or all clauses of this Declaration.

19. GENERAL PROVISIONS.

19.1 All notices given under the provisions of this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail, postage prepaid, addressed to the Person entitled to such notice.

19.1.1 Owner's Address of Record. Notices to Lot Owners shall be mailed to the Owner's Address of Record. Each Owner must maintain an address of record with the Declarant and, after Transition Date, the Association. Transfer of property must be accompanied by a notice of change of address given by U.S. Mail to the Declarant and, after Transition Date, the Association. Failure to maintain a current address waives Owner's right to object to lack of notice of pending meetings, elections and official proceedings pursuant to this Declaration. Absent a valid address of record, the Declarant and, after Transition Date,



the Board may (but is not required to) designate the taxpayer's address shown on the Kittitas County tax rolls as the address of record.

19.1.2 Office of Record. Notices to the Declarant and/or the Association shall be mailed to the Office of Record. The Office of Record's address may be changed from time to time by the execution and recording of an instrument in the Auditors Office of Kittitas County Washington which (i) refers to this Declaration and this Article and (ii) sets forth the Office of Record new address.

19.1.3 Notice of meetings, elections and pending action shall be timely if given by U. S. Mail thirty (30) days in advance of the proposed activity.

19.2 Limitation of Liability. So as long as the Declarant, Association, or Board Member acting on behalf of the Owners to enforce the terms and provisions of this Declaration is acting in good faith, without willful or intentional misconduct, then Declarant, Association, or Board Member shall not be personally liable to any Owner or other person or entity for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of Declarant, Board or Owner.

19.3 Indemnification. Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such a position as representing the Lot Owners or their Board under this Declaration, or any settlement thereof, whether or not Declarant holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein Declarant is adjudged guilty of willful misfeasance in the performance of his or her duties.

19.4 Insurance. At such time as the Declarant, and after the Transition Date, the Board deems appropriate, the Declarant may cause the Owners Association to purchase and maintain as a common expense a policy or policies which the Declarant deems necessary or desirable to provide casualty insurance; comprehensive liability insurance, with such deductible provisions as the Declarant deems advisable; insurance, when available, for the protection of the Declarant, and/or its representatives, from personal liability in the management of the Declarant's duties with respect to the Plat and/or survey; and such other insurance as the Declarant deems advisable.

20. ENFORCEMENT.

20.1 During the Development Period, the Declarant shall have the right, but not the obligation, to enforce the provisions of this declaration, and the rules and regulations for the benefit of the Lot Owners. Upon the Transition Date, and without further action by any Person or Persons, (i) the term of the Declarant's management of the Property shall end and



all duties shall become the responsibility of the Association and its Board of Directors; and (ii) the Declarant shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration.

20.2 If there is a violation of any of the conditions of these covenants, conditions or restrictions as herein set forth or as hereinafter amended, any Lot Owner, joining with other Lot Owners or individually, and/or the Association, shall have the right to proceed at law or in equity to collect damages or to compel compliance with the terms and conditions of these covenants, conditions, restrictions and easements or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein.

20.3 The failure of any Owner to comply with provisions of this Declaration, or the rules and regulations may give rise to a cause of action by the Declarant and/or any aggrieved Lot Owner, the Declarant and/or the Board for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations adopted by the Declarant or Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court. Venue for such proceedings shall be in Kittitas County, Washington.

20.4 In the event any suit brought by any party to enforce the terms and conditions of these covenants, conditions, restrictions and easements results in a monetary judgment against a Lot Owner, said judgment shall become a lien against that person or entity's Lot in addition to becoming the personal obligation of that Lot Owner. Said lien shall be foreclosed in the manner as provided by Washington State law. In addition to having the lien, the holder of a judgment against any Lot Owner for any monetary damages awarded as a result of a violation of these restrictive covenants, conditions and restrictions shall have the option of proceeding personally against the owner of a Lot or the option of foreclosing the lien in the Lot Owner's property. In the action foreclosing the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law.

20.5 Failure by the Declarant, the Association and/or any Lot Owner in any instance to insist upon the strict compliance with this Declaration or rules and regulations adopted pursuant hereto, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of that or any other term, covenant, condition, or restriction. The receipt of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Declarant and, after Transition Date, the Board, of any requirement shall be effective unless expressed in writing and signed by the same.

20.6 If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the



remainder of this Declaration or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of these Covenants shall be valid and be enforced to the fullest extent permitted by law.

20.7 In the event any charge or fine is levied against a lot or Lot Owner and or their guests, invitees and assigns by the association and said fine or charge is not paid said fine or charge shall become a lien against that person or entity's Lot in addition to becoming the personal obligation of that Lot Owner. Said lien shall be foreclosed in the manner as provided by Washington State law. In addition to having the lien, the holder of a judgment against any Lot Owner for any monetary damages awarded as a result of a violation of these restrictive covenants, conditions and restrictions shall have the option of proceeding personally against the owner of a Lot or the option of foreclosing the lien in the Lot Owner's property. In the action foreclosing the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law.

21. **FURTHER SUBDIVISION OF LOTS.** Except for property owned by the Declarant there shall be no further subdivision of any Lots after the Effective Date of this declaration.

22. **EFFECTIVE DATE.** This Declaration shall be effective upon recording.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set their hand and seal as of the 20th day of February, 2008.

DECLARANT:

The Ranch On Swauk Creek, LLC, a Washington Limited Liability Company; O'Callahan Family Holdings, Inc., a Washington corporation, Evergreen Valley LLC, a Washington limited liability company and Cle Elum Pines East LLC, a Washington limited liability company

By: 
Patrick D. Deneen, Manager

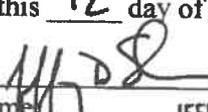


STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, Patrick D. Deneen, to me known to be the Manager, respectively of The Ranch On Swauk Creek, LLC, a Washington Limited Liability Company; O'Callahan Family Holdings, Inc., a Washington corporation, Evergreen Valley LLC, a Washington limited liability company and Cle Elum Pines East LLC, a Washington limited liability company, executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 12 day of March, 2008.




Printed Name: JEFFREY D. SLOTHOWER
Notary Public in and for the State of Washington
My commission expires: 3.9.10



**EXHIBIT A TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE RANCH ON SWAUK CREEK**

Legal description:

20-17-28000-0007

Lot 2B4 of that certain survey recorded December 22, 2005 in Book 32 of surveys on Page 26 under Auditor's file no. 200512220031 Records of Kittitas County, State of Washington; Being a portion of the southeast quarter of Section 28, Township 20N, Range 17 East, W.M., Kittitas County, Washington.

20-17-28000-0006 & 20-17-28000-0001

Lot 2B3 of that certain survey recorded December 22, 2005 in Book 32 of surveys on Page 26 under Auditor's file no. 200512220031 Records of Kittitas County, State of Washington; Being a portion of the southeast quarter of Section 28, Township 20N, Range 17 East, W.M., Kittitas County, Washington. (39.35) Forest & Range zoning

20-17-28000-0005

Lot 2B2 of that certain survey recorded December 22, 2005 in Book 32 of surveys on Page 26 under Auditor's file no. 200512220031 Records of Kittitas County, State of Washington; Being a portion of the southeast quarter of Section 28, Township 20N, Range 17 East, W.M., Kittitas County, Washington. 21.06

20-17-28000-0004

Lot 2B1 of that certain survey recorded December 22, 2005 in Book 32 of surveys on Page 26 under Auditor's file no. 200512220031 Records of Kittitas County, State of Washington; Being a portion of the southeast quarter of Section 28, Township 20N, Range 17 East, W.M., Kittitas County, Washington. 24.05

20-17-28000-0003

Lot 2A2 of that certain survey recorded December 22, 2005 in Book 32 of surveys on Page 26 under Auditor's file no. 200512220031 Records of Kittitas County, State of Washington; Being a portion of the southeast quarter of Section 28, Township 20N, Range 17 East, W.M., Kittitas County, Washington. 27.08

20-17-28000-0002

Lot 2A1 of that certain survey recorded December 22, 2005 in Book 32 of surveys on Page 26 under Auditor's file no. 200512220031 Records of Kittitas County, State of Washington; Being a portion of the southeast quarter of Section 28, Township 20N, Range 17 East, W.M., Kittitas County, Washington. 21.46

20-17-33000-0001

Parcel 1 of that certain survey recorded December 22, 2005 in Book 32 of surveys on Page 25 under Auditor's file no. 200512220030 Records of Kittitas County, State of Washington; Being a portion of the southeast quarter of Section 33, Township 20N, Range 17 East, W.M., Kittitas County, Washington. 75

20-17-33000-0008 & 20-17-33000-0023

parcel 2 of that certain survey recorded December 22, 2005 in book 32 of surveys on page 25 under Auditor's file no. 200512220030 Records of Kittitas County, State of Washington; Being a portion of the northeast quarter of Section 33, Township 20N, Range 17 East, W.M., Kittitas County, Washington. Total acres 35.15

20-17-33000-0025

Parcel 4 of that certain survey recorded December 22, 2005 in Book 32 of surveys on Page 25 under Auditor's file no. 200512220030 Records of Kittitas County, State of Washington; Being a portion of the southeast quarter of Section 33, Township 20N, Range 17 East, W.M., Kittitas County, Washington. 20.01

20-17-33000-0019 (77.47 acres)

SEC. 33 TWP 20 RGE 17 PTN NW1/4 (Parcel F, Surv. B26/Pg44-45

20-17-27030-002 & 20-17-27030-0009

That part of the West half of the Northwest Quarter of the Southwest Quarter, lying Westerly of the proposed SR131 EXCEPT: the South 806.10 feet thereof and EXCEPT: State Highway right of way along the West Boundary (old SR 131); and that part of the West Half of the Southwest Quarter of the Northwest Quarter lying Westerly of proposed State Highway 131; and EXCEPT the North 1170 feet thereof and EXCEPT State Highway Right of way along the West Boundary. All in Section 27, Township 20 N, Range 17E W.M. in Kittitas County, Washington. (Known as the Northerly 108.9 feet of tract 2 and all of tract 3, Swauk Creek). 6.44 acres.

20-17-27030-0003

The South 415 feet of that part of the West Half of the Northwest Quarter of the Southwest Quarter lying Westerly of State Highway SR 131 EXCEPT: State Highway right of way along the West Boundary (old SR 131) and EXCEPT the Northerly 88.89 feet; all in Section 27, Township 20N, Range 17 E.W. M. County of Kittitas, State of Washington. 3.9 acres

20-17-27030-0006

The South 806.1 feet of that portion of the West Half of the North West Quarter of the SouthWest Quarter of Section 27, Township 20 North, Range 17 East, W.M. in the County of Kittitas, State of Washington lying Westerly of the Westerly right of way of State Highway SR 131 as aquired under Judgement and decree of appropriation filed June 3, 1971 in Kittitas County under Superior Court case No. 17232; EXCEPT the South 326.1 feet thereof and Right of Way of State Highway 131 along the West Boundary thereof. 4.95 acres



20-17-27030-0005 & 20-17-27030-0007

A portion of these tax parcels lying West of SR 97 in the South Half of the Southwest Quarter of Section 27, Township 20 North, Range 17 East W.M. in the County of Kittitas, State of Washington. 17.46 estimated acres

20-17-28000-0010 & 20-17-28000-0011

Parcels 12 & 13 of that certain survey as recorded January 23, 2001 in book 25 of Surveys, pages 206 through 211 under Auditor's file no 200101230001, records if Kittitas County, Washington, being a portion of the Southwest Quarter of Section 28, Township 10North, Range 17 East, W.M. in the County of Kittitas, State of Washington. 20 acres

20-17-33000-0024 & 20-17-33000-0026

Parcel 3 of that certain Survey recorded December 22, 2005 in Book 32 of Surveys, page 25, under Auditor's file no. 200512220081, records of Kittitas County, Washington, being a portion of the Southwest Quarter of Section 28, Township 20 North, Range 17East, W.M. on the County of Kittitas, State of Washington. 35.15 acres

20-17-34000-0002 & 20-17-34000-0006

A portion of the tax parcels lying West of SR 97 in the West half of Section 34, Township 20 North, Range 17 East, W.M. in the County of Kittitas, State of Washington. 31.87 estimated acres.