

*EVERGREEN RIDGE*  
*PLANNED UNIT DEVELOPMENT*  
*FINAL DEVELOPMENT*  
*PLAN*

Prepared by:



MAY 2013

## ATTACHMENT LIST

Attachment A.	Staging Plan
Attachment B.	Building Plans and Types
Attachment C.	Concept Maps
Attachment D.	Final Recorded Plats <ul style="list-style-type: none"><li>▪ Evergreen Ridge P.U.D. Phase 1 Division 1</li><li>▪ Evergreen Ridge P.U.D. Phase 1 Division 2</li><li>▪ Evergreen Ridge P.U.D. Phase 1 Division 3</li><li>▪ Evergreen Ridge P.U.D. Phase 1 Division 4</li><li>▪ Village At Roslyn Ridge</li></ul>
Attachment E.	Utilities <ul style="list-style-type: none"><li>▪ WA ST Dept. of Ecology and Health Water Approvals<ul style="list-style-type: none"><li>- Water Plan Approval (currently in its 6 yr. amendment process).</li><li>- Water Service Area Map</li></ul></li> <li>▪ WA ST Dept. of Ecology and Health Septic Approvals<ul style="list-style-type: none"><li>- Class A Reclaimed Water Sewer Plan</li><li>- Class A Reclaimed Water Sewer Engineering Report</li><li>- Large On-Site Septic System (LOSS)</li><li>- LOSS Construction Drawings (Built)</li></ul></li></ul>
Attachment F.	Road Certifications
Attachment G.	Stormwater <ul style="list-style-type: none"><li>▪ DOE Permit # WAR-007403 (2006)</li><li>▪ DOE Permit # WAR-125714 (2012)</li><li>▪ Hydrologic Analysis &amp; New BMP's (2013)</li></ul>
Attachment H.	Cost Estimates
Attachment I.	Recorded CC&R's
Attachment J.	Recreational Activity Center

**EVERGREEN RIDGE PLANNED UNIT DEVELOPMENT**

**QUICK REFERENCE**

<b>17.36.040 Final Development Plan Quick Summary For Evergreen Ridge PUD</b>		
17.36.040 1. Staging Plan	Attachment A	
17.36.040 2. Map or Maps of the site drawn at a scale no smaller than 100ft to 1 inch showing the following:	Attachment C & D	
<i>a. Preliminary engineering plans including site grading, road improvements, drainage and public utilities extensions</i>	Attachment F & D	<b>Main development roads currently exist and are approved.</b>
b. Arrangement of all buildings which shall be identified by type;	Attachment B	<b>Structures will either face south westerly for views or to the north with views of the Activity Center.</b>
<i>c. Preliminary building plans including floor plans and exterior design and/or elevation views;</i>	Attachment B	<b>use existing cabin designs</b>
d. Location and number of off-street parking areas including type and estimated cost of surfacing.	Attachment J	<b>26 parking spots @ Activity Center &amp; 30-40 parking area across from Activity Center</b>
e. The location and dimensions of roads and driveways including type and estimated cost of surfacing and road maintenance.	Attachment F & H	
f. The location and total area of common open spaces;	Attachment J	<b>3-6 acres of common/open spaces</b>
g. Proposed location of fire protection facilities.	Attachment E	<b>All Fire infrastructure currently exists</b>
h. Proposed storm drainage plan;	Attachment G	
17.36.040 3. Certification from state and local health authorities that water and sewer systems are available to accommodate the development;	Attachment E	
17.36.040 4. Provisions to assure permanence and maintenance of common open spaces;	Attachment I	

17.36.040 5. State of intent including estimated cost for landscaping and restoration of natural areas despoiled by construction including tree planting.	Attachment H & I	
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ATTACHMENT A

EVERGREEN RIDGE PLANNED UNIT

DEVELOPMENT

STAGING PLAN

OUTLINE

- 1995 WA State Dept. of Ecology (DOE) approved a water right change for a Class A domestic use, industrial use, commercial use, rv use and irrigation use.
- 1996 Water System was designed and created.
- 2001 Evergreen Ridge Planned Unit Development and Preliminary Plat was approved by the Kittitas Board of County Commissioners (Ordinance 2001-17).
- 2003 WA. State Dept. of Ecology approved a change of use and place of use for continuous domestic supply.
- Intersection realignment (SR903, Morrel Road & Ridgecrest Road) approved by WSDOT/permitted/constructed and completed.
- 2004 Evergreen Ridge Planned Unit Development Phase 1, Division 1 plat was recorded, bonded and built.
- CC&Rs recorded.
- 2005 Evergreen Ridge Planned Unit Development Phase 1, Division 2 plat was recorded, bonded and built.
- Roslyn Ridge Activity Center was constructed.
- 2006 Evergreen Ridge Planned Unit Development was amended and approved.
- Evergreen Valley Water System Plan Approved by the WA State Dept. of Health (DOH).
- Class A Reclaimed Water Plan/Sewer Plan Approved
- Encroachment completed.
- 2007 Evergreen Ridge Planned Unit Development Condominium Division was recorded, bonded and built.
- 2008 Evergreen Ridge Planned Unit Development Phase 1, Division 3 plat was recorded, bonded and partially built.

Class A Reclaimed Water Engineering Report approved by DOE and DOH.

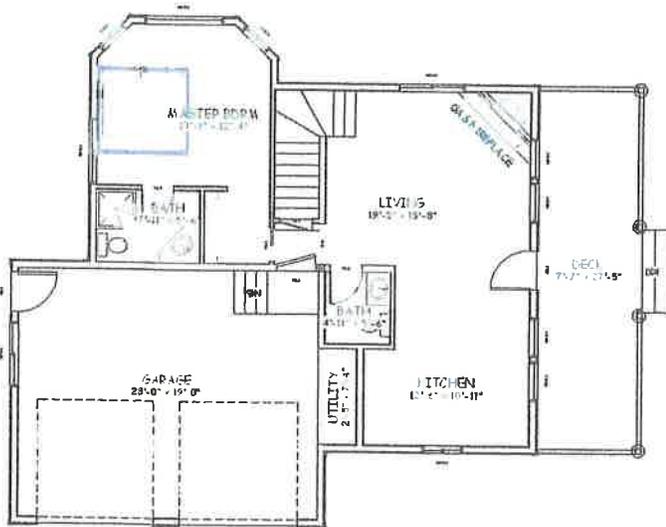
- 2010 Encroachment completed
- 2011 Large On-Site Septic System (LOSS) approved by DOH (14,000 gallons per day)
- 2012 Evergreen Ridge Planned Unit Development Phase 1, Division 4 plat was recorded.  
LOSS construction, completion and operating.
- 2013 Evergreen Valley Water System is currently in its 6 year amendment process with the WA State Dept. of Health.

**Future Staging Plan:**

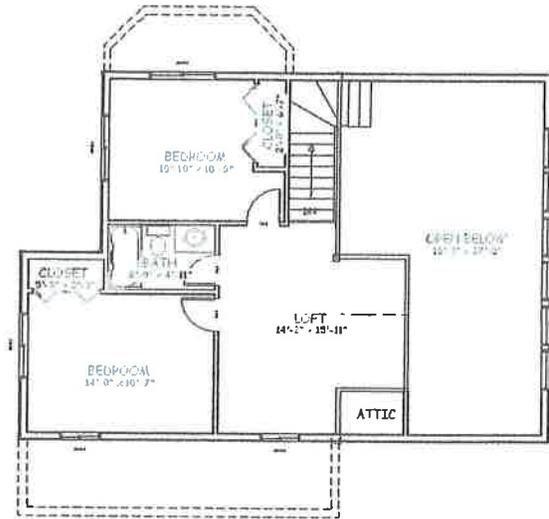
In the next 6-10 years the Evergreen Ridge Planned Unit Development plans to continue developing within its approved boundaries, as approved under Kittitas County Code 17.36 in 2001 & 2006 (Ord. 2001-17 & 2006-26). As you will see within Attachment C we are currently looking at developing five areas. These concept developments are as follows: Four lot plat on Ridge Crest Road, 30-32 lot plat on RidgeCrest Drive directly adjacent to the Roslyn Ridge Activity Center, Commercial activity between SR903 and Rock Rose Drive and directly across from the Activity Center, 3-4 lot per acre development in what is called the fish hook area, and finally 4-8 lots on what we call the spur road development. All of these future developments our located off existing private roads that have existing utilities (power water and sewer lines) to these development areas and will just require an internal lot & road design and utility extensions into the actual areas.

ATTACHMENT B

**MONTGOMERY BUILDING DESIGN LLC**  
[www.montgomerybuildingdesignllc.com](http://www.montgomerybuildingdesignllc.com)  
 509-674-5194



MAIN FLOOR PLAN

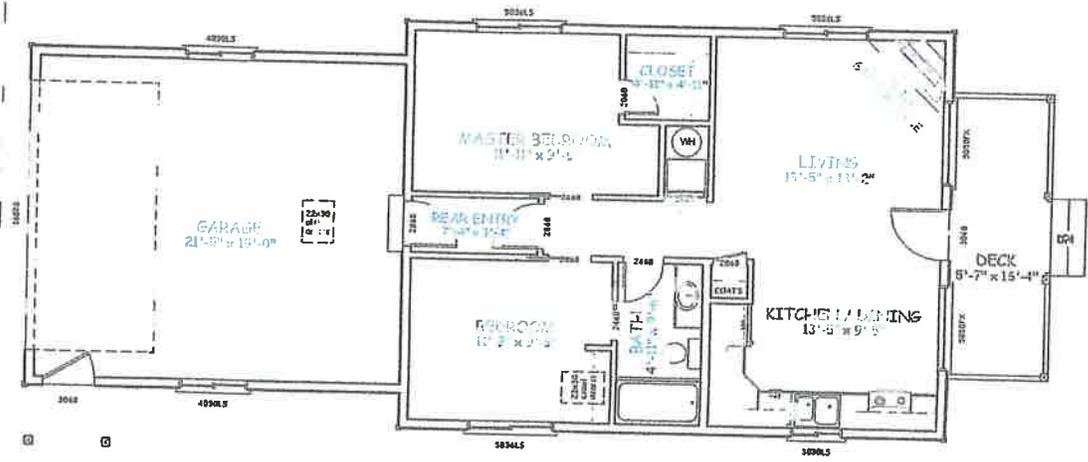


SECOND FLOOR PLAN



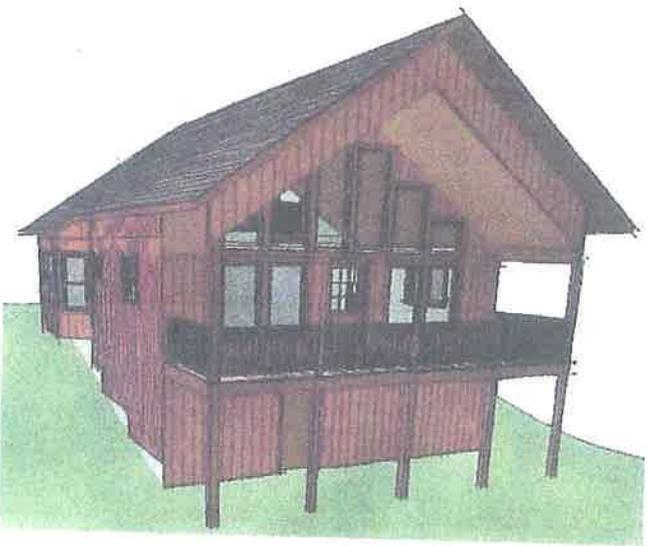
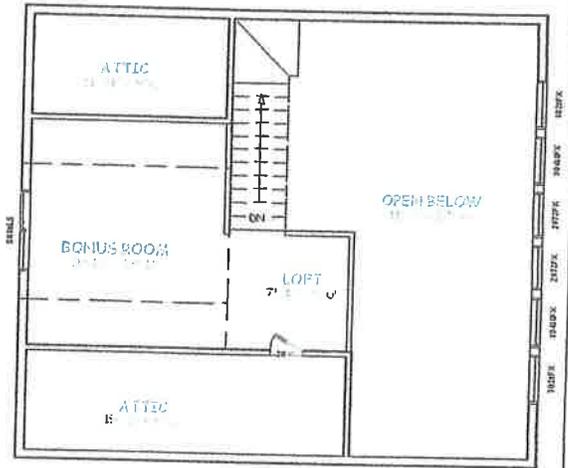
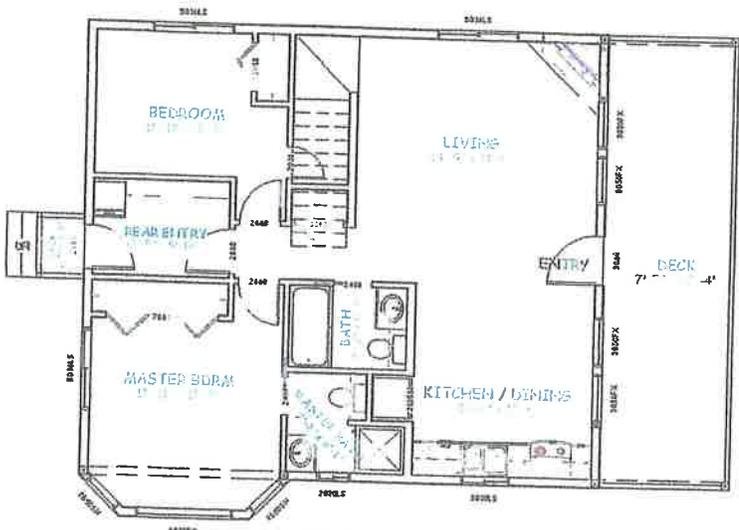
**KENDALL CABIN** 3 Bdrm, 2.5 Bath  
 Living Area 1370 sq ft  
 Garage 465 sq ft  
 Deck 224 sq ft

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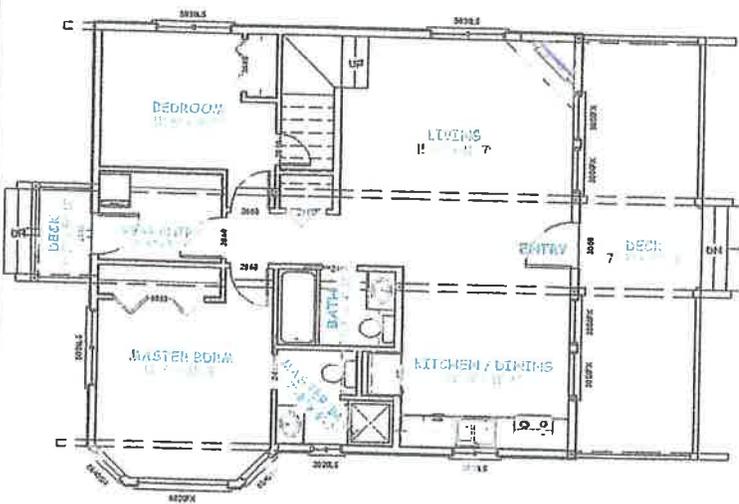
**FELSEN CABIN 2 Bdrm, 1 Bath**  
 Living Area 768 sq ft  
 Garage 440 sq ft  
 Deck 102 sq ft

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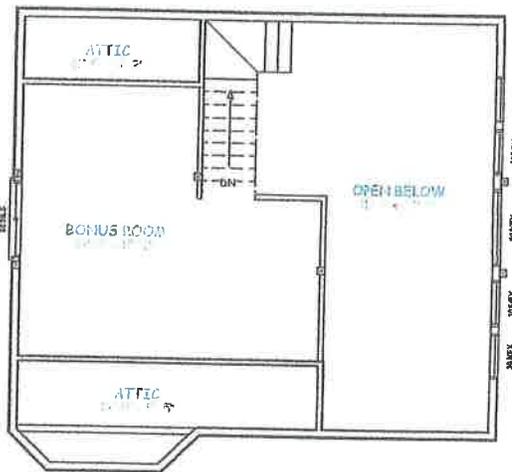


**THE CASCADE** 3 Bdrm, 2 Bath  
 Living Area 1157 sq ft  
 Deck 237 sq ft

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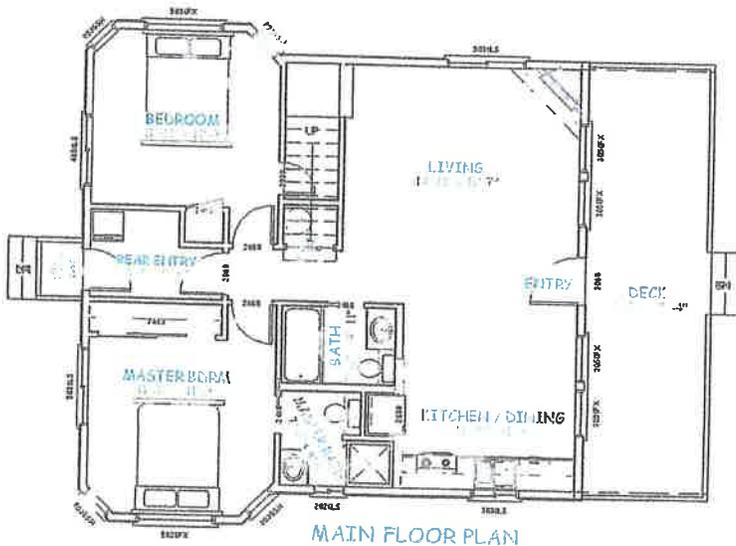


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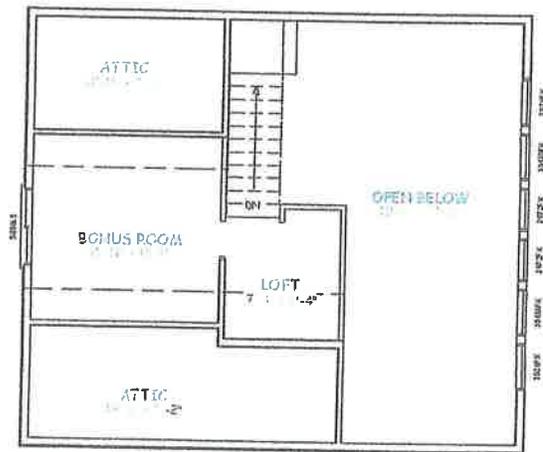


**EDELWEISS** 3 Bdrm, 2 Bath  
 Living Area 1232 sq ft  
 Deck 251 sq ft

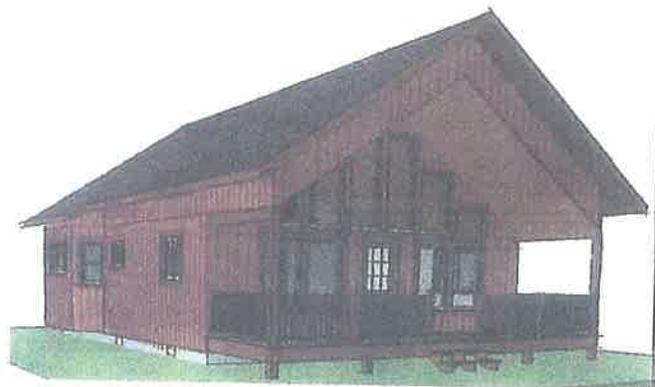
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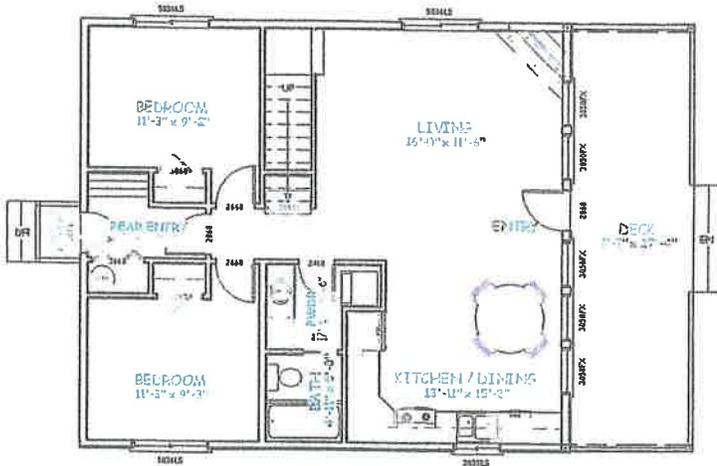


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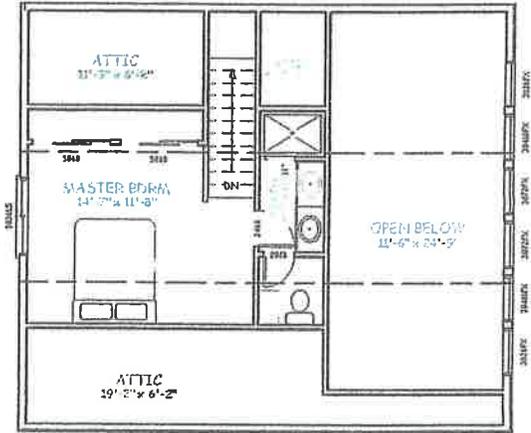


**SUNRISE** 3 Bdrm, 2 Bath  
 Living Area 1159 sq ft  
 Deck 236 sq ft

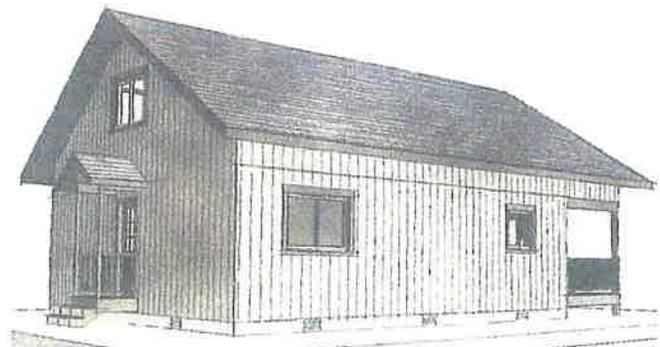
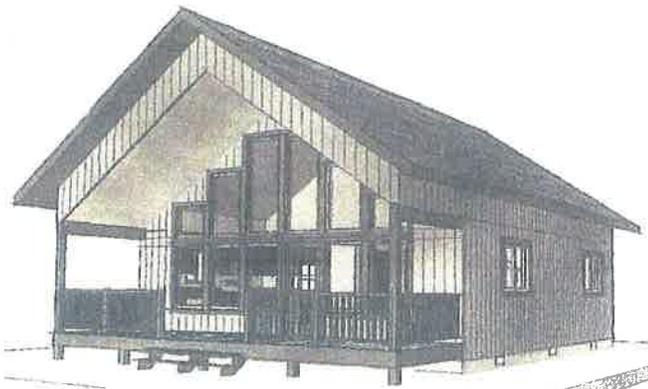
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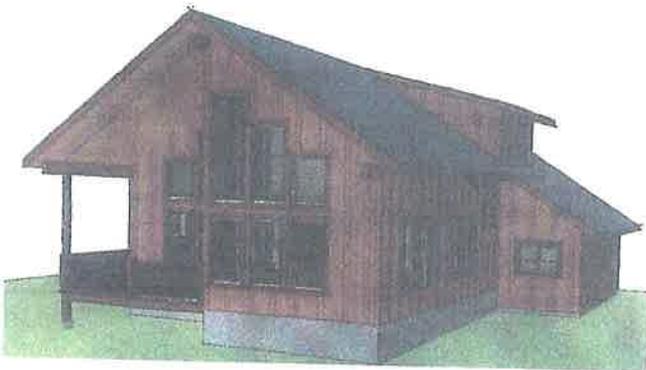
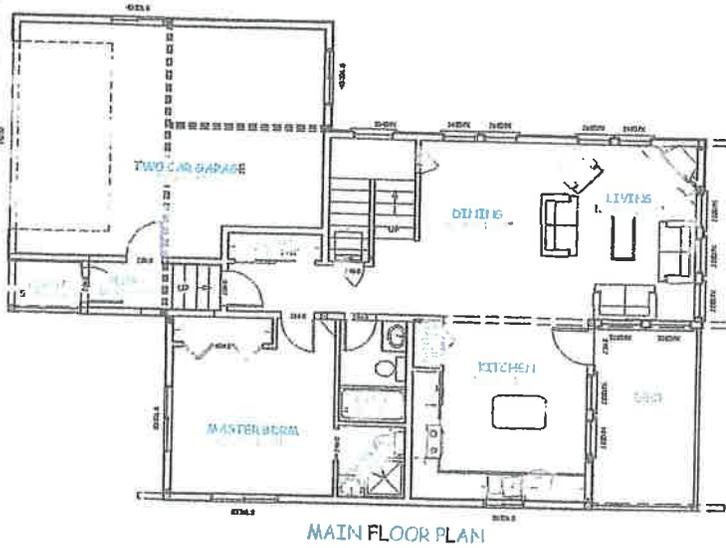


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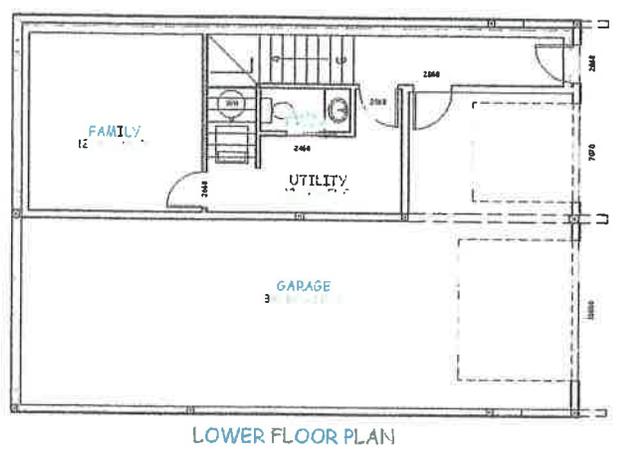
**ALPINE** 3 Bdrm, 2 Bath  
 Living Area 1159 sq ft  
 Deck 236 sq ft

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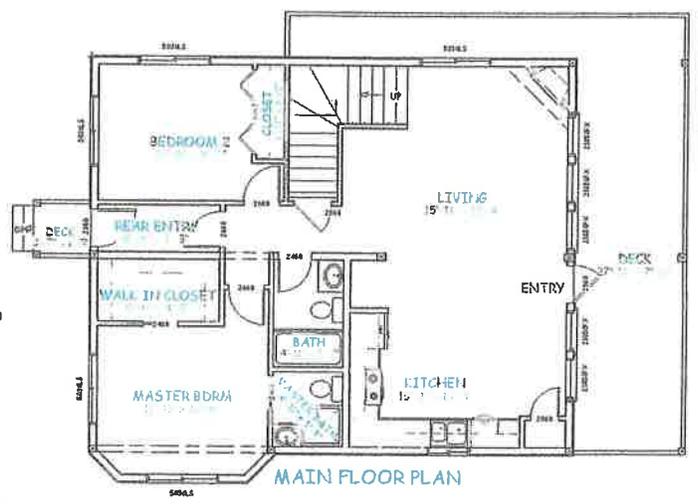


**CHICKAMIN** 3 Bdrm, 2 Bath  
 Living Area 1434 sq ft  
 Deck 132 sq ft

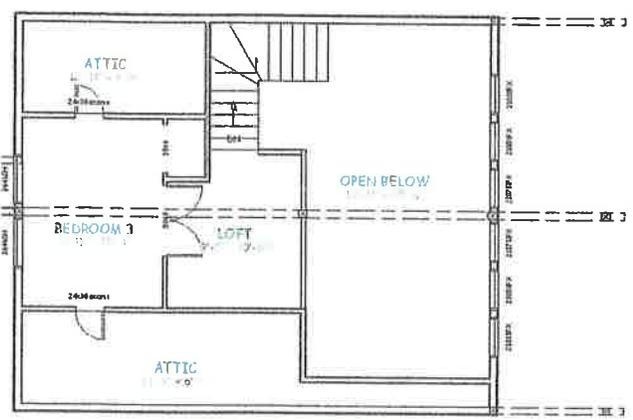
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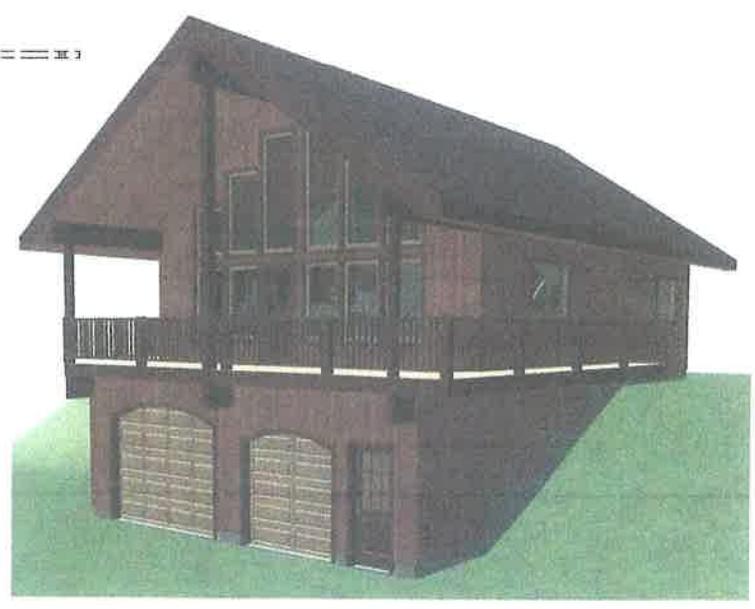
LOWER FLOOR PLAN



MAIN FLOOR PLAN

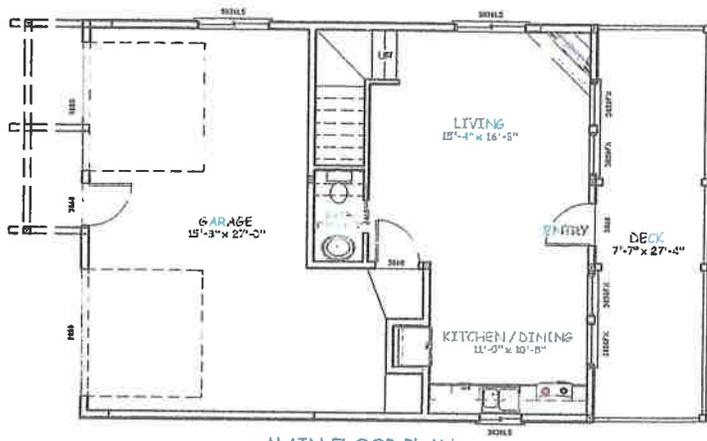


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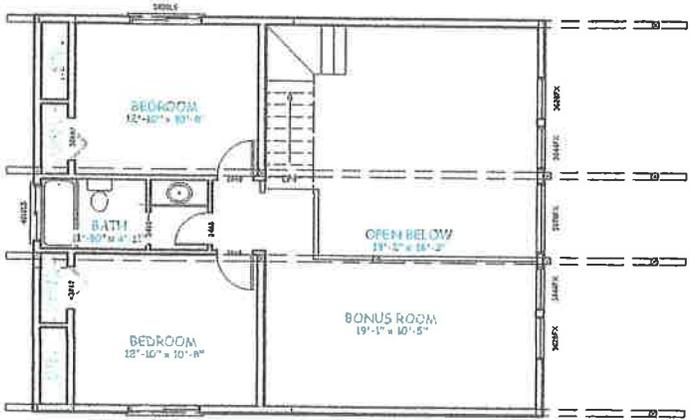


**BONANZA** 3 Bdrm, 2 Bath  
 Living Area 1695 sq ft  
 Deck 334 sq ft

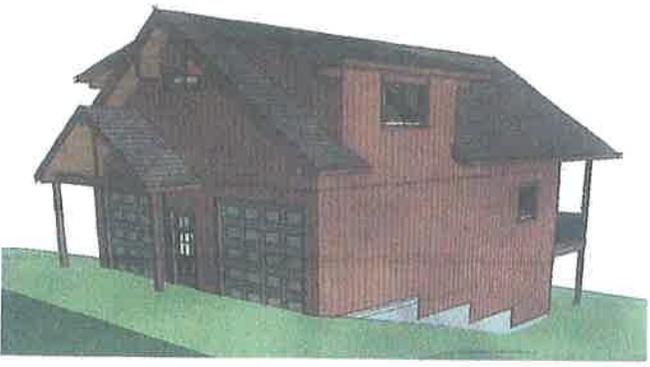
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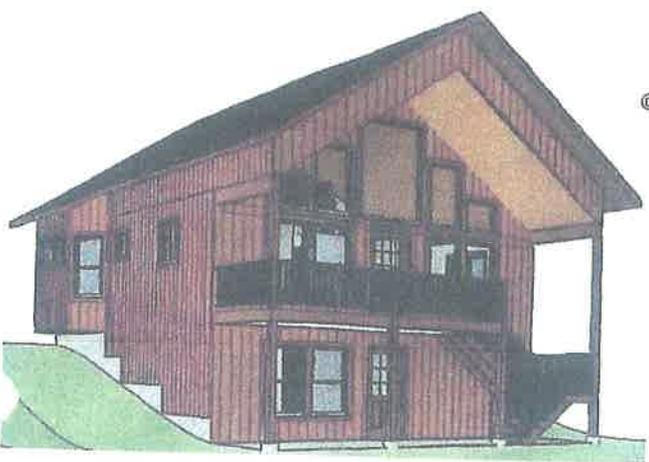
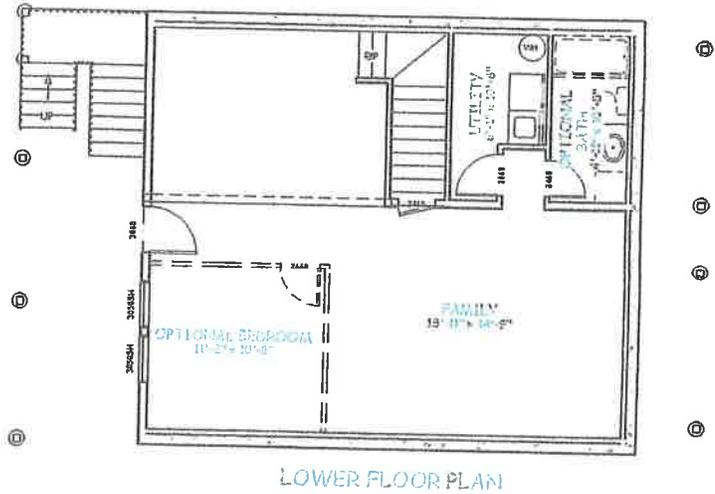
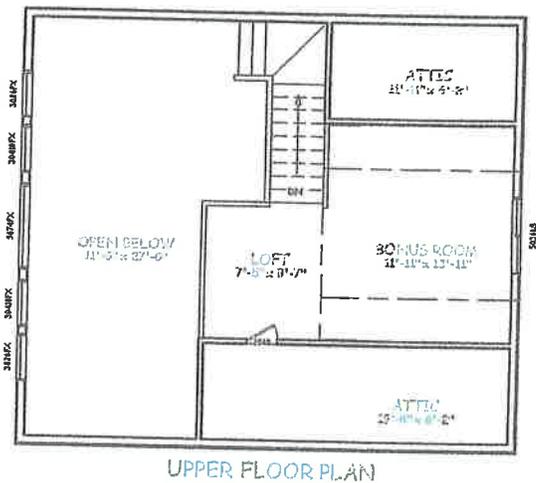
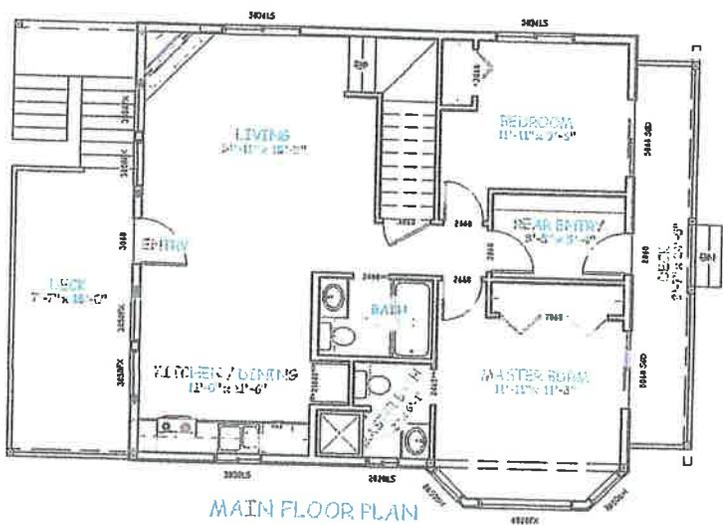


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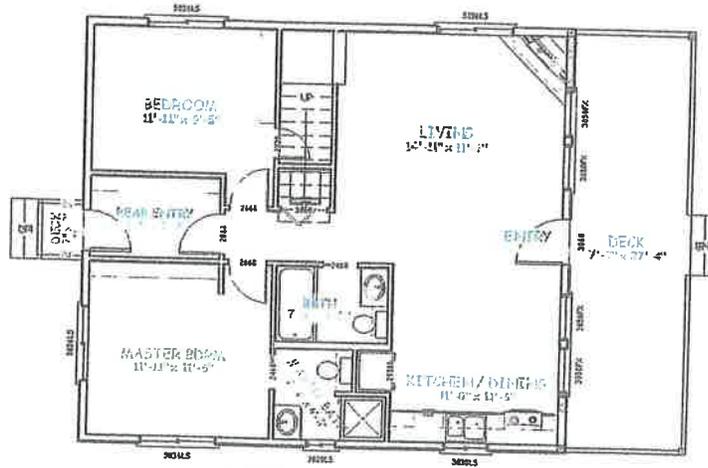
**DODGE CABIN** 3 Bdrm, 2 Bath  
 Living Area 1154 sq ft  
 Deck 224 sq ft

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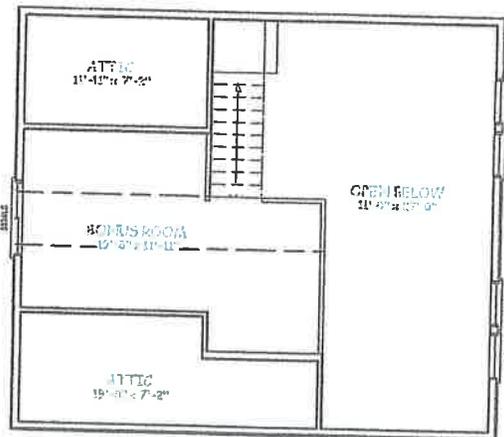


**MEISTER CABIN 3 Bdrm, 3 Bath**  
 Living Area 2316 sq ft  
 Deck 251 sq ft

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MAIN FLOOR PLAN

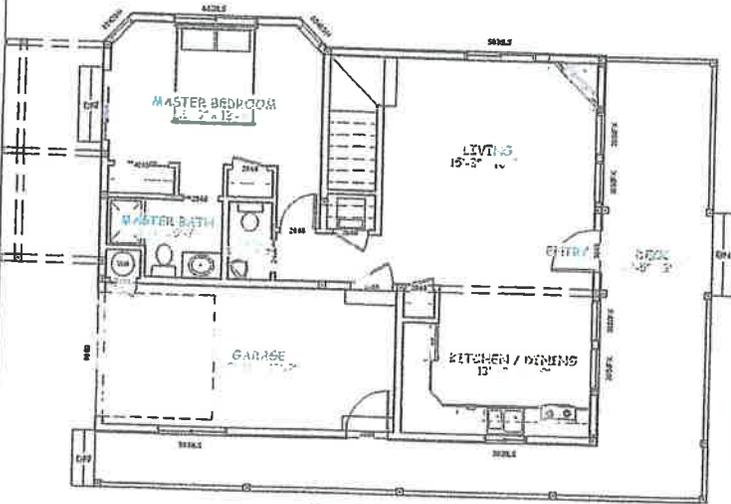


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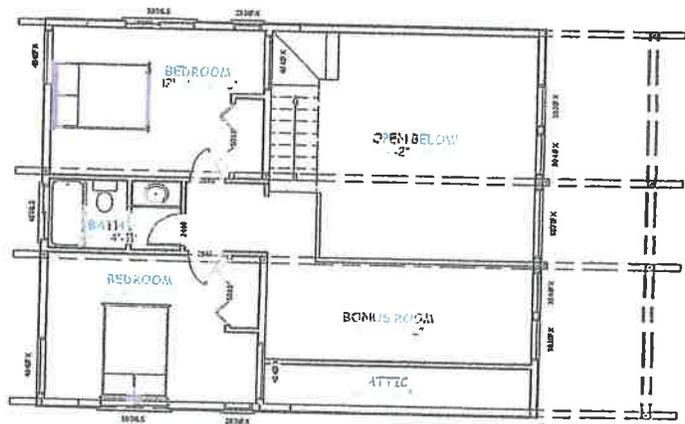


**RAMPART CABIN 2 or 3 Bdrm, 2 Bath**  
 Living Area 1129 sq ft  
 Deck 236 sq ft

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MAIN FLOOR PLAN

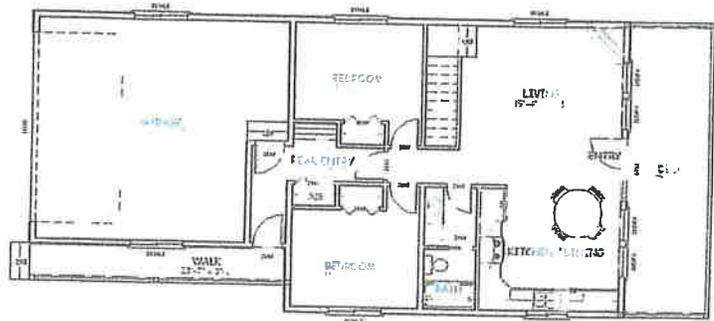
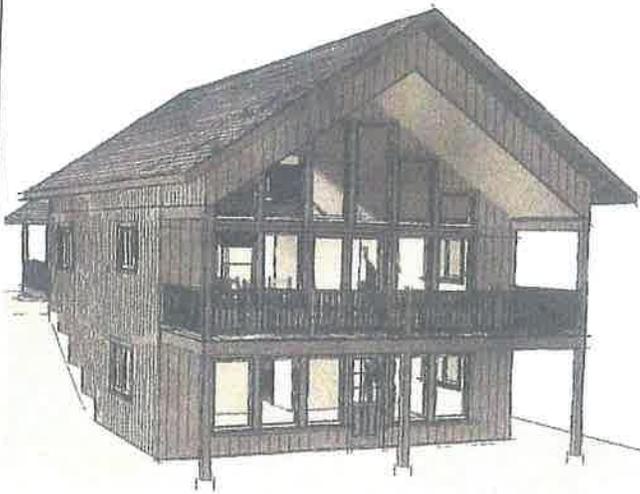


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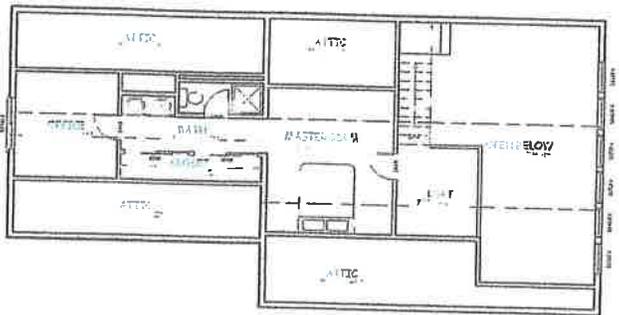
**THE THUNDERBIRD 3 Bdrm, 2.5 Bath**

Living Area 1427 sq ft  
 Deck 402 sq ft  
 Garage 231 sq ft

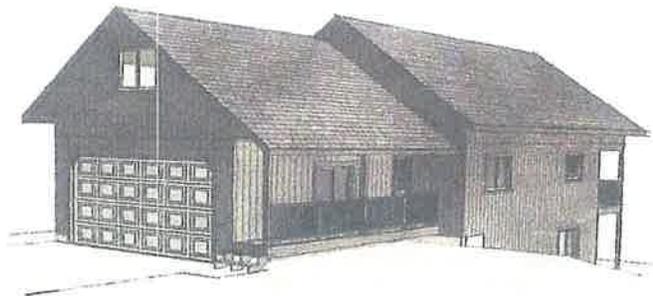
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LOWER FLOOR PLAN



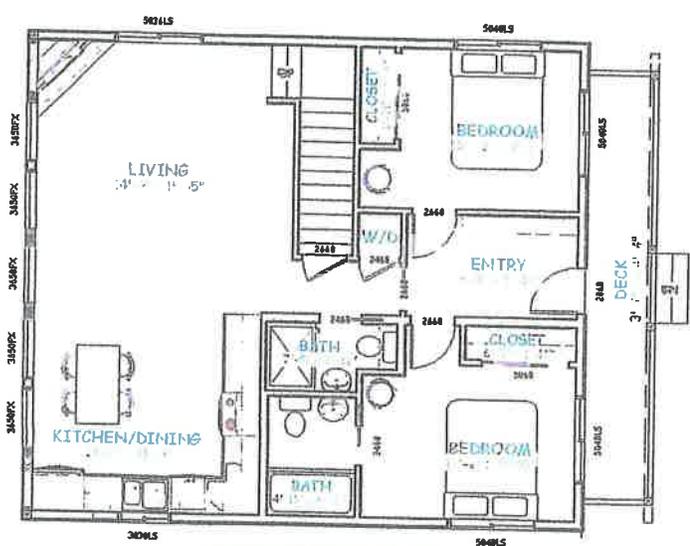
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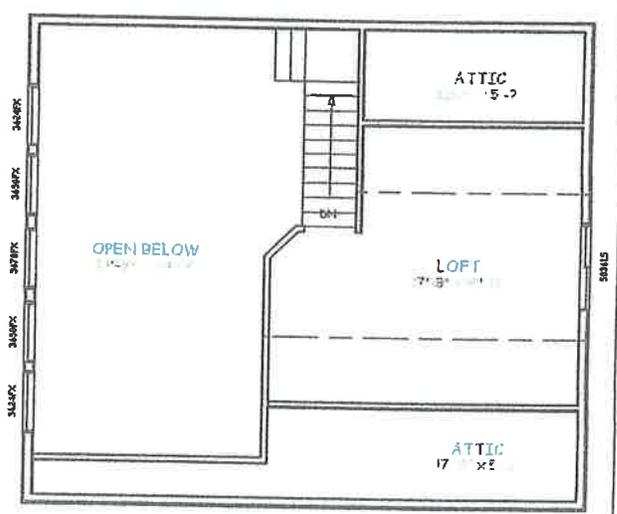
**SESSEL CABIN 3 Bdrm, 2 Bath**

Living Area 1410 sq ft  
 Deck 308 sq ft  
 Garage 490 sq ft

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MAIN FLOOR PLAN

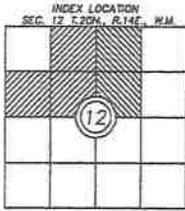


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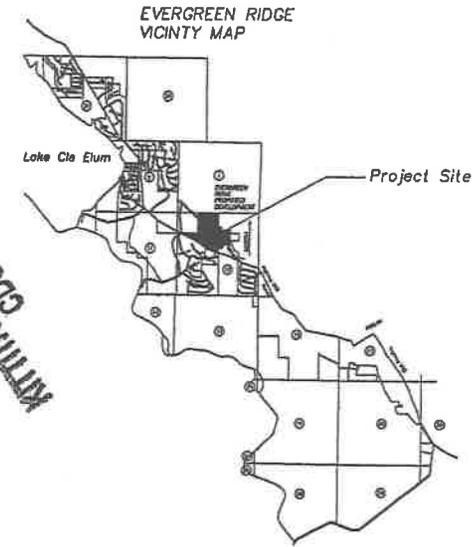


**COAL CREEK CABIN** 3 Bdrm, 2 Bath  
 Living Area 1159 sq ft  
 Deck 101 sq ft

ATTACHMENT C

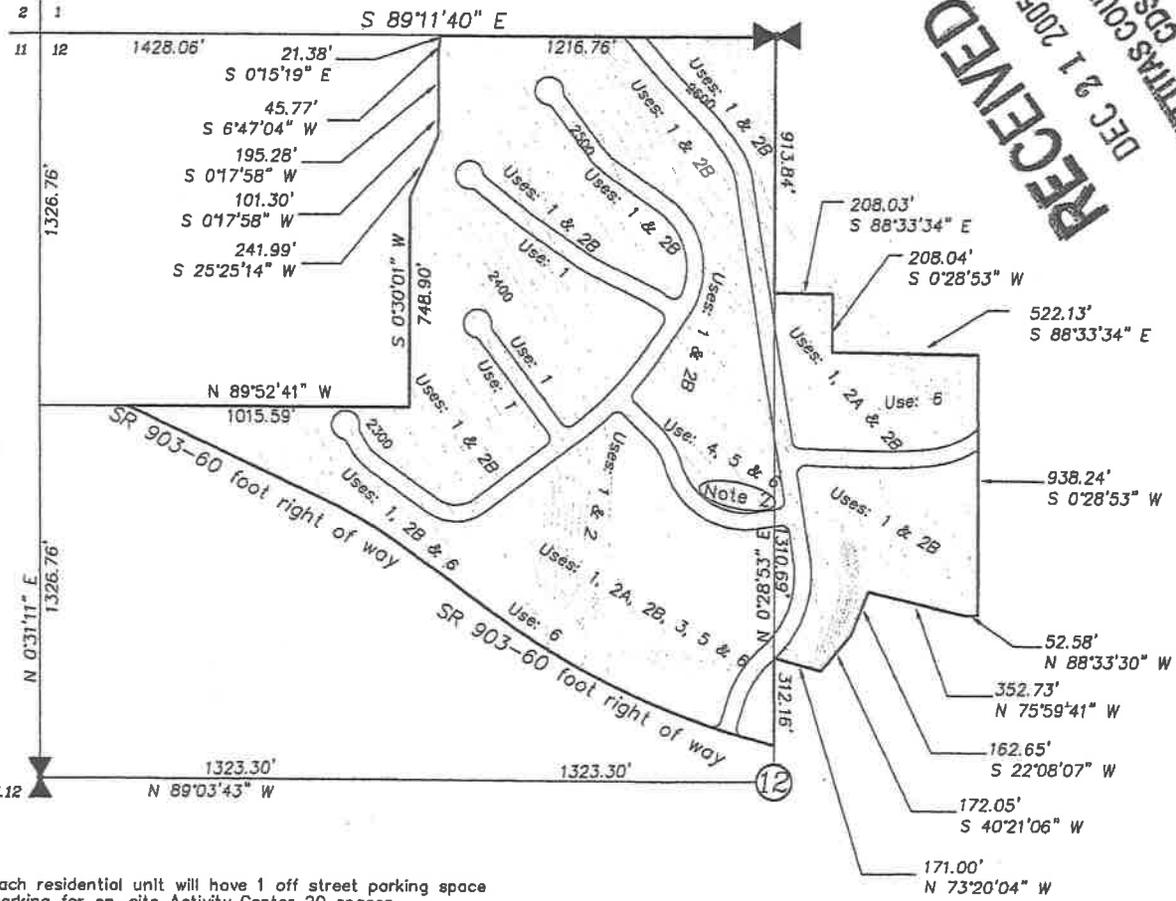


# EVERGREEN RIDGE AMENDED PLANNED UNIT DEVELOPMENT 12-19-05



RECEIVED  
DEC 21 2005  
KITITAS COUNTY  
CDS

NW CORNER S.12



17.36.020 Uses Permitted	
Use 1:	All residential uses including multifamily structures;
Use 2A:	Hotels, motels;
Use 2B:	Condominiums;
Use 3:	Retail businesses;
Use 4:	Commercial - recreation businesses;
Use 5:	Restaurants, cafes, taverns, cocktail bars;
Permitted use designated by applicant	
Use 6:	Openspace, active and passive recreation.

Approximate Percentage of Uses Permitted	
Use 1:	Residential/Multifamily to be allowed on about 92% of the PUD.
Use 2A:	Hotel/Motel to be allowed on about 15% of the PUD.
Use 2B:	Condominiums to be allowed on 92% of the PUD.
Use 3:	Retail Businesses to be allowed on about 10% of the PUD.
Use 4:	Commercial Recreation to be allowed on about 25% of the PUD.
Use 5:	Restaurants etc. to be allowed on about 7% of the PUD.
Use 6:	Openspace to be allowed on about 12% of the PUD.



- Notes**
- Note 1: Each residential unit will have 1 off street parking space
  - Note 2: Parking for on-site Activity Center 20 spaces

<p>Property Owner: <b>Terradawn LLC</b>  <b>Evergreen Ridge LLC</b>  <b>Ronald Mill Site One, Inc.</b>  <b>Ronald Mill Site Two, Inc.</b>          PO Box 600          Cle Elum, WA 98922</p>	<p>DATE: 12/19/05          SCALE: 1"=200'          DRAWN: LEO          CHECKED: CLP          APPROVED: CLP</p> <p style="text-align: right;">SHEET 1 OF 1</p>
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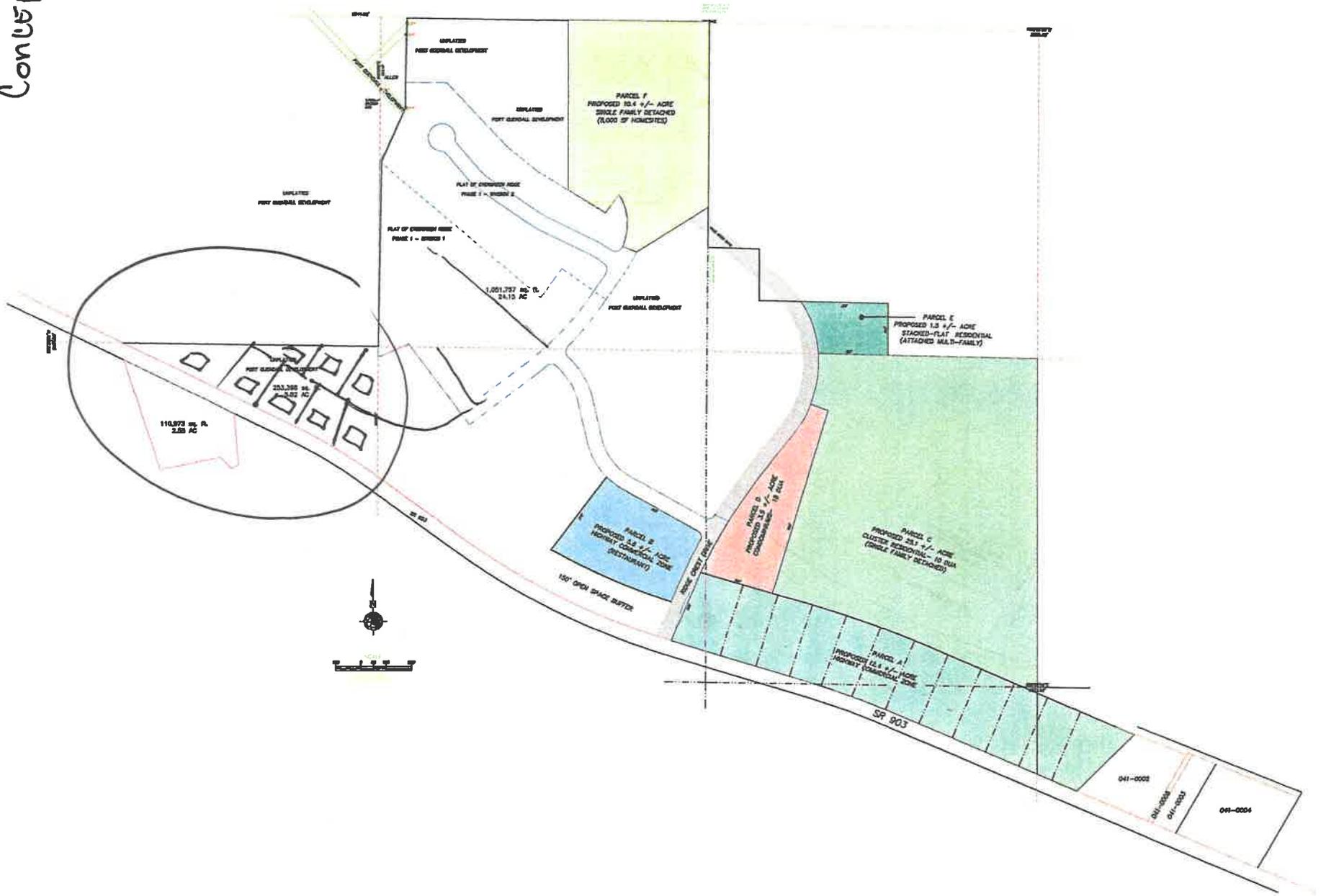


OCTOBER 5, 2007

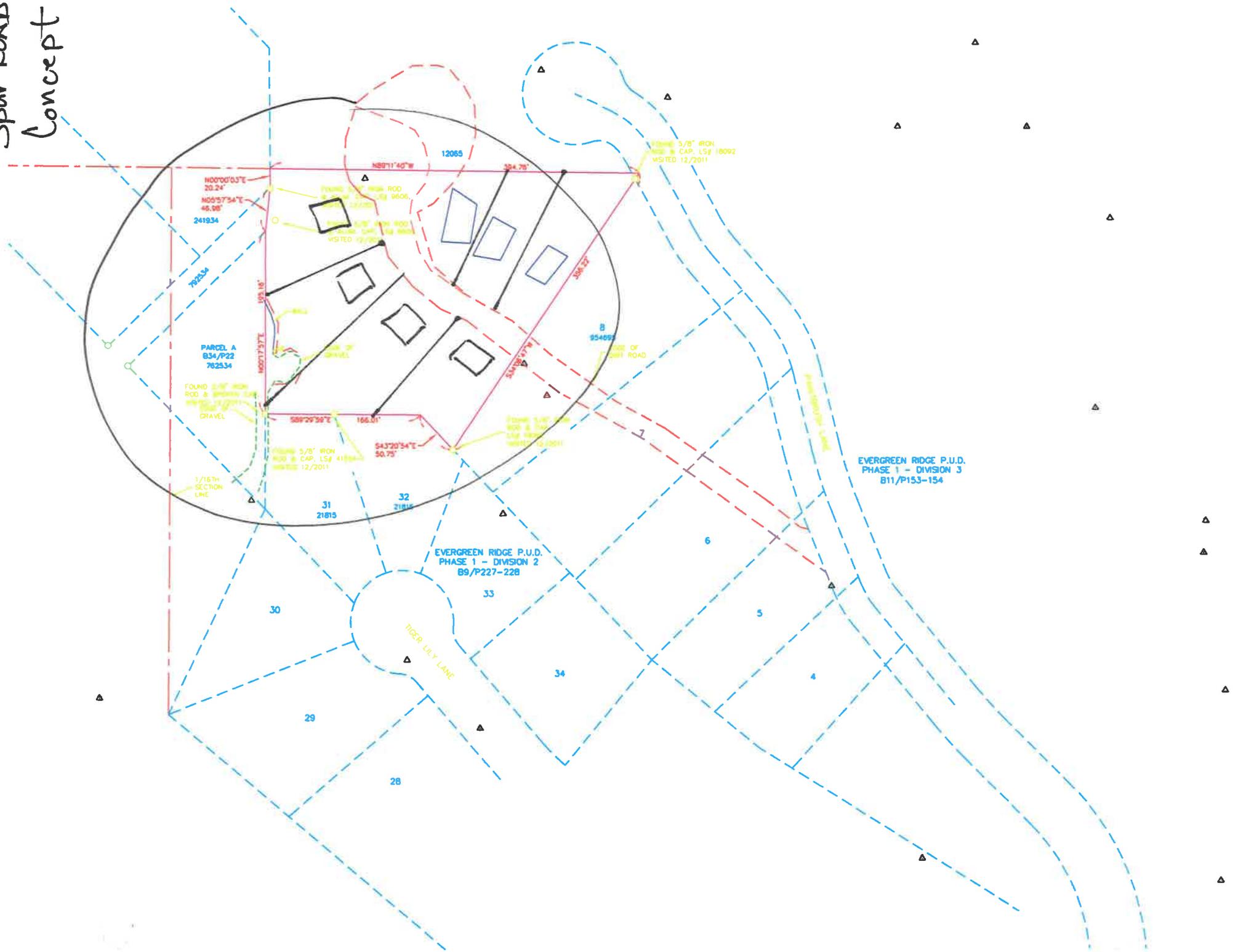
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1"=60'

# FISH HOOK CONCEPT



# Spur Road Concept





**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION**  
**A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,**  
**TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.,**  
**KITKITAS COUNTY, WASHINGTON**

P-01-01



**VICINITY MAP - N.T.S.**

**APPROVALS**

KITKITAS COUNTY DEPARTMENT OF PUBLIC WORKS

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

KITKITAS COUNTY ENGINEER

KITKITAS COUNTY HEALTH DEPARTMENT

I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D. PHASE 1, DIVISION NO. 4 PLAT HAS BEEN EXAMINED BY ME AND I FIND THAT THE SEWAGE AND WATER SYSTEM HEREIN SHOWN DOES MEET AND COMPLY WITH ALL REQUIREMENTS OF THE COUNTY HEALTH DEPARTMENT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

KITKITAS COUNTY HEALTH OFFICER

CERTIFICATE OF COUNTY PLANNING DIRECTOR

I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D. PHASE 1, DIVISION NO. 4 PLAT HAS BEEN EXAMINED BY ME AND I FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITKITAS COUNTY PLANNING COMMISSION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

KITKITAS COUNTY PLANNING DIRECTOR

CERTIFICATE OF KITKITAS COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR IN WHICH THE PLAT IS NOW TO BE FILED. PARCEL NOS.: PTL 20-14-12022-0008 (792534) & PTL 20-14-01030-0020 (12065)

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

KITKITAS COUNTY TREASURER

CERTIFICATE OF KITKITAS COUNTY ASSESSOR

I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D. PHASE 1, DIVISION NO. 4 PLAT HAS BEEN EXAMINED BY ME AND I FIND THE PROPERTY TO BE IN AN ACCEPTABLE CONDITION FOR PLATTING. PARCEL NOS.: PTL 20-14-12022-0008 (792534) & PTL 20-14-01030-0020 (12065)

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

KITKITAS COUNTY ASSESSOR

KITKITAS COUNTY BOARD OF COMMISSIONERS

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

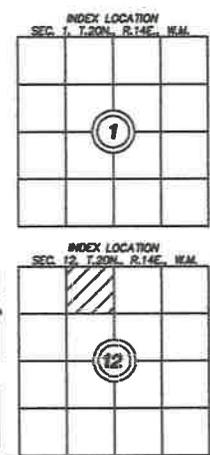
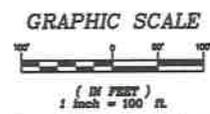
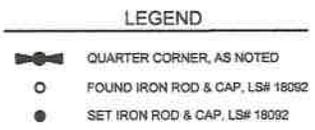
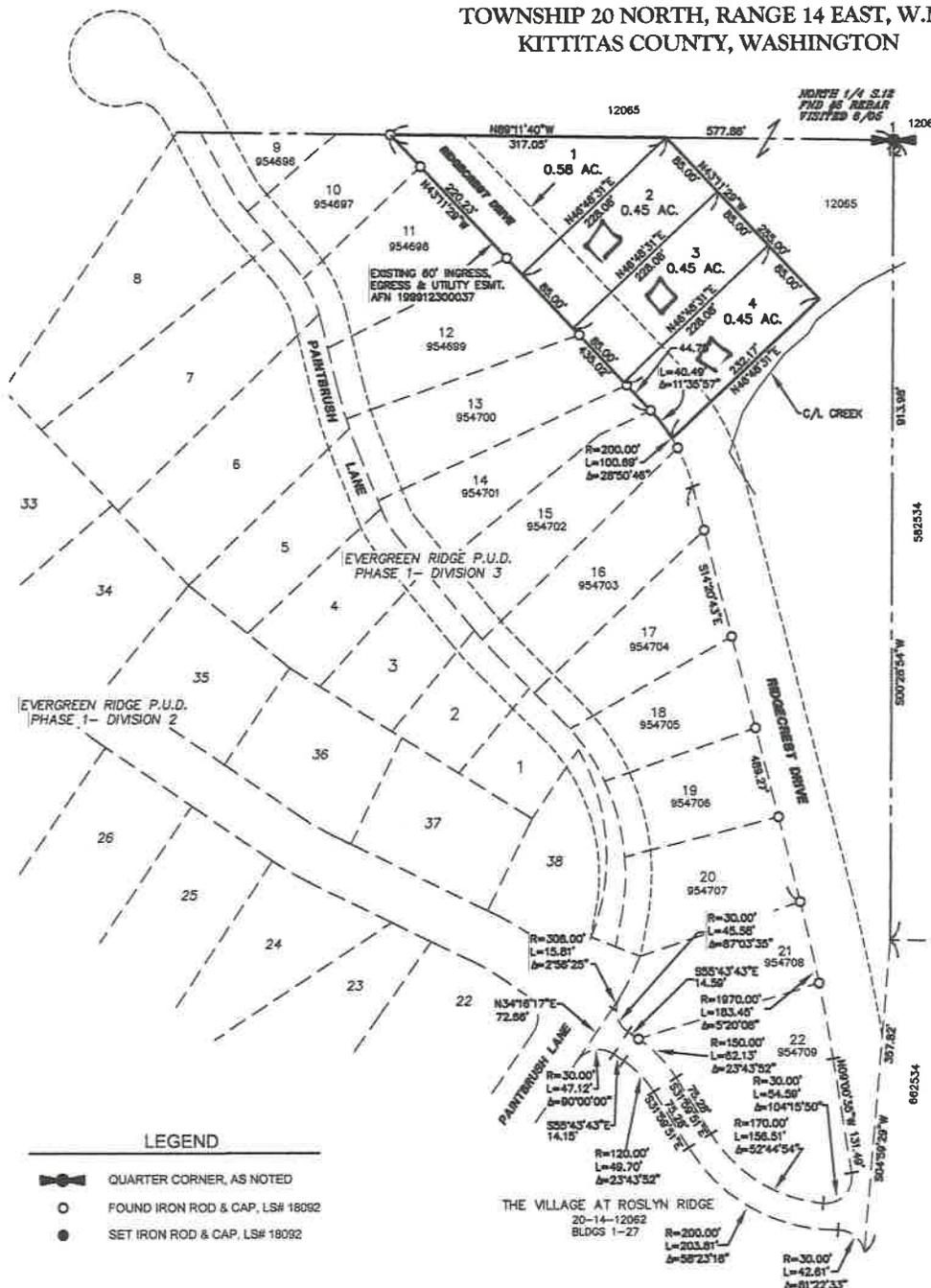
BOARD OF COUNTY COMMISSIONERS  
 KITKITAS COUNTY, WASHINGTON

BY: \_\_\_\_\_

CHAIRMAN

ATTEST: \_\_\_\_\_ CLERK OF THE BOARD

NOTICE: THE APPROVAL OF THIS PLAT IS NOT A GUARANTEE THAT PERMITS WILL BE GRANTED.



**RECORDER'S CERTIFICATE** .....

Filed for record this.....day of ..... 20.....at.....M  
 In book.....of.....at page.....at the request of  
**DAVID P. NELSON**  
 Surveyor's Name

..... County Auditor      ..... Deputy County Auditor

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of **TEAMAWAY RIDGE LLC** in.....**APRIL**.....2011.....

**DAVID P. NELSON**      DATE  
 Certificate No. **18092**

**Encompass**  
 ENGINEERING & SURVEYING

Western Washington Division  
 165 NE Ketter Street, Suite 201 • Issaquah, WA 98027 • Phone: (425) 392-0230 • Fax: (425) 391-3055  
 100 East 2nd Street • Cle Elum, WA 98922 • Phone: (509) 674-7433 • Fax: (509) 674-7419

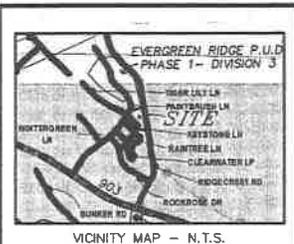
**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4**  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,  
 TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.,  
 KITKITAS COUNTY, WASHINGTON

DWN BY	DATE	JOB NO.
G. WEISER	04/2011	11014
CHKD BY	SCALE	SHEET
D. NELSON	1"=100'	1 OF 2



ATTACHMENT D

D-39



EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,  
 TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.  
 KITTITAS COUNTY, STATE OF WASHINGTON

04/17/2012 11:38:38 AM V: 12 P: 39 201204170014  
 1209 00 Registry RIDGE  
 Kittitas County Auditor  
 Page 1 of 3

P-01-01

APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS  
 EXAMINED AND APPROVED THIS 14<sup>th</sup> DAY OF  
 MARCH A.D. 2012  
 KITTITAS COUNTY ENGINEER

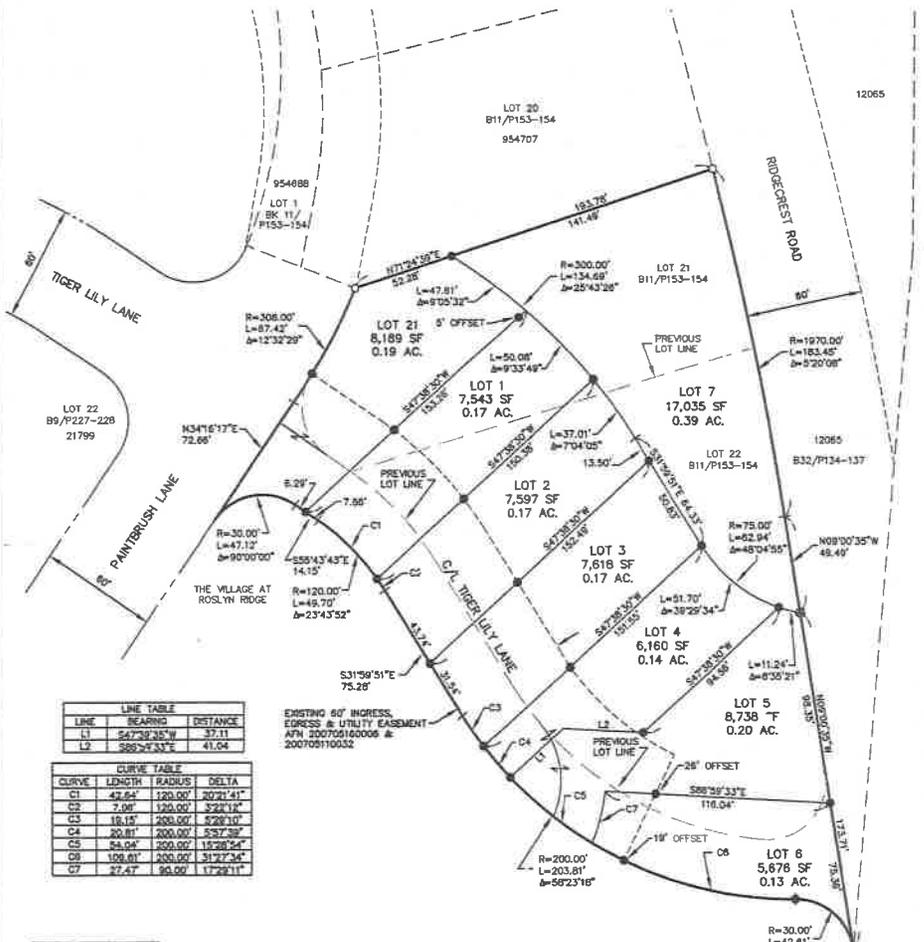
KITTITAS COUNTY HEALTH DEPARTMENT  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D. PHASE 1, DIVISION NO. 4 PLAT HAS BEEN EXAMINED BY ME AND I FIND THAT THE SEWAGE AND WATER SYSTEM HEREIN SHOWN DOES MEET AND COMPLY WITH ALL REQUIREMENTS OF THE COUNTY HEALTH DEPARTMENT.  
 DATED THIS 22 DAY OF MARCH A.D. 2012  
 KITTITAS COUNTY HEALTH OFFICER

CERTIFICATE OF COUNTY PLANNING DIRECTOR  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D. PHASE 1, DIVISION NO. 4 PLAT HAS BEEN EXAMINED BY ME AND I FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITTITAS COUNTY PLANNING COMMISSION.  
 DATED THIS 22 DAY OF MARCH A.D. 2012  
 KITTITAS COUNTY PLANNING DIRECTOR

CERTIFICATE OF KITTITAS COUNTY TREASURER  
 I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR IN WHICH THE PLAT IS NOW TO BE FILED.  
 PARCEL NOS.: 20-14-12065-0021 (954706), 20-14-12065-0022 (954709), PORTION OF 20-14-01030-0020 (12065) & 20-14-12022-0008 (792534)  
 DATED THIS 22 DAY OF MARCH A.D. 2012  
 KITTITAS COUNTY TREASURER

CERTIFICATE OF KITTITAS COUNTY ASSESSOR  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D. PHASE 1, DIVISION NO. 4 PLAT HAS BEEN EXAMINED BY ME AND I FIND THE PROPERTY TO BE IN AN ACCEPTABLE CONDITION FOR PLATTING.  
 PARCEL NOS.: 20-14-12065-0021 (954706), 20-14-12065-0022 (954709), PORTION OF 20-14-01030-0020 (12065) & 20-14-12022-0008 (792534)  
 DATED THIS 22 DAY OF MARCH A.D. 2012  
 KITTITAS COUNTY ASSESSOR

KITTITAS COUNTY BOARD OF COMMISSIONERS  
 EXAMINED AND APPROVED THIS 17<sup>th</sup> DAY OF  
 APRIL A.D. 2012  
 BOARD OF COUNTY COMMISSIONERS  
 KITTITAS COUNTY, WASHINGTON  
 BY: Clerk  
 CLERK  
 ATTEST: Clerk  
 CLERK OF THE BOARD  
 NOTICE: THE APPROVAL OF THIS PLAT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED.



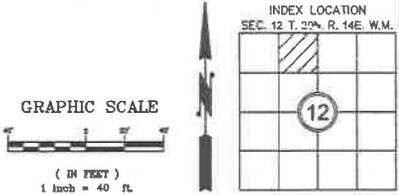
LINE TABLE

LINE	BEARING	DISTANCE
L1	S47°39'35"W	37.11
L2	S80°2'53"E	41.04

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	49.64	120.00	20°21'41"
C2	7.09	120.00	3°24'14"
C3	16.15	200.00	5°28'10"
C4	20.81	200.00	5°37'38"
C5	84.04	200.00	15°28'24"
C6	108.61	200.00	19°27'34"
C7	27.47	90.00	17°29'11"

- LEGEND
- SET 5/8" IRON ROD & CAP, L#8 18092
  - SET MONUMENT/FLASHER IN SANDSTONE BOULDER, L#8 18092
  - IRON ROD & CAP, L#8 18092, PER BOOK 11 OF PLATS, PAGES 153 & 154 (NOT VISITED)



**Encompass**  
 ENGINEERING & SURVEYING  
 Western Washington Division  
 165 NE Sadler Street, Suite 201 • Bellingham, WA 98007 • Phone: (425) 392-0250 • Fax: (425) 391-5055  
 Eastern Washington Division  
 108 East J.J. Street • Cle Elum, WA 98922 • Phone: (509) 674-7133 • Fax: (509) 674-7419



RECORDER'S CERTIFICATE 201204170014  
 Filed for record this 17 day of April, 2012, at 10:24 AM  
 in book 11 of P.L. 12, at page 1, at the request of  
 DAVID P. NELSON  
 Surveyor's Name  
 County Auditor

SURVEYOR'S CERTIFICATE  
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of... F.O.O. CONSTRUCTION INC.  
 DATE: 2/20/12  
 DAVID P. NELSON  
 Certificate No. 18092

EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,  
 TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.  
 KITTITAS COUNTY, STATE OF WASHINGTON

DWN BY	DATE	JOB NO.
G. WEISER	2/2012	11174
CHKD BY	SCALE	SHEET
D. NELSON	1"=40'	1 OF 3

12-40

OWNERS:

PARCEL 1:

POD CONSTRUCTION, INC.
A WASHINGTON CORPORATION
DBA CENTRAL CASCADE CONSTRUCTION
PO BOX 808
CLE ELLAM, WA 98922-0808

PARCEL 2:

TEANAWAY RIDGE L.L.C.
A WASHINGTON LIMITED LIABILITY CO.
PO BOX 808
CLE ELLAM, WA 98922

PARCEL NOS:

POD CONSTRUCTION, INC.
20-14-12083-0021 (954708) &
20-14-12083-0022 (954709)

TEANAWAY RIDGE L.L.C.
PTN. 20-14-01030-0020 (12005)

PLAT INFORMATION:

ACREAGE: 1.57 ACRES (DIVISION 4)
LOTS: 8
WATER SOURCE: EVERGREEN VALLEY GROUP A
SEWER SOURCE: EVERGREEN RIDGE P.U.D.-PHASE 1, DIVISION 4 WILL BE SUPPLIED SEWER SERVICE
ACCORDING TO FILE 2-05-33.
ZONE: PLANNED UNIT DEVELOPMENT

EXISTING LEGAL DESCRIPTION:

PARCEL 1:

LOTS 21 AND 22, EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 3, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 11 OF PLATS, PAGES 153 AND 154, RECORDS OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF LOT 2A OF THAT CERTAIN SURVEY AS RECORDED IN BOOK 32 OF SURVEYS, AT PAGES 134 THROUGH 137, UNDER AUDITOR'S FILE NUMBER 200804170033, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON LYING WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12 (REFERENCE BEARING NORTH 89°11'40" WEST ALONG THE NORTH BOUNDARY LINE OF SAID NORTHWEST QUARTER); THENCE SOUTH 01°45'11" WEST, 1,271.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2A, SAID CORNER BEING THE TRUE POINT OF BEGINNING OF SAID LINE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF SAID CURVE BEARS SOUTH 80°50'20" WEST, 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 42.81 FEET, THROUGH A CENTRAL ANGLE OF 81°22'33" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF SAID CURVE BEARS NORTH 00°23'08" WEST, 200.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 203.81 FEET, THROUGH A CENTRAL ANGLE OF 89°23'18"; THENCE NORTH 31°50'51" WEST, 75.28 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 49.70 FEET, THROUGH A CENTRAL ANGLE OF 23°43'32"; THENCE NORTH 55°43'43" WEST, 14.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 47.12 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 34°16'17" EAST, 72.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 308.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 15.81 FEET, THROUGH A CENTRAL ANGLE OF 2°56'25" TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF SAID CURVE BEARS SOUTH 84°00'00" EAST, 30.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 45.58 FEET, THROUGH A CENTRAL ANGLE OF 87°03'35"; THENCE SOUTH 58°43'43" EAST, 14.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 52.13 FEET, THROUGH A CENTRAL ANGLE OF 23°47'21"; THENCE SOUTH 31°50'51" EAST, 75.28 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 158.51 FEET, THROUGH A CENTRAL ANGLE OF 82°44'54" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE NORTHWEST, THE CENTER OF SAID CURVE BEARS NORTH 05°15'15" EAST, 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 54.58 FEET, THROUGH A CENTRAL ANGLE OF 104°15'50"; THENCE SOUTH 02°00'35" EAST, 81.71 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID LINE.

EASEMENT PROVISION:

AN EASEMENT IS HEREBY GRANTED TO AND RESERVED FOR PUGET SOUND ENERGY COMPANY, EVERGREEN VALLEY WATER SYSTEMS, INC., ROSLYN TELEPHONE COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJACENT TO THE ROAD FRONTAGE OF ALL LOTS IN WR001 TO INSTALL, LAY, CONSTRUCT, REPAIR, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, NATURAL GAS, TELEPHONE, AND WATER SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION.

NOTE:

THE EXISTING UTILITIES AS SHOWN ARE ONLY APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE SIZE, TYPE, LOCATION, AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION, AND INFORM THE DESIGN ENGINEER OF ANY DISCREPANCIES.

Call Before You Dig
1-800-553-4344



EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4
A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,
TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.
KITTITAS COUNTY, STATE OF WASHINGTON

NOTES:

- 1. THIS SURVEY WAS PERFORMED USING A TRIMBLE 56 TOTAL STATION...
2. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES...
3. PER ROW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS...
4. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS...
5. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS...
6. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD OR OTHERWISE...
7. MAINTENANCE OF THE ACCESS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS WHO BENEFIT FROM ITS USE...
8. ENTIRE PRIVATE ROAD SHALL ACHIEVE 80% COMPACTION AND SHALL BE INSPECTED AND CERTIFIED BY A LICENSED ENGINEER...
9. KITTITAS COUNTY WILL NOT ACCEPT PRIVATE ROADS FOR MAINTENANCE AS PUBLIC STREETS OR ROADS UNLESS SUCH STREETS OR ROADS ARE BROUGHT INTO CONFORMANCE WITH CURRENT COUNTY ROAD STANDARDS...
10. BASIS OF BEARINGS AND SECTION BREAKDOWN ARE PER THE FOLLOWING SURVEYS OF RECORD...
11. THE ROADS WITHIN THIS PLAT WILL NOT BE "ON-SYSTEM" COUNTY ROADS UNTIL THEY ARE CONSTRUCTED AND APPROVED BY KITTITAS COUNTY PUBLIC WORKS...
12. THE PURPOSE OF THIS PLAT IS TO DEVELOP PHASE 1, DIVISION 4 OF THE EVERGREEN RIDGE P.U.D.
13. EVERGREEN RIDGE P.U.D.-PHASE 1, DIVISION 4 WILL BE SUPPLIED SEWER SERVICE ACCORDING TO FILE 2-05-33.

04/17/2012 11:38:38 AM V: 12 P: 40 201204170014
P-01-01

ADJACENT PROPERTY OWNERS:

- 954888
954708
954709
POD CONSTRUCTION INC.
PO BOX 808
CLE ELLAM WA 98922-0808
954707
KORNBETH S. & BECKY L. MASON
1728 KITSAP PL. SE
RENTON WA 98059
12045
TEANAWAY RIDGE LLC
PO BOX 808
CLE ELLAM WA 98922
21799
RICHARD D. DIX ETUX
2631 EVERGREEN POINT RD
MEDINA WA 98038
THE VILLAGES AT ROSLYN RIDGE
(CONDOMINIUMS)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT POD CONSTRUCTION, INC., A WASHINGTON CORPORATION AND CENTRAL CASCADE CONSTRUCTION, OWNER IN FEE SHARER OF THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 17 DAY OF APRIL A.D. 2012

NAME: President TITLE: TITLE

ACKNOWLEDGEMENT

STATE OF WA WA } ss.
COUNTY OF KITTITAS }

ON THIS 17th DAY OF APRIL 2012 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SOLEMNLY APPOINTED, PERSONALLY APPEARED DAVID P. NELSON, PRESIDENT AND SECRETARY, RESPECTIVELY, OF POD CONSTRUCTION, INC., THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND BY HIS STATED THAT HE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED (IF ANY) IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE.
Notary Public in and for the State of Washington
My Appointment Expires 08/09/2022



RECORDER'S CERTIFICATE 201204170014

Filed for record this 17 day of APRIL 2012 at 11:38 AM in book 2012-04170014 at page 18092 at the request of

DAVID P. NELSON
Signature Name
Notary Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of POD CONSTRUCTION INC. in 1959, 2012.

DAVID P. NELSON DATE: Certificate No. 18092

Encompass ENGINEERING & SURVEYING

165 NE Indigo Street, Suite 201 • Issaquah, WA 98027 • Phone: (425) 392-0250 • Fax: (425) 391-3055
108 East 2nd Street • Cle Elum, WA 98922 • Phone: (509) 674-7433 • Fax: (509) 674-7419

EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4
A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,
TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.
KITTITAS COUNTY, STATE OF WASHINGTON

Table with columns: DWN BY, DATE, JOB NO., CHD BY, SCALE, SHEET. Values: G. WEISER, 2/2012, 11134, D. NELSON, N/A, 2 of 3

**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4**  
**A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,**  
**TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.**  
**KITITITAS COUNTY, STATE OF WASHINGTON**

04/17/2012 11:38:38 AM V: 12 P: 41 201204170014  
 R129.00 TOWNWAY RIDGE  
 Kitititas County Auditor  
 Page 3 of 2

P-01-01

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT TEAMWAY RIDGE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 17 DAY OF April, A.D., 2012.

[Signature]  
 NAME \_\_\_\_\_  
 TITLE manager

NAME \_\_\_\_\_  
 TITLE \_\_\_\_\_

**ACKNOWLEDGEMENT**  
 STATE OF Washington S.S.  
 COUNTY OF Kitititas

ON THIS 17th DAY OF April, 2012 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED [Signature] AND [Signature] TO ME KNOWN TO BE THE MANAGER AND [Signature] RESPECTIVELY OF TEAMWAY RIDGE, LLC THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE THE 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 IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.



[Signature]  
 NOTARY PUBLIC IN AND FOR THE STATE OF  
WA RESIDING AT Ellensburg  
 MY APPOINTMENT EXPIRES 9-9-13

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT MALLARD MEADOWS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 88.87% INTEREST, AN ASSIGNEE OF AN ASSIGNMENT OF A DEED OF TRUST, DOES HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 17 DAY OF April, A.D., 2012.

[Signature]  
 NAME \_\_\_\_\_  
 TITLE manager

NAME \_\_\_\_\_  
 TITLE \_\_\_\_\_

**ACKNOWLEDGEMENT**  
 STATE OF Washington S.S.  
 COUNTY OF Kitititas

ON THIS 17th DAY OF April, 2012 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED [Signature] AND [Signature] TO ME KNOWN TO BE THE MANAGER AND [Signature] RESPECTIVELY OF MALLARD MEADOWS, LLC THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE THE 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 IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.



[Signature]  
 NOTARY PUBLIC IN AND FOR THE STATE OF  
WA RESIDING AT Ellensburg  
 MY APPOINTMENT EXPIRES 9-9-13



**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT OLE ELUM PINES WEST, LLC, A WASHINGTON LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 13.34% INTEREST & AS TO AN UNDIVIDED 13.34% INTEREST, AN ASSIGNEE OF AN ASSIGNMENT OF A DEED OF TRUST, DOES HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 17 DAY OF April, A.D., 2012.

[Signature]  
 NAME \_\_\_\_\_  
 TITLE manager

NAME \_\_\_\_\_  
 TITLE \_\_\_\_\_

**ACKNOWLEDGEMENT**  
 STATE OF Washington S.S.  
 COUNTY OF Kitititas

ON THIS 17th DAY OF April, 2012 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED [Signature] AND [Signature] TO ME KNOWN TO BE THE MANAGER AND [Signature] RESPECTIVELY OF OLE ELUM PINES WEST, LLC THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE THE 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 IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.



[Signature]  
 NOTARY PUBLIC IN AND FOR THE STATE OF  
WA RESIDING AT Ellensburg  
 MY APPOINTMENT EXPIRES 9-9-13

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT JAMES K. SCHULER & ASSOCIATES, INC., AS TO AN UNDIVIDED 3.33% INTEREST AND JAMES K. SCHULER & ASSOCIATES, INC., AS TO AN UNDIVIDED 1.32% INTEREST, AN ASSIGNEE OF AN ASSIGNMENT OF A DEED OF TRUST, DOES HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 17 DAY OF April, A.D., 2012.

[Signature]  
 NAME \_\_\_\_\_  
 TITLE Asst. Sec.

NAME \_\_\_\_\_  
 TITLE \_\_\_\_\_

**ACKNOWLEDGEMENT**  
 STATE OF Washington S.S.  
 COUNTY OF Kitititas

ON THIS 17th DAY OF April, 2012 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED [Signature] AND [Signature] TO ME KNOWN TO BE THE SECRETARY AND [Signature] RESPECTIVELY OF JAMES K. SCHULER & ASSOCIATES, INC. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED (IF ANY) IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.



[Signature]  
 NOTARY PUBLIC IN AND FOR THE STATE OF  
WA RESIDING AT Ellensburg  
 MY APPOINTMENT EXPIRES 9-9-13

**RECORDER'S CERTIFICATE** 20120-4170014

Filed for record this 17 day of April, 2012, at 11:38 AM  
 in book 2012-12-17 at page 3 of the request of  
DAVID P. NELSON  
 Surveyor's Name  
[Signature]  
 County Auditor

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of EGG CONSTRUCTION INC. in FEB 2012.  
[Signature]  
 DAVID P. NELSON DATE  
 Certificate No. 18092

**Encompass**  
 ENGINEERING & SURVEYING

Western Washington Division  
 165 NE Indep. Street, Suite 201 • Bellingham, WA 98207 • Phone: (425) 792-0250 • Fax: (425) 391-3055  
 Eastern Washington Division  
 106 East 2nd Street • Ok. Blain, WA 98922 • Phone: (509) 674-7433 • Fax: (509) 674-7419

**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4**  
**A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,**  
**TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.**  
**KITITITAS COUNTY, STATE OF WASHINGTON**

DWN BY	DATE	JOB NO.
G. WEISER	2/2012	11134
CHKD BY	SCALE	SHEET
D. NELSON	N/A	3 of 3

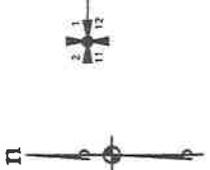
10-216

01/21/07

20080470008

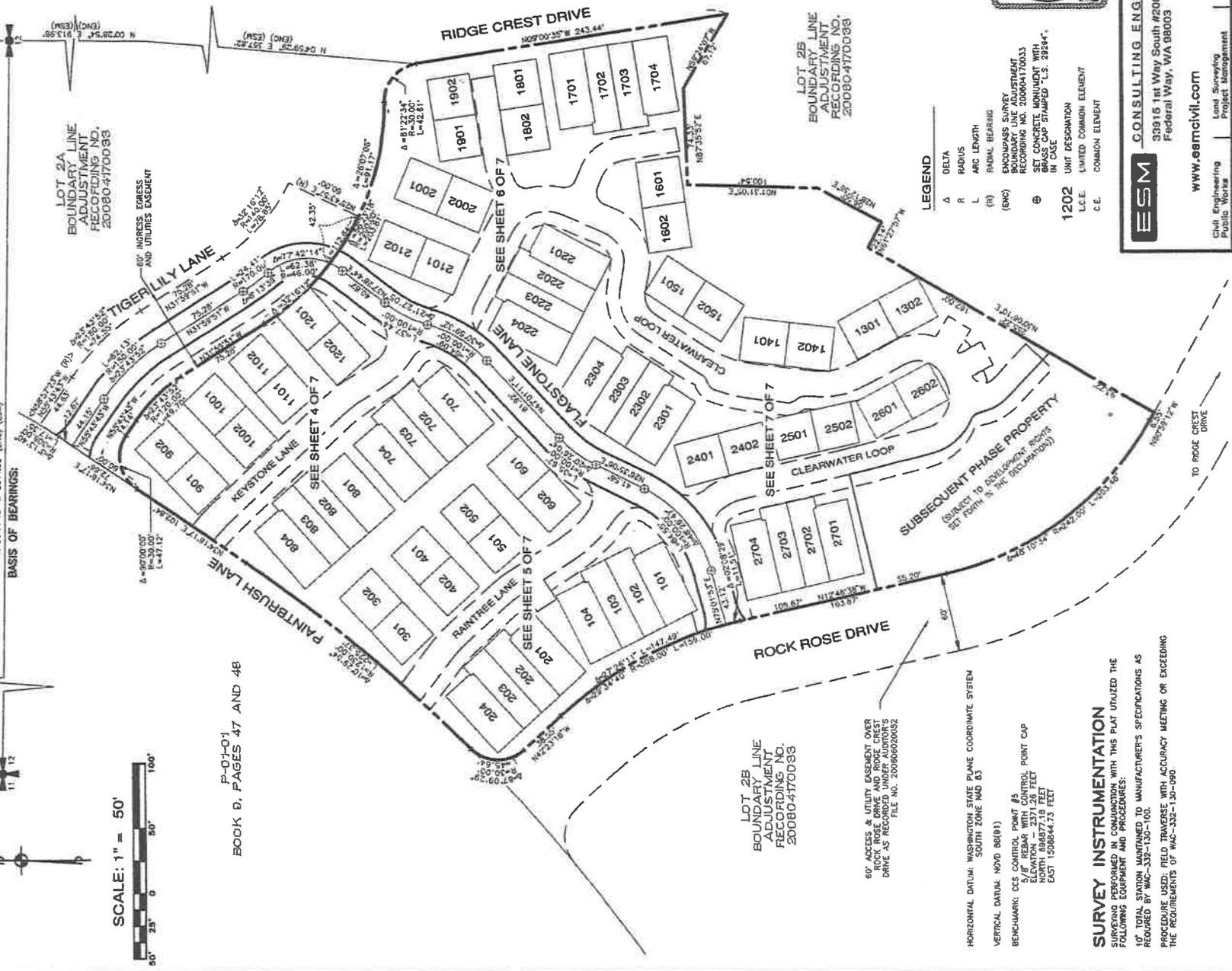
# SURVEY MAP AND PLANS VILLAGE AT ROSLYN RIDGE A CONDOMINIUM

## A PORTION OF SECTION 12, T. 20 N., R. 14 E., W.M. KITITAS COUNTY, WASHINGTON



SCALE: 1" = 50'

P-03-01  
BOOK 0, PAGES 47 AND 48



### LEGEND

- Δ DELTA
- R RADIUS
- L ARC LENGTH
- (R) RADIAL BEARING
- (ENC) ENCUMBRANCE SURVEY
- BOUNDARY LINE ADJUSTMENT
- RECORDING NO. 200804170033
- SET CONCRETE MONUMENT WITH BRASS CAP STAMPED "L.S. 3924"
- IN CASE
- 1202 UNIT DESIGNATION
- L.C.E. LIMITED COMMON ELEMENT
- C.E. COMMON ELEMENT



**ESM CONSULTING ENGINEERS, LLC.**  
 33916 1st Way South #200  
 Federal Way, WA 98003

www.esmciwi.com

Land Surveying  
 Civil Engineering  
 Public Works  
 Project Management

Land Planning  
 Landscape Architecture  
 Municipal Architecture

DATE: 4/23/07

JOB NO. 410-027-005

### SURVEY INSTRUMENTATION

SURVEYS PERFORMED IN CONFORMANCE WITH THIS PLAN UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES:

10" TOTAL STATION MAINTAINED TO MANUFACTURER'S SPECIFICATIONS AS REQUIRED BY WAC-332-130-100.

PROCEDURE USED: FIELD TRAVERSE WITH ACCURACY MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-090

60' ACCESS & UTILITY EASEMENT OVER ROCK ROSE DRIVE AND RIDGE CREST DRIVE AS RECEIVED BY RECORDING NO. 200804020052

HORIZONTAL DATUM: WASHINGTON STATE PLANE COORDINATE SYSTEM SOUTH ZONE 48 AND 63

VERTICAL DATUM: NVD 86(81)

BENCHMARK: CCS CONTROL POINT #5

5/8" REBAR WITH CONTROL POINT CAP ELEVATION = 2371.26 FEET

ENCUMBRANCE SURVEY FILE NO. 1508644.73 FEET

LOT 2B  
 BOUNDARY LINE  
 ADJUSTMENT  
 RECORDING NO.  
 200804700088

LOT 2B  
 BOUNDARY LINE  
 ADJUSTMENT  
 RECORDING NO.  
 200804700088

SUBSEQUENT PHASE PROPERTY  
 SUBJECT TO DEVELOPMENT RIGHTS  
 SET FORTH IN THE DECLARATION

1-153

P-01-01

# EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 3

## A PORTION OF THE NORTHWEST 1/4 OF SECTION 12, T. 20N., R. 14E., W.M.

### KITITAS COUNTY, STATE OF WASHINGTON



VICINITY MAP - N.T.S.

#### APPROVALS

KITITAS COUNTY DEPARTMENT OF PUBLIC WORKS  
 EXAMINED AND APPROVED THIS 7 DAY OF May A.D., 2008  
*[Signature]*  
 KITITAS COUNTY ENGINEER

KITITAS COUNTY HEALTH DEPARTMENT  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D. PHASE 1, DIVISION NO. 3 PLAT HAS BEEN EXAMINED BY ME AND I FIND THAT THE SEWERAGE AND WATER SYSTEM HEREIN SHOWN DOES MEET AND COMPLY WITH ALL REQUIREMENTS OF THE COUNTY HEALTH DEPARTMENT.  
 DATED THIS 9 DAY OF June A.D., 2008  
*[Signature]*  
 KITITAS COUNTY HEALTH OFFICER

CERTIFICATE OF COUNTY PLANNING DIRECTOR  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D. PHASE 1, DIVISION NO. 3 PLAT HAS BEEN EXAMINED BY ME AND I FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITITAS COUNTY PLANNING COMMISSION.  
 DATED THIS 10 DAY OF June A.D., 2008  
*[Signature]*  
 KITITAS COUNTY PLANNING DIRECTOR

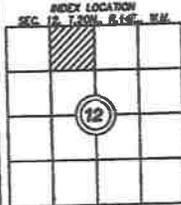
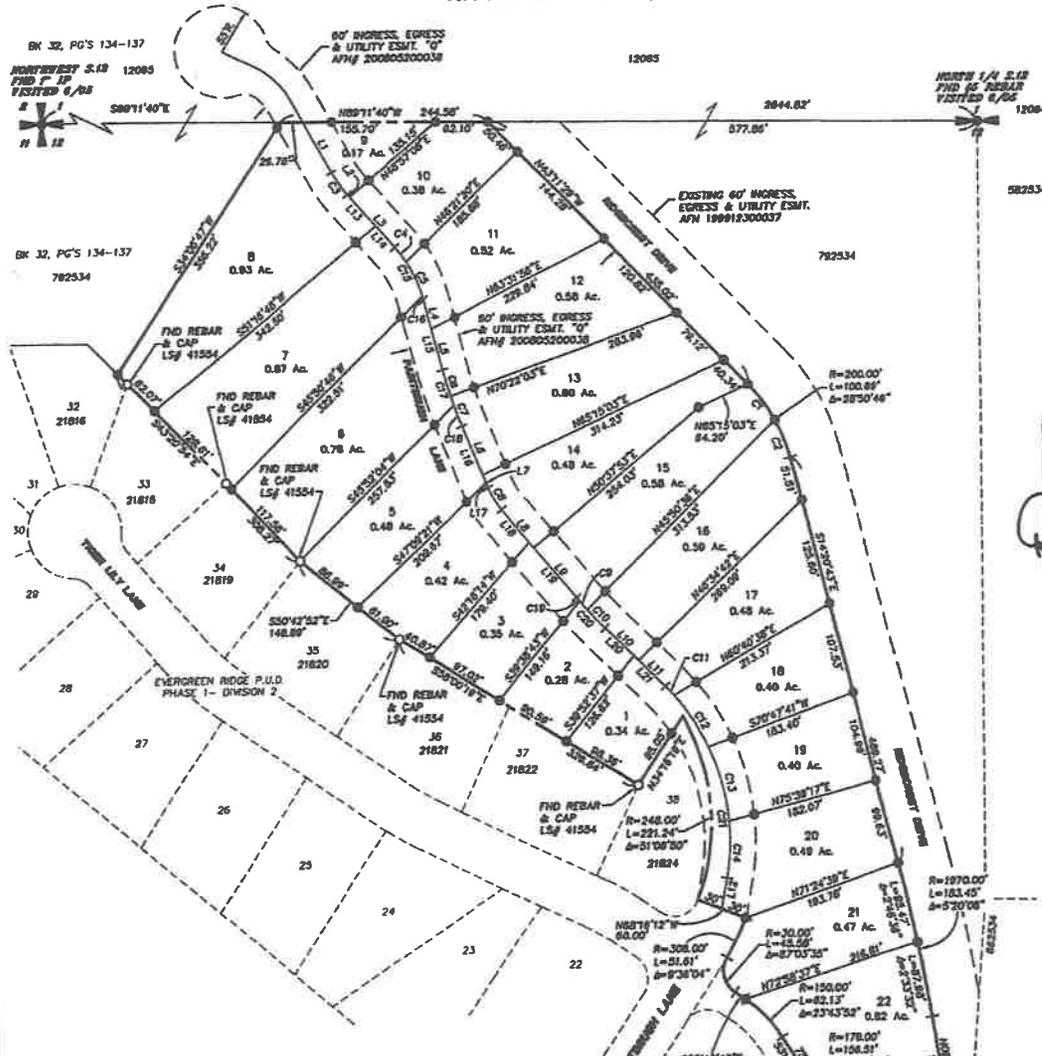
CERTIFICATE OF KITITAS COUNTY TREASURER  
 I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR AS SHOWN ON THE PLAT IS NOW TO BE PAID.  
 PARCEL NOS.: PTL 20-14-12022-0008 (782534) & 20-14-01030-0020 (12063)  
 DATED THIS 5 DAY OF June A.D., 2008  
*[Signature]*  
 KITITAS COUNTY TREASURER

CERTIFICATE OF KITITAS COUNTY ASSESSOR  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D. PHASE 1, DIVISION NO. 3 PLAT HAS BEEN EXAMINED BY ME AND I FIND THE PROPERTY TO BE IN AN ACCEPTABLE CONDITION FOR PLATTING.  
 PARCEL NOS.: PTL 20-14-12022-0008 (782534) & 20-14-01030-0020 (12063)  
 DATED THIS 5 DAY OF June A.D., 2008  
*[Signature]*  
 KITITAS COUNTY ASSESSOR

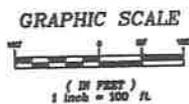
KITITAS COUNTY BOARD OF COMMISSIONERS  
 EXAMINED AND APPROVED THIS 17 DAY OF June A.D., 2008  
*[Signature]*

BOARD OF COUNTY COMMISSIONERS  
 KITITAS COUNTY, WASHINGTON  
 BY: *[Signature]*  
 CHAIRMAN - VICE  
 WITH: *[Signature]*  
 CLERK OF THE BOARD

NOTICE: THE APPROVAL OF THIS PLAT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED.



- LEGEND**
- SECTION CORNER AS NOTED
  - QUARTER CORNER AS NOTED
  - SET REBAR & CAP L5# 18092
  - FOUND REBAR & CAP



LINE	BEARING	DISTANCE
L1	N18°41'27"W	88.67'
L2	N40°32'28"W	4.16'
L3	N40°32'28"W	78.03'
L4	N12°40'07"W	33.86'
L5	N12°40'07"W	50.87'
L6	N12°40'07"W	83.91'
L7	N12°40'07"W	15.88'
L8	N12°40'07"W	58.46'
L9	N12°40'07"W	78.01'
L10	N44°32'08"W	84.84'
L11	N44°32'08"W	43.19'
L12	N10°24'15"W	38.88'
L13	N40°32'28"W	38.88'
L14	N40°32'28"W	33.63'
L15	N12°40'07"W	88.88'
L16	N12°40'07"W	72.17'
L17	N12°40'07"W	8.94'
L18	S10°18'01"E	50.31'
L19	S10°18'01"E	25.10'
L20	S10°18'01"E	47.01'
L21	S44°32'08"E	61.03'

CURVE	LENGTH	RADIUS	DELTA
C1	62.98	200.00	181°24'
C2	47.73	200.00	173°02'
C3	32.21	150.00	127°18'
C4	21.34	150.00	127°18'
C5	48.79	150.00	187°01'
C6	33.44	200.00	218°38'
C7	38.00	500.00	47°14'
C8	30.50	100.00	172°24'
C9	18.07	500.00	211°08'
C10	33.23	500.00	272°28'
C11	14.83	250.00	271°08'
C12	72.08	250.00	163°14'
C13	88.94	250.00	202°48'
C14	66.30	250.00	167°33'
C15	68.71	150.00	252°00'
C16	2.47	150.00	131°20'
C17	2.47	500.00	57°04'
C18	28.55	200.00	330°34'
C19	5.30	200.00	97°03'
C20	43.83	500.00	53°01'
C21	243.04	250.00	28°42'00"



**RECORDER'S CERTIFICATE 200806100013**

Filed for record this 18 day of June, 2008, at CLUM in book 11 of PLAT of page 153 at the request of DAVID P. NELSON Surveyor's Name  
*[Signature]* County Auditor  
*[Signature]* County Auditor

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the state of WASHINGTON in 2007.  
 DAVID P. NELSON DATE  
 Certificate No. 18092

**Encompass**

ENGINEERING & SURVEYING

108 EAST 2ND STREET  
 CLE ELUM, WA 99022  
 PHONE: (509) 674-7433  
 FAX: (509) 674-7418

<b>EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 3</b>		
A PORTION OF THE NW 1/4 OF SECTION 12, T. 20N., R. 14E., W.M. KITITAS COUNTY, STATE OF WASHINGTON		
OWN BY	DATE	JOB NO.
G. WEISER	05/08	07234
CHKD BY	SCALE	SHEET
D. NELSON	1"=100'	1 of 2

11-157

**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 3**  
**A PORTION OF THE NORTHWEST 1/4 OF SECTION 12, T. 20N., R. 14E., W.M.**  
**KITTITAS COUNTY, STATE OF WASHINGTON**

P-01-01

OWNER:  
 TEANAWAY RIDGE LLC  
 PO BOX 808  
 CLE ELUM WA 98922

PARCEL #: PTH. 20-14-12022-0008 (792634) &  
 20-14-01030-0000 (12085)  
 ACREAGE: TOTAL FOR PARCEL 792634 IS 68.74 ACRES &  
 TOTAL FOR PARCEL 12085 IS 39.92 ACRES.  
 ACREAGE FOR PHASE 1, DIVISION 3 IS 11.39 ACRES  
 LOTS: 22  
 WATER SOURCE: EVERGREEN VALLEY GROUP A  
 SEWER SOURCE: EVERGREEN RIDGE P.U.D.-PHASE 1, DIVISION 3 WILL BE  
 SUPPLIED SEWER SERVICE ACCORDING TO FILE 2-05-33  
 ZONE: PLANNED UNIT DEVELOPMENT

**ADJACENT PROPERTY OWNERS:**

- 792534  
12085  
582534  
662534  
TEANAWAY RIDGE LLC  
PO BOX 808  
CLE ELUM WA 98922
- 12084  
PLUM CREEK TIMBER CO LP  
PO BOX 1990  
COLUMBIA FALLS MT 59912
- 21816  
LARS I LANDRE ETUX  
18621 SE 48TH PL  
BELLEVUE WA 98004
- 21818  
MARK BAKKEN ETUX  
124 POINT FOSDICK DR NW  
GG HARBOR WA 98335
- 21819  
STEVE MEHL ETUX  
203 TIGER LILY LAKE  
RONALD WA 98940
- 21820  
KAREN & EARNIE SILVA  
3132 MOOSE CANYON RD  
COUER D'ALENE ID 83814
- 21821  
DAVID HATLEN ETUX  
23 W NEWELL  
SEATTLE WA 98119
- 21822  
DEREK R DOREMUS ETAL  
6947 COAL CREEK PARKWAY SE  
NEWCASTLE WA 98059

**EASEMENT PROVISIONS:**

AN EASEMENT IS HEREBY GRANTED TO AND RESERVED FOR PUGET SOUND ENERGY COMPANY, EVERGREEN VALLEY WATER SYSTEMS, INC., ROSLYN TELEPHONE COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJACENT TO THE ROAD FRONTAGE OF ALL LOTS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, NATURAL GAS, TELEPHONE, AND WATER SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION.

**EXISTING LEGAL DESCRIPTION:**

THAT PORTION OF PARCEL 2A OF THAT CERTAIN SURVEY AS RECORDED APRIL 17, 2006, IN BOOK 32 OF SURVEYS, PAGES 134 THROUGH 137, UNDER AUDITOR'S FILE NO. 200604170033, RECORDS OF KITTITAS COUNTY, WASHINGTON, LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

**EXCEPT**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., SITUATE IN KITTITAS COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF LOT 9 AS SHOWN ON THE CERTAIN SURVEY RECORDED AUGUST 18, 2003 AT 4:02 P.M. IN VOLUME 29 OF SURVEYS ON PAGE 48, RECORDS OF KITTITAS COUNTY, UNDER KITTITAS COUNTY AUDITOR'S NUMBER 200308180073; THENCE SOUTH 65°45' EAST 558.56 FEET TO A O'HARE ALUMINUM SURVEY CAP, THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°46'1" WEST 294.86 FEET TO A O'HARE ALUMINUM SURVEY CAP; THENCE NORTH 43°52'56" WEST 209.77 FEET; THENCE NORTH 46°7'3" EAST 207.22 FEET TO THE TRUE POINT OF BEGINNING.

**NOTES:**

1. THIS SURVEY WAS PERFORMED USING A NIKON DTM-522 TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER AZIMUTH ADJUSTMENT.
2. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10 FOOT EASEMENT SHALL ABUT THE EXTERIOR PLAT BOUNDARY AND SHALL BE DIVIDED 5 FEET ON EACH SIDE OF INTERIOR LOT LINES. SAID EASEMENT SHALL ALSO BE USED FOR IRRIGATION.
3. PER RCW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITTITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.
4. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE THE KITTITAS COUNTY ROAD STANDARDS.
5. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CREATING ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT-OF-WAY.
6. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD OR OTHERWISE.
7. MAINTENANCE OF THE ACCESS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS WHO BENEFIT FROM ITS USE.
8. ENTIRE PRIVATE ROAD SHALL ACHIEVE 95% COMPACTION AND SHALL BE INSPECTED AND CERTIFIED BY A LICENSED ENGINEER IN THE STATE OF WASHINGTON SPECIFYING THAT THE ROAD MEETS CURRENT KITTITAS COUNTY ROAD STANDARDS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THIS PLAT.
9. KITTITAS COUNTY WILL NOT ACCEPT PRIVATE ROADS FOR MAINTENANCE AS PUBLIC STREETS OR ROADS UNTIL SUCH STREETS OR ROADS ARE BROUGHT INTO CONFORMANCE WITH CURRENT COUNTY ROAD STANDARDS. THIS REQUIREMENT WILL INCLUDE THE HARD SURFACE PAVING OF ANY STREET OR ROAD SURFACED ORIGINALLY WITH GRAVEL.
10. BASIS OF BEARINGS AND SECTION BREAKDOWN ARE PER THE FOLLOWING SURVEYS OF RECORD: BOOK 32 OF SURVEYS, PAGES 134 THRU 137 UNDER AUDITOR'S FILE NUMBER 200604170033; BOOK 34 OF SURVEYS, PAGE 22 UNDER AUDITOR'S FILE NUMBER 200704270063, KITTITAS COUNTY, STATE OF WASHINGTON AND THE SURVEYS REFERENCED THEREON.
11. THE ROADS WITHIN THIS PLAT WILL NOT BE "ON-SYSTEM" COUNTY ROADS UNTIL THEY ARE CONSTRUCTED AND APPROVED BY KITTITAS COUNTY PUBLIC WORKS, AND ACCEPTED ONTO THE COUNTY SYSTEM THROUGH RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS. THE DEVELOPER IS RESPONSIBLE FOR ALL MAINTENANCE AND OPERATION UNTIL SUCH TIME, AS DESCRIBED IN THE KITTITAS COUNTY ROAD STANDARDS.
12. THE PURPOSE OF THIS PLAT IS TO DEVELOP PHASE 1, DIVISION 3 OF THE EVERGREEN RIDGE P.U.D.
13. EVERGREEN RIDGE P.U.D.-PHASE 1, DIVISION 3 WILL BE SUPPLIED SEWER SERVICE ACCORDING TO FILE 2-05-33.

**NOTE:**

THE EXISTING UTILITIES AS SHOWN ARE ONLY APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE SIZE, TYPE, LOCATION, AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION, AND INFORM THE DESIGN ENGINEER OF ANY DISCREPANCIES.

**Call Before You Dig**  
 1-800-563-4344



**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT TEANAWAY RIDGE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE HEREBY DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE, SUBGRADE AND PLAT AS HEREIN DESCRIBED.  
 IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 5 DAY OF June A.D., 2008

NAME David P. Nelson TITLE Surveyor  
 NAME W.R.L.E. TITLE W.R.L.E.

**ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
 COUNTY OF Kittitas ) s.s.

On this 5 day of June, 2008 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David P. Nelson and W.R.L.E. respectively, of Teanaway Ridge, LLC and W.R.L.E. the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Teanaway Ridge, LLC company, for the uses and purposes therein mentioned, and on each stated that David P. Nelson is authorized to execute the said instrument.

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



Notary Public in and for the State of Washington, residing at \_\_\_\_\_ by appointment expires \_\_\_\_\_

RECORDER'S CERTIFICATE 200806180013  
 Filed for record this 13 day of June, 2008 at 1:47 PM in book 11 of Plats at page 133 of the request of David P. Nelson County Auditor  
 SURVEYOR'S CERTIFICATE  
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of TEANAWAY RIDGE, LLC in REG. 2002.  
 DAVID P. NELSON DATE  
 Certificate No. 18092

**Encompass**  
 ENGINEERING & SURVEYING  
 108 EAST 2ND STREET  
 CLE ELUM, WA 98922  
 PHONE: (509) 674-7433  
 FAX: (509) 674-7419

**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 3**  
 A PTL. OF THE NW 1/4 OF SECTION 12, T. 20N., R. 14E., W.M.  
 KITTITAS COUNTY, STATE OF WASHINGTON

DWN BY <b>G. WEISER</b>	DATE <b>05/08</b>	JOB NO. <b>07234</b>
CHKD BY <b>D. NELSON</b>	SCALE <b>1"=100'</b>	SHEET <b>2 of 2</b>



DWG INDEX: EGR-DWG0000 02-500 REV02

# EVERGREEN RIDGE P.U.D. PHASE 1 - DIVISION 2

LOCATED IN THE NW1/4 OF SECTION 12, T.20N., R.14E., W.M. KITTITAS COUNTY, STATE OF WASHINGTON

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT ME, THE UNDERSIGNED, OWNERS IN FEE SIMPLE OF THE DESCRIBED REAL PROPERTY, DO HEREBY DECLARE THIS PLAT AND AND IN LIEU OF DEDICATION OF ROADS HEREBY GRANT FOREVER UNTO ALL OWNERS OF LOTS IN THIS PLAT AND ALL FUTURE PLATS IN EVERGREEN RIDGE AN UNDIVIDED INTEREST IN ALL ROADS SHOWN AS PRIVATE ROADS.

THE COSTS OF CONSTRUCTION, MAINTENANCE AND SHOW REMOVAL OF ALL ROADS, STREETS AND ALLEYS WITHIN THIS PLAT AND ALL ACCESS ROADS TO THIS PLAT SHALL BE THE OBLIGATION OF A NONPROFIT CORPORATION COMPOSED OF ALL THE OWNERS OF THE LOTS OF THE PLAT AND OF ANY ADDITIONAL PLATS THAT MAY BE SERVED BY THESE ROADS, STREETS AND ALLEYS.

IN THE EVENT THAT THE OWNERS OF ANY OF THE LOTS OF THIS PLAT OR ANY ADDITIONAL PLATS SHALL PETITION THE COUNTY COMMISSIONERS TO INCLUDE THE ROADS IN THE COUNTY ROAD SYSTEM, IT IS UNDERSTOOD THAT THE ROADS SHALL FIRST BE BUILT UP TO MINIMUM COUNTY STANDARDS BY SAID NON-PROFIT CORPORATION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS 22<sup>nd</sup> DAY OF August A.D., 2005.

### PORT QUENDALL DEVELOPMENT

*Patrick D. DeNeen*  
BY PATRICK D. DENEEN, SECRETARY  
N/A  
BY SECRETARY

### LEGAL DESCRIPTION

A PORTION OF PARCEL THREE AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 19 OF SURVEYS, PAGE 198, UNDER KITTITAS COUNTY AUDITORS FILE NUMBER 566485, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, AND OF PARCEL THREE AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 25 OF SURVEYS, PAGE 193, UNDER KITTITAS COUNTY AUDITORS FILE NUMBER 200012290029, RECORDS OF KITTITAS COUNTY STATE OF WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE S01°14'51" W ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12, 1322.41 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE S00°30'01" W ALONG THE WEST LINE OF THE SAID EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12, 583.48 FEET TO THE TRUE POINT OF BEGINNING.

Tax Parcel # 20-14-12020-0004 (Original)  
Tax Parcel # 20-14-12060-0023 (New)

### SURVEY NOTES

- 1. INSTRUMENTS: USING A SOKKIA SET 380 THREE SECOND TOTAL STATION AND A TOPCON HIPER LITE PLUS GPS RTK SYSTEM WITH RESULTING CLOSURES EXCEEDING THE MINIMUM ACCURACY STANDARDS AS SET FORTH BY WAC 352-130.
- 2. THE FOLLOWING RECORD OF SURVEY FILED WITH KITTITAS COUNTY, STATE OF WASHINGTON, WAS USED TO CALCULATE OR ASCERTAIN THE BOUNDARY AS SHOWN HERE ON... BOOK 25 OF SURVEYS, PAGE 193, 47N 200012290029. THE BASIS OF BEARINGS IS THE WASHINGTON STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD83.
- 3. THIS SURVEY MAY NOT SHOW ALL EASEMENTS, WHICH MAY PERTAIN TO THIS PROPERTY.
- 4. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10 FOOT EASEMENT SHALL ABUT THE EXTERIOR PLAT BOUNDARY AND SHALL BE DIVIDED 5 FEET ON EACH SIDE OF THE INTERIOR LOT LINES UNLESS OTHERWISE NOTED.
- 5. PER RCW 17.10.010, HOMEOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS ACCORDINGLY, THE KITTITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.
- 6. MAINTENANCE OF THE ACCESS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS WHO BENEFIT FROM ITS USE.
- 7. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CREATING ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT OF WAY.
- 8. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE SECTION 12.05 OF THE KITTITAS COUNTY ROAD STANDARDS.
- 9. ACCORDING TO RCW 12.11.010, MAILBOXES SHALL BE "BREAK-AWAY DESIGN AND BE APPROVED BY THE U.S. POSTAL SERVICE SEE WSDOT STANDARD DRAWINGS H-12 SHEET 1-3
- 10. IF THE SUBJECT PROPERTY IS WITHIN OR NEAR EXISTING AGRICULTURAL OR OTHER NATURAL RESOURCE AREAS ON WHICH A VARIETY OF ACTIVITIES MAY OCCUR THAT ARE NOT COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF VARYING DURATION, AGRICULTURAL OR OTHER NATURAL RESOURCE ACTIVITIES PERFORMED IN ACCORDANCE WITH COUNTY, STATE AND FEDERAL LAWS ARE NOT SUBJECT TO LEGAL ACTION AS PUBLIC NUISANCES. KITTITAS COUNTY HAS ADOPTED RIGHT TO FARM PROVISIONS CONTAINED IN THE SECTION 17.74 OF THE KITTITAS COUNTY ZONING CODE.
- 11. THE SUBJECT PROPERTY WILL BE SERVED BY THE EVERGREEN VALLEY CLASS "A" MUNICIPAL WATER SYSTEM ALONG WITH ALREADY APPROVED COMMUNITY SEPTIC SYSTEMS BY KITTITAS COUNTY ENVIRONMENTAL HEALTH.
- 12. AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO PUGET SOUND ENERGY, INC. (GAS AND ELECTRIC COMPANY), A TELEPHONE COMPANY AND CABLE TV COMPANY AND THEIR RESPECTED SUCCESSORS AND ASSIGNS UNDER THE PRIVATE STREETS(S), IF ANY, AND THE EXTERIOR TEN (10) FEET OF ALL LOTS, TRACTS AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING ALL STREETS, IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED UTILITIES.
- 13. ALL PRIVATE ROADS SHALL ACHIEVE 90% COMPLETION AND SHALL BE INSPECTED AND CERTIFIED BY AN ENGINEER LICENSED IN THE STATE OF WASHINGTON SPECIFYING THAT THE ROAD MEETS CURRENT KITTITAS COUNTY ROAD STANDARDS PRIOR TO THE ISSUANCE OF OCCUPANCY PERMIT FOR THIS P.U.D. PLAT.
- 14. KITTITAS COUNTY WILL NOT ACCEPT PRIVATE ROADS FOR MAINTENANCE AS PUBLIC STREETS OR ROADS UNTIL SUCH STREETS OR ROADS ARE BROUGHT INTO CONFORMANCE WITH CURRENT COUNTY ROAD STANDARDS. THIS REQUIREMENT WILL INCLUDE THE HARD SURFACE PAVING OF ANY STREET OR ROAD ORIGINALLY SURFACED WITH GRAVEL.

### ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF KITTITAS ) SS

ON THIS 22<sup>nd</sup> DAY OF August A.D., 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED *Schirre Sullivan* AND *Patrick D. DeNeen* TO ME KNOWN TO BE THE PROGRESSIVE MEMBER SECRETARY, RESPECTIVE, OF TRENDSWEST INVESTMENTS CORPORATION, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN.

*Schirre Sullivan*  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
Schirre Sullivan  
PRINTED NAME  
RESIDING AT Ellensburg  
MY APPOINTMENT EXPIRES 9-5-05



### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF EVERGREEN RIDGE PHASE 1 - DIVISION 2 IS BASED ON ACTUAL SURVEY AND SUBDIVISION OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.; THAT THE DISTANCES AND COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS WILL BE SET AND LOT AND BLOCK CORNERS STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATED THIS 22<sup>nd</sup> DAY OF August A.D., 2005.

*Ted P. Todd*  
PROFESSIONAL LAND SURVEYOR,  
CERTIFICATION NO. 41354

### APPROVALS:

CERTIFICATE OF COUNTY ROAD ENGINEER  
EXAMINED AND APPROVED THIS 22<sup>nd</sup> DAY OF August A.D., 2005.  
*T. J. [Signature]*  
KITTITAS COUNTY ENGINEER

CERTIFICATE OF COUNTY PLANNING DIRECTOR  
I HEREBY CERTIFY THAT THE PLAT OF EVERGREEN RIDGE PHASE 1 - DIVISION 2 HAS BEEN EXAMINED BY ME AND I FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITTITAS COUNTY PLANNING COMMISSION.  
DATED THIS 22<sup>nd</sup> DAY OF August A.D., 2005.  
*[Signature]*  
KITTITAS COUNTY PLANNING DIRECTOR

CERTIFICATE OF COUNTY TREASURER  
I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR IN WHICH THE PLAT IS NOW TO BE FILED.  
DATED THIS 22<sup>nd</sup> DAY OF August A.D., 2005.  
*Christine Sandland*  
KITTITAS COUNTY TREASURER

CERTIFICATE OF COUNTY HEALTH SANITARIAN  
I HEREBY CERTIFY THAT THE PLAT OF EVERGREEN RIDGE PHASE 1 - DIVISION 2 HAS BEEN EXAMINED BY ME AND I FIND THAT THE SEWAGE AND WATER SYSTEM SHOWN DOES MEET AND COMPLY WITH ALL REQUIREMENTS OF THE COUNTY HEALTH DEPARTMENT.  
DATED THIS 22<sup>nd</sup> DAY OF August A.D., 2005.  
*John Wolke*  
KITTITAS COUNTY HEALTH OFFICER

CERTIFICATE OF COUNTY ASSESSOR  
I HEREBY CERTIFY THAT THE PLAT OF EVERGREEN RIDGE PHASE 1 - DIVISION 2 HAS BEEN EXAMINED BY ME AND I FIND THE PROPERTY TO BE IN ACCEPTABLE CONDITION FOR PLATING.  
DATED THIS 22<sup>nd</sup> DAY OF August A.D., 2005.  
*Pauline Garcia*  
KITTITAS COUNTY ASSESSOR

CERTIFICATE OF BOARD OF COUNTY COMMISSIONERS  
EXAMINED AND APPROVED THIS 22<sup>nd</sup> DAY OF August A.D., 2005.  
BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON  
*Perry D. Huston*  
CHAIRMAN

RECORDING CERTIFICATE  
FILED FOR RECORD AT THE REQUEST OF KITTITAS COUNTY BOARD OF COMMISSIONERS, THIS 22<sup>nd</sup> DAY OF August A.D., 2005, AT 10 MINUTES PAST 4 O'CLOCK P.M., AND RECORDED IN VOLUME 9 OF PLATS, ON PAGES 227-228, RECORDS OF KITTITAS COUNTY, WASHINGTON.  
*Jerald V. Pettit* *[Signature]*  
KITTITAS COUNTY AUDITOR DEPUTY COUNTY AUDITOR  
RECEIVING NO: 200508220058

OFFICE: SEATTLE / SYSTEM: HPVAN / USER: TRT

SURVEYED BY: TRT/WJ	CHECKED BY:			
DRAWN BY: TRT	APPROVED BY:			
LAST EDIT: 08/22/05	PLOT DATE: 08/22/05			
DATE	BY (REV#)	REVISION	DATE	BY (REV#)

### CENTRAL CASCADE SURVEYING INC.

301 WYATT LUTHER BLVD. BELLINGHAM, WA 98226  
509-874-0800 FAX 509-874-0801

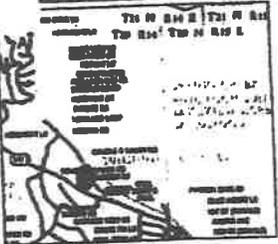


KITTITAS COUNTY  
SCALE: 1" = 100'

### PORT QUENDALL DEVELOPMENT EVERGREEN RIDGE P.U.D. PHASE 1 - DIVISION 2

PROJECT NO. 0001.003  
DRAWING FILE NAME: EGR-PLAT

WASHINGTON  
SHEET 2/2



VICINITY MAP  
NTS

**APPROVALS**

KITITAS COUNTY DEPARTMENT OF PUBLIC WORKS  
 EXAMINED AND APPROVED THIS 26<sup>th</sup> DAY OF  
 AUGUST, A.D. 2004  
*[Signature]*  
 DIRECTOR, DEPARTMENT OF PUBLIC WORKS

KITITAS COUNTY HEALTH DEPARTMENT  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D.  
 PHASE 1 DIV. 1 PLAN HAS BEEN EXAMINED BY ME AND I  
 FIND THAT THE SEWERAGE AND WATER SYSTEM DESIGN  
 SHOWS GOOD MEET AND COMPLY WITH ALL REQUIREMENTS OF  
 THE COUNTY HEALTH DEPARTMENT.  
 DATED THIS 31<sup>st</sup> DAY OF AUGUST, A.D. 2004  
*[Signature]*  
 HEALTH DEPARTMENT OFFICER

CERTIFICATE OF COUNTY PLANNING DIRECTOR  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D.  
 PHASE 1 DIV. 1 PLAN HAS BEEN EXAMINED BY ME AND  
 FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN  
 OF THE KITITAS COUNTY PLANNING COMMISSION.  
 DATED THIS 27<sup>th</sup> DAY OF SEPTEMBER, A.D. 2004  
*[Signature]*  
 COUNTY PLANNING DIRECTOR

KITITAS COUNTY TREASURER  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D.  
 PHASE 1 DIV. 1 PLAN HAS BEEN EXAMINED BY ME AND I  
 FIND THE PROPERTY TO BE IN AN ACCEPTABLE CONDITION  
 FOR PLAYING.  
 PARCEL NO. 20-14-12000-0001  
 DATED THIS 31<sup>st</sup> DAY OF AUGUST, 2004  
*[Signature]*  
 COUNTY TREASURER

CERTIFICATE OF KITITAS COUNTY ASSESSOR  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D.  
 PHASE 1 DIV. 1 PLAN HAS BEEN EXAMINED BY ME AND I  
 FIND THE PROPERTY TO BE IN AN ACCEPTABLE CONDITION  
 FOR PLAYING.  
 PARCEL NO. 20-14-12000-0001  
 DATED THIS 31<sup>st</sup> DAY OF AUGUST, 2004  
*[Signature]*  
 COUNTY ASSESSOR

KITITAS COUNTY BOARD OF COMMISSIONERS  
 EXAMINED AND APPROVED THIS 31<sup>st</sup> DAY OF  
 SEPTEMBER, A.D. 2004  
*[Signature]*

BOARD OF COUNTY COMMISSIONERS  
 KITITAS COUNTY, WASHINGTON  
 BY: *[Signature]*  
 CHAIRMAN

IT IS THE POLICY OF THE BOARD  
 TO OPPOSE THE APPROVAL OF THIS PLAN IF NOT A  
 GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED.



RECORDER'S CERTIFICATE  
 Filed for record this 1<sup>st</sup> day of OCTOBER, 2004  
 in book 3 of PART 3 of page 1 of the request of  
 DAVID P. NELSON  
*[Signature]*  
 County Auditor

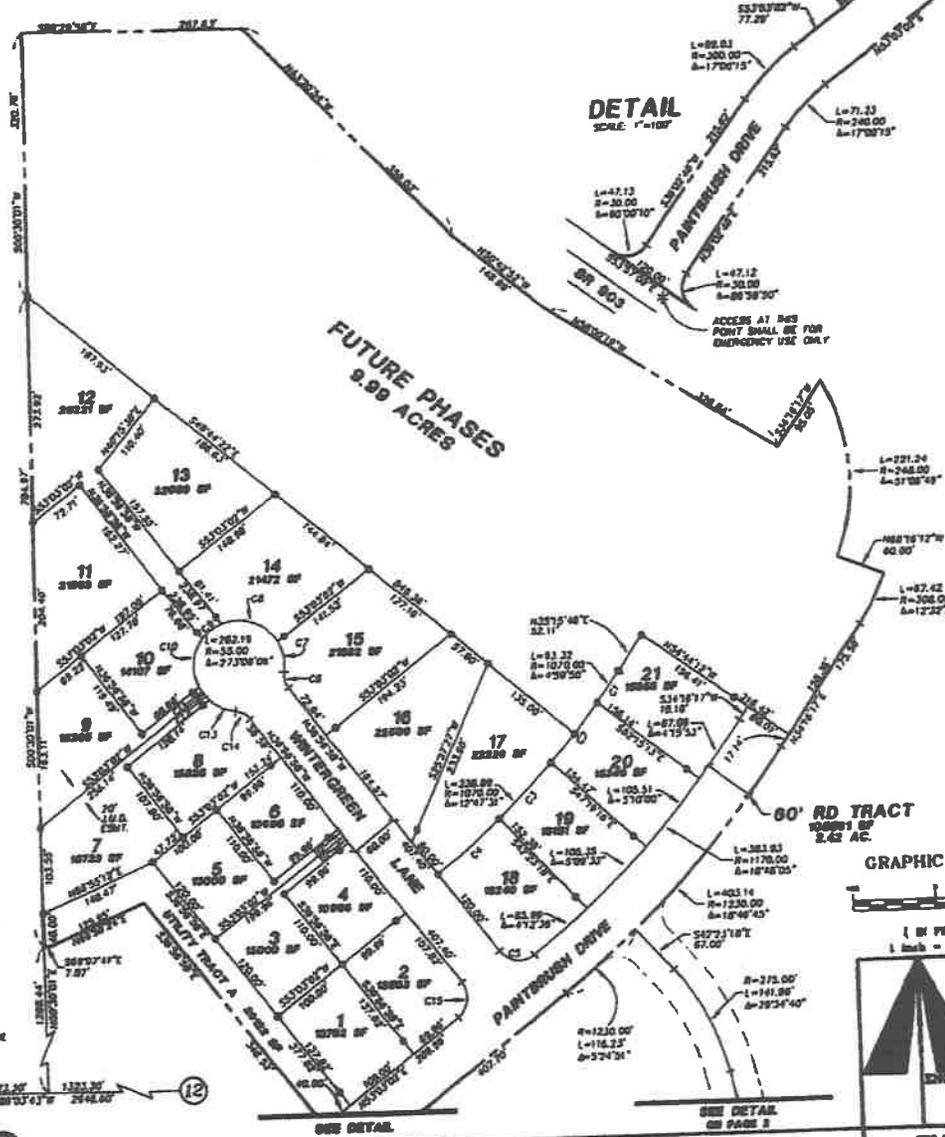
SURVEYOR'S CERTIFICATE  
 This map correctly represents a survey made by  
 me or under my direction in conformance with the  
 requirements of the Survey Recording Act of the  
 request of PAT DENEN  
 in APRIL, 2003  
 DAVID P. NELSON  
 Certificate No. 18092

**EASTSIDE CONSULTANTS, INC.**  
 ENGINEERS-SURVEYORS  
 214 PENNINGTON AVE  
 CHICAGO, ILLINOIS 60606  
 PHONE: (800) 874-7433  
 FAX: 874-7430

**EVERGREEN RIDGE P.U.D.  
 PHASE 1 - DIVISION 1**  
 LOCATED ON THE NW 1/4 SECTION 12, T.20N., R.14E., W.M.  
 KITITAS COUNTY, STATE OF WASHINGTON

OWN BY	DATE	SUB NO.
G. WEISER	08/04	03514
CREO BY	SCALE	SHEET
D. NELSON	1"=100'	1 OF 2

**EVERGREEN RIDGE P.U.D. PHASE 1 - DIVISION 1**  
 LOCATED ON THE NW 1/4 SECTION 12, T.20N., R.14E., W.M.  
 KITITAS COUNTY, STATE OF WASHINGTON



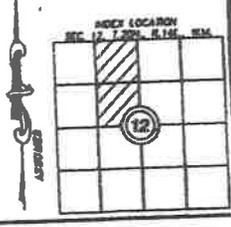
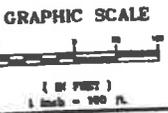
DETAIL  
 SCALE 1"=100'

**LEGEND**

- 12 CENTER OF SECTION
- RELATED CURVES CORRECT TO TWO SECTIONS
- SET PROPERTY CORNER L.S. 00000
- PROPERTY BOUNDARY LINE

**CURVE TABLE**

CURVE	DELTA	ARC LENGTH	LENGTH
C1	278.00°	1073.00'	66.37'
C2	120.00°	1073.00'	66.37'
C3	120.00°	1073.00'	66.37'
C4	278.00°	1073.00'	66.37'
C5	120.00°	1073.00'	66.37'
C6	120.00°	1073.00'	66.37'
C7	120.00°	1073.00'	66.37'
C8	120.00°	1073.00'	66.37'
C9	120.00°	1073.00'	66.37'
C10	120.00°	1073.00'	66.37'
C11	120.00°	1073.00'	66.37'
C12	120.00°	1073.00'	66.37'
C13	120.00°	1073.00'	66.37'
C14	120.00°	1073.00'	66.37'
C15	120.00°	1073.00'	66.37'
C16	120.00°	1073.00'	66.37'
C17	120.00°	1073.00'	66.37'
C18	120.00°	1073.00'	66.37'
C19	120.00°	1073.00'	66.37'
C20	120.00°	1073.00'	66.37'
C21	120.00°	1073.00'	66.37'
C22	120.00°	1073.00'	66.37'
C23	120.00°	1073.00'	66.37'
C24	120.00°	1073.00'	66.37'
C25	120.00°	1073.00'	66.37'
C26	120.00°	1073.00'	66.37'
C27	120.00°	1073.00'	66.37'
C28	120.00°	1073.00'	66.37'
C29	120.00°	1073.00'	66.37'
C30	120.00°	1073.00'	66.37'
C31	120.00°	1073.00'	66.37'
C32	120.00°	1073.00'	66.37'
C33	120.00°	1073.00'	66.37'
C34	120.00°	1073.00'	66.37'
C35	120.00°	1073.00'	66.37'
C36	120.00°	1073.00'	66.37'
C37	120.00°	1073.00'	66.37'
C38	120.00°	1073.00'	66.37'
C39	120.00°	1073.00'	66.37'
C40	120.00°	1073.00'	66.37'
C41	120.00°	1073.00'	66.37'
C42	120.00°	1073.00'	66.37'
C43	120.00°	1073.00'	66.37'
C44	120.00°	1073.00'	66.37'
C45	120.00°	1073.00'	66.37'
C46	120.00°	1073.00'	66.37'
C47	120.00°	1073.00'	66.37'
C48	120.00°	1073.00'	66.37'
C49	120.00°	1073.00'	66.37'
C50	120.00°	1073.00'	66.37'
C51	120.00°	1073.00'	66.37'
C52	120.00°	1073.00'	66.37'
C53	120.00°	1073.00'	66.37'
C54	120.00°	1073.00'	66.37'
C55	120.00°	1073.00'	66.37'
C56	120.00°	1073.00'	66.37'
C57	120.00°	1073.00'	66.37'
C58	120.00°	1073.00'	66.37'
C59	120.00°	1073.00'	66.37'
C60	120.00°	1073.00'	66.37'
C61	120.00°	1073.00'	66.37'
C62	120.00°	1073.00'	66.37'
C63	120.00°	1073.00'	66.37'
C64	120.00°	1073.00'	66.37'
C65	120.00°	1073.00'	66.37'
C66	120.00°	1073.00'	66.37'
C67	120.00°	1073.00'	66.37'
C68	120.00°	1073.00'	66.37'
C69	120.00°	1073.00'	66.37'
C70	120.00°	1073.00'	66.37'
C71	120.00°	1073.00'	66.37'
C72	120.00°	1073.00'	66.37'
C73	120.00°	1073.00'	66.37'
C74	120.00°	1073.00'	66.37'
C75	120.00°	1073.00'	66.37'
C76	120.00°	1073.00'	66.37'
C77	120.00°	1073.00'	66.37'
C78	120.00°	1073.00'	66.37'
C79	120.00°	1073.00'	66.37'
C80	120.00°	1073.00'	66.37'
C81	120.00°	1073.00'	66.37'
C82	120.00°	1073.00'	66.37'
C83	120.00°	1073.00'	66.37'
C84	120.00°	1073.00'	66.37'
C85	120.00°	1073.00'	66.37'
C86	120.00°	1073.00'	66.37'
C87	120.00°	1073.00'	66.37'
C88	120.00°	1073.00'	66.37'
C89	120.00°	1073.00'	66.37'
C90	120.00°	1073.00'	66.37'
C91	120.00°	1073.00'	66.37'
C92	120.00°	1073.00'	66.37'
C93	120.00°	1073.00'	66.37'
C94	120.00°	1073.00'	66.37'
C95	120.00°	1073.00'	66.37'
C96	120.00°	1073.00'	66.37'
C97	120.00°	1073.00'	66.37'
C98	120.00°	1073.00'	66.37'
C99	120.00°	1073.00'	66.37'
C100	120.00°	1073.00'	66.37'



NEW 1/4 E1/4  
 FOR CONVEYANCE MAP  
 FOR AFS 2004/18  
 REVISION 8/04



Revised  
 20 40721067

47 Volume 15

A.T.

ATTACHMENT E



## KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

"Building Partnerships – Building Communities"

April 19, 2013

Clint Perry, Director  
Evergreen Valley Water System  
PO Box 394  
Cle Elum, WA 98922

RE: Evergreen Valley Water System Plan

Dear Mr. Perry,

This letter is to inform you that Kittitas County Community Development Services did receive a copy of the Evergreen Valley Water System Plan on March 19, 2013. We have reviewed the submitted water system plan and have determined that it is consistent with the County's Comprehensive Plan and Development Regulations. Please find attached to this letter the signed Local Government Consistency Review Checklist.

If you have any questions regarding our determination, please feel free to contact our office at (509) 962-7506.

Sincerely,

Lindsey Ozbolt  
Staff Planner

Enc: DOH Local Government Consistency Review Checklist

MAR 19 2013



Local Government Consistency Review Checklist

KITTITAS COUNTY  
ODS

Water System Name: Evergreen Valley PWS ID: 02150J

Planning/Engineering Document Title: Water System Plan Plan Date: March/2013

Local Government with Jurisdiction: Kittitas County Community Development Services

**WAC 246-290-108 Consistency with local plans and regulations:**

Consistency with local plans and regulations applies to planning and engineering documents under WAC 246-290-106, 246-290-107, and 246-290-110(4)(b) (ii).

1) Municipal water suppliers must include a consistency review and supporting documentation in its planning or engineering document describing how it has addressed consistency with **local plans and regulations**. This review must include specific elements of local plans and regulations, as they reasonably relate to water service as determined by Department of Health (DOH). Complete the table below and see instructions on back.

Local Government Consistency Statement	Page(s) in Planning Document	Yes - No - Not Applicable
a) The water system service area is consistent with the adopted <u>land use and zoning</u> within the applicable service area.	Ch. 1	Yes
b) The <u>six-year growth projection</u> used to forecast water demand is consistent with the adopted city/county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology.	Ch. 2 & 3	Yes
c) Applies to <u>cities and towns that provide water service</u> : All water service area policies of the city or town are consistent with the <u>utility service extension ordinances</u> of the city or town.		N/A
d) <u>Service area policies</u> for new service connections are consistent with the adopted local plans and adopted development regulations of all jurisdictions with authority over the service area [City(ies), County(ies)].	Ch. 4 & 6	Yes
e) <u>Other relevant elements</u> related to water supply are addressed in the water system plan, if applicable; Coordinated Water System plans, Regional Wastewater plans, Reclaimed Water plans, Groundwater Area Management plans, and Capital Facilities Element of Comprehensive plans.		N/A

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.

Lindsey M. Debolt  
Signature

4/19/13  
Date

Lindsey M. Debolt, Staff Planner, Kittitas County Community Development  
Printed Name, Title, & Jurisdiction

## Consistency Review Guidance

### For Use by Local Governments and Municipal Water Suppliers



This checklist may be used to meet the requirements of WAC 246-290-108. When using an alternative format, it must describe all of the elements; 1a), b), c), d), and e), when they apply.

For **water system plans (WSP)**, a consistency review is required for the retail service area and any additional areas where a municipal water supplier wants to expand its water right's place of use.

For **small water system management programs**, a consistency review is only required for areas where a municipal water supplier wants to expand its water right's place of use. If no water right place of use expansion is requested, a consistency review is not required.

For **engineering documents**, a consistency review is required for areas where a municipal water supplier wants to expand its water right's place of use (water system plan amendment is required). For non-community water systems, a consistency review is required when requesting a place of use expansion. All engineering documents must be submitted with a service area map per WAC 246-290-110(4)(b)(ii).

**A) Documenting Consistency:** Municipal water suppliers must document all of the elements in a consistency review per WAC 246-290-108.

- 1 a) Provide a copy of the adopted **land use/zoning** map corresponding to the service area. The uses provided in the WSP should be consistent with the adopted land use/zoning map. Include any other portions of comprehensive plans or development regulations that are related to water supply planning.
- 1 b) Include a copy of the **six-year growth projections** that corresponds to the service area. If the local population growth rate projections are not used, provide a detailed explanation on why the chosen projections more accurately describe the expected growth rate. Explain how it is consistent with the adopted land use.
- 1c) Include water service area policies and show that they are consistent with the **utility service extension ordinances** within the city or town boundaries. This applies to cities and towns only.
- 1 d) Include all **service area policies** for how new water service will be provided to new customers.
- 1 e) **Other relevant elements** related to water supply planning as determined by the department (DOH). See Local Government Consistency – Other Relevant Elements, Policy B.07, September 2009.

**B) Documenting an Inconsistency:** Please document the inconsistency, include the citation from the comprehensive plan or development regulation, and provide direction on how this inconsistency can be resolved.

**C) Documenting Lack of Consistency Review by Local Government:** Where the local government with jurisdiction did not provide a consistency review, document efforts made and the amount of time provided to the local government for their review. Please include: name of contact, date, and efforts made (letters, phone calls, and e-mails). In order to self-certify, please contact the DOH Planner.

The Department of Health is an equal opportunity agency. For persons with disabilities, this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (TTY 1-800-833-6388).



STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

1500 West 4th Avenue, Suite 305 • Spokane, Washington 99204  
FAX: (509) 456-2997

February 4, 2008

Mark Nelson  
Evergreen Valley Water System  
PO Box 394  
Cle Elum, WA 98922

Subject: Evergreen Valley Water System; PWS ID #02150J; Kittitas County;  
WSP Service Area Amendment; DOH Project #07-1109; **APPROVAL**

Dear Mr. Nelson:

The amendment to the Evergreen Valley Water System Plan (WSP), received in this office on November 7, 2007, has been reviewed and in accordance with the provisions of WAC-246-295-050 and 060, is hereby **APPROVED** for the change in service area.

Pursuant to WAC 246-295-090, the Water System will need to update the WSP within six years of the original approval date of May 9, 2006. This amendment approval does not affect your original WSP approval date. The Water System Plan update is due prior to May 9, 2012.

Approval of this plan is valid as it relates to current standards outlined in Chapter 246-290 WAC, revised January 2007, Chapter 246-293 WAC, revised September 1997, Chapter 70.116 RCW, and is subject to the qualifications herein. Future revisions in the rules and statutes may be more stringent and require facility modification or corrective action.

The WSP includes capacity information demonstrating the physical and legal ability of the water system to provide water during the six-year period, for which the approval of this WSP is valid.

This approval does not provide any guarantee and should not be considered to provide any guarantee concerning legal use of water or subsequent water rights decisions by the Department of Ecology (Ecology).

Per DOH policy, there is a fee of \$102.00 per hour is assessed for the review of Water System Plans. Payment for our review is due at this time and an invoice in the amount of \$306.00 has been enclosed.



Mark Nelson  
Evergreen Valley Water System  
February 4, 2008  
Page 2

Thank you for submitting the WSP Amendment. If you have any questions or wish to check our records, please feel free to contact me at (509) 456-2457.

Sincerely,

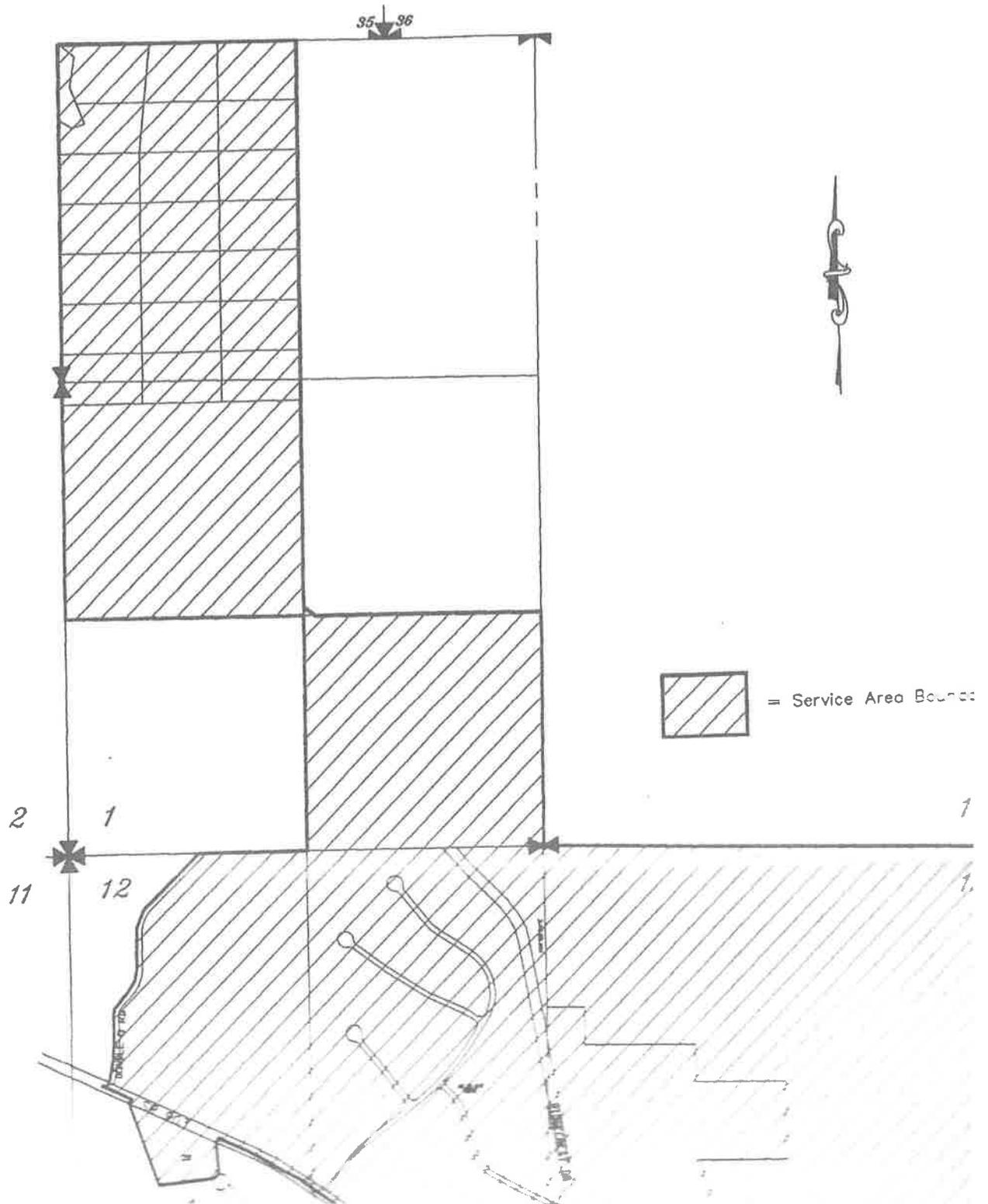


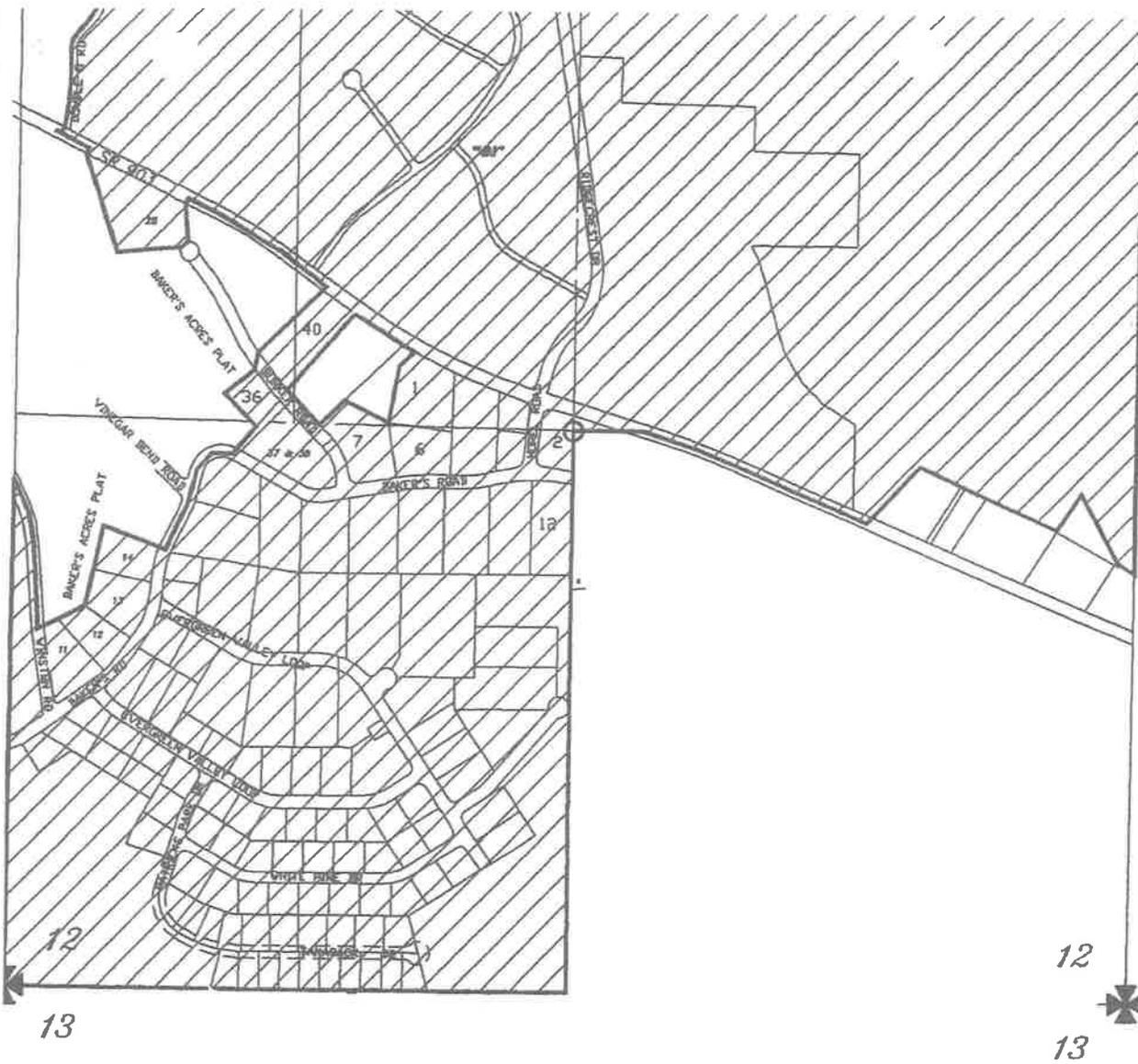
Christine Collins  
Regional Planner  
Office of Drinking Water  
Division of Environmental Health

Enclosure: Invoice

cc: Kittitas County Planning  
Kittitas County Health District  
Carol Mortensen, DOE, CRO  
Tom Justus, Regional Engineer

# Evergreen Valley Water System Retail Service Area Boundary Portions of T20N-R14E-Sec 12 & 1





<b>Valley Utilities</b> <small>21 - P.O. Box 394          WASHINGTON 98222          74-8842</small>	Evergreen Valley Water System	Retail Service Area	
		Boundary Map	
		REVISIONS	BY DATE
<small>© LCU, Inc. 2005</small>			



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

15 West Yakima Avenue, Suite 200 • Yakima, Washington 98902-3452 • (509) 575-2490

October 17, 2006

Mr. Clinton M. Perry  
Evergreen Valley Utilities  
PO Box 462  
Roslyn, Washington 98941

**RE: Evergreen Valley Utilities, Kittitas County; Comprehensive Sewer Plan**

Dear Mr. Perry:

In accordance with RCW 90.48.110 and Chapter 173-240 and on behalf of the Department of Ecology, the Comprehensive Sewer Plan for Evergreen Valley and Evergreen Ridge with a revision date of September 9, 2006 is hereby **APPROVED**.

Nothing in this approval shall be construed as satisfying other applicable federal, state or local statutes, ordinances or regulations.

Chapter 43.21B RCW provides that any person who feels aggrieved by such an approval may appeal to the Pollution Control Hearings Board of Washington, with a copy to the Director of the Department of Ecology, within thirty (30) days of receipt of this approval. Procedures for requesting a hearing may be obtained from this department.

Please feel free to call Richard A. Koch, P.E. at (509)329-3519 or Rick Frye at (509)575-2821 regarding this approval or for other questions on this review.

Sincerely,

Denise E. Mills, LHG  
Water Quality Program

DEM:KH:cmr

cc: Kevin L. Alexander, P.E. SPI  
Rick Frye, Ecology - Yakima  
Richard A. Koch, P.E., - Ecology - Spokane





STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
OFFICE OF SHELLFISH AND WATER PROTECTION  
1500 West Fourth Ave • Suite 403 • Spokane, Washington 99204-1656  
(509) 456-4431 • Fax (509) 456-3127

November 6, 2006

Mr. Clint Perry  
Evergreen Valley Utilities  
PO Box 462  
Roslyn, Washington 98941

Dear Mr. Perry:

Re: Evergreen Valley Utilities, Kittitas County, Revised General Sewer Plan;  
DOH Project # R06-008; Conditional Approval

The Evergreen Valley Utilities Revised General Sewer Plan received in our office on October 5, 2006 has been reviewed in accordance with the provisions of WAC 246-271 for conformance with the Water Reclamation and Reuse Standards, and is hereby **APPROVED**.

**Provided that:**

1. Detailed criteria for the design, startup and long-term maintenance of a constructed treatment wetland must be provided for in the facility plan or engineering report.
2. A formal reliability assessment must be provided in the facility plan or engineering report.

Further, it is recommended that a reserve account equal to 10%-15% of the installed value of the plant asset be included for equipment replacement as a portion of the project budget.

Please note that this approval addresses issues of concern of this department and is not intended to either supersede or replace requirements of or approvals required from the Washington Department of Ecology.



Mr. Clint Perry  
Evergreen Valley Utilities  
November 6, 2006  
Page 2 of 3

Regulations establishing a schedule of fees for review and approval of planning, engineering and construction documents were adopted July 1, 1987 and revised in November 4, 1995. An itemized bill for 990.00 is enclosed.

If you have any questions, please feel free to contact me at (509) 456-2466 or through email at [craig.riley@doh.wa.gov](mailto:craig.riley@doh.wa.gov).

Sincerely,



Craig L. Riley, P.E.  
Water Reclamation & Reuse Program  
Division of Environmental Health

cc: Klickitat County Health Department  
Separation Processes, Inc. Carlsbad, CA  
Richard Koch, Dept. of Ecology, ERO, Spokane  
Tom Justus, WDOH, ERO, Spokane



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

15 W Yakima Ave, Ste 200 • Yakima, WA 98902-3452 • (509) 575-2490

June 26, 2008

Clinton D. Perry, Director  
Evergreen Valley Utilities  
301 W. 1<sup>st</sup> Street, Suite B  
PO Box 394  
Cle Elum, WA 98922

**RE: Approval of Evergreen Valley Utilities Engineering Report  
Tracking Number 0705-3A**

Dear Mr. Perry:

The Department of Ecology has received and reviewed the additional updates to the Evergreen Valley Utilities Engineering Report on June 25, 2008. In accordance with RCW 90.48.110 and Chapter 173-240 WAC, the Evergreen Valley Utilities Engineering Report is hereby **APPROVED** as an Engineering Report.

This document is approved only as an engineering report because the Department of Ecology's legal requirements for funding wastewater projects have not been fully complied with. Before the project can be considered eligible for funding by the Department of Ecology or other federal funding sources, the State Environmental Review Process (SERP) or NEPA must be completed. Additionally, both state and federal law require that only the cost-effective alternative be funded. The analysis of Alternative 1 and its comparison with Alternative 2 is currently insufficient to make the cost-effective determination.

Should you choose to seek funding through Ecology, the above comments must be addressed.

Nothing in this approval shall be construed as satisfying other applicable federal, state or local statutes, ordinances or regulations.

You have the right to appeal this approval of your Engineering Report to the Pollution Control Hearings Board. Pursuant to Chapter 43.21B RCW, your appeal must be filed with the Pollution



Clinton D. Perry, Director  
Evergreen Valley Utilities  
June 26, 2008  
Page 2

Control Hearings Board, and served on the Department of Ecology, within 30 days of the date of your receipt of this document.

To appeal this action or decision, your notice of appeal must contain a copy of the Ecology order, action, or decision you are appealing.

Your appeal must be filed with:

The Pollution Control Hearings Board  
4224 – 6<sup>th</sup> Avenue SE, Rowe Six, Bldg. 2  
PO Box 40903  
Lacey, Washington 98504-0903

Your appeal must also be served on:

The Department of Ecology  
Appeals Coordinator  
PO Box 57608  
Olympia, Washington 98504-7608

In addition, please send a copy of your appeal to:

Richard J. Frye  
Acting Section Manager  
Water Quality Program  
Department of Ecology  
Central Regional Office

Should you have any questions or need any additional information, please contact Wallace Arnold, Project Engineer, at 509/457-7108.

Sincerely,



Richard J. Frye  
Acting Section Manager  
Water Quality Program

cc: Charles J. Cruz, PE, Separation Processes, Inc.  
Rosalie Miller, MD, MPH, Health Officer, Kittitas County Health District  
Wallace Arnold, Project Engineer, Ecology  
Cynthia Huwe, Environmental Specialist, Ecology



STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
OFFICE OF SHELLFISH AND WATER PROTECTION  
1500 West Fourth Ave • Suite 403 • Spokane, Washington 99204-1656  
(509) 456-4431 • Fax (509) 456-3127

March 18, 2008

Mr. Clinton M. Perry  
Evergreen Valley Utilities  
PO Box 462  
Roslyn, Washington 98941

Dear Mr. Perry:

Re: Evergreen Valley Utilities, Kittitas County, Final Engineering Report;  
DOH Project # R06-023; Approval

The Final Engineering Report for Evergreen Valley and Evergreen Ridge received in our office on March 17, 2008 has been reviewed in accordance with the provisions of WAC 246-271 and for conformance with the Water Reclamation and Reuse Standards, and is hereby **APPROVED**.

Please note that this approval addresses issues of concern of this department and is not intended to either supersede or replace requirements of or approvals required from the Washington Department of Ecology.

Regulations establishing a schedule of fees for review and approval of planning, engineering and construction documents were adopted July 1, 1987 and revised in November 4, 1995. An itemized bill for \$ 1,200.00 is enclosed.

If you have any questions, please feel free to contact me by telephone at (509) 456-2466 or email at [craig.riley@doh.wa.gov](mailto:craig.riley@doh.wa.gov).

Sincerely,

Craig L. Rile, P.E.  
Water Reclamation & Reuse Program  
Environmental Health Division

cc: Kittitas County Health Department  
Wallace Arnold, WA Dept. of Ecology, Water Quality Program, CRO, Yakima  
Tom Justus, WA State Dept. of Health, Office of Drinking Water, ER  
Tapas Das, WA Dept. of Health, OSW, Tumwater







STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
OFFICE OF SHELLFISH AND WATER PROTECTION  
16201 East Indiana • Suite 1500 • Spokane Valley, Washington 99216  
(509) 329-2143 • Fax (509) 329-2142

May 5, 2011

LCU Inc.  
P.O. Box 808  
Cle Elum, WA 98922

**Approval of Roslyn (Ronald) Ridge Large On-Site Sewage System – Kittitas County  
Approved Peak Design Capacity 14,000 GPD**

The revised submittals for the above project received in this office on April 19, 2011, have been reviewed and, in accordance with the provisions of Chapter 246-272B WAC, are hereby **APPROVED** with the following provisions:

1. Comply with all applicable local zoning, platting and building requirements as they relate to sewer utilities.
2. If the owner wishes to expand or make major changes to this system, new plans and specifications must be submitted to this office for review and approval prior to construction.
3. The Owner is required for the life of this system to maintain a DOH approved management entity.
4. All sewage tanks must be on the List of Registered Sewage Tanks installed and tested for water-tightness.
5. The construction of this LOSS should be observed by the Engineer to assure that construction is in accordance with the approved design.
6. The Owner shall provide a copy of final recorded CC&Rs bearing county auditor's stamp.
7. The Owner shall provide documentation of the reserve fund bank account information.
8. The Engineer shall notify a representative of this office to complete a final inspection.
9. The Owner shall submit a final operation and maintenance manual (with as-built drawings) prepared and stamped by a licensed engineer to the Department of Health for approval within 60 days following construction completion.
10. The Engineer shall complete the attached certification (Construction Report) within sixty days following the completion of and prior to the use of the above project, or portions thereof. WAC 246-272B-08001 states that if the Certification of Completion has not been submitted within two years of the date of this letter, this approval will become null and void unless you request an extension in writing at that time.



Regulations establishing the current schedule of fees for inspections and review of planning, engineering and construction documents were adopted August 2, 2006. An itemized bill is enclosed.

Sincerely,

A handwritten signature in black ink that reads "Mamdouh El-Aarag". The signature is written in a cursive style with a period at the end.

Mamdouh H. El-Aarag, P.E.  
Environmental Engineer  
Wastewater Management Section

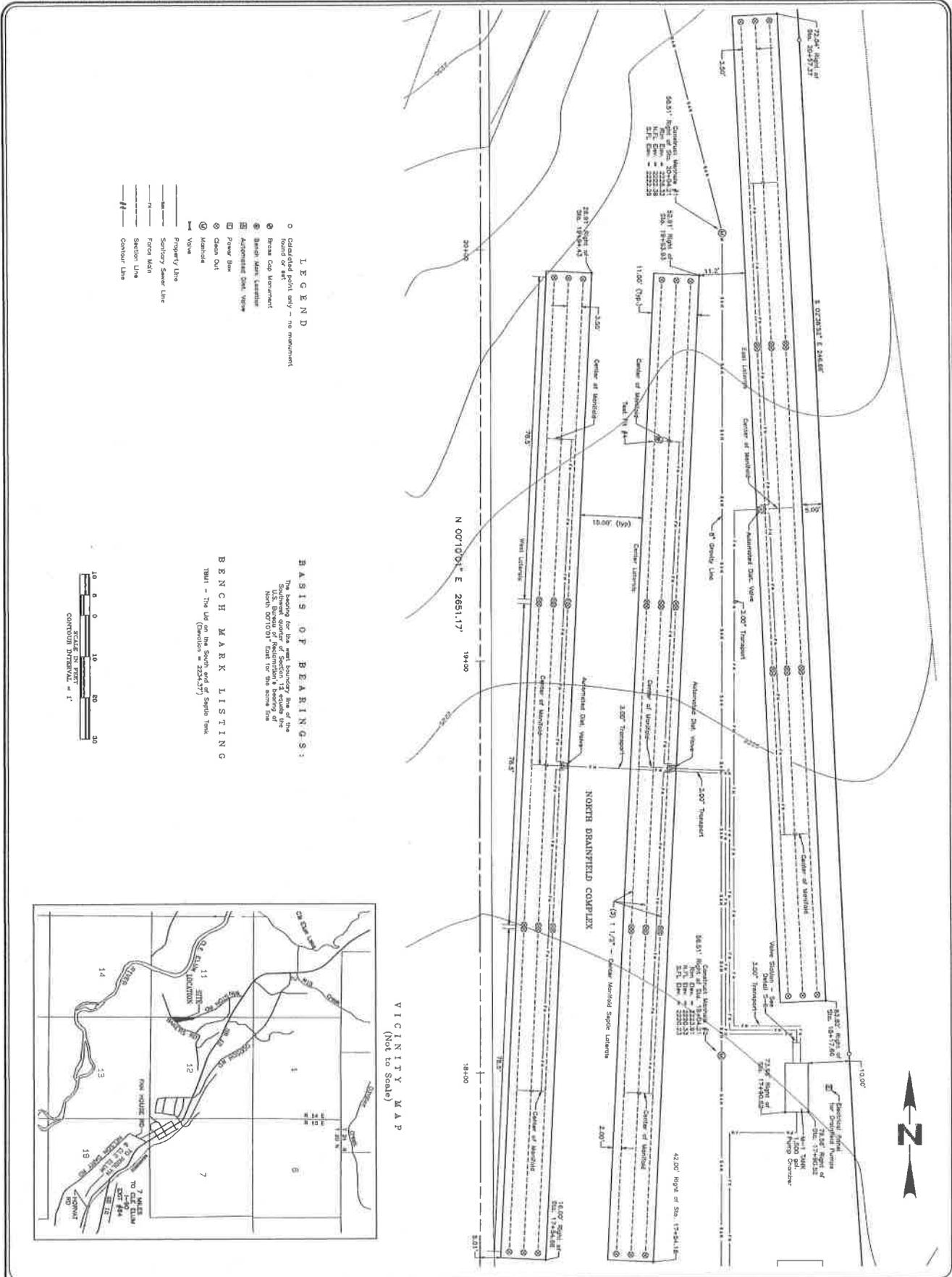
Phone: 509-329-2148

Fax: 509-329-2142

E-Mail: [Mamdouh.El-aarag@doh.wa.gov](mailto:Mamdouh.El-aarag@doh.wa.gov)

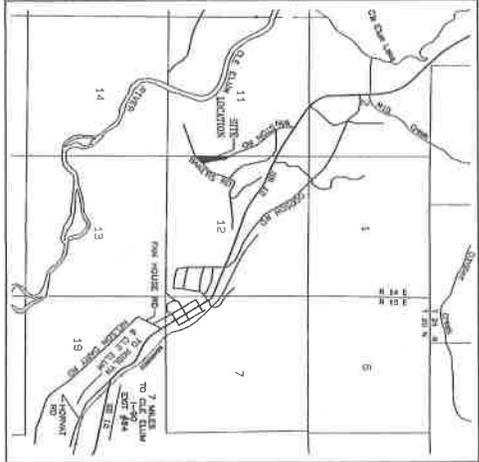
cc: Mark Nelson, Evergreen Valley Utilities  
Nathaniel Nofziger PE, WPES  
Kittitas County Health Department





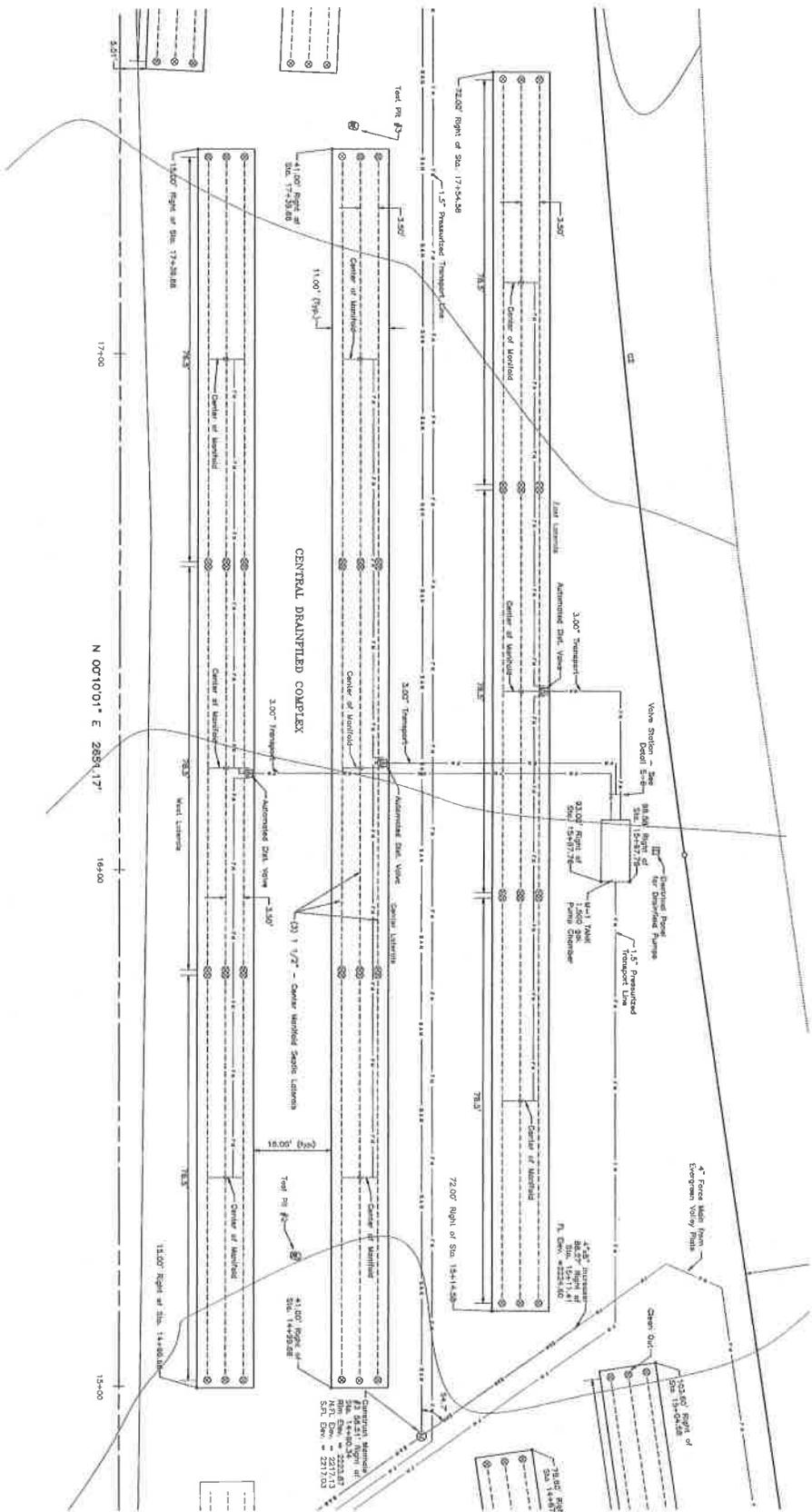
- LEGEND**
- Rodded end point only - no monument
  - Rodded end point with monument
  - Brass Cap Monument
  - ⊗ Iron Pipe Lateral
  - ⊠ Adjointed Opt. View
  - ⊞ Power Box
  - ⊞ Clean Out
  - ⊞ Manhole
  - ⊞ Valve
  - Property Line
  - Secondary Sewer Line
  - Force Main
  - Section Line
  - Contour Line

**BASIS OF BEARINGS:**  
 The bearings for the west boundary line of the North Drainfield Complex are based on the U.S. Bureau of Reclamation's bearing of North 00°10'01" East for the same line.  
**BENCH MARK LISTING**  
 18411 - The Lid on the South end of Septic Tank  
 (Elevation = 225.257')



VICINITY MAP  
 (Not to Scale)

<p>142012</p> <p>SHEET NO. C1.2</p>	<p>LCU, Inc.</p> <p>ROSLYN RIDGE COMMUNITY SEWER</p> <p>North Drainfield Complex Detail</p>	<p>Designed by: [Name]</p> <p>Drawn by: [Name]</p> <p>Checked by: [Name]</p> <p>Date: [Date]</p> <p>Scale: [Scale]</p> <p>Sheet: [Sheet]</p>	<p>WESTERN PACIFIC ENGINEERING &amp; SURVEYING</p> <p>A TERRA DEVELOPMENT SERVICES CORPORATION</p> <p>1320 Banler Plaza, Mount Lake, WA 98037</p> <p>(206) 755-1003</p>	
---	---	--	---	--



SHEET NO.  
**C1.3**  
 142012

Designed by: [blank]  
 Drawn by: [blank]  
 Checked by: [blank]  
 Project No.: [blank]  
 Scale: [blank]  
 Date: [blank]

**LCU, Inc.**  
**ROSLYN RIDGE COMMUNITY SEWER**  
**Central Drainfield Complex Detail**

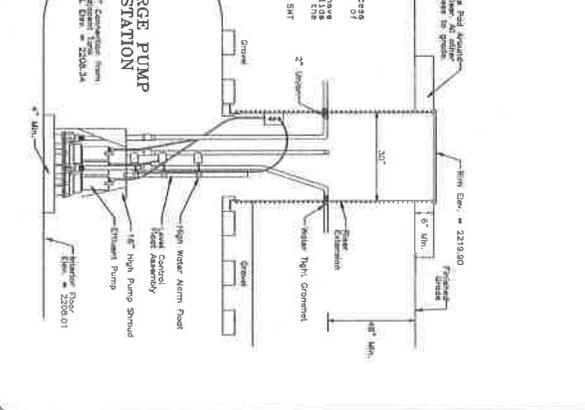
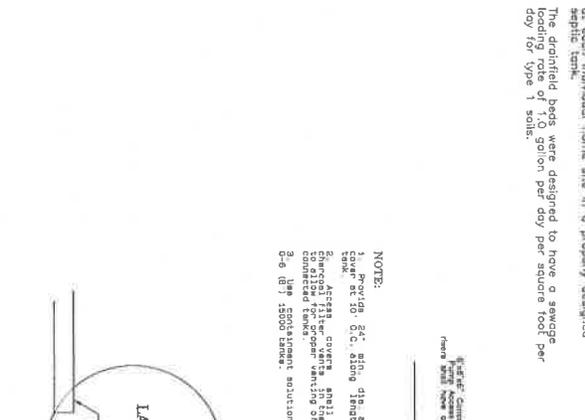
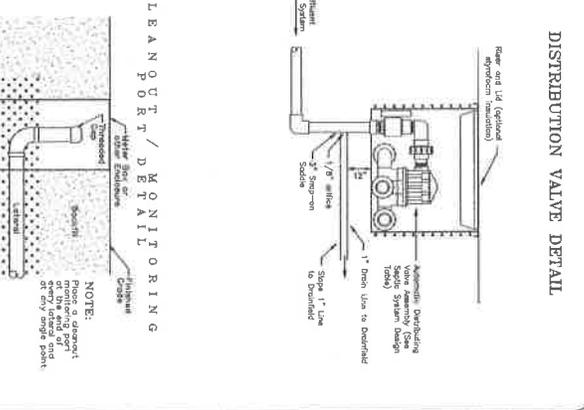
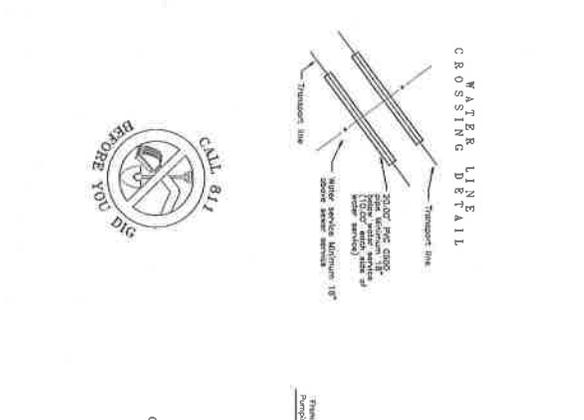
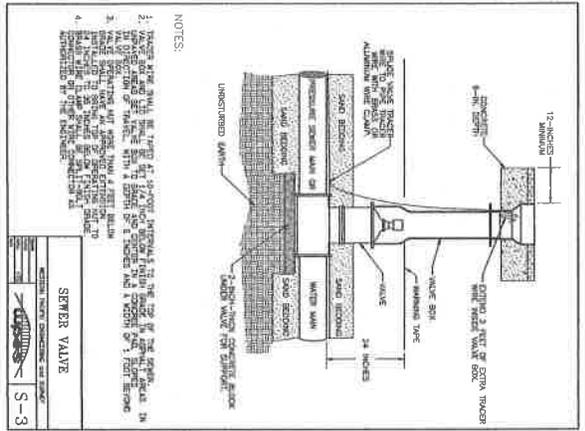
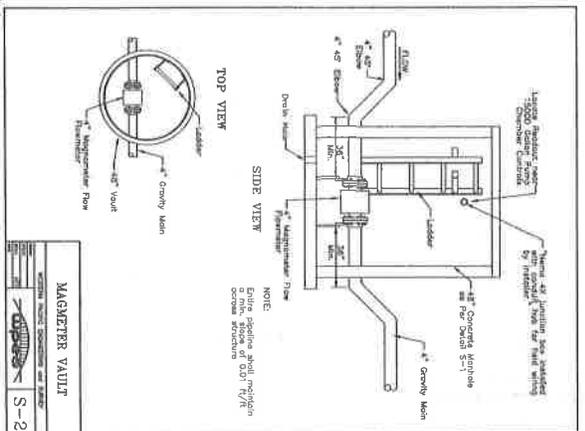
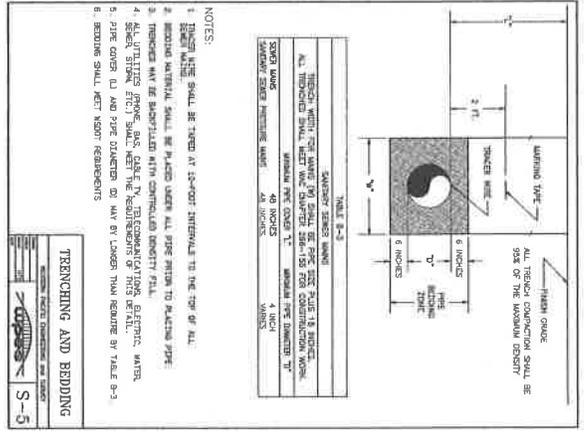
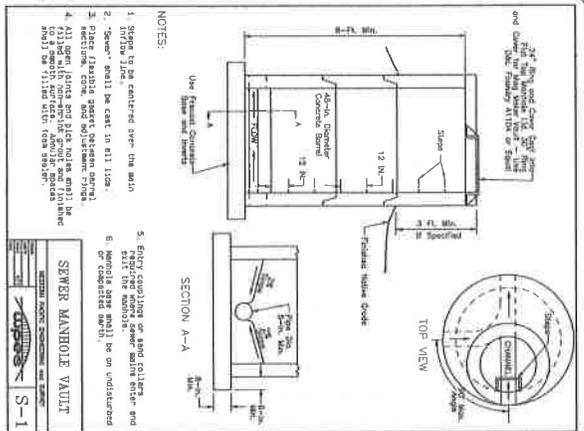
Willits County Washington

No.	Revision	Date	By

**WPESE**  
 WESTERN PACIFIC ENGINEERING & SURVEYING  
 A TRIPLA DEVELOPMENT SERVICES CORPORATION  
 1320 Munter Street, Moses Lake, WA 98857  
 (509) 766-1023







**DESIGN STANDARD**

This specific system design is based on criteria set forth by Washington State Department of Health guidelines. This system is designed to properly and safely dispose of sanitary waste water and is not intended for use at each individual home site in a properly designed septic tank.

The drainfield beds were designed to have a sewage loading rate of 1.0 gallon per day per square foot per day for Type 1 soils.

**LCU. Inc.**  
**ROSLYN RIDGE COMMUNITY SEWER**  
**Detail Sheet**

**WESTERN PACIFIC ENGINEERING & SURVEYING**  
 A TERRA DEVELOPMENT SERVICES CORPORATION  
 1326 Hunter Place, Moses Lake, WA 98837  
 (509) 765-3722

SHEET NO. **C2.1**  
 142012





ATTACHMENT F



## Private Road for Evergreen Ridge P.U.D. – Phase 1, Division 4

Evergreen Ridge P.U.D.

Kittitas County Plat # 01-01



## Partial Private Road Certification Tiger Lily Lane

Engineer/Surveyor Job #11134  
Encompass Engineering & Surveying  
108 East 2<sup>nd</sup> St.  
Cle Elum, WA

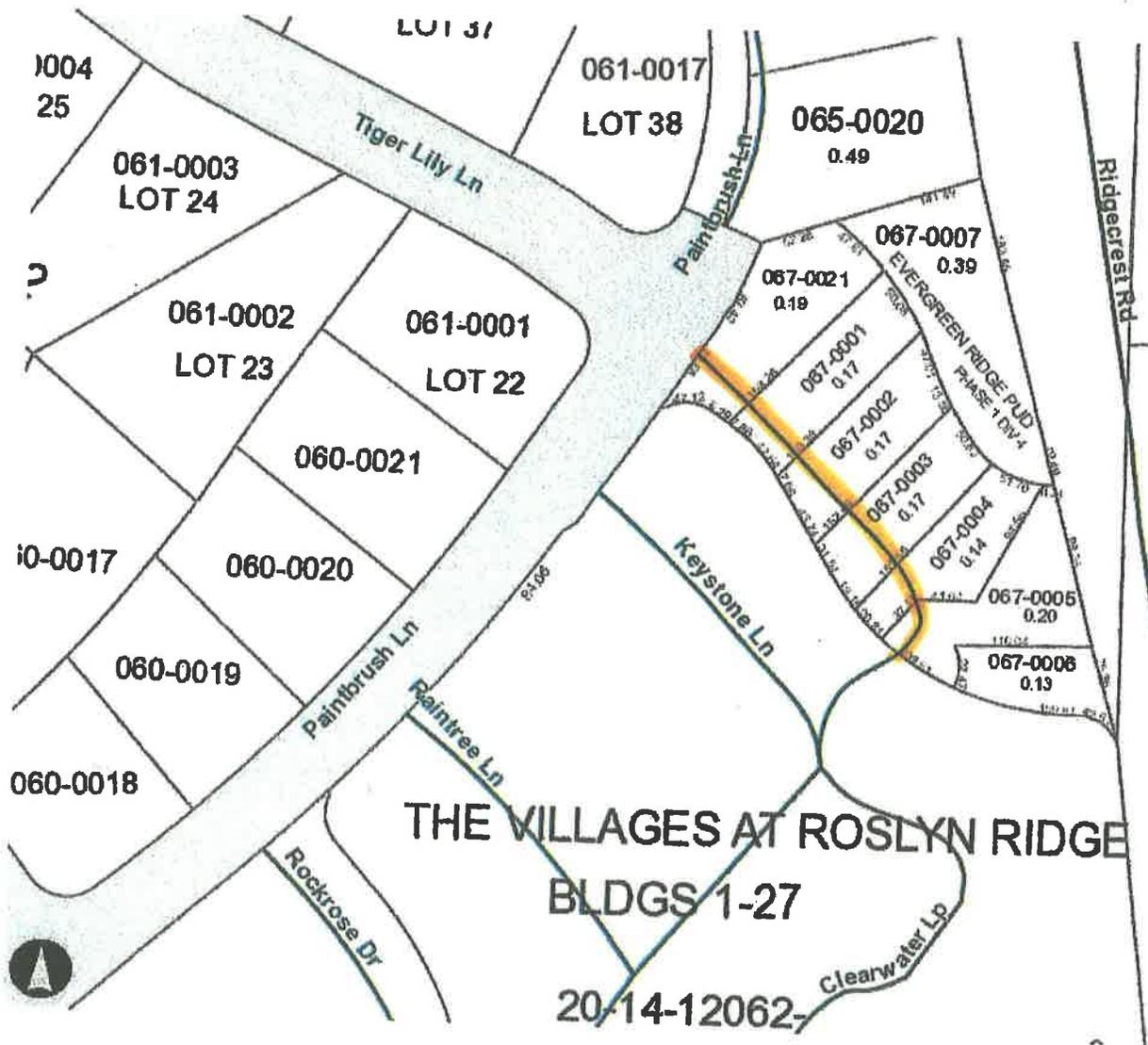
Applicant/Owner  
PQD Construction, Inc.  
PO Box 808  
Cle Elum, WA 98922

---

Western Washington Division  
165 NE Juniper St., Ste 201, Issaquah, WA 98027  
Phone: (425) 392-0250 Fax: (425) 391-3055

Eastern Washington Division  
108 East 2<sup>nd</sup> Street, Cle Elum, WA 98922  
Phone: (509) 674-7433 Fax: (509) 674-7419

## **Vicinity Map & Roadway Map**



**THE VILLAGES AT ROSLYN RIDGE  
BLDGS 1-27**

20-14-12062-



# **Development Projects & Maps**

**Evergreen Ridge P.U.D.**

**Kittitas County Plat # 01-01**

**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4**  
**A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,**  
**TOWNSHIP 20 NORTH, RANGE 14 EAST, W.J.M.**  
**KITITAS COUNTY, STATE OF WASHINGTON**

2/27/2012 11:24:08 AM 11: 22 74 20  
 P-01-01



**Encompass**  
 1815 Highway 101, Suite 200, Everett, WA 98201  
 (206) 835-1000  
 www.encompass.com

**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4**  
**A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,**  
**TOWNSHIP 20 NORTH, RANGE 14 EAST, W.J.M.**  
**KITITAS COUNTY, STATE OF WASHINGTON**

DATE: 2/20/12  
 JOB NO.: 11173  
 SHEET: 1 of 5

**APPROVALS**  
 KITITAS COUNTY DEPARTMENT OF PUBLIC WORKS  
 [Signature]



**RECORDS CERTIFICATE 2012-0417-0101**

Filed for record this 17 day of April, 2012 at 10:45 AM in Book 101, Page 1 of the records of the County of Kititas, State of Washington, by David P. Nelson, County Recorder.

DAVID P. NELSON  
 County Recorder

RECORDS CERTIFICATE NO. 180922



# Certification of Private Roads

## Plat Name(s)

Evergreen Ridge P.U.D.

Kittitas County Plat # 01-01

## Overview

Kittitas County Project Number	P-01-10
Developer Name	PQD Construction, Inc.
Average Lot Acreage	0.2 acres
Lots to be served	See Evergreen Ridge P.U.D. (Attached)
Terrain	Mountainous
Column on Table 12.1	Low Density (See Appendix A)
New or Existing Road(s)	New
Road Name(s)	Tiger Lily Lane – (East Extension)
Road Maintenance Agreement	Yes
Contractor	PQD Construction, Inc.

## Easement Width

60-foot minimum

## Road Width – See enclosed map

22 feet minimum of gravel (22-foot travel way and 1 foot gravel shoulders - See Appendix A)

## Road Surface

2" CSTC – Needs to be completed  
4" CSBC – Needs to be completed  
Subgrade is graded and compacted.  
8-12" of total gravel

## Road Compaction

Contractor worked closely with Encompass Engineering & Surveying during the construction of new road. Road inspection was done during the Spring of 2013. The subgrade meets compaction requirements.

## Drainage

Drainage ditches are constructed.

## Turnaround(s)

Road loops

## Maximum Road Grade

Maximum road grades do not exceed 3%.

## Time of Construction

Construction of roadway subgrade was completed during the summer of 2012.  
Finish surfacing to be completed during Summer of 2013.

**Road Barrier(s)**

None necessary at this time.

**Sight Distance**

Meet the minimum requirements of AASHTO.

**Horizontal Curvature**

Meet the minimum requirements of AASHTO.

**Vertical Curvature**

Meet the minimum requirements of AASHTO.

**Access**

Tiger Lily Lane is accessed off of Paintbrush Lane. No work was done within County right-of-way.

**Speed Limit**

Speed limit is not posted.

**Channelization**

A stop sign shall be installed along with a speed limit sign at intersection of Tiger Lily Lane and Paintbrush Lane. The stop sign is for traffic on Tiger Lily Lane.

**Temporary Erosion & Sediment Control**

None

**Cut/Fill Slopes**

Cut/Fill slopes were compacted and inspected during and after construction.

**Miscellaneous**

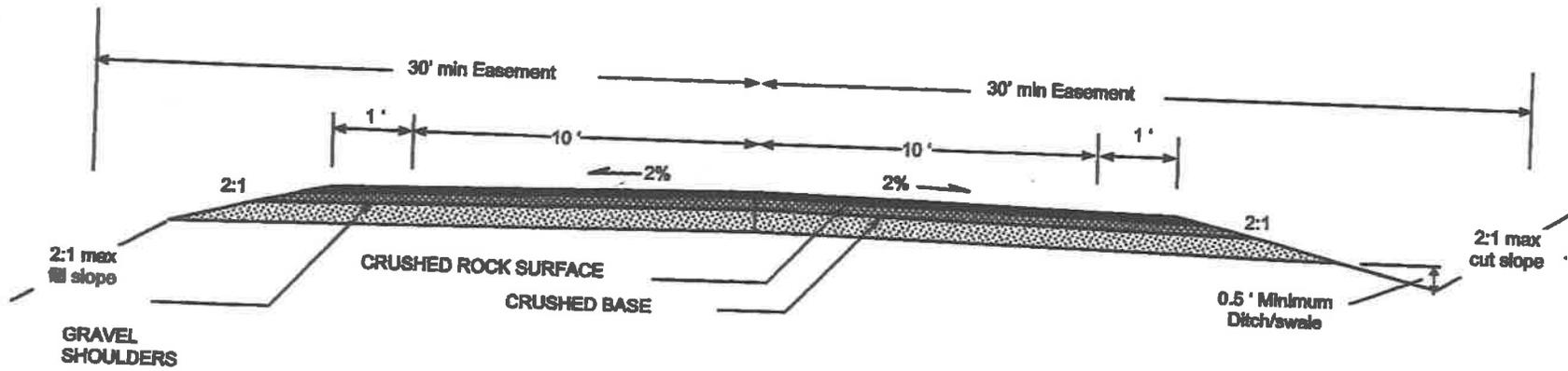
A Road Maintenance has been addressed in the Declaration of Covenants, Conditions and Restrictions for "Evergreen Ridge P.U.D.".

**APPENDIX A**



# RURAL AREA PRIVATE ROADWAY DESIGN STANDARDS

ROADWAY CLASSIFICATION: PRIVATE ROAD LOCAL ACCESS  
 AVERAGE DAILY TRAFFIC (ADT): 21 TO 140 (3 TO 14 LOTS)



LocalAccessUnder400.doc

**KITTITAS COUNTY  
 DEPARTMENT OF  
 PUBLIC WORKS**

REVISIONS	DATE

**ROADWAY  
 STANDARDS**

**RURAL LOCAL ACCESS  
 ROADWAY SECTION  
 ADT 21 - 140  
 FIGURE 12 - 1**

04/19/04

**Table 12-1  
Private Road Minimum Design Standards**

Design Elements	Private Roads					
	Driveway		High-Density			Low Density
	Single	Joint-Use	0 - 5 Acres Average Lot Size			5.01 Acres and Larger Average Lot Size <sup>(1)</sup>
Number of Lots Served	1	2	3 - 14	15 - 40	40+ <sup>(2)</sup>	3 - 40+
Minimum Easement Width	0	20	40	60	60	60
Paved Apron <sup>(3)</sup>	N/A	N/A	Req'd	Req'd	Req'd	Req'd
Roadway Width	8	12	20	22	AASHTO	20
Graveled Shoulder Width	N/A	N/A	1	1	AASHTO	1
Minimum Centerline Radius (ft)	N/A	N/A	60	60	AASHTO	60
Surfacing Requirements <sup>(4)</sup>	Gravel	Gravel	Gravel	BST/ACP	AASHTO	Gravel
Minimum Crushed Stone Depth	N/A	6"	6"	6"	AASHTO	6"
Maximum Grade % <sup>(5)</sup>						
Flat	N/A	N/A	8	8	8	12
Rolling	N/A	N/A	12	12	12	
Mountainous	N/A	N/A	12	12	12	
County Road Approach Permit	Req'd	Req'd	Req'd	Req'd	Req'd	Req'd
Stopping Site Distance	N/A	N/A	AASHTO	AASHTO	AASHTO	AASHTO
Entering Site Distance	N/A	N/A	AASHTO	AASHTO	AASHTO	AASHTO
Ditch Slope (inside slope)	Slopes steeper than 2:1 should only be used when achieving a 2:1 slope is impractical					AASHTO

<sup>(1)</sup>Residual lots within a proposed development shall not be considered when computing average lot size  
<sup>(2)</sup>Engineer design per AASHTO and/or WSDOT required for 40+ High-Density lots.  
<sup>(3)</sup>Applies to all roads accessing existing paved roadway  
<sup>(4)</sup>All private roadways serving three or more lots shall achieve 95% compaction and shall be inspected and certified by a licensed engineer prior to surfacing.  
<sup>(5)</sup> A variance request is required for grades above 12%.



# **Private Road for Evergreen Ridge P.U.D. – Phase 1, Division 3**

**Evergreen Ridge P.U.D.**

**Kittitas County Plat # 01-01**

## **Partial Private Road Certification**

Engineer/Surveyor

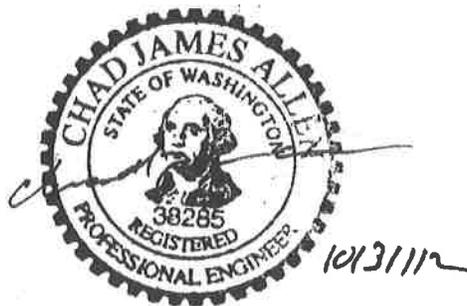
Encompass Engineering & Surveying  
108 East 2<sup>nd</sup> St.  
Cle Elum, WA

Applicant/Owner

Teaway Ridge LLC  
PO Box 808  
Cle Elum, WA 98922

# Development Projects & Maps

Evergreen Ridge P.U.D.      Kittitas County Plat # 01-01



## **Vicinity Map & Roadway Map**





# Certification of Private Roads

## Plat Name(s)

Evergreen Ridge P.U.D.

Kittitas County Plat # 01-01

## Overview

Kittitas County Project Number	P-01-10
Developer Name	Teaway Ridge LLC
Average Lot Acreage	0.52 acres (11.41 acres / 22 lots)
Lots to be served	See Evergreen Ridge P.U.D. (Attached)
Terrain	Mountainous
Column on Table 12.1	High Density/15-40 Lots (See Appendix A)
New or Existing Road(s)	New
Road Name(s)	Paintbrush Lane
Road Maintenance Agreement	Yes
Contractor	Teaway Ridge, LLC

## Easement Width

60-feet minimum See Appendix A

## Road Width – See enclosed map

24 feet minimum of gravel (22-foot hard surfaced travel way and 1 foot gravel shoulders - See Appendix A)

## Road Surface

Asphalt Paving – 50% complete  
2" CSTC  
4" CSBC  
Subgrade is graded and compacted.  
8-12" of total gravel

## Road Compaction

Contractor worked closely with Encompass Engineering & Surveying during the construction of new and existing roads. Road inspection was done during the summer 2009, 2010, & 2012. The subgrade below the top course material meets compaction requirements.

## Drainage

A thickened edge will be used to direct stormwater into existing catch basins and closed conveyance system.

## Turnaround(s)

A cul-de-sac turn around has been constructed. At this time the radius is 90 feet and will need to be widened to meet county standards.

**Maximum Road Grade**

Maximum road grades do not exceed 12%.

**Time of Construction**

Construction of roadway subgrade was completed during the summer of 2009. BST is to be completed during summer of 2010.

**Road Barrier(s)**

None necessary at this time.

**Sight Distance**

Meet the minimum requirements of AASHTO.

**Horizontal Curvature**

Meet the minimum requirements of AASHTO.

**Vertical Curvature**

Meet the minimum requirements of AASHTO.

**Access**

Paintbrush Lane is accessed from Rock Rose Drive. No work was done within County right-of-way.

**Speed Limit**

Speed limit is not posted.

**Channelization**

A stop sign shall be installed along with a speed limit sign at intersection of Tiger Lily Lane and Paintbrush Lane. The stop sign is for traffic on Tiger Lily Lane.

**Temporary Erosion & Sediment Control**

Dispersion trenches and swales/ditches and rock lined ditches were constructed as necessary.

**Cut/Fill Slopes**

Cut/Fill slopes were compacted and inspected during and after construction.

**Miscellaneous**

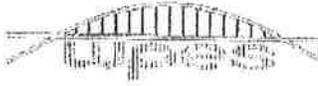
Continued development within this area will allow for additional inspection and road certifications. A Road Maintenance has been addressed in the Declaration of Covenants, Conditions and Restrictions for "Evergreen Ridge P.U.D."

## **APPENDIX A**





# WESTERN PACIFIC ENGINEERING & SURVEY, INC.



PIONEER WAY PROFESSIONAL CENTER  
1328 E, HUNTER PLACE  
MOSES LAKE, WASHINGTON 98837  
(509) 765-1023  
(509) 765-1298 FAX

September 17, 2012

PROJECT NO: 11607  
REPORT NO: 06

LCU, Inc.  
Attn: Mark Nelson  
P.O. Box 394  
Cle Elum, WA 98922

**PROJECT:** 2012 BST Pavement Project in Evergreen Valley

**INSPECTION:** Compaction of existing roadbed, Red Cedar and Tamarack Lane.

Summarized below are the results of Field Density tests performed by Nathan Nofziger of Western Pacific Engineering and Survey, on the above referenced project, on the dates and locations shown below. Unless otherwise noted, our personnel utilized the nuclear densometer method of testing in accordance with ASTM D2922. The project specifications require a minimum in-place density of 95 percent of the maximum density in accordance with ASTM D1557.

Test No.	Test Date	Field Dry Density Pcf	Field Moisture Content Percent	Max. Lab Dry Density Pcf	Percent of Maximum Density Obtained	Probe Depth
----------	-----------	-----------------------	--------------------------------	--------------------------	-------------------------------------	-------------

### Subgrade at Top of Existing Rock

1	09/17/12	N/A	N/A	141.9	N/A	1"
---	----------	-----	-----	-------	-----	----

Location: Several attempts to take a test about 200' from the end of pavement on Red Cedar Lane were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 1". The soils in this area should be considered to be sufficiently compact.

2	09/17/12	N/A	N/A	141.9	N/A	1"
---	----------	-----	-----	-------	-----	----

Location: Several attempts to take a test at the mid point of the curve between Tamarack Lane and Red Cedar were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 1". The soils in this area should be considered to be sufficiently compact.

Test No.	Test Date	Field Dry Density Pcf	Field Moisture Content Percent	Max. Lab Dry Density Pcf	Percent of Maximum Density Obtained	Probe Depth
----------	-----------	-----------------------	--------------------------------	--------------------------	-------------------------------------	-------------

**Subgrade at Top of Existing Rock**

3	09/17/12	N/A	N/A	141.9	N/A	1"
---	----------	-----	-----	-------	-----	----

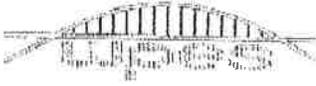
Location: Several attempts to take a test 100' from the end of pavement on Tamarack Lane were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 1". The soils in this area should be considered to be sufficiently compact.

Based on my experience with road base materials, the soils found along this roadway are compacted to a degree greater than would be normally encountered utilizing conventional soil testing methods. Relative compaction of the roadway, in the areas described, should be considered greater 95% of ASTM 1557.

Reviewed by \_\_\_\_\_



# WESTERN PACIFIC ENGINEERING & SURVEY, INC.



PIONEER WAY PROFESSIONAL CENTER  
1328 E, HUNTER PLACE  
MOSES LAKE, WASHINGTON 98837  
(509) 765-1023  
(509) 765-1298 FAX

September 17, 2012

PROJECT NO: 11607  
REPORT NO: 05

LCU, Inc.  
Attn: Mark Nelson  
P.O. Box 394  
Cle Elum, WA 98922

**PROJECT:** 2012 Asphalt Pavement Project at Roslyn Ridge  
**INSPECTION:** Compaction of existing roadbed, Paintbrush Lane.

Summarized below are the results of Field Density tests performed by Nathan Nofziger of Western Pacific Engineering and Survey, on the above referenced project, on the dates and locations shown below. Unless otherwise noted, our personnel utilized the nuclear densometer method of testing in accordance with ASTM D2922. The project specifications require a minimum in-place density of 95 percent of the maximum density in accordance with ASTM D1557.

Test No.	Test Date	Field Dry Density Pcf	Field Moisture Content Percent	Max. Lab Dry Density Pcf	Percent of Maximum Density Obtained	Probe Depth
----------	-----------	-----------------------	--------------------------------	--------------------------	-------------------------------------	-------------

### Subgrade at Top of Existing Rock

1	09/17/12	N/A	N/A	141.9	N/A	1"
Location: Several attempts to take a test about 30' from the end of pavement were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 1". The soils in this area should be considered to be sufficiently compact.						
2	09/17/12	136.5	3.9	141.9	96	4"
Location: Test taken approximately at the mid point of the curve in the roadway, about 4' left of centerline.						
3	09/17/12	N/A	N/A	141.9	N/A	1"
Location: Several attempts to take a test in front of the home at 430 Paintbrush Lane were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 1". The soils in this area should be considered to be sufficiently compact.						

Test No.	Test Date	Field Dry Density Pcf	Field Moisture Content Percent	Max. Lab Dry Density Pcf	Percent of Maximum Density Obtained	Probe Depth
----------	-----------	-----------------------	--------------------------------	--------------------------	-------------------------------------	-------------

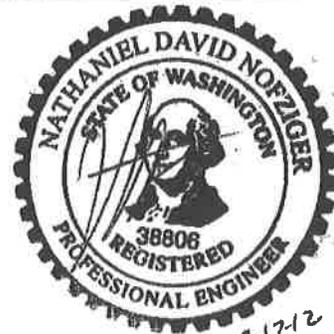
**Subgrade at Top of Existing Rock**

4	09/17/12	N/A	N/A	141.9	N/A	N/A
---	----------	-----	-----	-------	-----	-----

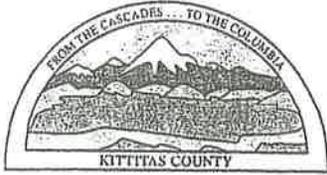
Location: Several attempts to take a test in front of the last home, near the Red Fire Hydrant were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 6", however during driving of the pin, the gravels and soils were displaced, breaking up the surface so that accurate testing with gage could not be achieved. In other locations, the maximum pin depth was 1" The soils in this area should be considered to be sufficiently compact.

Based on my experience with road base materials, the soils found along this roadway are compacted to a degree greater than would be normally encountered utilizing conventional soil testing methods. Relative compaction of the roadway, in the areas described, should be considered greater 95% of ASTM 1557.

Reviewed by \_\_\_\_\_



09-17-12



**KITTITAS COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**

Scott W. Bradshaw, P.E., Director

February 8, 2006

Kenneth C. Ratliff, P.E.  
Central Cascade Engineering, Inc  
P.O. Box 808  
Cle Elum, WA 98922

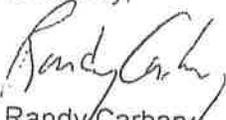
RE: Evergreen Ridge PUD Phase 1, Divisions 1 & 2 Road Certifications

In reviewing the Road Certification and subsequent information for Evergreen Ridge PUD Phase 1, Divisions 1 & 2, our department will accept this Road Certification, based on the information provided. This acceptance applies to the following roads within Evergreen Ridge PUD Phase 1, Divisions 1 & 2:

Rock Rose Drive  
Paintbrush Lane  
Wintergreen Lane  
Tiger Lily Lane

Please feel free to contact our department if you have any questions or require additional information.

Sincerely,

  
Randy Carbary  
Kittitas County Department of Public Works

Cc: TerraDesignWorks

*Kd Cuts for  
Div. 1 + 2  
(2 copies)*

**EVERGREEN RIDGE**  
**PLANNED UNIT DEVELOPMENT**  
**PHASE 1, DIVISIONS 1 & 2**

**CERTIFICATION OF PRIVATE  
ROAD**

Central Cascade Engineering, Inc.  
Kenneth C. Ratliff, PE  
P.O. Box 808  
Cle Elum, WA. 98922

Copies of this report to:  
Kittitas County  
Port Quendall Development/ Terra Designs  
Central Cascade Engineering, Inc.



**CERTIFICATION OF PRIVATE ROAD**  
***EVERGREEN RIDGE PLANNED UNIT DEVELOPMENT***  
***PHASE 1, DIVISIONS 1 & 2***

**Overview**

Developer Name	Port Quendall Development
Average Lot Area	0.43 Acres
Lots to be served	38
Terrain	Sloping West, 10-25%
Column on Table 12.1	High Density
New or Existing Roads	New Roads
Road Names	Rock Rose Drive, Paintbrush Lane, Wintergreen Lane, Lupine Lane.

**Easement Width**

Roadway Easement Width is 60 feet.

**Road Width**

Roadway width for Rock Rose Drive and Paintbrush Drive always exceeds Kittitas County's standard for private roads with 15-40 lots. The standard calls for 22 feet of paving, while these roads have paved widths just over 26 feet. These roads also exceed the standard for private roads with more than 40 lots or more than 400 ADT published in the AASHTO manual.

Roadway width for Wintergreen Lane and Lupine Lane also always exceeds the standard for private roads with 15-40 lots. The average paved width is 22.3 feet for these two private roads, with the standard for roads serving 15 to 40 lots being 22 feet.

**Road Surface**

Surface-	2 inches of asphalt cement pavement
Top Course Aggregate	2" to 4" of 5/8" minus mix
Base Course Aggregate	8" of 1-1/4" minus mix

**Compaction**

All roadway, base, top course, and asphalt cement compaction was personally observed by me, and was in a firm and unyielding condition prior to the next application. In addition, PLSA Engineering & Surveying was contracted to perform compaction tests on the top course before asphalt was laid. All tests passed the 95% compaction density threshold. PLSA also performed Rice Density tests on the ACP, which also passed (copies attached).

**Drainage**

Roadside ditches and drainage culverts were constructed as per original plans. There are no sags, ponds, or erosion problems from the installations. All drainage features are functioning properly.

**Cul-de-Sacs**

Cul-de-Sacs were constructed as per approved plans, and provide a comfortable turning radius conforming to Kittitas County Road Standards.

**Road Grade**

Road grade does not exceed 10% at any time, as per approved plans.

**Time of Construction**

Construction was begun in the summer and fall of 2004, with final grading, compaction, and ACP completed in July 2005.

**Road Barriers**

Does not apply.

**Sight Distance, Horizontal and Vertical Curvature**

All grades meet the minimum AASHTO requirements for horizontal and vertical curves.

**Access**

The roads are accessed tributary to State Highway 903 at approx. milepost 9.

**Speed Limit**

The speed limit is not posted. The roads meet the 25 mph standard.

**Channelization**

N/A

**Erosion & Sediment Control**

Several check dams were installed in ditches to minimize sediment transport for two years while ditch vegetation is established to minimize ditch erosion.

**Cut and Fill Slopes**

Cut and fill slopes were constructed to the approved 2:1 design standard.

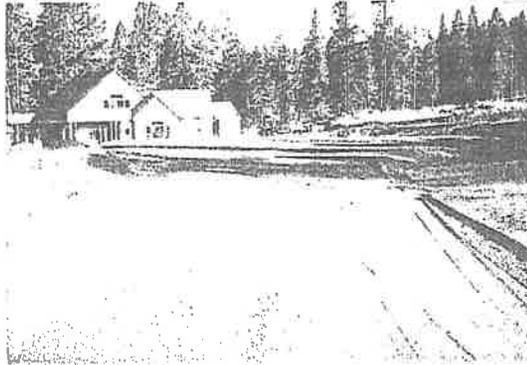
Kenneth C. Ratliff, PE  
Date: December 14, 2005



## Roads- Evergreen Ridge Planned Unit Development Phase 1, Divisions 1 & 2



1. Wintergreen Lane  
Compaction Tests



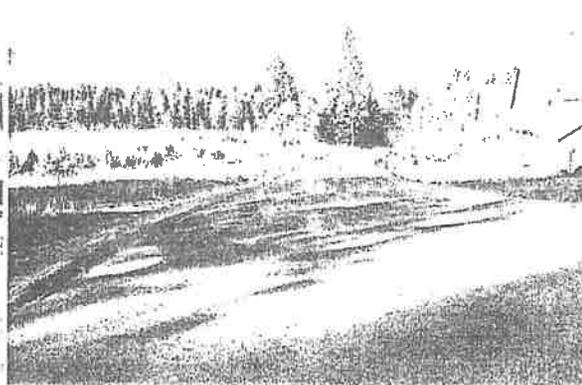
2. Cud-de-sac on Wintergreen Lane



3. Looking NE on Paintbrush Lane



4. Lupine Lane Compaction Tests



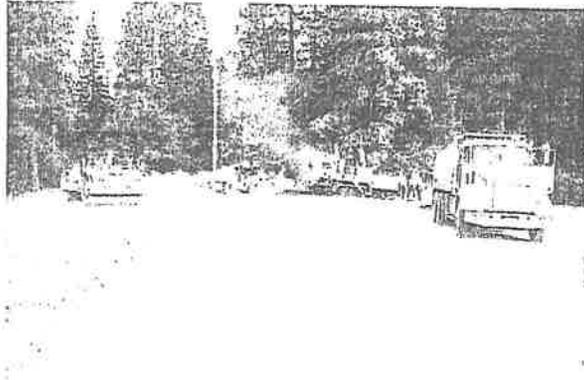
5. Paintbrush Lane Final Compaction



6. Rock Rose Drive at Jct Paintbrush Ln

*Page 1 of 1*

## Roads- Evergreen Ridge Planned Unit Development Phase 1, Divisions 1 & 2



7. Paving, Lupine Cul-de-sac



8. Paving- fully prepared Lupine Lane



9. Jct. Paintbrush & Lupine Lane



10. Paving, Wintergreen Lane

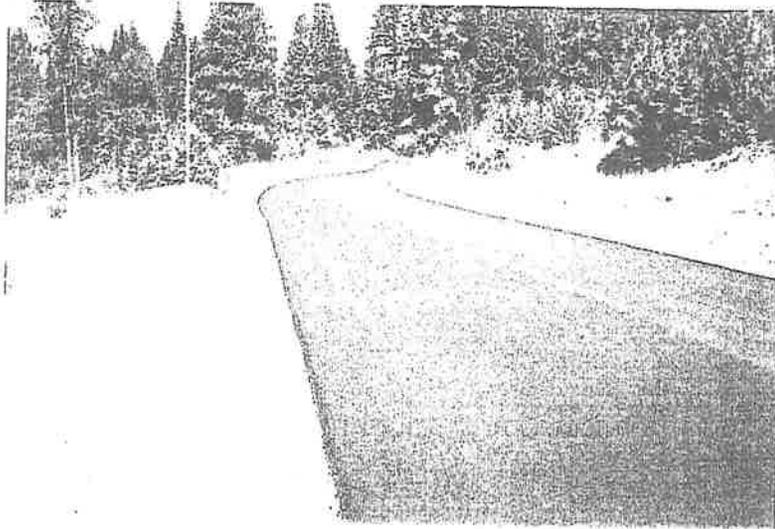


11. Rock Rose Drive by Recreation Bldg

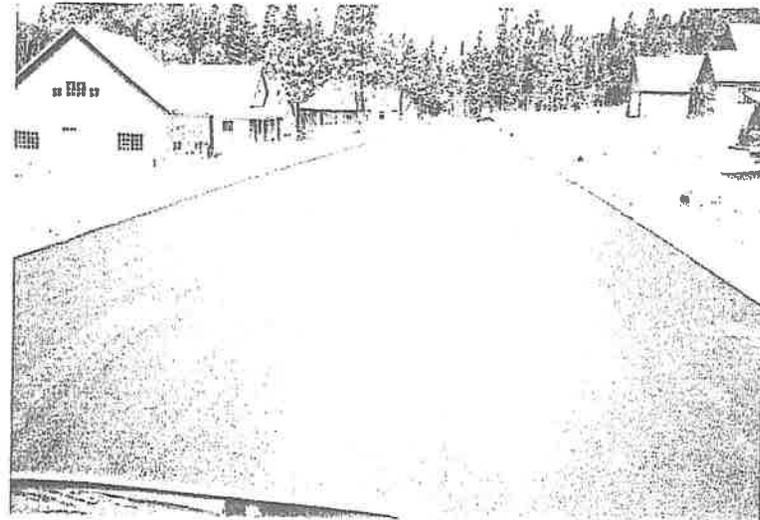


12. Rock Rose Drive Fully Compacted

## Roads- Evergreen Ridge Planned Unit Development Phase 1, Division 1 & 2



13. Fresh Paving on Lupine Lane



14. Fresh Paving on Wintergreen Lane

(509) 575-6990  
 FAX (509) 575-6993

DATE	8/16/05	JOB NO.	J05157
ATTENTION:			
RE:	RONALD		

Port Quendall Development  
 P.O. Box 254  
 Cle Elum, WA 98922

WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the following items:

Shop drawings     Prints     Plans     Samples     Specifications  
 Copy of letter     Change order     \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
3			Field Reports
3			Nuclear Relative Density Test Data
1			Rice Density

THESE ARE TRANSMITTED as checked below:

For approval     Approved as submitted     Resubmit \_\_\_\_\_ copies for approval  
 For your use     Approved as noted     Submit \_\_\_\_\_ copies for distribution  
 As requested     Returned for corrections     Return \_\_\_\_\_ corrected prints  
 For review and comment     \_\_\_\_\_  
 FOR BIDS DUE \_\_\_\_\_     PRINTS RETURNED AFTER LOAN TO US

REMARKS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COPY TO \_\_\_\_\_  
 SIGNED: *Mary P. Clark*  
 If enclosures are not so noted, kindly notify us at once.

PLSA ENGINEERING & SURVEYING  
1120 West Lincoln Avenue  
YAKIMA, WASHINGTON 98902

(509) 575-6990  
FAX (509) 575-6993

DATE	7-19-05	JOB NO.	305 457
PROJECT	PORT QUENDALL COMPACTION		
LOCATION	Ronald		
CONTRACTOR	N/A	OWNER	
WEATHER	Sunny	TEMP.	90° at ° at
PRESENT AT SITE	MIKE BAKER.		

TO  
THE FOLLOWING WAS NOTED:

>  
ARRIVED ON JOB SITE meet  
WITH MIKE BAKER Drove TOGETHER TO  
SITE. SUPERIOR placed 1 1/4" FOR BASE  
COURSE AND 2" TO 4" OF SIF MATERIAL.  
TOOK SAMPLE OF SIF TO RUN PROCTOR.  
WILL COME BACK ON 7-20-05 TO  
TAKE DENSITY OF TOP LIFT ONLY!  
SUPERIOR NEEDED MORE WATER ON  
SIF MATERIAL. TALKED TO SCOTT WITH  
SUPERIOR TOLD HIM TO ADD WATER TO  
SIF AND RE ROLL. WILL TEST AT 7:00AM  
> ON 7-20-05.

LOOKED AT SEWER LINE LOCATION  
MATERIAL BEING USED IN LARGE BOLDERS  
14" - TALKED TO BRAD FROM PLSA.  
ABOUT MATERIAL. NEED TO TALK TO  
INSPECTOR ON SITE ON 7-20-05.

NOT VALID WITHOUT SIGNATURE

RES TO

FIELD REPORT

SIGNED

*[Signature]*

P L S A ENGINEERING & SURVEYING  
 1120 West Lincoln Avenue  
 YAKIMA, WASHINGTON 98902

(509) 575-6990  
 FAX (509) 575-6993

DATE 7-20-05		JOB NO. 305-157	
PROJECT PORT QUANDARI DEVELOP			
LOCATION Rovard			
CONTRACTOR N/A		OWNER	
WEATHER Sunny		TEMP. 95° at at	
PRESENT AT SITE			

TO \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

THE FOLLOWING WAS NOTED:

Arrived on Job Site meet w/  
 Ken and Scott. Needed Density on  
 Road's 500' APART TOP COURSE ONLY.  
 All TEST TAKEN PAST TIRE 95%  
 Required using a 131.5 PROCTOR. All  
 TEST TAKEN ON DENSITY SHEET.  
 Contractor using Double Drum Roller  
 For Compaction. HAM Added to  
 Site MATERIAL.

Field Report not valid without accompanying  
 DATA SHEET and SIGNATURE.

YES TO \_\_\_\_\_

**FIELD REPORT**

DATE 7-1

S.A. Engineering and Surveying  
 120 West Lincoln Ave.  
 Lubina, WA 98302  
 (509) 675-6990

Project: Feet Quarry Devel. Project  
 Job #: 22.5.15.7  
 Date: 7.26.05  
 Performed By: DJ

Nuclear Relative Density Test Data  
 ASTM D2922

Test Number	1	2	3	4	5	6	7
Location	RD 6 HCO 1100	AD 3 L2448 4450	PO 3 8400	PO 4 1200	PO 5 7475	PO 6 4140	PO 7 4120
Elevation	Top Left						
Depth	4 ft						
% Oversize	100						
Soil Description	S/S						
Wet Density	132.9	134.2	131.8	134.4	133.7	135.1	134.5
Dry Density	126.1	127.0	126.6	127.0	126.0	127.3	126.4
Moisture	5.4	5.7	6.5	6.3	6.1	6.1	6.4
Wet Moist (%)	6.4	13.2	11.7	12.0	13.0	11.0	12.0
Wet Ratio	17.7	0.327	0.334	0.344	0.339	0.344	0.333
Max. Obs. Density	131.5	131.5	131.5	131.5	131.5	131.5	131.5
Opt. Moisture %	6.75	7.5	7.5	7.5	7.5	7.5	7.5
% Relative Comp.	95.4	96.6	95.3	96.6	95.8	96.4	96.1

Remarks:

Standard Count: \_\_\_\_\_  
 Density: \_\_\_\_\_  
 Moisture: \_\_\_\_\_

**P L S A ENGINEERING & SURVEYING**

1120 West Lincoln Avenue  
YAKIMA, WASHINGTON 98902

(509) 575-6990  
FAX (509) 575-6993

DATE	7-22-05	JOB NO.	205157
PROJECT	PORT QUENDAIL DEVELOP		
LOCATION	Rowaid		
CONTRACTOR	WIA.	OWNER	
WEATHER	RAIN	TEMP	60° at AM ° at PM
PRESENT AT SITE			

TO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE FOLLOWING WAS NOTED:

>  
ARRIVED ON JOB SITE, TALKED TO SCOTT WITH SUPERIOR SAID RICE IS RUNNING AROUND 157.0. AROUND 1200 TON TO BE PLACED. STARTED DENSITY ON RD B RANDOM LOCATION, THEN C, A, AND D. TOOK THREE SAMPLES FOR RICE.

SUPERIOR USING DOUBLE DRUM ROLLER AND FINISH ROLLER FOR COMPACTION. ALL DENSITY TAKEN ARE ON DENSITY SHEET LOCATION AND RESULTS.

>  
FIELD REPORT NOT VALID WITHOUT DENSITY SHEET OR SIGNATURE.

PIES TO \_\_\_\_\_  
\_\_\_\_\_

**FIELD REPORT**

SIGNED 

PLSA Engineering and Surveying

1120 West Lincoln Ave.  
Yakima, WA 98902  
(509) 575-6990

Project: PORT QUENDALL  
Job #: ~~105017~~ 105157  
Date: 7/25/05  
Performed By: JL

RICE DENSITY

Class Of Mix: A  
Test Number: 1

ACP Supply Mix: SUPERIOR

Wght of Dry Sample (g):	<u>1106.3</u>
Wght of Flask and Water (g):	<u>2350.1</u>
Wght of Flask, Water, and Sample (g):	<u>3020.0</u>
Temperature:	<u>71°</u>
Temperature Correction Factor:	<u>0</u>
Rice Specific Gravity:	<u>2.53564</u>
Rice Density (pcf):	<u>157.8</u>

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# PLSA Engineering and Surveying

1120 West Lincoln Ave.  
 Yakima, WA 98902  
 (509) 575-6990

Project: Port Oyendell Dredge  
 Job #: 505 157  
 Date: 7-22-05  
 Performed By: DW L.

## Nuclear Relative Density Test Data ASTM D2922

Test Number	1	2	3	4	5	6	7	8	9	10
Location	RDB 6+90	RDB 4+00	RDB 2+00	RDB 0+60	RDC 12+50	RDC 10+00	RDC 8+40	RDC 6+10	RDA 1+50	RDA 2+25
Elevation	N/A									
Mode / Depth	B/S									
% Oversize	N/A									
Soil Description	ASSISTANT									
Wet Density	143.9	144.1	143.7	144.3	144.2	143.8	144.4	144.1	144.6	143.9
Dry Density										
% Moisture										
Air Void (%)										
Void Ratio										
Max Obt. Density										
Opt. Moisture %										
% Relative Comp.										

Standard Count

Remarks: 1200 TONS

Density:

Moisture:

**PLSA Engineering and Surveying**

1120 West Lincoln Ave.  
 Yakima, WA 98902  
 (509) 575-6990

Project: PORT QUENDALL

Job #: 205 157

Date: 7-22-05

Performed By: DJ

Nuclear Relative Density Test Data  
 ASTM D2922

Test Number	11	12	13	14	15					
Location	ROA 3+25	ROD 1+75	ROD 2+50	ROD 3+25	ROD 4+10					
Elevation										
Moist / Depth										
% Oversize										
Soil Description										
Wet Density	144.3	144.6	144.1	144.5	143.7					
Dry Density										
% Moisture										
Air Void (%)										
Void Ratio										
Max Obt. Density										
Opt. Moisture %										
% Relative Comp.										

Standard Count: \_\_\_\_\_  
 Density: \_\_\_\_\_  
 Moisture: \_\_\_\_\_

Remarks: 1200 TONS

ATTACHMENT G

# EXISTING HYDROLOGIC ANALYSIS

for

## RIDGECREST ROAD

March 26, 2013

Encompass Engineering & Surveying, Job No. 13007



Prepared by:



Western Washington Division  
165 NE Juniper Street, Suite 201 • Issaquah, WA 98027 • Phone: (425) 392-70250 • Fax: (425) 391-3055  
Eastern Washington Division  
108 East 2nd Street • Cle Elum, WA 98922 • Phone: (509) 674-7433 • Fax: (509) 674-7419

Prepared for:

Mr. Pat Deneen  
PO Box 808  
Cle Elum, WA 98922

### Stormwater Quality Control

#### 3.3.2

As required by Ecology's 2004 *SWMM*, Core Element #5 – Runoff Treatment is required to reduce pollutant loads and concentrations in stormwater runoff using physical, biological, and chemical removal mechanisms to protect water quality so that beneficial uses of receiving waters are maintained and where applicable, restored (*SWMM*, Section 2.2.7). The most effective basic treatment BMPs remove about 80 percent of total suspended solids contained in the runoff treated, and a much smaller percentage of the dissolved pollutants. It may be necessary to provide additional treatment to remove oil, metals, and/or phosphorus from stormwater runoff.

Water quality treatment facilities are selected based on the types of treatment required, terrain configuration, and site layout. Based on these elements for the Ridgecrest Road Basin, it has been determined that the Biofiltration Treatment & Sediment Trap Facilities would be the most efficient method of treatment.

Pre-treatment facilities may be required, and will be designed based on a water quality design flow rate utilizing the SCS Type IA 24-hour storm with a 25-year return frequency as a conveyance system located "on-line". It is possible that some areas with high permeability rates may be utilized for surface infiltration facilities, but this will be determined in the design phase of the project.

SBUH calculations in Table 1 identify the water quality volumes that will require treatment prior to quantity control based on regional storm with a 6-month, 24-hour return frequency. These volumes represent the entire basin area runoff in the developed condition that would require treatment measures for each land use alternative. The single facility sizes offer a convenient method for comparing differences between other alternatives; however in practice, multiple smaller facilities would be implemented across the on-site drainage basins.

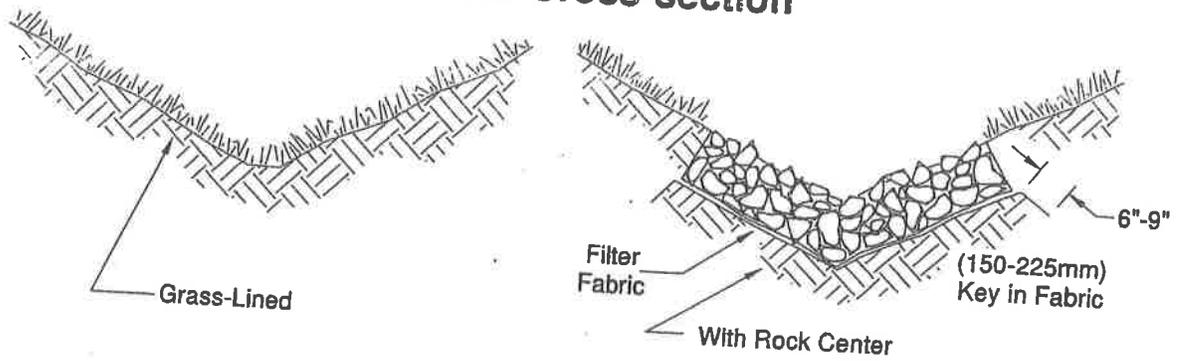
**Table 1 Estimated required volume for water quality treatment.**

BASIN	Total Area (acres)	Estimated Required Volume for water quality treatment (ft <sup>3</sup> ) <sup>1</sup>
		Single Pond Alternative
A	150	35,250

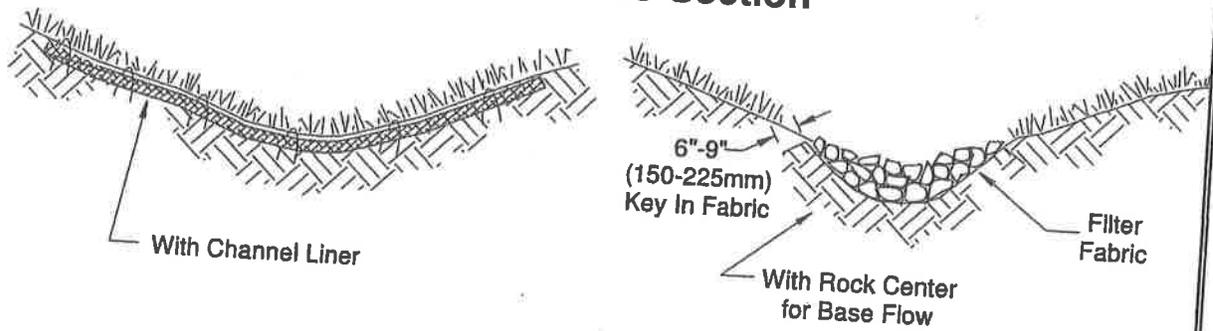
<sup>1</sup> Volume for water quality treatment based on regional storm with a 6-month, 24-hour return frequency approach.

Pre-treatment facilities sizing based on the water quality design flow rate will be determined in the design phase of the project.

### Typical V-Shaped Channel Cross-section



### Typical Parabolic Channel Cross-Section



### Typical Trapezoidal Channel Cross-Section

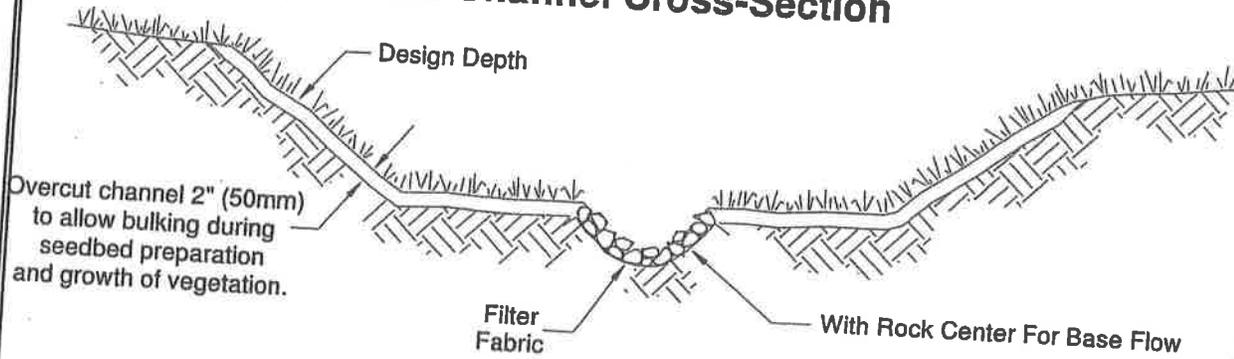


Figure 4.9 – Typical Grass-Lined Channels

## BMP C203: Water Bars

### Purpose

A small ditch or ridge of material is constructed diagonally across a road or right-of-way to divert stormwater runoff from the road surface, wheel tracks, or a shallow road ditch.

### Conditions of use

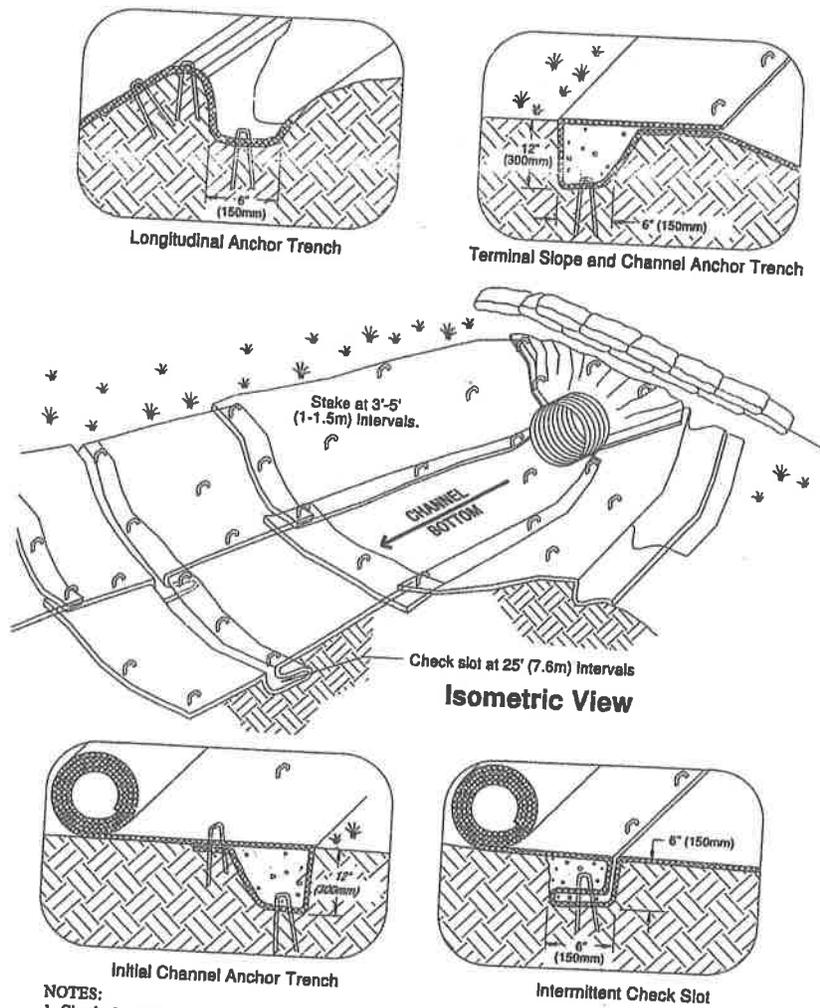
- Clearing right-of-way and construction of access for power lines, pipelines, and other similar installations often require long narrow right-of-ways over sloping terrain. Disturbance and compaction promotes gully formation in these cleared strips by increasing the volume and velocity of runoff. Gully formation may be especially severe in tire tracks and ruts. To prevent gullying, runoff can often be diverted across the width of the right-of-way to undisturbed areas by using small predesigned diversions.
- Give special consideration to each individual outlet area, as well as to the cumulative effect of added diversions. Use gravel to stabilize the diversion where significant vehicular traffic is anticipated.
- Height: 8-inch minimum measured from the channel bottom to the ridge top.
- Side slope of channel: 2:1 maximum; 3:1 or flatter when vehicles will cross.
- Base width of ridge: 6-inch minimum.
- Locate them to use natural drainage systems and to discharge into well vegetated stable areas.
- Guideline for Spacing:

### Design and Installation Specifications



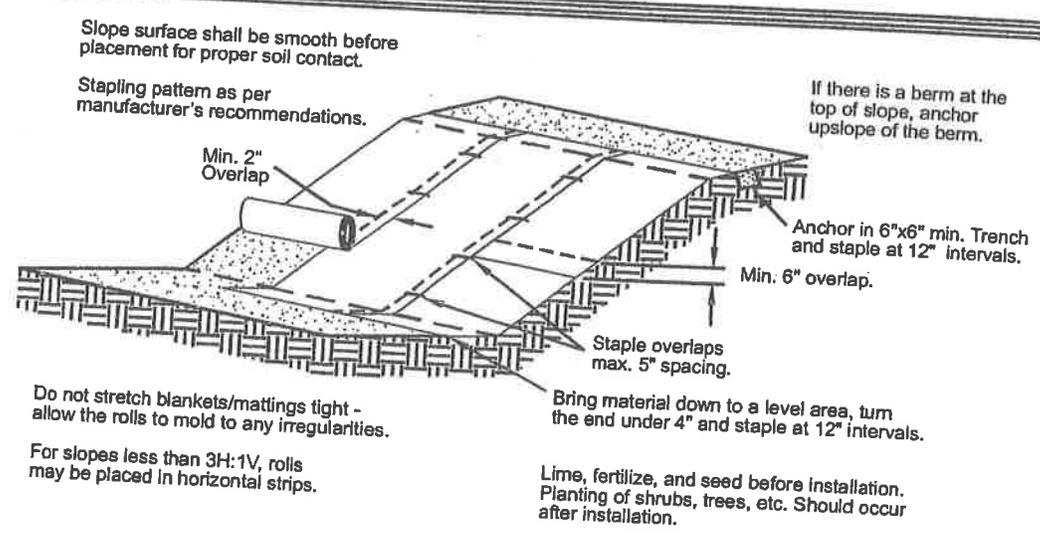
Slope %	Spacing (ft)
< 5	125
5 - 10	100
10 - 20	75
20 - 35	50
> 35	Use rock lined ditch

- Grade of water bar and angle: Select angle that results in ditch slope less than 2 percent.
- Install as soon as the clearing and grading is complete. Reconstruct when construction is complete on a section when utilities are being installed.
- Compact the ridge when installed.
- Stabilize, seed and mulch the portions that are not subject to traffic. Gravel the areas crossed by vehicles.



- NOTES:**
1. Check slots to be constructed per manufacturers specifications.
  2. Staking or stapling layout per manufacturers specifications.

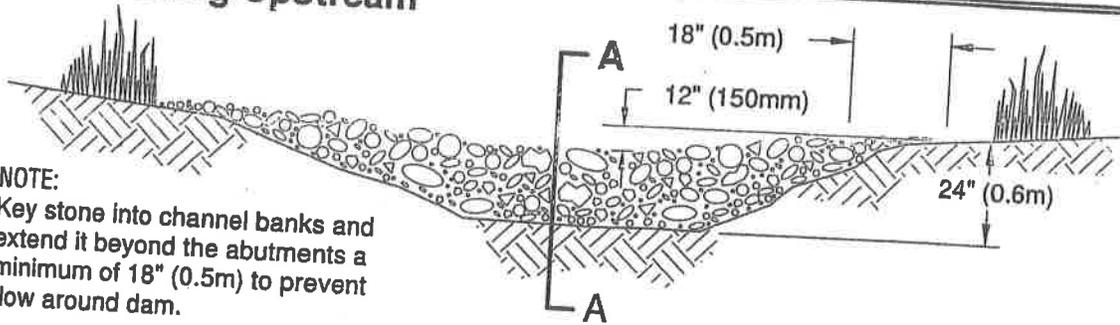
**Figure 4.4 – Channel Installation**



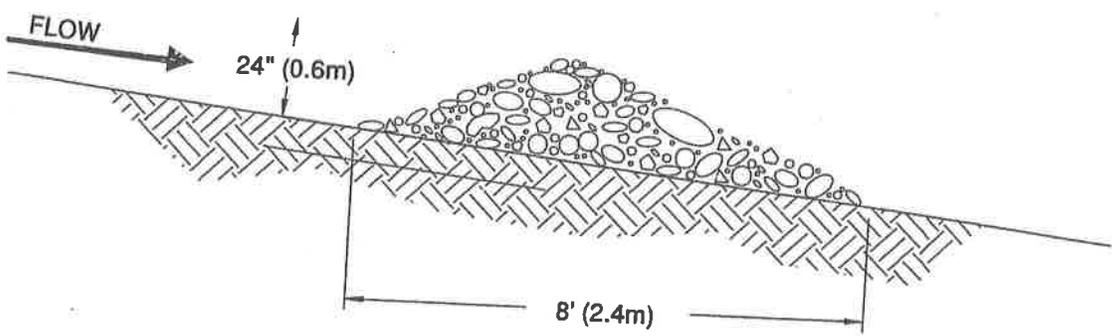
**Figure 4.5 - Slope Installation**

### View Looking Upstream

NOTE:  
Key stone into channel banks and extend it beyond the abutments a minimum of 18" (0.5m) to prevent flow around dam.

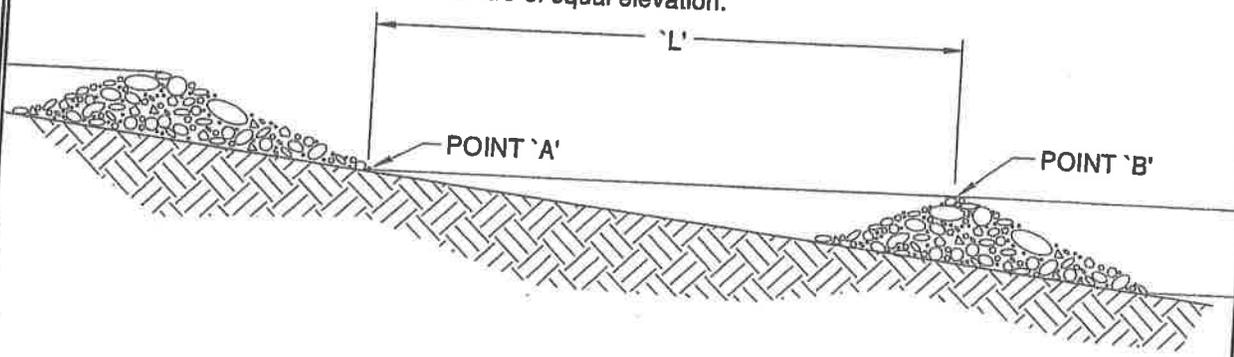


### Section A - A



### Spacing Between Check Dams

'L' = the distance such that points 'A' and 'B' are of equal elevation.



NOT TO SCALE

Figure 4.14 - Check Dams

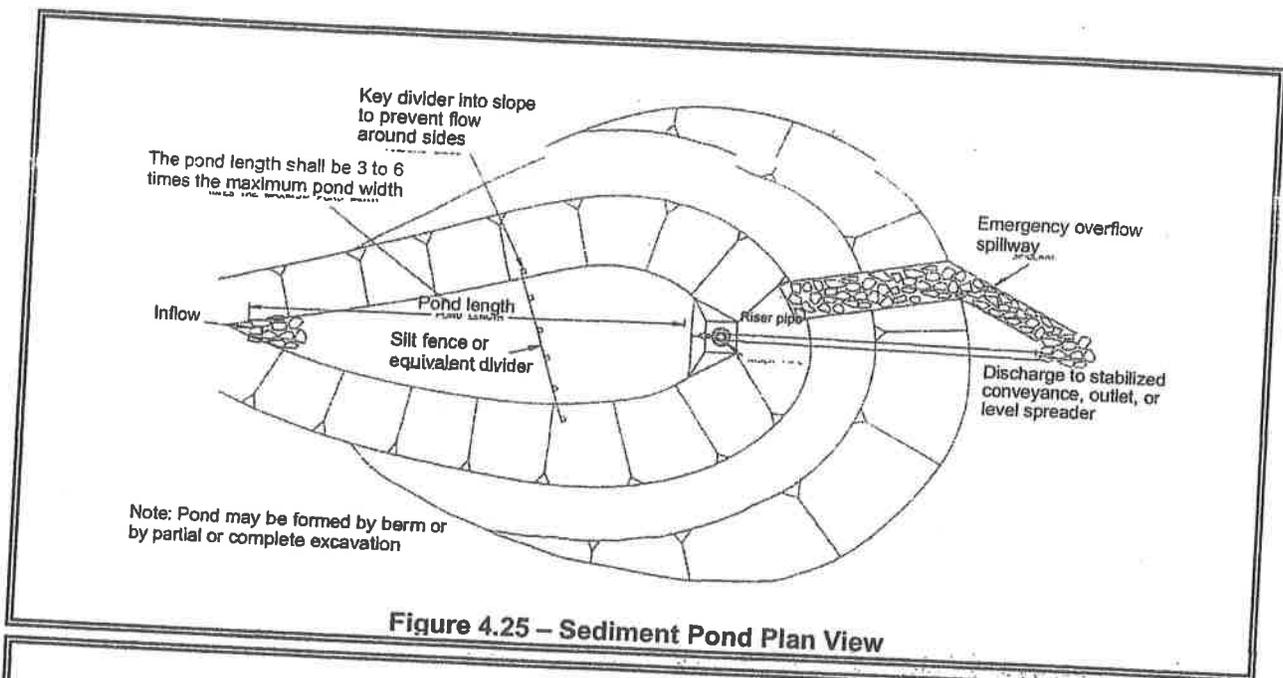


Figure 4.25 – Sediment Pond Plan View

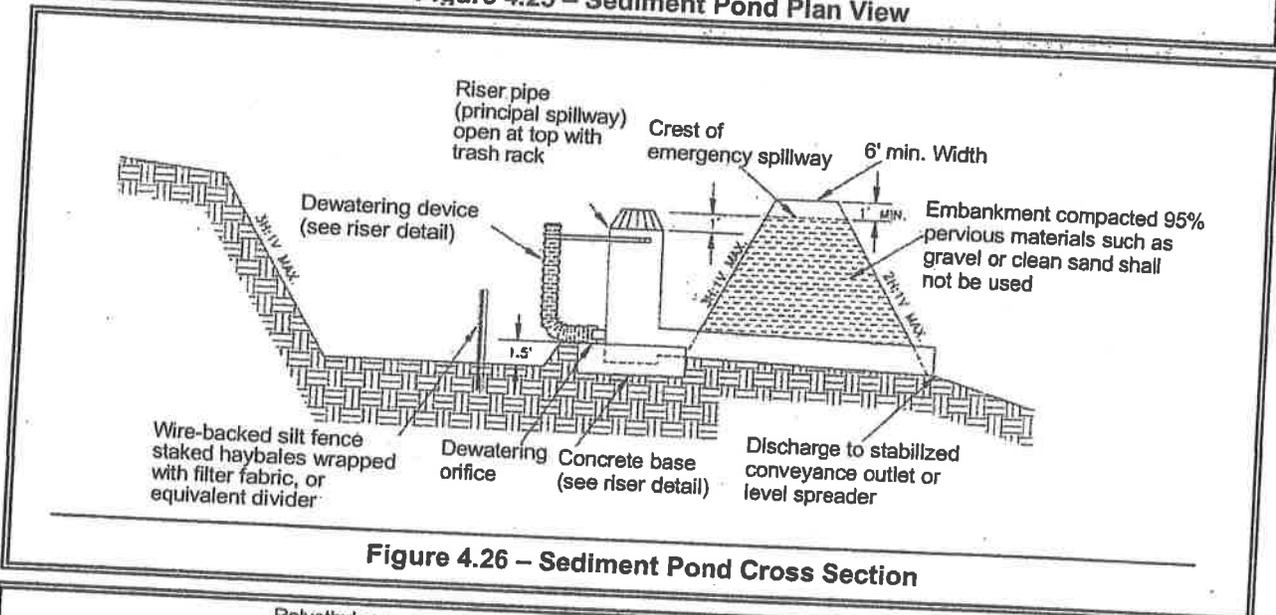


Figure 4.26 – Sediment Pond Cross Section

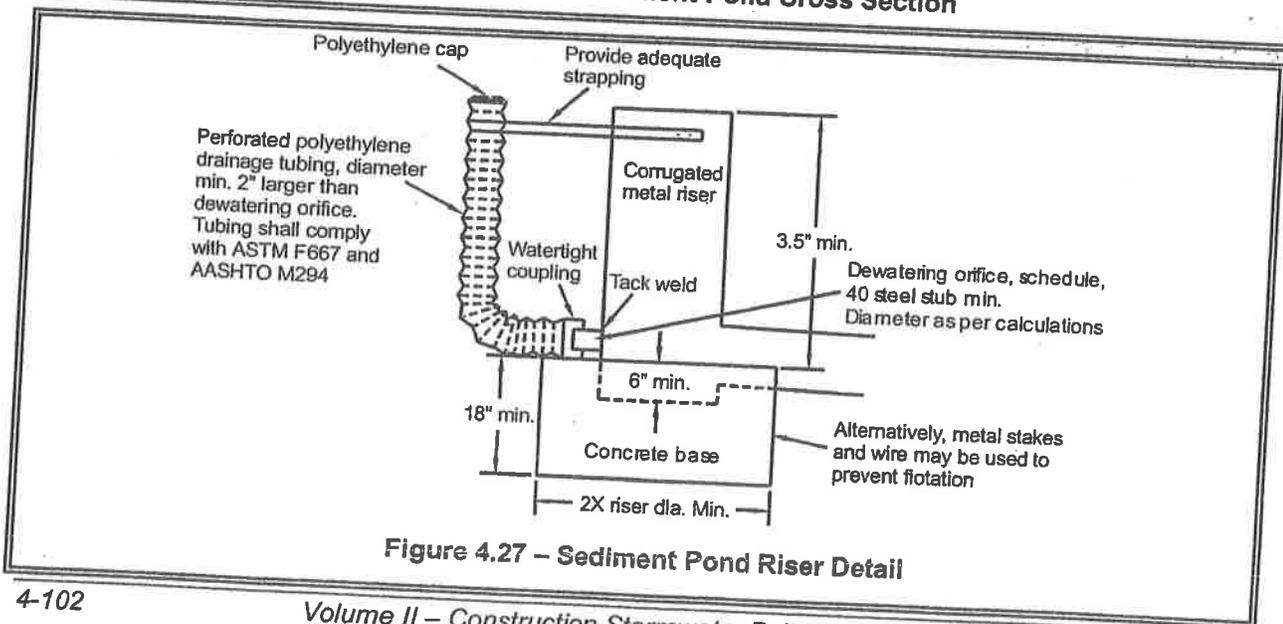


Figure 4.27 – Sediment Pond Riser Detail

**2-YEAR, 24-HOUR STORM**

No. Element ID	Total Area (acres)	CN Pervious	CN Impervious	Pervious Area (acres)	Impervious Area (acres)	Tc (minutes)	Total Precipitation (inches)	Time Peak (hours)	Peak Runoff (cfs)
2 Basin A (pre)	84.64	76.00	98.00	84.64	0.00	10	3.34	8.00	42.30

**25-YEAR, 24-HOUR STORM**

No.	Element ID	Total Area (acres)	CN Pervious	CN Impervious	Pervious Area (acres)	Impervious Area (acres)	Tc (minutes)	Total Precipitation (inches)	Time Peak (hours)	Peak Runoff (cfs)
1	Basin A (pre)	150.00	73.00	98.00	148.50	1.50	10	4.84	8.00	85.25

**100-YEAR, 24-HOUR STORM**

No.	Element ID	Total Area (acres)	CN Pervious	CN Impervious	Pervious Area (acres)	Impervious Area (acres)	Tc (minutes)	Total Precipitation (inches)	Time Peak (hours)	Peak Runoff (cfs)
1	Basin A (pre)	150.00	73.00	98.00	148.50	1.50	10	6.09	8.00	135.50

# RIDGECREST STORMWATER

## BASIN A

AREA	AREA (acres)	HYDROLOGIC SOIL GROUP	DESCRIPTION	CN
OPEN SPACE	145	C	Woods (Fair)	73
OPEN SPACE	5	C	Pasture (Fair)	79

**TOTAL AREA CHECK      150   ac.**

**CN<sub>WEIGHTED</sub>      73**

# RIDGECREST STORMWATER

## BASIN A

### PRE-DEVELOPMENT CONDITIONS

Channel flow.

The Soil Survey of Kittitas County Area, Washington identifies the soil in this area as a Type "C" soil.

### CALCULATE TIME OF CONCENTRATION

Total area =	148.50	acres	
Pervious area (w/o upstream open space) =	0.00	acres	73 CN
Impervious area =	1.50	acres	98 CN

Calculate Time of Concentration assuming Shallow Concentrated Flow approach:

$$V = k\sqrt{S_0} \quad T_t = \frac{L}{60V}$$

L =	4400	ft	L =	0	ft
S <sub>0</sub> =	12	ft/ft	S <sub>0</sub> =	0	ft/ft
k <sub>s</sub> =	17		k <sub>s</sub> =	0	
V =	58.89	fps	V =	0.00	fps
T <sub>1</sub> =	1.25	min.	T <sub>2</sub> =	0	min.
<b>T<sub>c</sub> =</b>	<b>10.00</b>	<b>min.</b>			



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

April 12, 2012

Pat Deneen  
PQD dba Central Cascade Construction  
PO Box 808  
Cle Elum, WA 98922

**RE: Coverage under the Construction Stormwater General Permit**

**Permit number:** WAR-125714  
**Site Name:** Ronald Ridge  
**Location:** Intersection of SR 903 & Ridgcrest Dr  
Ronald County: Kittitas  
**Disturbed Acres:** 10

Dear Mr. Deneen:

The Washington State Department of Ecology (Ecology) received your Notice of Intent for coverage under Ecology's Construction Stormwater General Permit (permit). This is your permit coverage letter. Your permit coverage is effective on April 12, 2012. **Please retain this permit coverage letter with your permit (enclosed), stormwater pollution prevention plan (SWPPP), and site log book. These materials are the official record of permit coverage for your site.**

Please take time to read the entire permit and contact Ecology if you have any questions.

**Appeal Process**

You have a right to appeal coverage under the general permit to the Pollution Control Hearing Board (PCHB) within 30 days of the date of receipt of this letter. This appeal is limited to the general permit's applicability or non-applicability to a specific discharger. The appeal process is governed by chapter 43.21B RCW and chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2).



Pat Deneen  
April 12, 2012  
Page 2

To appeal, you must do the following within 30 days of the date of receipt of this letter:

- File your appeal and a copy of the permit cover page with the PCHB (see addresses below). Filing means actual receipt by the PCHB during regular business hours.
- Serve a copy of your appeal and the permit cover page on Ecology in paper form - by mail or in person (see addresses below). E-mail is not accepted.

You must also comply with other applicable requirements in chapter 43.21B RCW and chapter 371-08 WAC.

**Address and Location Information:**

**Street Addresses:**

Department of Ecology  
Attn: Appeals Processing Desk  
300 Desmond Drive SE  
Lacey, WA 98503

Pollution Control Hearings Board (PCHB)  
1111 Israel Road SW, Suite 301  
Tumwater, WA 98501

**Mailing Addresses:**

Department of Ecology  
Attn: Appeals Processing Desk  
PO Box 47608  
Olympia, WA 98504-7608

Pollution Control Hearings Board  
PO Box 40903  
Olympia, WA 98504-0903

**Electronic Discharge Monitoring Reports (WAWebDMR)**

This permit requires that Permittees submit monthly discharge monitoring reports (DMRs) electronically using Ecology's secure online system, WAWebDMR. To sign up for WAWebDMR go to: [www.ecy.wa.gov/programs/wq/permits/paris/webdmr.html](http://www.ecy.wa.gov/programs/wq/permits/paris/webdmr.html). If you have questions, contact Tonya Wolfe at (360) 407-7097 (locally), or (800) 633-6193/option 3, or email [WAWebDMR@ecy.wa.gov](mailto:WAWebDMR@ecy.wa.gov).

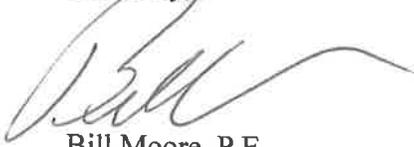
**Ecology Field Inspector Assistance**

If you have questions regarding stormwater management at your construction site, please contact Bryan Neet of Ecology's Central Regional Office in Yakima at (509) 575-2808, or [bryan.neet@ecy.wa.gov](mailto:bryan.neet@ecy.wa.gov).

**Questions or Additional Information**

Ecology is committed to providing assistance. Please review our web page at: [www.ecy.wa.gov/programs/wq/stormwater/construction/](http://www.ecy.wa.gov/programs/wq/stormwater/construction/). If you have questions about the construction stormwater general permit, please contact Joyce Smith at (360) 407-6858, or [joyce.smith@ecy.wa.gov](mailto:joyce.smith@ecy.wa.gov).

Sincerely,



Bill Moore, P.E.  
Program Development Services, Section Manager  
Water Quality Program

Enclosure



STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

P.O. Box 47600 • Olympia, Washington 98504-7600  
(360) 407-6000 • TDD Only (Hearing Impaired) (360) 407-6006

May 25, 2006

Mr. Mike Baker  
Central Cascade Construction  
P.O. Box 808  
Cle Elum, WA 98922

Dear Mr. Baker:

RE: Construction Stormwater General Permit  
Permit Number: **WAR-007403**

Site Name: Roslyn Ridge  
Location: 9291 SR 903  
Ronald, WA 98940 Kittitas County

Disturbed Acres: 5.52  
Receiving Water: Roadside ditches & adjacent property for infiltration

The Washington Department of Ecology (Ecology) has reviewed your application for coverage under the construction stormwater general permit, and has decided to issue permit coverage effective May 25, 2006. **Please retain this permit coverage letter with your permit (enclosed), stormwater pollution prevention plan (SWPPP), and site log book. It is the official record of permit coverage for your site.**

This letter explains some of the new requirements in the new construction stormwater general permit. Please take time to read the new permit, and contact Ecology if you have any questions.

### Inspections

- You must conduct weekly visual inspections of your site to ensure your best management practices (BMPs) are functioning properly.
- Beginning October 1, 2006, you must use a Certified Erosion and Sediment Control Lead (CESCL) to do inspections of your site. Ecology maintains a list of training classes to obtain CESCL certification. Ecology has a list of CESCL training courses on its website.
- Refer to Condition S4 (pages 10-12) for more information.

### Sampling and Analysis

- Beginning October 1, 2006, sites five acres and greater must sample stormwater discharges for turbidity using a turbidity meter.
- Beginning October 1, 2006, sites one acre and greater must sample stormwater discharges for pH, if the project involves engineered soils (cement kiln dust, etc.) or over 1000 yds<sup>3</sup> of poured or recycled concrete.
- Beginning October 1, 2008, sites less than five acres must sample their stormwater discharges for turbidity using a turbidity meter or transparency tube.

Mr. Mike Baker

Page 2

May 25, 2006

- The permit sets benchmark (target) levels for turbidity, transparency, and pH. When discharge samples exceed a benchmark, then you must follow additional permit requirements.
- Additional information regarding sampling and reporting will be sent to you prior to October 2006.
- Refer to Condition S4 (pages 10-15) for more information.

#### **Discharges to Impaired Waterbodies**

- If your site discharges into an impaired water body that is on the 303(d) list for turbidity, fine sediment, high pH, or phosphorus, additional sampling may be required.
- See Condition S8 (pages 18-21) for more information.
- EPA recently approved the 2004 303(d) list, which includes water bodies not previously on the 303(d) list. Ecology will be reviewing the newly approved list and will notify you if any additional sampling requirements apply to you.

#### **Stormwater Pollution Prevention Plan**

- Each site must have a Stormwater Pollution Prevention Plan (SWPPP) which describes the erosion and sediment control measures used on the site to protect water quality. The SWPPP requirements are contained in Condition S9 (pages 21-29).
- Remember to keep your SWPPP updated. The permit contains specific timelines for SWPPP updates based on inspection results by the site inspector or Ecology.

#### **Permit Transfer**

- When you sell or transfer operational control of all, or a portion, of your site to one or more new operator(s), permit coverage must also be transferred.
- To transfer permit coverage, submit a Transfer of Coverage form to Ecology.

#### **Notice of Termination**

- Permit coverage may be terminated (cancelled) when the site has undergone final stabilization with permanent vegetation or equivalent measures which prevents erosion.
- To terminate permit coverage, submit a Notice of Termination (NOT) to Ecology. If you do not submit a NOT, you will remain responsible for permit compliance and permit fees.
- Refer to Condition S10 on page 29 for more information.

#### **Appeal of Permit Coverage**

The terms and conditions of a general permit, as they apply to an individual discharger, can be appealed within 30 days of the effective date of coverage of that discharger (see Chapter 43.21B RCW). This appeal is limited to the general permit's applicability or non-applicability to a specific discharger.

Mr. Mike Baker  
Page 3  
May 25, 2006

The procedures and requirements for the appeal process are contained in RCW 43.21.B310. ("RCW" is the Revised Code of Washington). Appeals should be directed to:

Pollution Control Hearings Board  
PO Box 40903  
Olympia, Washington 98504-0903

Department of Ecology  
Appeals Coordinator  
P.O. Box 47608  
Olympia, Washington 98504-7608

**Questions**

Ecology is committed to providing assistance to you. Please review our web page at <http://www.ecy.wa.gov/programs/wq/stormwater/construction/>.

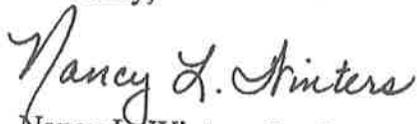
For questions about transfers, terminations, and other administrative issues, please contact Linda Matlock at 360-407-6437 or [lm461@ecy.wa.gov](mailto:lm461@ecy.wa.gov).

**Ecology Regional Assistance**

If you have questions regarding stormwater management issues at your construction site, please contact Ray Latham (509-575-2807) of Ecology's Central Regional Office in Yakima.

If you have questions regarding this letter, please call Linda Matlock at 360-407-6437.

Sincerely,



Nancy L. Winters, Section Manager  
Program Development Services Section  
Water Quality Program

Enclosure: Construction Stormwater General Permit

cc: Ecology Permit Fee Unit, HQ  
Stormwater File, HQ  
Ray Latham, Ecology, CRO  
Terry Wittmeier, Ecology, CRO

ATTACHMENT H

# EXPENSE SHEET

<u>Development</u>	<u>Cost</u>	<u>Estimated Costs</u>	<u>Notes</u>
EVG PUD Div 2, Tiger Lily Road (B-road) Cost (completed)	\$91,605.87		
EVG PUD Div 3, Paintbrush Lane (C-road) Cost (partially completed)	\$80-90,000.00		
Tiger Lily road Div 4 (1/2 completed)	\$4,740.00		
Village At Roslyn Ridge (condominiums) (completed)	\$154,358.45		
<b><u>Other Costs</u></b> <b><u>(completed)</u></b>			
Entrance/intersection (completed)	\$49,635.70		
Park & Trail (completed)	\$7,558.94		
Parking Lot/landscapping (completed)	\$17,127.82		
Ronald Sewer Plant (plan & eng. Completed)	\$261,632.21		
Water System	\$300,000.00		

LOSS system (completed)	\$350,000.00		
Activity Center Cost (completed)	\$1,254,808.79		
EVG PUD 30-32 lot concept/surv.,eng. & stormwater		\$25,000.00	Estimated lot cost for utilities: 20- 30,000.00
EVG PUD 4 lot concept surv., eng. & stormwater		\$6,000.00- \$8,000.00	Estimated lot cost for utilities: 20- 30,000.00
EVG PUD Spur road lot concept surv., eng. & stormwater		\$6000.00- \$10,000.00	Estimated lot cost for utilities: 20- 30,000.00
EVG PUD Fish Hook lot concept surv., eng. & stormwater		\$6,000.00- \$10,000.00	Estimated lot cost for utilities: 20- 30,000.00

ATTACHMENT I

04/29/2010 03:51:04 PM

201004290030

\$64.00  
Covenants AMERITITLE  
Kittitas County Auditor

Page 1 of 3



REVIEWED BY

KITTITAS COUNTY TREASURER

DEPUTY

DATE

*L. Boyer*  
*4/29/10*

Return To: Pat Deneen  
1890 Nelson Siding Road  
Cle Elum, WA 98922

Amt 111169-19

\$64.00

COUNTY RECORDING ONLY...  
NO LIABILITY FOR VALIDITY  
AND / OR ACCURACY ASSUMED BY  
AMERITITLE

**TITLE OF DOCUMENT  
AMENDMENT TO THE**

Secondary Declaration of Covenants, Conditions and Restrictions for Evergreen Ridge  
KITTITAS COUNTY, WASHINGTON  
DATED JUNE 26, 2008

Filed Under Auditors File Number 200806260017

AMENDING SECTIONS 3.5, 4.6, 5.8, 5.10, 5.11, 5.12, 5.14, 5.15  
Dated: April, 27, 2010

**GRANTOR**

Teanaway Ridge LLC, a Washington limited liability company

**GRANTEE**

The Public

**LEGAL DESCRIPTION**

See EXHIBIT "A" of the Secondary Declaration of Covenants, Conditions and Restrictions for Evergreen Ridge  
as recorded under Kittitas County Auditors File Number 200806260017.

As provided for in the above referenced Secondary Declaration of Covenants, Conditions and Restrictions for  
Evergreen Ridge, the following sections are amended to read as follows:

Section 3.5. The Architectural and Landscaping Review Committee has the authority to grant variances as they  
are reasonably warranted on behalf of The Board.

Section 4.6. The property shall be kept in a predominantly natural wooded state. Small lawns, flowers and  
gardens may be planted, provided the landscaped area removed from the natural wooded state shall not exceed  
3,000 square feet. Vegetation should be of the natural occurring variety. All landscaping designs should rely on  
water conservation technologies. There shall be no removal of healthy live deciduous or coniferous trees unless  
said removal is part of a landscaping plan or tree-thinning plan submitted to and approved by the Declarant or,

Amendment To Secondary Declaration of Covenants, Conditions, and Restrictions for Evergreen Ridge  
Page 1,

after Transition Date, the Board. Removal of trees is allowable for building sites. Prior to removal of any trees, a landscaping plan or tree-thinning plan shall be submitted to the Declarant for design approval. Said plan must show how the natural environment will be maintained. This section specifically recognizes that tree-thinning may be needed. Trees shall be thinned in such a manner to enhance the natural environment. The tree-thinning plan shall make allowance for reforestation. As trees are thinned and other removed for building sites, young small trees shall be planted and maintained to continue to enhance the natural environment. The species of the trees shall be consistent with the natural species on the Property. The intent of this section is to maintain the Property as a natural growing forest with different levels of forest canopies with a mix of the natural species. Approval of said plan shall only be granted if said plan is consistent with the intent of this section, i.e. to maintain the area in a forested natural state. This section shall in no way limit a property owner's right to remove a tree, which may be diseased, or constitute a hazard or be threat to life of property. Submissions of such plans shall be made as described in Section 3.

Section 5.8. The minimum front setback for a dwelling shall be 40 feet from the centerline of the road. The minimum side setback shall be 5 feet from the side property lines and the minimum rear setback shall be 5 feet from the rear property line. A variance to Section 5.8 may be requested and will be granted on a case-by-case basis depending on the Lots characteristics.

Section 5.10. All single family residences must have a minimum footprint of 1100 square feet or minimum living space of 1000 square feet (not including garages, porches, decks and/or patios). Residences shall not exceed 35 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less. A variance to Section 5.10 may be requested and will be granted on a case-by-case basis depending on the Lots characteristics.

Section 5.11. A single, separate living space or "guest house" is not permitted.

Section 5.12.4. Each garage and/or outbuilding shall have a footprint of no less than 400 square feet. Each garage and/or outbuilding shall have a footprint of no more than 1300 square feet; provided, however one garden-type shed which is less than 400 square feet may be constructed after approval by the Board. One gazebo that is less than 400 square feet shall be allowed per lot. Garages shall not exceed 30 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less.

Section 5.12.5. The minimum front setback for garage shall be 35 feet from the centerline of the road. The minimum side setback shall be 5 feet from the side property lines and the rear setback shall be 5 feet from the rear property line.

Section 5.14. Exterior finish shall be rock (either natural or cultured), log, masonry, natural wood and/or natural wood siding, or as deemed appropriate by the Architectural and Landscaping Committee may be used. Color shall be approved by Board.

Section 5.15. Roofs shall be of conventional gable or hip design and have a minimum roof slope of six to twelve and the minimum overhang of eaves from the outside wall surface shall be 18 inches as measured along an extension of the slope of the roof. Porch roofs attached to the main structure may be approved with a flatter pitch not to be less than three to twelve. Tile roofs shall be allowed. Roofing materials must be of architectural grade. Non-Reflective metal roofs may be allowed but only with the approval of the Board or its designee.



After recording return to:  
Jeff Slothower  
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
PO Box 1088  
Ellensburg, WA 98926

06/26/2008 11:58:48 AM  
\$63.00  
Covenants SLOTHOWER  
Kittitas County Auditor

200806260017  
Page 1 of 22



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DOCUMENT TITLE: SECONDARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR EVERGREEN  
RIDGE  
DECLARANT: TEANAWAY RIDGE, LLC, a Washington Limited Liability  
Company  
LEGAL DESCRIPTION: See EXHIBIT "A"  
ASSESSOR'S TAX PARCEL NO.: 20-14-12022-0008

---

**SECONDARY DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR EVERGREEN RIDGE**

This **SECONDARY** Declaration of Covenants, Conditions and Restrictions for the properties described in EXHIBIT "A" (the "Declaration") is given as of the 17th day of June, 2008, by TEANAWAY RIDGE, LLC, a Washington Limited Liability Company (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; and



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; and

WHEREAS, the Declarant filed and recorded on 26<sup>th</sup> day of June, 2008 a Declaration Encumbering property with Covenants, conditions and Restrictions for the property legally described on described in EXHIBIT "A" Which is recorded under Kittitas County Auditors file number 200806260016, the effect of which is to add the property legally described on Exhibit A to a Declaration of Primary Covenants, Conditions and Restrictions which were recorded under Kittitas County Auditors File No. 200409280063 (hereinafter referred to as the "Primary Declaration") This Secondary declaration is intended to apply to the specific property identified herein which property is also subject to that Primary declaration.

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" shall mean the subcommittee of the Association established by the Declarant and after the Transition Date, the Board. The Board shall have the responsibility for reviewing and approving improvements to the Lots by Owners to ensure compliance with this Declaration.
- 1.5. "Articles" means the Articles of Incorporation of the Association. 1.06. "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.
- 1.6. "Association" shall mean the Roslyn Ridge Resort Communities Owners' Association, a Washington Non-Profit Corporation, comprised of the Lot Owners.
- 1.7. "Auditor" means the Auditor of Kittitas County, Washington, or such successor agency charged with maintaining the real estate records for property within Kittitas County.
- 1.8. "Board of Directors" and "Board" shall mean the individuals selected by the Declarant or elected by the Association to manage and administer the Roslyn Ridge Resort Communities Owners' Association in accordance with the Bylaws of the Association and this Declaration.
- 1.9. "Bylaws" shall mean the Bylaws of the Association as initially promulgated by the Declarant, and as amended from time to time, which, with this Declaration, provide for the organization of the Association and for the administration of the Association.
- 1.10. "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 Roslyn Ridge Resort Communities to this Declaration or in any conveyance to the Association, 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.

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- 1.11. "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alterations of a Structure, except that which may take place entirely within and affects only the interior of an existing Structure.
- 1.12. "Declarant" shall mean the party developing the Property and signing this Declaration, or the heirs, successors or assigns thereof.
- 1.13. "Declaration" means this Declaration of Covenants and Easements for the Property as defined in Section 1.31 of this document as the same may be amended or supplemented from time to time in accordance with the provisions hereof.
- 1.14. "Development Period" shall mean the period of time between the date of this declaration and the Transition Date.
- 1.15. "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 sales of the Property, from time to time.
- 1.16. "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.
- 1.17. "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.
- 1.18. "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.
- 1.19. "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.
- 1.20. "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.
- 1.21. "Roslyn Ridge Resort Communities" shall refer to the Property, including any Additional Properties added pursuant to Section 2.



- 1.22. "Office of Record" shall mean the office of the Declarant and/or the Association
- 1.23. "Owner" means the Person or Persons, including Declarant, owning any Lot 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 Lot. If a Lot 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 Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from its obligations incurred prior to termination.
- 1.24. "Person" means a human being, a corporation, partnership, limited liability company, trustee or other legal entity.
- 1.25. "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.
- 1.26. "Primary Declaration" means that certain Declaration the Declarant filed and recorded on 28<sup>th</sup> day of September, 2004, a Declaration Of Covenants, Conditions And Restrictions For Roslyn Ridge Resort Communities which is recorded under Kittitas County Auditors file #2004-9280063 .
- 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 pursuant to Primary Covenants Section 2 and/or Section 2 of this document, and including all improvements and structures now or hereafter placed thereon.
- 1.29. "Secondary Declaration" means this Declaration of Covenants and Easements as the same may be amended or supplemented from time to time in accordance with the provisions hereof.
- 1.30. "Structure" shall mean any building, fence, wall, driveway, walkway, patio, deck, swimming pool, outbuilding, shed or the like located on a Lot.



1.31. "Transition Date" shall mean the date upon which the rights of the Declarant are transferred to the Board as provided for in the Primary Declaration.

1.32. "Water Company" shall mean LCU 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 as it may be amended in the future 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. The annexation of such real property shall be accomplished by (i) the annexation of such Additional Property to this Declaration and as it may be amended in the future in accordance with the provisions thereof or (ii) a Supplemental Declaration subjecting the Additional Property to this Declaration and as it may be amended in the future, 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.

2.3. Withdrawal of Property. Privately Owned Amenities 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 if the property to be withdrawn was originally included in error or if the withdrawal is for the purpose of making minor adjustments to boundary lines. 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 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.

2.4. 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 entity qualifying under Section 501(c)(3) of the Internal Revenue Code or similar provisions or other legal entity, 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 desiring to do any of the following: 1) construct, 2) alter, 3) repair, or 4) replace any Structure on the Lots, including, but not limited to, a residence, garage, outbuildings or other building and/or fences, landscaping, and/or to remove any trees on the Lot, or grade or alter the earth on any lot (collectively "the work") shall, prior to construction, submit in writing to the Architectural and Landscaping Review Committee of the Association a request for review and approval, together with a set of plans and 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 Board so designates be in form approved by the Board, and delivered to the Board 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 construction, 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 Board. The Board may require the submission of such additional information as may be reasonably necessary to consider any Application.
- 3.2. Declarant shall have a reasonable time to review the Application and any additional information, as may be requested relative thereto which time is at least ninety (90) days. 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 and approval of the Application shall not be unreasonably withheld. In the event the Board has not requested additional information or given approval or disapproval of the Application within 90 days from the date the Application, or additional information if applicable was delivered to it, the Application shall be deemed approved; provided, however, failure by Board to act on the Application for approval within the specified time period shall not relieve the Lot Owner from the requirements set forth under this document including the



construction, appearance and type of structures permitted on the Lot. In the event an Application is denied approval, the Declarant shall provide, in writing, reasons for said denial.

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

3.4. The Board 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. **PROPERTY RESTRICTIONS.**

4.1. Each Lot Owner shall use their respective Lot exclusively for residential purposes except as otherwise provided herein and in such a manner as to not interfere with the reasonable use and enjoyment of a Lot by the other respective Lot Owners or otherwise constitute a nuisance to the other Lot Owners.

4.2. No dwelling shall be erected, altered, placed, or permitted to remain on the Lots other than one (1) single-family residence except as otherwise provided herein. No Lot shall be used for any purpose other than a single-family residence, except as allowed herein or in the Primary Declaration.

4.3. No business or commercial activity is allowed on any Lot, including but not limited to, storage of materials, parking of commercially used vehicles with over two axels or machines or placement of commercial signs. The commercial breeding of animals is prohibited on any Lot. Home office activities are allowable provided (i) all such business is conducted totally within the residence on the Lot; (ii) no more than two employees, not including the residents of the Lot, are based on the Lot; (iii) no commercial signs or advertising are visible; and (iv) the residential nature of the development is not disrupted by this activity or by frequent traffic or parking.

4.4. Commercial farming, ranching, logging manufacturing and/or agriculture, or the like, is not allowed on any Lot.

4.5. No Lot Owner shall carry on any activity of any nature whatsoever on any Lot that is in violation of laws and statutes of the United States of America, the State of Washington, Kittitas County or any other applicable governing body now existing or hereafter created.

4.6. The property shall be kept in a predominantly natural wooded state. Small lawns, flowers and gardens may be planted, provided the landscaped area removed from the natural wooded state shall not exceed 5000 square feet for lots over 1 acre and 3,000 square feet for lots 1 acre or less. Vegetation should be of the natural occurring variety. All landscaping designs should rely on water conservation technologies. There shall be no removal of healthy live deciduous or coniferous trees unless said

removal is part of a landscaping plan or tree-thinning plan submitted to and approved by the Declarant or, after Transition Date, the Board. Removal of trees is allowable for building sites. Prior to removal of any trees, a landscaping plan or tree-thinning plan shall be submitted to the Declarant for design approval. Said plan must show how the natural environment will be maintained. This section specifically recognizes that tree thinning may be needed. Trees shall be thinned in such a manner to enhance the natural environment. The tree-thinning plan shall make allowance for reforestation. As trees are thinned and others removed for building sites, young small trees shall be planted and maintained to continue to enhance the natural environment. The species of the trees shall be consistent with the natural species on the Property. The intent of this section is to maintain the Property as a natural growing forest with different levels of forest canopies with a mix of the natural species. Approval of said plan shall only be granted if said plan is consistent with the intent of this section, i.e. to maintain the area in a forested natural state. This section shall in no way limit a property owner's right to remove a tree, which may be diseased, or constitute a hazard or be a threat to life or property. Submissions of such plans shall be made as described in Section 3.

- 4.7. There shall be no storage of any environmentally dangerous materials on any Lot.
- 4.8. Only those pets listed in Section 1.27 shall be allowed. All pets shall be properly restrained, fenced, maintained and otherwise kept so as to not interfere with any other Lot and/or so as to cause any threat or harm to any person or animal, nor the Lot Owner's use of their property. Activities such as raising pets for 4-H type activities is permitted as well as the breeding and selling of no more than two (2) litters total pets per year. Pets, as listed above, are permitted within the trail easements only when accompanied by their owners or owner's agent(s), and are under leash. Proper animal husbandry practices shall be employed to maintain animals in a healthy environment and condition at all times. There shall be no more than 3 pets, as listed above, maintained outside of the primary residence.
- 4.9. No open fires shall be permitted except (i) when approved by the local fire department, or county, the controlling state agency and the Declarant, and (ii) when contained within a barbecue pit or a rock or concrete lined fire ring not more than 4 feet in diameter.
- 4.10. No inoperable, and/or uninsured, and/or unlicensed motor vehicles, machinery, equipment, camper, boat, boat trailer, recreational vehicle, or similar item shall be stored on any portion of any Lot except within an enclosed garage or outbuilding as allowed under this Declaration.
- 4.11. No motor vehicle, machinery and/or equipment repair work shall be performed for more than a twenty-four (24) hour period unless contained in a fully enclosed garage or outbuilding. Repair work may only be done on a Lot Owners equipment and said



work on any equipment shall not exceed 2 days in any month or be completed inside of a building in such a manner so that the work is shielded from view.

- 4.12. Except on an occasional and temporary basis not to exceed ten (10) days, no more than three vehicles may be parked outside of a garage or building on any Lot. Said vehicles must be in running condition, licensed and insured. It is the intent of these covenants to allow residents and/or Lot Owners to park their personal operating vehicles on their Lot. It is further the intent of these covenants not to allow storage or display of unused or inoperable vehicles, outside of a garage or building on any Lot.
- 4.13. One recreational vehicle or travel trailer per Lot that is licensed and insured and in good running condition may be parked outside of a garage provided said vehicle is parked in an area on either the rear or side of the residence and that said vehicle or trailer is screened from view of the street by an approved fence or vegetation. There shall be no inhabitation of any recreational vehicles, trailers, or other items that are parked on the property before or after construction except on a temporary basis not to exceed 14 days continuously or 30 days in any given year. Prior to construction, a recreational vehicle may be parked on the property for a period not to exceed four (4) weeks per year. With the written approval of the Declarant or, after the transition date, the Board a recreational vehicle or travel trailer may be parked on the Lot during home construction for a period not exceeding six (6) months.
- 4.14. Except on an occasional and temporary basis not to exceed ten (10) days, no more than four boats, snowmobiles, trailers, or other recreational items, or any combination thereof, may be parked outside of a garage or building on any Lot; provided, however, such items must be licensed, insured, and in operating condition and must be parked in an area on either the rear or side of the structure and screened from view of the street by an approved fence or vegetation.
- 4.15. Each Lot shall be maintained in good order, condition and repair and shall be kept in a clean, sanitary condition at all times. The Lot shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, equipment, and building materials (temporary storage during construction phases excluded), and any repairs, painting, landscaping, and/or maintenance shall be prosecuted diligently and continuously from commencement until completion in order to maintain the appearance and condition of the Structures and the Lot. The use of blue tarps is not permitted. Earth toned colored tarps will be permitted. All landscaping shall be maintained as provided in the owners landscaping plan and meet the landscaping maintenance criteria that are established by the Declarant. Said criteria may be modified by the Declarant.
- 4.16. Garbage receptacles and trash cans shall be sanitary and in complete conformity with municipal sanitary rules and regulations. All garbage and trash containers must be stored in such a manner so that they are not visible from another Lot or from any county or private road and protected from animals. No trash, garbage, ashes, yard

rakings, or other organic materials resulting from landscaping activities or other refuse shall be thrown, dumped, piled, stacked, or allowed to accumulate in any way on any Lot, street or driveway; provided, however, each Lot Owner shall be allowed to store organic material in a compost container which shall not be located closer than 50 feet of a Lot line. There shall be no burning of garbage or trash.

- 4.17. Any damage to streets, property improvements, entry structures, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, tenants, agents, visitors, friends, relatives or service personnel shall be repaired by such Lot Owner within ten (10) days from the occurrence of such damage. If the damage is not repaired within the time specified the Declarant may repair said item and charge the Lot Owner for said repair, including any administrative charges.
- 4.18. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, dust, noxious odors, or storage of materials or equipment, which may be visually offensive, shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Lot Owners or tenants. The validity of any claims or complaints under this section shall rest with the Declarant and Lot Owners agree to abide by any decisions of the Declarant and/or Board regarding ceasing activities found to not be in compliance with this section.
- 4.19. Weapons shall be permitted on the Property but may not discharged except for reasons of self-defense. No discharge shall be allowed such that it violates any law, endangers life, limb or property, or interferes with the use and enjoyment of the Property by any Lot Owners. Items considered to be weapons shall include but not be limited to bows and arrows, cross bows, any pistol or rifle, shotgun, slingshot, BB gun, or pellet gun, paint ball gun, including any device that propels any object through the air at dangerous speeds. No hunting, trapping, or killing of wildlife shall be allowed on the Property except when reasonably necessary to avoid eminent threat of harm or death.
- 4.20. No oil, gas or other mineral drilling (not including water), development operations, refining, coring, or other mining operations of any kind shall be permitted upon, in or under any Lot, nor shall wells, tanks, tunnels, or mineral excavations be permitted upon or under any Lot. No structure designed for use in boring for oil or natural gases shall be erected, maintained, or permitted upon any Lot. Propane tanks and heating oil tanks for residential use are allowed.
- 4.21. There shall be no parking of vehicles on or within any road right of way or within any road easement.
- 4.22. Except as provided in this Section, no vehicles having in excess of two axels may be parked or stored on any Lot in excess of eight (8) hours. This is not intended to prevent the storage of a motor home as provided within this document.

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4.23. All vehicles operated within the Property must be licensed, insured and street legal and must be operated by a licensed driver and only operated on the roads within the property. 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.

**5. BUILDING AND CONSTRUCTION REQUIREMENTS:**

- 5.1. No dwelling or other structure shall be maintained, constructed, located, modified or repaired on any Lot in violation of the requirements of any applicable governmental agency.
- 5.2. No structure shall be maintained, constructed, located, modified, or repaired on any Lot without the Lot Owner or the Lot Owner's contractor obtaining a building permit and any other permits required by any and all governmental agencies and written approval from the Declarant.
- 5.3. No Structure shall be constructed, located, modified, or repaired on any Lot without the Lot Owner submitting the plans to Board for review and approval pursuant to Section 3 herein. The Lot Owner shall receive written approval from the Board, to be included in County Building Permit Application, before beginning any construction activity of any kind on any Lot including but not limited to earth grading, tree cutting, landscaping, or construction.
- 5.4. All building designs shall meet the guidelines set forth by the Kittitas County Fire Marshal. All site development, driveways and access routes shall be constructed in such a manner that will allow fire and rescue vehicles access to all Structures on a Lot.
- 5.5. All residences shall be built to the Building Code. which is adopted by the governmental authority having jurisdiction over the construction of structures within the lot.
- 5.6. No pre-manufactured home, mobile home, modular home, trailer home, factory built home, or prefabricated home, shall be allowed to be placed on or erected on any Lot, whether temporary or permanent.
- 5.7. No structures of a temporary character or nature (other than temporary construction-related structures), trailers, shack, garage, barn, mobile homes, or other outbuildings shall be installed, stored, placed or used on any Lot either temporarily or permanently, except as allowed herein or in the Primary Declaration
- 5.8. No part of any building shall be located on any Lot of over two acres in size nearer than 25 feet from the front lot line and 25 feet from side and back lot lines, even in



the event the adjacent Lot is under the same ownership. No part of any building shall be located on any Lot of two acres or less in size nearer than 20 feet from the front lot line and 15 feet from side and back lot lines, even in the event the adjacent Lot is under the same ownership. A variance may be requested and will be granted on a case-by-case basis depending on the Lots characteristics.

- 5.9. Total Lot coverage by the residence and any additional buildings shall not exceed Twenty-Five Percent (25%) of the total Lot area.
- 5.10. All single family residences on Lots over two (2) acres in size must have a minimum footprint of 1800 square feet or minimum living space of 2200 square feet. Lots 2 acres or less in size must have a minimum footprint of 1100 square feet or minimum living space of 1100 square feet (not including garages, porches, decks and/or patios). Residences shall not exceed 35 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less.
- 5.11. A single, separate living space or "guest house" with a foot print not exceeding 1,000 square feet shall be a permitted outbuilding on Lots that are 2 acres or greater in size unless otherwise not allowed by Governmental Authority. The Guest House shall not be constructed prior to the construction of the single-family residence on the Lot.
- 5.12. Garages and outbuildings shall be permitted, provided that:
- 5.12.1. No garage or outbuilding shall be constructed prior to the construction of the single family residence;
- 5.12.2. All garages and other outbuildings shall be consistent with the single-family residence constructed on a Lot as to the exterior finish, style, and color scheme used.
- 5.12.3. Garages and outbuildings shall conform to the exterior color and roofing material requirements of the provisions provided herein.
- 5.12.4. Each such garage and/or outbuilding shall have a footprint of no less than 400 square feet. Each such garage and/or outbuilding shall have a footprint of no more than 2400 square feet on Lots over 2 acres and 1000 square feet on Lots 2 acres and under; provided, however one garden-type shed which is less than 400 square feet may be constructed after approval by the Board. One gazebo that is less than 400 square feet shall be allowed per lot. Garages shall not exceed 30 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less.

- 5.13. Architectural design of all buildings or Structures shall be consistent with conventional wood frame, metal frame, brick, masonry, or log construction and of a style based primarily on one or more rectangular shapes.
- 5.14. Exterior finish shall be rock (either natural or cultured), log, masonry, natural wood and/or natural wood siding. No plywood, T1-11, or the like, nor board and batten siding may be used. Color shall be approved by Board.
- 5.15. Roofs shall be of conventional gable or hip design and have a minimum roof slope of six to twelve and the minimum overhang of eaves from the outside wall surface shall be 18 inches as measured along an extension of the slope of the roof. Porch roofs attached to the main structure may be approved with a flatter pitch not to be less than three to twelve. Tile roofs shall be allowed. Roofing materials must be of architectural grade. Non-Reflective metal roofs may be allowed but only with the approval of the Board. Metal roofs that are reflective shall not be allowed under any circumstances. Metal roofs shall not be allowed on building or Structures located on Lots less than 2 acres in size.
- 5.16. All residences shall be designed and built taking advantage of low water consumption technology and plumbing fixtures in all areas of the home and landscaping. Wasteful use of water is not permitted.
- 5.17. All residences shall have at least one readily accessible frost free outside hose bib that may be used for initial fire protection purposes.
- 5.18. Outdoor mercury vapor, halogen, sodium, or similar yard lights shall be permitted; provided, however, use thereof is limited to between the hours of 6:00 a.m. to 11 p.m. This provision shall allow accent lighting, porch lights, motion sensitive to similar low intensity lighting not to exceed 350 watts in total.
- 5.19. All Structures erected on any Lot shall be completed within twelve (12) months from the commencement of work. The commencement of work occurs when excavation for the foundation for a Structure is begun; provided; however with good cause shown, the Board may extend this term. Any reconstruction or repair work of any Structures shall be prosecuted diligently and continuously from commencement until completion.
- 5.20. All Lots shall be maintained in a neat and orderly condition during Construction.
- 5.21. All driveways shall be hard surfaced. There shall be only one driveway access to any lot.
- 5.22. All utility wires shall be installed and maintained underground.

- 5.23. All yards, driveways and landscaping must be completed within twelve (12) months from the date of completion of the residence; provided, however with good cause shown, the Board may extend this term.
- 5.24. All fences constructed shall, in their design, take into account the terrain where the fence is located and the appearance and effect that it has on the surrounding lots. It is the intent of this section that fences must minimize any disruptive visual impact and be constructed of materials and colors consistent with the housing structures in the development. A fencing plan must be submitted to the Board for design approval. All fences shall be constructed of wood and preserved with a natural stain the color of which shall be approved by the Board. Fences shall not be allowed in trail or road right of ways or easements. Lot owners should note that fences are allowed within utility easements but it is the lot owner's responsibility to insure they do not place a fence on top of or within 10 feet of any existing utility. Please check with the utility companies prior to constructing a fence. Dog kennels shall be allowed and shall not exceed 300 square feet in size or 8 feet in height and may be constructed of wire fencing. Dog kennels shall not be visible from the road nor adjacent structures and shall meet minimum set back for structures and may be fenced with wire as long as they are screened with landscape. Sport courts and swimming pools may be fenced with wire as long as they are screened with landscape so that said sport court fence cannot be seen from the road or adjacent structures
- 5.25. Exterior colors, including roofing materials and trim, shall be earth tones or shades, approved by the Board but shall be as follows: All large areas of color, such as walls and roofs shall be restricted to tones or shades in earth colors with a range of value between value 7 and value 4 on the 1 - 10 value scale. Any difference in color or change in color between walls, roofs and trim of the structure must have a contrasting hue which keeps different color tones and shades at relative equal values (by example, and only by example, if the base color is a brown (a tone or shade of red) at a mid-value 5, then the trim must be another hue of equal value 5).<sup>1</sup>

## 6. 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

<sup>1</sup> The terms hue and value are defined in Munsell, Albert H. Color Notation. The terms tint, shade and tone are defined in Birren, Faber, History of Color in Painting. (1965).



the Amendment. Amendments must be made in a manner as set for the in this document and the Primary Declaration.

7. **AMENDMENT.**

- 7.1. Amendments to the Declaration shall be made in an instrument in writing entitled "Amendment to Declaration" followed by the name of the community being effected by said Amendment which sets forth the entire Amendment. Notice of any proposed Amendment must be given to all Lot Owners.
- 7.2. 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 of 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.
- 7.3. Declarant reserves the right to amend this Declaration, without approval by Lot Owners, provided, however Declarant shall provide Lot Owners with a copy of any such Amendment within 10 days of execution thereof. Said Amendment shall not affect existing structures.
- 7.4. The Board 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.
- 7.4.1. 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.



- 7.4.2. 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.
- 7.5. 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
- 8. GENERAL PROVISIONS.**
- 8.1. 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.
- 8.1.1. 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.
- 8.1.2. 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.
- 8.1.3. 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.



- 8.2. 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.
- 8.3. 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.
- 8.4. 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.

9. **ENFORCEMENT**

- 9.1. 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.
- 9.2. 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.



- 9.3. 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(s), 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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 Lot Owner or the option of foreclosing the lien on the Lot. 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.

**10. FUTHER 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.

**11. 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 25<sup>th</sup> Day of June 2008.

Declarant  
Teaway Ridge, LLC

  
Patrick D. Deneen, Manager

STATE OF WASHINGTON )  
County of Kittitas ) ss.  
)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick Deneen, to me known to be the Manager, respectively of Teaway Ridge, LLC, a Washington Limited Liability Company, the company that 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 25th day of June 2008.



  
Printed Name: CHERY VARNUM  
Notary Public in and for the State of Washington  
My commission expires: 6-9-09



**EXHIBIT A TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EVERGREEN RIDGE**

THAT PROPERTY AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 11 OF PLATS, PAGE 153-154, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 200806180013, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.



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Page: 1 of 22  
12/30/2004 04:10P  
AMDT 40.00

After recording return to:

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

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DOCUMENT TITLE: SECONDARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR EVERGREEN  
RIDGE - *AMENDED*  
DECLARANT: TEANAWAY RIDGE, LLC, a Washington Limited Liability  
Company  
LEGAL DESCRIPTION: See EXHIBIT "A"  
ASSESSOR'S TAX PARCEL NO.: 20-14-12020-0014

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**SECONDARY DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR EVERGREEN RIDGE  
*AMENDED***

This **SECONDARY** Declaration of Covenants, Conditions and Restrictions for the properties described in EXHIBIT "A" (the "Declaration") is given as of the 28th day of September, 2004, by TEANAWAY RIDGE, LLC, a Washington Limited Liability Company (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, 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.

WHEREAS, the Declarant filed and recorded on 28<sup>th</sup> day of September, 2004 a Declaration Of Covenants, Conditions And Restrictions for the properties described in EXHIBIT "A" which is recorded under Kittitas County Auditors file #2004-09-28-0064 and amended November 19, 2004 under Kittitas County Auditor's file #200411190054. This



Secondary declaration is intended to apply to the specific property identified herein which property is also subject to that Primary declaration.

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.

1.01. "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.

1.02. "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.

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

1.04. "Architectural and Landscaping Review Committee" shall mean the subcommittee of the Association established by the Declarant and after the Transition Date, the Board. The Board shall have the responsibility for reviewing and approving improvements to the Lots by Owners to ensure compliance with this Declaration.



1.05. "Articles" means the Articles of Incorporation of the Association. 1.06. "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.

1.07. "Association" shall mean the Mountain Ridge Resort Communities Owners' Association, a Washington Non-Profit Corporation, comprised of the Lot Owners.

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

1.09. "Board of Directors" and "Board" shall mean the individuals selected by the Declarant or elected by the Association to manage and administer the Mountain Ridge Resort Communities Owners' Association in accordance with the Bylaws of the Association 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, which, with this Declaration, provide for the organization of the Association and for the administration of the Association.

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 Mountain Ridge Resort Communities to this Declaration or in any conveyance to the Association, 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 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 party developing the Property and signing this Declaration, or the heirs, successors or assigns thereof.

1.14. "Declaration" means this Declaration of Covenants and Easements for the Property as defined in Section 1.31 of this document 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 sales 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.

1.19. "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.

1.20. "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.

1.21. "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.

1.22. "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.

1.23. "Mountain Ridge Resort Communities" shall refer to the Property, including any Additional Properties added pursuant to Section 2.

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

1.25. "Owner" means the Person or Persons, including Declarant, owning any Lot 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 Lot. If a Lot 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 Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from its obligations incurred prior to termination.

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

1.27. "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.

1.28. "Primary Declaration" means that certain Declaration the Declarant filed and recorded on 28<sup>th</sup> day of September, 2004, a Declaration Of Covenants, Conditions And Restrictions For Mountain Ridge Resort Communities which is recorded under Kittitas County Auditors file #2004-9280063 .

1.29. "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.

1.30. "Property" shall mean the property described herein and shall also ~~specifically include any Additional Properties added pursuant to Primary Covenants Section 2 and/or Section 2 of this document~~ , and including all improvements and structures now or hereafter placed thereon.

1.31. "Secondary Declaration" means this Declaration of Covenants and Easements as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

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

1.34. "Transition Date" shall mean the date upon which the rights of the Declarant are transferred to the Board as provided for in the Primary Declaration.

1.35. "Water Company" shall mean LCU 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 as it may be amended in the future 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. The annexation of such real property shall be accomplished by (i) the annexation of such Additional Property to this Declaration and as it may be amended in the future in accordance with the provisions thereof or (ii) a Supplemental Declaration subjecting the Additional Property to this Declaration and as it may be amended in the future, 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.

2.3. Withdrawal of Property. Privately Owned Amenities 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 if the property to be withdrawn was originally included in error or if the withdrawal is for the purpose of making minor adjustments to boundary lines. 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 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.

2.4. 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 entity qualifying under Section 501(c)(3) of the Internal Revenue Code or similar provisions or other legal entity, 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 desiring to do any of the following: 1) construct, 2) alter, 3) repair, or 4) replace any Structure on the Lots, including, but not limited to, a residence, garage, outbuildings or other building and/or fences, landscaping, and/or to remove any trees on the Lot, or grade or alter the earth on any lot (collectively "the work") shall, prior to construction, submit in writing to the Architectural and Landscaping Review Committee of the Association a request for review and approval, together with a set of plans and 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 Board so designates be in form approved by the Board, and delivered to the Board 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 construction, 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 Board. The Board may require the submission of such additional information as may be reasonably necessary to consider any Application.

3.2. Declarant shall have a reasonable time to review the Application and any additional information as may be requested relative thereto which time is at least ninety- (90) days. 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 and approval of the Application shall not be unreasonably withheld. In the event the Board has not requested additional information or given approval or disapproval of the Application within 90 days from the date the Application, or additional information if applicable was delivered to it, the Application shall be deemed approved; provided, however, failure by Board to act on the Application for approval within the specified time period shall not relieve the Lot Owner from the requirements set forth under this document including the construction, appearance and type of structures permitted on the Lot. In the event an Application is denied approval, the Declarant shall provide, in writing, reasons for said denial.

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

3.4. The Board 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. PROPERTY RESTRICTIONS.

4.01 Each Lot Owner shall use their respective Lot exclusively for residential purposes except as otherwise provided herein and in such a manner as to not interfere with the reasonable use and enjoyment of a Lot by the other respective Lot Owners or otherwise constitute a nuisance to the other Lot Owners.

4.02 No dwelling shall be erected, altered, placed, or permitted to remain on the Lots other than one (1) single-family residence except as otherwise provided herein. No



Lot shall be used for any purpose other than a single-family residence, except as allowed herein or in the Primary Declaration.

4.03 No business or commercial activity is allowed on any Lot, including but not limited to, storage of materials, parking of commercially used vehicles with over two axels or machines or placement of commercial signs. The commercial breeding of animals is prohibited on any Lot. Home office activities are allowable provided (i) all such business is conducted totally within the residence on the Lot; (ii) no more than two employees, not including the residents of the Lot, are based on the Lot; (iii) no commercial signs or advertising are visible; and (iv) the residential nature of the development is not disrupted by this activity or by frequent traffic or parking.

4.04 Commercial farming, ranching, logging manufacturing and/or agriculture, or the like, is not allowed on any Lot.

4.05 No Lot Owner shall carry on any activity of any nature whatsoever on any Lot that is in violation of laws and statutes of the United States of America, the State of Washington, Kittitas County or any other applicable governing body now existing or hereafter created.

4.06 The property shall be kept in a predominantly natural wooded state. Small lawns, flowers and gardens may be planted, provided the landscaped area removed ~~from the natural wooded state shall not exceed 5000 square feet for lots over 1 acre and 3,000~~ square feet for lots 1 acre or less. Vegetation should be of the natural occurring variety. All landscaping designs should rely on water conservation technologies. There shall be no removal of healthy live deciduous or coniferous trees unless said removal is part of a landscaping plan or tree thinning plan submitted to and approved by the Declarant or, after Transition Date, the Board. Removal of trees is allowable for building sites. Prior to removal of any trees, a landscaping plan or tree thinning plan shall be submitted to the Declarant for design approval. Said plan must show how the natural environment will be maintained. This section specifically recognizes that tree thinning may be needed. Trees shall be thinned in such a manner to enhance the natural environment. The tree thinning plan shall make allowance for reforestation. As trees are thinned and others removed for building sites, young small trees shall be planted and maintained to continue to enhance the natural environment. The species of the trees shall be consistent with the natural species on the Property. The intent of this section is to maintain the Property as a natural growing forest with different levels of forest canopies with a mix of the natural species. Approval of said plan shall only be granted if said plan is consistent with the intent of this section, i.e. to maintain the area in a forested natural state. This section shall in no way limit a property owner's right to remove a tree which may be diseased, or constitute a hazard or be a threat to life or property. Submissions of such plans shall be made as described in Section 3.



4.07 There shall be no storage of any environmentally dangerous materials on any Lot.

4.08 Only those pets listed in Section 1.27 shall be allowed. All pets shall be properly restrained, fenced, maintained and otherwise kept so as to not interfere with any other Lot and/or so as to cause any threat or harm to any person or animal, nor the Lot Owner's use of their property. Activities such as raising pets for 4-H type activities is permitted as well as the breeding and selling of no more than two (2) litters total pets per year. Pets, as listed above, are permitted within the trail easements only when accompanied by their owners or owner's agent(s), and are under leash. Proper animal husbandry practices shall be employed to maintain animals in a healthy environment and condition at all times. There shall be no more than 3 pets, as listed above, maintained outside of the primary residence.

4.09 No open fires shall be permitted except (i) when approved by the local fire department, or county, the controlling state agency and the Declarant, and (ii) when contained within a barbecue pit or a rock or concrete lined fire ring not more than 4 feet in diameter.

4.10 No inoperable, and/or uninsured, and/or unlicensed motor vehicles, machinery, equipment, camper, boat, boat trailer, recreational vehicle, or similar item shall be stored on any portion of any Lot except within an enclosed garage or outbuilding as allowed under this Declaration.

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4.11 No motor vehicle, machinery and/or equipment repair work shall be performed for more than a twenty-four (24) hour period unless contained in a fully enclosed garage or outbuilding. Repair work may only be done on a Lot Owners equipment and said work on any equipment shall not exceed 2 days in any month or be completed inside of a building in such a manner so that the work is shielded from view.

4.12 Except on an occasional and temporary basis not to exceed ten (10) days, no more than three vehicles may be parked outside of a garage or building on any Lot. Said vehicles must be in running condition, licensed and insured. It is the intent of these covenants to allow residents and/or Lot Owners to park their personal operating vehicles on their Lot. It is further the intent of these covenants not to allow storage or display of unused or inoperable vehicles, outside of a garage or building on any Lot.

4.13 One recreational vehicle or travel trailer per Lot that is licensed and insured and in good running condition may be parked outside of a garage provided said vehicle is parked in an area on either the rear or side of the residence and that said vehicle or trailer is screened from view of the street by an approved fence or vegetation. There shall be no inhabitation of any recreational vehicles, trailers, or other items that are parked on the property before or after construction except on a temporary basis not to exceed 14 days continuously or 30 days in any given year. Prior to construction, a recreational vehicle may be parked on the property for a period not to exceed four(4)weeks per year. With the written



approval of the Declarant or, after the transition date, the Board a recreational vehicle or travel trailer may be parked on the Lot during home construction for a period not exceeding six (6) months.

4.14 Except on an occasional and temporary basis not to exceed ten (10) days, no more than four boats, snowmobiles, trailers, or other recreational items, or any combination thereof, may be parked outside of a garage or building on any Lot; provided, however, such items must be licensed, insured, and in operating condition and must be parked in an area on either the rear or side of the structure and screened from view of the street by an approved fence or vegetation.

4.15 Each Lot shall be maintained in good order, condition and repair and shall be kept in a clean, sanitary condition at all times. The Lot shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, equipment, and building materials (temporary storage during construction phases excluded), and any repairs, painting, landscaping, and/or maintenance shall be prosecuted diligently and continuously from commencement until completion in order to maintain the appearance and condition of the Structures and the Lot. The use of blue tarps is not permitted. Earth toned colored tarps will be permitted. All landscaping shall be maintained as provided in the owners landscaping plan and meet the landscaping maintenance criteria that is established by the Declarant. Said criteria may be modified by the Declarant.

4.16 Garbage receptacles and trash cans shall be sanitary and in complete conformity with municipal sanitary rules and regulations. All garbage and trash containers must be stored in such a manner so that they are not visible from another Lot or from any county or private road and protected from animals. No trash, garbage, ashes, yard rakings, or other organic materials resulting from landscaping activities or other refuse shall be thrown, dumped, piled, stacked, or allowed to accumulate in any way on any Lot, street or driveway; provided, however, each Lot Owner shall be allowed to store organic material in a compost container which shall not be located closer than 50 feet of a Lot line. There shall be no burning of garbage or trash.

4.17 Any damage to streets, property improvements, entry structures, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, tenants, agents, visitors, friends, relatives or service personnel shall be repaired by such Lot Owner within ten (10) days from the occurrence of such damage. If the damage is not repaired within the time specified the Declarant may repair said item and charge the Lot Owner for said repair, including any administrative charges.

4.18 No noxious or offensive activity, including but not limited to the creation of excess levels of noise, dust, noxious odors, or storage of materials or equipment which may be visually offensive, shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Lot Owners or tenants. The validity of any claims or complaints under this section shall rest with the Declarant and

Lot Owners agree to abide by any decisions of the Declarant and/or Board regarding ceasing activities found to not be in compliance with this section.

4.19 Weapons shall be permitted on the Property but may not discharged except for reasons of self-defense. No discharge shall be allowed such that it violates any law, endangers life, limb or property, or interferes with the use and enjoyment of the Property by any Lot Owners. Items considered to be weapons shall include but not be limited to bows and arrows, cross bows, any pistol or rifle, shotgun, slingshot, BB gun, or pellet gun, paint ball gun, including any device that propels any object through the air at dangerous speeds. No hunting, trapping, or killing of wildlife shall be allowed on the Property except when reasonably necessary to avoid eminent threat of harm or death.

4.20 No oil, gas or other mineral drilling (not including water), development operations, refining, coring, or other mining operations of any kind shall be permitted upon, in or under any Lot, nor shall wells, tanks, tunnels, or mineral excavations be permitted upon or under any Lot. No structure designed for use in boring for oil or natural gases shall be erected, maintained, or permitted upon any Lot. Propane tanks and heating oil tanks for residential use are allowed.

4.21 There shall be no parking of vehicles on or within any road right of way or within any road easement.

4.22 Except as provided in this Section, no vehicles having in excess of two axels may be parked or stored on any Lot in excess of eight (8) hours. This is not intended to prevent the storage of a motor home as provided within this document.

4.23 All vehicles operated within the Property must be licensed, insured and street legal and must be operated by a licensed driver and only operated on the roads within the property. 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.

## 5. BUILDING AND CONSTRUCTION REQUIREMENTS:

5.01. No dwelling or other structure shall be maintained, constructed, located, modified or repaired on any Lot in violation of the requirements of any applicable governmental agency.

5.02 No structure shall be maintained, constructed, located, modified, or repaired on any Lot without the Lot Owner or the Lot Owner's contractor obtaining a building permit and any other permits required by any and all governmental agencies and written approval from the Declarant.

5.03. No Structure shall be constructed, located, modified, or repaired on any Lot without the Lot Owner submitting the plans to Board for review and approval pursuant to



Section 3 herein. The Lot Owner shall receive written approval from the Board, to be included in County Building Permit Application, before beginning any construction activity of any kind on any Lot including but not limited to earth grading, tree cutting, landscaping, or construction.

5.04 All building designs shall meet the guidelines set forth by the Kittitas County Fire Marshal. All site development, driveways and access routes shall be constructed in such a manner that will allow fire and rescue vehicles access to all Structures on a Lot.

5.05 All residences shall be built to the Building Code, which is adopted by the governmental authority having jurisdiction over the construction of structures within the lot.

5.06 No pre-manufactured home, mobile home, modular home, trailer home, factory built home, or prefabricated home, shall be allowed to be placed on or erected on any Lot, whether temporary or permanent.

5.07 No structures of a temporary character or nature (other than temporary construction-related structures), trailers, shack, garage, barn, mobile homes, or other outbuildings shall be installed, stored, placed or used on any Lot either temporarily or permanently, except as allowed herein or in the Primary Declaration

5.08 No part of any building shall be located on any Lot of over two acres in size nearer than 25 feet from the front lot line and 25 feet from side and back lot lines, even in the event the adjacent Lot is under the same ownership. No part of any building shall be located on any Lot of two acres or less in size nearer than 20 feet from the front lot line and 15 feet from side and back lot lines, even in the event the adjacent Lot is under the same ownership. A variance may be requested and will be granted on a case by case basis depending on the Lots characteristics.

5.09 Total Lot coverage by the residence and any additional buildings shall not exceed Twenty-Five Percent (25%) of the total Lot area.

5.10 All single family residences on Lots over two (2) acres in size must have a minimum footprint of 1800 square feet or minimum living space of 2200 square feet. Lots 2 acres or less in size must have a minimum footprint of 1100 square feet or minimum living space of 1100 square feet (not including garages, porches, decks and/or patios). Residences shall not exceed 30 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less.

5.11 A single, separate living space or "guest house" with a foot print not exceeding 1,000 square feet shall be a permitted outbuilding on Lots that are 2 acres or greater



in size unless otherwise not allowed by Governmental Authority. The Guest House shall not be constructed prior to the construction of the single family residence on the Lot.

5.12 Garages and outbuildings shall be permitted, provided that:

5.12.1 No garage or outbuilding shall be constructed prior to the construction of the single family residence;

5.12.3 All garages and other outbuildings shall be consistent with the single family residence constructed on a Lot as to the exterior finish, style, and color scheme used.

5.12.4 Garages and outbuildings shall conform with the exterior color and roofing material requirements of the provisions provided herein.

5.12.5 Each such garage and/or outbuilding shall have a footprint of no less than 400 square feet. Each such garage and/or outbuilding shall have a footprint of no more than 2400 square feet on Lots over 2 acres and 1000 square feet on Lots 2 acres and under; provided, however one garden-type shed which is less than 400 square feet may be constructed after approval by the Board. One gazebo that is less than 400 square feet shall be allowed per lot. Garages shall not exceed 30 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less

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5.12 Architectural design of all buildings or Structures shall be consistent with conventional wood frame, metal frame, brick, masonry, or log construction and of a style based primarily on one or more rectangular shapes.

5.13 Exterior finish shall be rock (either natural or cultured), log, masonry, natural wood and/or natural wood siding. No plywood, T1-11, or the like, nor board and batten siding may be used. Color shall be approved by Board.

5.14 Roofs shall be of conventional gable or hip design and have a minimum roof slope of six to twelve and the minimum overhang of eaves from the outside wall surface shall be 18 inches as measured along an extension of the slope of the roof. Porch roofs attached to the main structure may be approved with a flatter pitch not to be less than three to twelve. Tile roofs shall be allowed. Roofing materials must be of architectural grade. Non Reflective metal roofs may be allowed but only with the approval of the Board. Metal roofs that are reflective shall not be allowed under any circumstances. Metal roofs shall not be allowed on building or Structures located on Lots less than 2 acres in size.

5.15 All residences shall be designed and built taking advantage of low water consumption technology and plumbing fixtures in all areas of the home and landscaping. Wasteful use of water is not permitted.

5.16 All residences shall have at least one readily accessible frost free outside hose bib that may be used for initial fire protection purposes.

5.17 Outdoor mercury vapor, halogen, sodium, or similar yard lights shall be permitted; provided, however, use thereof is limited to between the hours of 6:00 a.m. to 11 p.m. This provision shall allow accent lighting, porch lights, motion sensitive to similar low intensity lighting not to exceed 350 watts in total.

5.18 All Structures erected on any Lot shall be completed within twelve (12) months from the commencement of work. The commencement of work occurs when excavation for the foundation for a Structure is begun; provided, however with good cause shown, the Board may extend this term. Any reconstruction or repair work of any Structures shall be prosecuted diligently and continuously from commencement until completion.

5.19 All Lots shall be maintained in a neat and orderly condition during Construction.

5.20 All driveways shall be hard surfaced. There shall be only one driveway access to any lot.

5.21 All utility wires shall be installed and maintained underground.

5.22 All yards, driveways and landscaping must be completed within twelve ~~(12) months from the date of completion of the residence; provided, however with good cause shown, the Board may extend this term.~~

5.23 All fences constructed shall, in their design, take into account the terrain where the fence is located and the appearance and effect that it has on the surrounding lots. It is the intent of this section that fences must minimize any disruptive visual impact and be constructed of materials and colors consistent with the housing structures in the development. A fencing plan must be submitted to the Board for design approval. All fences shall be constructed of wood and preserved with a natural stain the color of which shall be approved by the Board. Fences shall not be allowed in trail or road right of ways or easements. Lot owners should note that fences are allowed within utility easements but it is the lot owner's responsibility to insure they do not place a fence on top of or within 10 feet of any existing utility. Please check with the utility companies prior to constructing a fence. Dog kennels shall be allowed and shall not exceed 300 square feet in size nor 8 feet in height and may be constructed of wire fencing. Dog kennels shall not be visible from the road nor adjacent structures and shall meet minimum set back for structures and may be fenced with wire as long as they are screened with landscape. Sport courts and swimming pools may be fenced with wire as long as they are screened with landscape so that said sport court fence can not be seen from the road or adjacent structures



5.24 Exterior colors, including roofing materials and trim, shall be earth tones or shades, approved by the Board but shall be as follows: All large areas of color, such as walls and roofs shall be restricted to tones or shades in earth colors with a range of value between value 7 and value 4 on the 1 - 10 value scale. Any difference in color or change in color between walls, roofs and trim of the structure must have a contrasting hue which keeps different color tones and shades at relative equal values (by example, and only by example, if the base color is a brown (a tone or shade of red) at a mid-value 5, then the trim must be another hue of equal value 5).<sup>1</sup>

**6. 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 for the in this document and the Primary Declaration.

**7. AMENDMENT.**

7.1 Amendments to the Declaration shall be made in an instrument in writing entitled "Amendment to Declaration" followed by the name of the community being effected by said Amendment which sets forth the entire Amendment. Notice of any proposed Amendment must be given to all Lot Owners.

7.2 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 of 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.

<sup>1</sup> The terms hue and value are defined in Munsell, Albert H. Color Notation. The terms tint, shade and tone are defined in Birren, Faber. History of Color in Painting. (1965).



7.3 Declarant reserves the right to amend this Declaration, without approval by Lot Owners, provided, however Declarant shall provide Lot Owners with a copy of any such Amendment within 10 days of execution thereof. Said Amendment shall not affect existing structures.

7.4 The Board 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.

7.4.1 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.

7.4.2 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.

7.5 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

**8. GENERAL PROVISIONS.**

8.1 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.

8.1.1 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.

8.1.2 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.

8.1.3 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.

8.2 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.

8.3 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.~~

8.4 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.

## 9. ENFORCEMENT

9.1 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.

9.2 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.

9.3 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(s), 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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 Lot Owner or the option of foreclosing the lien on the Lot. 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.

**10. FUTURE 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.

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

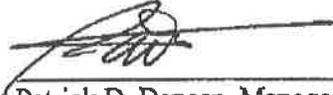


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Page: 20 of 22  
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Kittitas Co Auditor PORT QUENDALL

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set their hand and seal as of the 29<sup>th</sup> day of December, 2004.

Declarant  
Teanaway Ridge, LLC

  
Patrick D. Deneen, Manager

STATE OF WASHINGTON )  
 ) ss.  
County of Kittitas )

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick Deneen, to me known to be the Manager, respectively of Teanaway Ridge, LLC, a Washington Limited Liability Company, the company that 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 29<sup>th</sup> day of December, 2004.



  
Printed Name: Schirree Sullivan  
Notary Public in and for the State of Washington  
My commission expires: 9-9-05



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Page: 21 of 22

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Kittitas Co Auditor

PORT GUENDALL

**EXHIBIT A TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EVERGREEN RIDGE**

THAT PORTION OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 19 OF SURVEYS, PAGE 198, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 566465, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, AND OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 25 OF SURVEYS, PAGE 193, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 200012290029, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, WHICH IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 89°11'40" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12, 1322.41 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 00°30'01" WEST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12, 262.72 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°29'59" EAST, 267.63 FEET; THENCE SOUTH 43°20'54" EAST, 359.02 FEET; THENCE SOUTH 50°42'52" EAST, 148.89 FEET; THENCE SOUTH 58°00'19" EAST, 326.84 FEET; THENCE NORTH 34°16'17" EAST, 95.05 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 60°36'59" WEST, 248.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°06'49" AN ARC LENGTH OF 221.24 FEET; THENCE SOUTH 68°16'12" EAST, 60.00 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 68°16'12" WEST, 308.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°32'29" AN ARC LENGTH OF 67.42 FEET; THENCE SOUTH 34°16'17" WEST, 175.50 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1230.00 FEET THROUGH A CENTRAL ANGLE OF 18°46'45" AN ARC LENGTH OF 403.14 FEET; THENCE SOUTH 53°03'02" WEST, 407.70 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID



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Page: 22 of 22  
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CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET THROUGH A CENTRAL ANGLE OF 17°00'15" AN ARC LENGTH OF 71.23 FEET; THENCE SOUTH 36°02'48" WEST, 215.62 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'50" AN ARC LENGTH OF 47.12 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF SR 903; THENCE NORTH 53°57'02" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY MARGIN, 120.00 FEET TO A POINT ON A CURVE WHOSE RADIUS POINT BEARS NORTH 36°02'58" EAST, 30.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'10" AN ARC LENGTH OF 47.13 FEET; THENCE NORTH 36°02'48" EAST, 215.62 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 17°00'15" AN ARC LENGTH OF 89.03 FEET; THENCE NORTH 53°03'02" EAST, 77.29 FEET; THENCE NORTH 36°56'58" WEST, 346.52 FEET; THENCE SOUTH 66°58'24" WEST, 125.95 FEET; THENCE NORTH 89°07'41" WEST, 7.87 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 00°30'01" EAST, 1105.73 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

After recording return to:

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



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**DOCUMENT TITLE:** PRIMARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR EVERGREEN  
RIDGE - *AMENDED*

**DECLARANT:** TEANAWAY RIDGE, LLC, a Washington Limited Liability  
Company

**LEGAL DESCRIPTION:** See EXHIBIT "A".

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**ASSESSOR'S TAX PARCEL NO.:** 20-14-12020-0014

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**PRIMARY DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR EVERGREEN RIDGE  
*AMENDED***

This Primary Declaration of Covenants, Conditions and Restrictions for the property described in EXHIBIT "A" (the "Declaration") is given as of the 28th day of September, 2004, and amended December 20, 2004 by TEANAWAY RIDGE, LLC, a Washington Limited Liability Company (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, 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.

**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.

1.01 "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.

1.02 "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.

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

1.04 "Architectural and Landscaping Review Committee" shall mean the subcommittee of the Association established by the Declarant and after the Transition Date, the Board. The Board shall have the responsibility for reviewing and approving improvements to the Lots by Owners to ensure compliance with this Declaration.

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

1.06 "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.

1.07 "Association" shall mean the Mountain Ridge Resort Communities Owners' Association, a Washington Non-Profit Corporation, comprised of the Lot Owners.

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

1.09 "Board of Directors" and "Board" shall mean the individuals selected by the Declarant or elected by the Association to manage and administer the Mountain Ridge Resort Communities Owners' Association in accordance with the Bylaws of the Association 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, which, with this Declaration, provide for the organization of the Association and for the administration of the Association.

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 Mountain Ridge Resort Communities to this Declaration or in any conveyance to the Association, 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 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 party developing the Property and signing this Declaration, or 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 sales 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 "Mountain Ridge Resort Communities" shall refer 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 LCU 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. 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.

2.3 Withdrawal of Property. Privately Owned Amenities 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 if the property to be withdrawn was originally included in error or if the withdrawal is for the purpose of making minor adjustments to boundary lines. 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 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.



2.4 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 desiring to do any of the following: 1) construct, 2) alter, 3) repair, or 4) replace any Structure on the Lots, including, but not limited to, a residence, garage, outbuildings or other building and/or fences, landscaping, and/or to remove any trees on the Lot, or grade or alter the earth on any lot (collectively "the work") shall, prior to construction, submit in writing to the Architectural and Landscaping Review Committee of the Association a request for review and approval, together with a set of plans and 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 Board so designates be in the form approved by the Board, and delivered to the Board 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 construction, 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 Board. The Board may require the submission of such additional information as may be reasonably necessary to consider any Application.

3.2. Declarant shall have a reasonable time to review the Application and any additional information as may be requested relative thereto which time is at least ninety- (90) days. 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 and approval of the Application shall not be unreasonably withheld. In the event the Board has not requested additional information or given approval or disapproval of



the Application within 90 days from the date the Application, or additional information if applicable was delivered to it, the Application shall be deemed approved; provided, however, failure by Board to act on the Application for approval within the specified time period shall not relieve the Lot Owner from the requirements set forth under this document including the construction, appearance and type of structures permitted on the Lot. In the event an Application is denied approval, the Declarant shall provide, in writing, reasons for said denial.

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

3.4. The Board 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, telephone, cable and electricity is available to each Lot at or near the Lot boundary.

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

4.3 Antennas and Satellite Dishes shall not be visible from any street or road and shall be attached to a residence or outbuilding and not extend beyond the top of the residence or outbuilding.

**5. WATER**

5.1 The Property may be served by a private water company, LCU, 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. For rate and usage rules contact the Water Company at P.O. Box 254, Cle Elum, WA 98922.

5.2 If a Lot is within the LCU Inc. water service area, as now existing or hereafter amended, the Lot Owner must connect to the LCU Inc. water system and receive all of its water from LCU Inc. Lot Owners shall abide by the LCU Inc. water system plan as approved by the Washington State Department of Health and any rules adopted by LCU Inc. to implement the plan. Lot Owners, if water is provided by LCU, Inc., shall submit a request for a water hookup to LCU Inc. Water meters shall be leased to Lot Owner by LCU Inc. under such terms and conditions as are set by LCU Inc. 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 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.

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 If the property is served by the Water Company, 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.~~

5.8 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 six (6) months after the Lot is purchased from the Declarant with the closing date of the transaction starting the six 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 may be served by either private septic systems or a private utility company (hereinafter the "Utility Company"). Each Lot may be sold with either an approved septic system or a collection pipe and valve which leads to a community drain field or sewer system. If a Lot is served by a septic system or community drain field and at some time in the future the Utility Company or other entity approved by the Utility Company provides a sewer or community drain field connection to the Lot line, at the option



of the Utility Company, said Lot shall connect to said connection and pay any and all connection fees and monthly fees that may apply.

6.2 Lots that are provided a connection to a community drain field or sewer 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 Utility Company. 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's septic components, including but not limited to bio-filter, effluent pump, check valve, septic tank, and pump chamber as required by the Utility Company. It shall be the Lot Owner's responsibility to, in a timely manner, repair or replace any non-functioning component, including but not limited to bio-filter, effluent pump, tank or tanks, or check valve with replacement parts approved by the Utility Company. Failure of the Lot Owner to maintain the system as required; or repair or replace any non-functioning portion of the system in a timely manner as required shall be just cause for the Utility 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 six (6) months after the Lot is purchased from the Declarant with the closing date of the transaction starting the six month period, which ever occurs first. Non-occupied Lots owned by the Declarant are specifically exempt from this section.

6.3 The Utility Company shall provide for disposal of the effluent generated by the septic tank and pump chamber 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 Utility 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 Utility Company and receive a septic or sewer hookup approval from the Utility Company to connect to the community drainfield or sewer system, for said Lot. No portion of a lot's sewer or septic system may be placed in service and septic tanks and pump chambers must remain dry and unused until septic hookup to the community septic system is inspected and approved by the Utility Company and completed. If any portion of the system is placed in service before inspection and approval, in violation of this section, the Utility 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 Utility Company.

6.6 The Utility 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 In the event that a regional sewer system is approved, designed, funded, and built, which serves the Property it shall be required that the individual Lots in any portion of the Mountain Ridge Resort Communities will connect to said regional sewer system in a timely manner as determined by and coordinated through the Utility Company. Any and all charges or fees imposed by said regional sewer system for said connection shall be borne by the individual Lot Owners.

7. EASEMENTS.

7.1 Access Easements. Declarant hereby grants, declares, reserves all rights to, and establishes the following access easements:

7.1.1 As used herein, the word "access" shall mean ingress and egress by vehicle and/or pedestrian 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 indicated Lots. 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.

7.2 Declarant does hereby establish, create and reserve for the benefit of itself and all Lot Owners, and their respective heirs and assigns, the easements shown on the face of the various community plats, and/or Surveys and attached to this document as the Exhibit "B-1". Exhibit "B-2" may be amended at any time by the Declarant. Notwithstanding the foregoing there shall be a 15 foot easement created and established on each side of all lot lines. This easement shall be expanded to a 20 foot easement that is established on the outside of lots boarding the perimeter of the community which may be used for walking and biking trails as well as utility corridors and fire breaks. 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.

7.3 Utility Easements. Easements shown on the face of the Community Plat and/or surveys for utility service are hereby established, created and reserved for the benefit of the 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 Date.



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. 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 There shall be no signs on the lot or easement, including but not limited to, signs advertising portion of the property for sale, no trespassing signs, political signs, or commercial signs for the purpose of advertising a business. A name sign may be displayed not to exceed five (5) square feet.

7.8 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 roads, trail easements, drainages and rights of way. The access easements within the Property which provide access from the County and/or State Roads or Highways to the Lots are private roads and shall be maintained by the Association, with the cost of all approved road improvements and/or maintenance and snow removal shared equally by the Lot Owners served by such roads, based upon the number of Lots within the Mountain Ridge Resort Communities 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.

8.1 Annual Maintenance, not including snow plowing. The Declarant shall, on or before the 15<sup>th</sup> day of May of each year, present via U.S. mail, to the property owners a report (the "Road Report") that provides information on the condition of the roads and includes recommendations for their improvements and/or maintenance in the form of a motion(s) accompanied with a minimum of two bids for each motion. If the Declarant finds that no annual maintenance of the roads is required the Declarant shall not provide a report.

8.1.1 Any Lot Owner, after the Transition Date, may provide a supplemental report for road improvements and/or maintenance to the Board by the 1<sup>st</sup> day of June of the same year. Said supplemental report must include recommendations in the form



of motions and include two bids for said improvements and/or maintenance. The Board shall incorporate these supplemental motions into a revised Road Report which shall be mailed to the Lot Owners, together with a "Road Maintenance Ballot" on or before the 15<sup>th</sup> day of June of the same year.

8.1.2 Each Lot Owner shall vote on the proposed motions and return their completed Road Maintenance Ballot to the Declarant on or before the 1<sup>st</sup> day of July of the same year.

8.1.3 In the event a Lot Owner does not return its completed Road Maintenance Ballot to the Declarant on or before the 1<sup>st</sup> day of July the same year, Declarant shall be deemed to have the right to cast the unreturned vote(s) as it deems appropriate, in its sole discretion; provided, however, all such unreturned votes shall be cast the same.

8.1.4 It shall require approval by the majority of affected Lot Owners to pass any motion.

8.1.5 Lot Owner qualifications for voting on these issues are as described in Section 1.19 of this document.

8.2 Snow Removal. The Declarant 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 responsibly 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. MOUNTAIN RIDGE ACTIVITY CENTER AND COMMON AREAS.

Declarant intends to, but is not obligated 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 Lot



Owners. The Activity Center, common areas and trails (collectively, the "Common Elements") shall be owned and managed by Mountain Ridge Activity Center, Inc., a Washington corporation to be formed; provided, however, in the event the Mountain Ridge Activity Center, Inc. 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.

9.1 Each Lot shall have use of the Common Areas as set forth in the OPERATING RULES AND REGULATIONS OF THE MOUNTAIN RIDGE ACTIVITY CENTER as may be adopted and amended by the Board of Directors of the Mountain Ridge Activity Center, Inc., and/or the association in the event it owns and/or manages all or a portion of the common elements and shall be liable for an equal pro-rata share in and to the annual costs and expenses relative thereto. Such rights and the obligation for dues will commence upon the opening of the Mountain Ridge Activity Center or any trails of common 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 Mountain Ridge Activity Center, Inc. shall estimate the net charges to be paid during each year and shall include a reasonable reserve fund for maintenance, repairs and replacement of the Common Areas and for acquisition and operating reserves (the "Activity Center Budget"). The Activity Center Budget shall be presented to the Association on or before the 1<sup>st</sup> day of March of each year, and the "Activity Center Assessment" shall be payable equally by all Lot Owners on an annual basis. If said estimated sum proves inadequate for any reason, Mountain Ridge Activity Center, Inc. may at any time levy a further assessment.

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 Mountain Ridge Resort. 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 shall establish.

**10. DESIGNATION OF COMMUNITY IMPROVEMENTS.**

10.1 Initial Community Improvements. The initial Community Improvements are more particularly described on the attached Exhibit "B".

10.2 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.

10.3 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.

10.4 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 and easement in and to the Community Improvements for the uses for which they are established, which easement 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 regulation 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 Mountain Ridge Resort 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



200412300040

Page: 15 of 32  
12/30/2004 04:10P  
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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 Mountain Ridge Resort or identifying trails 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 and other motorized off-road vehicles may not be operated within the Community Improvements. Snowmobiles will be allowed to operate within the Property within the guidelines laid out in the Snowmobile Operation Policies and Procedures. Note: Lot Owners may lose their rights to operate Snowmobiles within the Property if they do not strictly follow all of the Snowmobile Operations Policies and Procedures. Snowmobiles will be required to clearly show an identification number at all times they are operated within the resort. Identification numbers will be issued by the Association after the appropriate application is submitted and processing fee is paid to the Association. All vehicles operated within the Property must be licensed, insured and street legal and must be operated by a licensed driver and only operated on the roads within the property. 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.



11.4 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.

11.4.1 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 Mountain Ridge Resort Communities, including any Additional Properties that may be added as provided herein.

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

12. 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 Mountain Ridge Resort Communities 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.~~

12.1 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.

12.2 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.

13. SECONDARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. Individual areas and plat 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.



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Page: 17 of 32

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14. MOUNTAIN RIDGE RESORT COMMUNITIES OWNERS' ASSOCIATION.

14.1 Organization. An owners' association shall be organized no later than the date the fifty first Lot in the Property is conveyed by Declarant to a third party. 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 and must be a member in the Mountain Ridge Resort Community Owner's Association. Attached as Exhibit "C" is the initial Bylaws of the association which Bylaws shall automatically become effective upon the filing with the Washington State Secretary of State's Office of the Articles of Incorporation. Prior to the establishment of the Association all dues and fees shall be paid to the Declarant. Prior to the Transition Date the Association shall act as an advisory board to the Declarant.

14.2 Board of Directors.

14.2.1 During the Development Period, the Declarant shall be the sole member of the Board of the Mountain Ridge Resort Communities Owners' Association.

14.2.1.1 An interim Board composed of at least three (3) members will be appointed by the Declarant as of the Transition Date and 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.

14.2.1.2 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.

14.2.1.3 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.

14.2.2 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.



14.3 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.

14.3.1 Lots owned by multiple individuals must declare 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.

14.3.2 Votes allocated to a Lot may be cast pursuant to a 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.

14.3.3 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.

14.3.4 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.

14.4 Association Responsibilities.

14.4.1 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.

14.4.2 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.

14.4.3 The Association shall maintain the Entry Statements, Community Areas, and Trails.



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

14.4.5 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.

14.4.6 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.

14.4.7 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.

14.4.8 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.

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

14.5.01 Adopt and amend Bylaws, rules and regulations;

14.5.02 Enforce the provisions hereof;

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

14.5.04 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;

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

14.5.06 Make contracts and incur liabilities;

14.5.07 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;

14.5.08 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 herein.

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

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

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

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

14.5.13 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;

14.5.14 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;

14.5.15 Impose and collect fines for violation of rules, 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 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;

14.5.16 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.

#### 14.6 Liens and Collection of Assessments.

14.6.01 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.

14.6.02 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.~~

14.6.03 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.

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

14.6.05 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.

14.6.06 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.

14.6.07 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.

14.6.08 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.

14.6.09 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.

14.6.10 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.

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

14.7 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.

14.8 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





amendment will become effective when recorded in the Auditor's Records of Kittitas County, Washington.

16.4.1 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.

16.4.2 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.

16.5 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

17. GENERAL PROVISIONS.

17.1 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.

17.1.1 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.

17.1.2 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.



17.1.3 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.

17.2 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.

17.3 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.

17.4 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.

**18. ENFORCEMENT**

18.1 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.

18.2 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.

18.3. 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

**19. 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.

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





**EXHIBIT A TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EVERGREEN RIDGE**

THAT PORTION OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 19 OF SURVEYS, PAGE 198, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 566465, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, AND OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 25 OF SURVEYS, PAGE 193, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 200012290029, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, WHICH IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 89°11'40" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12, 1322.41 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 00°30'01" WEST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12, 262.72 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°29'59" EAST, 267.63 FEET; THENCE SOUTH 43°20'54" EAST, 359.02 FEET; THENCE SOUTH 50°42'52" EAST, 148.89 FEET; THENCE SOUTH 58°00'19" EAST, 326.84 FEET; THENCE NORTH 34°16'17" EAST, 95.05 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 60°36'59" WEST, 248.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°06'49" AN ARC LENGTH OF 221.24 FEET; THENCE SOUTH 68°16'12" EAST, 60.00 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 68°16'12" WEST, 308.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°32'29" AN ARC LENGTH OF 67.42 FEET; THENCE SOUTH 34°16'17" WEST, 175.50 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1230.00 FEET THROUGH A CENTRAL ANGLE OF 18°46'45" AN ARC LENGTH OF 403.14 FEET; THENCE SOUTH 53°03'02" WEST, 407.70 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET THROUGH A CENTRAL



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Page: 30 of 32  
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Kittitas Co Auditor PORT GUENDALL

ANGLE OF 17°00'15" AN ARC LENGTH OF 71.23 FEET; THENCE SOUTH 36°02'48" WEST, 215.62 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'50" AN ARC LENGTH OF 47.12 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF SR 903; THENCE NORTH 53°57'02" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY MARGIN, 120.00 FEET TO A POINT ON A CURVE WHOSE RADIUS POINT BEARS NORTH 36°02'58" EAST, 30.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'10" AN ARC LENGTH OF 47.13 FEET; THENCE NORTH 36°02'48" EAST, 215.62 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 17°00'15" AN ARC LENGTH OF 89.03 FEET; THENCE NORTH 53°03'02" EAST, 77.29 FEET; THENCE NORTH 36°56'58" WEST, 346.52 FEET; THENCE SOUTH 66°58'24" WEST, 125.95 FEET; THENCE NORTH 89°07'41" WEST, 7.87 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 00°30'01" EAST, 1105.73 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO THE TRUE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.



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Page: 31 of 32  
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Kittitas Co Auditor PORT QUENDALL

**EXHIBIT B-1 TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EVERGREEN RIDGE**

**ROCK ROSE DRIVE EASEMENT**

A 60.00 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON; THENCE SOUTH 89°03'43" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 12 1323.30 FEET; THENCE NORTH 00°30'01" EAST 1288.44 FEET; THENCE SOUTH 89°07'41" EAST 7.87 FEET; THENCE NORTH 66°58'24" EAST 125.95 FEET; THENCE SOUTH 36°56'58" EAST 406.52 FEET; THENCE NORTH 53°03'02" EAST 330.40 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1230.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°24'51", AN ARC LENGTH OF 116.23 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE SOUTH 47°23'18" EAST 67.00 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°34'40", AN ARC LENGTH OF 141.96 FEET; THENCE SOUTH 12°48'38" EAST 163.87 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°10'34", AN ARC LENGTH OF 231.23 FEET; THENCE SOUTH 60°59'12" EAST 393.14 FEET TO THE TERMINUS OF SAID EASEMENT.

AT THE TRUE POINT OF BEGINNING OF SAID EASEMENT THE SIDELINES OF SAID EASEMENT ARE TO INTERSECT THE SOUTHEASTERN BOUNDARY OF PAINTBRUSH DRIVE WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH ON THE RIGHT AND CONCAVE TO THE EAST ON THE LEFT.

AT THE TERMINUS OF SAID EASEMENT THE SIDELINES OF SAID EASEMENT ARE TO INTERSECT A LINE DRAWN PARALLEL WITH AND 30.00 FOOT NORTHWESTERLY OF THE CENTERLINE OF RIDGE CREST DRIVE WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE WEST ON THE RIGHT AND CONCAVE TO THE NORTH AND LEFT.



**EXHIBIT B-2 TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EVERGREEN RIDGE**

**RIDGE CREST DRIVE EASEMENT**

A 60.00 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON; THENCE SOUTH 89°03'43" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 12 1323.30 FEET; THENCE NORTH 00°30'01" EAST 1288.44 FEET; THENCE SOUTH 89°07'41" EAST 7.87 FEET; THENCE NORTH 66°58'24" EAST 125.95 FEET; THENCE SOUTH 36°56'58" EAST 406.52 FEET; THENCE NORTH 53°03'02" EAST 330.40 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1230.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°24'51", AN ARC LENGTH OF 116.23 FEET TO THE BEGINNING OF THE ROCK ROSE DRIVE EASEMENT CENTERLINE; THENCE SOUTH 42°23'18" EAST 67.00 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°34'40", AN ARC LENGTH OF 141.96 FEET; THENCE SOUTH 12°48'38" EAST 163.87 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°10'34", AN ARC LENGTH OF 231.23 FEET; THENCE SOUTH 60°59'12" EAST 393.14 FEET; THENCE NORTH 29°00'48" EAST 66.66 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE SOUTH 29°00'48" WEST 356.68 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°48'48", AN ARC LENGTH OF 56.70 FEET; THENCE SOUTH 17°12'01" WEST 100.93 FEET, MORE OR LESS, TO THE NORTHERN RIGHT OF WAY BOUNDARY OF STATE ROUTE 903 AND THE TERMINUS OF SAID EASEMENT. AT THIS POINT THE SIDE LINES OF SAID EASEMENT ARE TO INTERSECT THE RIGHT OF WAY BOUNDARY WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST ON THE RIGHT AND CONCAVE TO THE NORTHEAST ON THE LEFT.

After recording return to:

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



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DOCUMENT TITLE: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN RIDGE RESORT COMMUNITIES

DECLARANT: TEANAWAY RIDGE LLC, A WASHINGTON LIMITED LIABILITY CORPORATION

LEGAL DESCRIPTION:

ASSESSOR'S TAX PARCEL NO.: 20-14-17070-0001

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN RIDGE RESORT COMMUNITIES**

This Declaration of Covenants, Conditions and Restrictions for Mountain Ridge Resort Communities (the "Declaration") is given as of the 1<sup>st</sup> day of September, 2004, by Teanaway Ridge LLC, a Washington limited liability corporation (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, 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,



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:

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.

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" shall mean the subcommittee of the Association established by the Board, consisting of three Association Board members. The Architectural and Landscaping Review Committee shall have the responsibility for reviewing and approving improvements to the lots by Owners to ensure compliance with this Declaration.

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 Mountain Ridge Resort Communities 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 elected by the Association to manage and administer the Mountain Ridge Resort Communities Owners' Association in accordance with the Bylaws of the Association 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, which, with this Declaration, provide for the organization of the Association and for the administration of the Association.

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 Mountain Ridge Resort Communities to this Declaration or in any conveyance to the Association, 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 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 party developing the Property and signing this Declaration, or the heirs, successors or assigns thereof.

1.14. "Declaration" means this Declaration of Covenants and Easements for Teanaway Ridge LLC 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 sales of the Property, from time to time.

1.17. "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.

1.18. "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.

1.19. "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.

1.20. "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.

1.21. "Mountain Ridge Resort Communities" shall refer to the Property, including any Additional Properties added pursuant to Section 2.

1.22. "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.

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

1.24. "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.

1.25. "Property" shall mean the property described herein and shall also specifically include any Additional Properties added pursuant to Section 12, and including all improvements and structures now or hereafter placed thereon.

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

1.27. "Transition Date" shall mean the date upon which the rights of the Declarant are transferred to the Board pursuant to Section 12.

1.28. "Office of Record" shall mean the office of the Declarant and the Association.

1.29. "Pets" shall mean dogs, cats, rabbits, caged birds and fowl, fish in tanks and other small household pets kept for personal enjoyment.

1.30. 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.

## 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. 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.

2.3 **Withdrawal of Property.** Privately Owned Amenities 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 if the property to be withdrawn was originally included in error or if the withdrawal is for the purpose of making minor adjustments to boundary lines. 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 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.

2.4 **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 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 desiring to do any of the following: 1) construct, 2) alter, 3) repair, or 4) replace any Structure on the Lots, including, but not limited to, a residence, garage, outbuildings or other building and/or fences, landscaping and/or to remove any trees on the Lot, or grade or alter the earth on any lot (collectively "the work") shall, prior to construction, submit in writing to the Architectural and Landscaping Review Committee of the Association a request for review and approval, together with a set of plans and specifications and/or a Forestation and Tree Thinning 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 board so designates be in form approved by the board, and delivered to the Declarant at the Office of Record. If the application is delivered after the Transition Date it shall be delivered to the principal office of the Association. 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 construction, as applicable (hereinafter the "Plans"). In addition to the Plans, the Lot Owner shall mark on the Lot the corner points of the Structures to be build for review and approval by the Declarant. The Declarant may require the submission of such additional information as may be reasonably necessary to consider any Application.

3.2 Declarant shall have a reasonable time to review the Application and any additional information as may be requested relative thereto which time is at least sixty-(60) days. 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 and which were established pursuant to Section 14 and approval of the Application shall not be unreasonably withheld. In the event the Declarant has not requested additional information or given approval or disapproval of the Application within 60 days from the date the Application, or additional information if applicable was delivered to it, the Application shall be deemed approved; provided, however, failure by Declarant to act on the Application for approval within the specified time period shall not relieve the Lot Owner from the requirements set forth under this document including the construction, appearance and type of structures permitted on the Lot. Declarant may extend the review time an additional 60 days, without cause, by notifying the Lot Owner in writing. In the event an Application is denied approval, the Declarant shall provide, in writing, reasons for said denial. Declarant

may hire an outside entity to review said plans. Lot Owners shall pay actual costs of said review.

4. UTILITIES

4.1. Power is available to each Lot at or near the Lot boundary.

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

4.3. Antennas and Satellite Dishes shall not be visible from any street or road.

5. WATER. The Property is served by a private water company, LCU, 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. For rate and usage rules contact the Water Company at P.O. Box 254, Cle Elum, WA 98922.

5.1. Lot Owners shall submit a request for a water hookup from the Water Company. Water meters must be leased to Lot Owner by the Water Company under such terms and conditions as are set by the Water Company. 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.

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

5.3. 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 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.

5.4. It is the goal of the Declarant and the Water Company that the water resource be used conserved, 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.

5.5. No additional wells shall be drilled within the boundaries of any Lot, except by the Water Company. No additional wells shall be drilled on any portion of the Property except by the Water Company.

5.6. No cross connections between the Water Company's water system and any other water system shall be 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.

5.7. Other restrictions, regulations and fees may apply to the use of the water provided by the Water Company as shown in the Water Companies Water Plan.

6. SEWER.

6.1. The Property is served by either private septic systems or a private utility company (hereinafter the "Utility Company"). Each Lot is sold with either an approved septic system or a collection pipe and valve which leads to a community drain field or sewer system. If a Lot is served by a septic system or community drain field and at some time in the future the Utility Company or other entity approved by the Utility Company provides a sewer or community drain field connection to the Lot line, at the option of the Utility Company, said Lot shall connect to said connection and pay any and all connection fees that may apply.

6.2. Lots that are provided a connection to a community drain field or sewer 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 approved by the Utility Company. All electrical installations shall in concurrence with the Uniform Electrical Code. It shall be the Lot Owner's responsibility to provide for periodic cleaning and maintenance of the bio-filter, effluent pump, check valve, septic tank, and pump chamber as required by the Utility Company. It shall be the Lot Owner's responsibility to, in a timely manner, repair or replace any non-functioning bio-filter, effluent pump, tank or tanks, or check valve approved by the Utility Company. Non-occupied Lots owned by the Declarant are specifically exempt from this section.

6.3. The Utility Company shall provide for disposal of the effluent generated by the septic tank and pump chamber 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 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.

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 Utility Company and receive a septic hookup approval from the Utility Company to connect to the community drainfield system, for said Lot. Septic tanks and pump chambers must remain dry and unused until

septic hookup to the community septic system is approved by the Utility Company and completed.

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

6.6. The Utility Company reserves the right to limit the nature, quantity and use of the septic service provided to each Lot to a single residential use located on the Lot.

6.7. In the event that a regional sewer system is approved, designed, funded, and built, which serves the Property it shall be required that the individual Lots in any portion of the Mountain Ridge Resort Communities will connect to said regional sewer system in a timely manner as determined by and coordinated through the Utility Company. Any and all charges or fees imposed by said regional sewer system for said connection shall be borne by the individual Lot Owners.

7. EASEMENTS.

7.1. Access Easements. Declarant hereby grants, declares, reserves, and establishes the following access easements:

7.1.1. As used herein, the word "access" shall mean ingress and egress by vehicle and/or pedestrian traffic, and the word "utilities" shall, subject to Paragraphs 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 indicated Lots. 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.

7.2. Declarant does hereby establish, create and reserve for the benefit of itself and all Lot Owners, and their respective heirs and assigns, the easements shown on the face of the various community plats, and attached to this document as the Exhibit "B-1". Exhibit "B-2" may be amended at any time with unanimous agreement of the then listed Declarants. Notwithstanding the foregoing there shall be a 15 foot access easement created and established on each side of all lot lines.

7.3. Utility Easements. Easements shown on the face of the Community Plat for utility service are hereby established, created and reserved for the benefit of the utility providers, for the purposes of ingress, egress, installation, reading, replacing, repairing and maintaining systems, lines, drainage paths, creeks and meters.



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.

7.6. There shall be no additional easements granted on any Lots without the approval of the Declarant. The authority to grant or approved any additional easements is specifically held by the Declarant and can not be modified by the Board or by vote of the Owners.

7.7. There shall be no signs, including but not limited to, signs advertising portion of the property for sale, no trespassing signs or commercial signs for the purpose of advertising a business located within the easement area.

8. ROAD MAINTENANCE AND IMPROVEMENT. The access easements within the Property which provide access from the County Road to the Lots are private roads and shall be maintained by the Association, with the cost of all approved road improvements and/or maintenance and snow removal shared equally by the Lot Owners served by such roads, based upon the number of Lots within the Mountain Ridge Resort Communities 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.

8.1. Annual Maintenance, not including snow plowing. The Declarant shall, on or before the 1st day of May of each year, present via U.S. mail, to the property owners a report (the "Road Report") that provides information on the condition of the roads and includes recommendations for their improvements and/or maintenance in the form of a motion(s) accompanied with a minimum of two bids for each motion. If the Declarant finds that no annual maintenance of the roads is required the Declarant shall not provide a report.

Any Lot Owner, after the Transition Date, may provide a supplemental report for road improvements and/or maintenance to the Board by the 15th day of May of the same year. Provided that said supplemental report includes recommendations in the form of motions and includes two bids for said improvements and/or maintenance, the Board shall incorporate these supplemental motions into a revised Road Report which shall be mailed to the Lot Owners, together with a "Road Maintenance Ballot" on or before the 30th day of May of the same year

Each Lot Owner shall vote on the proposed motions and return their completed Road Maintenance Ballot to the Declarant on or before the 15th day June of the same year.

In the event a Lot Owner does not return its completed Road Maintenance Ballot to the Declarant on or before the 15th day of the same year, Declarant shall be deemed to have the right to cast the unreturned vote(s) as it deems appropriate, in its sole discretion; provided, however, all such unreturned votes shall be cast the same.

It shall require approval by the majority of affected Lot Owners to pass any motion.

Lot Owners qualify for voting on these issues is as described in Section 12 of this document.

8.2. Snow Removal. The Declarant 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 their entry points on to the road system. 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 is determined by the Declarant, and after the Transition Date, the Board's, shall be shared equally by all lot owners.

9. MOUNTAIN RIDGE ACTIVITY CENTER AND COMMON AREAS. Declarant intends to, but is not obligated 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 Lot Owners. The Activity Center, common areas and trails (collectively, the "Common Elements") shall be owned and managed by Mountain Ridge Activity Center, Inc., a Washington corporation to be formed; provided, however, in the event the Mountain Ridge Activity Center, Inc. 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.

9.1. Each Lot shall have use of the Common Areas as set forth in the OPERATING RULES AND REGULATIONS OF THE MOUNTAIN RIDGE ACTIVITY CENTER as may be adopted and amended by the Board of Directors of the Mountain Ridge Activity Center, Inc., and/or the association in the event it owns and/or manages all or a portion of the common elements and shall be liable for an equal pro-rata share in and to the annual costs and expenses relative thereto. Such rights and the obligation for dues will commence upon the opening of the Mountain Ridge Activity Center or any trails of common 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 Mountain Ridge Activity Center, Inc. shall estimate the net charges to be paid during each year and shall include a reasonable reserve fund for maintenance, repairs and replacement of the Common Areas and for acquisition and operating reserves (the "Activity Center Budget"). The Activity Center Budget shall be presented to the Association on or before the 1<sup>st</sup> day of March of each year, and the "Activity Center Assessment" shall be payable equally by all lot owners on an annual basis. If said estimated sum proves inadequate for any reason, Mountain Ridge Activity Center, Inc. may at any time levy a further assessment.

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.

**10. DESIGNATION OF COMMUNITY IMPROVEMENTS.**

**10.1 Initial Community Improvements.** The initial Community Improvements are more particularly described on the attached Exhibit "B".

**10.2 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.

**10.3 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.

**10.4 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. 1

**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 and easement in and to the Community Improvements for the uses for which they are established, which easement 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 regulation by the Association. An Owner or a member of the Owners 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 Mountain Ridge Resort 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 Mountain Ridge Resort or identifying trails 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 and other motorized off-road vehicles may not be operated within the Community Improvements. Snowmobiles will be allowed to operate within the Mountain Ridge Resort within the guidelines laid out in the Snowmobile Operation Policies and Procedures. Note: Lot Owners may lose their rights to operate Snowmobiles within the Mountain Ridge Resort if they do not strictly follow all of the Snowmobile Operations Policies and Procedures. Snowmobiles will be required to clearly show an identification number at all times they are operated within the resort. Identification numbers will be issued by the Association after the appropriate application is submitted and processing fee is paid to the Association.

**11.3.3 Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on within Mountain Ridge Resort, 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 within Mountain Ridge Resort.

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.

11.4 **Use By Others.** The Activity Center will sell memberships to its facilities outside of the Mountain Ridge Resort Property. 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 shall establish.

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 declarants discretion and to optimize Declarant's ability to enhance and protect the value, desirability and attractiveness of the Property.

12.1.1. 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 Mountain Ridge Resort Communities, including any Additional Properties that may be added pursuant to Section 12 herein.

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

13. **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 Mountain Ridge Resort Communities 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 paragraph 2 herein.

13.1. 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.

13.2. 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 Additions Properties or portions thereof.

14. **SECONDARY COVENANTS.** Individual areas and plats 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.

15. **MOUNTAIN RIDGE RESORT COMMUNITIES OWNERS' ASSOCIATION.**

15.1. **Organization.** An owners' association shall be organized no later than the date the fifty first Lot in the Property is conveyed by Declarant to a third party. 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 and must be a member in the Mountain Ridge Resort Community Owner's Association. Attached as Exhibit "C" is the initial bylaws of the association which by laws shall automatically become effective upon the filing with the Washington State Secretary of State's Office of the Articles of Incorporation. Prior to the establishment of the Association all dues and fees shall be paid to the Declarant. Prior to the Transition Date the Association shall act as an advisory board to the Declarant.

15.1.1. **Board of Directors.**

15.1.1.1. During the Development Period, the Declarant shall be the sole member of the Board of the Mountain Ridge Resort Communities Owners' Association.

15.1.1.2. An interim Board composed of at least three (3) members will be appointed by the Declarant as of the Transition Date and the first order of business of the interim Board shall be to give notice of a date for and establishing procedures for the election of a five-person Board to conduct future business and direct the organization.

15.1.1.3. 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.

15.1.1.4. 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.

15.1.2. 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.

15.2. 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.

15.2.1. 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.

15.2.2. Votes allocated to a Lot may be cast pursuant to a 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.

15.2.3. 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.

15.2.4. 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.

### 15.3. Association Responsibilities.

15.3.1. 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.

15.3.2. 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.

15.3.3. The Association shall maintain the Entry Statements, Community Areas, and Trails.

15.3.4. The Association shall maintain the roads as provided in section 9 herein.

15.3.5. 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.

15.3.6. 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.

15.3.7. 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.

15.3.8. 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.

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

15.4.1. Adopt and amend Bylaws, rules and regulations.

15.4.2. Enforce the provisions hereof

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

15.4.4. 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

15.4.5. Hire and discharge or contract with managing agents and other employees, agents, and independent contractors.

15.4.6. Make contract and incur liabilities;

15.4.7. 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;

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 19.

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

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

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

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

15.4.12. 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.

15.4.13. 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.

15.4.14. Impose and collect fines for violation of rules, 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 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 19.

15.4.15. 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 19.

15.5. Liens and Collection of Assessments.

15.5.1. 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.

15.5.2. 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 Section 10 of 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.

15.5.3. 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 s 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.

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

15.5.5. 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.

15.5.6. 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.

15.5.7. 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.

15.5.8. 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.

15.5.9. 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.

15.5.10. 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.

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

15.6. 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.

15.7. 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.

**16. 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 for the in paragraph 17.

**17. AMENDMENT.**

17.1. Amendments to the Declaration shall be made in an instrument in writing entitled "Amendment to Declaration of Mountain Ridge Resort Communities" which sets forth the entire amendment. Notice of any proposed amendment must be given to all Lot Owners.

17.2. 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 of 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.

17.3. Declarant reserves the right to amend this Declaration, without approval by Lot Owners, as specifically provided in Section 12 herein; provided, however Declarant shall provide Lot Owners with a copy of any such amendment within 10 days of execution thereof.

17.4. 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.

17.4.1. 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.

17.4.2. 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.

17.5. 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

**18. GENERAL PROVISIONS.**

18.1. 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.

18.1.1. 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.

18.1.2. 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.

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

18.2. 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.

18.3. 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.

18.4. 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 such other insurance as the Declarant deems advisable.

**19. ENFORCEMENT**

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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



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Page: 24 of 29  
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Kittitas Co Auditor TERRA DESIGNS

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.

19.5. 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.

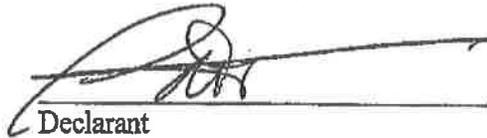
19.6. If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Declaration or the application of such term, covenant or condition to persons or circumstances other than those as to 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.

19.7. 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.

20. 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.

21. EFFECTIVE DATE. This Declaration shall be effective upon recording.

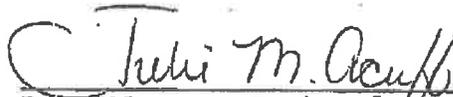
IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set their hand and seal as of the 1<sup>ST</sup> day of September 2004.

  
Declarant

STATE OF WASHINGTON )  
County of Kittitas ) ss.

This is to certify that, on this 1 day of September, 2004, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick Denton and said individual acknowledged that he/she executed the within and foregoing instrument as his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 1 day of September, 2004.

  
Printed Name: Julie M. Acuff  
Notary Public in and for the State of Washington  
My Commission Expires: 3-6-2005

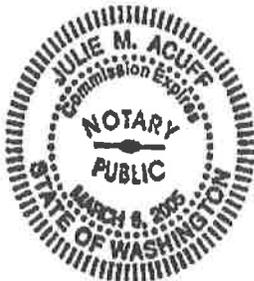


EXHIBIT A TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MOUNTAIN RIDGE RESORT COMMUNITIES

THAT PORTION OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 19 OF SURVEYS, PAGE 198, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 566465, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, AND OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 25 OF SURVEYS, PAGE 193, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 200012290029, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, WHICH IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 89°11'40" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12, 1322.41 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 00°30'01" WEST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12, 262.72 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°29'59" EAST, 267.63 FEET; THENCE SOUTH 43°20'54" EAST, 359.02 FEET; THENCE SOUTH 50°42'52" EAST, 148.89 FEET; THENCE SOUTH 58°00'19" EAST, 326.84 FEET; THENCE NORTH 34°16'17" EAST, 95.05 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 60°36'59" WEST, 248.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°06'49" AN ARC LENGTH OF 221.24 FEET; THENCE SOUTH 68°16'12" EAST, 60.00 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 68°16'12" WEST, 308.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°32'29" AN ARC LENGTH OF 67.42 FEET; THENCE SOUTH 34°16'17" WEST, 175.50 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1230.00 FEET THROUGH A CENTRAL ANGLE OF 18°46'45" AN ARC LENGTH OF 403.14 FEET; THENCE SOUTH 53°03'02" WEST, 407.70 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET THROUGH A CENTRAL ANGLE OF 17°00'15" AN ARC LENGTH OF 71.23 FEET; THENCE SOUTH 36°02'48" WEST, 215.62 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'50" AN ARC LENGTH OF 47.12 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF SR 903; THENCE NORTH 53°57'02" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY MARGIN, 120.00 FEET TO A POINT ON A CURVE WHOSE RADIUS POINT BEARS NORTH 36°02'58" EAST, 30.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'10" AN ARC LENGTH OF 47.13 FEET; THENCE NORTH 36°02'48" EAST, 215.62 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 17°00'15" AN ARC LENGTH OF 89.03 FEET; THENCE NORTH 53°03'02" EAST, 77.29 FEET; THENCE NORTH 36°56'58" WEST, 346.52 FEET; THENCE SOUTH 66°58'24" WEST, 125.95 FEET; THENCE NORTH 89°07'41" WEST, 7.87 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 00°30'01"

EAST, 1105.73 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER  
OF SAID SECTION 12 TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.



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Page: 28 of 29  
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Kittitas Co Auditor TERRA DESIGNS

**EXHIBIT B-1 TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MOUNTAIN RIDGE RESORT COMMUNITIES**

**ROCK ROSE DRIVE EASEMENT**

A 60.00 FOOT WIDE INGRESS, EGRESS AND UTILITY BASEMENT LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON; THENCE SOUTH 89°03'43" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 12 1323.30 FEET; THENCE NORTH 00°30'01" EAST 1288.44 FEET; THENCE SOUTH 89°07'41" EAST 7.87 FEET; THENCE NORTH 66°58'24" EAST 125.95 FEET; THENCE SOUTH 36°56'58" EAST 406.52 FEET; THENCE NORTH 53°03'02" EAST 330.40 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1230.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°24'51", AN ARC LENGTH OF 116.23 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE SOUTH 42°23'18" EAST 67.00 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°34'40", AN ARC LENGTH OF 141.96 FEET; THENCE SOUTH 12°48'38" EAST 163.87 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°10'34", AN ARC LENGTH OF 231.23 FEET; THENCE SOUTH 60°59'12" EAST 393.14 FEET TO THE TERMINUS OF SAID EASEMENT.

AT THE TRUE POINT OF BEGINNING OF SAID EASEMENT THE SIDELINES OF SAID EASEMENT ARE TO INTERSECT THE SOUTHEASTERN BOUNDARY OF PAINTBRUSH DRIVE WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH ON THE RIGHT AND CONCAVE TO THE EAST ON THE LEFT.

AT THE TERMINUS OF SAID EASEMENT THE SIDELINES OF SAID EASEMENT ARE TO INTERSECT A LINE DRAWN PARALLEL WITH AND 30.00 FOOT NORTHWESTERLY OF THE CENTERLINE OF RIDGE CREST DRIVE WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE WEST ON THE RIGHT AND CONCAVE TO THE NORTH AND LEFT.

EXHIBIT B-2 TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MOUNTAIN RIDGE RESORT COMMUNITIES

RIDGE CREST DRIVE EASEMENT

A 60.00 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON; THENCE SOUTH 89°03'43" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 12 1323.30 FEET; THENCE NORTH 00°30'01" EAST 1288.44 FEET; THENCE SOUTH 89°07'41" EAST 7.87 FEET; THENCE NORTH 66°58'24" EAST 125.95 FEET; THENCE SOUTH 36°56'58" EAST 406.52 FEET; THENCE NORTH 53°03'02" EAST 330.40 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1230.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°24'51", AN ARC LENGTH OF 116.23 FEET TO THE BEGINNING OF THE ROCK ROSE DRIVE EASEMENT CENTERLINE; THENCE SOUTH 42°23'18" EAST 67.00 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°34'40", AN ARC LENGTH OF 141.96 FEET; THENCE SOUTH 12°48'38" EAST 163.87 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°10'34", AN ARC LENGTH OF 231.23 FEET; THENCE SOUTH 60°59'12" EAST 393.14 FEET; THENCE NORTH 29°00'48" EAST 66.66 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE SOUTH 29°00'48" WEST 356.68 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°48'48", AN ARC LENGTH OF 56.70 FEET; THENCE SOUTH 17°12'01" WEST 100.93 FEET, MORE OR LESS, TO THE NORTHERN RIGHT OF WAY BOUNDARY OF STATE ROUTE 903 AND THE TERMINUS OF SAID EASEMENT. AT THIS POINT THE SIDE LINES OF SAID EASEMENT ARE TO INTERSECT THE RIGHT OF WAY BOUNDARY WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST ON THE RIGHT AND CONCAVE TO THE NORTHEAST ON THE LEFT.

ATTACHMENT J

LEGAL DESCRIPTION  
FOR  
EVERGREEN RIDGE ACTIVITY CENTER  
(REVISED PARCEL 20-14-12010-0004)

THAT PORTION OF LOT 2B OF THAT CERTAIN SURVEY AS RECORDED APRIL 17, 2006, IN BOOK 32 OF SURVEYS, PAGES 134 THROUGH 137, UNDER AUDITOR'S FILE NUMBER 200604170033, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 12; THENCE SOUTH 00°28'54" WEST, 913.98 FEET; THENCE SOUTH 04°59'29" WEST, 357.82 FEET; THENCE SOUTH 09°00'35" EAST, 243.44 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 59°24'07" WEST, 67.12 FEET; THENCE SOUTH 87°35'52" WEST, 74.33 FEET; THENCE SOUTH 01°31'05" WEST, 100.54 FEET; THENCE SOUTH 28°12'35" WEST, 56.50 FEET; THENCE NORTH 61°27'57" WEST, 22.14 FEET; THENCE SOUTH 30°06'10" WEST, 255.22 FEET; THENCE SOUTH 60°59'12" EAST, 329.60 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET (RADIUS BEARING NORTH 29°00'48" EAST), A LENGTH OF 47.12 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 29°00'48" EAST, 3.66 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 248.00 FEET (RADIUS BEARING NORTH 60°59'12" WEST), A LENGTH OF 164.58 FEET, THROUGH A CENTRAL ANGLE OF 38°01'24"; THENCE NORTH 09°00'35" WEST, 319.26 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID LINE.

ALL SITUATED IN SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

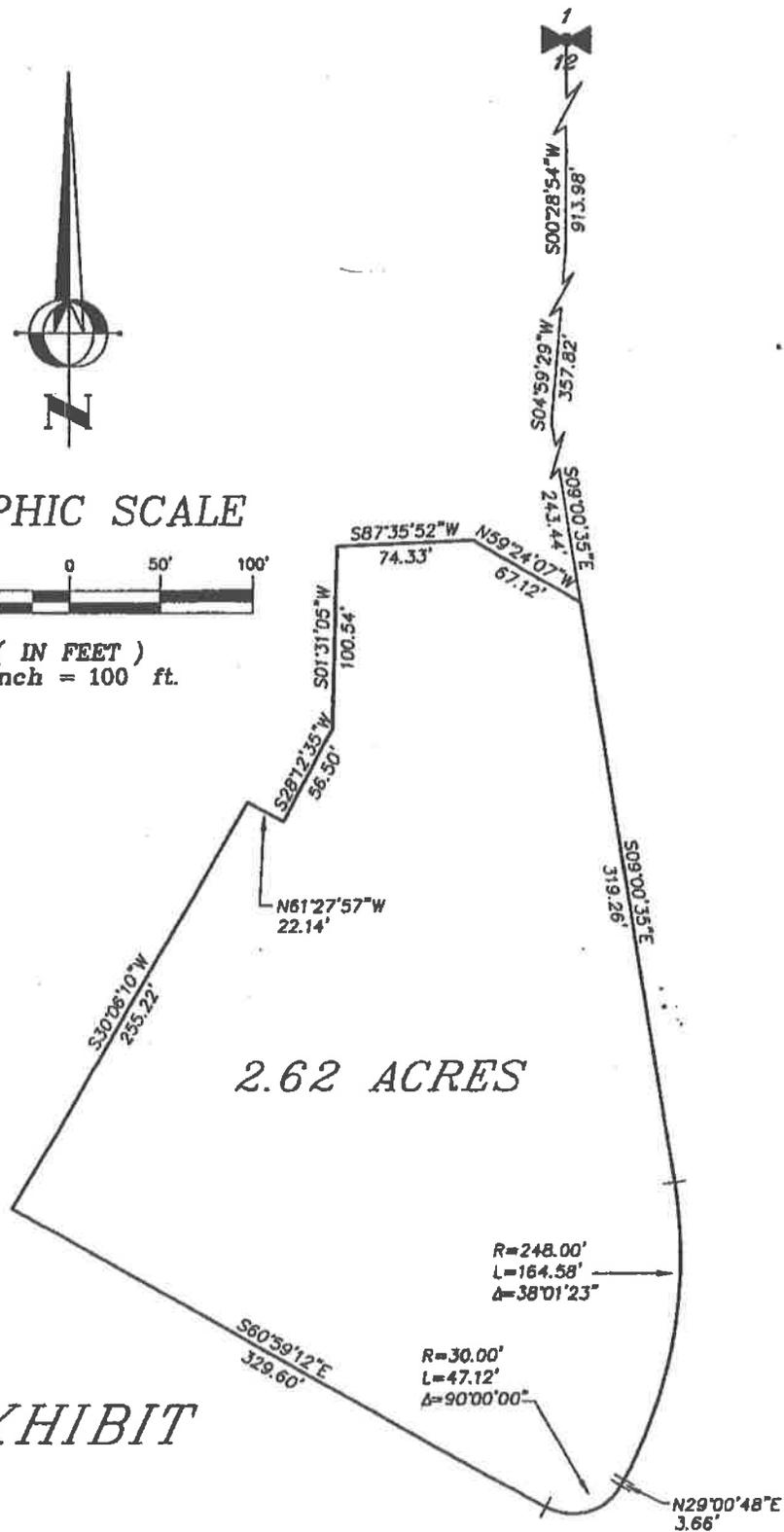
CONTAINING 2.62 ACRES



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



EXHIBIT

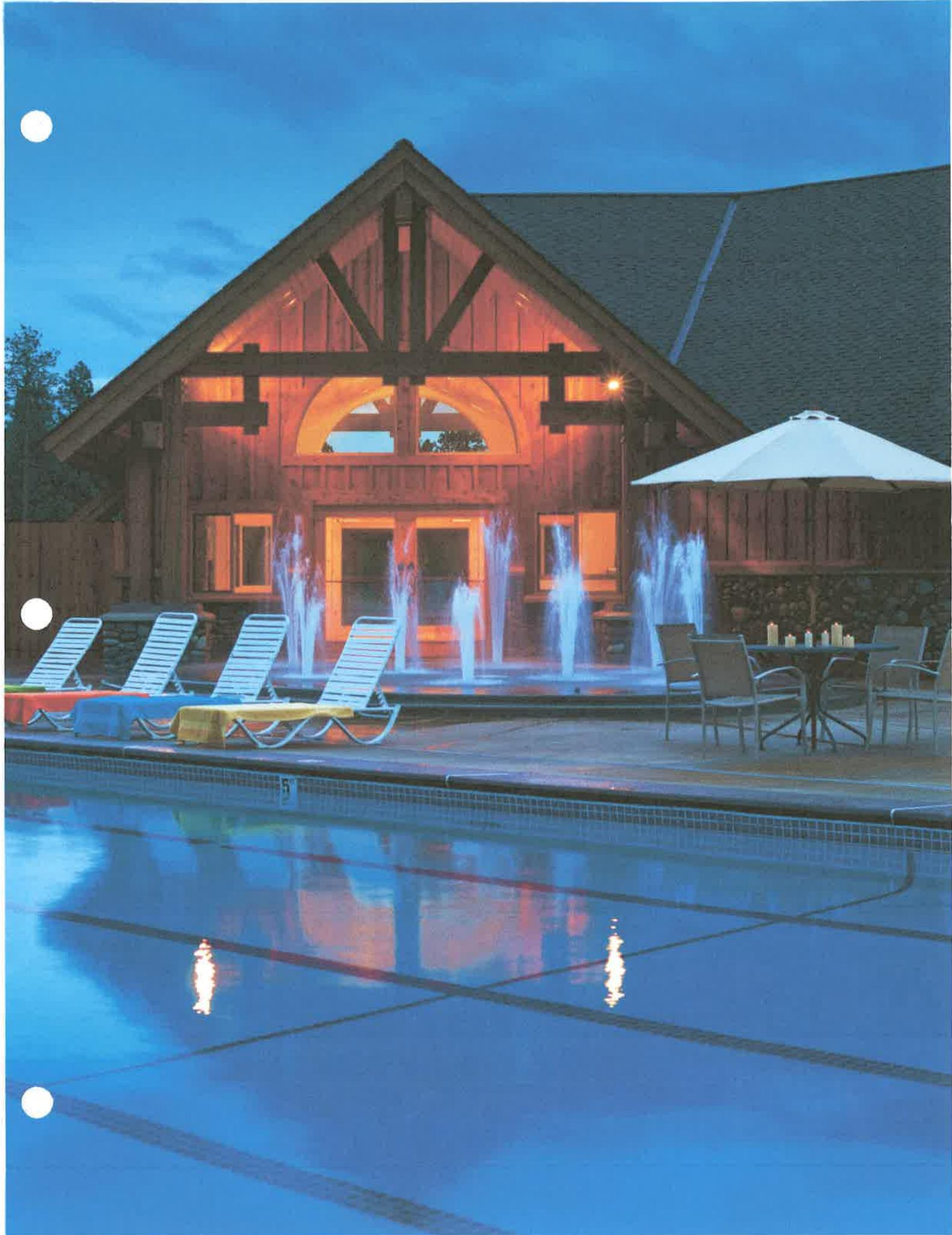
















ATTACHMENT K



**Washington State**  
**Department of Transportation**  
**Douglas B. MacDonald**  
Secretary of Transportation

**South Central Region**  
2809 Rudkin Road, Union Gap  
P.O. Box 12560  
Yakima, WA 98909-2560

509-577-1600  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

March 4, 2003

Ronald Millsite 3  
PO Box 357  
Roslyn, WA 98941

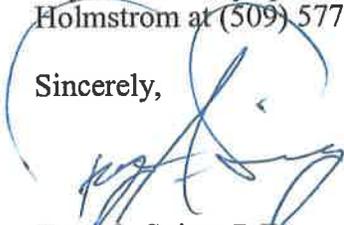
RE: Access Connection Permit 3623  
SR 903, MP 8.110 Right

Dear Mr. Ragland,

We are in receipt of the certificate of deposit and the signed copies of the permit. Enclosed, please find your copy of the fully executed Access Connection Permit for a single Category 2 commercial approach not to exceed 30 feet in width. As noted in the permit, the approach is to be constructed per the attached exhibits. Per the Special Provisions, you are required to contact Mr. Terry Kukes, our Area 1 Maintenance superintendent, prior to beginning work. He can be reached at 509-577-1907.

If you have any questions or require further information, feel free to contact Rick Holmstrom at (509) 577-1633.

Sincerely,



Troy A. Suing, P.E.  
Regional Planning Engineer

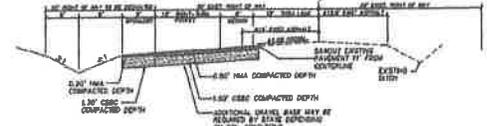
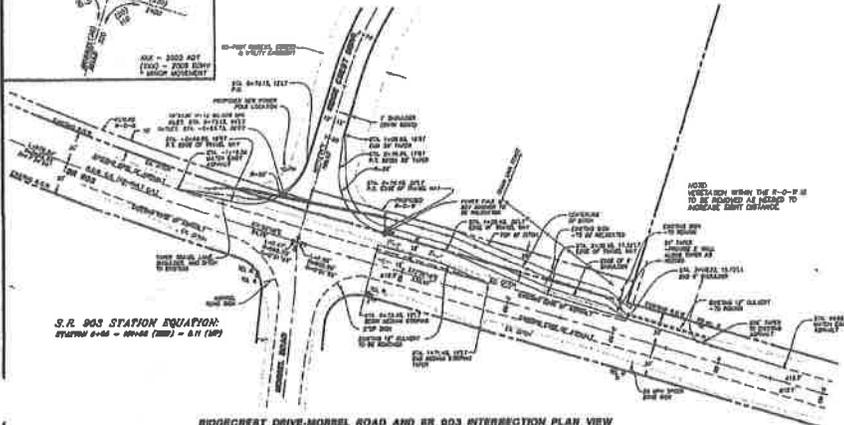
TAS:srw  
Enclosures

cc: Terry Kukes – Area 1 Maintenance Superintendent

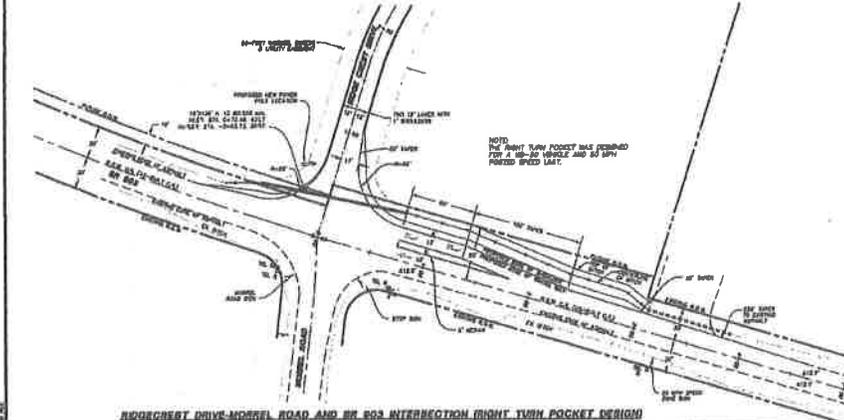
file: p:planning/access/2003/3623permit.doc

# SECTION 12, TWN. 20 N., RGE. 14E., W.M. KITITAS COUNTY

### TRAFFIC DIAGRAM



**RIDGECREST DRIVE-MORREL ROAD AND S.R. 903 INTERSECTION PLAN VIEW**



NOTE: THE EXISTING UTILITIES AS SHOWN ARE ONLY APPROXIMATE. OTHER UTILITIES MAY EXIST ALONG THE PROPOSED ALTERNATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION.

**Call Before You Dig**  
1-800-424-8888



**ESSEX SOUTH CENTRAL REGION**  
UTILITY MARKING & SURVEYING

**INTERSECTION PLAN**

**ESSEX SOUTH CENTRAL REGION**

**UTILITY MARKING & SURVEYING**

**ENCOMPASS**

**UTILITY MARKING & SURVEYING**

**1 OF 2**





# FAX TRANSMISSION COVER SHEET

101 WEST FIFTH AVENUE  
P.O. BOX 617  
ELLENSBURG, WA 98926

PHONE: (509) 925-1477 FAX: (509) 962-3111 (TITLE DEPT.)  
FAX: (509) 962-8325 (ESCROW DEPT.)  
EMAIL: [ellensburg@ameri-title.com](mailto:ellensburg@ameri-title.com)

DATE: 1-19-07

TRANSMIT TO: Steve Nelson

ATTN: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

SENT FROM: Julia

PAGES TO FOLLOW: 3

REMARKS:

AmeriTitle has offices serving the following counties:

Located in the State of Oregon:

Baker-Benton-Crook-Douglas-Deschutes-Harney-Hood River-  
Jackson-Klamath-Lake-Linn-Malheur-Marion-Polk-Sherman-Umatilla-  
Wasco-Wheeler

Located in the State of Idaho:

Blaine-Bonneville-Clark-Jefferson-Payette-Valley-Washington

Located in the State of Washington:

Kittitas-Klickitat

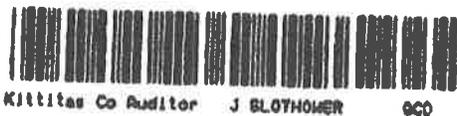
**IF YOU DO NOT RECEIVE ALL OF THIS TRANSMISSION,  
CALL (509) 925-1477**

**NOTICE TO RECIPIENT:** This communication may contain confidential information which is intended only for the individual or entity named on this cover sheet. If received by you in error, please notify the sender as soon as possible.

Ellensburg Office: 101 W Fifth • PO Box 617 • Ellensburg, Washington 98926 • 509 925-1477  
Title Fax: 509 962-3111 • E-mail: [ellensburg@ameri-title.com](mailto:ellensburg@ameri-title.com) • Escrow Fax: 509 962-8325

Cle Elum Office: 127 E First Street • 509 674-9797 • Fax: 509 674-6812 • E-mail: [cleelum@ameri-title.com](mailto:cleelum@ameri-title.com)

Filed for Recording at the Request of  
and AFTER RECORDING MAIL TO:



200601050039  
Page: 1 of 2  
01/06/2006 04:12P  
33.00

Jeff Slothower  
PO Box 1088  
Ellensburg, WA 98926

Real Estate Excise Tax  
Exempt  
Kittitas County Treasurer  
By: [Signature]  
Affidavit No. 12006-53  
Date: 1-5-06

-----  
DOCUMENT TITLE: QUIT CLAIM DEED  
GRANTOR: TEANAWAY RIDGE, LLC, a Limited Liability Company  
GRANTEE: PAUL J. ALLEN, a single man  
TAX PARCEL NO.S: Ptn. of the NW Quarter, Sec. 12, T. 20, R. 14,  
Evergreen Ridge PUD Phase 1, Div. 1&2 and 20.14.12020.  
-----  
0004

QUIT CLAIM DEED

THE GRANTOR, TEANAWAY RIDGE, LLC, conveys and quit claims to PAUL J. ALLEN, a single man, for no monetary consideration and in consideration of quieting title and the settlement of Kittitas County Cause No. 04 2 00385 0, the following property situated in Kittitas County, State of Washington, including any interest therein which grantor may hereafter acquire:

That portion of the Northwest Quarter of Section 12 Township 20 North, Range 14 East, W.M., situate in Kittitas County, State of Washington, more particularly described as follows:

Starting at the Southwest corner of Lot 9 as shown on the certain survey recorded August 18, 2003 at 4:02 p.m. in Volume 29 of Surveys on Page 48 records of Kittitas County under Kittitas County Auditors Number 200308180073; thence South 65° 14' 5" East 558.56 feet to a O'Hare Aluminum Survey Cap the true Point Of Beginning; thence South 0° 46' 1" West 294.86 feet to a O'Hare Aluminum Survey Cap; thence North 43° 52' 59" West 209.77 feet; thence North 46° 7' 3" East 207.22 feet to the true Point Of Beginning.

DATED this 7 day of June, 2005.

GRANTOR:  
TEANAWAY RIDGE, LLC

BY: [Signature]  
Patrick D. Deneen

ITS: Manager

Lathrop, Winbauer, Harel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7th Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8093  
Tel (509) 925-6916

ORIGINAL

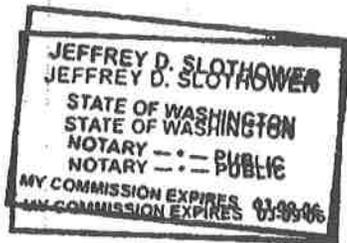


200601050059  
Page: 2 of 2  
01/06/2006 04:12P  
\$3.00

STATE OF WASHINGTON )  
 ) ss.  
County of Kittitas )

I certify that I know or have satisfactory evidence that Patrick Deneen is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it as the Manager of Teanaway Ridge, LLC, a Washington limited liability company, to be the free and voluntary act of such Limited Liability Company for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 8 day of Sept, 2005



Jeffrey D. Slothower  
Printed Name: JEFFREY D. SLOTHOWER  
Notary Public in and for the State of Washington  
My commission expires: 3-9-06

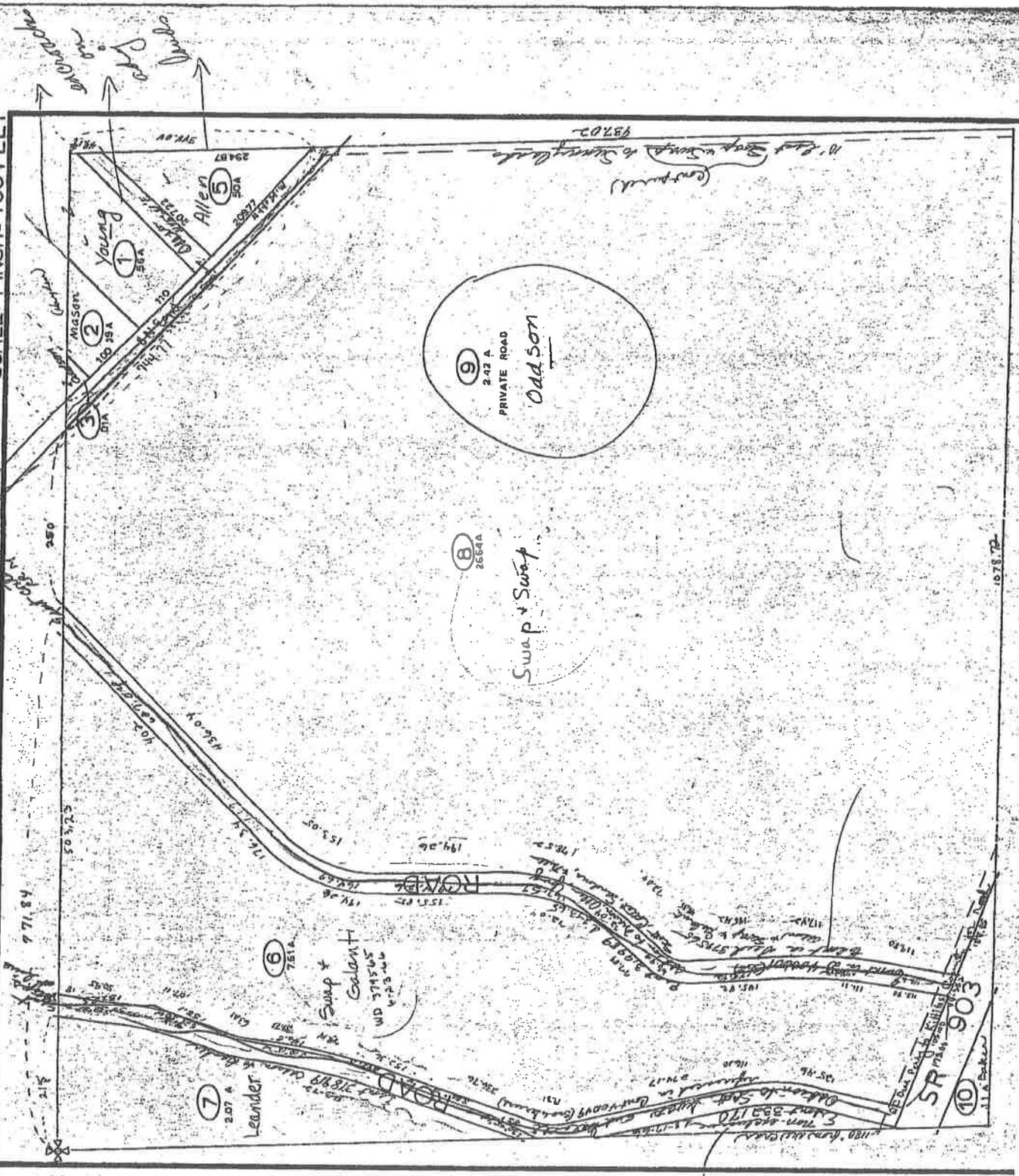
T: Teanaway Ridge, LLC Teanaway Ridge, LLC, Attention: Clark David Teanaway, to Allen 3-24-05

Lathrop, Winauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7th Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8093  
Tel (509) 925-6916

OFFICIAL MAP

NW 4 NW  
12.20.14  
SCALE: 1 INCH = 100 FEET

NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT OF COUNTY ASSESSOR

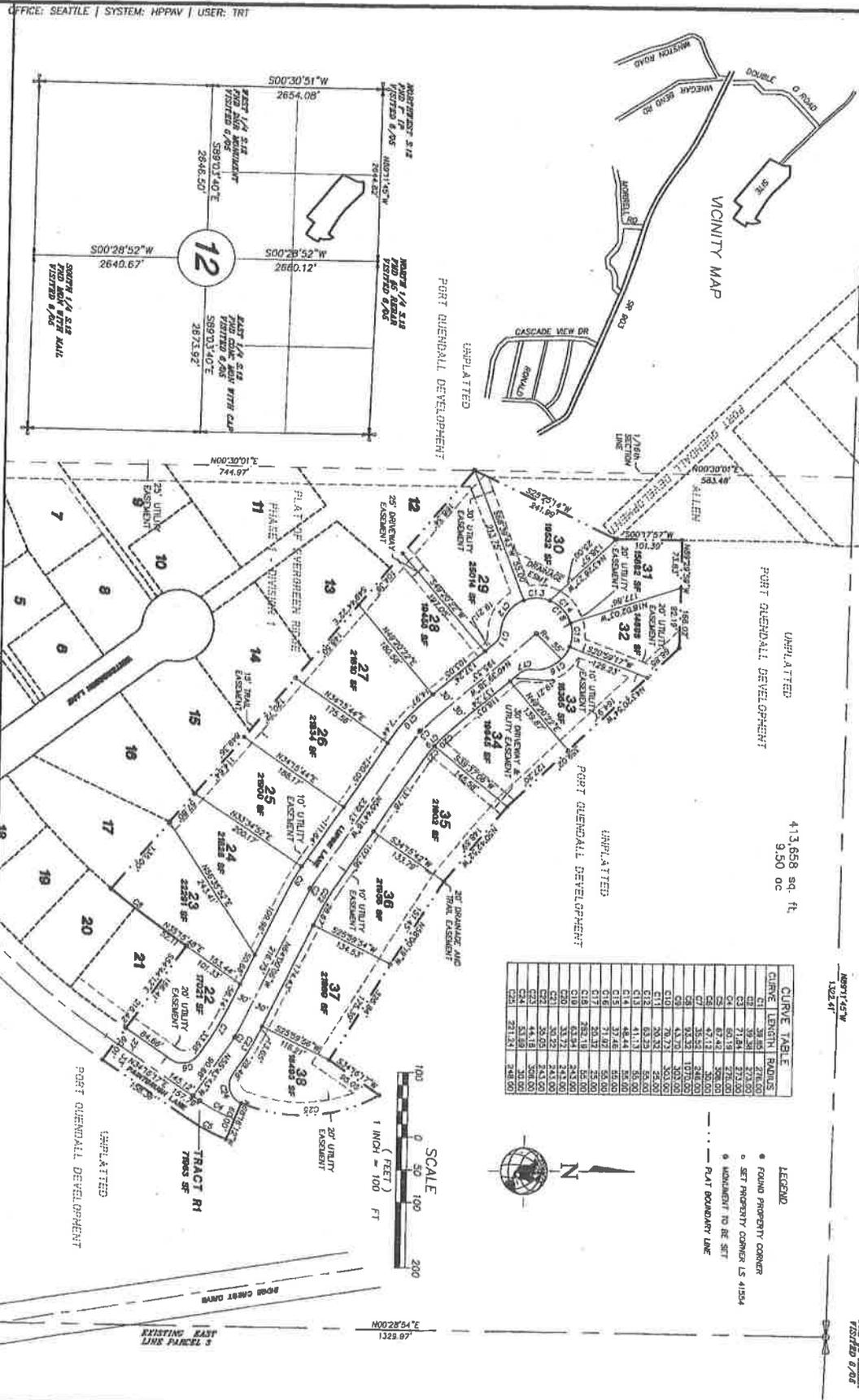


This line is One Inch on original  
Scale paid accordingly \$1.00 and on this copy

# EVERGREEN RIDGE P.U.D. PHASE 1 - DIVISION 2

LOCATED IN THE NW1/4 OF SECTION 12, T.20N., R.14E., W.1M.  
 KITITAS COUNTY, STATE OF WASHINGTON

RECORDING NO. 2005022005R  
 18.9 page 227 of 262



UNPLATTED 413,658 sq. ft.  
 9,200 ac

CURVE	LENGTH	RADIUS
C1	39.86	273.00
C2	39.28	273.00
C3	21.84	273.00
C4	67.42	500.00
C5	47.11	350.00
C6	35.52	248.00
C7	35.52	1073.00
C8	35.52	1073.00
C9	76.72	500.00
C10	76.72	500.00
C11	20.53	25.00
C12	63.23	50.00
C13	41.11	50.00
C14	37.48	46.00
C15	37.48	46.00
C16	71.97	50.00
C17	20.33	25.00
C18	20.33	25.00
C19	33.72	241.00
C20	33.72	241.00
C21	30.25	241.00
C22	30.25	241.00
C23	44.18	200.00
C24	44.18	200.00
C25	231.24	248.00

- LEGEND
- FOUND PROPERTY CORNER
  - SET PROPERTY CORNER (S. 4158)
  - MONUMENT TO BE SET
  - PLAT BOUNDARY LINE



OFFICE: SEATTLE | SYSTEM: HPPAV | USER: TRT

SUBMITTED BY: TRT/LL  
 DRAWN BY: TRT  
 LAST EDIT: 08/22/05  
 DATE BY: TRT/LL  
 REVISION: 1 (01) 22 AMPL CORRE 25 LABEL EXTERIOR ROAD NAME  
 CHECKED BY: TRT/LL  
 APPROVED BY: 08/22/05  
 PLOT DATE: 08/22/05  
 C:\C:\CLIENT

CENTRAL CASCADE SURVEYING INC.  
 301 WEST 1ST STREET,  
 CLE ELUM, WA 98922  
 509-874-6866 EXT. 112



PORT QUENDALL DEVELOPMENT  
 EVERGREEN RIDGE P.U.D.  
 PHASE 1 - DIVISION 2

KITITAS COUNTY  
 SCALE: 1" = 100'  
 PROJECT NO. 0001.003  
 DRAWING FILE NAME: EGR-PLAT  
 SHEET 1/2





05/13/2010 11:53:57 AM

201005130004

\$65.00  
Quit Claim Deed SHALLBETTER  
Kittitas County Auditor

Page 1 of 4



**After Recording Return To:**

Traci Shallbetter  
SHALLBETTER LAW  
3201 Airport Road  
Cle Elum, WA 98922

**Real Estate Excise Tax**

Exempt

Kittitas County Treasurer

By A. Bowen  
Affidavit No. 2010-0655  
Date: 5/13/10

---

**QUITCLAIM DEED**

**Grantor(s):** Teanaway Ridge, LLC, a Washington limited liability company

**Grantee(s):** DeAnn Reeves, an unmarried individual

**Abbreviated Legal Description:** Portion of Lots B and C of survey recorded in Book 34 of Surveys at Page 22, under Auditor's File Number 200704270063, records of Kittitas County, State of Washington

**Assessor's Tax Parcel Nos.:** Portions of 12065, 732534, 241934

**Reference Nos. of Related Documents:** 432311

**EXEMPT FROM EXCISE TAX PURSUANT TO WAC 458-61A-215.  
NO MONETARY CONSIDERATION EXCHANGED**

A handwritten signature in black ink, appearing to be 'AS'.

**QUITCLAIM DEED**

The Grantor, TEANAWAY RIDGE, LLC, a Washington limited liability company (“Grantor”) for, and in consideration of resolving a boundary line dispute, conveys and quitclaims to DEANN REEVES, an unmarried individual (“Grantee”), all of its interest in the real estate situated in the County of Kittitas, State of Washington, legally described on Exhibit A attached hereto and incorporated herein by this reference.

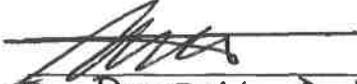
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining,

SUBJECT TO all restrictions, reservations and encumbrances of record.

DATED this 27 day of April, 2010

**GRANTOR:**

**TEANAWAY RIDGE, LLC**

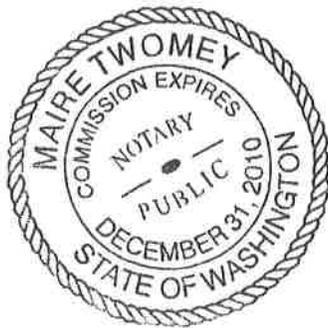
  
By PATRICK D. DEVERA  
Its MANAGER



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KITTITAS )

On this 27 day of April, 2010, before me, a Notary Public in and for the State of Washington, personally appeared Patrick A. Reneen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Manager of TEANAWAY RIDGE, LLC, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maire  
NOTARY PUBLIC in and for the State of  
Washington, residing at Chehalis  
My appointment expires 12/31/10  
Print Name Maire Twomey

*[Handwritten signature]*

THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON; THENCE SOUTH 89°11'40" EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID SOUTHWEST QUARTER OF BOUNDARY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 167.67 FEET TO THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT C; THENCE NORTH 46°36'59" EAST, ALONG SAID NORTHWESTERLY BOUNDARY LINE, 47.95 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT C; THENCE SOUTH 43°13'54" EAST, ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LOT C, 99.95 FEET TO THE NORTHEASTERLY COMMON CORNER OF SAID LOTS B AND C; THENCE SOUTH 00°00'03" WEST, ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT B, 149.50 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT B; THENCE SOUTH 45°39'16" WEST, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT B, 148.68 FEET TO THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 00°30'01" EAST 125.65 FEET, ALONG SAID EAST BOUNDARY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID LINE.

BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, AND A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12. ALL SITUATED IN KITTITAS COUNTY, STATE OF WASHINGTON.

CONTAINING 0.59 ACERS



Seattle/11/30/09

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Exhibit A  
Page 4 of 4

THE SOUTHWEST QUARTER, 1322.41 FEET TO THE SOUTHEAST CORNER OF SAID  
SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE TRUE POINT OF  
BEGINNING OF SAID LINE. THENCE NORTH 00°20'26" EAST ALONG THE EAST

**LEGAL DESCRIPTION  
DENEEN TO REEVES**

THAT PORTION OF LOTS B AND C OF THAT CERTAIN SURVEY AS RECORDED IN BOOK 34 OF SURVEYS AT PAGE 22, UNDER AUDITOR'S FILE NUMBER 200704270063, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF

**EVERGREEN RIDGE PLANNED UNIT DEVELOPMENT**

**QUICK REFERENCE**

<b>17.36.040 Final Development Plan Quick Summary For Evergreen Ridge PUD</b>		
17.36.040 1. Staging Plan	Attachment A	
17.36.040 2. Map or Maps of the site drawn at a scale no smaller than 100ft to 1 inch showing the following:	Attachment C & D	
<i>a. Preliminary engineering plans including site grading, road improvements, drainage and public utilities extensions</i>	Attachment F & D	<b>Main development roads currently exist and are approved.</b>
b. Arrangement of all buildings which shall be identified by type;	Attachment B	<b>Structures will either face south westerly for views or to the north with views of the Activity Center.</b>
<i>c. Preliminary building plans including floor plans and exterior design and/or elevation views;</i>	Attachment B	<b>use existing cabin designs</b>
d. Location and number of off-street parking areas including type and estimated cost of surfacing.	Attachment J	<b>26 parking spots @ Activity Center &amp; 30-40 parking area across from Activity Center</b>
e. The location and dimensions of roads and driveways including type and estimated cost of surfacing and road maintenance.	Attachment F & H	
f. The location and total area of common open spaces;	Attachment J	<b>3-6 acres of common/open spaces</b>
g. Proposed location of fire protection facilities.	Attachment E	<b>All Fire infrastructure currently exists</b>
h. Proposed storm drainage plan;	Attachment G	
17.36.040 3. Certification from state and local health authorities that water and sewer systems are available to accommodate the development;	Attachment E	
17.36.040 4. Provisions to assure permanence and maintenance of common open spaces;	Attachment I	

17.36.040 5. State of intent including estimated cost for landscaping and restoration of natural areas despoiled by construction including tree planting.	Attachment H & I	
---	------------------	--

ATTACHMENT A

EVERGREEN RIDGE PLANNED UNIT

DEVELOPMENT

STAGING PLAN

OUTLINE

- 1995 WA State Dept. of Ecology (DOE) approved a water right change for a Class A domestic use, industrial use, commercial use, rv use and irrigation use.
- 1996 Water System was designed and created.
- 2001 Evergreen Ridge Planned Unit Development and Preliminary Plat was approved by the Kittitas Board of County Commissioners (Ordinance 2001-17).
- 2003 WA. State Dept. of Ecology approved a change of use and place of use for continuous domestic supply.
- Intersection realignment (SR903, Morrel Road & Ridgecrest Road) approved by WSDOT/permitted/constructed and completed.
- 2004 Evergreen Ridge Planned Unit Development Phase 1, Division 1 plat was recorded, bonded and built.
- CC&Rs recorded.
- 2005 Evergreen Ridge Planned Unit Development Phase 1, Division 2 plat was recorded, bonded and built.
- Roslyn Ridge Activity Center was constructed.
- 2006 Evergreen Ridge Planned Unit Development was amended and approved.
- Evergreen Valley Water System Plan Approved by the WA State Dept. of Health (DOH).
- Class A Reclaimed Water Plan/Sewer Plan Approved
- Encroachment completed.
- 2007 Evergreen Ridge Planned Unit Development Condominium Division was recorded, bonded and built.
- 2008 Evergreen Ridge Planned Unit Development Phase 1, Division 3 plat was recorded, bonded and partially built.

Class A Reclaimed Water Engineering Report approved by DOE and DOH.

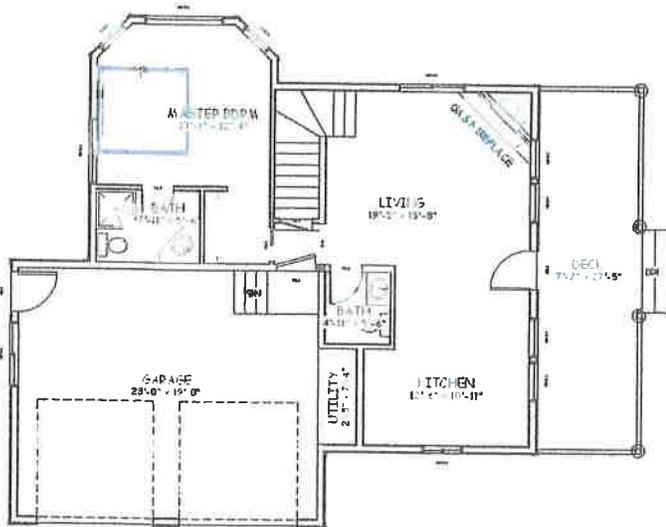
- 2010 Encroachment completed
- 2011 Large On-Site Septic System (LOSS) approved by DOH (14,000 gallons per day)
- 2012 Evergreen Ridge Planned Unit Development Phase 1, Division 4 plat was recorded.  
LOSS construction, completion and operating.
- 2013 Evergreen Valley Water System is currently in its 6 year amendment process with the WA State Dept. of Health.

**Future Staging Plan:**

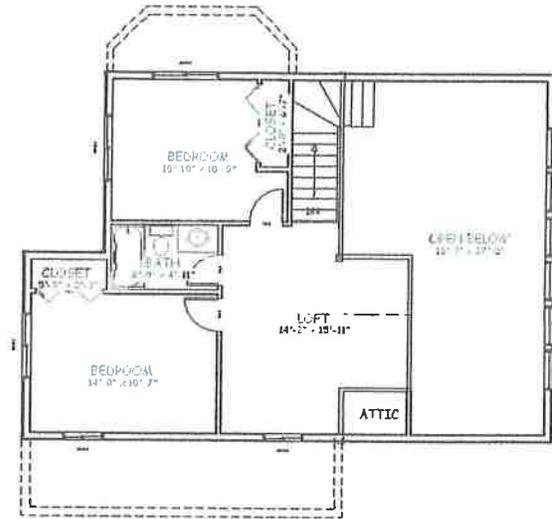
In the next 6-10 years the Evergreen Ridge Planned Unit Development plans to continue developing within its approved boundaries, as approved under Kittitas County Code 17.36 in 2001 & 2006 (Ord. 2001-17 & 2006-26). As you will see within Attachment C we are currently looking at developing five areas. These concept developments are as follows: Four lot plat on Ridge Crest Road, 30-32 lot plat on RidgeCrest Drive directly adjacent to the Roslyn Ridge Activity Center, Commercial activity between SR903 and Rock Rose Drive and directly across from the Activity Center, 3-4 lot per acre development in what is called the fish hook area, and finally 4-8 lots on what we call the spur road development. All of these future developments our located off existing private roads that have existing utilities (power water and sewer lines) to these development areas and will just require an internal lot & road design and utility extensions into the actual areas.

ATTACHMENT B

**MONTGOMERY BUILDING DESIGN LLC**  
[www.montgomerybuildingdesignllc.com](http://www.montgomerybuildingdesignllc.com)  
 509-674-5194



MAIN FLOOR PLAN

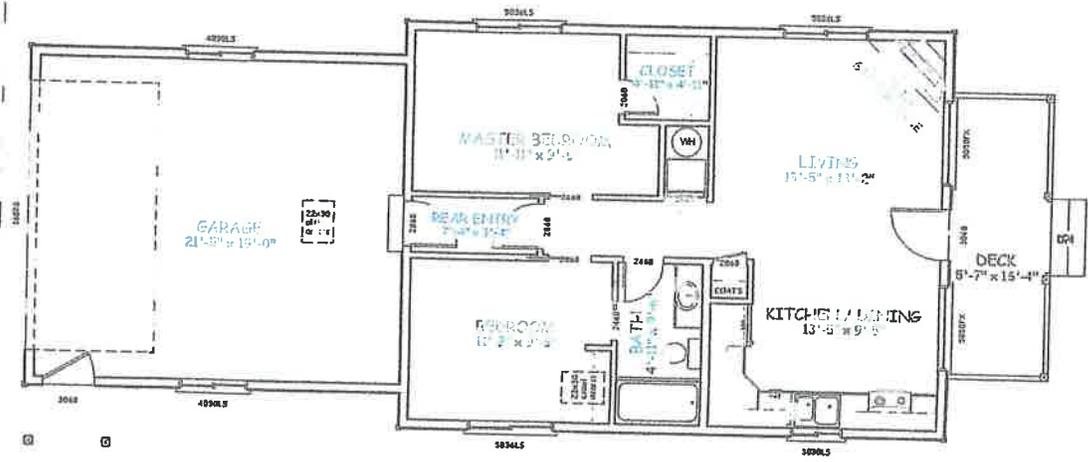


SECOND FLOOR PLAN



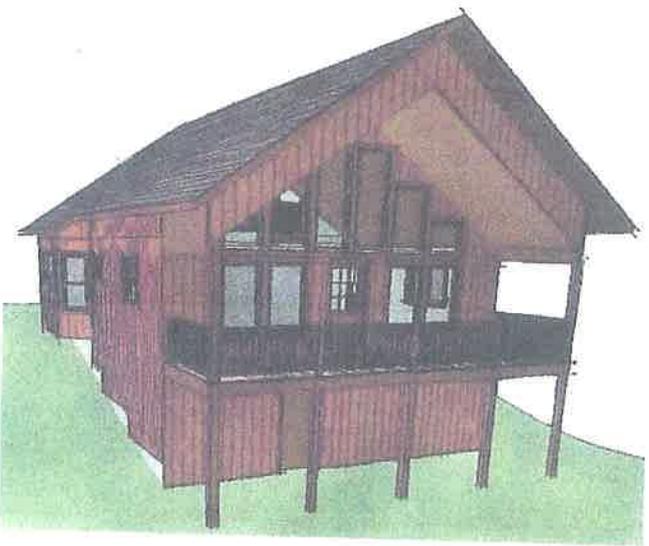
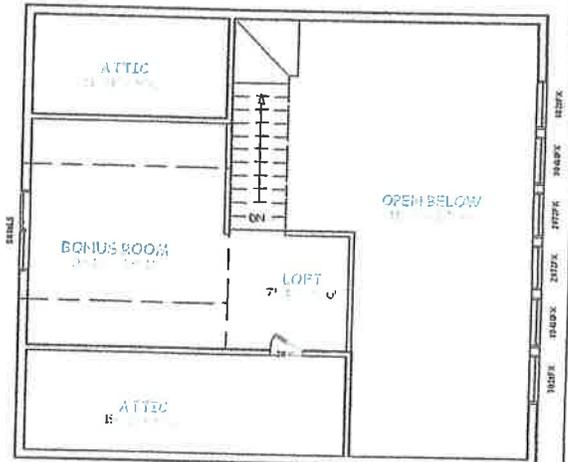
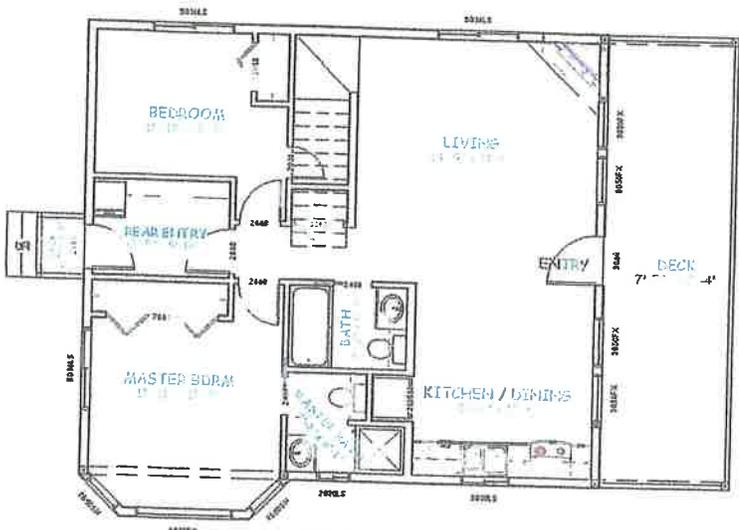
**KENDALL CABIN** 3 Bdrm, 2.5 Bath  
 Living Area 1370 sq ft  
 Garage 465 sq ft  
 Deck 224 sq ft

**MONTGOMERY BUILDING DESIGN LLC**  
 www.montgomerybuildingdesignllc.com  
 509-674-5194



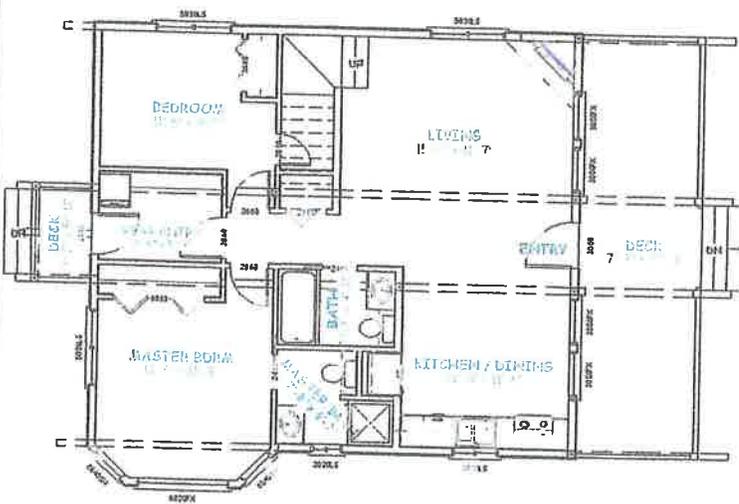
**FELSEN CABIN 2 Bdrm, 1 Bath**  
 Living Area 768 sq ft  
 Garage 440 sq ft  
 Deck 102 sq ft

**MONTGOMERY BUILDING DESIGN LLC**  
 www.montgomerybuildingdesignllc.com  
 509-674-5194



**THE CASCADE** 3 Bdrm, 2 Bath  
 Living Area 1157 sq ft  
 Deck 237 sq ft

**MONTGOMERY BUILDING DESIGN LLC**  
[www.montgomerybuildingdesignllc.com](http://www.montgomerybuildingdesignllc.com)  
 509-674-5194



MAIN FLOOR PLAN

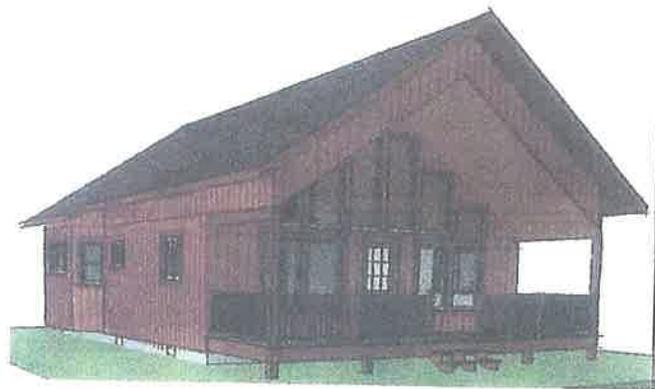
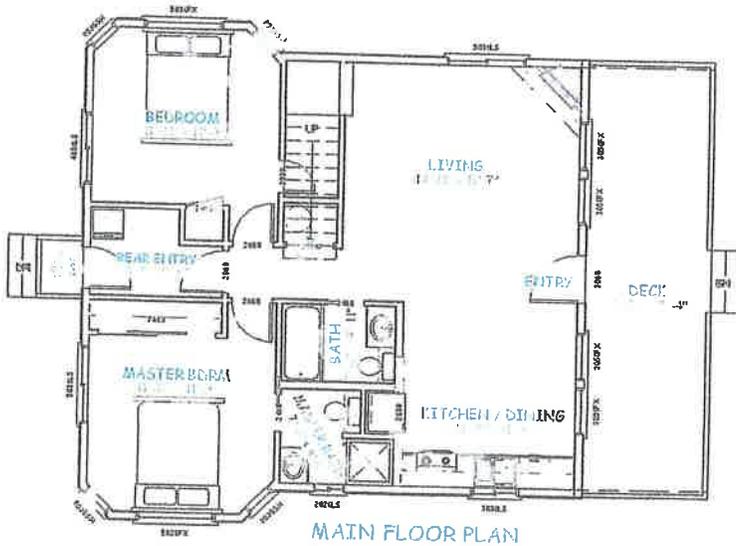


SECOND FLOOR PLAN



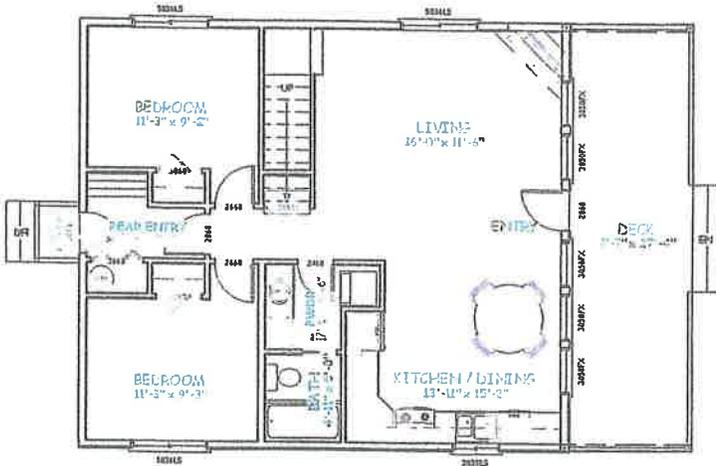
**EDELWEISS** 3 Bdrm, 2 Bath  
 Living Area 1232 sq ft  
 Deck 251 sq ft

**MONTGOMERY BUILDING DESIGN LLC**  
[www.montgomerybuildingdesignllc.com](http://www.montgomerybuildingdesignllc.com)  
 509-674-5194

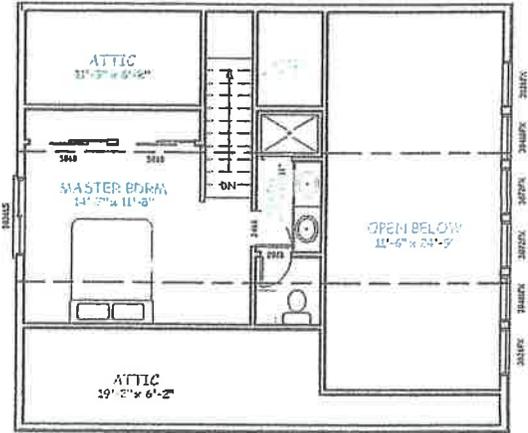


**SUNRISE** 3 Bdrm, 2 Bath  
 Living Area 1159 sq ft  
 Deck 236 sq ft

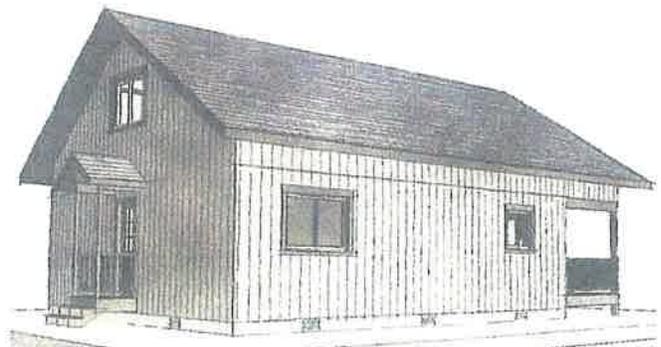
**MONTGOMERY BUILDING DESIGN LLC**  
 www.montgomerybuildingdesignllc.com  
 509-674-5194



MAIN FLOOR PLAN

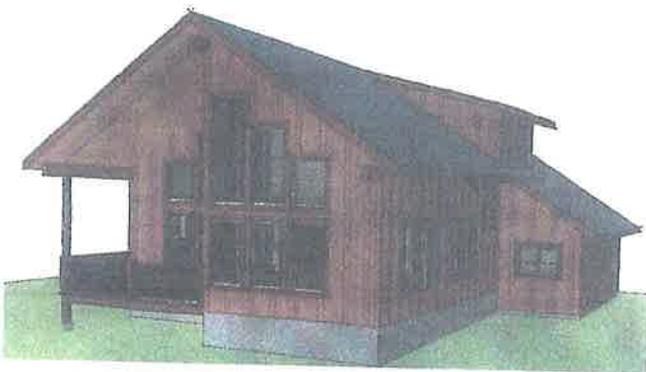
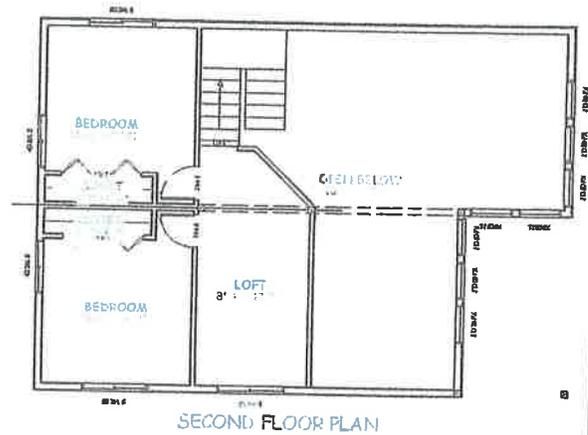
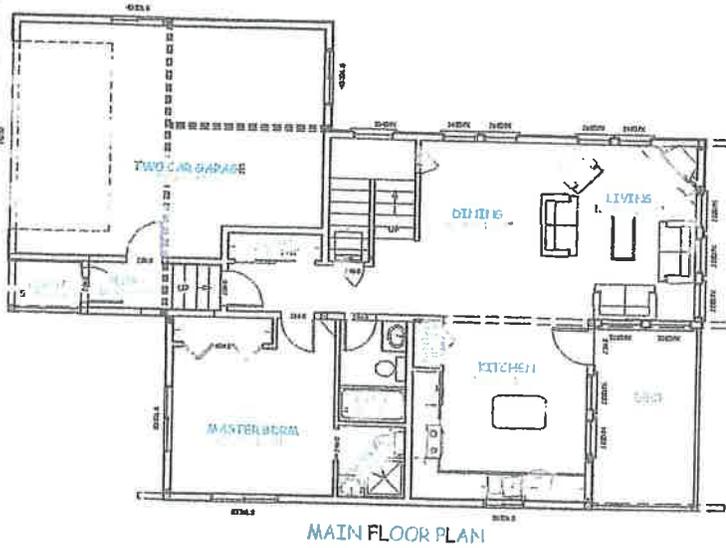


SECOND FLOOR PLAN



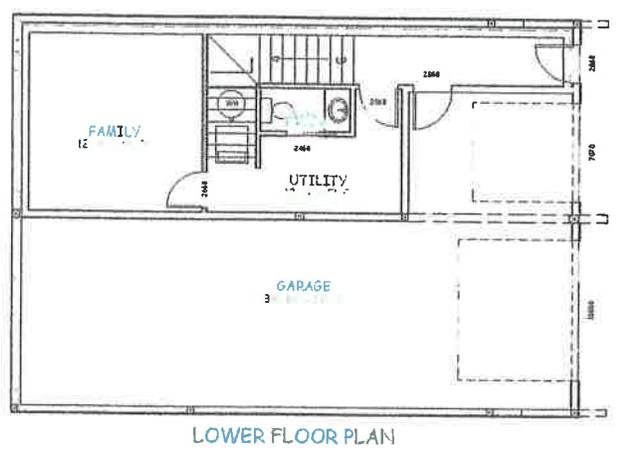
**ALPINE** 3 Bdrm, 2 Bath  
 Living Area 1159 sq ft  
 Deck 236 sq ft

**MONTGOMERY BUILDING DESIGN LLC**  
[www.montgomerybuildingdesignllc.com](http://www.montgomerybuildingdesignllc.com)  
 509-674-5194

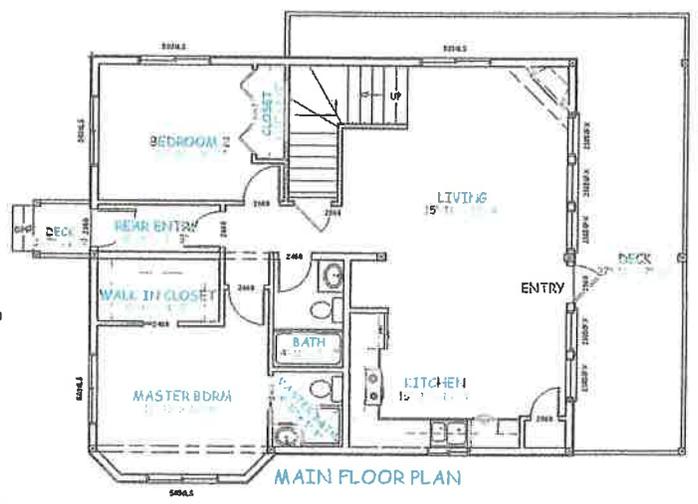


**CHICKAMIN** 3 Bdrm, 2 Bath  
 Living Area 1434 sq ft  
 Deck 132 sq ft

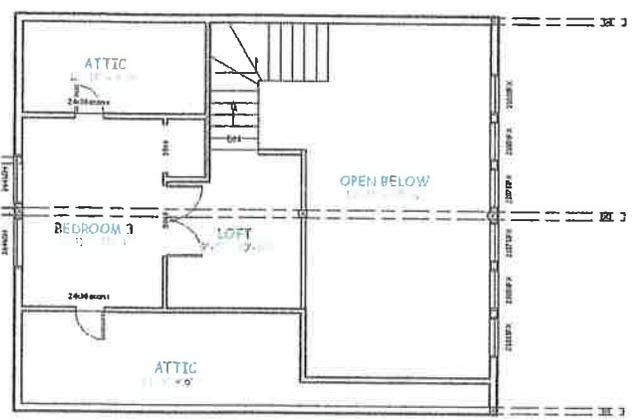
**MONTGOMERY BUILDING DESIGN LLC**  
[www.montgomerybuildingdesignllc.com](http://www.montgomerybuildingdesignllc.com)  
 509-674-5194



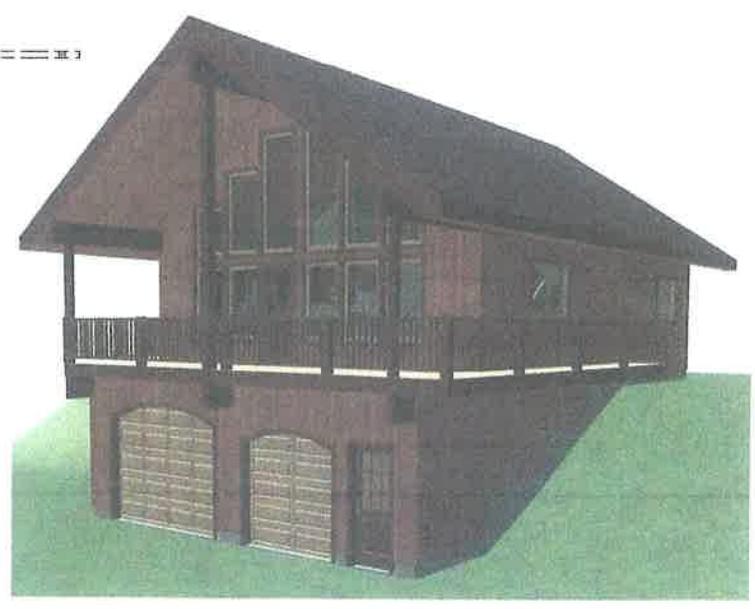
LOWER FLOOR PLAN



MAIN FLOOR PLAN

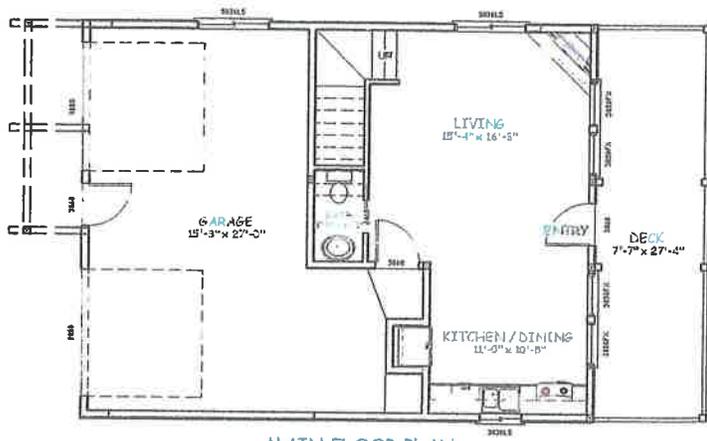


UPPER FLOOR PLAN

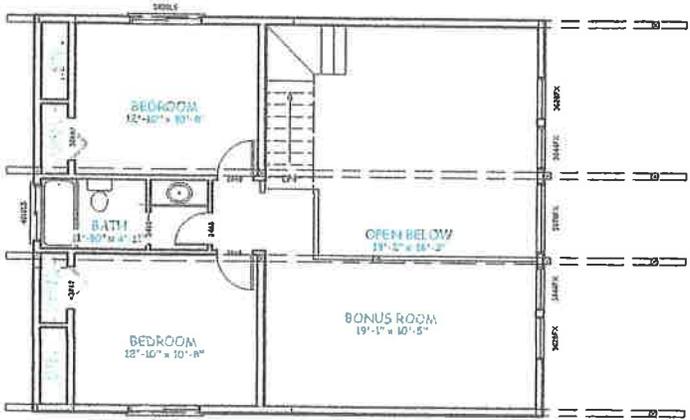


**BONANZA** 3 Bdrm, 2 Bath  
 Living Area 1695 sq ft  
 Deck 334 sq ft

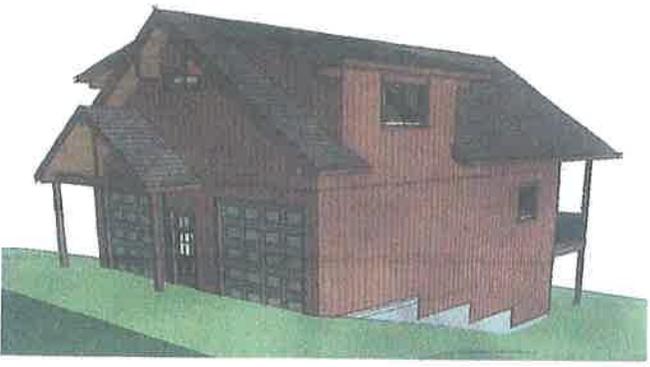
**MONTGOMERY BUILDING DESIGN LLC**  
[www.montgomerybuildingdesignllc.com](http://www.montgomerybuildingdesignllc.com)  
 509-674-5194



MAIN FLOOR PLAN

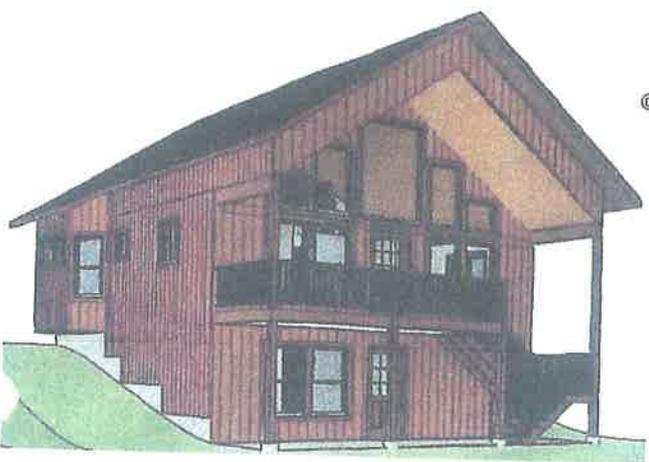
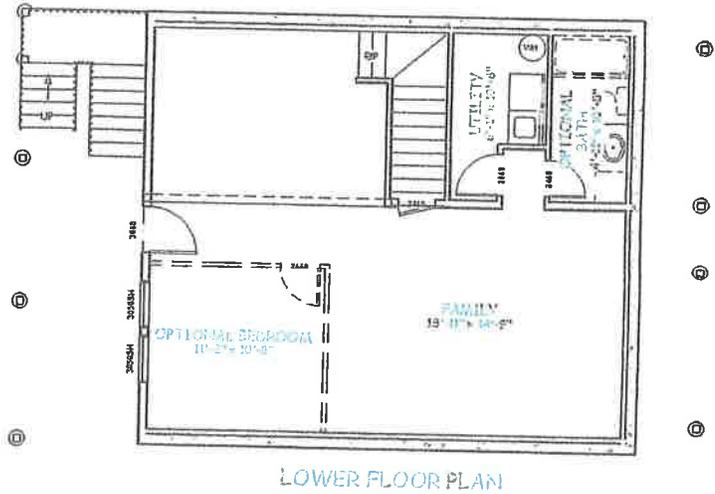
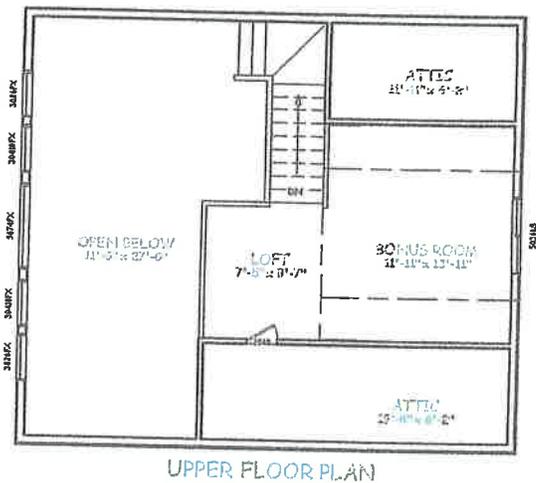
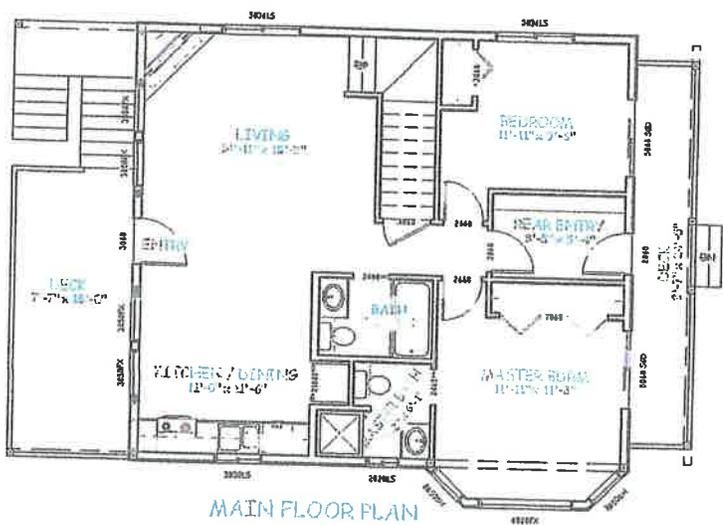


SECOND FLOOR PLAN



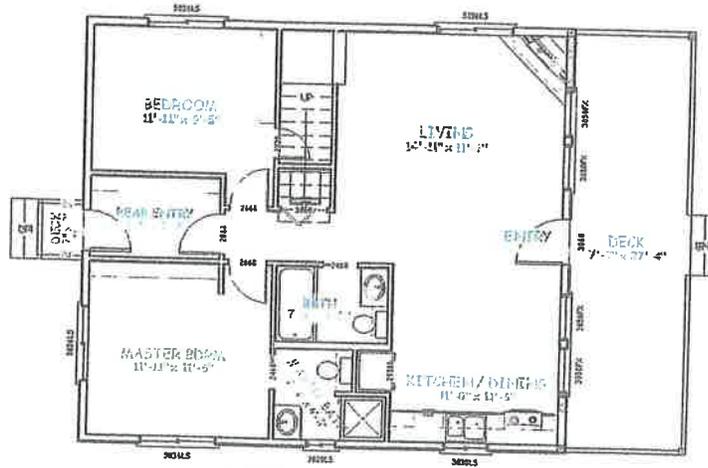
**DODGE CABIN** 3 Bdrm, 2 Bath  
 Living Area 1154 sq ft  
 Deck 224 sq ft

**MONTGOMERY BUILDING DESIGN LLC**  
[www.montgomerybuildingdesignllc.com](http://www.montgomerybuildingdesignllc.com)  
 509-674-5194

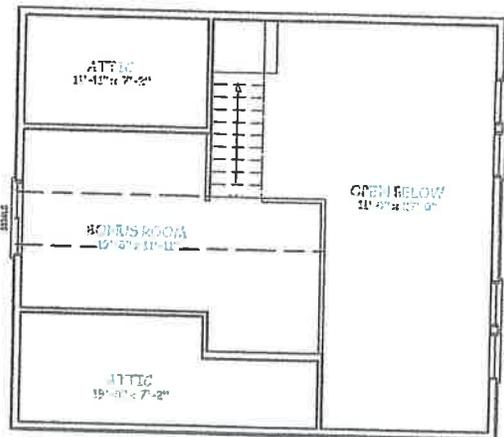


**MEISTER CABIN 3 Bdrm, 3 Bath**  
 Living Area 2316 sq ft  
 Deck 251 sq ft

**MONTGOMERY BUILDING DESIGN LLC**  
[www.montgomerybuildingdesignllc.com](http://www.montgomerybuildingdesignllc.com)  
 509-674-5194



MAIN FLOOR PLAN

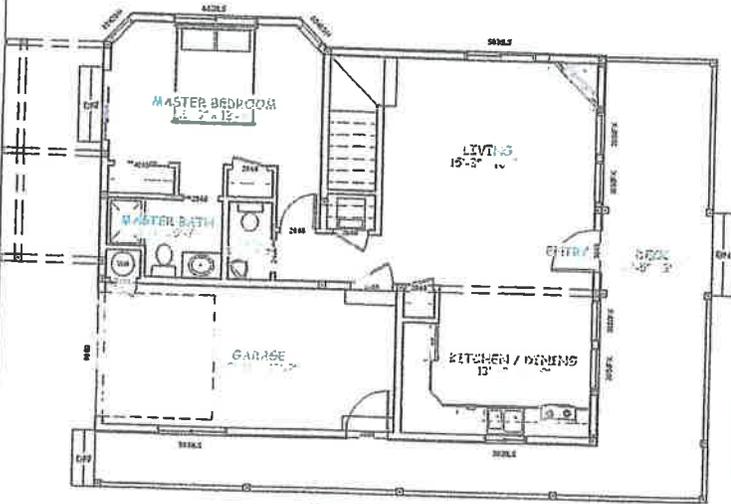


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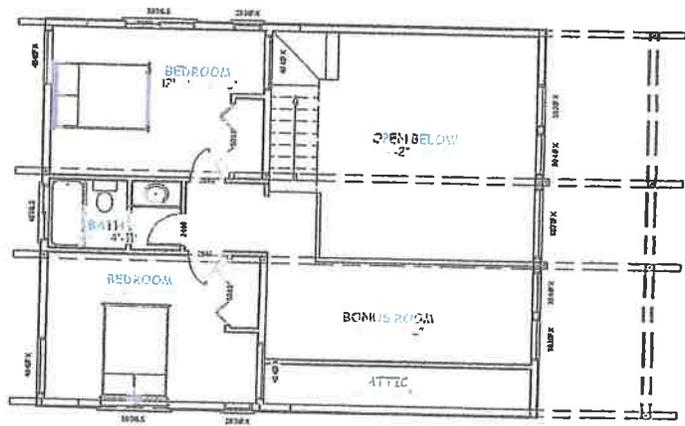


**RAMPART CABIN 2 or 3 Bdrm, 2 Bath**  
 Living Area 1129 sq ft  
 Deck 236 sq ft

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MAIN FLOOR PLAN

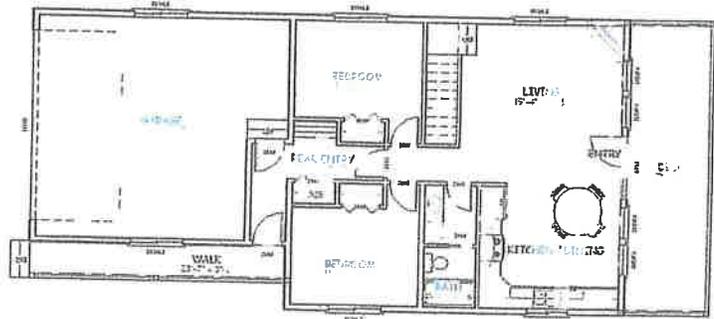
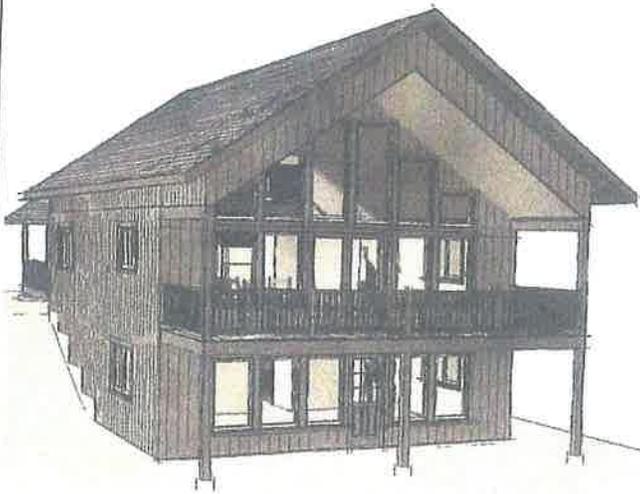


UPPER FLOOR PLAN

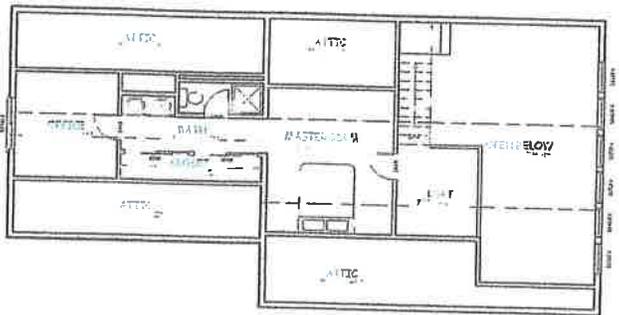
**THE THUNDERBIRD 3 Bdrm, 2.5 Bath**

Living Area 1427 sq ft  
 Deck 402 sq ft  
 Garage 231 sq ft

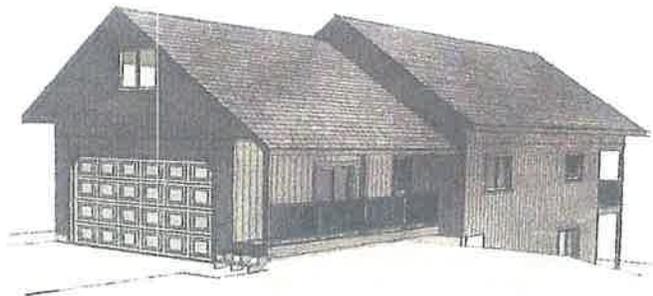
**MONTGOMERY BUILDING DESIGN LLC**  
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 509-674-5194



LOWER FLOOR PLAN



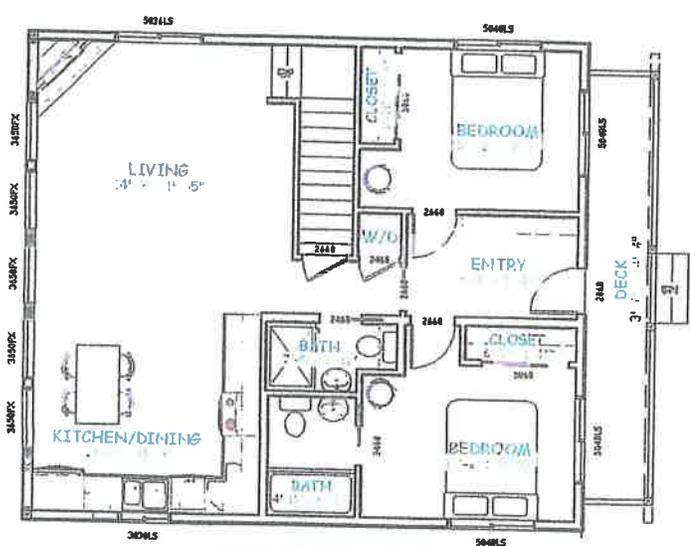
SECOND FLOOR PLAN



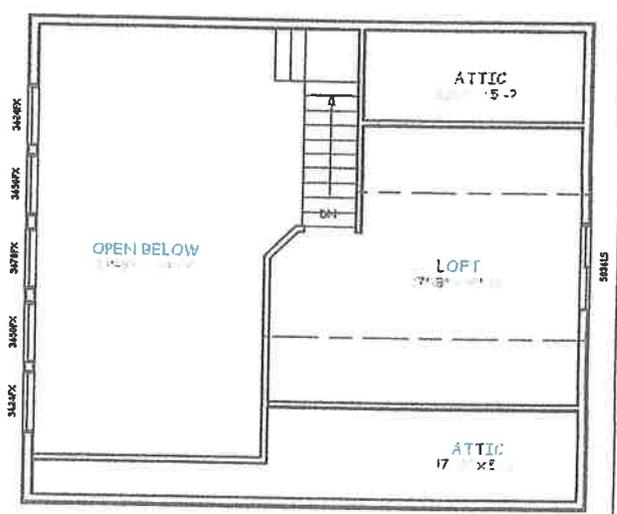
**SESSEL CABIN 3 Bdrm, 2 Bath**

Living Area 1410 sq ft  
 Deck 308 sq ft  
 Garage 490 sq ft

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MAIN FLOOR PLAN

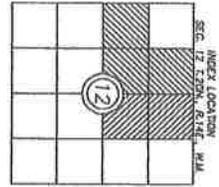


SECOND FLOOR PLAN

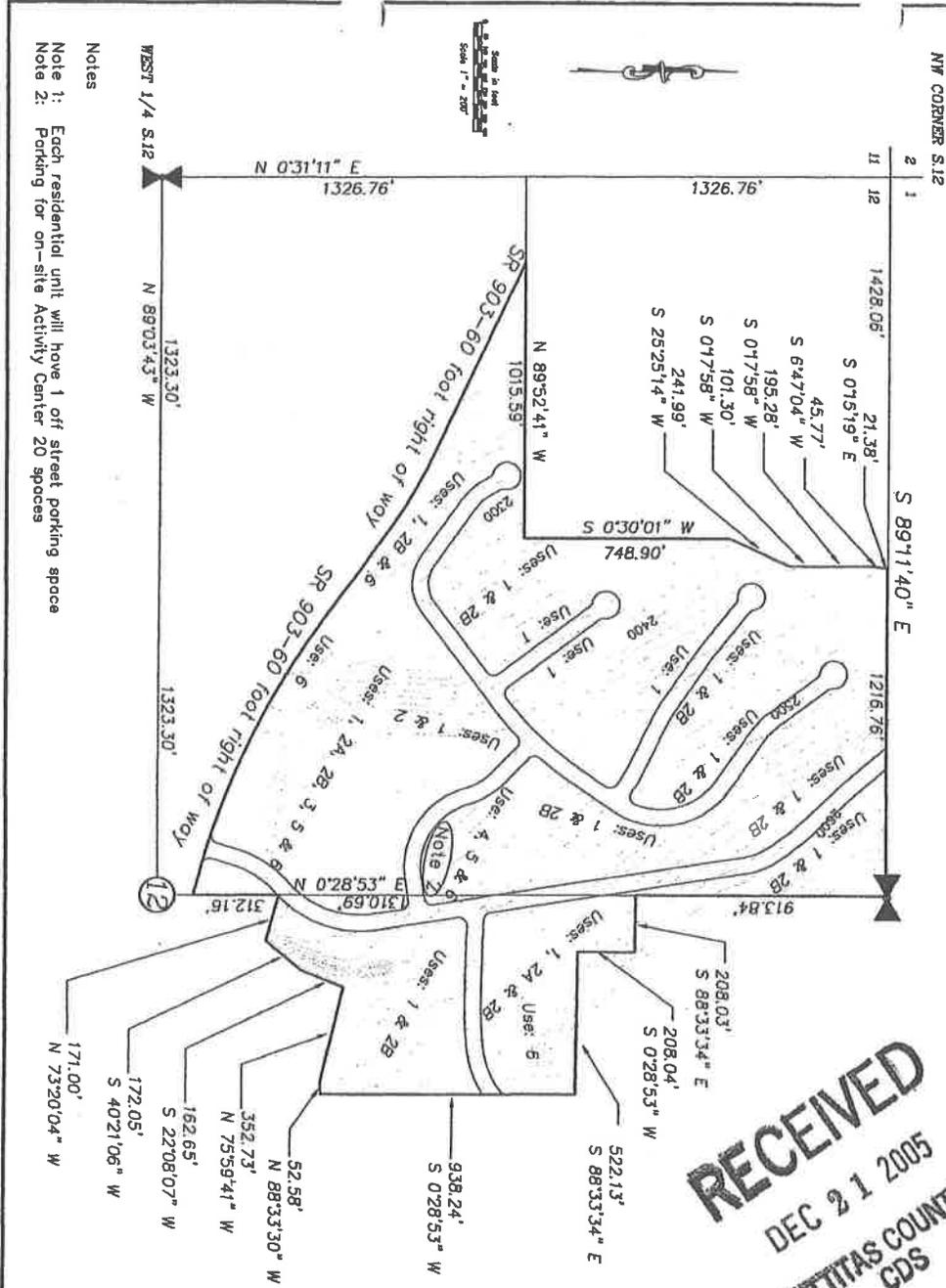


**COAL CREEK CABIN** 3 Bdrm, 2 Bath  
 Living Area 1159 sq ft  
 Deck 101 sq ft

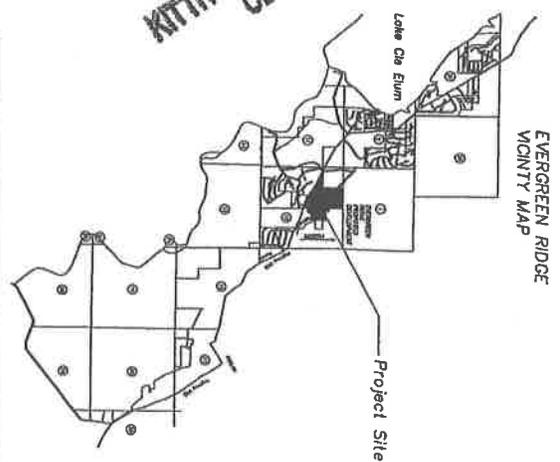
ATTACHMENT C



# EVERGREEN RIDGE AMENDED PLANNED UNIT DEVELOPMENT 12-19-05



**RECEIVED**  
DEC 21 2005  
KITITAS COUNTY  
GDS



17.35.020 Uses Permitted
Use 1: All residential uses including multifamily structures;
Use 2A: Hotels, motels;
Use 2B: Condominiums;
Use 3: Retail businesses;
Use 4: Commercial - recreation businesses; Restaurants, cafes, taverns, cocktail bars;
Use 5:
Permitted use designated by applicant
Use 6: Openspace, active and passive recreation.
Approximate Percentage of Uses Permitted
Use 1: Residential/Multifamily to be allowed on about 92% of the PUD.
Use 2A: Hotel/Motel to be allowed on about 15% of the PUD.
Use 2B: Condominiums to be allowed on 92% of the PUD.
Use 3: Retail Businesses to be allowed on about 10% of the PUD.
Use 4: Commercial Recreation to be allowed on about 25% of the PUD.
Use 5: Restaurants etc. to be allowed on about 7% of the PUD.
Use 6: Openspace to be allowed on about 12% of the PUD.

Notes  
 Note 1: Each residential unit will have 1 off street parking space  
 Note 2: Parking for on-site Activity Center 20 spaces











**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 1**  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,  
 TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.,  
 KITITAS COUNTY, WASHINGTON

**KITITAS COUNTY DEPARTMENT OF PUBLIC WORKS**  
 EXAMINED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_

**KITITAS COUNTY ENGINEER**

**KITITAS COUNTY HEALTH DEPARTMENT**  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D., PHASE 1, DIVISION NO. 4 PLAY HAS BEEN EXAMINED BY ME AND I FIND THAT THE SEWER AND WATER SYSTEMS SHOWN DOES MEET AND COMPLY WITH ALL REQUIREMENTS OF THE COUNTY HEALTH DEPARTMENT.  
 DATED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_

**KITITAS COUNTY HEALTH OFFICER**

**CERTIFICATE OF COUNTY PLANNING DIRECTOR**  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D., PHASE 1, DIVISION NO. 4 PLAY HAS BEEN EXAMINED BY ME AND I FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITITAS COUNTY PLANNING COMMISSION.  
 DATED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_

**KITITAS COUNTY PLANNING DIRECTOR**

**CERTIFICATE OF KITITAS COUNTY TREASURER**  
 I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR IN WHICH THE PLAY IS NOW TO BE FILED.  
 PARCEL NOS.: PNL 20-14-12022-0008 (79253A) & PNL 20-14-01020-0020 (13020)  
 DATED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_

**KITITAS COUNTY TREASURER**

**CERTIFICATE OF KITITAS COUNTY ASSESSOR**  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE P.U.D., PHASE 1, DIVISION NO. 4 PLAY HAS BEEN EXAMINED BY ME AND I FIND THE PROPERTY TO BE IN AN ACCEPTABLE CONDITION FOR PLAYING.  
 PARCEL NOS.: PNL 20-14-12022-0008 (79253A) & PNL 20-14-01020-0020 (13020)  
 DATED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_

**KITITAS COUNTY ASSESSOR**

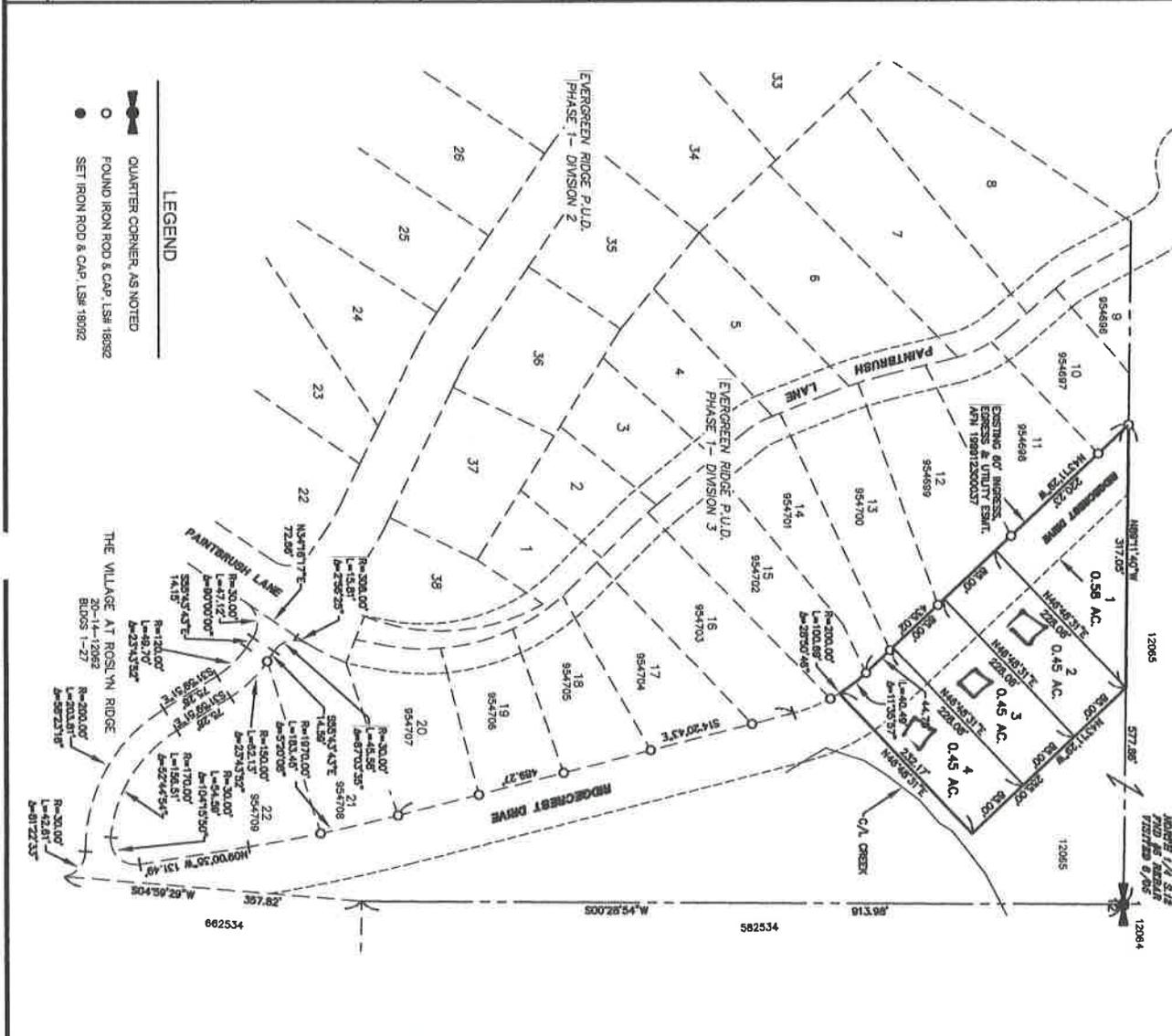
**KITITAS COUNTY BOARD OF COMMISSIONERS**  
 EXAMINED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_

**BOARD OF COUNTY COMMISSIONERS**  
 KITITAS COUNTY, WASHINGTON

**BY:** \_\_\_\_\_  
 CHAIRMAN

**ATTEST:** \_\_\_\_\_  
 CLERK OF THE BOARD

**NOTICE: THE APPROVAL OF THIS PLAY IS NOT A GUARANTEE THAT THE PLAYERS WILL BE QUALIFIED.**



**LEGEND**

- QUARTER CORNER, AS NOTED
- FOUND IRON ROD & CAP, LSH 18092
- SET IRON ROD & CAP, LSH 18092

**RECORDER'S CERTIFICATE**  
 Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ M.  
 In book \_\_\_\_\_ of page \_\_\_\_\_ at the request of  
**DAVID P. NELSON**  
 Surveyor's Name

**COUNTY AUDITOR** \_\_\_\_\_  
 Deputy County Auditor

**SURVEYOR'S CERTIFICATE**  
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the Republic of the **STATE OF WASHINGTON**, as amended by **IC 70A.0101**, **IC 70A.0102**, **IC 70A.0103**, **IC 70A.0104**, **IC 70A.0105**, **IC 70A.0106**, **IC 70A.0107**, **IC 70A.0108**, **IC 70A.0109**, **IC 70A.0110**, **IC 70A.0111**, **IC 70A.0112**, **IC 70A.0113**, **IC 70A.0114**, **IC 70A.0115**, **IC 70A.0116**, **IC 70A.0117**, **IC 70A.0118**, **IC 70A.0119**, **IC 70A.0120**, **IC 70A.0121**, **IC 70A.0122**, **IC 70A.0123**, **IC 70A.0124**, **IC 70A.0125**, **IC 70A.0126**, **IC 70A.0127**, **IC 70A.0128**, **IC 70A.0129**, **IC 70A.0130**, **IC 70A.0131**, **IC 70A.0132**, **IC 70A.0133**, **IC 70A.0134**, **IC 70A.0135**, **IC 70A.0136**, **IC 70A.0137**, **IC 70A.0138**, **IC 70A.0139**, **IC 70A.0140**, **IC 70A.0141**, **IC 70A.0142**, **IC 70A.0143**, **IC 70A.0144**, **IC 70A.0145**, **IC 70A.0146**, **IC 70A.0147**, 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**IC 70A.0616**, **IC 70A.0617**, **IC 70A.0618**, **IC 70A.0619**, **IC 70A.0620**, **IC 70A.0621**, **IC 70A.0622**, **IC 70A.0623**, **IC 70A.0624**, **IC 70A.0625**, **IC 70A.0626**, **IC 70A.0627**, **IC 70A.0628**, **IC 70A.0629**, **IC 70A.0630**, **IC 70A.0631**, **IC 70A.0632**, **IC 70A.0633**, **IC 70A.0634**, **IC 70A.0635**, **IC 70A.0636**, **IC 70A.0637**, **IC 70A.0638**, **IC 70A.0639**, **IC 70A.0640**, **IC 70A.0641**, **IC 70A.0642**, **IC 70A.0643**, **IC 70A.0644**, **IC 70A.0645**, **IC 70A.0646**, **IC 70A.0647**, **IC 70A.0648**, **IC 70A.0649**, **IC 70A.0650**, **IC 70A.0651**, **IC 70A.0652**, **IC 70A.0653**, **IC 70A.0654**, **IC 70A.0655**, **IC 70A.0656**, **IC 70A.0657**, **IC 70A.0658**, **IC 70A.0659**, **IC 70A.0660**, **IC 70A.0661**, **IC 70A.0662**, **IC 70A.0663**, **IC 70A.0664**, **IC 70A.0665**, **IC 70A.0666**, **IC 70A.0667**, **IC 70A.0668**, **IC 70A.0669**, **IC 70A.0670**, **IC 70A.0671**, **IC 70A.0672**, **IC 70A.0673**, **IC 70A.0674**, **IC 70A.0675**, **IC 70A.0676**, **IC 70A.0677**, **IC 70A.0678**, **IC 70A.0679**, **IC 70A.0680**, **IC 70A.0681**, **IC 70A.0682**, **IC 70A.0683**, **IC 70A.0684**, **IC 70A.0685**, **IC 70A.0686**, **IC 70A.0687**, **IC 70A.0688**, **IC 70A.0689**, **IC 70A.0690**, **IC 70A.0691**, **IC 70A.0692**, **IC 70A.0693**, **IC 70A.0694**, **IC 70A.0695**, **IC 70A.0696**, **IC 70A.0697**, **IC 70A.0698**, **IC 70A.0699**, **IC 70A.0700**, **IC 70A.0701**, **IC 70A.0702**, **IC 70A.0703**, **IC 70A.0704**, **IC 70A.0705**, **IC 70A.0706**, **IC 70A.0707**, **IC 70A.0708**, **IC 70A.0709**, **IC 70A.0710**, **IC 70A.0711**, **IC 70A.0712**, **IC 70A.0713**, **IC 70A.0714**, **IC 70A.0715**, **IC 70A.0716**, **IC 70A.0717**, **IC 70A.0718**, **IC 70A.0719**, **IC 70A.0720**, **IC 70A.0721**, **IC 70A.0722**, **IC 70A.0723**, **IC 70A.0724**, **IC 70A.0725**, **IC 70A.0726**, **IC 70A.0727**, **IC 70A.0728**, **IC 70A.0729**, **IC 70A.0730**, **IC 70A.0731**, **IC 70A.0732**, **IC 70A.0733**, **IC 70A.0734**, **IC 70A.0735**, **IC 70A.0736**, **IC 70A.0737**, **IC 70A.0738**, **IC 70A.0739**, **IC 70A.0740**, **IC 70A.0741**, **IC 70A.0742**, **IC 70A.0743**, **IC 70A.0744**, **IC 70A.0745**, **IC 70A.0746**, **IC 70A.0747**, **IC 70A.0748**, **IC 70A.0749**, **IC 70A.0750**, **IC 70A.0751**, **IC 70A.0752**, **IC 70A.0753**, **IC 70A.0754**, **IC 70A.0755**, **IC 70A.0756**, **IC 70A.0757**, **IC 70A.0758**, **IC 70A.0759**, **IC 70A.0760**, **IC 70A.0761**, **IC 70A.0762**, **IC 70A.0763**, **IC 70A.0764**, **IC 70A.0765**, **IC 70A.0766**, **IC 70A.0767**, **IC 70A.0768**, **IC 70A.0769**, **IC 70A.0770**, **IC 70A.0771**, **IC 70A.0772**, **IC 70A.0773**, **IC 70A.0774**, **IC 70A.0775**, **IC 70A.0776**, **IC 70A.0777**,



ATTACHMENT D



VICINITY MAP - N.T.S.

**APPROVALS**

KITITAS COUNTY DEPARTMENT OF HEALTH SERVICES  
 EX-100 APPROVED THIS 17TH DAY OF  
 APRIL, A.D. 2012

KITITAS COUNTY HEALTH DEPARTMENT  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE PLUD, PHASE 1, DIVISION NO. 4 PLAT HAS BEEN EXAMINED BY ME AND I FIND THAT THE SERVICE AND WATER SYSTEMS REQUIREMENTS OF THE COUNTY HEALTH DEPARTMENT, DATED HIS 22 DAY OF MARCH, A.D. 2012

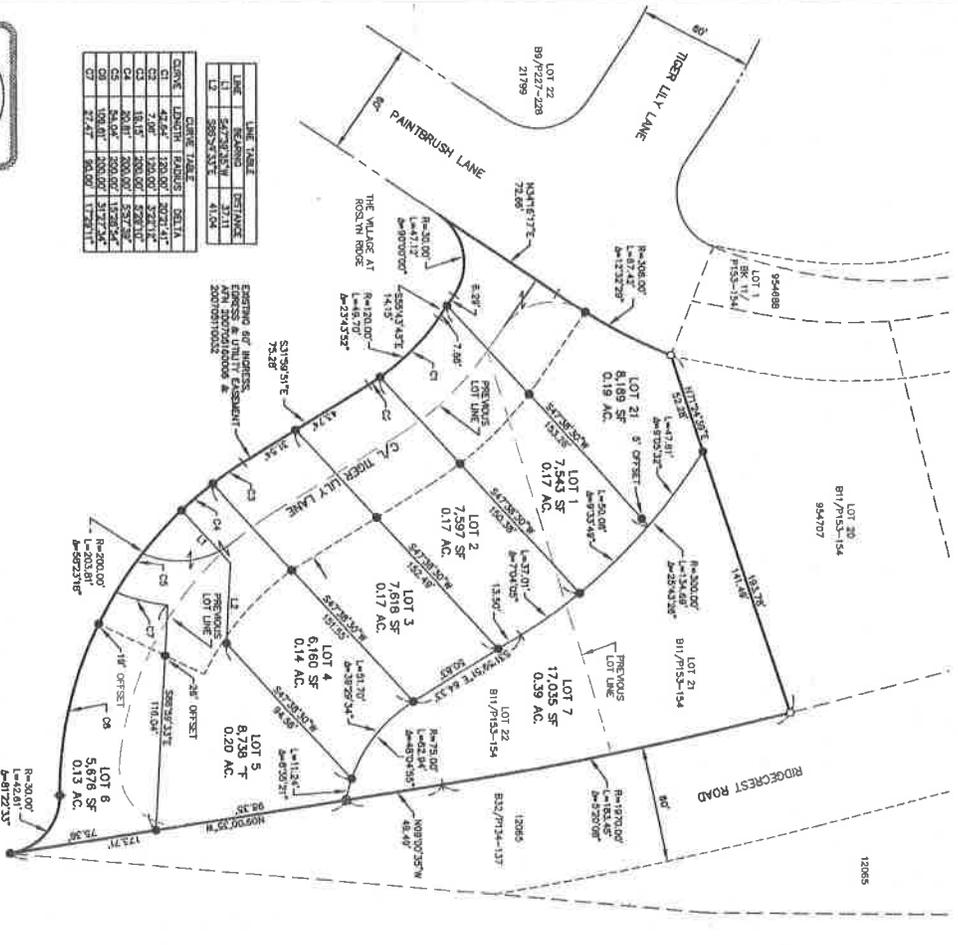
KITITAS COUNTY PLANNING DIRECTOR  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE PLUD, PHASE 1, DIVISION NO. 4 PLAT HAS BEEN EXAMINED BY ME AND I FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITITAS COUNTY PLANNING COMMISSION, DATED THE 22ND DAY OF MARCH, A.D. 2012

KITITAS COUNTY TREASURER  
 I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS I HAVE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR ARE CORRECT AND ACCURATE.

KITITAS COUNTY ASSESSOR  
 I HEREBY CERTIFY THAT THE EVERGREEN RIDGE PLUD, PHASE 1, DIVISION NO. 4 PLAT HAS BEEN EXAMINED BY ME AND I FIND THE PROPERTY TO BE IN AN ACCEPTABLE CONDITION FOR PLATTING.

BOARD OF COUNTY COMMISSIONERS  
 KITITAS COUNTY, WASHINGTON  
 I HEREBY APPROVE THIS 17TH DAY OF APRIL, A.D. 2012

**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4**  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,  
 TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.  
 KITITAS COUNTY, STATE OF WASHINGTON



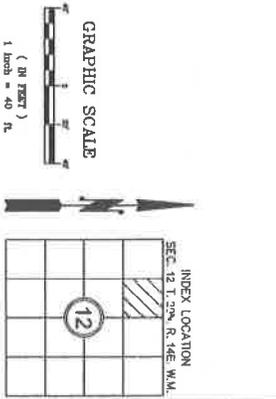
LINE	BEARING	DISTANCE
1	S47°20'35"W	37.11
2	S80°27'57"E	41.04



RECORDED'S CERTIFICATE 2012-04-17-0014  
 Filed for record this 17th day of April, 2012, at the office of DAVID P. NELSON, Surveyor, at the request of [Name Redacted].

SURVEYOR'S CERTIFICATE  
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the State of Washington, Chapter 65A RCW, and I certify that the same is true and correct.

- LEGEND**
- SET 5/8" IRON ROD & CAP, LSF 18092
  - SET MONUMENT/FLASHER IN SANDSTONE BOULDER, LSF 18092
  - IRON ROD & CAP, LSF 18092 PER BOOK
  - 11 OF PLATS, PAGES 153 & 154 (NOT VISITED)



**Encompass**  
 ENGINEERING & SURVEYING  
 161 NE Maple Street, Suite 201 • Issaquah, WA 98027 • Phone: (425) 375-0202 • Fax: (425) 371-1033  
 100 1st Street • Co. Bldg. #9222 • Phone: (509) 674-7113 • Fax: (509) 674-7119

EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,  
 TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.  
 KITITAS COUNTY, STATE OF WASHINGTON

DATE: 2/2012  
 SCALE: 1" = 40'  
 SHEET: 1 OF 3

04/17/2012 11:38:28 AM V: 12 P: 30 201204170014  
 Kititas County Auditor  
 P-01-01



EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,  
 TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.  
 KITITAS COUNTY, STATE OF WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT TRAVELWAY RIDGE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, HAS HEREBY DEeded TO THE PUBLIC THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY OFFER, SURRENDER AND PAY AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 12 DAY OF April, A.D. 2012.

NAME: Travelway Ridge, LLC  
 TITLE: President  
 STATE OF Washington  
 COUNTY OF Kititas S.S.

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ S.S.

ON THIS 12th DAY OF April, 2012, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, AND ONE OF THE STATE OF WASHINGTON, DAVID P. NELSON, DEPUTY COUNTY RECORDER, TO US KNOWN TO BE THE TRUSTED AND SOLE COMMISSIONER OF THE PUBLIC LANDS AND SOLE COMMISSIONER OF THE FOREGOING TRAVELWAY RIDGE, LLC, AND THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND CONSIDERING THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID TRAVELWAY RIDGE, LLC, AND THE LIMITED LIABILITY COMPANY, AND BEING FULLY ADVISED OF THE CONTENTS AND PURPOSES HEREOF, AND ON DAH STATED THAT SAID TRAVELWAY RIDGE, LLC, AND THE LIMITED LIABILITY COMPANY, AND ON DAH STATED AND AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.



Signature of David P. Nelson  
 Notary Public in and for the State of Washington  
 My Commission Expires 12/31/13

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT GLE ELM FINEST, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, HAS HEREBY DEeded TO THE PUBLIC THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY OFFER, SURRENDER AND PAY AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 12 DAY OF April, A.D. 2012.

NAME: Gle Elm Finest, LLC  
 TITLE: President  
 STATE OF Washington  
 COUNTY OF Kititas S.S.

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ S.S.

ON THIS 12th DAY OF April, 2012, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, AND ONE OF THE STATE OF WASHINGTON, DAVID P. NELSON, DEPUTY COUNTY RECORDER, TO US KNOWN TO BE THE TRUSTED AND SOLE COMMISSIONER OF THE PUBLIC LANDS AND SOLE COMMISSIONER OF THE FOREGOING GLE ELM FINEST, LLC, AND THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND CONSIDERING THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID GLE ELM FINEST, LLC, AND THE LIMITED LIABILITY COMPANY, AND BEING FULLY ADVISED OF THE CONTENTS AND PURPOSES HEREOF, AND ON DAH STATED THAT SAID GLE ELM FINEST, LLC, AND THE LIMITED LIABILITY COMPANY, AND ON DAH STATED AND AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.



Signature of David P. Nelson  
 Notary Public in and for the State of Washington  
 My Commission Expires 12/31/13

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MALINDA WILSON, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, HAS HEREBY DEeded TO THE PUBLIC THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY OFFER, SURRENDER AND PAY AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 12 DAY OF April, A.D. 2012.

NAME: Malinda Wilson, LLC  
 TITLE: President  
 STATE OF Washington  
 COUNTY OF Kititas S.S.

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ S.S.

ON THIS 12th DAY OF April, 2012, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, AND ONE OF THE STATE OF WASHINGTON, DAVID P. NELSON, DEPUTY COUNTY RECORDER, TO US KNOWN TO BE THE TRUSTED AND SOLE COMMISSIONER OF THE PUBLIC LANDS AND SOLE COMMISSIONER OF THE FOREGOING MALINDA WILSON, LLC, AND THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND CONSIDERING THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID MALINDA WILSON, LLC, AND THE LIMITED LIABILITY COMPANY, AND BEING FULLY ADVISED OF THE CONTENTS AND PURPOSES HEREOF, AND ON DAH STATED THAT SAID MALINDA WILSON, LLC, AND THE LIMITED LIABILITY COMPANY, AND ON DAH STATED AND AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.



Signature of David P. Nelson  
 Notary Public in and for the State of Washington  
 My Commission Expires 12/31/13

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT JAMES K. SCHLIER & ASSOCIATES, INC., AS TO AN UNDIVIDED 1/328 INTEREST AND JAMES K. SCHLIER & ASSOCIATES, INC., AS TO AN UNDIVIDED 1/328 INTEREST, HAS HEREBY DEeded TO THE PUBLIC THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY OFFER, SURRENDER AND PAY AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 12 DAY OF April, A.D. 2012.

NAME: James K. Schlier & Associates, Inc.  
 TITLE: President  
 STATE OF Washington  
 COUNTY OF Kititas S.S.

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ S.S.

ON THIS 12th DAY OF April, 2012, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, AND ONE OF THE STATE OF WASHINGTON, DAVID P. NELSON, DEPUTY COUNTY RECORDER, TO US KNOWN TO BE THE TRUSTED AND SOLE COMMISSIONER OF THE PUBLIC LANDS AND SOLE COMMISSIONER OF THE FOREGOING JAMES K. SCHLIER & ASSOCIATES, INC., AND THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND CONSIDERING THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID JAMES K. SCHLIER & ASSOCIATES, INC., AND THE LIMITED LIABILITY COMPANY, AND BEING FULLY ADVISED OF THE CONTENTS AND PURPOSES HEREOF, AND ON DAH STATED THAT SAID JAMES K. SCHLIER & ASSOCIATES, INC., AND THE LIMITED LIABILITY COMPANY, AND ON DAH STATED AND AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.



Signature of David P. Nelson  
 Notary Public in and for the State of Washington  
 My Commission Expires 12/31/13



P-01-01



RECORDER'S CERTIFICATE 2012-04170014

This map correctly represents a survey made by me or under my direction in conformity with the requirements of the Survey Recording Act of the State of Washington, Chapter 65A RCW, and I have no objection to its recording.

DAVID P. NELSON  
 Deputy County Auditor

DAVID P. NELSON  
 DATE

Certificate No. 18092



1616 E. Poplar Blvd., Suite 201 - Wenatchee, Washington 98801  
 1000 Riverside Blvd., Suite 200 - Wenatchee, Washington 98801  
 1000 Riverside Blvd., Suite 200 - Wenatchee, Washington 98801

EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M. KITITAS COUNTY, STATE OF WASHINGTON			
OWN BY	DATE	JOB NO.	
G. WEISER	2/2012	11134	
D. NELSON	N/A	3	OF 3

10-216

10/210

200105300004

# SURVEY MAP AND PLANS VILLAGE AT ROSLYN RIDGE A CONDOMINIUM

## A PORTION OF SECTION 12, T. 20 N., R.14 E., W.M. KITITAS COUNTY, WASHINGTON

N 89°11'40" W 2644.82' (ENC) (ESM)  
BASIS OF BEARINGS:



SCALE: 1" = 50'

P-07-01  
BOOK D, PAGES 47 AND 48

LOT 2A  
BOUNDARY LINE  
ADJUSTMENT  
RECORDING NO.  
20080-4170033

LOT 2B  
BOUNDARY LINE  
ADJUSTMENT  
RECORDING NO.  
20080-4170033

LOT 2B  
BOUNDARY LINE  
ADJUSTMENT  
RECORDING NO.  
20080-4170033

60' ACCESS & UTILITY EASEMENT OVER  
ROCK ROSE DRIVE AND RIDGE CREST  
DRIVE AS RECORDED UNDER AUDITOR'S  
FILE NO. 200806020052

HORIZONTAL DATUM: WASHINGTON STATE PLANE COORDINATE SYSTEM  
SOUTH ZONE NAD 83

VERTICAL DATUM: NVD 88(91)

BENCHMARK: CCS CONTROL POINT #5  
5/8" REBAR WITH CONTROL POINT CAP  
ELEVATION - 2371.26 FEET  
NORTH 836877.19 FEET  
EAST 1508844.73 FEET

### SURVEY INSTRUMENTATION

SURVEYING PERFORMED IN CONJUNCTION WITH THIS PLAN UTILIZED THE  
FOLLOWING EQUIPMENT AND PROCEDURES:

10" TOTAL STATION MAINTAINED TO MANUFACTURER'S SPECIFICATIONS AS  
REQUIRED BY WAC-332-130-100.

PROCEDURE USED: FIELD TRAVERSE WITH ACCURACY MEETING OR EXCEEDING  
THE REQUIREMENTS OF WAC-332-130-080

### LEGEND

- Δ DELTA
- R RADIUS
- L ARC LENGTH
- (R) RADIAL BEARING
- (ENC) ENCOMPASS SURVEY BOUNDARY LINE ADJUSTMENT RECORDING NO. 20080-4170033
- ⊕ SET CONCRETE MONUMENT WITH BRASS CAP STAMPED "L.S. 28294", IN CASE
- 1202 UNIT DESIGNATION
- L.C.E. LIMITED COMMON ELEMENT
- C.E. COMMON ELEMENT



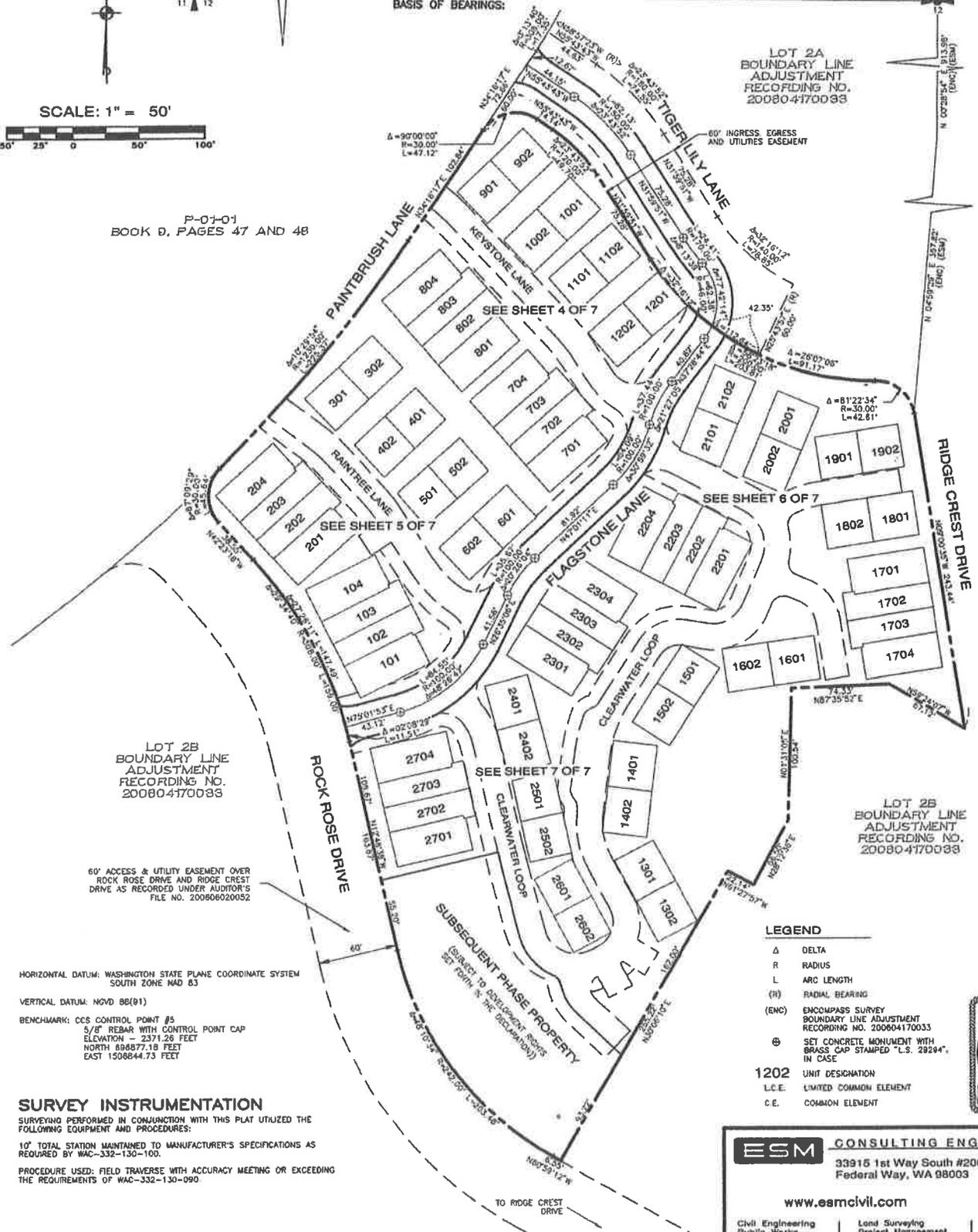
**ESM CONSULTING ENGINEERS LLC**  
 33915 1st Way South #200  
 Federal Way, WA 98003

www.esmcivil.com

FEDERAL HWY (857) 888-8113  
 807HILL (252) 418-4144  
 CLE ELUM (206) 874-1905

Civil Engineering Public Works	Land Surveying Project Management	Land Planning Landscape Architecture
-----------------------------------	--------------------------------------	---

JOB NO. 410-027-005      DATE: 4/23/07





VICINITY MAP - N.T.S.

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS  
 CHIEF AND APPROVED THIS 5th DAY OF  
 APRIL A.D. 2008

KITTITAS COUNTY HEALTH DEPARTMENT  
 HEALTH OFFICER  
 APPROVED THIS 5th DAY OF APRIL A.D. 2008

KITTITAS COUNTY PLANNING DIRECTOR  
 APPROVED THIS 10th DAY OF JUNE A.D. 2008

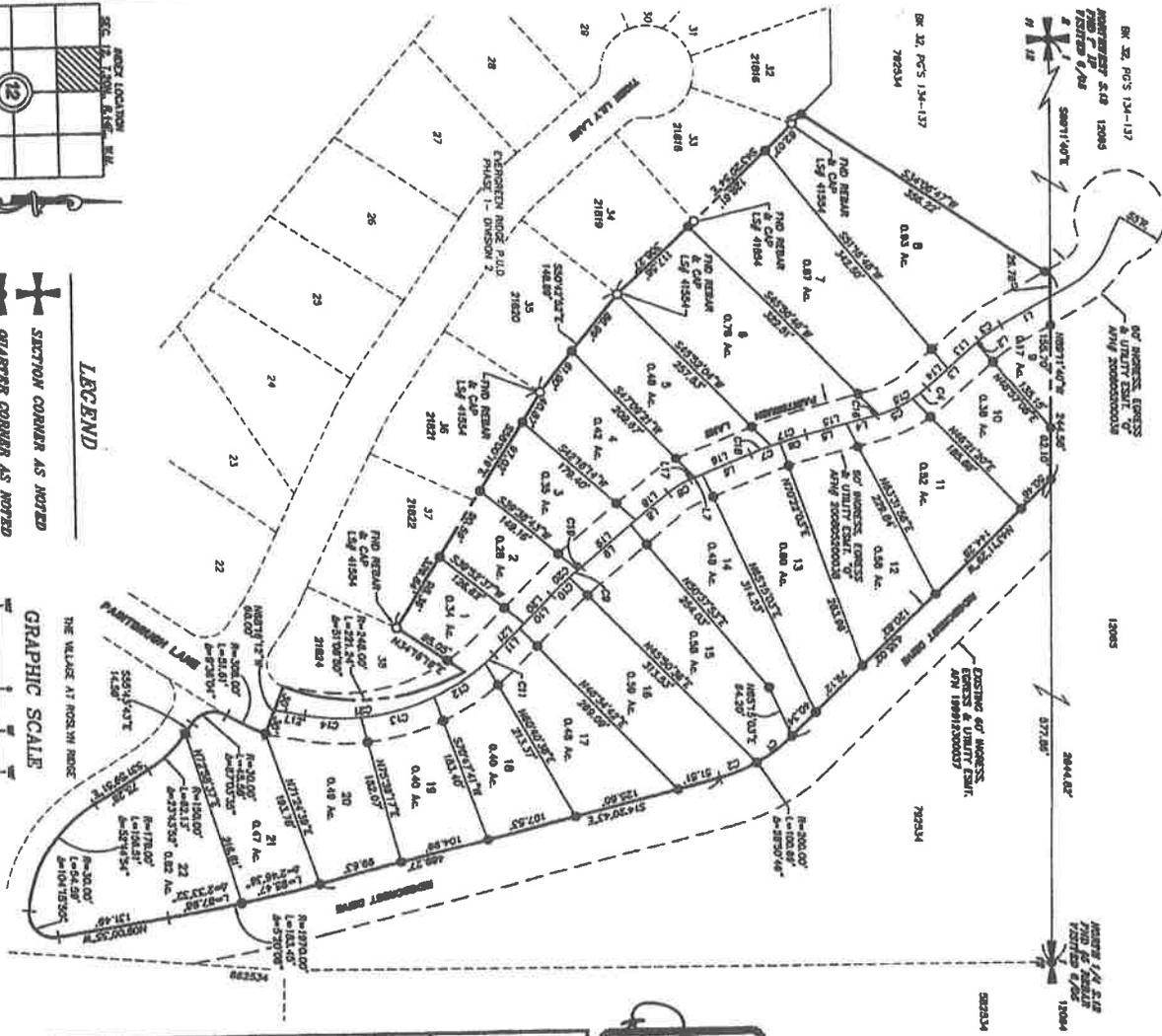
KITTITAS COUNTY BOARD OF COMMISSIONERS  
 APPROVED AND APPROVED THIS 11th DAY OF  
 JUNE A.D. 2008

KITTITAS COUNTY BOARD OF COMMISSIONERS  
 APPROVED AND APPROVED THIS 11th DAY OF  
 JUNE A.D. 2008

KITTITAS COUNTY BOARD OF COMMISSIONERS  
 APPROVED AND APPROVED THIS 11th DAY OF  
 JUNE A.D. 2008

KITTITAS COUNTY BOARD OF COMMISSIONERS  
 APPROVED AND APPROVED THIS 11th DAY OF  
 JUNE A.D. 2008

**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 3**  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12, T. 20N., R. 14E., W.M.  
 KITTITAS COUNTY, STATE OF WASHINGTON



- LEGEND**
- SECTION CORNER AS NOTED
  - QUARTER CORNER AS NOTED
  - SPT REBAR & CAP LOG 18002
  - ROUND REBAR & CAP



RECORDER'S CERTIFICATE 20080600013

Found for record this 8th day of April 2008, at Kittitas County, Washington, in book 11, of page 153, of the request of David P. Nelson, Surveyor's Name, Kittitas County Auditor.

This map correctly represents a survey made by me or under my direction in conformity with the requirements of the Surveying Act of the State of Washington, Chapter 70A, RCW, and the rules and regulations of the Board of Professional Surveyors, State of Washington.

DAVID P. NELSON  
 Surveyor  
 Certificate No. 18982



106 EAST 2ND STREET  
 CLE ELUM, WA 99022  
 PHONE: (509) 874-7433  
 FAX: (509) 874-7418

EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 3  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12, T. 20N., R. 14E., W.M.  
 KITTITAS COUNTY, STATE OF WASHINGTON

OWN BY	DATE	LSD NO.
G. WEISER	05/08	07234
CHD BY	SCALE	SHEET
D. NELSON	1"=100'	1 OF 2



# EVERGREEN RIDGE P.U.D. PHASE 1 - DIVISION 2

LOCATED IN THE NW1/4 OF SECTION 12, T.20N., R.14E., W.M.  
 KITTITAS COUNTY, STATE OF WASHINGTON

RECEIVING NO. 202508220058  
 1/8 9 Page 227 of 262

9-25

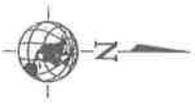


413,658 sq. ft.  
 9.50 ac

**CURVE TABLE**

CURVE	LENGTH	RADIUS
C1	38.50	211.00
C2	38.50	211.00
C3	17.44	273.00
C4	10.19	273.00
C5	67.43	308.00
C6	20.71	308.00
C7	33.52	167.00
C8	43.70	303.00
C9	9.72	303.00
C10	20.32	23.00
C11	20.32	23.00
C12	63.31	59.00
C13	48.14	59.00
C14	37.46	59.00
C15	31.97	59.00
C16	30.32	23.00
C17	20.32	23.00
C18	29.97	59.00
C19	13.72	243.00
C20	30.32	23.00
C21	30.32	23.00
C22	30.32	23.00
C23	44.18	101.00
C24	23.24	246.00

- LEGEND**
- FOUND PROPERTY CORNER
  - SET PROPERTY CORNER LS 4154
  - ◊ MONUMENT TO BE SET
  - PLAT BOUNDARY LINE



OFFICE: SEATTLE | SYSTEM: HPPAV | USER: TRT

SUBMITTED BY: TRT/AL  
 DRAWN BY: TRT  
 LAST EDIT: 08/22/05  
 DATE: 08/22/05  
 BY: TRT/AL  
 CHECKED BY: TRT/AL  
 APPROVED BY: [Signature]  
 PLAT DATE: 08/22/05  
 CR: [Signature]

**CENTRAL CASCADE SURVEYING INC.**  
 301 WEST 1ST STREET,  
 CLE ELUM, WA 98922  
 509-674-5868 EXT. 112



KITTITAS COUNTY  
 SCALE: 1" = 100'

**PORT QUENDALL DEVELOPMENT  
 EVERGREEN RIDGE P.U.D.  
 PHASE 1 - DIVISION 2**

PROJECT NO. 0001.003  
 DRAWING FILE NAME: FOR-PLAT

WASHINGTON  
 SHEET 1/2





ATTACHMENT E



## KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

"Building Partnerships – Building Communities"

April 19, 2013

Clint Perry, Director  
Evergreen Valley Water System  
PO Box 394  
Cle Elum, WA 98922

RE: Evergreen Valley Water System Plan

Dear Mr. Perry,

This letter is to inform you that Kittitas County Community Development Services did receive a copy of the Evergreen Valley Water System Plan on March 19, 2013. We have reviewed the submitted water system plan and have determined that it is consistent with the County's Comprehensive Plan and Development Regulations. Please find attached to this letter the signed Local Government Consistency Review Checklist.

If you have any questions regarding our determination, please feel free to contact our office at (509) 962-7506.

Sincerely,

Lindsey Ozbolt  
Staff Planner

Enc: DOH Local Government Consistency Review Checklist

MAR 19 2013



Local Government Consistency Review Checklist

KITTITAS COUNTY  
ODS

Water System Name: Evergreen Valley PWS ID: 02150J

Planning/Engineering Document Title: Water System Plan Plan Date: March/2013

Local Government with Jurisdiction: Kittitas County Community Development Services

**WAC 246-290-108 Consistency with local plans and regulations:**

Consistency with local plans and regulations applies to planning and engineering documents under WAC 246-290-106, 246-290-107, and 246-290-110(4)(b) (ii).

1) Municipal water suppliers must include a consistency review and supporting documentation in its planning or engineering document describing how it has addressed consistency with **local plans and regulations**. This review must include specific elements of local plans and regulations, as they reasonably relate to water service as determined by Department of Health (DOH). Complete the table below and see instructions on back.

Local Government Consistency Statement	Page(s) in Planning Document	Yes - No - Not Applicable
a) The water system service area is consistent with the adopted <u>land use and zoning</u> within the applicable service area.	Ch. 1	Yes
b) The <u>six-year growth projection</u> used to forecast water demand is consistent with the adopted city/county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology.	Ch. 2 & 3	Yes
c) Applies to <u>cities and towns that provide water service</u> : All water service area policies of the city or town are consistent with the <u>utility service extension ordinances</u> of the city or town.		N/A
d) <u>Service area policies</u> for new service connections are consistent with the adopted local plans and adopted development regulations of all jurisdictions with authority over the service area [City(ies), County(ies)].	Ch. 4 & 6	Yes
e) <u>Other relevant elements</u> related to water supply are addressed in the water system plan, if applicable; Coordinated Water System plans, Regional Wastewater plans, Reclaimed Water plans, Groundwater Area Management plans, and Capital Facilities Element of Comprehensive plans.		N/A

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.

Lindsey M. Dabolt  
Signature

4/19/13  
Date

Lindsey M. Dabolt, Staff Planner, Kittitas County Community Development  
Printed Name, Title, & Jurisdiction

## Consistency Review Guidance

### For Use by Local Governments and Municipal Water Suppliers



This checklist may be used to meet the requirements of WAC 246-290-108. When using an alternative format, it must describe all of the elements; 1a), b), c), d), and e), when they apply.

For **water system plans (WSP)**, a consistency review is required for the retail service area and any additional areas where a municipal water supplier wants to expand its water right's place of use.

For **small water system management programs**, a consistency review is only required for areas where a municipal water supplier wants to expand its water right's place of use. If no water right place of use expansion is requested, a consistency review is not required.

For **engineering documents**, a consistency review is required for areas where a municipal water supplier wants to expand its water right's place of use (water system plan amendment is required). For non-community water systems, a consistency review is required when requesting a place of use expansion. All engineering documents must be submitted with a service area map per WAC 246-290-110(4)(b)(ii).

**A) Documenting Consistency:** Municipal water suppliers must document all of the elements in a consistency review per WAC 246-290-108.

- 1 a) Provide a copy of the adopted **land use/zoning** map corresponding to the service area. The uses provided in the WSP should be consistent with the adopted land use/zoning map. Include any other portions of comprehensive plans or development regulations that are related to water supply planning.
- 1 b) Include a copy of the **six-year growth projections** that corresponds to the service area. If the local population growth rate projections are not used, provide a detailed explanation on why the chosen projections more accurately describe the expected growth rate. Explain how it is consistent with the adopted land use.
- 1c) Include water service area policies and show that they are consistent with the **utility service extension ordinances** within the city or town boundaries. This applies to cities and towns only.
- 1 d) Include all **service area policies** for how new water service will be provided to new customers.
- 1 e) **Other relevant elements** related to water supply planning as determined by the department (DOH). See Local Government Consistency – Other Relevant Elements, Policy B.07, September 2009.

**B) Documenting an Inconsistency:** Please document the inconsistency, include the citation from the comprehensive plan or development regulation, and provide direction on how this inconsistency can be resolved.

**C) Documenting Lack of Consistency Review by Local Government:** Where the local government with jurisdiction did not provide a consistency review, document efforts made and the amount of time provided to the local government for their review. Please include: name of contact, date, and efforts made (letters, phone calls, and e-mails). In order to self-certify, please contact the DOH Planner.

The Department of Health is an equal opportunity agency. For persons with disabilities, this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (TTY 1-800-833-6388).



STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

1500 West 4th Avenue, Suite 305 • Spokane, Washington 99204  
FAX: (509) 456-2997

February 4, 2008

Mark Nelson  
Evergreen Valley Water System  
PO Box 394  
Cle Elum, WA 98922

Subject: Evergreen Valley Water System; PWS ID #02150J; Kittitas County;  
WSP Service Area Amendment; DOH Project #07-1109; **APPROVAL**

Dear Mr. Nelson:

The amendment to the Evergreen Valley Water System Plan (WSP), received in this office on November 7, 2007, has been reviewed and in accordance with the provisions of WAC-246-295-050 and 060, is hereby **APPROVED** for the change in service area.

Pursuant to WAC 246-295-090, the Water System will need to update the WSP within six years of the original approval date of May 9, 2006. This amendment approval does not affect your original WSP approval date. The Water System Plan update is due prior to May 9, 2012.

Approval of this plan is valid as it relates to current standards outlined in Chapter 246-290 WAC, revised January 2007, Chapter 246-293 WAC, revised September 1997, Chapter 70.116 RCW, and is subject to the qualifications herein. Future revisions in the rules and statutes may be more stringent and require facility modification or corrective action.

The WSP includes capacity information demonstrating the physical and legal ability of the water system to provide water during the six-year period, for which the approval of this WSP is valid.

This approval does not provide any guarantee and should not be considered to provide any guarantee concerning legal use of water or subsequent water rights decisions by the Department of Ecology (Ecology).

Per DOH policy, there is a fee of \$102.00 per hour is assessed for the review of Water System Plans. Payment for our review is due at this time and an invoice in the amount of \$306.00 has been enclosed.



Mark Nelson  
Evergreen Valley Water System  
February 4, 2008  
Page 2

Thank you for submitting the WSP Amendment. If you have any questions or wish to check our records, please feel free to contact me at (509) 456-2457.

Sincerely,

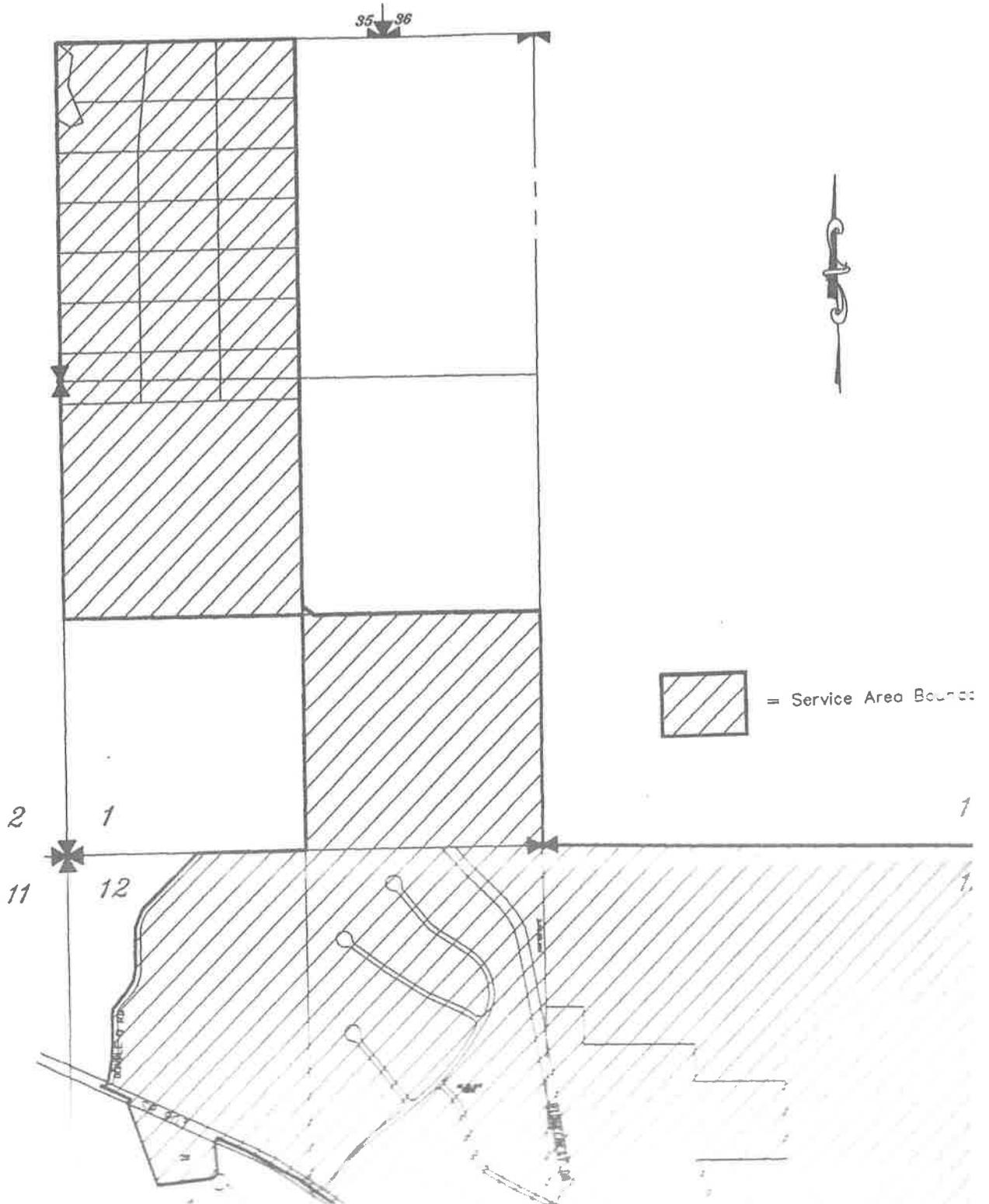


Christine Collins  
Regional Planner  
Office of Drinking Water  
Division of Environmental Health

Enclosure: Invoice

cc: Kittitas County Planning  
Kittitas County Health District  
Carol Mortensen, DOE, CRO  
Tom Justus, Regional Engineer

# Evergreen Valley Water System Retail Service Area Boundary Portions of T20N-R14E-Sec 12 & 1







STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

15 West Yakima Avenue, Suite 200 • Yakima, Washington 98902-3452 • (509) 575-2490

October 17, 2006

Mr. Clinton M. Perry  
Evergreen Valley Utilities  
PO Box 462  
Roslyn, Washington 98941

**RE: Evergreen Valley Utilities, Kittitas County; Comprehensive Sewer Plan**

Dear Mr. Perry:

In accordance with RCW 90.48.110 and Chapter 173-240 and on behalf of the Department of Ecology, the Comprehensive Sewer Plan for Evergreen Valley and Evergreen Ridge with a revision date of September 9, 2006 is hereby **APPROVED**.

Nothing in this approval shall be construed as satisfying other applicable federal, state or local statutes, ordinances or regulations.

Chapter 43.21B RCW provides that any person who feels aggrieved by such an approval may appeal to the Pollution Control Hearings Board of Washington, with a copy to the Director of the Department of Ecology, within thirty (30) days of receipt of this approval. Procedures for requesting a hearing may be obtained from this department.

Please feel free to call Richard A. Koch, P.E. at (509)329-3519 or Rick Frye at (509)575-2821 regarding this approval or for other questions on this review.

Sincerely,

Denise E. Mills, LHG  
Water Quality Program

DEM:KH:cmr

cc: Kevin L. Alexander, P.E. SPI  
Rick Frye, Ecology - Yakima  
Richard A. Koch, P.E., - Ecology - Spokane





STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
OFFICE OF SHELLFISH AND WATER PROTECTION  
1500 West Fourth Ave • Suite 403 • Spokane, Washington 99204-1656  
(509) 456-4431 • Fax (509) 456-3127

November 6, 2006

Mr. Clint Perry  
Evergreen Valley Utilities  
PO Box 462  
Roslyn, Washington 98941

Dear Mr. Perry:

Re: Evergreen Valley Utilities, Kittitas County, Revised General Sewer Plan;  
DOH Project # R06-008; Conditional Approval

The Evergreen Valley Utilities Revised General Sewer Plan received in our office on October 5, 2006 has been reviewed in accordance with the provisions of WAC 246-271 for conformance with the Water Reclamation and Reuse Standards, and is hereby **APPROVED**.

**Provided that:**

1. Detailed criteria for the design, startup and long-term maintenance of a constructed treatment wetland must be provided for in the facility plan or engineering report.
2. A formal reliability assessment must be provided in the facility plan or engineering report.

Further, it is recommended that a reserve account equal to 10%-15% of the installed value of the plant asset be included for equipment replacement as a portion of the project budget.

Please note that this approval addresses issues of concern of this department and is not intended to either supersede or replace requirements of or approvals required from the Washington Department of Ecology.



Mr. Clint Perry  
Evergreen Valley Utilities  
November 6, 2006  
Page 2 of 3

Regulations establishing a schedule of fees for review and approval of planning, engineering and construction documents were adopted July 1, 1987 and revised in November 4, 1995. An itemized bill for 990.00 is enclosed.

If you have any questions, please feel free to contact me at (509) 456-2466 or through email at [craig.riley@doh.wa.gov](mailto:craig.riley@doh.wa.gov).

Sincerely,



Craig L. Riley, P.E.  
Water Reclamation & Reuse Program  
Division of Environmental Health

cc: Klickitat County Health Department  
Separation Processes, Inc. Carlsbad, CA  
Richard Koch, Dept. of Ecology, ERO, Spokane  
Tom Justus, WDOH, ERO, Spokane



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

15 W Yakima Ave, Ste 200 • Yakima, WA 98902-3452 • (509) 575-2490

June 26, 2008

Clinton D. Perry, Director  
Evergreen Valley Utilities  
301 W. 1<sup>st</sup> Street, Suite B  
PO Box 394  
Cle Elum, WA 98922

**RE: Approval of Evergreen Valley Utilities Engineering Report  
Tracking Number 0705-3A**

Dear Mr. Perry:

The Department of Ecology has received and reviewed the additional updates to the Evergreen Valley Utilities Engineering Report on June 25, 2008. In accordance with RCW 90.48.110 and Chapter 173-240 WAC, the Evergreen Valley Utilities Engineering Report is hereby **APPROVED** as an Engineering Report.

This document is approved only as an engineering report because the Department of Ecology's legal requirements for funding wastewater projects have not been fully complied with. Before the project can be considered eligible for funding by the Department of Ecology or other federal funding sources, the State Environmental Review Process (SERP) or NEPA must be completed. Additionally, both state and federal law require that only the cost-effective alternative be funded. The analysis of Alternative 1 and its comparison with Alternative 2 is currently insufficient to make the cost-effective determination.

Should you choose to seek funding through Ecology, the above comments must be addressed.

Nothing in this approval shall be construed as satisfying other applicable federal, state or local statutes, ordinances or regulations.

You have the right to appeal this approval of your Engineering Report to the Pollution Control Hearings Board. Pursuant to Chapter 43.21B RCW, your appeal must be filed with the Pollution



Clinton D. Perry, Director  
Evergreen Valley Utilities  
June 26, 2008  
Page 2

Control Hearings Board, and served on the Department of Ecology, within 30 days of the date of your receipt of this document.

To appeal this action or decision, your notice of appeal must contain a copy of the Ecology order, action, or decision you are appealing.

Your appeal must be filed with:

The Pollution Control Hearings Board  
4224 – 6<sup>th</sup> Avenue SE, Rowe Six, Bldg. 2  
PO Box 40903  
Lacey, Washington 98504-0903

Your appeal must also be served on:

The Department of Ecology  
Appeals Coordinator  
PO Box 57608  
Olympia, Washington 98504-7608

In addition, please send a copy of your appeal to:

Richard J. Frye  
Acting Section Manager  
Water Quality Program  
Department of Ecology  
Central Regional Office

Should you have any questions or need any additional information, please contact Wallace Arnold, Project Engineer, at 509/457-7108.

Sincerely,



Richard J. Frye  
Acting Section Manager  
Water Quality Program

cc: Charles J. Cruz, PE, Separation Processes, Inc.  
Rosalie Miller, MD, MPH, Health Officer, Kittitas County Health District  
Wallace Arnold, Project Engineer, Ecology  
Cynthia Huwe, Environmental Specialist, Ecology



STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
OFFICE OF SHELLFISH AND WATER PROTECTION  
1500 West Fourth Ave • Suite 403 • Spokane, Washington 99204-1656  
(509) 456-4431 • Fax (509) 456-3127

March 18, 2008

Mr. Clinton M. Perry  
Evergreen Valley Utilities  
PO Box 462  
Roslyn, Washington 98941

Dear Mr. Perry:

Re: Evergreen Valley Utilities, Kittitas County, Final Engineering Report;  
DOH Project # R06-023; Approval

The Final Engineering Report for Evergreen Valley and Evergreen Ridge received in our office on March 17, 2008 has been reviewed in accordance with the provisions of WAC 246-271 and for conformance with the Water Reclamation and Reuse Standards, and is hereby **APPROVED**.

Please note that this approval addresses issues of concern of this department and is not intended to either supersede or replace requirements of or approvals required from the Washington Department of Ecology.

Regulations establishing a schedule of fees for review and approval of planning, engineering and construction documents were adopted July 1, 1987 and revised in November 4, 1995. An itemized bill for \$ 1,200.00 is enclosed.

If you have any questions, please feel free to contact me by telephone at (509) 456-2466 or email at [craig.riley@doh.wa.gov](mailto:craig.riley@doh.wa.gov).

Sincerely,

Craig L. Riley, P.E.  
Water Reclamation & Reuse Program  
Environmental Health Division

cc: Kittitas County Health Department  
Wallace Arnold, WA Dept. of Ecology, Water Quality Program, CRO, Yakima  
Tom Justus, WA State Dept. of Health, Office of Drinking Water, ER  
Tapas Das, WA Dept. of Health, OSW, Tumwater







STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
OFFICE OF SHELLFISH AND WATER PROTECTION  
16201 East Indiana • Suite 1500 • Spokane Valley, Washington 99216  
(509) 329-2143 • Fax (509) 329-2142

May 5, 2011

LCU Inc.  
P.O. Box 808  
Cle Elum, WA 98922

**Approval of Roslyn (Ronald) Ridge Large On-Site Sewage System – Kittitas County  
Approved Peak Design Capacity 14,000 GPD**

The revised submittals for the above project received in this office on April 19, 2011, have been reviewed and, in accordance with the provisions of Chapter 246-272B WAC, are hereby **APPROVED** with the following provisions:

1. Comply with all applicable local zoning, platting and building requirements as they relate to sewer utilities.
2. If the owner wishes to expand or make major changes to this system, new plans and specifications must be submitted to this office for review and approval prior to construction.
3. The Owner is required for the life of this system to maintain a DOH approved management entity.
4. All sewage tanks must be on the List of Registered Sewage Tanks installed and tested for water-tightness.
5. The construction of this LOSS should be observed by the Engineer to assure that construction is in accordance with the approved design.
6. The Owner shall provide a copy of final recorded CC&Rs bearing county auditor's stamp.
7. The Owner shall provide documentation of the reserve fund bank account information.
8. The Engineer shall notify a representative of this office to complete a final inspection.
9. The Owner shall submit a final operation and maintenance manual (with as-built drawings) prepared and stamped by a licensed engineer to the Department of Health for approval within 60 days following construction completion.
10. The Engineer shall complete the attached certification (Construction Report) within sixty days following the completion of and prior to the use of the above project, or portions thereof. WAC 246-272B-08001 states that if the Certification of Completion has not been submitted within two years of the date of this letter, this approval will become null and void unless you request an extension in writing at that time.



Regulations establishing the current schedule of fees for inspections and review of planning, engineering and construction documents were adopted August 2, 2006. An itemized bill is enclosed.

Sincerely,

A handwritten signature in black ink that reads "Mamdouh El-Aarag". The signature is written in a cursive style with a period at the end.

Mamdouh H. El-Aarag, P.E.  
Environmental Engineer  
Wastewater Management Section

Phone: 509-329-2148

Fax: 509-329-2142

E-Mail: [Mamdouh.El-aarag@doh.wa.gov](mailto:Mamdouh.El-aarag@doh.wa.gov)

cc: Mark Nelson, Evergreen Valley Utilities  
Nathaniel Nofziger PE, WPES  
Kittitas County Health Department

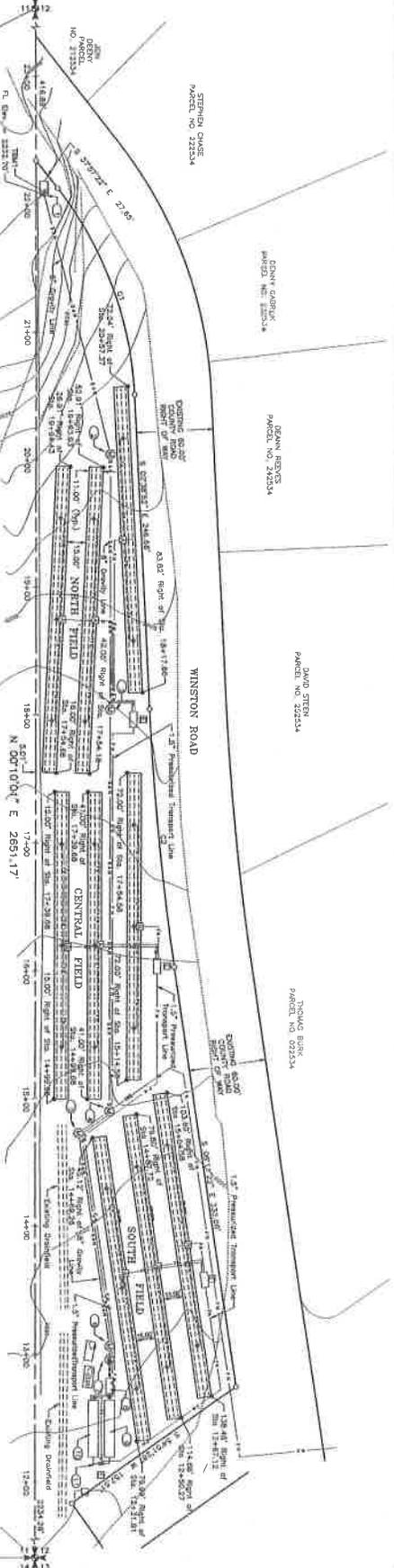


- NOTES:**
1. Existing Street Vault - Intersect 1 at 21+00 on Centerline of Sta. 2207.75  
Rim Elev. = 2234.37; S.F. Elev. = 2232.70
  2. Construct Manhole #1 at 2204.21  
Rim Elev. = 2236.35; N.F. Elev. = 2232.39  
S.F. Elev. = 2232.39
  3. Construct Manhole #2 at 2204.21  
Rim Elev. = 2236.35; N.F. Elev. = 2232.39  
S.F. Elev. = 2232.39
  4. Construct Manhole #3 at 2204.21  
Rim Elev. = 2236.35; N.F. Elev. = 2232.39  
S.F. Elev. = 2232.39
  5. Construct Manhole #4 at 2204.21  
Rim Elev. = 2236.35; N.F. Elev. = 2232.39  
S.F. Elev. = 2232.39
  6. Construct Manhole #5 at 2204.21  
Rim Elev. = 2236.35; N.F. Elev. = 2232.39  
S.F. Elev. = 2232.39
  7. Intersect Manhole Vault #1 at 2217.13  
Rim Elev. = 2217.13; N.F. Elev. = 2217.05  
S.F. Elev. = 2217.05
  8. Intersect Manhole Vault #2 at 2217.13  
Rim Elev. = 2217.13; N.F. Elev. = 2217.05  
S.F. Elev. = 2217.05
  9. Intersect Manhole Vault #3 at 2217.13  
Rim Elev. = 2217.13; N.F. Elev. = 2217.05  
S.F. Elev. = 2217.05
  10. Intersect Manhole Vault #4 at 2217.13  
Rim Elev. = 2217.13; N.F. Elev. = 2217.05  
S.F. Elev. = 2217.05
  11. Intersect Manhole Vault #5 at 2217.13  
Rim Elev. = 2217.13; N.F. Elev. = 2217.05  
S.F. Elev. = 2217.05



**CURVE TABLE**

STATION	CHORD BEARING	CHORD LENGTH	ARC LENGTH	ANGLE	DELTA	PI	DELTA	DELTA
2200.00	S 89° 57' 00\"/>							



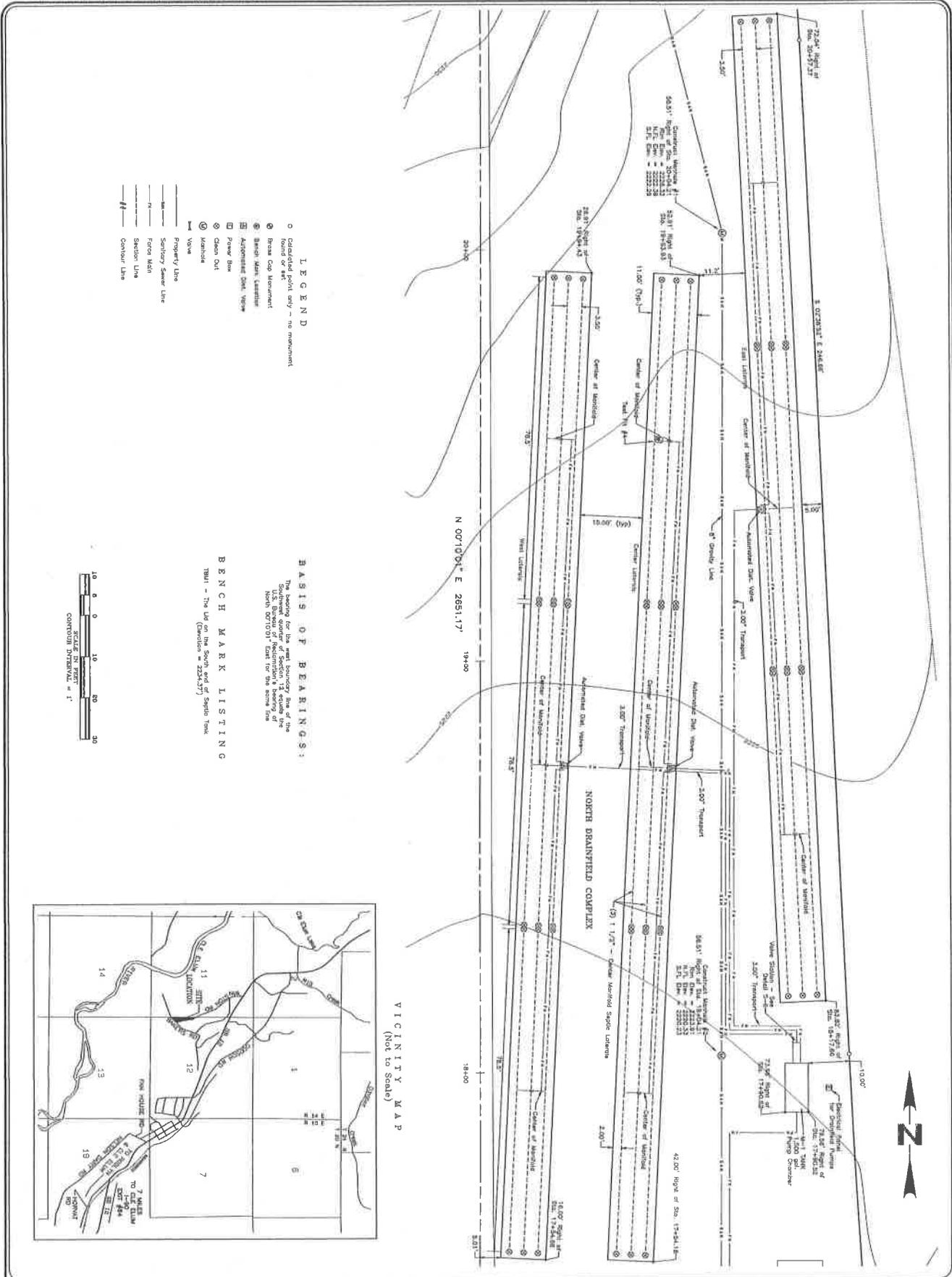
**LCU, Inc.**  
**ROSLYN RIDGE COMMUNITY SEWER SYSTEM OVERVIEW**

Killdeer County Washington

No.	Revision	Date	By

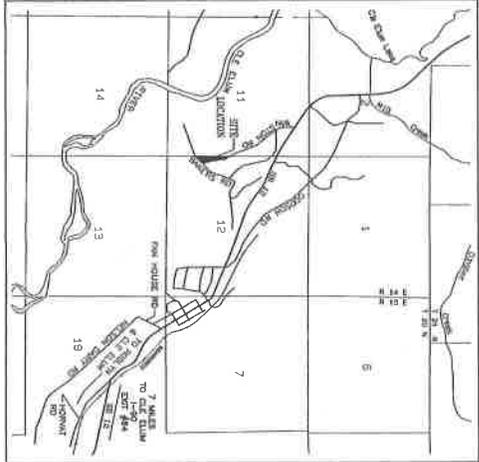
**wpes**  
**WESTERN PACIFIC ENGINEERING & SURVEYING**  
A TEXAS DEVELOPMENT HOLDING CORPORATION  
1320 Huxley Place, Houston, TX 77057  
(505) 765-1023





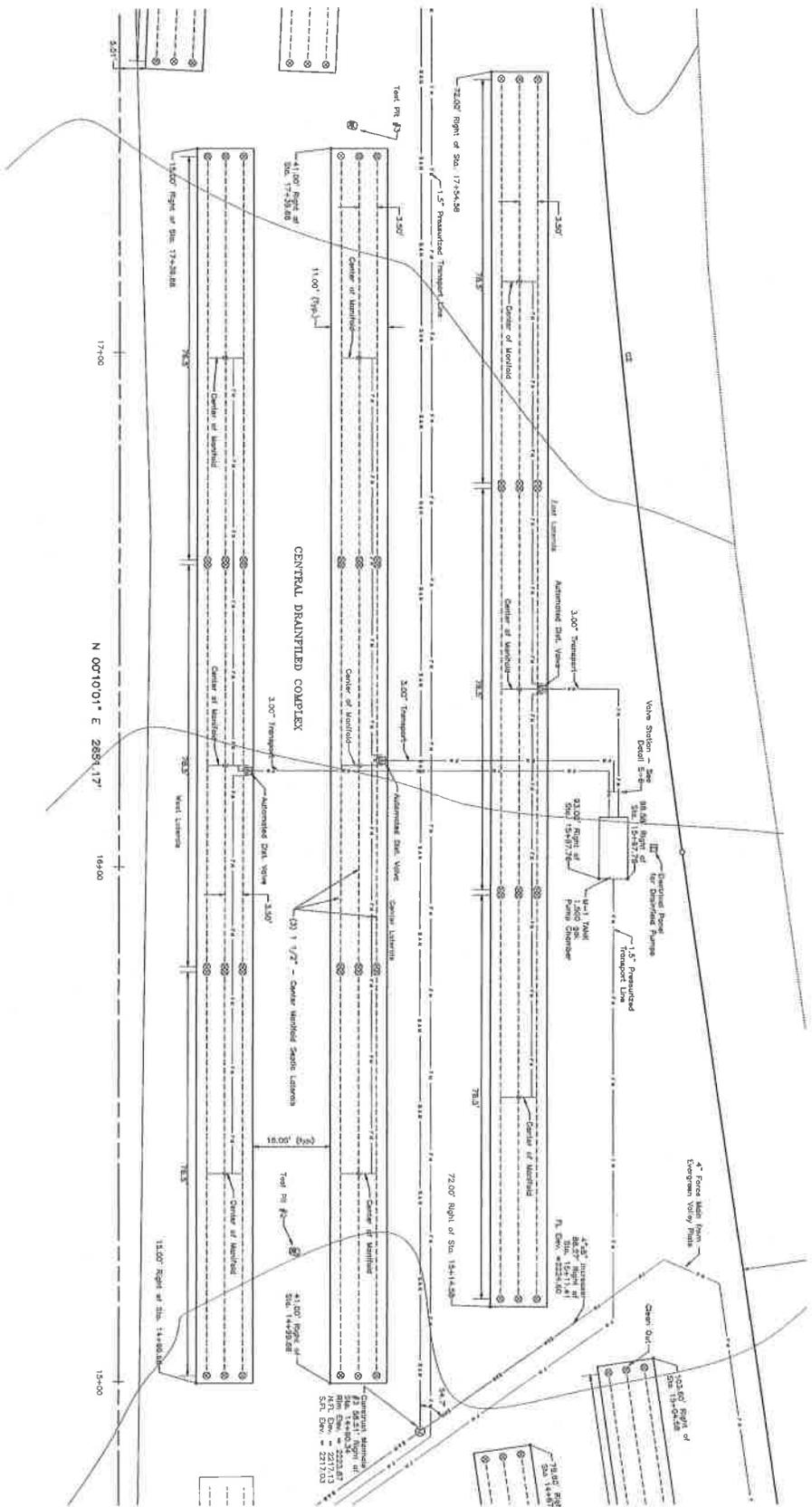
- LEGEND**
- Rodded end point only - no monument
  - Rodded end point with monument
  - Brass Cap Monument
  - ⊙ Brass Mark Location
  - ⊠ Adjointed Opt. View
  - ⊞ Power Box
  - ⊞ Clean Out
  - ⊞ Manhole
  - ⊞ Valve
  - Property Line
  - Secondary Sewer Line
  - Force Main
  - Section Line
  - Contour Line

**BASIS OF BEARINGS:**  
 The bearings for the west boundary line of the North Drainfield Complex are based on the U.S. Bureau of Reclamation's bearing of North 00°10'01" East for the same line.  
**BENCH MARK LISTING**  
 18411 - The Lid on the South end of Septic Tank  
 (Elevation = 225.257')



VICINITY MAP  
 (Not to Scale)

<p>Sheets of 10                  Drawn by: [Name]                  Checked by: [Name]                  Date: 10/20/2010                  Scale: 1" = 10'                  See 142012 N. R. 14 S.</p>	<p><b>LCU, Inc.</b>                  ROSLYN RIDGE COMMUNITY SEWER                  North Drainfield Complex Detail</p>	<p>WESTERN PACIFIC ENGINEERING &amp; SURVEYING                  A TERRA DEVELOPMENT SERVICES CORPORATION                  1320 Banler Plaza, Moses Lake, WA 98837                  (509) 765-1003</p>	
<p>SHEET NO.  <b>C1.2</b>                  142012</p>	<p>Washington</p>	<p>No. Revision Date By</p>	



SHEET NO.  
**C1.3**  
 142012

Designed by: [blank]  
 Drawn by: [blank]  
 Checked by: [blank]  
 Project No.: 10465  
 Scale: 1/8" = 1'-0"  
 Date: 11/10/10  
 Rev. 15: 20 N. 3/4"

No.	Revision	Date	By

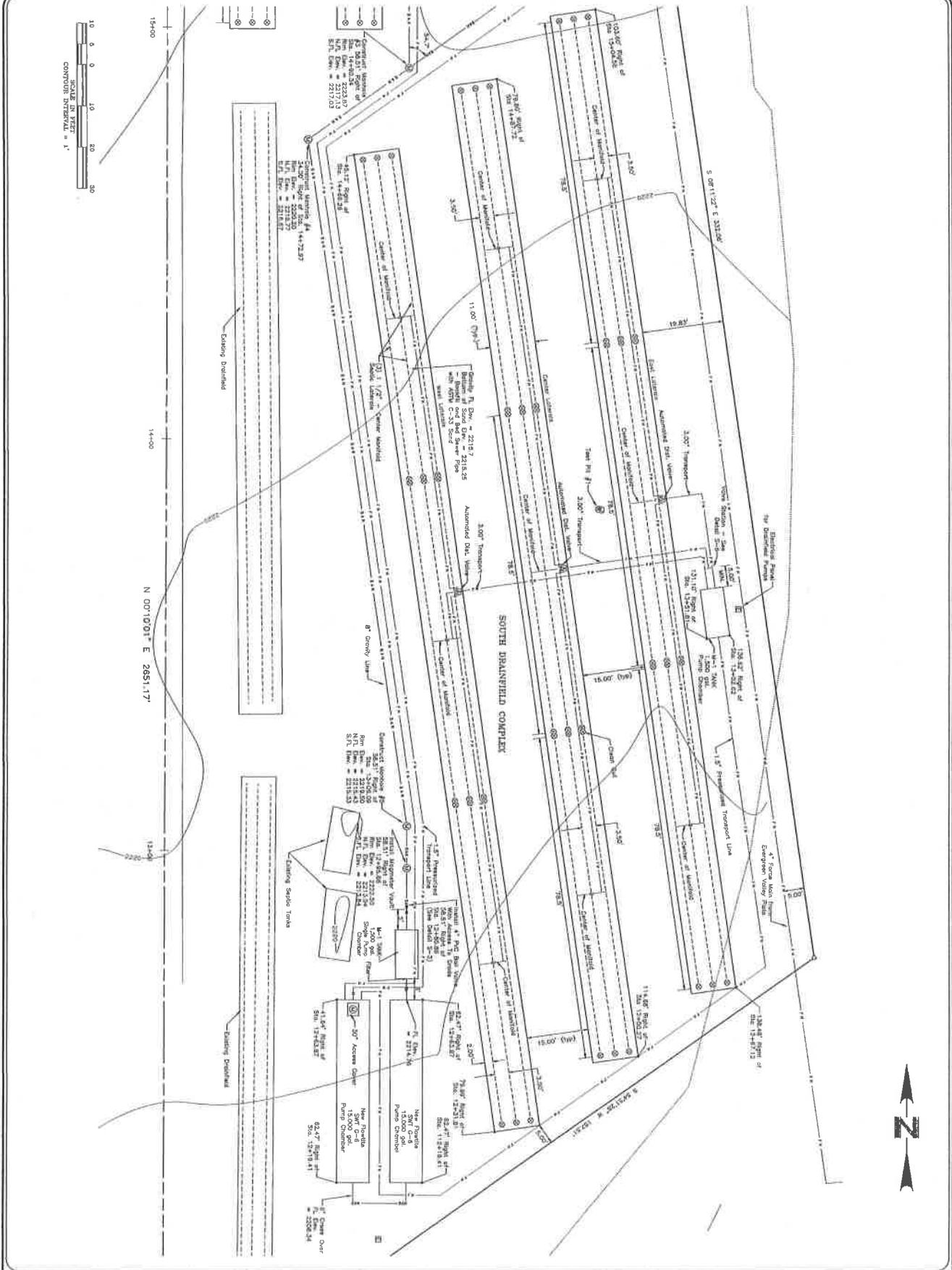
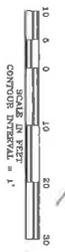
WESTERN PACIFIC ENGINEERING & SURVEYING  
 A TERRA DEVELOPMENT SERVICES CORPORATION  
 1320 Munter Street, Moses Lake, WA 98857  
 (509) 766-1023



**LCU, Inc.**  
**ROSLYN RIDGE COMMUNITY SEWER**  
**Central Drainfield Complex Detail**

Wilkes County

Washington



LCU, Inc.  
**ROSLYN RIDGE COMMUNITY SEWER**  
**South Drainfield Complex Detail**  
 Kittitas County Washington









ATTACHMENT F



## Private Road for Evergreen Ridge P.U.D. – Phase 1, Division 4

Evergreen Ridge P.U.D.

Kittitas County Plat # 01-01



## Partial Private Road Certification Tiger Lily Lane

Engineer/Surveyor Job #11134  
Encompass Engineering & Surveying  
108 East 2<sup>nd</sup> St.  
Cle Elum, WA

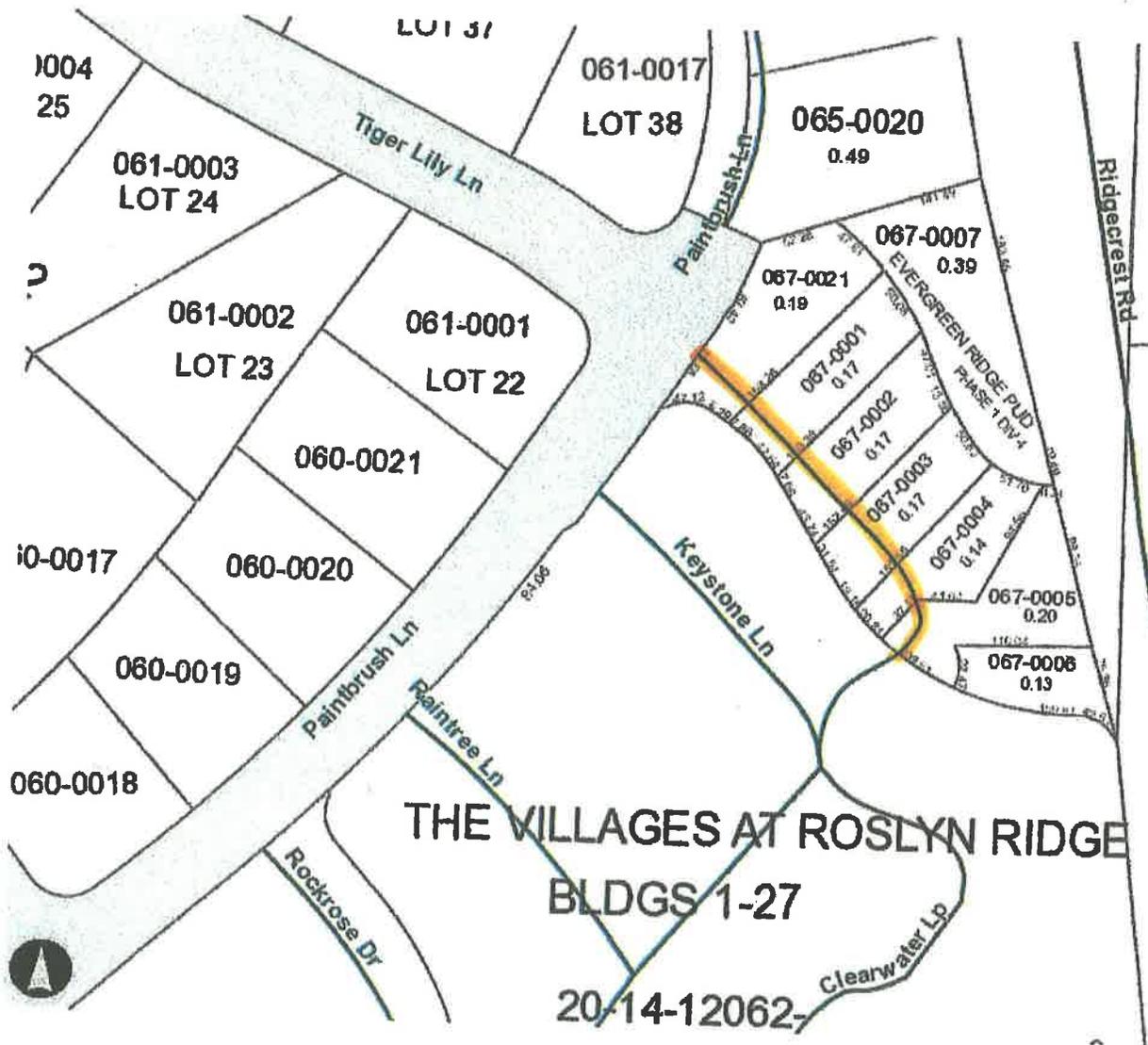
Applicant/Owner  
PQD Construction, Inc.  
PO Box 808  
Cle Elum, WA 98922

---

Western Washington Division  
165 NE Juniper St., Ste 201, Issaquah, WA 98027  
Phone: (425) 392-0250 Fax: (425) 391-3055

Eastern Washington Division  
108 East 2<sup>nd</sup> Street, Cle Elum, WA 98922  
Phone: (509) 674-7433 Fax: (509) 674-7419

## **Vicinity Map & Roadway Map**





# **Development Projects & Maps**

**Evergreen Ridge P.U.D.      Kittitas County Plat # 01-01**

**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4**  
**A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,**  
**TOWNSHIP 20 NORTH, RANGE 14 EAST, W.J.M.**  
**KITZITAS COUNTY, STATE OF WASHINGTON**

01/27/2012 11:24:00 AM 11: 22 74 20  
 P-01-01



**Encompass**  
 1815 Highway 101, Suite 200  
 Walla Walla, WA 99169  
 (509) 865-1111

**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 4**  
**A PORTION OF THE NORTHWEST 1/4 OF SECTION 12,**  
**TOWNSHIP 20 NORTH, RANGE 14 EAST, W.J.M.**  
**KITZITAS COUNTY, STATE OF WASHINGTON**

DATE: 2/20/12  
 JOB NO.: 11173  
 SHEET: 1 of 5

**APPROVALS**  
 KITZITAS COUNTY DEPARTMENT OF PUBLIC WORKS  
 [Signature]



**RECORDS CERTIFICATE 2012-0417-0101**

Filed for record this 17 day of April, 2012 at 10:45 AM in Book 101, Page 1 of the records of Kitzitas County, Washington, in accordance with the provisions of RCW 36.45.030, as amended.

DAVID P. NELSON  
 County Auditor  
 Kitzitas County, Washington

Records No. 180922



# Certification of Private Roads

## Plat Name(s)

Evergreen Ridge P.U.D.

Kittitas County Plat # 01-01

## Overview

Kittitas County Project Number	P-01-10
Developer Name	PQD Construction, Inc.
Average Lot Acreage	0.2 acres
Lots to be served	See Evergreen Ridge P.U.D. (Attached)
Terrain	Mountainous
Column on Table 12.1	Low Density (See Appendix A)
New or Existing Road(s)	New
Road Name(s)	Tiger Lily Lane – (East Extension)
Road Maintenance Agreement	Yes
Contractor	PQD Construction, Inc.

## Easement Width

60-foot minimum

## Road Width – See enclosed map

22 feet minimum of gravel (22-foot travel way and 1 foot gravel shoulders - See Appendix A)

## Road Surface

2" CSTC – Needs to be completed  
4" CSBC – Needs to be completed  
Subgrade is graded and compacted.  
8-12" of total gravel

## Road Compaction

Contractor worked closely with Encompass Engineering & Surveying during the construction of new road. Road inspection was done during the Spring of 2013. The subgrade meets compaction requirements.

## Drainage

Drainage ditches are constructed.

## Turnaround(s)

Road loops

## Maximum Road Grade

Maximum road grades do not exceed 3%.

## Time of Construction

Construction of roadway subgrade was completed during the summer of 2012.  
Finish surfacing to be completed during Summer of 2013.

**Road Barrier(s)**

None necessary at this time.

**Sight Distance**

Meet the minimum requirements of AASHTO.

**Horizontal Curvature**

Meet the minimum requirements of AASHTO.

**Vertical Curvature**

Meet the minimum requirements of AASHTO.

**Access**

Tiger Lily Lane is accessed off of Paintbrush Lane. No work was done within County right-of-way.

**Speed Limit**

Speed limit is not posted.

**Channelization**

A stop sign shall be installed along with a speed limit sign at intersection of Tiger Lily Lane and Paintbrush Lane. The stop sign is for traffic on Tiger Lily Lane.

**Temporary Erosion & Sediment Control**

None

**Cut/Fill Slopes**

Cut/Fill slopes were compacted and inspected during and after construction.

**Miscellaneous**

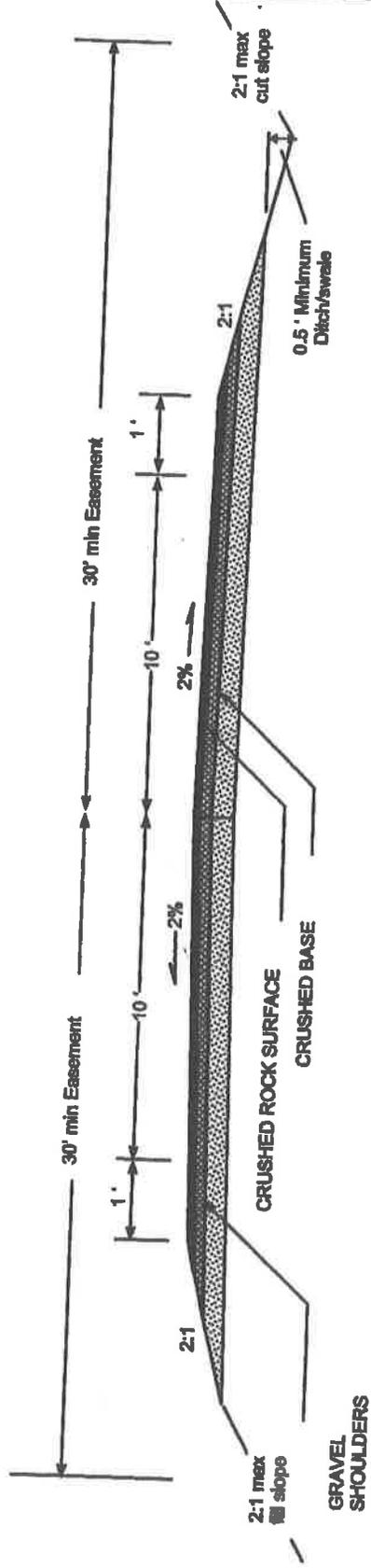
A Road Maintenance has been addressed in the Declaration of Covenants, Conditions and Restrictions for "Evergreen Ridge P.U.D.".

**APPENDIX A**



# RURAL AREA PRIVATE ROADWAY DESIGN STANDARDS

ROADWAY CLASSIFICATION: PRIVATE ROAD LOCAL ACCESS  
 AVERAGE DAILY TRAFFIC (ADT): 21 TO 140 (3 TO 14 LOTS)



LocalAccessUnder900.doc

**KITITAS COUNTY  
 DEPARTMENT OF  
 PUBLIC WORKS**

REVISIONS	DATE

**ROADWAY  
 STANDARDS**

**RURAL LOCAL ACCESS  
 ROADWAY SECTION  
 ADT 21 - 140  
 FIGURE 12 - 1**

04/19/04

**Table 12-1  
Private Road Minimum Design Standards**

Design Elements	Driveway		Private Roads				Low Density 5.01 Acres and Larger Average Lot Size <sup>(1)</sup>
	Single	Joint-Use	High-Density				
			0 - 5 Acres Average Lot Size				
Number of Lots Served	1	2	3 - 14	15 - 40	40+ <sup>(2)</sup>		
Minimum Easement Width	0	20	40	60	60		3 - 40+
Paved Apron <sup>(3)</sup>	N/A	N/A	Req'd	Req'd	Req'd		60
Roadway Width	8	12	20	22	AASHTO		Req'd
Graveled Shoulder Width	N/A	N/A	1	1	AASHTO		20
Minimum Centerline Radius (ft)	N/A	N/A	60	60	AASHTO		1
Surfacing Requirements <sup>(4)</sup>	Gravel	Gravel	Gravel	BST/ACP	AASHTO		60
Minimum Crushed Stone Depth	N/A	6"	6"	6"	AASHTO		Gravel
Maximum Grade % <sup>(5)</sup>					AASHTO		6"
Flat							
Rolling	N/A	N/A	8	8	8		
Mountainous	N/A	N/A	12	12	12		12
County Road Approach Permit	N/A	N/A	12	12	12		
Stopping Site Distance	Req'd	Req'd	Req'd	Req'd	Req'd		
Entering Site Distance	N/A	N/A	AASHTO	AASHTO	AASHTO		Req'd
Ditch Slope (inside slope)	N/A	N/A	AASHTO	AASHTO	AASHTO		AASHTO

Slopes steeper than 2:1 should only be used when achieving a 2:1 slope is impractical

<sup>(1)</sup>Residual lots within a proposed development shall not be considered when computing average lot size  
<sup>(2)</sup>Engineer design per AASHTO and/or WSDOT required for 40+ High-Density lots.  
<sup>(3)</sup>Applies to all roads accessing existing paved roadway  
<sup>(4)</sup>All private roadways serving three or more lots shall achieve 95% compaction and shall be inspected and certified by a licensed engineer prior to surfacing.  
<sup>(5)</sup> A variance request is required for grades above 12%.



# **Private Road for Evergreen Ridge P.U.D. – Phase 1, Division 3**

**Evergreen Ridge P.U.D.**

**Kittitas County Plat # 01-01**

## **Partial Private Road Certification**

Engineer/Surveyor

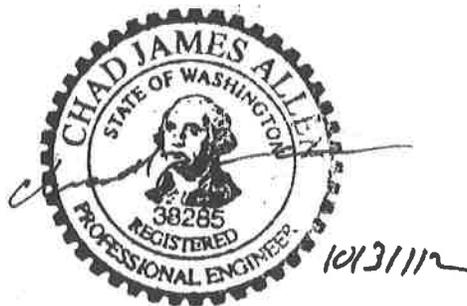
Encompass Engineering & Surveying  
108 East 2<sup>nd</sup> St.  
Cle Elum, WA

Applicant/Owner

Teaway Ridge LLC  
PO Box 808  
Cle Elum, WA 98922

# Development Projects & Maps

Evergreen Ridge P.U.D.      Kittitas County Plat # 01-01



## **Vicinity Map & Roadway Map**



**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 3**  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12, T. 20N, R. 14E, W.M.  
 KITTITAS COUNTY, STATE OF WASHINGTON



VICINITY MAP - N.T.S.

WRITING COUNTY DEPARTMENT OF PUBLIC WORKS  
 HAS APPROVED THIS MAP BY  
 DATE 05/19/2008  
 BY [Signature]

WRITING COUNTY HEALTH DEPARTMENT  
 I HEREBY CERTIFY THAT THE EXHIBITED ROAD P.L.U.D. PLAN, SHOWING NO. 3 PLAN HAS BEEN EXAMINED BY ME AND THAT IT CONFORMS TO THE REQUIREMENTS OF THE COUNTY HEALTH DEPARTMENT.  
 DATE 05/19/2008  
 BY [Signature]

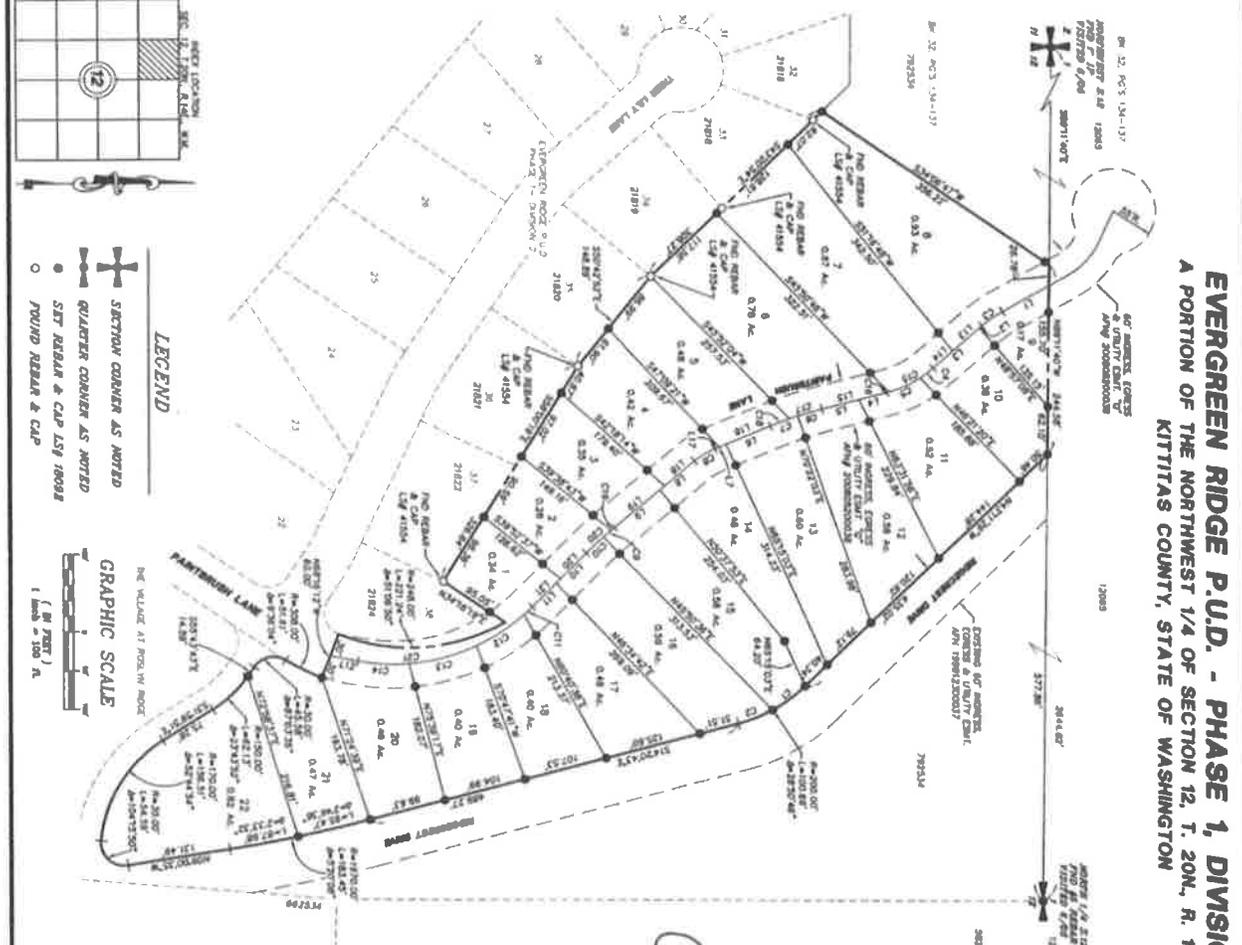
CERTIFICATE OF COUNTY PLANNING DIRECTOR  
 I HEREBY CERTIFY THAT THE EXHIBITED ROAD P.L.U.D. PLAN, SHOWING NO. 3 PLAN HAS BEEN EXAMINED BY ME AND THAT IT CONFORMS TO THE REQUIREMENTS OF THE KITTITAS COUNTY PLANNING COMMISSION.  
 DATE 05/19/2008  
 BY [Signature]

CERTIFICATE OF KITTITAS COUNTY INSURANCE  
 I HEREBY CERTIFY THAT THE EXHIBITED ROAD P.L.U.D. PLAN, SHOWING NO. 3 PLAN HAS BEEN EXAMINED BY ME AND THAT IT CONFORMS TO THE REQUIREMENTS OF THE KITTITAS COUNTY INSURANCE COMMISSION.  
 DATE 05/19/2008  
 BY [Signature]

CERTIFICATE OF KITTITAS COUNTY AGRI-CULTURE  
 I HEREBY CERTIFY THAT THE EXHIBITED ROAD P.L.U.D. PLAN, SHOWING NO. 3 PLAN HAS BEEN EXAMINED BY ME AND THAT IT CONFORMS TO THE REQUIREMENTS OF THE KITTITAS COUNTY AGRICULTURE COMMISSION.  
 DATE 05/19/2008  
 BY [Signature]

WRITING COUNTY BOARD OF COMMISSIONERS  
 HAS APPROVED THIS MAP BY  
 DATE 05/19/2008  
 BY [Signature]

BOARD OF COUNTY COMMISSIONERS  
 KITTITAS COUNTY, WASHINGTON  
 BY [Signature]  
 DATE 05/19/2008



**LEGEND**

- SECTION CORNER AS NOTED
- QUARTER CORNER AS NOTED
- SET BACK & CAP LST 18098
- FOUND REBAR & CAP

**GRAPHIC SCALE**

BE WALKED AT POINT IN ROAD

1" = 100'

**RECORDED'S CERTIFICATE** 200804100013

Read for record this 18 day of June 2008 at 10:15 AM in presence of PLATY at page 155 at the request of DAVID P. NELSON Surveyor Kittitas County Auditor

**DAVID P. NELSON**  
 Surveyor  
 Kittitas County Auditor

**DAVID P. NELSON**  
 Certificate No. 18092

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the State of Washington, and I am not aware of any fraud or error in the same.

**Encompass**  
 100 EAST 2ND STREET  
 ENGINEERING & SURVEYING  
 PHONE: (509) 874-7430  
 FAX: (509) 874-7410

**EVERGREEN RIDGE P.U.D. - PHASE 1, DIVISION 3**  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 12, T. 20N, R. 14E, W.M.  
 KITTITAS COUNTY, STATE OF WASHINGTON

LOT NO.	AREA (AC)	PERCENTAGE
1	0.27	1.22
2	0.27	1.22
3	0.27	1.22
4	0.27	1.22
5	0.27	1.22
6	0.27	1.22
7	0.27	1.22
8	0.27	1.22
9	0.27	1.22
10	0.27	1.22
11	0.27	1.22
12	0.27	1.22
13	0.27	1.22
14	0.27	1.22
15	0.27	1.22
16	0.27	1.22
17	0.27	1.22
18	0.27	1.22
19	0.27	1.22
20	0.27	1.22
21	0.27	1.22
22	0.27	1.22
TOTAL	5.94	100.00

DATE	JOB NO.
05/08	07234

OWN BY: G. WEISER  
 DRAWN BY: D. NELSON

SCALE: 1" = 100'

SHEET: 1 OF 2

# Certification of Private Roads

## Plat Name(s)

Evergreen Ridge P.U.D.

Kittitas County Plat # 01-01

## Overview

Kittitas County Project Number	P-01-10
Developer Name	Teaway Ridge LLC
Average Lot Acreage	0.52 acres (11.41 acres / 22 lots)
Lots to be served	See Evergreen Ridge P.U.D. (Attached)
Terrain	Mountainous
Column on Table 12.1	High Density/15-40 Lots (See Appendix A)
New or Existing Road(s)	New
Road Name(s)	Paintbrush Lane
Road Maintenance Agreement	Yes
Contractor	Teaway Ridge, LLC

## Easement Width

60-feet minimum See Appendix A

## Road Width – See enclosed map

24 feet minimum of gravel (22-foot hard surfaced travel way and 1 foot gravel shoulders - See Appendix A)

## Road Surface

Asphalt Paving – 50% complete  
2" CSTC  
4" CSBC  
Subgrade is graded and compacted.  
8-12" of total gravel

## Road Compaction

Contractor worked closely with Encompass Engineering & Surveying during the construction of new and existing roads. Road inspection was done during the summer 2009, 2010, & 2012. The subgrade below the top course material meets compaction requirements.

## Drainage

A thickened edge will be used to direct stormwater into existing catch basins and closed conveyance system.

## Turnaround(s)

A cul-de-sac turn around has been constructed. At this time the radius is 90 feet and will need to be widened to meet county standards.

**Maximum Road Grade**

Maximum road grades do not exceed 12%.

**Time of Construction**

Construction of roadway subgrade was completed during the summer of 2009. BST is to be completed during summer of 2010.

**Road Barrier(s)**

None necessary at this time.

**Sight Distance**

Meet the minimum requirements of AASHTO.

**Horizontal Curvature**

Meet the minimum requirements of AASHTO.

**Vertical Curvature**

Meet the minimum requirements of AASHTO.

**Access**

Paintbrush Lane is accessed from Rock Rose Drive. No work was done within County right-of-way.

**Speed Limit**

Speed limit is not posted.

**Channelization**

A stop sign shall be installed along with a speed limit sign at intersection of Tiger Lily Lane and Paintbrush Lane. The stop sign is for traffic on Tiger Lily Lane.

**Temporary Erosion & Sediment Control**

Dispersion trenches and swales/ditches and rock lined ditches were constructed as necessary.

**Cut/Fill Slopes**

Cut/Fill slopes were compacted and inspected during and after construction.

**Miscellaneous**

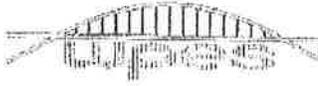
Continued development within this area will allow for additional inspection and road certifications. A Road Maintenance has been addressed in the Declaration of Covenants, Conditions and Restrictions for "Evergreen Ridge P.U.D."

## **APPENDIX A**





# WESTERN PACIFIC ENGINEERING & SURVEY, INC.



PIONEER WAY PROFESSIONAL CENTER  
1328 E, HUNTER PLACE  
MOSES LAKE, WASHINGTON 98837  
(509) 765-1023  
(509) 765-1298 FAX

September 17, 2012

PROJECT NO: 11607  
REPORT NO: 06

LCU, Inc.  
Attn: Mark Nelson  
P.O. Box 394  
Cle Elum, WA 98922

**PROJECT:** 2012 BST Pavement Project in Evergreen Valley  
**INSPECTION:** Compaction of existing roadbed, Red Cedar and Tamarack Lane.

Summarized below are the results of Field Density tests performed by Nathan Nofziger of Western Pacific Engineering and Survey, on the above referenced project, on the dates and locations shown below. Unless otherwise noted, our personnel utilized the nuclear densometer method of testing in accordance with ASTM D2922. The project specifications require a minimum in-place density of 95 percent of the maximum density in accordance with ASTM D1557.

Test No.	Test Date	Field Dry Density Pcf	Field Moisture Content Percent	Max. Lab Dry Density Pcf	Percent of Maximum Density Obtained	Probe Depth
----------	-----------	-----------------------	--------------------------------	--------------------------	-------------------------------------	-------------

### Subgrade at Top of Existing Rock

1	09/17/12	N/A	N/A	141.9	N/A	1"
---	----------	-----	-----	-------	-----	----

Location: Several attempts to take a test about 200' from the end of pavement on Red Cedar Lane were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 1". The soils in this area should be considered to be sufficiently compact.

2	09/17/12	N/A	N/A	141.9	N/A	1"
---	----------	-----	-----	-------	-----	----

Location: Several attempts to take a test at the mid point of the curve between Tamarack Lane and Red Cedar were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 1". The soils in this area should be considered to be sufficiently compact.

Test No.	Test Date	Field Dry Density Pcf	Field Moisture Content Percent	Max. Lab Dry Density Pcf	Percent of Maximum Density Obtained	Probe Depth
----------	-----------	-----------------------	--------------------------------	--------------------------	-------------------------------------	-------------

**Subgrade at Top of Existing Rock**

3	09/17/12	N/A	N/A	141.9	N/A	1"
---	----------	-----	-----	-------	-----	----

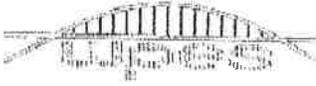
Location: Several attempts to take a test 100' from the end of pavement on Tamarack Lane were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 1". The soils in this area should be considered to be sufficiently compact.

Based on my experience with road base materials, the soils found along this roadway are compacted to a degree greater than would be normally encountered utilizing conventional soil testing methods. Relative compaction of the roadway, in the areas described, should be considered greater 95% of ASTM 1557.

Reviewed by \_\_\_\_\_



# WESTERN PACIFIC ENGINEERING & SURVEY, INC.



PIONEER WAY PROFESSIONAL CENTER  
1328 E, HUNTER PLACE  
MOSES LAKE, WASHINGTON 98837  
(509) 765-1023  
(509) 765-1298 FAX

September 17, 2012

PROJECT NO: 11607  
REPORT NO: 05

LCU, Inc.  
Attn: Mark Nelson  
P.O. Box 394  
Cle Elum, WA 98922

**PROJECT:** 2012 Asphalt Pavement Project at Roslyn Ridge  
**INSPECTION:** Compaction of existing roadbed, Paintbrush Lane.

Summarized below are the results of Field Density tests performed by Nathan Nofziger of Western Pacific Engineering and Survey, on the above referenced project, on the dates and locations shown below. Unless otherwise noted, our personnel utilized the nuclear densometer method of testing in accordance with ASTM D2922. The project specifications require a minimum in-place density of 95 percent of the maximum density in accordance with ASTM D1557.

Test No.	Test Date	Field Dry Density Pcf	Field Moisture Content Percent	Max. Lab Dry Density Pcf	Percent of Maximum Density Obtained	Probe Depth
----------	-----------	-----------------------	--------------------------------	--------------------------	-------------------------------------	-------------

### Subgrade at Top of Existing Rock

1	09/17/12	N/A	N/A	141.9	N/A	1"
Location: Several attempts to take a test about 30' from the end of pavement were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 1". The soils in this area should be considered to be sufficiently compact.						
2	09/17/12	136.5	3.9	141.9	96	4"
Location: Test taken approximately at the mid point of the curve in the roadway, about 4' left of centerline.						
3	09/17/12	N/A	N/A	141.9	N/A	1"
Location: Several attempts to take a test in front of the home at 430 Paintbrush Lane were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 1". The soils in this area should be considered to be sufficiently compact.						

Test No.	Test Date	Field Dry Density Pcf	Field Moisture Content Percent	Max. Lab Dry Density Pcf	Percent of Maximum Density Obtained	Probe Depth
----------	-----------	-----------------------	--------------------------------	--------------------------	-------------------------------------	-------------

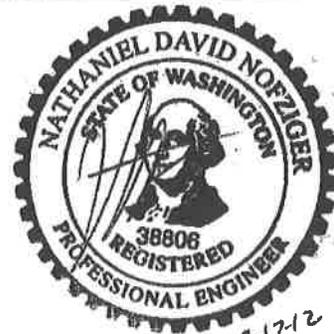
**Subgrade at Top of Existing Rock**

4	09/17/12	N/A	N/A	141.9	N/A	N/A
---	----------	-----	-----	-------	-----	-----

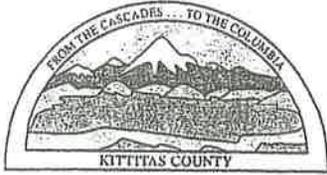
Location: Several attempts to take a test in front of the last home, near the Red Fire Hydrant were performed. Attempts to drive the steel pin into the soil subgrade allowed a penetration of up to 6", however during driving of the pin, the gravels and soils were displaced, breaking up the surface so that accurate testing with gage could not be achieved. In other locations, the maximum pin depth was 1" The soils in this area should be considered to be sufficiently compact.

Based on my experience with road base materials, the soils found along this roadway are compacted to a degree greater than would be normally encountered utilizing conventional soil testing methods. Relative compaction of the roadway, in the areas described, should be considered greater 95% of ASTM 1557.

Reviewed by \_\_\_\_\_



09-17-12



**KITTITAS COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**

Scott W. Bradshaw, P.E., Director

February 8, 2006

Kenneth C. Ratliff, P.E.  
Central Cascade Engineering, Inc  
P.O. Box 808  
Cle Elum, WA 98922

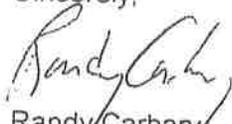
RE: Evergreen Ridge PUD Phase 1, Divisions 1 & 2 Road Certifications

In reviewing the Road Certification and subsequent information for Evergreen Ridge PUD Phase 1, Divisions 1 & 2, our department will accept this Road Certification, based on the information provided. This acceptance applies to the following roads within Evergreen Ridge PUD Phase 1, Divisions 1 & 2:

Rock Rose Drive  
Paintbrush Lane  
Wintergreen Lane  
Tiger Lily Lane

Please feel free to contact our department if you have any questions or require additional information.

Sincerely,

  
Randy Carbary  
Kittitas County Department of Public Works

Cc: TerraDesignWorks

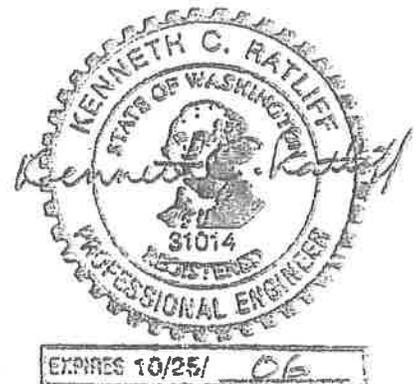
*Kd Cuts for  
Div. 1 + 2  
(2 copies)*

**EVERGREEN RIDGE**  
**PLANNED UNIT DEVELOPMENT**  
**PHASE 1, DIVISIONS 1 & 2**

**CERTIFICATION OF PRIVATE  
ROAD**

Central Cascade Engineering, Inc.  
Kenneth C. Ratliff, PE  
P.O. Box 808  
Cle Elum, WA. 98922

Copies of this report to:  
Kittitas County  
Port Quendall Development/ Terra Designs  
Central Cascade Engineering, Inc.



**CERTIFICATION OF PRIVATE ROAD**  
***EVERGREEN RIDGE PLANNED UNIT DEVELOPMENT***  
***PHASE 1, DIVISIONS 1 & 2***

**Overview**

Developer Name	Port Quendall Development
Average Lot Area	0.43 Acres
Lots to be served	38
Terrain	Sloping West, 10-25%
Column on Table 12.1	High Density
New or Existing Roads	New Roads
Road Names	Rock Rose Drive, Paintbrush Lane, Wintergreen Lane, Lupine Lane.

**Easement Width**

Roadway Easement Width is 60 feet.

**Road Width**

Roadway width for Rock Rose Drive and Paintbrush Drive always exceeds Kittitas County's standard for private roads with 15-40 lots. The standard calls for 22 feet of paving, while these roads have paved widths just over 26 feet. These roads also exceed the standard for private roads with more than 40 lots or more than 400 ADT published in the AASHTO manual.

Roadway width for Wintergreen Lane and Lupine Lane also always exceeds the standard for private roads with 15-40 lots. The average paved width is 22.3 feet for these two private roads, with the standard for roads serving 15 to 40 lots being 22 feet.

**Road Surface**

Surface-	2 inches of asphalt cement pavement
Top Course Aggregate	2" to 4" of 5/8" minus mix
Base Course Aggregate	8" of 1-1/4" minus mix

**Compaction**

All roadway, base, top course, and asphalt cement compaction was personally observed by me, and was in a firm and unyielding condition prior to the next application. In addition, PLSA Engineering & Surveying was contracted to perform compaction tests on the top course before asphalt was laid. All tests passed the 95% compaction density threshold. PLSA also performed Rice Density tests on the ACP, which also passed (copies attached).

**Drainage**

Roadside ditches and drainage culverts were constructed as per original plans. There are no sags, ponds, or erosion problems from the installations. All drainage features are functioning properly.

**Cul-de-Sacs**

Cul-de-Sacs were constructed as per approved plans, and provide a comfortable turning radius conforming to Kittitas County Road Standards.

**Road Grade**

Road grade does not exceed 10% at any time, as per approved plans.

**Time of Construction**

Construction was begun in the summer and fall of 2004, with final grading, compaction, and ACP completed in July 2005.

**Road Barriers**

Does not apply.

**Sight Distance, Horizontal and Vertical Curvature**

All grades meet the minimum AASHTO requirements for horizontal and vertical curves.

**Access**

The roads are accessed tributary to State Highway 903 at approx. milepost 9.

**Speed Limit**

The speed limit is not posted. The roads meet the 25 mph standard.

**Channelization**

N/A

**Erosion & Sediment Control**

Several check dams were installed in ditches to minimize sediment transport for two years while ditch vegetation is established to minimize ditch erosion.

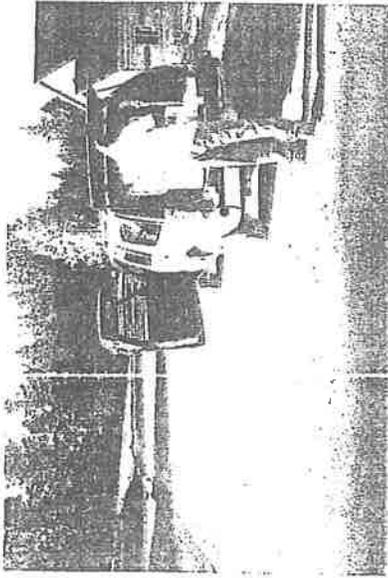
**Cut and Fill Slopes**

Cut and fill slopes were constructed to the approved 2:1 design standard.

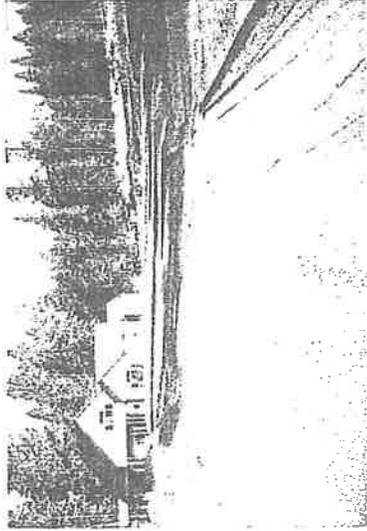
Kenneth C. Ratliff, PE  
Date: December 14, 2005



# Roads- Evergreen Ridge Planned Unit Development Phase 1, Divisions 1 & 2



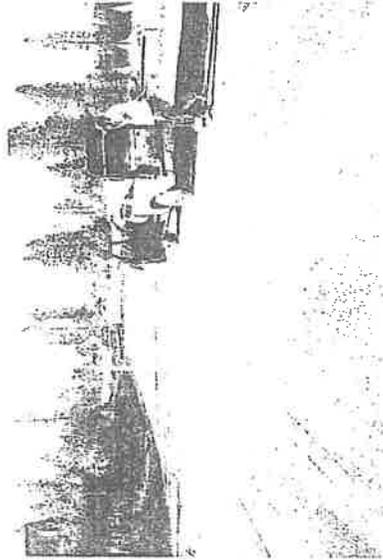
1. Wintergreen Lane  
Compaction Tests



2. Cud-de-sac on Wintergreen Lane



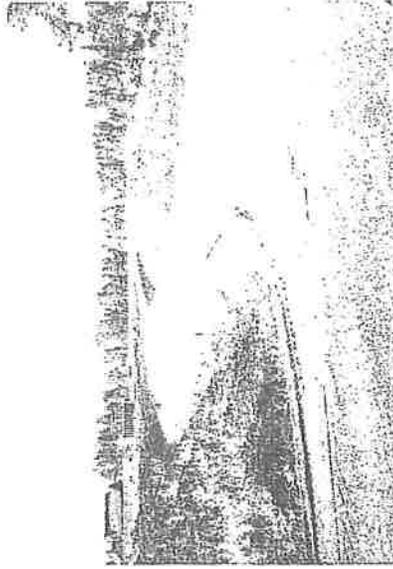
3. Looking NE on Paintbrush Lane



4. Lupine Lane Compaction Tests



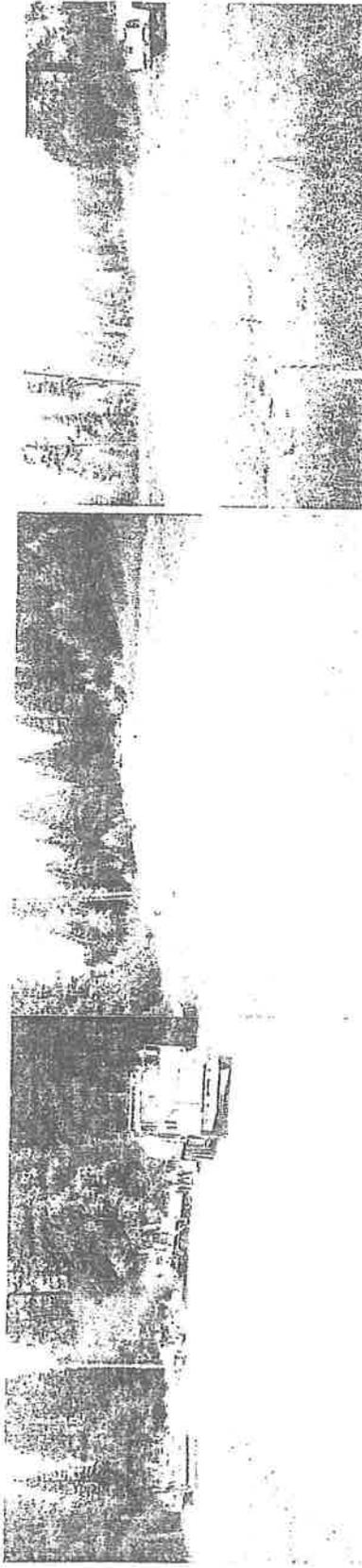
5. Paintbrush Lane Final Compaction



6. Rock Rose Drive at Jct Paintbrush Ln

1/1/01

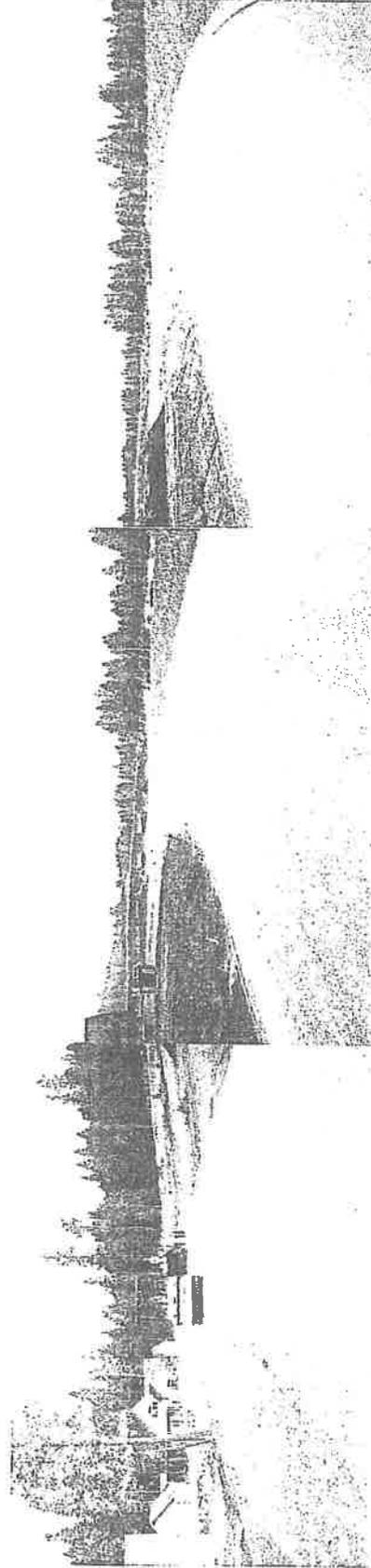
# Roads- Evergreen Ridge Planned Unit Development Phase 1, Divisions 1 & 2



7. Paving, Lupine Cul-de-sac

8. Paving- fully prepared Lupine Lane

9. Jct. Paintbrush & Lupine Lane

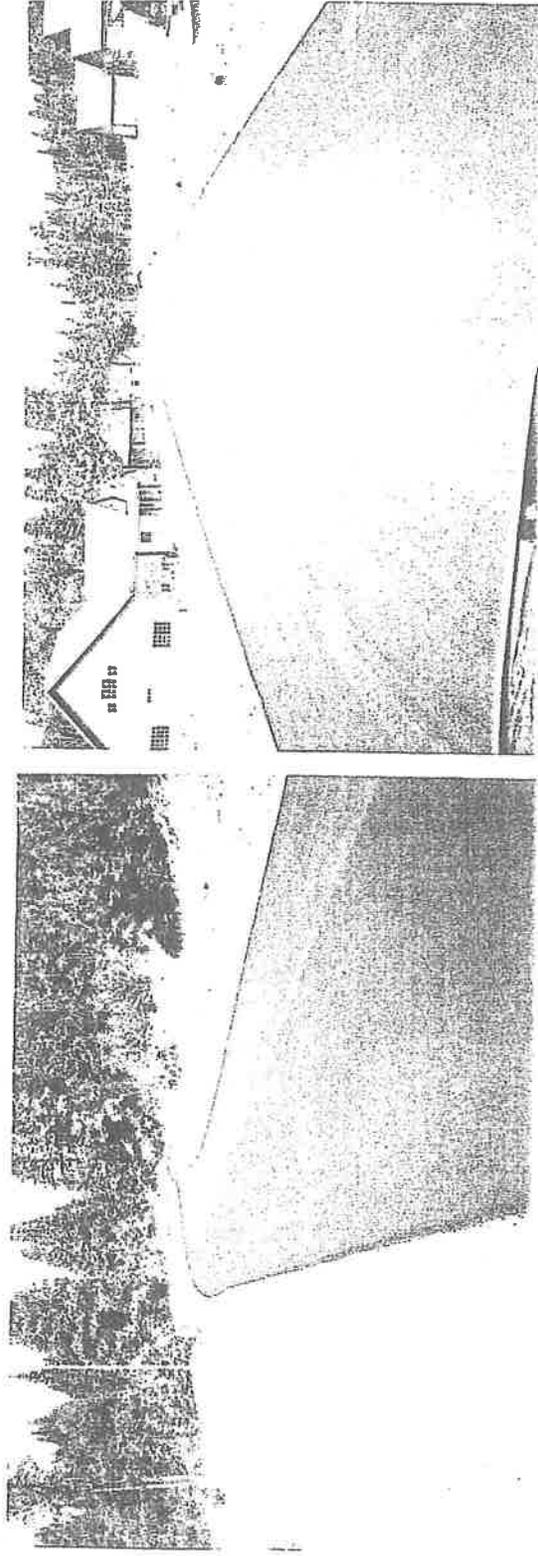


10. Paving, Wintergreen Lane

11. Rock Rose Drive by Recreation Bldg

12. Rock Rose Drive Fully Compacted

**Roads- Evergreen Ridge Planned Unit Development  
Phase 1, Division 1 & 2**



13. Fresh Paving on Lupine Lane

14. Fresh Paving on Wintergreen Lane

(509) 575-6990  
 FAX (509) 575-6993

DATE	8/16/05	JOB NO.	J05157
ATTENTION:			
RE:	RONALD		

Port Quendall Development  
 P.O. Box 254  
 Cle Elum, WA 98922

WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the following items:

Shop drawings     Prints     Plans     Samples     Specifications  
 Copy of letter     Change order     \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
3			Field Reports
3			Nuclear Relative Density Test Data
1			Rice Density

THESE ARE TRANSMITTED as checked below:

For approval     Approved as submitted     Resubmit \_\_\_\_\_ copies for approval  
 For your use     Approved as noted     Submit \_\_\_\_\_ copies for distribution  
 As requested     Returned for corrections     Return \_\_\_\_\_ corrected prints  
 For review and comment     \_\_\_\_\_  
 FOR BIDS DUE \_\_\_\_\_     PRINTS RETURNED AFTER LOAN TO US

REMARKS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COPY TO \_\_\_\_\_  
 SIGNED: *Mary P. Clark*  
 If enclosures are not so noted, kindly notify us at once.

PLSA ENGINEERING & SURVEYING  
1120 West Lincoln Avenue  
YAKIMA, WASHINGTON 98902

(509) 575-6990  
FAX (509) 575-6993

DATE	7-19-05	JOB NO.	305 457
PROJECT	PORT QUENDALL COMPACTION		
LOCATION	Ronald		
CONTRACTOR	N/A	OWNER	
WEATHER	Sunny	TEMP.	90° at ° at
PRESENT AT SITE	MIKE BAKER.		

TO  
THE FOLLOWING WAS NOTED:

>  
ARRIVED ON JOB SITE MEET  
WITH MIKE BAKER DROVE TOGETHER TO  
SITE. SUPERIOR PLACED 1 1/4" FOR BASE  
COURSE AND 2" TO 4" OF SIF MATERIAL.  
TOOK SAMPLE OF SIF TO RUN PROCTOR.  
WILL COME BACK ON 7-20-05 TO  
TAKE DENSITY OF TOP LIFT ONLY!  
SUPERIOR NEEDED MORE WATER ON  
SIF MATERIAL. TALKED TO SCOTT WITH  
SUPERIOR TOLD HIM TO ADD WATER TO  
SIF AND RE ROLL. WILL TEST AT 7:00AM  
> ON 7-20-05.

LOOKED AT SEWER LINE LOCATION  
MATERIAL BEING USED IN LARGE BOLDERS  
14" - TALKED TO BRAD FROM PLSA.  
ABOUT MATERIAL. NEED TO TALK TO  
INSPECTOR ON SITE ON 7-20-05.

NOT VALID WITHOUT SIGNATURE

RES TO

FIELD REPORT

SIGNED

*[Signature]*

P L S A ENGINEERING & SURVEYING  
 1120 West Lincoln Avenue  
 YAKIMA, WASHINGTON 98902

(509) 575-6990  
 FAX (509) 575-6993

DATE 7-20-05		JOB NO. 305-157	
PROJECT PORT QUANDARI DEVELOP			
LOCATION Rovard			
CONTRACTOR N/A		OWNER	
WEATHER Sunny		TEMP. 95° at at	
PRESENT AT SITE			

TO \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

THE FOLLOWING WAS NOTED:

Arrived on Job Site meet w/  
 Ken and Scott. Needed Density on  
 Road's 500' APART TOP COURSE ONLY.  
 All TEST TAKEN PAST TIRE 95%  
 Required using a 131.5 PROCTOR. All  
 TEST TAKEN ON DENSITY SHEET.  
 Contractor using Double Drum Roller  
 For Compaction. HAM Added to  
 Site MATERIAL.

Field Report not valid without accompanying  
 DATA SHEET and SIGNATURE.

YES TO \_\_\_\_\_

**FIELD REPORT**

DATE 7-1

S.A. Engineering and Surveying  
 120 West Lincoln Ave.  
 Lubina, WA 98302  
 (509) 675-6990

Project: Feet Quarry Devel. Project  
 Job #: 22.5.15.7  
 Date: 7.26.05  
 Performed By: DJ

Nuclear Relative Density Test Data  
 ASTM D2922

Test Number	1	2	3	4	5	6	7
Location	RD 6 HCO 1100	AD 3 L2448 4450	PO 3 8400	PO 4 1200	PO 5 7475	PO 6 4140	PO 7 4122
Elevation	Top Left						
Depth	4 ft						
% Oversize	100						
Soil Description	S/S						
Moist Density	132.9	134.2	131.8	134.4	133.7	135.1	134.5
Moist Density	126.1	127.0	126.6	127.0	126.0	127.3	126.4
Moisture	5.4	5.7	6.5	6.3	6.1	6.1	6.4
Moist (%)	6.4	13.0	11.7	12.0	13.0	11.0	12.0
Moist Ratio	17.7	0.327	0.334	0.344	0.339	0.344	0.333
Max. Obs. Density	131.5	131.5	131.5	131.5	131.5	131.5	131.5
Opt. Moisture %	6.75	7.5	7.5	7.5	7.5	7.5	7.5
% Relative Comp.	95.4	96.6	95.3	96.6	95.8	96.4	96.1

Remarks:

Standard Count: \_\_\_\_\_  
 Density: \_\_\_\_\_  
 Moisture: \_\_\_\_\_

**P L S A ENGINEERING & SURVEYING**

1120 West Lincoln Avenue  
YAKIMA, WASHINGTON 98902

(509) 575-6990  
FAX (509) 575-6993

DATE	7-22-05	JOB NO.	205157
PROJECT	PORT QUENDAIL DEVELOP		
LOCATION	Rowaid		
CONTRACTOR	WIA.	OWNER	
WEATHER	RAIN	TEMP	60° at AM ° at PM
PRESENT AT SITE			

TO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE FOLLOWING WAS NOTED:

>  
ARRIVED ON JOB SITE, TALKED TO SCOTT WITH SUPERIOR SAID RICE IS RUNNING AROUND 157.0. AROUND 1200 TON TO BE PLACED. STARTED DENSITY ON RD B RANDOM LOCATION, THEN C, A, AND D. TOOK THREE SAMPLES FOR RICE.

SUPERIOR USING DOUBLE DRUM ROLLER AND FINISH ROLLER FOR COMPACTION. ALL DENSITY TAKEN ARE ON DENSITY SHEET LOCATION AND RESULTS.

>  
FIELD REPORT NOT VALID WITHOUT DENSITY SHEET OR SIGNATURE.

PIES TO \_\_\_\_\_

**FIELD REPORT**

SIGNED 

PLSA Engineering and Surveying

1120 West Lincoln Ave.  
Yakima, WA 98902  
(509) 575-6990

Project: PORT QUENDALL  
Job #: J05017 J05157  
Date: 7/25/05  
Performed By: JL

RICE DENSITY

Class Of Mix: A  
Test Number: 1

ACP Supply Mix: SUPERIOR

Wght of Dry Sample (g):	<u>1106.3</u>
Wght of Flask and Water (g):	<u>2350.1</u>
Wght of Flask, Water, and Sample (g):	<u>3020.0</u>
Temperature:	<u>71°</u>
Temperature Correction Factor:	<u>0</u>
Rice Specific Gravity:	<u>2.53564</u>
Rice Density (pcf):	<u>157.8</u>

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# PLSA Engineering and Surveying

1120 West Lincoln Ave.  
 Yakima, WA 98902  
 (509) 575-6990

Project: Port Oyendell Dredge  
 Job #: 505 157  
 Date: 7-22-05  
 Performed By: DW L.

## Nuclear Relative Density Test Data ASTM D2922

Test Number	1	2	3	4	5	6	7	8	9	10
Location	RDB 6+90	RDB 4+00	RDB 2+00	RDB 0+60	RDC 12+50	RDC 10+00	RDC 8+40	RDC 6+10	RDA 1+50	RDA 2+25
Elevation	N/A									
Mode / Depth	B/S									
% Oversize	N/A									
Soil Description	ASSISTANT									
Wet Density	143.9	144.1	143.7	144.3	144.2	143.8	144.4	144.1	144.6	143.9
Dry Density										
% Moisture										
Air Void (%)										
Void Ratio										
Max Obt. Density										
Opt. Moisture %										
% Relative Comp.										

Standard Count

Remarks: 1200 TONS

Density:

Moisture:

**PLSA Engineering and Surveying**

1120 West Lincoln Ave.  
 Yakima, WA 98902  
 (509) 575-6990

Project: PORT QUENDALL

Job #: 205 157

Date: 7-22-05

Performed By: DJ

Nuclear Relative Density Test Data  
 ASTM D2922

Test Number	11	12	13	14	15
Location	ROA 3+25	ROD 1+75	ROD 2+50	ROD 3+25	ROD 4+10
Elevation					
Moist / Depth					
% Oversize					
Soil Description					
Wet Density	144.3	144.6	144.1	144.5	143.7
Dry Density					
% Moisture					
Air Void (%)					
Void Ratio					
Max Obt. Density					
Opt. Moisture %					
% Relative Comp.					

Standard Count: \_\_\_\_\_  
 Density: \_\_\_\_\_  
 Moisture: \_\_\_\_\_

Remarks: 1200 TONS

ATTACHMENT G

# EXISTING HYDROLOGIC ANALYSIS

for

## RIDGECREST ROAD

March 26, 2013

Encompass Engineering & Surveying, Job No. 13007



Prepared by:



Western Washington Division  
165 NE Juniper Street, Suite 201 • Issaquah, WA 98027 • Phone: (425) 392-70250 • Fax: (425) 391-3055  
Eastern Washington Division  
108 East 2nd Street • Cle Elum, WA 98922 • Phone: (509) 674-7433 • Fax: (509) 674-7419

Prepared for:

Mr. Pat Deneen  
PO Box 808  
Cle Elum, WA 98922

### Stormwater Quality Control

#### 3.3.2

As required by Ecology's 2004 *SWMMEW*, Core Element #5 – Runoff Treatment is required to reduce pollutant loads and concentrations in stormwater runoff using physical, biological, and chemical removal mechanisms to protect water quality so that beneficial uses of receiving waters are maintained and where applicable, restored (*SWMMEW*, Section 2.2.7). The most effective basic treatment BMPs remove about 80 percent of total suspended solids contained in the runoff treated, and a much smaller percentage of the dissolved pollutants. It may be necessary to provide additional treatment to remove oil, metals, and/or phosphorus from stormwater runoff.

Water quality treatment facilities are selected based on the types of treatment required, terrain configuration, and site layout. Based on these elements for the Ridgecrest Road Basin, it has been determined that the Biofiltration Treatment & Sediment Trap Facilities would be the most efficient method of treatment.

Pre-treatment facilities may be required, and will be designed based on a water quality design flow rate utilizing the SCS Type IA 24-hour storm with a 25-year return frequency as a conveyance system located "on-line". It is possible that some areas with high permeability rates may be utilized for surface infiltration facilities, but this will be determined in the design phase of the project.

SBUH calculations in Table 1 identify the water quality volumes that will require treatment prior to quantity control based on regional storm with a 6-month, 24-hour return frequency. These volumes represent the entire basin area runoff in the developed condition that would require treatment measures for each land use alternative. The single facility sizes offer a convenient method for comparing differences between other alternatives; however in practice, multiple smaller facilities would be implemented across the on-site drainage basins.

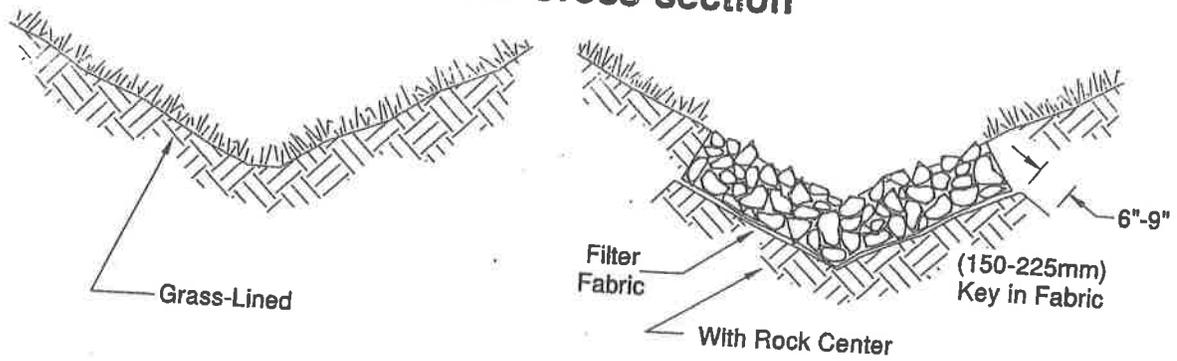
**Table 1 Estimated required volume for water quality treatment.**

BASIN	Total Area (acres)	Estimated Required Volume for water quality treatment (ft <sup>3</sup> ) <sup>1</sup>
		Single Pond Alternative
A	150	35,250

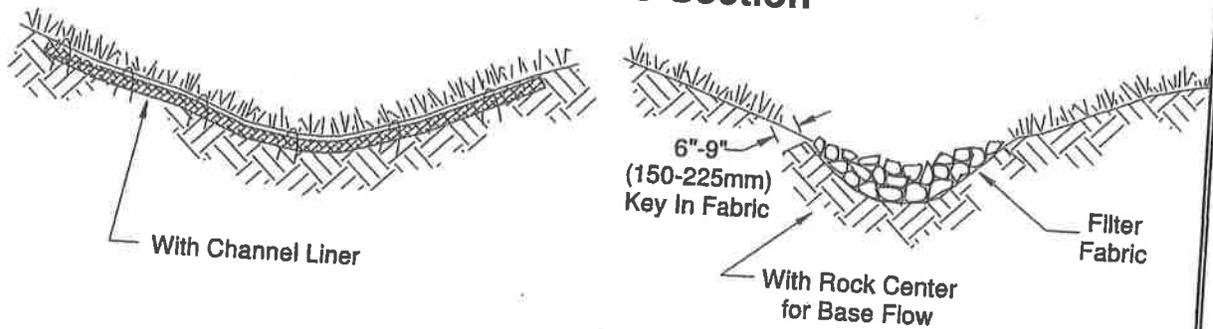
<sup>1</sup> Volume for water quality treatment based on regional storm with a 6-month, 24-hour return frequency approach.

Pre-treatment facilities sizing based on the water quality design flow rate will be determined in the design phase of the project.

### Typical V-Shaped Channel Cross-section



### Typical Parabolic Channel Cross-Section



### Typical Trapezoidal Channel Cross-Section

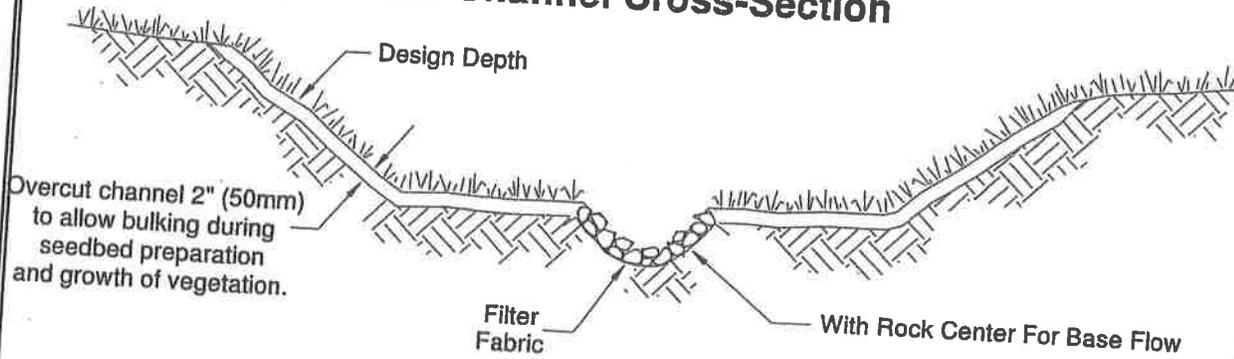


Figure 4.9 – Typical Grass-Lined Channels

## BMP C203: Water Bars

### Purpose

A small ditch or ridge of material is constructed diagonally across a road or right-of-way to divert stormwater runoff from the road surface, wheel tracks, or a shallow road ditch.

### Conditions of use

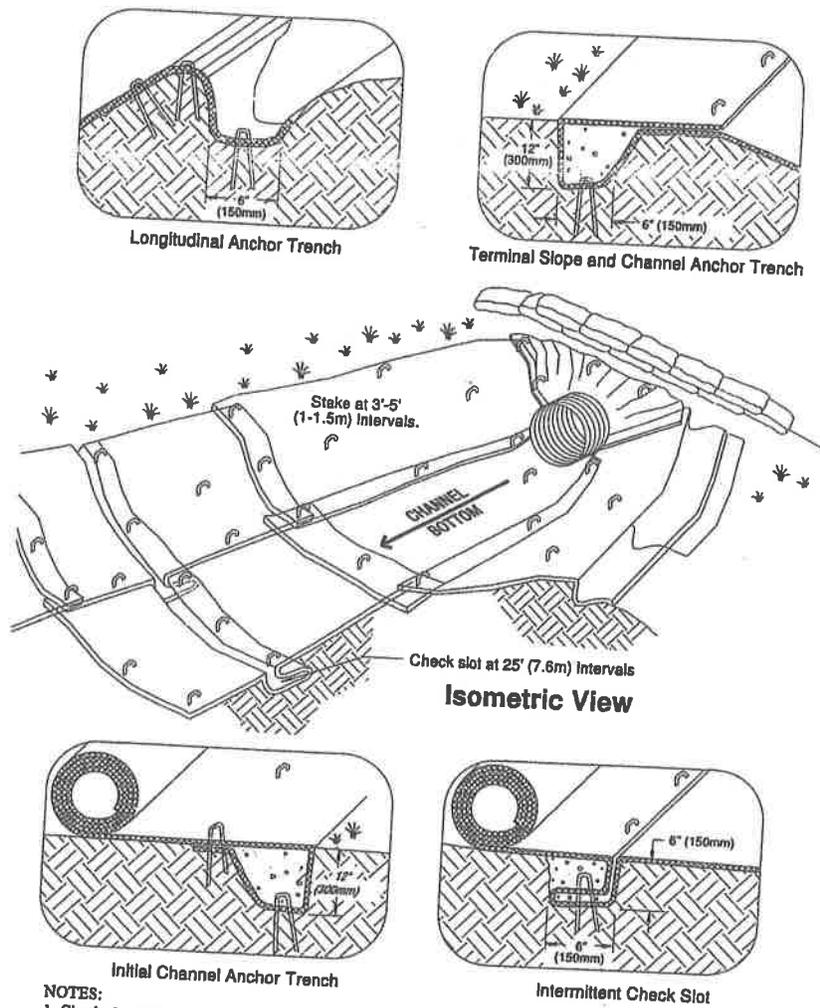
- Clearing right-of-way and construction of access for power lines, pipelines, and other similar installations often require long narrow right-of-ways over sloping terrain. Disturbance and compaction promotes gully formation in these cleared strips by increasing the volume and velocity of runoff. Gully formation may be especially severe in tire tracks and ruts. To prevent gullying, runoff can often be diverted across the width of the right-of-way to undisturbed areas by using small predesigned diversions.
- Give special consideration to each individual outlet area, as well as to the cumulative effect of added diversions. Use gravel to stabilize the diversion where significant vehicular traffic is anticipated.
- Height: 8-inch minimum measured from the channel bottom to the ridge top.
- Side slope of channel: 2:1 maximum; 3:1 or flatter when vehicles will cross.
- Base width of ridge: 6-inch minimum.
- Locate them to use natural drainage systems and to discharge into well vegetated stable areas.
- Guideline for Spacing:

### Design and Installation Specifications



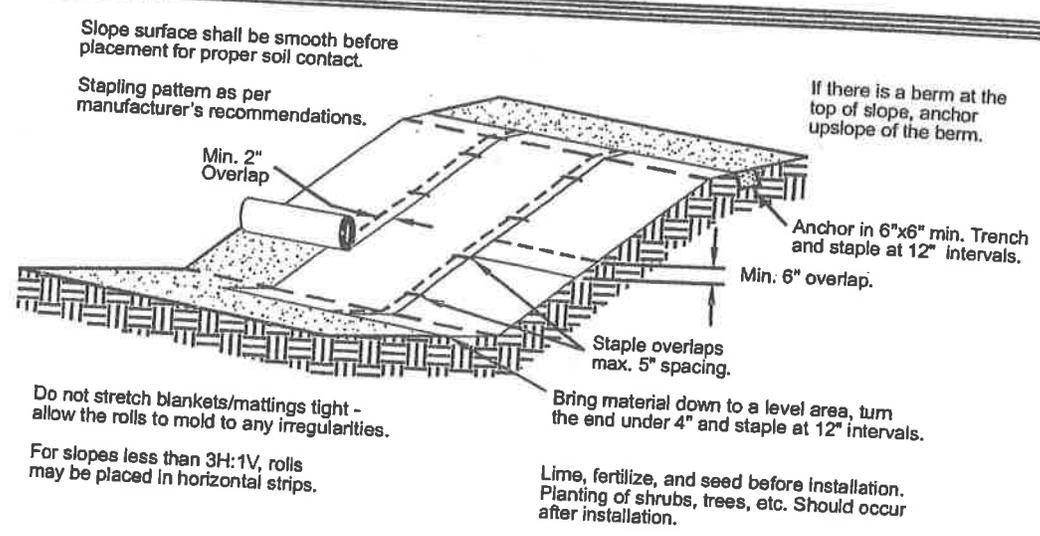
Slope %	Spacing (ft)
< 5	125
5 - 10	100
10 - 20	75
20 - 35	50
> 35	Use rock lined ditch

- Grade of water bar and angle: Select angle that results in ditch slope less than 2 percent.
- Install as soon as the clearing and grading is complete. Reconstruct when construction is complete on a section when utilities are being installed.
- Compact the ridge when installed.
- Stabilize, seed and mulch the portions that are not subject to traffic. Gravel the areas crossed by vehicles.



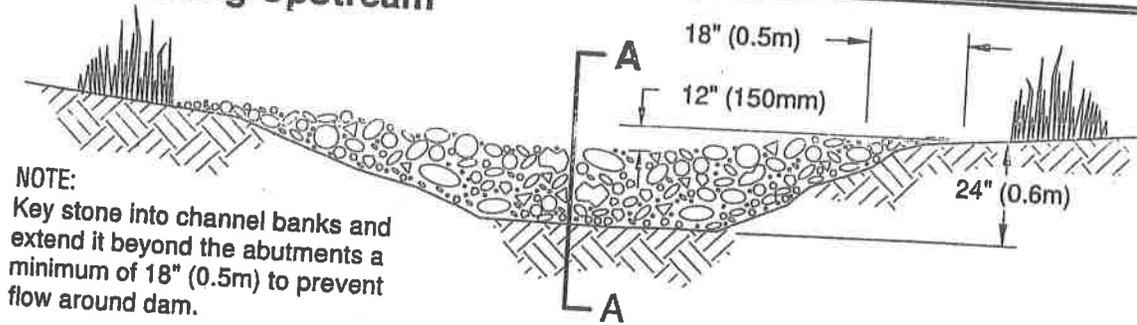
- NOTES:**
1. Check slots to be constructed per manufacturers specifications.
  2. Staking or stapling layout per manufacturers specifications.

**Figure 4.4 – Channel Installation**



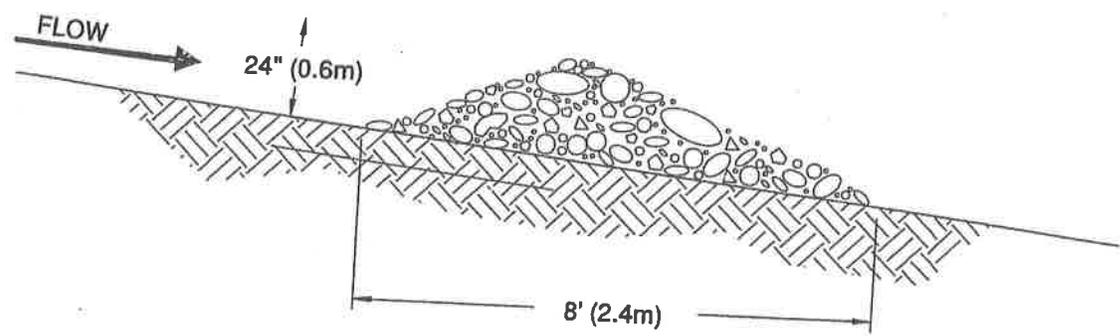
**Figure 4.5 - Slope Installation**

### View Looking Upstream



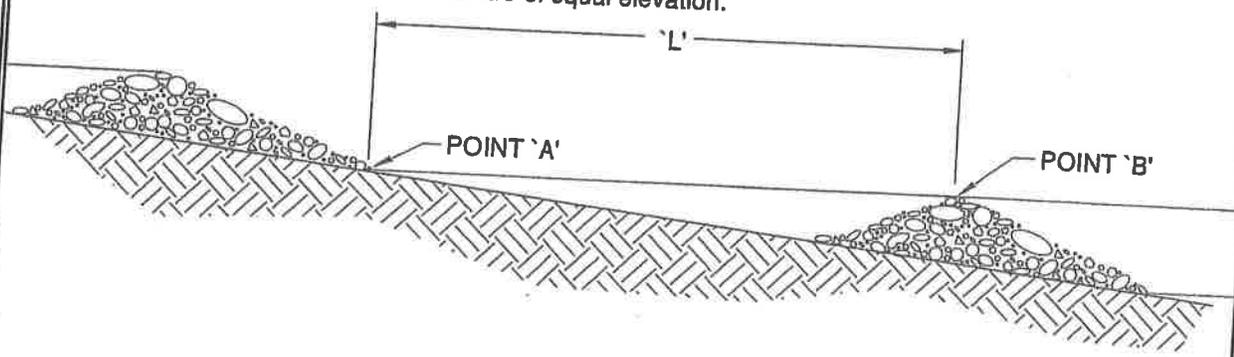
**NOTE:**  
Key stone into channel banks and extend it beyond the abutments a minimum of 18" (0.5m) to prevent flow around dam.

### Section A - A



### Spacing Between Check Dams

'L' = the distance such that points 'A' and 'B' are of equal elevation.



NOT TO SCALE

Figure 4.14 - Check Dams

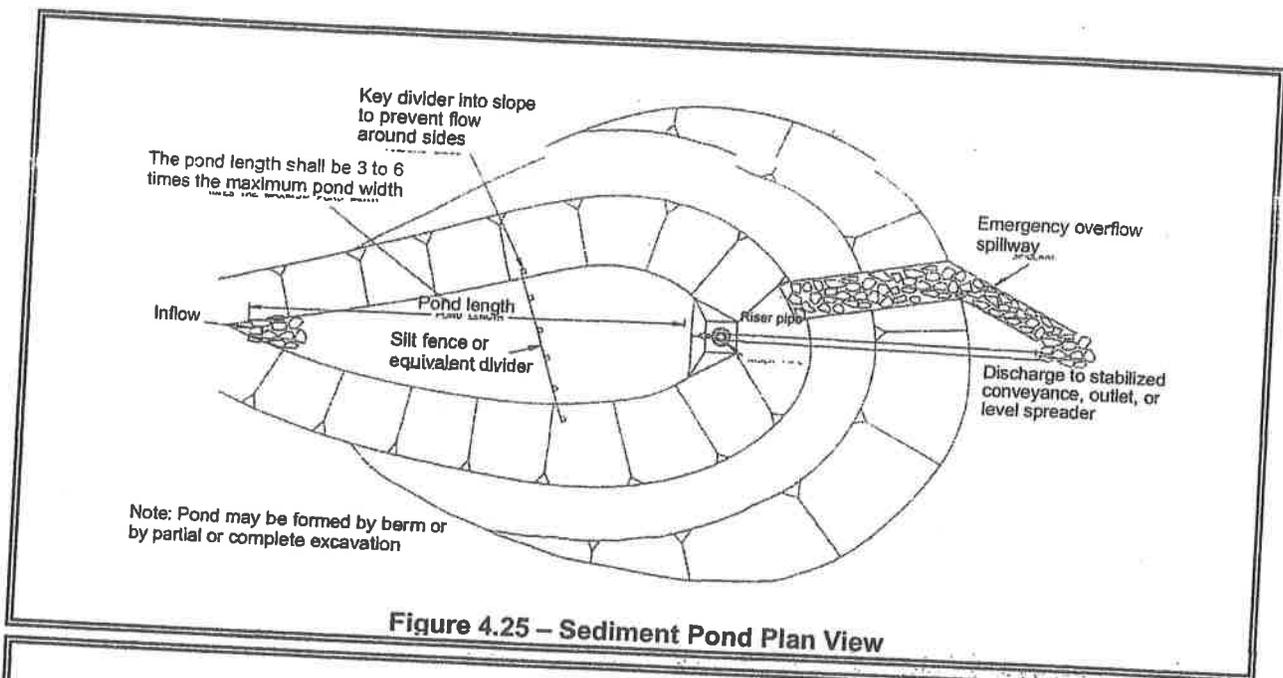


Figure 4.25 – Sediment Pond Plan View

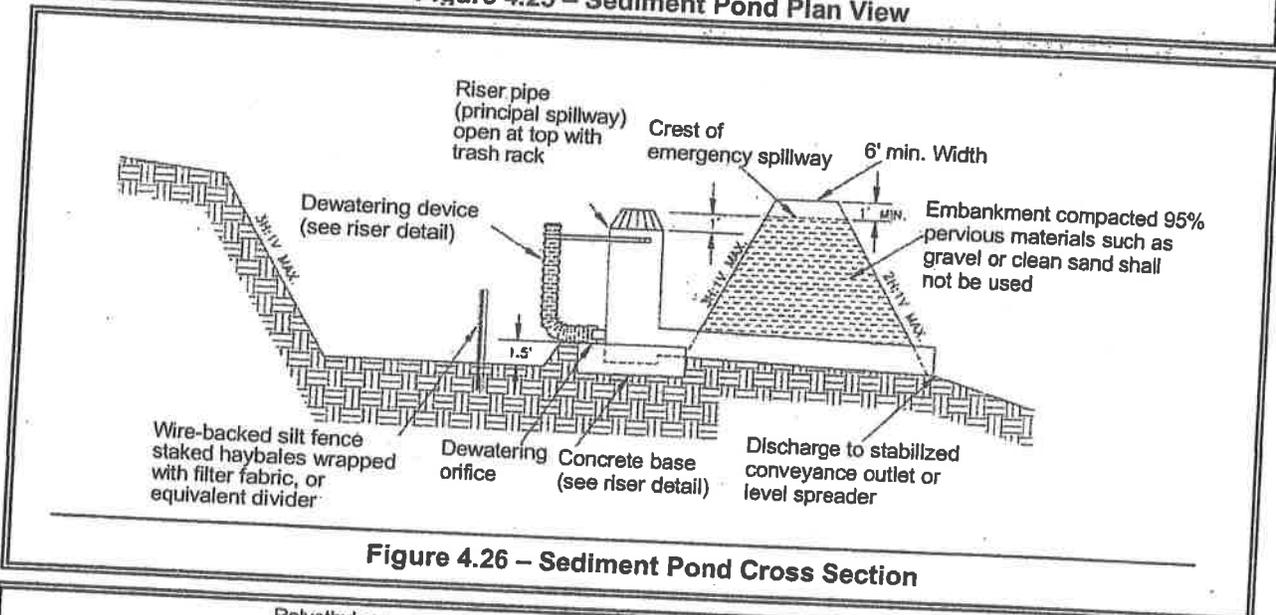


Figure 4.26 – Sediment Pond Cross Section

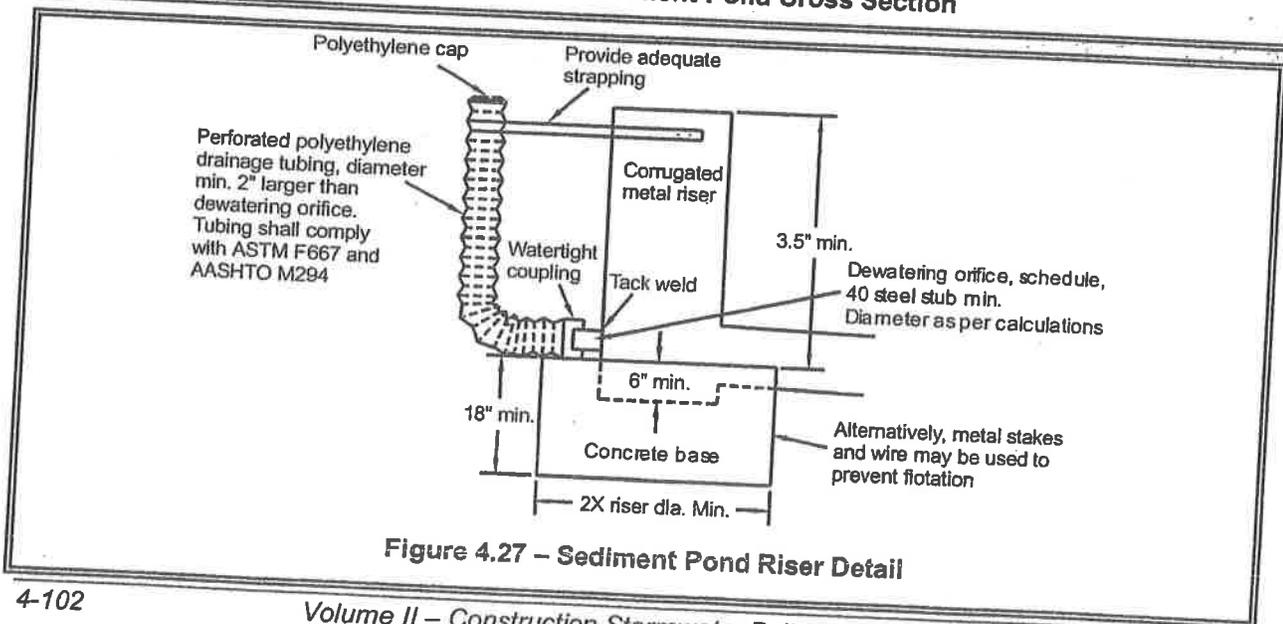


Figure 4.27 – Sediment Pond Riser Detail

**2-YEAR, 24-HOUR STORM**

No. Element ID	Total Area (acres)	CN Pervious	CN Impervious	Pervious Area (acres)	Impervious Area (acres)	Tc (minutes)	Total Precipitation (inches)	Time Peak (hours)	Peak Runoff (cfs)
2 Basin A (pre)	84.64	76.00	98.00	84.64	0.00	10	3.34	8.00	42.30

**25-YEAR, 24-HOUR STORM**

No.	Element ID	Total Area (acres)	CN Pervious	CN Impervious	Pervious Area (acres)	Impervious Area (acres)	Tc (minutes)	Total Precipitation (inches)	Time Peak (hours)	Peak Runoff (cfs)
1	Basin A (pre)	150.00	73.00	98.00	148.50	1.50	10	4.84	8.00	85.25

**100-YEAR, 24-HOUR STORM**

No.	Element ID	Total Area (acres)	CN Pervious	CN Impervious	Pervious Area (acres)	Impervious Area (acres)	Tc (minutes)	Total Precipitation (inches)	Time Peak (hours)	Peak Runoff (cfs)
1	Basin A (pre)	150.00	73.00	98.00	148.50	1.50	10	6.09	8.00	135.50

# RIDGECREST STORMWATER

## BASIN A

AREA	AREA (acres)	HYDROLOGIC SOIL GROUP	DESCRIPTION	CN
OPEN SPACE	145	C	Woods (Fair)	73
OPEN SPACE	5	C	Pasture (Fair)	79

**TOTAL AREA CHECK      150   ac.**

**CN<sub>WEIGHTED</sub>      73**

# RIDGECREST STORMWATER

## BASIN A

### PRE-DEVELOPMENT CONDITIONS

Channel flow.

The Soil Survey of Kittitas County Area, Washington identifies the soil in this area as a Type "C" soil.

### CALCULATE TIME OF CONCENTRATION

Total area =	148.50	acres	
Pervious area (w/o upstream open space) =	0.00	acres	73 CN
Impervious area =	1.50	acres	98 CN

Calculate Time of Concentration assuming Shallow Concentrated Flow approach:

$$V = k\sqrt{S_0} \quad T_t = \frac{L}{60V}$$

L =	4400	ft	L =	0	ft
S <sub>0</sub> =	12	ft/ft	S <sub>0</sub> =	0	ft/ft
k <sub>s</sub> =	17		k <sub>s</sub> =	0	
V =	58.89	fps	V =	0.00	fps
T <sub>1</sub> =	1.25	min.	T <sub>2</sub> =	0	min.
<b>T<sub>c</sub> =</b>	<b>10.00</b>	<b>min.</b>			



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

April 12, 2012

Pat Deneen  
PQD dba Central Cascade Construction  
PO Box 808  
Cle Elum, WA 98922

**RE: Coverage under the Construction Stormwater General Permit**

**Permit number:** WAR-125714  
**Site Name:** Ronald Ridge  
**Location:** Intersection of SR 903 & Ridgcrest Dr  
Ronald County: Kittitas  
**Disturbed Acres:** 10

Dear Mr. Deneen:

The Washington State Department of Ecology (Ecology) received your Notice of Intent for coverage under Ecology's Construction Stormwater General Permit (permit). This is your permit coverage letter. Your permit coverage is effective on April 12, 2012. **Please retain this permit coverage letter with your permit (enclosed), stormwater pollution prevention plan (SWPPP), and site log book. These materials are the official record of permit coverage for your site.**

Please take time to read the entire permit and contact Ecology if you have any questions.

**Appeal Process**

You have a right to appeal coverage under the general permit to the Pollution Control Hearing Board (PCHB) within 30 days of the date of receipt of this letter. This appeal is limited to the general permit's applicability or non-applicability to a specific discharger. The appeal process is governed by chapter 43.21B RCW and chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2).



Pat Deneen  
April 12, 2012  
Page 2

To appeal, you must do the following within 30 days of the date of receipt of this letter:

- File your appeal and a copy of the permit cover page with the PCHB (see addresses below). Filing means actual receipt by the PCHB during regular business hours.
- Serve a copy of your appeal and the permit cover page on Ecology in paper form - by mail or in person (see addresses below). E-mail is not accepted.

You must also comply with other applicable requirements in chapter 43.21B RCW and chapter 371-08 WAC.

**Address and Location Information:**

**Street Addresses:**

Department of Ecology  
Attn: Appeals Processing Desk  
300 Desmond Drive SE  
Lacey, WA 98503

Pollution Control Hearings Board (PCHB)  
1111 Israel Road SW, Suite 301  
Tumwater, WA 98501

**Mailing Addresses:**

Department of Ecology  
Attn: Appeals Processing Desk  
PO Box 47608  
Olympia, WA 98504-7608

Pollution Control Hearings Board  
PO Box 40903  
Olympia, WA 98504-0903

**Electronic Discharge Monitoring Reports (WAWebDMR)**

This permit requires that Permittees submit monthly discharge monitoring reports (DMRs) electronically using Ecology's secure online system, WAWebDMR. To sign up for WAWebDMR go to: [www.ecy.wa.gov/programs/wq/permits/paris/webdmr.html](http://www.ecy.wa.gov/programs/wq/permits/paris/webdmr.html). If you have questions, contact Tonya Wolfe at (360) 407-7097 (locally), or (800) 633-6193/option 3, or email [WAWebDMR@ecy.wa.gov](mailto:WAWebDMR@ecy.wa.gov).

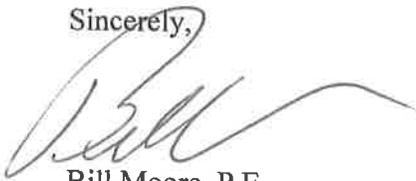
**Ecology Field Inspector Assistance**

If you have questions regarding stormwater management at your construction site, please contact Bryan Neet of Ecology's Central Regional Office in Yakima at (509) 575-2808, or [bryan.neet@ecy.wa.gov](mailto:bryan.neet@ecy.wa.gov).

**Questions or Additional Information**

Ecology is committed to providing assistance. Please review our web page at: [www.ecy.wa.gov/programs/wq/stormwater/construction/](http://www.ecy.wa.gov/programs/wq/stormwater/construction/). If you have questions about the construction stormwater general permit, please contact Joyce Smith at (360) 407-6858, or [joyce.smith@ecy.wa.gov](mailto:joyce.smith@ecy.wa.gov).

Sincerely,



Bill Moore, P.E.  
Program Development Services, Section Manager  
Water Quality Program

Enclosure



STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

P.O. Box 47600 • Olympia, Washington 98504-7600  
(360) 407-6000 • TDD Only (Hearing Impaired) (360) 407-6006

May 25, 2006

Mr. Mike Baker  
Central Cascade Construction  
P.O. Box 808  
Cle Elum, WA 98922

Dear Mr. Baker:

RE: Construction Stormwater General Permit  
Permit Number: **WAR-007403**

Site Name: Roslyn Ridge  
Location: 9291 SR 903  
Ronald, WA 98940 Kittitas County

Disturbed Acres: 5.52  
Receiving Water: Roadside ditches & adjacent property for infiltration

The Washington Department of Ecology (Ecology) has reviewed your application for coverage under the construction stormwater general permit, and has decided to issue permit coverage effective May 25, 2006. **Please retain this permit coverage letter with your permit (enclosed), stormwater pollution prevention plan (SWPPP), and site log book. It is the official record of permit coverage for your site.**

This letter explains some of the new requirements in the new construction stormwater general permit. Please take time to read the new permit, and contact Ecology if you have any questions.

### Inspections

- You must conduct weekly visual inspections of your site to ensure your best management practices (BMPs) are functioning properly.
- Beginning October 1, 2006, you must use a Certified Erosion and Sediment Control Lead (CESCL) to do inspections of your site. Ecology maintains a list of training classes to obtain CESCL certification. Ecology has a list of CESCL training courses on its website.
- Refer to Condition S4 (pages 10-12) for more information.

### Sampling and Analysis

- Beginning October 1, 2006, sites five acres and greater must sample stormwater discharges for turbidity using a turbidity meter.
- Beginning October 1, 2006, sites one acre and greater must sample stormwater discharges for pH, if the project involves engineered soils (cement kiln dust, etc.) or over 1000 yds<sup>3</sup> of poured or recycled concrete.
- Beginning October 1, 2008, sites less than five acres must sample their stormwater discharges for turbidity using a turbidity meter or transparency tube.

Mr. Mike Baker

Page 2

May 25, 2006

- The permit sets benchmark (target) levels for turbidity, transparency, and pH. When discharge samples exceed a benchmark, then you must follow additional permit requirements.
- Additional information regarding sampling and reporting will be sent to you prior to October 2006.
- Refer to Condition S4 (pages 10-15) for more information.

#### **Discharges to Impaired Waterbodies**

- If your site discharges into an impaired water body that is on the 303(d) list for turbidity, fine sediment, high pH, or phosphorus, additional sampling may be required.
- See Condition S8 (pages 18-21) for more information.
- EPA recently approved the 2004 303(d) list, which includes water bodies not previously on the 303(d) list. Ecology will be reviewing the newly approved list and will notify you if any additional sampling requirements apply to you.

#### **Stormwater Pollution Prevention Plan**

- Each site must have a Stormwater Pollution Prevention Plan (SWPPP) which describes the erosion and sediment control measures used on the site to protect water quality. The SWPPP requirements are contained in Condition S9 (pages 21-29).
- Remember to keep your SWPPP updated. The permit contains specific timelines for SWPPP updates based on inspection results by the site inspector or Ecology.

#### **Permit Transfer**

- When you sell or transfer operational control of all, or a portion, of your site to one or more new operator(s), permit coverage must also be transferred.
- To transfer permit coverage, submit a Transfer of Coverage form to Ecology.

#### **Notice of Termination**

- Permit coverage may be terminated (cancelled) when the site has undergone final stabilization with permanent vegetation or equivalent measures which prevents erosion.
- To terminate permit coverage, submit a Notice of Termination (NOT) to Ecology. If you do not submit a NOT, you will remain responsible for permit compliance and permit fees.
- Refer to Condition S10 on page 29 for more information.

#### **Appeal of Permit Coverage**

The terms and conditions of a general permit, as they apply to an individual discharger, can be appealed within 30 days of the effective date of coverage of that discharger (see Chapter 43.21B RCW). This appeal is limited to the general permit's applicability or non-applicability to a specific discharger.

Mr. Mike Baker  
Page 3  
May 25, 2006

The procedures and requirements for the appeal process are contained in RCW 43.21.B310. ("RCW" is the Revised Code of Washington). Appeals should be directed to:

Pollution Control Hearings Board  
PO Box 40903  
Olympia, Washington 98504-0903

Department of Ecology  
Appeals Coordinator  
P.O. Box 47608  
Olympia, Washington 98504-7608

### Questions

Ecology is committed to providing assistance to you. Please review our web page at <http://www.ecy.wa.gov/programs/wq/stormwater/construction/>.

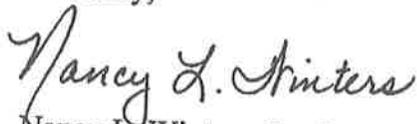
For questions about transfers, terminations, and other administrative issues, please contact Linda Matlock at 360-407-6437 or [lmat461@ecy.wa.gov](mailto:lmat461@ecy.wa.gov).

### Ecology Regional Assistance

If you have questions regarding stormwater management issues at your construction site, please contact Ray Latham (509-575-2807) of Ecology's Central Regional Office in Yakima.

If you have questions regarding this letter, please call Linda Matlock at 360-407-6437.

Sincerely,



Nancy L. Winters, Section Manager  
Program Development Services Section  
Water Quality Program

Enclosure: Construction Stormwater General Permit

cc: Ecology Permit Fee Unit, HQ  
Stormwater File, HQ  
Ray Latham, Ecology, CRO  
Terry Wittmeier, Ecology, CRO

ATTACHMENT H

# EXPENSE SHEET

<u>Development</u>	<u>Cost</u>	<u>Estimated Costs</u>	<u>Notes</u>
EVG PUD Div 2, Tiger Lily Road (B-road) Cost (completed)	\$91,605.87		
EVG PUD Div 3, Paintbrush Lane (C-road) Cost (partially completed)	\$80-90,000.00		
Tiger Lily road Div 4 (1/2 completed)	\$4,740.00		
Village At Roslyn Ridge (condominiums) (completed)	\$154,358.45		
<b><u>Other Costs</u></b> <b><u>(completed)</u></b>			
Entrance/intersection (completed)	\$49,635.70		
Park & Trail (completed)	\$7,558.94		
Parking Lot/landscapping (completed)	\$17,127.82		
Ronald Sewer Plant (plan & eng. Completed)	\$261,632.21		
Water System	\$300,000.00		

LOSS system (completed)	\$350,000.00		
Activity Center Cost (completed)	\$1,254,808.79		
-			
EVG PUD 30-32 lot concept/surv.,eng. & stormwater		\$25,000.00	Estimated lot cost for utilities: 20- 30,000.00
EVG PUD 4 lot concept surv., eng. & stormwater		\$6,000.00- \$8,000.00	Estimated lot cost for utilities: 20- 30,000.00
EVG PUD Spur road lot concept surv., eng. & stormwater		\$6000.00- \$10,000.00	Estimated lot cost for utilities: 20- 30,000.00
EVG PUD Fish Hook lot concept surv., eng. & stormwater		\$6,000.00- \$10,000.00	Estimated lot cost for utilities: 20- 30,000.00

ATTACHMENT I

04/29/2010 03:51:04 PM

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\$64.00  
Covenants AMERITITLE  
Kittitas County Auditor

Page 1 of 3



REVIEWED BY

KITTITAS COUNTY TREASURER

DEPUTY

DATE

*L. Boyer*  
*4/29/10*

Return To: Pat Deneen  
1890 Nelson Siding Road  
Cle Elum, WA 98922

Amt 111169-19

\$64.00

COUNTY RECORDING ONLY...  
NO LIABILITY FOR VALIDITY  
AND / OR ACCURACY ASSUMED BY  
AMERITITLE

**TITLE OF DOCUMENT  
AMENDMENT TO THE**

Secondary Declaration of Covenants, Conditions and Restrictions for Evergreen Ridge  
KITTITAS COUNTY, WASHINGTON

DATED JUNE 26, 2008

Filed Under Auditors File Number 200806260017

AMENDING SECTIONS 3.5, 4.6, 5.8, 5.10, 5.11, 5.12, 5.14, 5.15

Dated: April, 27, 2010

**GRANTOR**

Teanaway Ridge LLC, a Washington limited liability company

**GRANTEE**

The Public

**LEGAL DESCRIPTION**

See EXHIBIT "A" of the Secondary Declaration of Covenants, Conditions and Restrictions for Evergreen Ridge  
as recorded under Kittitas County Auditors File Number 200806260017.

As provided for in the above referenced Secondary Declaration of Covenants, Conditions and Restrictions for  
Evergreen Ridge, the following sections are amended to read as follows:

Section 3.5. The Architectural and Landscaping Review Committee has the authority to grant variances as they  
are reasonably warranted on behalf of The Board.

Section 4.6. The property shall be kept in a predominantly natural wooded state. Small lawns, flowers and  
gardens may be planted, provided the landscaped area removed from the natural wooded state shall not exceed  
3,000 square feet. Vegetation should be of the natural occurring variety. All landscaping designs should rely on  
water conservation technologies. There shall be no removal of healthy live deciduous or coniferous trees unless  
said removal is part of a landscaping plan or tree-thinning plan submitted to and approved by the Declarant or,

after Transition Date, the Board. Removal of trees is allowable for building sites. Prior to removal of any trees, a landscaping plan or tree-thinning plan shall be submitted to the Declarant for design approval. Said plan must show how the natural environment will be maintained. This section specifically recognizes that tree-thinning may be needed. Trees shall be thinned in such a manner to enhance the natural environment. The tree-thinning plan shall make allowance for reforestation. As trees are thinned and other removed for building sites, young small trees shall be planted and maintained to continue to enhance the natural environment. The species of the trees shall be consistent with the natural species on the Property. The intent of this section is to maintain the Property as a natural growing forest with different levels of forest canopies with a mix of the natural species. Approval of said plan shall only be granted if said plan is consistent with the intent of this section, i.e. to maintain the area in a forested natural state. This section shall in no way limit a property owner's right to remove a tree, which may be diseased, or constitute a hazard or be threat to life of property. Submissions of such plans shall be made as described in Section 3.

Section 5.8. The minimum front setback for a dwelling shall be 40 feet from the centerline of the road. The minimum side setback shall be 5 feet from the side property lines and the minimum rear setback shall be 5 feet from the rear property line. A variance to Section 5.8 may be requested and will be granted on a case-by-case basis depending on the Lots characteristics.

Section 5.10. All single family residences must have a minimum footprint of 1100 square feet or minimum living space of 1000 square feet (not including garages, porches, decks and/or patios). Residences shall not exceed 35 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less. A variance to Section 5.10 may be requested and will be granted on a case-by-case basis depending on the Lots characteristics.

Section 5.11. A single, separate living space or "guest house" is not permitted.

Section 5.12.4. Each garage and/or outbuilding shall have a footprint of no less than 400 square feet. Each garage and/or outbuilding shall have a footprint of no more than 1300 square feet; provided, however one garden-type shed which is less than 400 square feet may be constructed after approval by the Board. One gazebo that is less than 400 square feet shall be allowed per lot. Garages shall not exceed 30 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less.

Section 5.12.5. The minimum front setback for garage shall be 35 feet from the centerline of the road. The minimum side setback shall be 5 feet from the side property lines and the rear setback shall be 5 feet from the rear property line.

Section 5.14. Exterior finish shall be rock (either natural or cultured), log, masonry, natural wood and/or natural wood siding, or as deemed appropriate by the Architectural and Landscaping Committee may be used. Color shall be approved by Board.

Section 5.15. Roofs shall be of conventional gable or hip design and have a minimum roof slope of six to twelve and the minimum overhang of eaves from the outside wall surface shall be 18 inches as measured along an extension of the slope of the roof. Porch roofs attached to the main structure may be approved with a flatter pitch not to be less than three to twelve. Tile roofs shall be allowed. Roofing materials must be of architectural grade. Non-Reflective metal roofs may be allowed but only with the approval of the Board or its designee.

Metal roofs that are reflective shall not be allowed under any circumstances, unless approval is granted by the Board or it's designee.

DATED: 4-27-10

Teaway Ridge, LLC

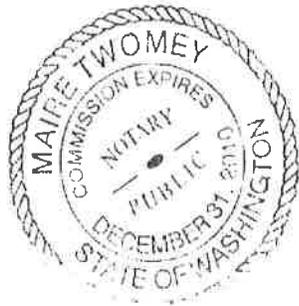
  
\_\_\_\_\_  
PATRICK D. DENEEN, Manager

State of Washington            )  
  ) ss.  
County of Kittitas;            )

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick Deneen, to me known to be the Manager, respectively of Teaway Ridge, LLC, a Washington Limited Liability Company, the company that 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.

Dated: 4/27/10  
Seal or Stamp

  
\_\_\_\_\_  
Signature  
Notary Public in and for the State of  
Washington



Printed name: Maire Twomey  
My Commission Expires: 12/31/10

After recording return to:  
Jeff Slothower  
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
PO Box 1088  
Ellensburg, WA 98926

06/26/2008 11:58:48 AM  
\$63.00  
Covenants SLOTHOWER  
Kittitas County Auditor

200806260017  
Page 1 of 22



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DOCUMENT TITLE: SECONDARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR EVERGREEN  
RIDGE  
DECLARANT: TEANAWAY RIDGE, LLC, a Washington Limited Liability  
Company  
LEGAL DESCRIPTION: See EXHIBIT "A"  
ASSESSOR'S TAX PARCEL NO.: 20-14-12022-0008

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**SECONDARY DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR EVERGREEN RIDGE**

This **SECONDARY** Declaration of Covenants, Conditions and Restrictions for the properties described in EXHIBIT "A" (the "Declaration") is given as of the 17th day of June, 2008, by TEANAWAY RIDGE, LLC, a Washington Limited Liability Company (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; and



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; and

WHEREAS, the Declarant filed and recorded on 26<sup>th</sup> day of June, 2008 a Declaration Encumbering property with Covenants, conditions and Restrictions for the property legally described on described in EXHIBIT "A" Which is recorded under Kittitas County Auditors file number 200806260016, the effect of which is to add the property legally described on Exhibit A to a Declaration of Primary Covenants, Conditions and Restrictions which were recorded under Kittitas County Auditors File No. 200409280063 (hereinafter referred to as the "Primary Declaration") This Secondary declaration is intended to apply to the specific property identified herein which property is also subject to that Primary declaration.

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" shall mean the subcommittee of the Association established by the Declarant and after the Transition Date, the Board. The Board shall have the responsibility for reviewing and approving improvements to the Lots by Owners to ensure compliance with this Declaration.
- 1.5. "Articles" means the Articles of Incorporation of the Association. 1.06. "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.
- 1.6. "Association" shall mean the Roslyn Ridge Resort Communities Owners' Association, a Washington Non-Profit Corporation, comprised of the Lot Owners.
- 1.7. "Auditor" means the Auditor of Kittitas County, Washington, or such successor agency charged with maintaining the real estate records for property within Kittitas County.
- 1.8. "Board of Directors" and "Board" shall mean the individuals selected by the Declarant or elected by the Association to manage and administer the Roslyn Ridge Resort Communities Owners' Association in accordance with the Bylaws of the Association and this Declaration.
- 1.9. "Bylaws" shall mean the Bylaws of the Association as initially promulgated by the Declarant, and as amended from time to time, which, with this Declaration, provide for the organization of the Association and for the administration of the Association.
- 1.10. "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 Roslyn Ridge Resort Communities to this Declaration or in any conveyance to the Association, 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.



- 1.11. "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alterations of a Structure, except that which may take place entirely within and affects only the interior of an existing Structure.
- 1.12. "Declarant" shall mean the party developing the Property and signing this Declaration, or the heirs, successors or assigns thereof.
- 1.13. "Declaration" means this Declaration of Covenants and Easements for the Property as defined in Section 1.31 of this document as the same may be amended or supplemented from time to time in accordance with the provisions hereof.
- 1.14. "Development Period" shall mean the period of time between the date of this declaration and the Transition Date.
- 1.15. "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 sales of the Property, from time to time.
- 1.16. "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.
- 1.17. "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.
- 1.18. "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.
- 1.19. "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.
- 1.20. "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.
- 1.21. "Roslyn Ridge Resort Communities" shall refer to the Property, including any Additional Properties added pursuant to Section 2.



- 1.22. "Office of Record" shall mean the office of the Declarant and/or the Association
- 1.23. "Owner" means the Person or Persons, including Declarant, owning any Lot 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 Lot. If a Lot 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 Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from its obligations incurred prior to termination.
- 1.24. "Person" means a human being, a corporation, partnership, limited liability company, trustee or other legal entity.
- 1.25. "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.
- 1.26. "Primary Declaration" means that certain Declaration the Declarant filed and recorded on 28<sup>th</sup> day of September, 2004, a Declaration Of Covenants, Conditions And Restrictions For Roslyn Ridge Resort Communities which is recorded under Kittitas County Auditors file #2004-9280063 .
- 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 pursuant to Primary Covenants Section 2 and/or Section 2 of this document, and including all improvements and structures now or hereafter placed thereon.
- 1.29. "Secondary Declaration" means this Declaration of Covenants and Easements as the same may be amended or supplemented from time to time in accordance with the provisions hereof.
- 1.30. "Structure" shall mean any building, fence, wall, driveway, walkway, patio, deck, swimming pool, outbuilding, shed or the like located on a Lot.



1.31. "Transition Date" shall mean the date upon which the rights of the Declarant are transferred to the Board as provided for in the Primary Declaration.

1.32. "Water Company" shall mean LCU 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 as it may be amended in the future 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. The annexation of such real property shall be accomplished by (i) the annexation of such Additional Property to this Declaration and as it may be amended in the future in accordance with the provisions thereof or (ii) a Supplemental Declaration subjecting the Additional Property to this Declaration and as it may be amended in the future, 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.

2.3. Withdrawal of Property. Privately Owned Amenities 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 if the property to be withdrawn was originally included in error or if the withdrawal is for the purpose of making minor adjustments to boundary lines. 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 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.

2.4. 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 entity qualifying under Section 501(c)(3) of the Internal Revenue Code or similar provisions or other legal entity, 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 desiring to do any of the following: 1) construct, 2) alter, 3) repair, or 4) replace any Structure on the Lots, including, but not limited to, a residence, garage, outbuildings or other building and/or fences, landscaping, and/or to remove any trees on the Lot, or grade or alter the earth on any lot (collectively "the work") shall, prior to construction, submit in writing to the Architectural and Landscaping Review Committee of the Association a request for review and approval, together with a set of plans and 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 Board so designates be in form approved by the Board, and delivered to the Board 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 construction, 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 Board. The Board may require the submission of such additional information as may be reasonably necessary to consider any Application.
- 3.2. Declarant shall have a reasonable time to review the Application and any additional information, as may be requested relative thereto which time is at least ninety (90) days. 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 and approval of the Application shall not be unreasonably withheld. In the event the Board has not requested additional information or given approval or disapproval of the Application within 90 days from the date the Application, or additional information if applicable was delivered to it, the Application shall be deemed approved; provided, however, failure by Board to act on the Application for approval within the specified time period shall not relieve the Lot Owner from the requirements set forth under this document including the



construction, appearance and type of structures permitted on the Lot. In the event an Application is denied approval, the Declarant shall provide, in writing, reasons for said denial.

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

3.4. The Board 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. **PROPERTY RESTRICTIONS.**

4.1. Each Lot Owner shall use their respective Lot exclusively for residential purposes except as otherwise provided herein and in such a manner as to not interfere with the reasonable use and enjoyment of a Lot by the other respective Lot Owners or otherwise constitute a nuisance to the other Lot Owners.

4.2. No dwelling shall be erected, altered, placed, or permitted to remain on the Lots other than one (1) single-family residence except as otherwise provided herein. No Lot shall be used for any purpose other than a single-family residence, except as allowed herein or in the Primary Declaration.

4.3. No business or commercial activity is allowed on any Lot, including but not limited to, storage of materials, parking of commercially used vehicles with over two axels or machines or placement of commercial signs. The commercial breeding of animals is prohibited on any Lot. Home office activities are allowable provided (i) all such business is conducted totally within the residence on the Lot; (ii) no more than two employees, not including the residents of the Lot, are based on the Lot; (iii) no commercial signs or advertising are visible; and (iv) the residential nature of the development is not disrupted by this activity or by frequent traffic or parking.

4.4. Commercial farming, ranching, logging manufacturing and/or agriculture, or the like, is not allowed on any Lot.

4.5. No Lot Owner shall carry on any activity of any nature whatsoever on any Lot that is in violation of laws and statutes of the United States of America, the State of Washington, Kittitas County or any other applicable governing body now existing or hereafter created.

4.6. The property shall be kept in a predominantly natural wooded state. Small lawns, flowers and gardens may be planted, provided the landscaped area removed from the natural wooded state shall not exceed 5000 square feet for lots over 1 acre and 3,000 square feet for lots 1 acre or less. Vegetation should be of the natural occurring variety. All landscaping designs should rely on water conservation technologies. There shall be no removal of healthy live deciduous or coniferous trees unless said

removal is part of a landscaping plan or tree-thinning plan submitted to and approved by the Declarant or, after Transition Date, the Board. Removal of trees is allowable for building sites. Prior to removal of any trees, a landscaping plan or tree-thinning plan shall be submitted to the Declarant for design approval. Said plan must show how the natural environment will be maintained. This section specifically recognizes that tree thinning may be needed. Trees shall be thinned in such a manner to enhance the natural environment. The tree-thinning plan shall make allowance for reforestation. As trees are thinned and others removed for building sites, young small trees shall be planted and maintained to continue to enhance the natural environment. The species of the trees shall be consistent with the natural species on the Property. The intent of this section is to maintain the Property as a natural growing forest with different levels of forest canopies with a mix of the natural species. Approval of said plan shall only be granted if said plan is consistent with the intent of this section, i.e. to maintain the area in a forested natural state. This section shall in no way limit a property owner's right to remove a tree, which may be diseased, or constitute a hazard or be a threat to life or property. Submissions of such plans shall be made as described in Section 3.

- 4.7. There shall be no storage of any environmentally dangerous materials on any Lot.
- 4.8. Only those pets listed in Section 1.27 shall be allowed. All pets shall be properly restrained, fenced, maintained and otherwise kept so as to not interfere with any other Lot and/or so as to cause any threat or harm to any person or animal, nor the Lot Owner's use of their property. Activities such as raising pets for 4-H type activities is permitted as well as the breeding and selling of no more than two (2) litters total pets per year. Pets, as listed above, are permitted within the trail easements only when accompanied by their owners or owner's agent(s), and are under leash. Proper animal husbandry practices shall be employed to maintain animals in a healthy environment and condition at all times. There shall be no more than 3 pets, as listed above, maintained outside of the primary residence.
- 4.9. No open fires shall be permitted except (i) when approved by the local fire department, or county, the controlling state agency and the Declarant, and (ii) when contained within a barbecue pit or a rock or concrete lined fire ring not more than 4 feet in diameter.
- 4.10. No inoperable, and/or uninsured, and/or unlicensed motor vehicles, machinery, equipment, camper, boat, boat trailer, recreational vehicle, or similar item shall be stored on any portion of any Lot except within an enclosed garage or outbuilding as allowed under this Declaration.
- 4.11. No motor vehicle, machinery and/or equipment repair work shall be performed for more than a twenty-four (24) hour period unless contained in a fully enclosed garage or outbuilding. Repair work may only be done on a Lot Owners equipment and said



work on any equipment shall not exceed 2 days in any month or be completed inside of a building in such a manner so that the work is shielded from view.

- 4.12. Except on an occasional and temporary basis not to exceed ten (10) days, no more than three vehicles may be parked outside of a garage or building on any Lot. Said vehicles must be in running condition, licensed and insured. It is the intent of these covenants to allow residents and/or Lot Owners to park their personal operating vehicles on their Lot. It is further the intent of these covenants not to allow storage or display of unused or inoperable vehicles, outside of a garage or building on any Lot.
- 4.13. One recreational vehicle or travel trailer per Lot that is licensed and insured and in good running condition may be parked outside of a garage provided said vehicle is parked in an area on either the rear or side of the residence and that said vehicle or trailer is screened from view of the street by an approved fence or vegetation. There shall be no inhabitation of any recreational vehicles, trailers, or other items that are parked on the property before or after construction except on a temporary basis not to exceed 14 days continuously or 30 days in any given year. Prior to construction, a recreational vehicle may be parked on the property for a period not to exceed four (4) weeks per year. With the written approval of the Declarant or, after the transition date, the Board a recreational vehicle or travel trailer may be parked on the Lot during home construction for a period not exceeding six (6) months.
- 4.14. Except on an occasional and temporary basis not to exceed ten (10) days, no more than four boats, snowmobiles, trailers, or other recreational items, or any combination thereof, may be parked outside of a garage or building on any Lot; provided, however, such items must be licensed, insured, and in operating condition and must be parked in an area on either the rear or side of the structure and screened from view of the street by an approved fence or vegetation.
- 4.15. Each Lot shall be maintained in good order, condition and repair and shall be kept in a clean, sanitary condition at all times. The Lot shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, equipment, and building materials (temporary storage during construction phases excluded), and any repairs, painting, landscaping, and/or maintenance shall be prosecuted diligently and continuously from commencement until completion in order to maintain the appearance and condition of the Structures and the Lot. The use of blue tarps is not permitted. Earth toned colored tarps will be permitted. All landscaping shall be maintained as provided in the owners landscaping plan and meet the landscaping maintenance criteria that are established by the Declarant. Said criteria may be modified by the Declarant.
- 4.16. Garbage receptacles and trash cans shall be sanitary and in complete conformity with municipal sanitary rules and regulations. All garbage and trash containers must be stored in such a manner so that they are not visible from another Lot or from any county or private road and protected from animals. No trash, garbage, ashes, yard

rakings, or other organic materials resulting from landscaping activities or other refuse shall be thrown, dumped, piled, stacked, or allowed to accumulate in any way on any Lot, street or driveway; provided, however, each Lot Owner shall be allowed to store organic material in a compost container which shall not be located closer than 50 feet of a Lot line. There shall be no burning of garbage or trash.

- 4.17. Any damage to streets, property improvements, entry structures, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, tenants, agents, visitors, friends, relatives or service personnel shall be repaired by such Lot Owner within ten (10) days from the occurrence of such damage. If the damage is not repaired within the time specified the Declarant may repair said item and charge the Lot Owner for said repair, including any administrative charges.
- 4.18. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, dust, noxious odors, or storage of materials or equipment, which may be visually offensive, shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Lot Owners or tenants. The validity of any claims or complaints under this section shall rest with the Declarant and Lot Owners agree to abide by any decisions of the Declarant and/or Board regarding ceasing activities found to not be in compliance with this section.
- 4.19. Weapons shall be permitted on the Property but may not discharged except for reasons of self-defense. No discharge shall be allowed such that it violates any law, endangers life, limb or property, or interferes with the use and enjoyment of the Property by any Lot Owners. Items considered to be weapons shall include but not be limited to bows and arrows, cross bows, any pistol or rifle, shotgun, slingshot, BB gun, or pellet gun, paint ball gun, including any device that propels any object through the air at dangerous speeds. No hunting, trapping, or killing of wildlife shall be allowed on the Property except when reasonably necessary to avoid eminent threat of harm or death.
- 4.20. No oil, gas or other mineral drilling (not including water), development operations, refining, coring, or other mining operations of any kind shall be permitted upon, in or under any Lot, nor shall wells, tanks, tunnels, or mineral excavations be permitted upon or under any Lot. No structure designed for use in boring for oil or natural gases shall be erected, maintained, or permitted upon any Lot. Propane tanks and heating oil tanks for residential use are allowed.
- 4.21. There shall be no parking of vehicles on or within any road right of way or within any road easement.
- 4.22. Except as provided in this Section, no vehicles having in excess of two axels may be parked or stored on any Lot in excess of eight (8) hours. This is not intended to prevent the storage of a motor home as provided within this document.

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4.23. All vehicles operated within the Property must be licensed, insured and street legal and must be operated by a licensed driver and only operated on the roads within the property. 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.

**5. BUILDING AND CONSTRUCTION REQUIREMENTS:**

- 5.1. No dwelling or other structure shall be maintained, constructed, located, modified or repaired on any Lot in violation of the requirements of any applicable governmental agency.
- 5.2. No structure shall be maintained, constructed, located, modified, or repaired on any Lot without the Lot Owner or the Lot Owner's contractor obtaining a building permit and any other permits required by any and all governmental agencies and written approval from the Declarant.
- 5.3. No Structure shall be constructed, located, modified, or repaired on any Lot without the Lot Owner submitting the plans to Board for review and approval pursuant to Section 3 herein. The Lot Owner shall receive written approval from the Board, to be included in County Building Permit Application, before beginning any construction activity of any kind on any Lot including but not limited to earth grading, tree cutting, landscaping, or construction.
- 5.4. All building designs shall meet the guidelines set forth by the Kittitas County Fire Marshal. All site development, driveways and access routes shall be constructed in such a manner that will allow fire and rescue vehicles access to all Structures on a Lot.
- 5.5. All residences shall be built to the Building Code. which is adopted by the governmental authority having jurisdiction over the construction of structures within the lot.
- 5.6. No pre-manufactured home, mobile home, modular home, trailer home, factory built home, or prefabricated home, shall be allowed to be placed on or erected on any Lot, whether temporary or permanent.
- 5.7. No structures of a temporary character or nature (other than temporary construction-related structures), trailers, shack, garage, barn, mobile homes, or other outbuildings shall be installed, stored, placed or used on any Lot either temporarily or permanently, except as allowed herein or in the Primary Declaration
- 5.8. No part of any building shall be located on any Lot of over two acres in size nearer than 25 feet from the front lot line and 25 feet from side and back lot lines, even in



the event the adjacent Lot is under the same ownership. No part of any building shall be located on any Lot of two acres or less in size nearer than 20 feet from the front lot line and 15 feet from side and back lot lines, even in the event the adjacent Lot is under the same ownership. A variance may be requested and will be granted on a case-by-case basis depending on the Lots characteristics.

- 5.9. Total Lot coverage by the residence and any additional buildings shall not exceed Twenty-Five Percent (25%) of the total Lot area.
- 5.10. All single family residences on Lots over two (2) acres in size must have a minimum footprint of 1800 square feet or minimum living space of 2200 square feet. Lots 2 acres or less in size must have a minimum footprint of 1100 square feet or minimum living space of 1100 square feet (not including garages, porches, decks and/or patios). Residences shall not exceed 35 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less.
- 5.11. A single, separate living space or "guest house" with a foot print not exceeding 1,000 square feet shall be a permitted outbuilding on Lots that are 2 acres or greater in size unless otherwise not allowed by Governmental Authority. The Guest House shall not be constructed prior to the construction of the single-family residence on the Lot.
- 5.12. Garages and outbuildings shall be permitted, provided that:
- 5.12.1. No garage or outbuilding shall be constructed prior to the construction of the single family residence;
- 5.12.2. All garages and other outbuildings shall be consistent with the single-family residence constructed on a Lot as to the exterior finish, style, and color scheme used.
- 5.12.3. Garages and outbuildings shall conform to the exterior color and roofing material requirements of the provisions provided herein.
- 5.12.4. Each such garage and/or outbuilding shall have a footprint of no less than 400 square feet. Each such garage and/or outbuilding shall have a footprint of no more then 2400 square feet on Lots over 2 acres and 1000 square feet on Lots 2 acres and under; provided, however one garden-type shed which is less then 400 square feet may be constructed after approval by the Board. One gazebo that is less then 400 square feet shall be allowed per lot. Garages shall not exceed 30 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less.

- 5.13. Architectural design of all buildings or Structures shall be consistent with conventional wood frame, metal frame, brick, masonry, or log construction and of a style based primarily on one or more rectangular shapes.
- 5.14. Exterior finish shall be rock (either natural or cultured), log, masonry, natural wood and/or natural wood siding. No plywood, T1-11, or the like, nor board and batten siding may be used. Color shall be approved by Board.
- 5.15. Roofs shall be of conventional gable or hip design and have a minimum roof slope of six to twelve and the minimum overhang of eaves from the outside wall surface shall be 18 inches as measured along an extension of the slope of the roof. Porch roofs attached to the main structure may be approved with a flatter pitch not to be less than three to twelve. Tile roofs shall be allowed. Roofing materials must be of architectural grade. Non-Reflective metal roofs may be allowed but only with the approval of the Board. Metal roofs that are reflective shall not be allowed under any circumstances. Metal roofs shall not be allowed on building or Structures located on Lots less than 2 acres in size.
- 5.16. All residences shall be designed and built taking advantage of low water consumption technology and plumbing fixtures in all areas of the home and landscaping. Wasteful use of water is not permitted.
- 5.17. All residences shall have at least one readily accessible frost free outside hose bib that may be used for initial fire protection purposes.
- 5.18. Outdoor mercury vapor, halogen, sodium, or similar yard lights shall be permitted; provided, however, use thereof is limited to between the hours of 6:00 a.m. to 11 p.m. This provision shall allow accent lighting, porch lights, motion sensitive to similar low intensity lighting not to exceed 350 watts in total.
- 5.19. All Structures erected on any Lot shall be completed within twelve (12) months from the commencement of work. The commencement of work occurs when excavation for the foundation for a Structure is begun; provided; however with good cause shown, the Board may extend this term. Any reconstruction or repair work of any Structures shall be prosecuted diligently and continuously from commencement until completion.
- 5.20. All Lots shall be maintained in a neat and orderly condition during Construction.
- 5.21. All driveways shall be hard surfaced. There shall be only one driveway access to any lot.
- 5.22. All utility wires shall be installed and maintained underground.

- 5.23. All yards, driveways and landscaping must be completed within twelve (12) months from the date of completion of the residence; provided, however with good cause shown, the Board may extend this term.
- 5.24. All fences constructed shall, in their design, take into account the terrain where the fence is located and the appearance and effect that it has on the surrounding lots. It is the intent of this section that fences must minimize any disruptive visual impact and be constructed of materials and colors consistent with the housing structures in the development. A fencing plan must be submitted to the Board for design approval. All fences shall be constructed of wood and preserved with a natural stain the color of which shall be approved by the Board. Fences shall not be allowed in trail or road right of ways or easements. Lot owners should note that fences are allowed within utility easements but it is the lot owner's responsibility to insure they do not place a fence on top of or within 10 feet of any existing utility. Please check with the utility companies prior to constructing a fence. Dog kennels shall be allowed and shall not exceed 300 square feet in size or 8 feet in height and may be constructed of wire fencing. Dog kennels shall not be visible from the road nor adjacent structures and shall meet minimum set back for structures and may be fenced with wire as long as they are screened with landscape. Sport courts and swimming pools may be fenced with wire as long as they are screened with landscape so that said sport court fence cannot be seen from the road or adjacent structures
- 5.25. Exterior colors, including roofing materials and trim, shall be earth tones or shades, approved by the Board but shall be as follows: All large areas of color, such as walls and roofs shall be restricted to tones or shades in earth colors with a range of value between value 7 and value 4 on the 1 - 10 value scale. Any difference in color or change in color between walls, roofs and trim of the structure must have a contrasting hue which keeps different color tones and shades at relative equal values (by example, and only by example, if the base color is a brown (a tone or shade of red) at a mid-value 5, then the trim must be another hue of equal value 5).<sup>1</sup>

## 6. 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

<sup>1</sup> The terms hue and value are defined in Munsell, Albert H. Color Notation. The terms tint, shade and tone are defined in Birren, Faber, History of Color in Painting. (1965).



the Amendment. Amendments must be made in a manner as set for the in this document and the Primary Declaration.

7. **AMENDMENT.**

- 7.1. Amendments to the Declaration shall be made in an instrument in writing entitled "Amendment to Declaration" followed by the name of the community being effected by said Amendment which sets forth the entire Amendment. Notice of any proposed Amendment must be given to all Lot Owners.
- 7.2. 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 of 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 extend 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.
- 7.3. Declarant reserves the right to amend this Declaration, without approval by Lot Owners, provided, however Declarant shall provide Lot Owners with a copy of any such Amendment within 10 days of execution thereof. Said Amendment shall not affect existing structures.
- 7.4. The Board 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.
  - 7.4.1. 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.



- 7.4.2. 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.
- 7.5. 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
- 8. GENERAL PROVISIONS.**
- 8.1. 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.
- 8.1.1. 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.
- 8.1.2. 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.
- 8.1.3. 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.



- 8.2. 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.
- 8.3. 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.
- 8.4. 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.

9. **ENFORCEMENT**

- 9.1. 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.
- 9.2. 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.



- 9.3. 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(s), 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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 Lot Owner or the option of foreclosing the lien on the Lot. 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.

**10. FUTHER 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.

**11. 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 25<sup>th</sup> Day of June 2008.

Declarant  
Teaway Ridge, LLC

  
Patrick D. Deneen, Manager

STATE OF WASHINGTON )  
County of Kittitas ) ss.  
)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick Deneen, to me known to be the Manager, respectively of Teaway Ridge, LLC, a Washington Limited Liability Company, the company that 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 25th day of June 2008.



  
Printed Name: CHERY VARNUM  
Notary Public in and for the State of Washington  
My commission expires: 6-9-09



**EXHIBIT A TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EVERGREEN RIDGE**

THAT PROPERTY AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 11 OF PLATS, PAGE 153-154, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 200806180013, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.



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Page: 1 of 22  
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AMDT 40.00

After recording return to:

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

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DOCUMENT TITLE: SECONDARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR EVERGREEN  
RIDGE - *AMENDED*  
DECLARANT: TEANAWAY RIDGE, LLC, a Washington Limited Liability  
Company  
LEGAL DESCRIPTION: See EXHIBIT "A"  
ASSESSOR'S TAX PARCEL NO.: 20-14-12020-0014

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**SECONDARY DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR EVERGREEN RIDGE  
*AMENDED***

This **SECONDARY** Declaration of Covenants, Conditions and Restrictions for the properties described in EXHIBIT "A" (the "Declaration") is given as of the 28th day of September, 2004, by TEANAWAY RIDGE, LLC, a Washington Limited Liability Company (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, 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.

WHEREAS, the Declarant filed and recorded on 28<sup>th</sup> day of September, 2004 a Declaration Of Covenants, Conditions And Restrictions for the properties described in EXHIBIT "A" which is recorded under Kittitas County Auditors file #2004-09-28-0064 and amended November 19, 2004 under Kittitas County Auditor's file #200411190054. This



Secondary declaration is intended to apply to the specific property identified herein which property is also subject to that Primary declaration.

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.

1.01. "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.

1.02. "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.

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

1.04. "Architectural and Landscaping Review Committee" shall mean the subcommittee of the Association established by the Declarant and after the Transition Date, the Board. The Board shall have the responsibility for reviewing and approving improvements to the Lots by Owners to ensure compliance with this Declaration.



1.05. "Articles" means the Articles of Incorporation of the Association. 1.06. "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.

1.07. "Association" shall mean the Mountain Ridge Resort Communities Owners' Association, a Washington Non-Profit Corporation, comprised of the Lot Owners.

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

1.09. "Board of Directors" and "Board" shall mean the individuals selected by the Declarant or elected by the Association to manage and administer the Mountain Ridge Resort Communities Owners' Association in accordance with the Bylaws of the Association 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, which, with this Declaration, provide for the organization of the Association and for the administration of the Association.

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 Mountain Ridge Resort Communities to this Declaration or in any conveyance to the Association, 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 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 party developing the Property and signing this Declaration, or the heirs, successors or assigns thereof.

1.14. "Declaration" means this Declaration of Covenants and Easements for the Property as defined in Section 1.31 of this document 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 sales 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.

1.19. "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.

1.20. "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.

1.21. "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.

1.22. "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.

1.23. "Mountain Ridge Resort Communities" shall refer to the Property, including any Additional Properties added pursuant to Section 2.

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

1.25. "Owner" means the Person or Persons, including Declarant, owning any Lot 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 Lot. If a Lot 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 Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from its obligations incurred prior to termination.

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

1.27. "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.

1.28. "Primary Declaration" means that certain Declaration the Declarant filed and recorded on 28<sup>th</sup> day of September, 2004, a Declaration Of Covenants, Conditions And Restrictions For Mountain Ridge Resort Communities which is recorded under Kittitas County Auditors file #2004-9280063 .

1.29. "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.

1.30. "Property" shall mean the property described herein and shall also ~~specifically include any Additional Properties added pursuant to Primary Covenants Section 2 and/or Section 2 of this document~~ , and including all improvements and structures now or hereafter placed thereon.

1.31. "Secondary Declaration" means this Declaration of Covenants and Easements as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

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

1.34. "Transition Date" shall mean the date upon which the rights of the Declarant are transferred to the Board as provided for in the Primary Declaration.

1.35. "Water Company" shall mean LCU 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 as it may be amended in the future 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. The annexation of such real property shall be accomplished by (i) the annexation of such Additional Property to this Declaration and as it may be amended in the future in accordance with the provisions thereof or (ii) a Supplemental Declaration subjecting the Additional Property to this Declaration and as it may be amended in the future, 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.

2.3. Withdrawal of Property. Privately Owned Amenities 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 if the property to be withdrawn was originally included in error or if the withdrawal is for the purpose of making minor adjustments to boundary lines. 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 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.

2.4. 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 entity qualifying under Section 501(c)(3) of the Internal Revenue Code or similar provisions or other legal entity, 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 desiring to do any of the following: 1) construct, 2) alter, 3) repair, or 4) replace any Structure on the Lots, including, but not limited to, a residence, garage, outbuildings or other building and/or fences, landscaping, and/or to remove any trees on the Lot, or grade or alter the earth on any lot (collectively "the work") shall, prior to construction, submit in writing to the Architectural and Landscaping Review Committee of the Association a request for review and approval, together with a set of plans and 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 Board so designates be in form approved by the Board, and delivered to the Board 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 construction, 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 Board. The Board may require the submission of such additional information as may be reasonably necessary to consider any Application.

3.2. Declarant shall have a reasonable time to review the Application and any additional information as may be requested relative thereto which time is at least ninety- (90) days. 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 and approval of the Application shall not be unreasonably withheld. In the event the Board has not requested additional information or given approval or disapproval of the Application within 90 days from the date the Application, or additional information if applicable was delivered to it, the Application shall be deemed approved; provided, however, failure by Board to act on the Application for approval within the specified time period shall not relieve the Lot Owner from the requirements set forth under this document including the construction, appearance and type of structures permitted on the Lot. In the event an Application is denied approval, the Declarant shall provide, in writing, reasons for said denial.

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

3.4. The Board 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. PROPERTY RESTRICTIONS.

4.01 Each Lot Owner shall use their respective Lot exclusively for residential purposes except as otherwise provided herein and in such a manner as to not interfere with the reasonable use and enjoyment of a Lot by the other respective Lot Owners or otherwise constitute a nuisance to the other Lot Owners.

4.02 No dwelling shall be erected, altered, placed, or permitted to remain on the Lots other than one (1) single-family residence except as otherwise provided herein. No



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Page: 8 of 22  
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Lot shall be used for any purpose other than a single-family residence, except as allowed herein or in the Primary Declaration.

4.03 No business or commercial activity is allowed on any Lot, including but not limited to, storage of materials, parking of commercially used vehicles with over two axels or machines or placement of commercial signs. The commercial breeding of animals is prohibited on any Lot. Home office activities are allowable provided (i) all such business is conducted totally within the residence on the Lot; (ii) no more than two employees, not including the residents of the Lot, are based on the Lot; (iii) no commercial signs or advertising are visible; and (iv) the residential nature of the development is not disrupted by this activity or by frequent traffic or parking.

4.04 Commercial farming, ranching, logging manufacturing and/or agriculture, or the like, is not allowed on any Lot.

4.05 No Lot Owner shall carry on any activity of any nature whatsoever on any Lot that is in violation of laws and statutes of the United States of America, the State of Washington, Kittitas County or any other applicable governing body now existing or hereafter created.

4.06 The property shall be kept in a predominantly natural wooded state. Small lawns, flowers and gardens may be planted, provided the landscaped area removed ~~from the natural wooded state shall not exceed 5000 square feet for lots over 1 acre and 3,000~~ square feet for lots 1 acre or less. Vegetation should be of the natural occurring variety. All landscaping designs should rely on water conservation technologies. There shall be no removal of healthy live deciduous or coniferous trees unless said removal is part of a landscaping plan or tree thinning plan submitted to and approved by the Declarant or, after Transition Date, the Board. Removal of trees is allowable for building sites. Prior to removal of any trees, a landscaping plan or tree thinning plan shall be submitted to the Declarant for design approval. Said plan must show how the natural environment will be maintained. This section specifically recognizes that tree thinning may be needed. Trees shall be thinned in such a manner to enhance the natural environment. The tree thinning plan shall make allowance for reforestation. As trees are thinned and others removed for building sites, young small trees shall be planted and maintained to continue to enhance the natural environment. The species of the trees shall be consistent with the natural species on the Property. The intent of this section is to maintain the Property as a natural growing forest with different levels of forest canopies with a mix of the natural species. Approval of said plan shall only be granted if said plan is consistent with the intent of this section, i.e. to maintain the area in a forested natural state. This section shall in no way limit a property owner's right to remove a tree which may be diseased, or constitute a hazard or be a threat to life or property. Submissions of such plans shall be made as described in Section 3.



4.07 There shall be no storage of any environmentally dangerous materials on any Lot.

4.08 Only those pets listed in Section 1.27 shall be allowed. All pets shall be properly restrained, fenced, maintained and otherwise kept so as to not interfere with any other Lot and/or so as to cause any threat or harm to any person or animal, nor the Lot Owner's use of their property. Activities such as raising pets for 4-H type activities is permitted as well as the breeding and selling of no more than two (2) litters total pets per year. Pets, as listed above, are permitted within the trail easements only when accompanied by their owners or owner's agent(s), and are under leash. Proper animal husbandry practices shall be employed to maintain animals in a healthy environment and condition at all times. There shall be no more than 3 pets, as listed above, maintained outside of the primary residence.

4.09 No open fires shall be permitted except (i) when approved by the local fire department, or county, the controlling state agency and the Declarant, and (ii) when contained within a barbecue pit or a rock or concrete lined fire ring not more than 4 feet in diameter.

4.10 No inoperable, and/or uninsured, and/or unlicensed motor vehicles, machinery, equipment, camper, boat, boat trailer, recreational vehicle, or similar item shall be stored on any portion of any Lot except within an enclosed garage or outbuilding as allowed under this Declaration.

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4.11 No motor vehicle, machinery and/or equipment repair work shall be performed for more than a twenty-four (24) hour period unless contained in a fully enclosed garage or outbuilding. Repair work may only be done on a Lot Owners equipment and said work on any equipment shall not exceed 2 days in any month or be completed inside of a building in such a manner so that the work is shielded from view.

4.12 Except on an occasional and temporary basis not to exceed ten (10) days, no more than three vehicles may be parked outside of a garage or building on any Lot. Said vehicles must be in running condition, licensed and insured. It is the intent of these covenants to allow residents and/or Lot Owners to park their personal operating vehicles on their Lot. It is further the intent of these covenants not to allow storage or display of unused or inoperable vehicles, outside of a garage or building on any Lot.

4.13 One recreational vehicle or travel trailer per Lot that is licensed and insured and in good running condition may be parked outside of a garage provided said vehicle is parked in an area on either the rear or side of the residence and that said vehicle or trailer is screened from view of the street by an approved fence or vegetation. There shall be no inhabitation of any recreational vehicles, trailers, or other items that are parked on the property before or after construction except on a temporary basis not to exceed 14 days continuously or 30 days in any given year. Prior to construction, a recreational vehicle may be parked on the property for a period not to exceed four(4)weeks per year. With the written



approval of the Declarant or, after the transition date, the Board a recreational vehicle or travel trailer may be parked on the Lot during home construction for a period not exceeding six (6) months.

4.14 Except on an occasional and temporary basis not to exceed ten (10) days, no more than four boats, snowmobiles, trailers, or other recreational items, or any combination thereof, may be parked outside of a garage or building on any Lot; provided, however, such items must be licensed, insured, and in operating condition and must be parked in an area on either the rear or side of the structure and screened from view of the street by an approved fence or vegetation.

4.15 Each Lot shall be maintained in good order, condition and repair and shall be kept in a clean, sanitary condition at all times. The Lot shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, equipment, and building materials (temporary storage during construction phases excluded), and any repairs, painting, landscaping, and/or maintenance shall be prosecuted diligently and continuously from commencement until completion in order to maintain the appearance and condition of the Structures and the Lot. The use of blue tarps is not permitted. Earth toned colored tarps will be permitted. All landscaping shall be maintained as provided in the owners landscaping plan and meet the landscaping maintenance criteria that is established by the Declarant. Said criteria may be modified by the Declarant.

4.16 Garbage receptacles and trash cans shall be sanitary and in complete conformity with municipal sanitary rules and regulations. All garbage and trash containers must be stored in such a manner so that they are not visible from another Lot or from any county or private road and protected from animals. No trash, garbage, ashes, yard rakings, or other organic materials resulting from landscaping activities or other refuse shall be thrown, dumped, piled, stacked, or allowed to accumulate in any way on any Lot, street or driveway; provided, however, each Lot Owner shall be allowed to store organic material in a compost container which shall not be located closer than 50 feet of a Lot line. There shall be no burning of garbage or trash.

4.17 Any damage to streets, property improvements, entry structures, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, tenants, agents, visitors, friends, relatives or service personnel shall be repaired by such Lot Owner within ten (10) days from the occurrence of such damage. If the damage is not repaired within the time specified the Declarant may repair said item and charge the Lot Owner for said repair, including any administrative charges.

4.18 No noxious or offensive activity, including but not limited to the creation of excess levels of noise, dust, noxious odors, or storage of materials or equipment which may be visually offensive, shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Lot Owners or tenants. The validity of any claims or complaints under this section shall rest with the Declarant and

Lot Owners agree to abide by any decisions of the Declarant and/or Board regarding ceasing activities found to not be in compliance with this section.

4.19 Weapons shall be permitted on the Property but may not discharged except for reasons of self-defense. No discharge shall be allowed such that it violates any law, endangers life, limb or property, or interferes with the use and enjoyment of the Property by any Lot Owners. Items considered to be weapons shall include but not be limited to bows and arrows, cross bows, any pistol or rifle, shotgun, slingshot, BB gun, or pellet gun, paint ball gun, including any device that propels any object through the air at dangerous speeds. No hunting, trapping, or killing of wildlife shall be allowed on the Property except when reasonably necessary to avoid eminent threat of harm or death.

4.20 No oil, gas or other mineral drilling (not including water), development operations, refining, coring, or other mining operations of any kind shall be permitted upon, in or under any Lot, nor shall wells, tanks, tunnels, or mineral excavations be permitted upon or under any Lot. No structure designed for use in boring for oil or natural gases shall be erected, maintained, or permitted upon any Lot. Propane tanks and heating oil tanks for residential use are allowed.

4.21 There shall be no parking of vehicles on or within any road right of way or within any road easement.

4.22 Except as provided in this Section, no vehicles having in excess of two axels may be parked or stored on any Lot in excess of eight (8) hours. This is not intended to prevent the storage of a motor home as provided within this document.

4.23 All vehicles operated within the Property must be licensed, insured and street legal and must be operated by a licensed driver and only operated on the roads within the property. 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.

## 5. BUILDING AND CONSTRUCTION REQUIREMENTS:

5.01. No dwelling or other structure shall be maintained, constructed, located, modified or repaired on any Lot in violation of the requirements of any applicable governmental agency.

5.02 No structure shall be maintained, constructed, located, modified, or repaired on any Lot without the Lot Owner or the Lot Owner's contractor obtaining a building permit and any other permits required by any and all governmental agencies and written approval from the Declarant.

5.03. No Structure shall be constructed, located, modified, or repaired on any Lot without the Lot Owner submitting the plans to Board for review and approval pursuant to



Section 3 herein. The Lot Owner shall receive written approval from the Board, to be included in County Building Permit Application, before beginning any construction activity of any kind on any Lot including but not limited to earth grading, tree cutting, landscaping, or construction.

5.04 All building designs shall meet the guidelines set forth by the Kittitas County Fire Marshal. All site development, driveways and access routes shall be constructed in such a manner that will allow fire and rescue vehicles access to all Structures on a Lot.

5.05 All residences shall be built to the Building Code, which is adopted by the governmental authority having jurisdiction over the construction of structures within the lot.

5.06 No pre-manufactured home, mobile home, modular home, trailer home, factory built home, or prefabricated home, shall be allowed to be placed on or erected on any Lot, whether temporary or permanent.

5.07 No structures of a temporary character or nature (other than temporary construction-related structures), trailers, shack, garage, barn, mobile homes, or other outbuildings shall be installed, stored, placed or used on any Lot either temporarily or permanently, except as allowed herein or in the Primary Declaration

5.08 No part of any building shall be located on any Lot of over two acres in size nearer than 25 feet from the front lot line and 25 feet from side and back lot lines, even in the event the adjacent Lot is under the same ownership. No part of any building shall be located on any Lot of two acres or less in size nearer than 20 feet from the front lot line and 15 feet from side and back lot lines, even in the event the adjacent Lot is under the same ownership. A variance may be requested and will be granted on a case by case basis depending on the Lots characteristics.

5.09 Total Lot coverage by the residence and any additional buildings shall not exceed Twenty-Five Percent (25%) of the total Lot area.

5.10 All single family residences on Lots over two (2) acres in size must have a minimum footprint of 1800 square feet or minimum living space of 2200 square feet. Lots 2 acres or less in size must have a minimum footprint of 1100 square feet or minimum living space of 1100 square feet (not including garages, porches, decks and/or patios). Residences shall not exceed 30 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less.

5.11 A single, separate living space or "guest house" with a foot print not exceeding 1,000 square feet shall be a permitted outbuilding on Lots that are 2 acres or greater



in size unless otherwise not allowed by Governmental Authority. The Guest House shall not be constructed prior to the construction of the single family residence on the Lot.

5.12 Garages and outbuildings shall be permitted, provided that:

5.12.1 No garage or outbuilding shall be constructed prior to the construction of the single family residence;

5.12.3 All garages and other outbuildings shall be consistent with the single family residence constructed on a Lot as to the exterior finish, style, and color scheme used.

5.12.4 Garages and outbuildings shall conform with the exterior color and roofing material requirements of the provisions provided herein.

5.12.5 Each such garage and/or outbuilding shall have a footprint of no less than 400 square feet. Each such garage and/or outbuilding shall have a footprint of no more than 2400 square feet on Lots over 2 acres and 1000 square feet on Lots 2 acres and under; provided, however one garden-type shed which is less than 400 square feet may be constructed after approval by the Board. One gazebo that is less than 400 square feet shall be allowed per lot. Garages shall not exceed 30 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less

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5.12 Architectural design of all buildings or Structures shall be consistent with conventional wood frame, metal frame, brick, masonry, or log construction and of a style based primarily on one or more rectangular shapes.

5.13 Exterior finish shall be rock (either natural or cultured), log, masonry, natural wood and/or natural wood siding. No plywood, T1-11, or the like, nor board and batten siding may be used. Color shall be approved by Board.

5.14 Roofs shall be of conventional gable or hip design and have a minimum roof slope of six to twelve and the minimum overhang of eaves from the outside wall surface shall be 18 inches as measured along an extension of the slope of the roof. Porch roofs attached to the main structure may be approved with a flatter pitch not to be less than three to twelve. Tile roofs shall be allowed. Roofing materials must be of architectural grade. Non Reflective metal roofs may be allowed but only with the approval of the Board. Metal roofs that are reflective shall not be allowed under any circumstances. Metal roofs shall not be allowed on building or Structures located on Lots less than 2 acres in size.

5.15 All residences shall be designed and built taking advantage of low water consumption technology and plumbing fixtures in all areas of the home and landscaping. Wasteful use of water is not permitted.

5.16 All residences shall have at least one readily accessible frost free outside hose bib that may be used for initial fire protection purposes.

5.17 Outdoor mercury vapor, halogen, sodium, or similar yard lights shall be permitted; provided, however, use thereof is limited to between the hours of 6:00 a.m. to 11 p.m. This provision shall allow accent lighting, porch lights, motion sensitive to similar low intensity lighting not to exceed 350 watts in total.

5.18 All Structures erected on any Lot shall be completed within twelve (12) months from the commencement of work. The commencement of work occurs when excavation for the foundation for a Structure is begun; provided, however with good cause shown, the Board may extend this term. Any reconstruction or repair work of any Structures shall be prosecuted diligently and continuously from commencement until completion.

5.19 All Lots shall be maintained in a neat and orderly condition during Construction.

5.20 All driveways shall be hard surfaced. There shall be only one driveway access to any lot.

5.21 All utility wires shall be installed and maintained underground.

5.22 All yards, driveways and landscaping must be completed within twelve ~~(12) months from the date of completion of the residence; provided, however with good cause shown, the Board may extend this term.~~

5.23 All fences constructed shall, in their design, take into account the terrain where the fence is located and the appearance and effect that it has on the surrounding lots. It is the intent of this section that fences must minimize any disruptive visual impact and be constructed of materials and colors consistent with the housing structures in the development. A fencing plan must be submitted to the Board for design approval. All fences shall be constructed of wood and preserved with a natural stain the color of which shall be approved by the Board. Fences shall not be allowed in trail or road right of ways or easements. Lot owners should note that fences are allowed within utility easements but it is the lot owner's responsibility to insure they do not place a fence on top of or within 10 feet of any existing utility. Please check with the utility companies prior to constructing a fence. Dog kennels shall be allowed and shall not exceed 300 square feet in size nor 8 feet in height and may be constructed of wire fencing. Dog kennels shall not be visible from the road nor adjacent structures and shall meet minimum set back for structures and may be fenced with wire as long as they are screened with landscape. Sport courts and swimming pools may be fenced with wire as long as they are screened with landscape so that said sport court fence can not be seen from the road or adjacent structures



5.24 Exterior colors, including roofing materials and trim, shall be earth tones or shades, approved by the Board but shall be as follows: All large areas of color, such as walls and roofs shall be restricted to tones or shades in earth colors with a range of value between value 7 and value 4 on the 1 - 10 value scale. Any difference in color or change in color between walls, roofs and trim of the structure must have a contrasting hue which keeps different color tones and shades at relative equal values (by example, and only by example, if the base color is a brown (a tone or shade of red) at a mid-value 5, then the trim must be another hue of equal value 5).<sup>1</sup>

**6. 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 for the in this document and the Primary Declaration.

**7. AMENDMENT.**

7.1 Amendments to the Declaration shall be made in an instrument in writing entitled "Amendment to Declaration" followed by the name of the community being effected by said Amendment which sets forth the entire Amendment. Notice of any proposed Amendment must be given to all Lot Owners.

7.2 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 of 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.

<sup>1</sup> The terms hue and value are defined in Munsell, Albert H. Color Notation. The terms tint, shade and tone are defined in Birren, Faber. History of Color in Painting. (1965).



7.3 Declarant reserves the right to amend this Declaration, without approval by Lot Owners, provided, however Declarant shall provide Lot Owners with a copy of any such Amendment within 10 days of execution thereof. Said Amendment shall not affect existing structures.

7.4 The Board 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.

7.4.1 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.

7.4.2 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.

7.5 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

**8. GENERAL PROVISIONS.**

8.1 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.

8.1.1 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.

8.1.2 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.

8.1.3 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.

8.2 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.

8.3 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.~~

8.4 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.

## 9. ENFORCEMENT

9.1 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.

9.2 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.

9.3 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(s), 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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 Lot Owner or the option of foreclosing the lien on the Lot. 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.

**10. FUTURE 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.

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

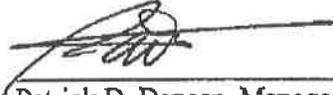


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Page: 20 of 22  
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Kittitas Co Auditor PORT QUENDALL

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set their hand and seal as of the 29<sup>th</sup> day of December, 2004.

Declarant  
Teaway Ridge, LLC

  
Patrick D. Deneen, Manager

STATE OF WASHINGTON )  
 ) ss.  
County of Kittitas )

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick Deneen, to me known to be the Manager, respectively of Teaway Ridge, LLC, a Washington Limited Liability Company, the company that 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 29<sup>th</sup> day of December, 2004.



  
Printed Name: Schirree Sullivan  
Notary Public in and for the State of Washington  
My commission expires: 9-9-05



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Page: 21 of 22

12/30/2004 04:10P

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Kittitas Co Auditor PORT QUENDALL

**EXHIBIT A TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EVERGREEN RIDGE**

THAT PORTION OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 19 OF SURVEYS, PAGE 198, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 566465, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, AND OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 25 OF SURVEYS, PAGE 193, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 200012290029, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, WHICH IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 89°11'40" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12, 1322.41 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 00°30'01" WEST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12, 262.72 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°29'59" EAST, 267.63 FEET; THENCE SOUTH 43°20'54" EAST, 359.02 FEET; THENCE SOUTH 50°42'52" EAST, 148.89 FEET; THENCE SOUTH 58°00'19" EAST, 326.84 FEET; THENCE NORTH 34°16'17" EAST, 95.05 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 60°36'59" WEST, 248.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°06'49" AN ARC LENGTH OF 221.24 FEET; THENCE SOUTH 68°16'12" EAST, 60.00 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 68°16'12" WEST, 308.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°32'29" AN ARC LENGTH OF 67.42 FEET; THENCE SOUTH 34°16'17" WEST, 175.50 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1230.00 FEET THROUGH A CENTRAL ANGLE OF 18°46'45" AN ARC LENGTH OF 403.14 FEET; THENCE SOUTH 53°03'02" WEST, 407.70 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID



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Page: 22 of 22  
12/30/2004 04:10P  
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Kittitas Co Auditor PORT QUENDALL

CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET THROUGH A CENTRAL ANGLE OF 17°00'15" AN ARC LENGTH OF 71.23 FEET; THENCE SOUTH 36°02'48" WEST, 215.62 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'50" AN ARC LENGTH OF 47.12 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF SR 903; THENCE NORTH 53°57'02" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY MARGIN, 120.00 FEET TO A POINT ON A CURVE WHOSE RADIUS POINT BEARS NORTH 36°02'58" EAST, 30.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'10" AN ARC LENGTH OF 47.13 FEET; THENCE NORTH 36°02'48" EAST, 215.62 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 17°00'15" AN ARC LENGTH OF 89.03 FEET; THENCE NORTH 53°03'02" EAST, 77.29 FEET; THENCE NORTH 36°56'58" WEST, 346.52 FEET; THENCE SOUTH 66°58'24" WEST, 125.95 FEET; THENCE NORTH 89°07'41" WEST, 7.87 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 00°30'01" EAST, 1105.73 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

After recording return to:

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



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**DOCUMENT TITLE:** PRIMARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR EVERGREEN  
RIDGE - *AMENDED*

**DECLARANT:** TEANAWAY RIDGE, LLC, a Washington Limited Liability  
Company

**LEGAL DESCRIPTION:** See EXHIBIT "A".

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**ASSESSOR'S TAX PARCEL NO.:** 20-14-12020-0014

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**PRIMARY DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR EVERGREEN RIDGE  
*AMENDED***

This Primary Declaration of Covenants, Conditions and Restrictions for the property described in EXHIBIT "A" (the "Declaration") is given as of the 28th day of September, 2004, and amended December 20, 2004 by TEANAWAY RIDGE, LLC, a Washington Limited Liability Company (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, 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.

**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.

1.01 "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.

1.02 "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.

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

1.04 "Architectural and Landscaping Review Committee" shall mean the subcommittee of the Association established by the Declarant and after the Transition Date, the Board. The Board shall have the responsibility for reviewing and approving improvements to the Lots by Owners to ensure compliance with this Declaration.

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

1.06 "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.

1.07 "Association" shall mean the Mountain Ridge Resort Communities Owners' Association, a Washington Non-Profit Corporation, comprised of the Lot Owners.

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

1.09 "Board of Directors" and "Board" shall mean the individuals selected by the Declarant or elected by the Association to manage and administer the Mountain Ridge Resort Communities Owners' Association in accordance with the Bylaws of the Association 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, which, with this Declaration, provide for the organization of the Association and for the administration of the Association.

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 Mountain Ridge Resort Communities to this Declaration or in any conveyance to the Association, 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 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 party developing the Property and signing this Declaration, or 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 sales 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 "Mountain Ridge Resort Communities" shall refer 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 LCU 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. 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.

2.3 Withdrawal of Property. Privately Owned Amenities 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 if the property to be withdrawn was originally included in error or if the withdrawal is for the purpose of making minor adjustments to boundary lines. 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 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.



2.4 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 desiring to do any of the following: 1) construct, 2) alter, 3) repair, or 4) replace any Structure on the Lots, including, but not limited to, a residence, garage, outbuildings or other building and/or fences, landscaping, and/or to remove any trees on the Lot, or grade or alter the earth on any lot (collectively "the work") shall, prior to construction, submit in writing to the Architectural and Landscaping Review Committee of the Association a request for review and approval, together with a set of plans and 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 Board so designates be in the form approved by the Board, and delivered to the Board 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 construction, 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 Board. The Board may require the submission of such additional information as may be reasonably necessary to consider any Application.

3.2. Declarant shall have a reasonable time to review the Application and any additional information as may be requested relative thereto which time is at least ninety- (90) days. 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 and approval of the Application shall not be unreasonably withheld. In the event the Board has not requested additional information or given approval or disapproval of



the Application within 90 days from the date the Application, or additional information if applicable was delivered to it, the Application shall be deemed approved; provided, however, failure by Board to act on the Application for approval within the specified time period shall not relieve the Lot Owner from the requirements set forth under this document including the construction, appearance and type of structures permitted on the Lot. In the event an Application is denied approval, the Declarant shall provide, in writing, reasons for said denial.

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

3.4. The Board 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, telephone, cable and electricity is available to each Lot at or near the Lot boundary.

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

4.3 Antennas and Satellite Dishes shall not be visible from any street or road and shall be attached to a residence or outbuilding and not extend beyond the top of the residence or outbuilding.

5. WATER.

5.1 The Property may be served by a private water company, LCU, 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. For rate and usage rules contact the Water Company at P.O. Box 254, Cle Elum, WA 98922.

5.2 If a Lot is within the LCU Inc. water service area, as now existing or hereafter amended, the Lot Owner must connect to the LCU Inc. water system and receive all of its water from LCU Inc. Lot Owners shall abide by the LCU Inc. water system plan as approved by the Washington State Department of Health and any rules adopted by LCU Inc. to implement the plan. Lot Owners, if water is provided by LCU, Inc., shall submit a request for a water hookup to LCU Inc. Water meters shall be leased to Lot Owner by LCU Inc. under such terms and conditions as are set by LCU Inc. 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 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.

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 If the property is served by the Water Company, 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.~~

5.8 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 six (6) months after the Lot is purchased from the Declarant with the closing date of the transaction starting the six 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 may be served by either private septic systems or a private utility company (hereinafter the "Utility Company"). Each Lot may be sold with either an approved septic system or a collection pipe and valve which leads to a community drain field or sewer system. If a Lot is served by a septic system or community drain field and at some time in the future the Utility Company or other entity approved by the Utility Company provides a sewer or community drain field connection to the Lot line, at the option



of the Utility Company, said Lot shall connect to said connection and pay any and all connection fees and monthly fees that may apply.

6.2 Lots that are provided a connection to a community drain field or sewer 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 Utility Company. 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's septic components, including but not limited to bio-filter, effluent pump, check valve, septic tank, and pump chamber as required by the Utility Company. It shall be the Lot Owner's responsibility to, in a timely manner, repair or replace any non-functioning component, including but not limited to bio-filter, effluent pump, tank or tanks, or check valve with replacement parts approved by the Utility Company. Failure of the Lot Owner to maintain the system as required; or repair or replace any non-functioning portion of the system in a timely manner as required shall be just cause for the Utility 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 six (6) months after the Lot is purchased from the Declarant with the closing date of the transaction starting the six month period, which ever occurs first. Non-occupied Lots owned by the Declarant are specifically exempt from this section.

6.3 The Utility Company shall provide for disposal of the effluent generated by the septic tank and pump chamber 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 Utility 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 Utility Company and receive a septic or sewer hookup approval from the Utility Company to connect to the community drainfield or sewer system, for said Lot. No portion of a lot's sewer or septic system may be placed in service and septic tanks and pump chambers must remain dry and unused until septic hookup to the community septic system is inspected and approved by the Utility Company and completed. If any portion of the system is placed in service before inspection and approval, in violation of this section, the Utility 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 Utility Company.

6.6 The Utility 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 In the event that a regional sewer system is approved, designed, funded, and built, which serves the Property it shall be required that the individual Lots in any portion of the Mountain Ridge Resort Communities will connect to said regional sewer system in a timely manner as determined by and coordinated through the Utility Company. Any and all charges or fees imposed by said regional sewer system for said connection shall be borne by the individual Lot Owners.

7. EASEMENTS.

7.1 Access Easements. Declarant hereby grants, declares, reserves all rights to, and establishes the following access easements:

7.1.1 As used herein, the word "access" shall mean ingress and egress by vehicle and/or pedestrian 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 indicated Lots. 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.

7.2 Declarant does hereby establish, create and reserve for the benefit of itself and all Lot Owners, and their respective heirs and assigns, the easements shown on the face of the various community plats, and/or Surveys and attached to this document as the Exhibit "B-1". Exhibit "B-2" may be amended at any time by the Declarant. Notwithstanding the foregoing there shall be a 15 foot easement created and established on each side of all lot lines. This easement shall be expanded to a 20 foot easement that is established on the outside of lots boarding the perimeter of the community which may be used for walking and biking trails as well as utility corridors and fire breaks. 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.

7.3 Utility Easements. Easements shown on the face of the Community Plat and/or surveys for utility service are hereby established, created and reserved for the benefit of the 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 Date.



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. 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 There shall be no signs on the lot or easement, including but not limited to, signs advertising portion of the property for sale, no trespassing signs, political signs, or commercial signs for the purpose of advertising a business. A name sign may be displayed not to exceed five (5) square feet.

7.8 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 roads, trail easements, drainages and rights of way. The access easements within the Property which provide access from the County and/or State Roads or Highways to the Lots are private roads and shall be maintained by the Association, with the cost of all approved road improvements and/or maintenance and snow removal shared equally by the Lot Owners served by such roads, based upon the number of Lots within the Mountain Ridge Resort Communities 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.

8.1 Annual Maintenance, not including snow plowing. The Declarant shall, on or before the 15<sup>th</sup> day of May of each year, present via U.S. mail, to the property owners a report (the "Road Report") that provides information on the condition of the roads and includes recommendations for their improvements and/or maintenance in the form of a motion(s) accompanied with a minimum of two bids for each motion. If the Declarant finds that no annual maintenance of the roads is required the Declarant shall not provide a report.

8.1.1 Any Lot Owner, after the Transition Date, may provide a supplemental report for road improvements and/or maintenance to the Board by the 1<sup>st</sup> day of June of the same year. Said supplemental report must include recommendations in the form



of motions and include two bids for said improvements and/or maintenance. The Board shall incorporate these supplemental motions into a revised Road Report which shall be mailed to the Lot Owners, together with a "Road Maintenance Ballot" on or before the 15<sup>th</sup> day of June of the same year.

8.1.2 Each Lot Owner shall vote on the proposed motions and return their completed Road Maintenance Ballot to the Declarant on or before the 1<sup>st</sup> day of July of the same year.

8.1.3 In the event a Lot Owner does not return its completed Road Maintenance Ballot to the Declarant on or before the 1<sup>st</sup> day of July the same year, Declarant shall be deemed to have the right to cast the unreturned vote(s) as it deems appropriate, in its sole discretion; provided, however, all such unreturned votes shall be cast the same.

8.1.4 It shall require approval by the majority of affected Lot Owners to pass any motion.

8.1.5 Lot Owner qualifications for voting on these issues are as described in Section 1.19 of this document.

8.2 Snow Removal. The Declarant 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 responsibly 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. MOUNTAIN RIDGE ACTIVITY CENTER AND COMMON AREAS.

Declarant intends to, but is not obligated 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 Lot



Owners. The Activity Center, common areas and trails (collectively, the "Common Elements") shall be owned and managed by Mountain Ridge Activity Center, Inc., a Washington corporation to be formed; provided, however, in the event the Mountain Ridge Activity Center, Inc. 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.

9.1 Each Lot shall have use of the Common Areas as set forth in the OPERATING RULES AND REGULATIONS OF THE MOUNTAIN RIDGE ACTIVITY CENTER as may be adopted and amended by the Board of Directors of the Mountain Ridge Activity Center, Inc., and/or the association in the event it owns and/or manages all or a portion of the common elements and shall be liable for an equal pro-rata share in and to the annual costs and expenses relative thereto. Such rights and the obligation for dues will commence upon the opening of the Mountain Ridge Activity Center or any trails of common 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 Mountain Ridge Activity Center, Inc. shall estimate the net charges to be paid during each year and shall include a reasonable reserve fund for maintenance, repairs and replacement of the Common Areas and for acquisition and operating reserves (the "Activity Center Budget"). The Activity Center Budget shall be presented to the Association on or before the 1<sup>st</sup> day of March of each year, and the "Activity Center Assessment" shall be payable equally by all Lot Owners on an annual basis. If said estimated sum proves inadequate for any reason, Mountain Ridge Activity Center, Inc. may at any time levy a further assessment.

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 Mountain Ridge Resort. 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 shall establish.

**10. DESIGNATION OF COMMUNITY IMPROVEMENTS.**

10.1 Initial Community Improvements. The initial Community Improvements are more particularly described on the attached Exhibit "B".

10.2 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.

10.3 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.

10.4 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 and easement in and to the Community Improvements for the uses for which they are established, which easement 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 regulation 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 Mountain Ridge Resort 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 Mountain Ridge Resort or identifying trails 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 and other motorized off-road vehicles may not be operated within the Community Improvements. Snowmobiles will be allowed to operate within the Property within the guidelines laid out in the Snowmobile Operation Policies and Procedures. Note: Lot Owners may lose their rights to operate Snowmobiles within the Property if they do not strictly follow all of the Snowmobile Operations Policies and Procedures. Snowmobiles will be required to clearly show an identification number at all times they are operated within the resort. Identification numbers will be issued by the Association after the appropriate application is submitted and processing fee is paid to the Association. All vehicles operated within the Property must be licensed, insured and street legal and must be operated by a licensed driver and only operated on the roads within the property. 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.



11.4 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.

11.4.1 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 Mountain Ridge Resort Communities, including any Additional Properties that may be added as provided herein.

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

12. 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 Mountain Ridge Resort Communities 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.

12.1 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.

12.2 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.

13. SECONDARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. Individual areas and plat 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.



14. MOUNTAIN RIDGE RESORT COMMUNITIES OWNERS' ASSOCIATION.

14.1 Organization. An owners' association shall be organized no later than the date the fifty first Lot in the Property is conveyed by Declarant to a third party. 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 and must be a member in the Mountain Ridge Resort Community Owner's Association. Attached as Exhibit "C" is the initial Bylaws of the association which Bylaws shall automatically become effective upon the filing with the Washington State Secretary of State's Office of the Articles of Incorporation. Prior to the establishment of the Association all dues and fees shall be paid to the Declarant. Prior to the Transition Date the Association shall act as an advisory board to the Declarant.

14.2 Board of Directors.

14.2.1 During the Development Period, the Declarant shall be the sole member of the Board of the Mountain Ridge Resort Communities Owners' Association.

14.2.1.1 An interim Board composed of at least three (3) members will be appointed by the Declarant as of the Transition Date and 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.

14.2.1.2 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.

14.2.1.3 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.

14.2.2 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.



14.3 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.

14.3.1 Lots owned by multiple individuals must declare 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.

14.3.2 Votes allocated to a Lot may be cast pursuant to a 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.

14.3.3 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.

14.3.4 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.

14.4 Association Responsibilities.

14.4.1 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.

14.4.2 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.

14.4.3 The Association shall maintain the Entry Statements, Community Areas, and Trails.



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

14.4.5 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.

14.4.6 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.

14.4.7 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.

14.4.8 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.

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

14.5.01 Adopt and amend Bylaws, rules and regulations;

14.5.02 Enforce the provisions hereof;

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

14.5.04 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;

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

14.5.06 Make contracts and incur liabilities;

14.5.07 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;

14.5.08 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 herein.

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

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

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

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

14.5.13 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;

14.5.14 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;

14.5.15 Impose and collect fines for violation of rules, 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 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;

14.5.16 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.

#### 14.6 Liens and Collection of Assessments.

14.6.01 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.

14.6.02 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.~~

14.6.03 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.

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

14.6.05 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.

14.6.06 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.

14.6.07 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.

14.6.08 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.

14.6.09 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.

14.6.10 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.

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

14.7 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.

14.8 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





amendment will become effective when recorded in the Auditor's Records of Kittitas County, Washington.

16.4.1 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.

16.4.2 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.

16.5 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

17. GENERAL PROVISIONS.

17.1 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.

17.1.1 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.

17.1.2 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.



17.1.3 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.

17.2 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.

17.3 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.

17.4 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.

## 18. ENFORCEMENT

18.1 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.

18.2 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.

18.3. 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

**19. 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.

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





**EXHIBIT A TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EVERGREEN RIDGE**

THAT PORTION OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 19 OF SURVEYS, PAGE 198, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 566465, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, AND OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 25 OF SURVEYS, PAGE 193, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 200012290029, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, WHICH IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 89°11'40" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12, 1322.41 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 00°30'01" WEST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12, 262.72 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°29'59" EAST, 267.63 FEET; THENCE SOUTH 43°20'54" EAST, 359.02 FEET; THENCE SOUTH 50°42'52" EAST, 148.89 FEET; THENCE SOUTH 58°00'19" EAST, 326.84 FEET; THENCE NORTH 34°16'17" EAST, 95.05 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 60°36'59" WEST, 248.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°06'49" AN ARC LENGTH OF 221.24 FEET; THENCE SOUTH 68°16'12" EAST, 60.00 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 68°16'12" WEST, 308.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°32'29" AN ARC LENGTH OF 67.42 FEET; THENCE SOUTH 34°16'17" WEST, 175.50 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1230.00 FEET THROUGH A CENTRAL ANGLE OF 18°46'45" AN ARC LENGTH OF 403.14 FEET; THENCE SOUTH 53°03'02" WEST, 407.70 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET THROUGH A CENTRAL



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Page: 30 of 32  
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Kittitas Co Auditor PORT GUENDALL

ANGLE OF 17°00'15" AN ARC LENGTH OF 71.23 FEET; THENCE SOUTH 36°02'48" WEST, 215.62 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'50" AN ARC LENGTH OF 47.12 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF SR 903; THENCE NORTH 53°57'02" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY MARGIN, 120.00 FEET TO A POINT ON A CURVE WHOSE RADIUS POINT BEARS NORTH 36°02'58" EAST, 30.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'10" AN ARC LENGTH OF 47.13 FEET; THENCE NORTH 36°02'48" EAST, 215.62 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 17°00'15" AN ARC LENGTH OF 89.03 FEET; THENCE NORTH 53°03'02" EAST, 77.29 FEET; THENCE NORTH 36°56'58" WEST, 346.52 FEET; THENCE SOUTH 66°58'24" WEST, 125.95 FEET; THENCE NORTH 89°07'41" WEST, 7.87 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 00°30'01" EAST, 1105.73 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO THE TRUE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.



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Page: 31 of 32  
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**EXHIBIT B-1 TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EVERGREEN RIDGE**

**ROCK ROSE DRIVE EASEMENT**

A 60.00 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON; THENCE SOUTH 89°03'43" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 12 1323.30 FEET; THENCE NORTH 00°30'01" EAST 1288.44 FEET; THENCE SOUTH 89°07'41" EAST 7.87 FEET; THENCE NORTH 66°58'24" EAST 125.95 FEET; THENCE SOUTH 36°56'58" EAST 406.52 FEET; THENCE NORTH 53°03'02" EAST 330.40 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1230.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°24'51", AN ARC LENGTH OF 116.23 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE SOUTH 47°23'18" EAST 67.00 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°34'40", AN ARC LENGTH OF 141.96 FEET; THENCE SOUTH 12°48'38" EAST 163.87 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°10'34", AN ARC LENGTH OF 231.23 FEET; THENCE SOUTH 60°59'12" EAST 393.14 FEET TO THE TERMINUS OF SAID EASEMENT.

AT THE TRUE POINT OF BEGINNING OF SAID EASEMENT THE SIDELINES OF SAID EASEMENT ARE TO INTERSECT THE SOUTHEASTERN BOUNDARY OF PAINTBRUSH DRIVE WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH ON THE RIGHT AND CONCAVE TO THE EAST ON THE LEFT.

AT THE TERMINUS OF SAID EASEMENT THE SIDELINES OF SAID EASEMENT ARE TO INTERSECT A LINE DRAWN PARALLEL WITH AND 30.00 FOOT NORTHWESTERLY OF THE CENTERLINE OF RIDGE CREST DRIVE WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE WEST ON THE RIGHT AND CONCAVE TO THE NORTH AND LEFT.



**EXHIBIT B-2 TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EVERGREEN RIDGE**

**RIDGE CREST DRIVE EASEMENT**

A 60.00 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON; THENCE SOUTH 89°03'43" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 12 1323.30 FEET; THENCE NORTH 00°30'01" EAST 1288.44 FEET; THENCE SOUTH 89°07'41" EAST 7.87 FEET; THENCE NORTH 66°58'24" EAST 125.95 FEET; THENCE SOUTH 36°56'58" EAST 406.52 FEET; THENCE NORTH 53°03'02" EAST 330.40 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1230.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°24'51", AN ARC LENGTH OF 116.23 FEET TO THE BEGINNING OF THE ROCK ROSE DRIVE EASEMENT CENTERLINE; THENCE SOUTH 42°23'18" EAST 67.00 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°34'40", AN ARC LENGTH OF 141.96 FEET; THENCE SOUTH 12°48'38" EAST 163.87 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°10'34", AN ARC LENGTH OF 231.23 FEET; THENCE SOUTH 60°59'12" EAST 393.14 FEET; THENCE NORTH 29°00'48" EAST 66.66 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE SOUTH 29°00'48" WEST 356.68 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°48'48", AN ARC LENGTH OF 56.70 FEET; THENCE SOUTH 17°12'01" WEST 100.93 FEET, MORE OR LESS, TO THE NORTHERN RIGHT OF WAY BOUNDARY OF STATE ROUTE 903 AND THE TERMINUS OF SAID EASEMENT. AT THIS POINT THE SIDE LINES OF SAID EASEMENT ARE TO INTERSECT THE RIGHT OF WAY BOUNDARY WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST ON THE RIGHT AND CONCAVE TO THE NORTHEAST ON THE LEFT.

After recording return to:

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



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DOCUMENT TITLE: DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR MOUNTAIN RIDGE RESORT  
COMMUNITIES

DECLARANT: TEANAWAY RIDGE LLC, A WASHINGTON LIMITED  
LIABILITY CORPORATION

LEGAL DESCRIPTION:

ASSESSOR'S TAX PARCEL NO.: 20-14-17020-0001

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MOUNTAIN RIDGE RESORT COMMUNITIES**

This Declaration of Covenants, Conditions and Restrictions for Mountain Ridge Resort Communities (the "Declaration") is given as of the 1<sup>st</sup> day of September, 2004, by Teanaway Ridge LLC, a Washington limited liability corporation (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, 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,



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:

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.

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" shall mean the subcommittee of the Association established by the Board, consisting of three Association Board members. The Architectural and Landscaping Review Committee shall have the responsibility for reviewing and approving improvements to the lots by Owners to ensure compliance with this Declaration.

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 Mountain Ridge Resort Communities 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 elected by the Association to manage and administer the Mountain Ridge Resort Communities Owners' Association in accordance with the Bylaws of the Association 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, which, with this Declaration, provide for the organization of the Association and for the administration of the Association.

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 Mountain Ridge Resort Communities to this Declaration or in any conveyance to the Association, 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 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 party developing the Property and signing this Declaration, or the heirs, successors or assigns thereof.

1.14. "Declaration" means this Declaration of Covenants and Easements for Teanaway Ridge LLC 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 sales of the Property, from time to time.

1.17. "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.

1.18. "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



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Page: 4 of 29

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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.

1.19. "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.

1.20. "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.

1.21. "Mountain Ridge Resort Communities" shall refer to the Property, including any Additional Properties added pursuant to Section 2.

1.22. "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.

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

1.24. "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.

1.25. "Property" shall mean the property described herein and shall also specifically include any Additional Properties added pursuant to Section 12, and including all improvements and structures now or hereafter placed thereon.

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

1.27. "Transition Date" shall mean the date upon which the rights of the Declarant are transferred to the Board pursuant to Section 12.

1.28. "Office of Record" shall mean the office of the Declarant and the Association.

1.29. "Pets" shall mean dogs, cats, rabbits, caged birds and fowl, fish in tanks and other small household pets kept for personal enjoyment.

1.30. 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.

## 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. 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.

2.3 **Withdrawal of Property.** Privately Owned Amenities 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 if the property to be withdrawn was originally included in error or if the withdrawal is for the purpose of making minor adjustments to boundary lines. 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 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.

2.4 **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 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 desiring to do any of the following: 1) construct, 2) alter, 3) repair, or 4) replace any Structure on the Lots, including, but not limited to, a residence, garage, outbuildings or other building and/or fences, landscaping and/or to remove any trees on the Lot, or grade or alter the earth on any lot (collectively "the work") shall, prior to construction, submit in writing to the Architectural and Landscaping Review Committee of the Association a request for review and approval, together with a set of plans and specifications and/or a Forestation and Tree Thinning 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 board so designates be in form approved by the board, and delivered to the Declarant at the Office of Record. If the application is delivered after the Transition Date it shall be delivered to the principal office of the Association. 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 construction, as applicable (hereinafter the "Plans"). In addition to the Plans, the Lot Owner shall mark on the Lot the corner points of the Structures to be build for review and approval by the Declarant. The Declarant may require the submission of such additional information as may be reasonably necessary to consider any Application.

3.2 Declarant shall have a reasonable time to review the Application and any additional information as may be requested relative thereto which time is at least sixty-(60) days. 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 and which were established pursuant to Section 14 and approval of the Application shall not be unreasonably withheld. In the event the Declarant has not requested additional information or given approval or disapproval of the Application within 60 days from the date the Application, or additional information if applicable was delivered to it, the Application shall be deemed approved; provided, however, failure by Declarant to act on the Application for approval within the specified time period shall not relieve the Lot Owner from the requirements set forth under this document including the construction, appearance and type of structures permitted on the Lot. Declarant may extend the review time an additional 60 days, without cause, by notifying the Lot Owner in writing. In the event an Application is denied approval, the Declarant shall provide, in writing, reasons for said denial. Declarant

may hire an outside entity to review said plans. Lot Owners shall pay actual costs of said review.

4. UTILITIES

4.1. Power is available to each Lot at or near the Lot boundary.

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

4.3. Antennas and Satellite Dishes shall not be visible from any street or road.

5. WATER. The Property is served by a private water company, LCU, 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. For rate and usage rules contact the Water Company at P.O. Box 254, Cle Elum, WA 98922.

5.1. Lot Owners shall submit a request for a water hookup from the Water Company. Water meters must be leased to Lot Owner by the Water Company under such terms and conditions as are set by the Water Company. 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.

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

5.3. 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 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.

5.4. It is the goal of the Declarant and the Water Company that the water resource be used conserved, 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.

5.5. No additional wells shall be drilled within the boundaries of any Lot, except by the Water Company. No additional wells shall be drilled on any portion of the Property except by the Water Company.

5.6. No cross connections between the Water Company's water system and any other water system shall be 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.

5.7. Other restrictions, regulations and fees may apply to the use of the water provided by the Water Company as shown in the Water Companies Water Plan.

6. SEWER.

6.1. The Property is served by either private septic systems or a private utility company (hereinafter the "Utility Company"). Each Lot is sold with either an approved septic system or a collection pipe and valve which leads to a community drain field or sewer system. If a Lot is served by a septic system or community drain field and at some time in the future the Utility Company or other entity approved by the Utility Company provides a sewer or community drain field connection to the Lot line, at the option of the Utility Company, said Lot shall connect to said connection and pay any and all connection fees that may apply.

6.2. Lots that are provided a connection to a community drain field or sewer 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 approved by the Utility Company. All electrical installations shall in concurrence with the Uniform Electrical Code. It shall be the Lot Owner's responsibility to provide for periodic cleaning and maintenance of the bio-filter, effluent pump, check valve, septic tank, and pump chamber as required by the Utility Company. It shall be the Lot Owner's responsibility to, in a timely manner, repair or replace any non-functioning bio-filter, effluent pump, tank or tanks, or check valve approved by the Utility Company. Non-occupied Lots owned by the Declarant are specifically exempt from this section.

6.3. The Utility Company shall provide for disposal of the effluent generated by the septic tank and pump chamber 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 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.

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 Utility Company and receive a septic hookup approval from the Utility Company to connect to the community drainfield system, for said Lot. Septic tanks and pump chambers must remain dry and unused until

septic hookup to the community septic system is approved by the Utility Company and completed.

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

6.6. The Utility Company reserves the right to limit the nature, quantity and use of the septic service provided to each Lot to a single residential use located on the Lot.

6.7. In the event that a regional sewer system is approved, designed, funded, and built, which serves the Property it shall be required that the individual Lots in any portion of the Mountain Ridge Resort Communities will connect to said regional sewer system in a timely manner as determined by and coordinated through the Utility Company. Any and all charges or fees imposed by said regional sewer system for said connection shall be borne by the individual Lot Owners.

## 7. EASEMENTS.

7.1. Access Easements. Declarant hereby grants, declares, reserves, and establishes the following access easements:

7.1.1. As used herein, the word "access" shall mean ingress and egress by vehicle and/or pedestrian traffic, and the word "utilities" shall, subject to Paragraphs 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 indicated Lots. 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.

7.2. Declarant does hereby establish, create and reserve for the benefit of itself and all Lot Owners, and their respective heirs and assigns, the easements shown on the face of the various community plats, and attached to this document as the Exhibit "B-1". Exhibit "B-2" may be amended at any time with unanimous agreement of the then listed Declarants. Notwithstanding the foregoing there shall be a 15 foot access easement created and established on each side of all lot lines.

7.3. Utility Easements. Easements shown on the face of the Community Plat for utility service are hereby established, created and reserved for the benefit of the utility providers, for the purposes of ingress, egress, installation, reading, replacing, repairing and maintaining systems, lines, drainage paths, creeks and meters.



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.

7.6. There shall be no additional easements granted on any Lots without the approval of the Declarant. The authority to grant or approved any additional easements is specifically held by the Declarant and can not be modified by the Board or by vote of the Owners.

7.7. There shall be no signs, including but not limited to, signs advertising portion of the property for sale, no trespassing signs or commercial signs for the purpose of advertising a business located within the easement area.

8. ROAD MAINTENANCE AND IMPROVEMENT. The access easements within the Property which provide access from the County Road to the Lots are private roads and shall be maintained by the Association, with the cost of all approved road improvements and/or maintenance and snow removal shared equally by the Lot Owners served by such roads, based upon the number of Lots within the Mountain Ridge Resort Communities 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.

8.1. Annual Maintenance, not including snow plowing. The Declarant shall, on or before the 1st day of May of each year, present via U.S. mail, to the property owners a report (the "Road Report") that provides information on the condition of the roads and includes recommendations for their improvements and/or maintenance in the form of a motion(s) accompanied with a minimum of two bids for each motion. If the Declarant finds that no annual maintenance of the roads is required the Declarant shall not provide a report.

Any Lot Owner, after the Transition Date, may provide a supplemental report for road improvements and/or maintenance to the Board by the 15th day of May of the same year. Provided that said supplemental report includes recommendations in the form of motions and includes two bids for said improvements and/or maintenance, the Board shall incorporate these supplemental motions into a revised Road Report which shall be mailed to the Lot Owners, together with a "Road Maintenance Ballot" on or before the 30th day of May of the same year

Each Lot Owner shall vote on the proposed motions and return their completed Road Maintenance Ballot to the Declarant on or before the 15th day June of the same year.

In the event a Lot Owner does not return its completed Road Maintenance Ballot to the Declarant on or before the 15th day of the same year, Declarant shall be deemed to have the right to cast the unreturned vote(s) as it deems appropriate, in its sole discretion; provided, however, all such unreturned votes shall be cast the same.

It shall require approval by the majority of affected Lot Owners to pass any motion.

Lot Owners qualify for voting on these issues is as described in Section 12 of this document.

8.2. Snow Removal. The Declarant 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 their entry points on to the road system. 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 is determined by the Declarant, and after the Transition Date, the Board's, shall be shared equally by all lot owners.

9. MOUNTAIN RIDGE ACTIVITY CENTER AND COMMON AREAS. Declarant intends to, but is not obligated 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 Lot Owners. The Activity Center, common areas and trails (collectively, the "Common Elements") shall be owned and managed by Mountain Ridge Activity Center, Inc., a Washington corporation to be formed; provided, however, in the event the Mountain Ridge Activity Center, Inc. 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.

9.1. Each Lot shall have use of the Common Areas as set forth in the OPERATING RULES AND REGULATIONS OF THE MOUNTAIN RIDGE ACTIVITY CENTER as may be adopted and amended by the Board of Directors of the Mountain Ridge Activity Center, Inc., and/or the association in the event it owns and/or manages all or a portion of the common elements and shall be liable for an equal pro-rata share in and to the annual costs and expenses relative thereto. Such rights and the obligation for dues will commence upon the opening of the Mountain Ridge Activity Center or any trails of common 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 Mountain Ridge Activity Center, Inc. shall estimate the net charges to be paid during each year and shall include a reasonable reserve fund for maintenance, repairs and replacement of the Common Areas and for acquisition and operating reserves (the "Activity Center Budget"). The Activity Center Budget shall be presented to the Association on or before the 1<sup>st</sup> day of March of each year, and the "Activity Center Assessment" shall be payable equally by all lot owners on an annual basis. If said estimated sum proves inadequate for any reason, Mountain Ridge Activity Center, Inc. may at any time levy a further assessment.

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.

**10. DESIGNATION OF COMMUNITY IMPROVEMENTS.**

**10.1 Initial Community Improvements.** The initial Community Improvements are more particularly described on the attached Exhibit "B".

**10.2 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.

**10.3 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.

**10.4 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. 1

**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 and easement in and to the Community Improvements for the uses for which they are established, which easement 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 regulation by the Association. An Owner or a member of the Owners 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 Mountain Ridge Resort 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 Mountain Ridge Resort or identifying trails 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 and other motorized off-road vehicles may not be operated within the Community Improvements. Snowmobiles will be allowed to operate within the Mountain Ridge Resort within the guidelines laid out in the Snowmobile Operation Policies and Procedures. Note: Lot Owners may lose their rights to operate Snowmobiles within the Mountain Ridge Resort if they do not strictly follow all of the Snowmobile Operations Policies and Procedures. Snowmobiles will be required to clearly show an identification number at all times they are operated within the resort. Identification numbers will be issued by the Association after the appropriate application is submitted and processing fee is paid to the Association.

**11.3.3 Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on within Mountain Ridge Resort, 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 within Mountain Ridge Resort.

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.

11.4 **Use By Others.** The Activity Center will sell memberships to its facilities outside of the Mountain Ridge Resort Property. 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 shall establish.

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 declarants discretion and to optimize Declarant's ability to enhance and protect the value, desirability and attractiveness of the Property.

12.1.1. 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 Mountain Ridge Resort Communities, including any Additional Properties that may be added pursuant to Section 12 herein.

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

13. **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 Mountain Ridge Resort Communities 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 paragraph 2 herein.

13.1. 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.

13.2. 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 Additions Properties or portions thereof.

14. **SECONDARY COVENANTS.** Individual areas and plats 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.

15. **MOUNTAIN RIDGE RESORT COMMUNITIES OWNERS' ASSOCIATION.**

15.1. **Organization.** An owners' association shall be organized no later than the date the fifty first Lot in the Property is conveyed by Declarant to a third party. 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 and must be a member in the Mountain Ridge Resort Community Owner's Association. Attached as Exhibit "C" is the initial bylaws of the association which by laws shall automatically become effective upon the filing with the Washington State Secretary of State's Office of the Articles of Incorporation. Prior to the establishment of the Association all dues and fees shall be paid to the Declarant. Prior to the Transition Date the Association shall act as an advisory board to the Declarant.

15.1.1. **Board of Directors.**

15.1.1.1. During the Development Period, the Declarant shall be the sole member of the Board of the Mountain Ridge Resort Communities Owners' Association.

15.1.1.2. An interim Board composed of at least three (3) members will be appointed by the Declarant as of the Transition Date and the first order of business of the interim Board shall be to give notice of a date for and establishing procedures for the election of a five-person Board to conduct future business and direct the organization.

15.1.1.3. 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.

15.1.1.4. 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.

15.1.2. 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.

15.2. 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.

15.2.1. 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.

15.2.2. Votes allocated to a Lot may be cast pursuant to a 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.

15.2.3. 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.

15.2.4. 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.

### 15.3. Association Responsibilities.

15.3.1. 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.

15.3.2. 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.

15.3.3. The Association shall maintain the Entry Statements, Community Areas, and Trails.

15.3.4. The Association shall maintain the roads as provided in section 9 herein.

15.3.5. 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.

15.3.6. 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.

15.3.7. 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.

15.3.8. 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.

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

15.4.1. Adopt and amend Bylaws, rules and regulations.

15.4.2. Enforce the provisions hereof

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

15.4.4. 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

15.4.5. Hire and discharge or contract with managing agents and other employees, agents, and independent contractors.

15.4.6. Make contract and incur liabilities;

15.4.7. 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;

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 19.

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

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

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

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

15.4.12. 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.

15.4.13. 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.

15.4.14. Impose and collect fines for violation of rules, 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 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 19.

15.4.15. 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 19.

15.5. Liens and Collection of Assessments.

15.5.1. 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.

15.5.2. 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 Section 10 of 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.

15.5.3. 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 s 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.

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

15.5.5. 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.

15.5.6. 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.

15.5.7. 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.

15.5.8. 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.

15.5.9. 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.

15.5.10. 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.

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

15.6. 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.

15.7. 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.

**16. 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 for the in paragraph 17.

**17. AMENDMENT.**

17.1. Amendments to the Declaration shall be made in an instrument in writing entitled "Amendment to Declaration of Mountain Ridge Resort Communities" which sets forth the entire amendment. Notice of any proposed amendment must be given to all Lot Owners.

17.2. 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 of 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.

17.3. Declarant reserves the right to amend this Declaration, without approval by Lot Owners, as specifically provided in Section 12 herein; provided, however Declarant shall provide Lot Owners with a copy of any such amendment within 10 days of execution thereof.

17.4. 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.

17.4.1. 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.

17.4.2. 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.

17.5. 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

## 18. GENERAL PROVISIONS.

18.1. 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.

18.1.1. 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.

18.1.2. 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.

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

18.2. 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.

18.3. 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.

18.4. 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 such other insurance as the Declarant deems advisable.

**19. ENFORCEMENT**

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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



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Page: 24 of 29  
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Kittitas Co Auditor TERRA DESIGNS

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.

19.5. 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.

19.6. 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.

19.7. 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.

20. 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.

21. EFFECTIVE DATE. This Declaration shall be effective upon recording.

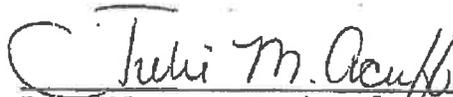
IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set their hand and seal as of the 1<sup>ST</sup> day of September 2004.

  
Declarant

STATE OF WASHINGTON )  
County of Kittitas ) ss.

This is to certify that, on this 1 day of September, 2004, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick Denton and said individual acknowledged that he/she executed the within and foregoing instrument as his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 1 day of September, 2004.

  
Printed Name: Julie M. Acuff  
Notary Public in and for the State of Washington  
My Commission Expires: 3-6-2005

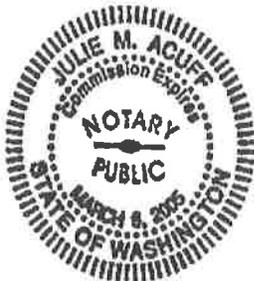


EXHIBIT A TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MOUNTAIN RIDGE RESORT COMMUNITIES

THAT PORTION OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 19 OF SURVEYS, PAGE 198, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 566465, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, AND OF PARCEL 3 AS DESCRIBED AND/OR DELINEATED ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 25 OF SURVEYS, PAGE 193, UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 200012290029, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, WHICH IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 89°11'40" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12, 1322.41 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 00°30'01" WEST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12, 262.72 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°29'59" EAST, 267.63 FEET; THENCE SOUTH 43°20'54" EAST, 359.02 FEET; THENCE SOUTH 50°42'52" EAST, 148.89 FEET; THENCE SOUTH 58°00'19" EAST, 326.84 FEET; THENCE NORTH 34°16'17" EAST, 95.05 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 60°36'59" WEST, 248.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°06'49" AN ARC LENGTH OF 221.24 FEET; THENCE SOUTH 68°16'12" EAST, 60.00 FEET TO A POINT OF CURVATURE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 68°16'12" WEST, 308.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°32'29" AN ARC LENGTH OF 67.42 FEET; THENCE SOUTH 34°16'17" WEST, 175.50 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1230.00 FEET THROUGH A CENTRAL ANGLE OF 18°46'45" AN ARC LENGTH OF 403.14 FEET; THENCE SOUTH 53°03'02" WEST, 407.70 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET THROUGH A CENTRAL ANGLE OF 17°00'15" AN ARC LENGTH OF 71.23 FEET; THENCE SOUTH 36°02'48" WEST, 215.62 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'50" AN ARC LENGTH OF 47.12 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF SR 903; THENCE NORTH 53°57'02" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY MARGIN, 120.00 FEET TO A POINT ON A CURVE WHOSE RADIUS POINT BEARS NORTH 36°02'58" EAST, 30.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'10" AN ARC LENGTH OF 47.13 FEET; THENCE NORTH 36°02'48" EAST, 215.62 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 17°00'15" AN ARC LENGTH OF 89.03 FEET; THENCE NORTH 53°03'02" EAST, 77.29 FEET; THENCE NORTH 36°56'58" WEST, 346.52 FEET; THENCE SOUTH 66°58'24" WEST, 125.95 FEET; THENCE NORTH 89°07'41" WEST, 7.87 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 00°30'01"

EAST, 1105.73 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER  
OF SAID SECTION 12 TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.



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Page: 28 of 29  
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**EXHIBIT B-1 TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MOUNTAIN RIDGE RESORT COMMUNITIES**

**ROCK ROSE DRIVE EASEMENT**

A 60.00 FOOT WIDE INGRESS, EGRESS AND UTILITY BASEMENT LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON; THENCE SOUTH 89°03'43" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 12 1323.30 FEET; THENCE NORTH 00°30'01" EAST 1288.44 FEET; THENCE SOUTH 89°07'41" EAST 7.87 FEET; THENCE NORTH 66°58'24" EAST 125.95 FEET; THENCE SOUTH 36°56'58" EAST 406.52 FEET; THENCE NORTH 53°03'02" EAST 330.40 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1230.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°24'51", AN ARC LENGTH OF 116.23 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE SOUTH 42°23'18" EAST 67.00 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°34'40", AN ARC LENGTH OF 141.96 FEET; THENCE SOUTH 12°48'38" EAST 163.87 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°10'34", AN ARC LENGTH OF 231.23 FEET; THENCE SOUTH 60°59'12" EAST 393.14 FEET TO THE TERMINUS OF SAID EASEMENT.

AT THE TRUE POINT OF BEGINNING OF SAID EASEMENT THE SIDELINES OF SAID EASEMENT ARE TO INTERSECT THE SOUTHEASTERN BOUNDARY OF PAINTBRUSH DRIVE WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH ON THE RIGHT AND CONCAVE TO THE EAST ON THE LEFT.

AT THE TERMINUS OF SAID EASEMENT THE SIDELINES OF SAID EASEMENT ARE TO INTERSECT A LINE DRAWN PARALLEL WITH AND 30.00 FOOT NORTHWESTERLY OF THE CENTERLINE OF RIDGE CREST DRIVE WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE WEST ON THE RIGHT AND CONCAVE TO THE NORTH AND LEFT.

EXHIBIT B-2 TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MOUNTAIN RIDGE RESORT COMMUNITIES

RIDGE CREST DRIVE EASEMENT

A 60.00 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON; THENCE SOUTH 89°03'43" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 12 1323.30 FEET; THENCE NORTH 00°30'01" EAST 1288.44 FEET; THENCE SOUTH 89°07'41" EAST 7.87 FEET; THENCE NORTH 66°58'24" EAST 125.95 FEET; THENCE SOUTH 36°56'58" EAST 406.52 FEET; THENCE NORTH 53°03'02" EAST 330.40 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1230.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°24'51", AN ARC LENGTH OF 116.23 FEET TO THE BEGINNING OF THE ROCK ROSE DRIVE EASEMENT CENTERLINE; THENCE SOUTH 42°23'18" EAST 67.00 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°34'40", AN ARC LENGTH OF 141.96 FEET; THENCE SOUTH 12°48'38" EAST 163.87 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°10'34", AN ARC LENGTH OF 231.23 FEET; THENCE SOUTH 60°59'12" EAST 393.14 FEET; THENCE NORTH 29°00'48" EAST 66.66 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE SOUTH 29°00'48" WEST 356.68 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°48'48", AN ARC LENGTH OF 56.70 FEET; THENCE SOUTH 17°12'01" WEST 100.93 FEET, MORE OR LESS, TO THE NORTHERN RIGHT OF WAY BOUNDARY OF STATE ROUTE 903 AND THE TERMINUS OF SAID EASEMENT. AT THIS POINT THE SIDE LINES OF SAID EASEMENT ARE TO INTERSECT THE RIGHT OF WAY BOUNDARY WITH A 30.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST ON THE RIGHT AND CONCAVE TO THE NORTHEAST ON THE LEFT.

ATTACHMENT J

LEGAL DESCRIPTION  
FOR  
EVERGREEN RIDGE ACTIVITY CENTER  
(REVISED PARCEL 20-14-12010-0004)

THAT PORTION OF LOT 2B OF THAT CERTAIN SURVEY AS RECORDED APRIL 17, 2006, IN BOOK 32 OF SURVEYS, PAGES 134 THROUGH 137, UNDER AUDITOR'S FILE NUMBER 200604170033, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 12; THENCE SOUTH 00°28'54" WEST, 913.98 FEET; THENCE SOUTH 04°59'29" WEST, 357.82 FEET; THENCE SOUTH 09°00'35" EAST, 243.44 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 59°24'07" WEST, 67.12 FEET; THENCE SOUTH 87°35'52" WEST, 74.33 FEET; THENCE SOUTH 01°31'05" WEST, 100.54 FEET; THENCE SOUTH 28°12'35" WEST, 56.50 FEET; THENCE NORTH 61°27'57" WEST, 22.14 FEET; THENCE SOUTH 30°06'10" WEST, 255.22 FEET; THENCE SOUTH 60°59'12" EAST, 329.60 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET (RADIUS BEARING NORTH 29°00'48" EAST), A LENGTH OF 47.12 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 29°00'48" EAST, 3.66 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 248.00 FEET (RADIUS BEARING NORTH 60°59'12" WEST), A LENGTH OF 164.58 FEET, THROUGH A CENTRAL ANGLE OF 38°01'24"; THENCE NORTH 09°00'35" WEST, 319.26 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID LINE.

ALL SITUATED IN SECTION 12, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

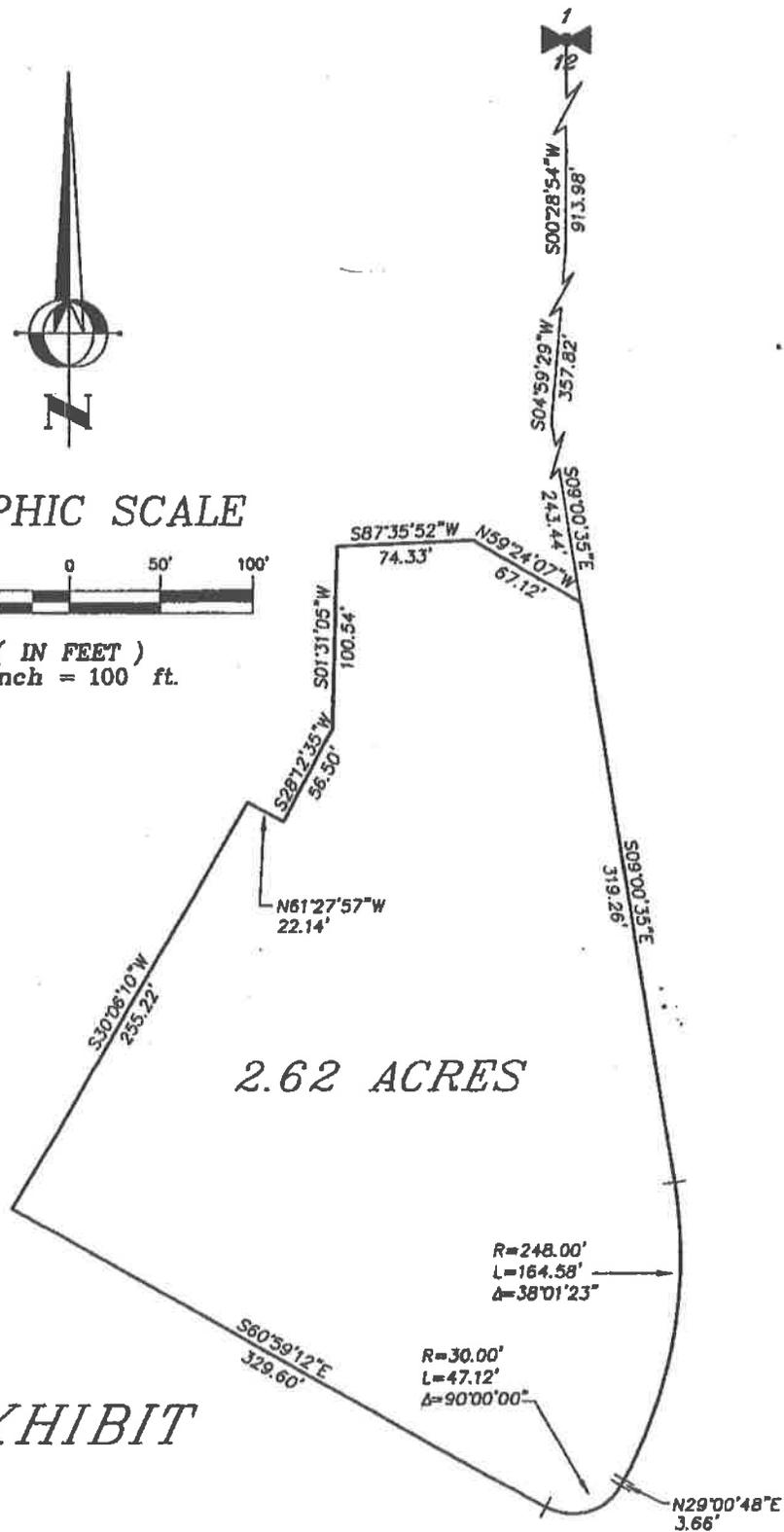
CONTAINING 2.62 ACRES



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



EXHIBIT

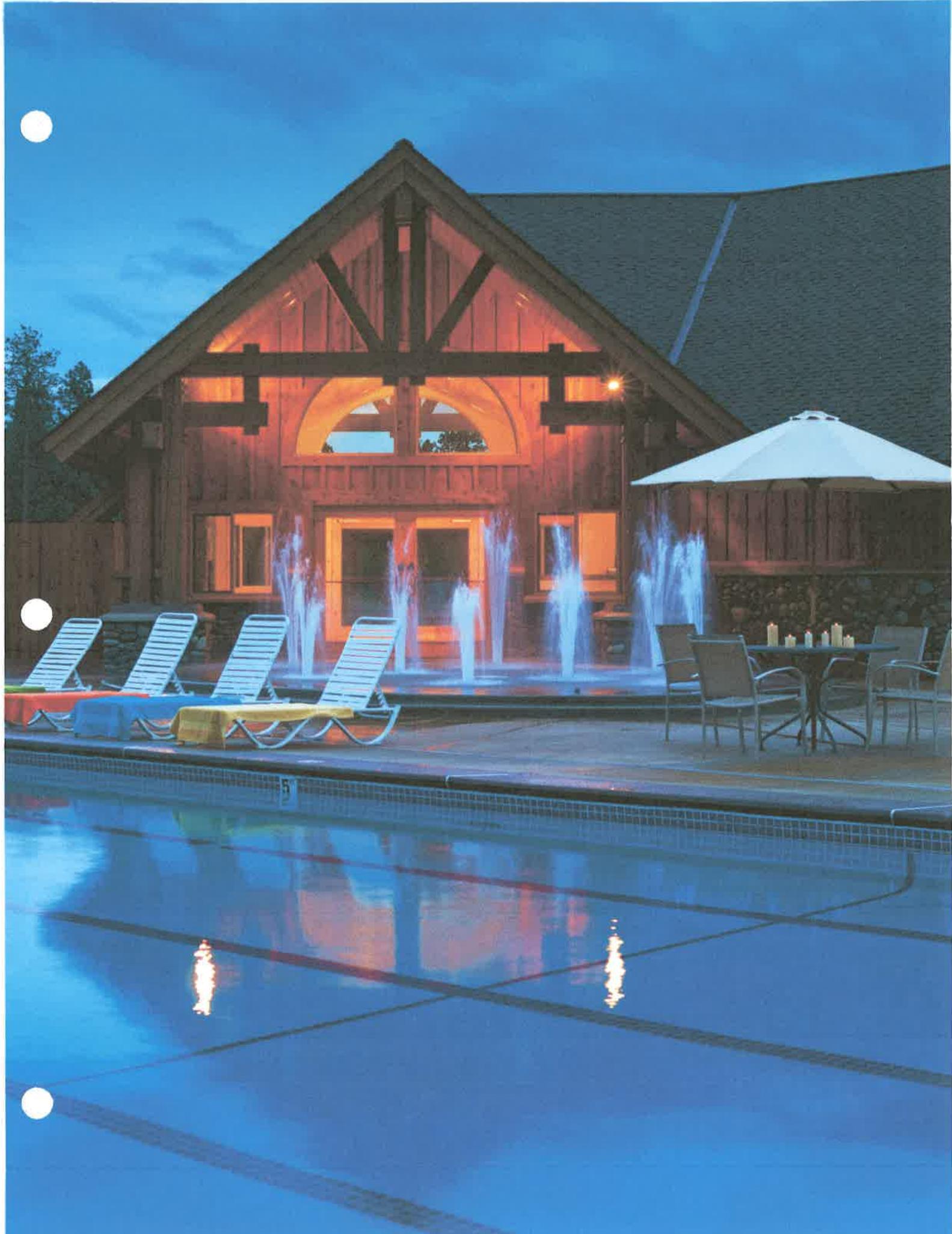
















ATTACHMENT K



**Washington State**  
**Department of Transportation**  
**Douglas B. MacDonald**  
Secretary of Transportation

**South Central Region**  
2809 Rudkin Road, Union Gap  
P.O. Box 12560  
Yakima, WA 98909-2560

509-577-1600  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

March 4, 2003

Ronald Millsite 3  
PO Box 357  
Roslyn, WA 98941

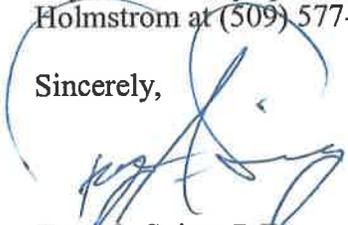
RE: Access Connection Permit 3623  
SR 903, MP 8.110 Right

Dear Mr. Ragland,

We are in receipt of the certificate of deposit and the signed copies of the permit. Enclosed, please find your copy of the fully executed Access Connection Permit for a single Category 2 commercial approach not to exceed 30 feet in width. As noted in the permit, the approach is to be constructed per the attached exhibits. Per the Special Provisions, you are required to contact Mr. Terry Kukes, our Area 1 Maintenance superintendent, prior to beginning work. He can be reached at 509-577-1907.

If you have any questions or require further information, feel free to contact Rick Holmstrom at (509) 577-1633.

Sincerely,



Troy A. Suing, P.E.  
Regional Planning Engineer

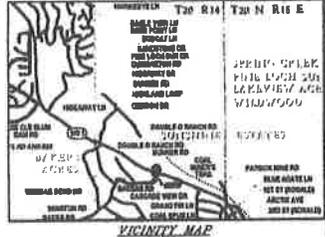
TAS:srw  
Enclosures

cc: Terry Kukes – Area 1 Maintenance Superintendent

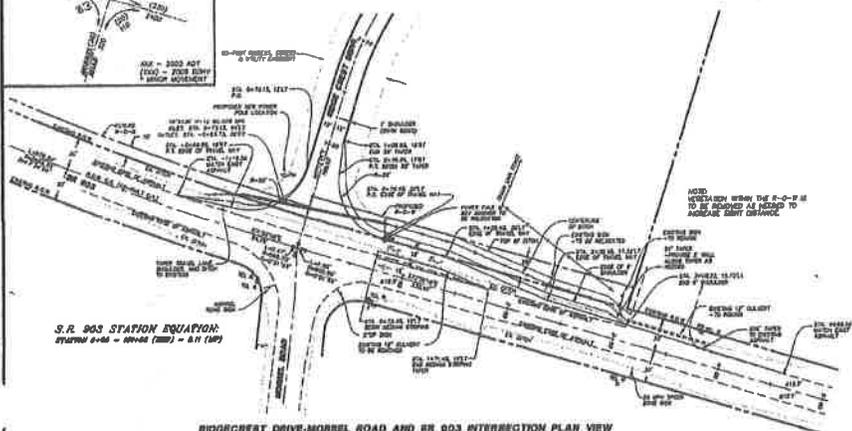
file: p:planning/access/2003/3623permit.doc

# SECTION 12, TWN. 20 N., RGE. 14E., W.M. KITITAS COUNTY

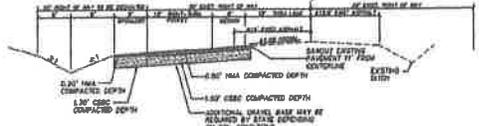
### TRAFFIC DIAGRAM



PROJECT NO.	2024-001
DATE	10/20/24
SCALE	AS SHOWN
DESIGNED BY	J. SMITH
CHECKED BY	M. JONES
APPROVED BY	K. BROWN

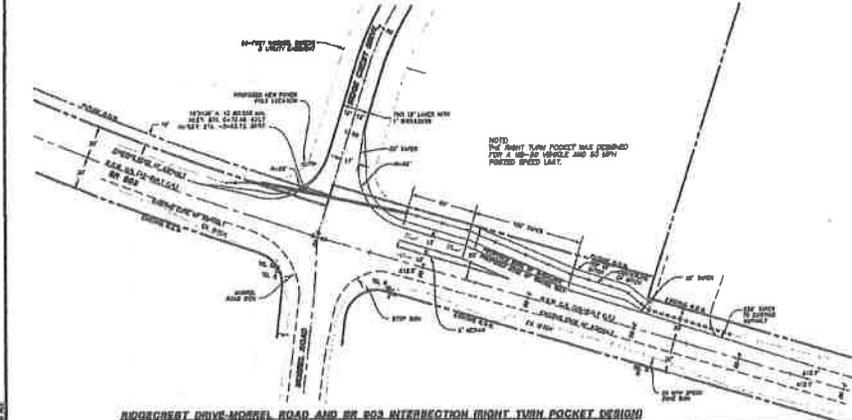


**RIIDGECREST DRIVE-MORREL ROAD AND S.R. 903 INTERSECTION PLAN VIEW**



**NOTES:**  
1. PAVEMENT MAY BE IN ACCORDANCE WITH MHA CL 1/2" PG 64-24.

### ROAD SECTION S.R. 903 IMPROVEMENTS (EAST OF RIDGECREST DRIVE-MORREL ROAD) N.T.S.



**RIIDGECREST DRIVE-MORREL ROAD AND S.R. 903 INTERSECTION RIGHT TURN POCKET DESIGN**



**NOTE:** THE EXISTING UTILITIES AS SHOWN ARE ONLY APPROXIMATE. OTHER UTILITIES MAY EXIST ALONG THE PROPOSED ALIGNMENT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION.  
**Call Before You Dig**  
1-800-424-8888

**EASTERN SOUTH CENTRAL REGION**  
REGISTERED PROFESSIONAL ENGINEER

**INTERSECTION PLAN**

**INTERSECTION DESIGN FOR TRANSMANWAY DESIGN, LLC**

PROJECT NO. 2024-001  
DATE 10/20/24  
SCALE AS SHOWN  
DESIGNED BY J. SMITH  
CHECKED BY M. JONES  
APPROVED BY K. BROWN



DATE 10/20/24  
SCALE AS SHOWN  
DESIGNED BY J. SMITH  
CHECKED BY M. JONES  
APPROVED BY K. BROWN





# FAX TRANSMISSION COVER SHEET

101 WEST FIFTH AVENUE  
P.O. BOX 617  
ELLENSBURG, WA 98926

PHONE: (509) 925-1477 FAX: (509) 962-3111 (TITLE DEPT.)  
FAX: (509) 962-8325 (ESCROW DEPT.)  
EMAIL: [ellensburg@ameri-title.com](mailto:ellensburg@ameri-title.com)

DATE: 1-19-07

TRANSMIT TO: Steve Nelson

ATTN: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

SENT FROM: Julia

PAGES TO FOLLOW: 3

REMARKS:

AmeriTitle has offices serving the following counties:

Located in the State of Oregon:

Baker-Benton-Crook-Douglas-Deschutes-Harney-Hood River-  
Jackson-Klamath-Lake-Linn-Malheur-Marion-Polk-Sherman-Umatilla-  
Wasco-Wheeler

Located in the State of Idaho:

Blaine-Bonneville-Clark-Jefferson-Payette-Valley-Washington

Located in the State of Washington:

Kittitas-Klickitat

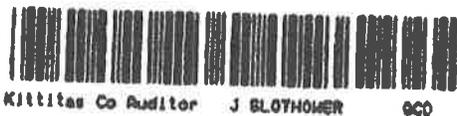
**IF YOU DO NOT RECEIVE ALL OF THIS TRANSMISSION,  
CALL (509) 925-1477**

**NOTICE TO RECIPIENT:** This communication may contain confidential information which is intended only for the individual or entity named on this cover sheet. If received by you in error, please notify the sender as soon as possible.

Ellensburg Office: 101 W Fifth • PO Box 617 • Ellensburg, Washington 98926 • 509 925-1477  
Title Fax: 509 962-3111 • E-mail: [ellensburg@ameri-title.com](mailto:ellensburg@ameri-title.com) • Escrow Fax: 509 962-8325

Cle Elum Office: 127 E First Street • 509 674-9797 • Fax: 509 674-6812 • E-mail: [cleelum@ameri-title.com](mailto:cleelum@ameri-title.com)

Filed for Recording at the Request of  
and AFTER RECORDING MAIL TO:



200601050039  
Page: 1 of 2  
01/06/2006 04:12P  
39.00

Jeff Slothower  
PO Box 1088  
Ellensburg, WA 98926

Real Estate Excise Tax  
Exempt  
Kittitas County Treasurer  
By: [Signature]  
Affidavit No. 12006-53  
Date: 1-5-06

-----  
DOCUMENT TITLE: QUIT CLAIM DEED  
GRANTOR: TEANAWAY RIDGE, LLC, a Limited Liability Company  
GRANTEE: PAUL J. ALLEN, a single man  
TAX PARCEL NO.S: Ptn. of the NW Quarter, Sec. 12, T. 20, R. 14,  
Evergreen Ridge PUD Phase 1, Div. 1&2 and 20.14.12020.  
-----  
0004

QUIT CLAIM DEED

THE GRANTOR, TEANAWAY RIDGE, LLC, conveys and quit claims to PAUL J. ALLEN, a single man, for no monetary consideration and in consideration of quieting title and the settlement of Kittitas County Cause No. 04 2 00385 0, the following property situated in Kittitas County, State of Washington, including any interest therein which grantor may hereafter acquire:

That portion of the Northwest Quarter of Section 12 Township 20 North, Range 14 East, W.M., situate in Kittitas County, State of Washington, more particularly described as follows:

Starting at the Southwest corner of Lot 9 as shown on the certain survey recorded August 18, 2003 at 4:02 p.m. in Volume 29 of Surveys on Page 48 records of Kittitas County under Kittitas County Auditors Number 200308180073; thence South 65° 14' 5" East 558.56 feet to a O'Hare Aluminum Survey Cap the true Point Of Beginning; thence South 0° 46' 1" West 294.86 feet to a O'Hare Aluminum Survey Cap; thence North 43° 52' 59" West 209.77 feet; thence North 46° 7' 3" East 207.22 feet to the true Point Of Beginning.

DATED this 7 day of June, 2005.

GRANTOR:  
TEANAWAY RIDGE, LLC

BY: [Signature]  
Patrick D. Deneen

ITS: Manager

Lathrop, Winbauer, Harel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7th Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8093  
Tel (509) 925-6916

ORIGINAL



200601050059

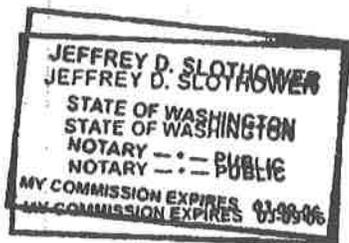
Page: 2 of 2  
01/06/2006 04:12P

\$3.00

STATE OF WASHINGTON )  
 ) ss.  
County of Kittitas )

I certify that I know or have satisfactory evidence that Patrick Deneen is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it as the Manager of Teanaway Ridge, LLC, a Washington limited liability company, to be the free and voluntary act of such Limited Liability Company for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 8 day of Sept, 2005



Jeffrey D. Slothower  
Printed Name: JEFFREY D. SLOTHOWER  
Notary Public in and for the State of Washington  
My commission expires: 3-9-06

T: Teanaway Ridge, LLC Teanaway Ridge, LLC, Attention: Clark David Teanaway, to Allen 3-24-05

Lathrop, Winauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7th Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8093  
Tel (509) 925-6916



# EVERGREEN RIDGE P.U.D. PHASE 1 - DIVISION 2

LOCATED IN THE NW1/4 OF SECTION 12, T.20N., R.14E., W.1M.  
 KITITAS COUNTY, STATE OF WASHINGTON

RECORDING NO. 2005022005R  
 18.9 page 227 of 262



UNPLATTED 413,658 sq. ft.  
 9,300 ac

CURVE	LENGTH	RADIUS
C1	39.86	273.00
C2	39.28	273.00
C3	21.64	273.00
C4	67.42	500.00
C5	47.11	350.00
C6	35.52	248.00
C7	33.25	1073.00
C8	76.72	503.00
C9	20.53	25.00
C10	63.23	55.00
C11	41.11	50.00
C12	37.48	46.00
C13	37.48	46.00
C14	20.37	55.00
C15	20.37	55.00
C16	71.97	55.00
C17	20.37	55.00
C18	20.37	55.00
C19	33.72	241.00
C20	30.25	241.00
C21	30.25	241.00
C22	44.18	200.00
C23	44.18	200.00
C24	231.24	248.00

- LEGEND
- FOUND PROPERTY CORNER
  - SET PROPERTY CORNER (S. 41524)
  - MONUMENT TO BE SET
  - PLAT BOUNDARY LINE



OFFICE: SEATTLE | SYSTEM: HPPAV | USER: TRT

SUBMITTED BY: TRT/LJ  
 DRAWN BY: TRT  
 LAST EDIT: 08/22/05  
 DATE BY: TRT  
 REVISION: 1 (01) 22 AMPL CORRE 25 LABEL EXTERIOR ROAD NAME  
 CHECKED BY: TRT/LJ  
 APPROVED BY: 08/22/05  
 PLOT DATE: 08/22/05  
 C:\C:\DWG

CENTRAL CASCADE SURVEYING INC.  
 301 WEST 1ST STREET,  
 CLE ELUM, WA 98922  
 509-874-6866 EXT. 112



PORT QUENDALL DEVELOPMENT  
 EVERGREEN RIDGE P.U.D.  
 PHASE 1 - DIVISION 2  
 PROJECT NO. 0001.003  
 DRAWING FILE NAME: EGR-PLAT  
 SHEET 1/2





05/13/2010 11:53:57 AM

201005130004

\$65.00  
Quit Claim Deed SHALLBETTER  
Kittitas County Auditor

Page 1 of 4



**After Recording Return To:**

Traci Shallbetter  
SHALLBETTER LAW  
3201 Airport Road  
Cle Elum, WA 98922

**Real Estate Excise Tax**

Exempt

Kittitas County Treasurer

By A. Bowen  
Affidavit No. 2010-0655  
Date: 5/13/10

---

**QUITCLAIM DEED**

**Grantor(s):** Teanaway Ridge, LLC, a Washington limited liability company

**Grantee(s):** DeAnn Reeves, an unmarried individual

**Abbreviated Legal Description:** Portion of Lots B and C of survey recorded in Book 34 of Surveys at Page 22, under Auditor's File Number 200704270063, records of Kittitas County, State of Washington

**Assessor's Tax Parcel Nos.:** Portions of 12065, 732534, 241934

**Reference Nos. of Related Documents:** 432311

**EXEMPT FROM EXCISE TAX PURSUANT TO WAC 458-61A-215.  
NO MONETARY CONSIDERATION EXCHANGED**

A handwritten signature in black ink, appearing to be 'AS'.

**QUITCLAIM DEED**

The Grantor, TEANAWAY RIDGE, LLC, a Washington limited liability company (“Grantor”) for, and in consideration of resolving a boundary line dispute, conveys and quitclaims to DEANN REEVES, an unmarried individual (“Grantee”), all of its interest in the real estate situated in the County of Kittitas, State of Washington, legally described on Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining,

SUBJECT TO all restrictions, reservations and encumbrances of record.

DATED this 27 day of April, 2010

**GRANTOR:**

**TEANAWAY RIDGE, LLC**

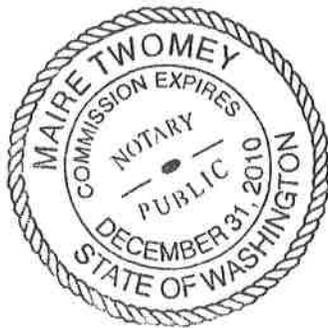
  
By PATRICK D. DEVERA  
Its MANAGER



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KITTITAS )

On this 27 day of April, 2010, before me, a Notary Public in and for the State of Washington, personally appeared Patrick A. Reneen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Manager of TEANAWAY RIDGE, LLC, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maire  
NOTARY PUBLIC in and for the State of  
Washington, residing at Chehalis  
My appointment expires 12/31/10  
Print Name Maire Twomey

*[Handwritten signature]*

THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON; THENCE SOUTH 89°11'40" EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID SOUTHWEST QUARTER OF BOUNDARY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 167.67 FEET TO THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT C; THENCE NORTH 46°36'59" EAST, ALONG SAID NORTHWESTERLY BOUNDARY LINE, 47.95 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT C; THENCE SOUTH 43°13'54" EAST, ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LOT C, 99.95 FEET TO THE NORTHEASTERLY COMMON CORNER OF SAID LOTS B AND C; THENCE SOUTH 00°00'03" WEST, ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT B, 149.50 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT B; THENCE SOUTH 45°39'16" WEST, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT B, 148.68 FEET TO THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 00°30'01" EAST 125.65 FEET, ALONG SAID EAST BOUNDARY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID LINE.

BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, AND A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12. ALL SITUATED IN KITTITAS COUNTY, STATE OF WASHINGTON.

CONTAINING 0.59 ACERS



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Seattle/11/30/09

Exhibit A  
Page 4 of 4

THE SOUTHWEST QUARTER, 1322.41 FEET TO THE SOUTHEAST CORNER OF SAID  
SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE TRUE POINT OF  
BEGINNING OF SAID LINE. THENCE NORTH 00°20'26" EAST ALONG THE EAST

**LEGAL DESCRIPTION  
DENEEN TO REEVES**

THAT PORTION OF LOTS B AND C OF THAT CERTAIN SURVEY AS RECORDED IN BOOK 34 OF SURVEYS AT PAGE 22, UNDER AUDITOR'S FILE NUMBER 200704270063, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF