

NO. 0107393

LIABILITY \$1,000.00

FEE \$ 216.00

RECEIVED
AUG 07 2008
KITITAS COUNTY
GDS

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

Policy No. 72030- 7017

DONALD & ANTOINETTE COLBY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: July 1, 2008 at 8:00a.m.

CHICAGO TITLE INSURANCE COMPANY

By


Authorized Signature

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

SUBDIVISION GUARANTEE

Office File Number : 0107393
Guarantee Number : 48 0035 72030 7017
Dated : July 1, 2008, at 8:00am
Liability Amount : \$ 1,000.00
Premium : \$ 200.00
Tax : \$ 16.00

Your Reference : COLBY

Name of Assured: DONALD COLBY AND ANTOINETTE COLBY; AND ASPI LAND SURVEYORS

The assurances referred to on the face page are:

That, according to those public records with, under the recording laws, impart constructive notice of matters relative to the following described real property:

Parcel C of that certain Survey as recorded January 7, 2005, in Book 30 of Surveys, page 222, under Auditor's File No. 200501070057, records of Kittitas County, Washington; being a portion of Lots B-4A, B-4B, B-4C and B-4D of the BMJ SHORT PLAT, Kittitas County SP# 02-05, recorded December 6, 2002, in Book G of Short Plats, Pages 29 and 30, under Auditor's File No. 200212060062, records of Kittitas County, State of Washington; being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

Title to said real property is vested in:

DONALD COLBY AND ANTOINETTE COLBY, HUSBAND AND WIFE

END OF SCHEDULE A

(SCHEDULE B)

File No. 0107393

Guarantee Number: 48 0035 72030 7017

Subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. General taxes and assessments for the year 2008 have been paid.
Amount : \$143.33
Tax Parcel No. : 18-20-32052-0007 (20932)
5. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

6. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefor.

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

7. Amendatory Contract, governing reclamation and irrigation matters;
Parties : The United States of America and the Kittitas Reclamation District
Dated : January 20, 1949
Recorded : May 25, 1949, in Volume 82 of Deeds, page 69
Auditor's File No. : 208267
Affects : Said premises and other lands within the said irrigation district. Said contract governs construction, charges, protection of water rights, irrigation rights, obligations, responsibilities and all related matters.
8. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington. (Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

(SCHEDULE B)

File No. 0107393

Guarantee Number: 48 0035 72030 7017

9. Matters disclosed and/or delineated on that certain survey recorded August 8, 2000 in Book 25 of Surveys, Pages 95 and 96, recorded July 25, 2002 in Book 27 of Surveys, Page 230, and recorded April 24, 2003 in Book 28 of Surveys, Page 231, as follows:
 - a) Notes contained thereon
 - b) Irrigation line
10. Matters disclosed and/or delineated on the MJB SHORT PLAT, recorded May 8, 2001 in Book F of Short Plats, Pages 153, 154 and 155, under Auditor's File No. 200105080015, as follows:
 - a) Notes contained thereon
 - b) Irrigation line.
11. Declaration of Protective Covenants, Conditions and Restrictions, Easement and Shared Well Agreements dated June 19, 2001, filed June 26, 2001 under Auditor's File No. 200106260036, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
12. Matters disclosed and/or delineated on the JBM SHORT PLAT, recorded December 4, 2001 in Book F of Short Plats, Pages 191, 192 and 193, under Auditor's File No. 200112040015, including (but not limited to) the following:
 - a) Irrigation line
 - b) Notes contained thereon
13. Declaration of Protective Covenants, Conditions and Restrictions, recorded July 25, 2002, under Kittitas County Auditor's File No. 200207250008, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
14. Owner's Declaration, recorded October 9, 2002, under Kittitas County Auditor's File No. 200210090001, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
15. Matters disclosed and/or delineated on BMJ Short Plat recorded December 6, 2002, in Book G of Short Plats, Pages 29 and 30, under Auditor's File No. 200212060002, as follows:
 - a) Irrigation line
 - b) Notes contained thereon
16. Owner's Declaration recorded April 19, 2004, under Auditor's File No. 200404190084, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Said instrument is a re-record of that certain Owner's Declaration recorded January 6, 2004, under Auditor's File No. 200401060024.

(SCHEDULE B)

File No. 0107393

Guarantee Number: 48 0035 72030 7017

17. Matters disclosed and/or delineated on that certain Survey recorded January 7, 2005, in Book 30 of Surveys, Page 222, under Auditor's File No. 200501070057, as follows:
 - a) Irrigation line;
 - b) Notes contained thereon;
 - c) KRD notes contained thereon
 - d) 60' easement and cul-de-sac affecting a portion of the West boundary of said Lot C.
18. Declaration of Protective Covenants, Conditions and Restrictions recorded May 13, 2005, under Auditor's File No. 200505130003, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

END OF EXCEPTIONS

Notes:

1. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

END OF GUARANTEE

CDF/lam

1 cc: Donald & Antoinette Colby
Mail



In Response to the Gramm – Leach – Bliley Act Effective 7/1/2001

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies may include financial service providers, exchange companies, other title insurance companies, escrow collection companies, foreclosure companies, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

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AFTER RECORDING RETURN TO:

Donald Colby and Antoinette Colby
21231 290th Ave SE
Maple Valley, WA 98038

Filed for at the request of:
AMERITITLE

Escrow No. EA-97063

AMT 97063E

STATUTORY WARRANTY DEED

19-

THE GRANTOR Ruth H. Bare, individually and as Personal Representative of the Estate of Steven M Bare for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid, conveys and warrants to Donald Colby and Antoinette Colby, husband and wife the following described real estate, situated in the County of Kittitas, State of Washington:

Parcel C of that certain Survey as recorded January 7, 2005, in Book 30 of Surveys, page 222, under Auditor's File No. 200501070057, records of Kittitas County, Washington; being a portion of Lots B-4A, B-4B, B-4C and B-4D of the BMS SHORT PLAT, Kittitas County SP# 02-05, recorded December 6, 2002, in Book G of Short Plats, Pages 29 and 30, under Auditor's File No. 200212060062, records of Kittitas County, State of Washington; being a portion of the Southeast Quarter of Section 52, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

Assessor's Tax Parcel Number(s): 18.20.32052.0004 (R17870) Pm

This conveyance is subject to all those items of record, if any, as of the date of this deed and those shown below, if any:

RE EXCISE TAX PAID

Amount \$1,147.50

Date 5-16-05

Affidavit No. 2005-1135

KITTITAS COUNTY TREASURER

By [Signature]

DATED: 5-13-05

[Signature]
Ruth H. Bare, individually and as Personal Representative of the Estate of Steven M Bare

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence that Ruth Bare is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath and stated that she was authorized to execute the instrument and acknowledged it individually and as Personal Representative of the Estate of Steven M Bare, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 13 day of May, 2005.

[Notary Seal]
Notary Name: Janet Vaughan
Residing at Ellensburg
My commission expires 6-30-06

NOW, THEREFORE,



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Kittitas Co Auditor AMERITITLE

Developer declares that all of the Property shall be held, sold and conveyed subject to the following easements, agreements, restrictions, covenants, conditions, reservations, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, agreements, restrictions, covenants, conditions, reservations, charges, and liens 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 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.

I. DEFINITIONS

1.1 The words "Property" and "Development", shall mean and refer to all the real property legally described on Exhibit A.

1.2 The word(s) "Lot(s)" or "Parcel(s)" shall mean that portion of the property legally described on Exhibit A which is subdivided and/or created by division into a smaller parcel(s).

1.3 The word "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 or part of the property subject to these Covenants, Conditions and Restrictions. The word Lot owner shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot; and including liens and easement holders and tenants or other persons in possession; a possessory right to occupy a lot subject to these Covenants, Conditions and Restrictions, including but not limited to tenants, individuals and/or entities not holding fee title, a vendee's interest under a real estate contract, or any subtenants.

1.4 The Phrase "KRD" shall mean the Kittitas Reclamation District and its successors and assigns.

II. PROPERTY SUBJECT DECLARATIONS:

2.1 The easements, restrictions, covenants, conditions, reservations charges and liens shall run with the Property legally described in Paragraph 1.1 and shall be binding on all of the Lot Owners, their successors and assigns, These covenants, conditions, reservations and restrictions are intended to burden and benefit the Property legally described in Paragraph 1.1.

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Tel (509) 925-6916



III. PROPERTY RESTRICTIONS

3.1 Peace and Enjoyment of Property. Each lot owner shall use their respective lot for their own enjoyment and in such a manner as to not offend other lot owners or all other lot owners' use and enjoyment of their respective lots.

3.2 Permitted Activities. No Lot Owner shall carry on any activity of any nature whatsoever on the Property 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.

3.3 Structures on Lots.

3.3.1 No pre-manufactured home or modular home which is older than five (5) years shall be allowed to be placed on or erected on any Lot, regardless of whether said placement is temporary or permanent.

3.3.2 Garages and outbuildings shall be allowed to be constructed on a Lot; however, all garages constructed on a Lot shall be a minimum size of 20 feet by 20 feet.

3.4 Irrigation Drainage. Each property owner agrees to allow and provide in a reasonable manner for the passage of irrigation and drainage water in the existing ditches across their properties. All tracts or parcels through which said ditches run shall be subject to reservations of easements and rights of way for use and maintenance of said irrigation and drainage ditches.

3.5 Condition of Lot. Each Lot shall be maintained in a clean, sanitary condition at all times and shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, equipment (other than farm equipment), and building materials (temporary storage during construction phases excluded).

3.6 Agricultural Use. All Lot Owners understand and acknowledge they have been informed that the Property is located in an active agricultural area in which a specific right to farm law exists. All owners of Lots understand that, in the normal management of agricultural or related activities, there will be noise, dust, distribution of airborne particulate matter, and other effects from the operation of farm equipment, irrigation pumps, and there will be movement of agricultural equipment and/or animals. The Lot Owner is aware that, in an agricultural area, both ground and aerial application of seed, fertilizers, conditioners, herbicides, insecticides, and related plant protection and development products occur on a regular basis. The Lot Owner further understands and agrees that agricultural activities occur in both daylight and at night and not during any particular time. The Lot Owner understands that, by owning a Lot, he will be

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Kittitas Co Auditor AMERITITLE

subjected to all of the above and possibly additional activities and/or situations that may be perceived as a nuisance but which are the result of normal ongoing agricultural activities. A Lot Owner is precluded from commencing any legal activity or any kind of a lawsuit in any court of competent jurisdiction alleging damages from the result of normal and non-negligent agricultural activities.

3.7 Open Space Taxation. As of the making of this Declaration, the Property is designated as open space and is taxed at a special use rate. The sale of the property or any portion thereof may result in the property sold not being eligible for special use taxation rates. In the event that occurs, there may be interest, penalties and additional taxes due. The purchaser of the property or any part of the property shall be responsible for payment of any and all interest, penalties and additional taxes incurred and shall save and hold Declarant harmless therefrom.

IV. EASEMENT

4.1 Access Easement.

4.1.1 Location. The Declarants hereby grant, declare, reserve and establish a nonexclusive, perpetual easement and right of way 40 feet wide along the West boundary of Parcel D-1 as depicted on that certain plat dated May 8, 2001 and filed in Book F, page 153 of Short Plats, records of Kittitas County, Washington.

4.1.2 Use. The Declarants acknowledge and agree the Access Easement exists for the benefit of the property legally described on Exhibit B, a true and correct copy of which is attached hereto and incorporated hereinafter referenced to as the "Exhibit B Property". The Access Easement is to be used by the owner(s) of the Exhibit B Property, their successors and assigns, and their respective lessees, sub-lessees, tenants, subtenants, business invitees employees, and agents for the purposes of ingress and egress and access to the Exhibit B Property. As used herein, the word "access" shall mean and include the right of ingress and egress by vehicle and/or pedestrian traffic. Declarants further acknowledge that the easement described can also be used by the owners of the Exhibit B Property, and each of their successors and assigns for the purposes of constructing, maintaining, repairing and operating underground utilities, including, without limitation, sanitary sewer, water, electricity, telephone, communication and drainage on, under and across such easement area for the benefit of the Exhibit B Property. Notwithstanding anything contained herein to the contrary, each Declarant and their successors and assigns, shall be fully responsible and shall promptly pay all real estate taxes and assessments, whether special or general, which relate to the fee ownership of their respective easement area.

4.1.3 Maintenance of the Access Easement. The cost of constructing, maintaining (including snow removal), repairing, enlarging or improving any road located on the Access Easement shall be borne pro rata by the owners of the Exhibit B Property, with each

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party paying their pro-rata share of the cost of construction, maintenance (including snow removal), repairs, enlargements or improvements on any road located on the Access Easement.

4.1.4 Utilities. At such time as the owners of the Exhibit B Property desire to utilize the Access Easement for the purposes of bringing utilities, as above described to any of the benefited parcels, the cost of installing, maintaining, repairing, enlarging or improving said utilities, shall be the sole and separate responsibility and obligation of the owners of the parcel desiring to bring the utilities to a parcel. If more than one owner desires to install utilities in the easement, then the cost shall be shared equally among all of those using the utilities.

4.1.5 Maintenance of the Surface of the Access Easement. If and when the owners of a benefited parcel utilize the Access Easement, either for the construction of a road or for the extension of utilities to a Parcel or to repair, enlarge or improve the Access Easement for any reason, the owners of the Parcels desiring or necessitating the installation, maintenance, repair, enlargement or improvement, at the conclusion of said maintenance, repair, enlargement or improvement of said road or utilities located on the Access Easement shall have the obligation of returning the surface area of the easement to the condition it was in prior to the installation, maintenance, repair, enlargement, or improvement which resulted in a disturbance of the surface (excluding the improved road surface). The cost of returning the surface to its prior condition shall be the sole and separate responsibility and obligation of the owners of Parcels desiring or necessitating the activity which resulted in the cost and if said activity benefits more than one parcel, then the cost shall be borne pro rata by the number of parcels necessitating or desiring the activity generating the cost.

4.2 Irrigation Water and Irrigation Easement.

4.2.1 Location. Declarants do hereby grant, declare, reserve and establish a nonexclusive, perpetual easement and right of way as described on Exhibits D and E, for the purposes of transporting irrigation water and maintaining, repairing, enlarging, modifying and replacing facilities to transport irrigation water over, across and under a portion of the property as described on Exhibits B and C. Said easement benefits the property legally described on Exhibit A.

4.2.2 Irrigation Distribution System. Developer will provide one (1) irrigation riser to each Parcel's property line. The Lot Owner and its successors and assigns shall be responsible for any and all costs associated with the irrigation distribution system on each individual parcel. The Lot Owner shall further be responsible for the installation of a water meter on each parcel and will pay any and all costs associated with the installation of said water meter.

4.2.3 Maintenance. In the event it is necessary to repair, maintain, enlarge, or replace the existing irrigation distribution system located on the irrigation easements described

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herein, the owners of the benefited parcels shall contribute their pro rata share of the cost of said repair, maintenance, enlargement or replacement, including any and all costs associated with electrical charges, hook up fees, etc. associated with the irrigation system pump.

4.2.4 Repair of Surface. In the event that the repair, maintenance, enlargement or replacement of the existing irrigation distribution system located above described results in the surface area being disturbed, the surface shall be returned to the condition it was in prior to the repair, maintenance, enlargement or replacement of the irrigation distribution system; provided, however, that the cost of restoring the condition of the surface shall be part of the cost of the repair, maintenance, enlargement, or replacement and shall be paid as provided above.

4.2.5 Additional Property Served by the Irrigation Easement. It is contemplated that the property legally described on Exhibit C ("Exhibit C Property") will be subdivided in the future. The subdivided parcels shall be benefited and burdened by the irrigation easement in the same manner as the Exhibit C Property is benefited and burdened.

4.2.6 Allocation of KRD Water. Certain portions of the benefited and burdened parcels are entitled to receive water delivered by the KRD. The KRD delivers the water to the property at a point where the line legally described on Exhibit D, described above, intersects the eastern boundary of the Exhibit C Property. It is the responsibility of the benefited parcels to deliver KRD water to the benefited parcels. This shall be accomplished by the Developer who shall act as the water master until such time as each and every lot has been sold. After said lots have been sold, the Developer will no longer act as water master and the water master shall be an individual or individuals elected by majority vote of the benefited lot owners each year on or about March 15. The water master shall be responsible for taking water orders from benefited parcels, communicating those water orders to the KRD, distributing the water to the benefited parcels and arranging for necessary maintenance. The costs incurred by the water master shall be considered maintenance costs and paid pro rata by the benefited parcels. Disputes which must be resolved or decisions which must be made relative to the delivery of KRD water shall be decided by majority vote of the benefited parcels at any meeting called by the water master. Benefited lot owners may vote on any matter requiring a vote in person or by written proxy.

4.2.7 Restriction on Use. The water master shall have the authority to adopt such rules and regulations as are necessary to efficiently deliver irrigation water to all of the benefited property. This may include, but not be limited to, the right to designate days when specific lots can and cannot irrigate.



V. SHARED WELL

5.1 Location of Well. There is a domestic water well located approximately 159 feet east and 12 feet north of the southeast corner of the property legally described on Exhibit F, a true and correct copy of which is attached hereto and incorporated herein by reference. There is a well house and pumping facility located approximately 109 feet east and 34 feet north of the southeast corner of the Exhibit F Property. The well and well house are for the use and benefit of the Exhibit B Property.

5.2 Easement for Well and Well House. There exists a perpetual non-exclusive easement consisting of a circle 100 feet in diameter, the center of which is the well described above. The easement burdens the property legally described on Exhibit F and a portion of the Exhibit B Property and benefits the Exhibit B and the Exhibit F Property. The owners of the burdened property may not locate, within 100 feet of said well, any improvement of any kind above or below the surface. Each parcel having the right to use the shared well shall also have the right to locate water conveyance pipes on the Exhibit B Property and the Exhibit F Property within 40 feet of the boundaries of said lots for the purposes of conveying domestic water to their lots.

5.3 Sharing of Expenses. Each parcel owner, upon purchase from the Developer, shall contribute \$300 to a common fund for the maintenance, repair, replacement and operation of the well. The owner of the property the well is located on shall hold the money contributed. The electricity for the shared well shall be separately metered and the costs of electricity, other operating costs, repair and maintenance shall be divided equally by the Exhibit B Property and the Exhibit F Property.

5.4 Disclaimer. Developer makes no representations or warranties as to the quality, quantity or adequacy of the water in said well. Developer makes no representations as to whether the quantity of water is sufficient to adequately provide water to any parcel. The owners of the Exhibit B Property and the Exhibit F Property and their successors and assigns take the well and well house facility AS IS. Developer specifically discloses that the well is an "exempt well" and by state regulation the quantity of water withdrawn is limited to 5,000 gallons per day. Because of said limitation, the well may only be used for domestic water and not for irrigation and the use by all of the property owners entitled to use the property may not exceed 5,000 gallons per day.

VI. TERM OF COVENANT

6.1 The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property for twenty-five (25) years from the date this Declaration is recorded, after which said covenants shall be automatically extended in perpetuity until terminated by any

Jeff Slothower
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.
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Tel (509) 925-6916



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 so long as the amendment has been signed by at least 90% of the Lot Owners of record at the time of the amendment. The easements set forth herein are perpetual.

VII. ENFORCEMENT

7.1 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 or owner of benefited property, joining with other Lot Owners or individually, 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 and restrictions or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought by any Lot Owner or owner of benefited property to enforce the terms and conditions of these covenants, conditions, and restrictions 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. Venue for such proceedings shall be in Kittitas County, Washington. Failure by a Lot Owner to enforce any restriction, condition or covenant of this Declaration shall in no event be deemed a waiver of the right of that Lot Owner or Lot Owners to enforce any restriction, condition, or covenant of this Declaration in the future. If any portion of this Declaration is and/or becomes unenforceable, the remainder of said Declaration shall be unchanged and in full force and effect.

7.2 If any term, covenant or condition of these Covenants or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of these Covenants 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.



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IN WITNESS WHEREOF, the undersigned being the Developer herein has hereunto set their hand and seal as of the 21 day of June, 2001.

Steve B. Bare
STEVE BARE

Ruth Bare
RUTH BARE

[Signature]
ROBERTA JOHNSON

Roberta Johnson
ROBERTA JOHNSON

Ch Marchel
CHRIS MARCHEL

[Signature]
KAROLYN MARCHEL

STATE OF WASHINGTON)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that STEVE BARE and RUTH BARE, husband and wife, are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 21 day of June, 2001.



Janet Vaughan
Printed Name: Janet Vaughan
Notary Public in and for the State of Washington.
My appointment expires: 6-30-02



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STATE OF WASHINGTON)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that STEVE JOHNSON and REBECCA JOHNSON, husband and wife, are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 21 day of June, 2001.



Janet Vaughan
Printed Name: Janet Vaughan
Notary Public in and for the State of Washington.
My appointment expires: 6-30-02

STATE OF WASHINGTON)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that CHRIS MARCHEL and KAROLYN MARCHEL, husband and wife, are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19 day of June, 2001.



Janet Vaughan
Printed Name: Janet Vaughan
Notary Public in and for the State of Washington.
My appointment expires: 6-30-02

Richard-Cove-CRS third draft

Jeff Slothower
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.
Attorneys at Law
PO Box 1088/201 West 7th Avenue
Ellensburg, WA 98926
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Tel (509) 925-6916



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Exhibit A

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01°03'48" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET; THENCE NORTH 89°32'34" EAST 1,147.90 FEET; THENCE NORTH 01°00'31" WEST 619.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°32'34" WEST 878.17 FEET TO THE WEST BOUNDARY OF PARCEL D OF THAT CERTAIN SURVEY FILED IN BOOK 25 OF SURVEYS PAGES 95 AND 96 UNDER AUDITOR'S FILE NUMBER 200008080035 RECORDS OF KITTITAS COUNTY, WASHINGTON; THENCE NORTH 45°22'41" EAST ALONG SAID WEST BOUNDARY 378.39 FEET TO THE NORTH BOUNDARY OF SAID PARCEL D; THENCE NORTH 89°39'40" EAST ALONG SAID NORTH BOUNDARY 483.86 FEET; THENCE SOUTH 01°00'31" EAST 262.40 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1205.57 feet; thence N 89°32'34" E 1148.09 feet; thence N 01°00'31" W 200.01 feet to the true point of beginning; thence S 89°32'34" W 1106.27 feet; thence N 45°22'41" E 315.05 feet; thence N 89°32'34" E 878.17 feet; thence S 01°00'31" E 219.51 feet, more or less, to the true point of beginning.

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1205.57 feet to the true point of beginning; thence N 89°32'34" E 1148.09 feet; thence N 01°00'31" W 200.01 feet; thence S 89°32'34" W 1106.27 feet; thence S 45°22'41" W 57.96 feet, more or less, to the West boundary of said Southeast Quarter; thence S 01°03'48" E, along said West boundary, 159.63 feet, more or less, to the true point of beginning.

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1005.55 feet to the true point of beginning; thence continuing N 01°03'48" W, along said West boundary, 200.01 feet; thence N 89°32'34" E 1148.09 feet; thence S 01°00'31" E 200.01 feet; thence S 89°32'34" W 1147.90 feet, more or less, to the true point of beginning.



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PARCEL B & C OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NUMBER 200008080035, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AND THAT PORTION OF PARCEL D OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NUMBER 200008080035, RECORDS OF KITTITAS COUNTY, WASHINGTON WHICH LIES SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 01°03'48" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 89°32'34" EAST 1,147.90 FEET MORE OR LESS TO THE EAST BOUNDARY OF SAID PARCEL D AND THE TERMINUS OF SAID LINE.



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Exhibit B

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1205.57 feet; thence N 89°32'34" E 1148.09 feet; thence N 01°00'31" W 200.01 feet to the true point of beginning; thence S 89°32'34" W 1106.27 feet; thence N 45°22'41" E 315.05 feet; thence N 89°32'34" E 878.17 feet; thence S 01°00'31" E 219.51 feet, more or less, to the true point of beginning.

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1205.57 feet to the true point of beginning; thence N 89°32'34" E 1148.09 feet; thence N 01°00'31" W 200.01 feet; thence S 89°32'34" W 1106.27 feet; thence S 45°22'41" W 57.96 feet, more or less, to the West boundary of said Southeast Quarter; thence S 01°03'48" E, along said West boundary, 159.63 feet, more or less, to the true point of beginning.

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1005.55 feet to the true point of beginning; thence continuing N 01°03'48" W, along said West boundary, 200.01 feet; thence N 89°32'34" E 1148.09 feet; thence S 01°00'31" E 200.01 feet; thence S 89°32'34" W 1147.90 feet, more or less, to the true point of beginning.

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01°03'48" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET; THENCE NORTH 89°32'34" EAST 1,147.90 FEET; THENCE NORTH 01°00'31" WEST 619.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°32'34" WEST 878.17 FEET TO THE WEST BOUNDARY OF PARCEL D OF THAT CERTAIN SURVEY FILED IN BOOK 25 OF SURVEYS PAGES 95 AND 96 UNDER AUDITOR'S FILE NUMBER 200008080035 RECORDS OF KITTITAS COUNTY, WASHINGTON; THENCE NORTH 45°22'41" EAST ALONG SAID WEST BOUNDARY 378.39 FEET TO THE NORTH BOUNDARY OF SAID PARCEL D; THENCE NORTH 89°39'40" EAST ALONG SAID NORTH BOUNDARY 483.86 FEET; THENCE SOUTH 01°00'31" EAST 262.40 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.



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Exhibit C

PARCEL B & C OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NUMBER 200008080035, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AND THAT PORTION OF PARCEL D OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NUMBER 200008080035, RECORDS OF KITTITAS COUNTY, WASHINGTON WHICH LIES SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 01°03'48" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 89°32'34" EAST 1,147.90 FEET MORE OR LESS TO THE EAST BOUNDARY OF SAID PARCEL D AND THE TERMINUS OF SAID LINE.

AND THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01°03'48" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET; THENCE NORTH 89°32'34" EAST 1,147.90 FEET; THENCE NORTH 01°00'31" WEST 619.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°32'34" WEST 878.17 FEET TO THE WEST BOUNDARY OF PARCEL D OF THAT CERTAIN SURVEY FILED IN BOOK 25 OF SURVEYS PAGES 95 AND 96 UNDER AUDITOR'S FILE NUMBER 200008080035 RECORDS OF KITTITAS COUNTY, WASHINGTON; THENCE NORTH 45°22'41" EAST ALONG SAID WEST BOUNDARY 378.39 FEET TO THE NORTH BOUNDARY OF SAID PARCEL D; THENCE NORTH 89°39'40" EAST ALONG SAID NORTH BOUNDARY 483.86 FEET; THENCE SOUTH 01°00'31" EAST 262.40 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.



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Exhibit D

AN EASEMENT 20 FEET IN WIDTH, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON; THENCE NORTH $01^{\circ}03'48''$ WEST, ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER, 1,005.55 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH $89^{\circ}32'34''$ EAST 1,147.90 FEET; THENCE NORTH $89^{\circ}45'30''$ EAST 1,544.12 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF FOX ROAD AND THE TERMINUS OF SAID LINE. THE SIDE LINES OF SAID EASEMENT ARE TO BE EXTENDED TO INTERSECT THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER AND THE WEST RIGHT OF WAY BOUNDARY OF FOX ROAD.



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Exhibit E

AN EASEMENT 10 FEET IN WIDTH LYING WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON; THENCE NORTH $01^{\circ}03'48''$ WEST, ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER, 1,005.55 FEET; THENCE NORTH $89^{\circ}32'34''$ EAST 1,147.90 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH $01^{\circ}00'31''$ WEST 619.53 FEET TO THE END OF SAID LINE AND SAID EASEMENT.



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Exhibit F

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH $01^{\circ}03'48''$ WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET; THENCE NORTH $89^{\circ}32'34''$ EAST 1,147.90 FEET; THENCE NORTH $01^{\circ}00'31''$ WEST 619.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}32'34''$ WEST 878.17 FEET TO THE WEST BOUNDARY OF PARCEL D OF THAT CERTAIN SURVEY FILED IN BOOK 25 OF SURVEYS PAGES 95 AND 96 UNDER AUDITOR'S FILE NUMBER 200008080035 RECORDS OF KITTITAS COUNTY, WASHINGTON; THENCE NORTH $45^{\circ}22'41''$ EAST ALONG SAID WEST BOUNDARY 378.39 FEET TO THE NORTH BOUNDARY OF SAID PARCEL D; THENCE NORTH $89^{\circ}39'40''$ EAST ALONG SAID NORTH BOUNDARY 483.86 FEET; THENCE SOUTH $01^{\circ}00'31''$ EAST 262.40 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TREASURER'S USE ONLY	RECORDER'S USE ONLY
	<div data-bbox="621 600 1101 705" style="text-align: center;">  <p>Kittitas Co Auditor SLOTHOWER</p> </div> <div data-bbox="1105 606 1328 716" style="text-align: right;"> <p>200207250008 Page: 1 of 8 07/25/2002 12:34P COV 28.00</p> </div>

After recording return to:

JEFF SLOTHOWER
Lathrop, Winbauer, Harrel & Slothower L.L.P.
PO Box 1088
Ellensburg, WA 98926

Document Title: Declaration of Protective Covenants, Conditions and Restrictions

Grantors: BMJ PARTNERSHIP

Legal Description: SE ¼ S32, T18N, R20 EWM

Assessor's Tax
Parcel Number:

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Protective Covenants, Conditions and Restrictions (hereinafter "Declaration") is made and executed by BMJ PARTNERSHIP, (hereinafter "Developer" or "Declarants") this 16th day of July, 2002.

Jeff Slothower
Lathrop, Winbauer, 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



WITNESSETH:

WHEREAS, Developer is the owner of real property located in Kittitas County, Washington, and more particularly described herein in paragraph 1.1 (hereinafter the "Property"); and

WHEREAS, Developer intends to develop a residential development on the property (the "Development"); and

WHEREAS, it is the intent of the Developer 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 Developer desires a means to preserve and protect the intended character of the Property;

NOW, THEREFORE,

Developer declares that all of the Property shall be held, sold and conveyed subject to the following easements, agreements, restrictions, covenants, conditions, reservations, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, agreements, restrictions, covenants, conditions, reservations, charges, and liens 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 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.

I. DEFINITIONS

1.1 The words "Property" and "Development", shall mean and refer to all the real property legally described on Exhibit A attached hereto and incorporated herein by reference.

1.2 The word(s) "Lot(s)" or "Parcel(s)" shall mean the property legally described on Exhibit A.

1.3 The word "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 or part of the property subject to these Covenants, Conditions and Restrictions. The word Lot owner shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot; and including liens and easement holders and tenants or other persons in possession; a possessory right to occupy a lot subject to these Covenants, Conditions and Restrictions, including but not



limited to tenants, individuals and/or entities not holding fee title, a vendee's interest under a real estate contract, or any subtenants.

II. PROPERTY SUBJECT DECLARATIONS.

2.1 The restrictions, covenants, conditions, reservations charges and liens shall run with the Property legally described in Paragraph 1.1 and shall be binding on all of the Lot Owners, their successors and assigns, These covenants, conditions, reservations and restrictions are intended to burden and benefit the Property legally described in Paragraph 1.1.

III. PROPERTY RESTRICTIONS

3.2 The property legally described herein on Exhibit B shall not at any point in time, now or in the future, be allowed to access and use "Falcon Ridge Road" as Falcon Ridge Road is now constructed. If, in the future, any owner of the property legally described on Exhibit B desires to have access from Falcon Ridge Road then that owner, at owner's sole cost and expense, shall be required to make improvements on Falcon Ridge Road as determined by the Kittitas County Road Standards, as administered by the Kittitas County Department of Public Works. Said improvements may include, but are not limited to, adding additional gravel, paving and such other improvements as may be required in the future under the Kittitas County Road Standards.

IV. TERM OF COVENANT

4.1 The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property in perpetuity.

V. ENFORCEMENT

5.1 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 or owner of benefited property, joining with other Lot Owners or individually, 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 and restrictions or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought by any Lot Owner or owner of benefited property to enforce the terms and conditions of these covenants, conditions, and restrictions 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



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Kittitas Co Auditor SLOTHOWER

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. Venue for such proceedings shall be in Kittitas County, Washington. Failure by a Lot Owner to enforce any restriction, condition or covenant of this Declaration shall in no event be deemed a waiver of the right of that Lot Owner or Lot Owners to enforce any restriction, condition, or covenant of this Declaration in the future. If any portion of this Declaration is and/or becomes unenforceable, the remainder of said Declaration shall be unchanged and in full force and effect.

5.2 If any term, covenant or condition of these Covenants or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of these Covenants 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.

IN WITNESS WHEREOF, the undersigned being the Developer herein has hereunto set their hand and seal as of the 16th day of July, 2002.

BMJ PARTNERSHIP:

Steve M. Bare
STEVE BARE

Chris Marchel
CHRIS MARCHEL

[Signature]
STEVE JOHNSON

Jeff Slothower
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.
Attorneys at Law
PO Box 1088/201 West 7th Avenue
Ellensburg, WA 98926
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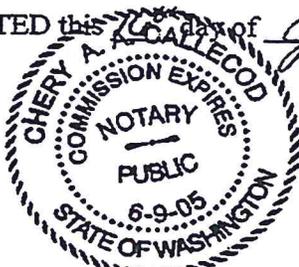


STATE OF WASHINGTON)
)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that STEVE BARE is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of BMJ Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 20th day of July, 2002.



Chery A. Callecot

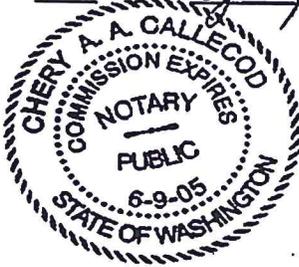
Printed Name: CHERY A.A. CALLECOT
Notary Public in and for the State of Washington.
My appointment expires: 6-9-05

STATE OF WASHINGTON)
)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that CHRIS MARCHEL is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of BMJ Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 16th day of July, 2002.



Chery A. Callecot

Printed Name: CHERY A.A. CALLECOT
Notary Public in and for the State of Washington.
My appointment expires: 6-9-05

Jeff Slothower
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.
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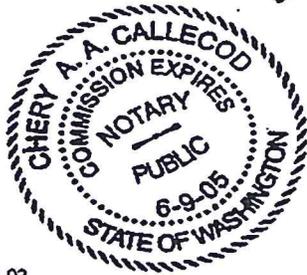
Kittitas Co Auditor SLOTHOWER

STATE OF WASHINGTON)
)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that STEVE JOHNSON is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of BMJ Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 16th day of July, 2002.



Chery A.A. Callecod
Printed Name: CHERY AA CALLECOD
Notary Public in and for the State of Washington.
My appointment expires: 6-9-05

jj/jbm/bmj/ccr 7-15-02

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Kittitas Co Auditor SLOTHOWER

Exhibit A

Legal Description of Property:

Beginning at the Southwest corner of said Southeast Quarter thence North $01^{\circ}03'48''$ West along the West boundary of said Southeast quarter 1,005.55 feet; thence north $89^{\circ}32'234''$ East 1,147.90 feet; thence North $01^{\circ}00'31''$ West 619.53 feet to the true point of beginning; thence south $89^{\circ}32'34''$ West 878.17 feet to the west boundary of Parcel D of that certain survey filed in Book 25 of Surveys pages 95 and 96 under Auditor's File No. 200008080035, records of Kittitas County, Washington; thence North $45^{\circ}22'41''$ east along said west boundary 378.39 feet to the north boundary of said Parcel D; thence north $89^{\circ}39'40''$ East along said north boundary and boundary projected 604.21 feet; thence South $01^{\circ}00'31''$ East 262.40 feet more or less to the true point of beginning; being a portion of the Southeast quarter of Section 32, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

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COV 28.00

Kittitas Co Auditor SLOTHOWER

Exhibit B

Property Restricted from Accessing Falcon Road:

Lots B1, B2, B3 and B4 of that certain survey as recorded June 18, 2002 in Book 27 of Surveys, at page 188, under Auditor's File No. 200206180030, records of Kittitas County, Washington; being a portion of the Southeast quarter of Section 32, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

TREASURER'S USE ONLY	RECORDER'S USE ONLY
	 <p>200210090001 Page: 1 of 11 10/09/2002 10:02A DCL 29.00</p>
	<p>Kittitas Co Auditor J SLOTHOWER</p>

After recording return to:

JEFF SLOTHOWER
Lathrop, Winbauer, Harrel & Slothower L.L.P.
PO Box 1088
Ellensburg, WA 98926

Document Title:	OWNER'S DECLARATION
Grantors:	JBM PARTNERSHIP
Legal Description:	Lots B1, B2, B3 and B4 of Surveys, recorded in Book 27 of Surveys, page 230, at AFN 200207250021
Assessor's Tax Parcel Number:	18-20-32051-0001; 18-20-32051-0002; 18-20-32051-0003; 18-20-32051-0004

OWNER'S DECLARATION

This Declaration of Protective Covenants, Conditions and Restrictions (hereinafter "Declaration") is made and executed by JBM PARTNERSHIP, (hereinafter "Developer" or "Declarants") this 8th day of October, 2002.

Jeff Slothower
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.
Attorneys at Law
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WITNESSETH:

WHEREAS, Developer is the owner of real property located in Kittitas County, Washington, and more particularly described herein in paragraph 1.1 (hereinafter the "Property"); and

WHEREAS, Developer intends to develop a residential development on the property (the "Development"); and

WHEREAS, it is the intent of the Developer 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 Developer desires a means to preserve and protect the intended character of the Property;

NOW, THEREFORE,

Developer declares that all of the Property shall be held, sold and conveyed subject to the following easements, agreements, restrictions, covenants, conditions, reservations, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, agreements, restrictions, covenants, conditions, reservations, charges, and liens 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 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.

I. DEFINITIONS

1.1 The words "Property" and "Development", shall mean and refer to all the real property legally described as Lots B-1, B-2, B-3 and B-4 of Surveys recorded in Book 27 of Surveys at page 230 under Auditor's File No. 200207250021, records of Kittitas County, State of Washington, being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington ("BMJ Short Plat").

1.2 The word(s) "Lot(s)" or "Parcel(s)" shall mean Lots B-1, B-2, B-3 and B-4.

1.3 The word "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 or part of the property subject to these Covenants, Conditions and Restrictions. The word Lot owner shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot; and including liens and easement holders and tenants or other persons in possession; a possessory

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right to occupy a lot subject to these Covenants, Conditions and Restrictions, including but not limited to tenants, individuals and/or entities not holding fee title, a vendee's interest under a real estate contract, or any subtenants.

1.4 The Phrase "KRD" shall mean the Kittitas Reclamation District and its successors and assigns.

II. PROPERTY SUBJECT DECLARATIONS.

2.1 The easements, restrictions, covenants, conditions, reservations charges and liens shall run with the Property legally described in Paragraph 1.1 and shall be binding on all of the Lot Owners, their successors and assigns, These covenants, conditions, reservations and restrictions are intended to burden and benefit the Property legally described in Paragraph 1.1.

III. PROPERTY RESTRICTIONS

3.1 Peace and Enjoyment of Property. Each lot owner shall use their respective lot for their own enjoyment and in such a manner as to not offend other lot owners or all other lot owners' use and enjoyment of their respective lots.

3.2 Permitted Activities. No Lot Owner shall carry on any activity of any nature whatsoever on the Property 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.

3.3 Structures on Lots.

3.3.1 No pre-manufactured home or modular home which is older than five (5) years shall be allowed to be placed on or erected on any Lot, regardless of whether said placement is temporary or permanent.

3.3.2 Garages and outbuildings shall be allowed to be constructed on a Lot; however, all garages constructed on a Lot shall be a minimum size of 20 feet by 20 feet.

3.4 Irrigation Drainage. Each property owner agrees to allow and provide in a reasonable manner for the passage of irrigation and drainage water in the existing ditches across their properties. All tracts or parcels through which said ditches run shall be subject to reservations of easements and rights of way for use and maintenance of said irrigation and drainage ditches.

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3.5 Condition of Lot. Each Lot shall be maintained in a clean, sanitary condition at all times and shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, abandoned vehicles, equipment (other than farm equipment), and building materials (temporary storage during construction phases excluded).

3.6 Agricultural Use. All Lot Owners understand and acknowledge they have been informed that the Property is located in an active agricultural area in which a specific right to farm law exists. All owners of Lots understand that, in the normal management of agricultural or related activities, there will be noise, dust, distribution of airborne particulate matter, and other effects from the operation of farm equipment, irrigation pumps, and there will be movement of agricultural equipment and/or animals. The Lot Owner is aware that, in an agricultural area, both ground and aerial application of seed, fertilizers, conditioners, herbicides, insecticides, and related plant protection and development products occur on a regular basis. The Lot Owner further understands and agrees that agricultural activities occur in both daylight and at night and not during any particular time. The Lot Owner understands that, by owning a Lot, he will be subjected to all of the above and possibly additional activities and/or situations that may be perceived as a nuisance but which are the result of normal ongoing agricultural activities. A Lot Owner is precluded from commencing any legal activity or any kind of a lawsuit in any court of competent jurisdiction alleging damages from the result of normal and non-negligent agricultural activities.

3.7 Open Space Taxation. As of the making of this Declaration, the Property is designated as open space and is taxed at a special use rate. The sale of the property or any portion thereof may result in the property sold not being eligible for special use taxation rates. In the event that occurs, there may be interest, penalties and additional taxes due. The purchaser of the property or any part of the property shall be responsible for payment of any and all interest, penalties and additional taxes incurred and shall save and hold Declarant harmless therefrom.

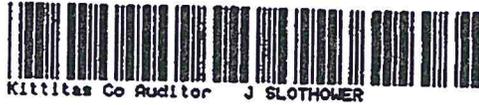
IV. EASEMENT

4.1 Access Easement.

4.1.1 Location. The Declarants hereby grant, declare, reserve, convey and establish a nonexclusive, perpetual easement described as "Easement P" on that certain survey recorded July 25, 2002 under Auditor's File No. 2002072500021. Said easement is for ingress, egress, access and utility access to and from Lots B-1, B-2, B-3 and B-4. Said easement benefits Lots B-1, B-2, B-3 and B-4 (hereinafter "Benefited Property"). Said easement burdens Lots B-1, B-2, B-3 and B-4.

4.1.2 Use. The Access Easement is to be used by the owner(s) of the Benefited Property, their successors and assigns, and their respective lessees, sub-lessees, tenants, subtenants, business invitees employees, and agents for the purposes of ingress and

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egress and access to the Benefited Property. As used herein, the word "access" shall mean and include the right of ingress and egress by vehicle and/or pedestrian traffic. Declarants further acknowledge that the easement described can also be used by the owners of the Benefited Property, and each of their successors and assigns for the purposes of constructing, maintaining, repairing and operating underground utilities, including, without limitation, sanitary sewer, water, electricity, telephone, communication and drainage on, under and across such easement area for the benefit of the Benefited Property. Notwithstanding anything contained herein to the contrary, each lot owner and their successors and assigns, shall be fully responsible and shall promptly pay all real estate taxes and assessments, whether special or general, which relate to the fee ownership of their respective easement area.

4.1.3 Maintenance of the Access Easement. The term "maintenance" as used herein shall be defined to mean the filling of potholes, grading, repair of culverts or bridges, and other maintenance necessary to provide a reasonably smooth unpaved road, as now exists.

4.1.3.1 Any improvement of the easement road in excess of any required maintenance shall not be undertaken without the express approval of all parties who share in the use of that portion of the easement road south to be improved. If any of the users do not consent to the improvement of the road and the remainder of users decide or desire to improve the road by either paving, oiling, etc. such may be accomplished but without charge to the non-consenting party.

4.1.3.2 The method of allocation of maintenance expense for the road shall be divided equally amongst all parcels regardless of frequency of use, such that each parcel benefited by the easement described herein shall pay one-fourth (1/4) each for all assessments for maintenance, snow removal, repair, and all other expenses reasonably associated with the easement.

4.1.3.3 The required level of maintenance shall be a gravel surface roadway of at least 22 feet in width, including all necessary drainage, ditches, culverts and snow removal, with a 75-foot radius cul-de-sac at the end of said easement.

4.1.3.4 There shall be no gates, cattle guards, fences or other restrictions placed on or across the roadway. The roadway shall be for the benefit and use of each parcel, their guests and invitees.

4.1.3.5 It shall be the responsibility of the owners of the parcels to participate as members of the road committee and said committee shall select, by majority vote, a road manager who shall be responsible for maintenance, snow removal, assessment and the other duties as to the maintenance of the road and the conditions set forth herein. The affirmative vote of four members shall be required to assess expenses associated with the road or further development of said road.

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4.1.4 Utilities. At such time as the owners of the Benefited Property desire to utilize the Access Easement for the purposes of bringing utilities, as above described to any of the benefited parcels, the cost of installing, maintaining, repairing, enlarging or improving said utilities, shall be the sole and separate responsibility and obligation of the owners of the parcel desiring to bring the utilities to a parcel. If more than one owner desires to install utilities in the easement, then the cost shall be shared equally among all of those lots using the utilities.

4.1.5 Maintenance of the Surface of the Access Easement. If and when the owners of a benefited parcel utilize the Access Easement, either for the construction of a road or for the extension of utilities to a Parcel or to repair, enlarge or improve the Access Easement for any reason, the owners of the Parcels desiring or necessitating the installation, maintenance, repair, enlargement or improvement, at the conclusion of said maintenance, repair, enlargement or improvement of said road or utilities located on the Access Easement shall have the obligation of returning the surface area of the easement to the condition it was in prior to the installation, maintenance, repair, enlargement, or improvement which resulted in a disturbance of the surface (excluding the improved road surface). The cost of returning the surface to its prior condition shall be the sole and separate responsibility and obligation of the owners of Parcels desiring or necessitating the activity which resulted in the cost and if said activity benefits more than one parcel, then the cost shall be borne pro rata by the number of parcels necessitating or desiring the activity generating the cost.

4.2 Irrigation Water and Irrigation Easement.

4.2.1 Irrigation Distribution System. Developer will provide one irrigation riser to each parcel's property line for the benefit of Lots B-1, B-2 and B-3. The Lot Owner and its successors and assigns shall be responsible for any and all costs associated with the irrigation distribution system on each individual parcel. The Lot Owner shall further be responsible for the installation of a water meter on each parcel and will pay any and all costs associated with the installation of said water meter. The irrigation line serving each lot is described in a document recorded under Auditor's File No. 200106260036 and the terms and conditions under which the irrigation water and irrigation easement for the existing pipeline are to be used are set forth in Covenants, Conditions and Restrictions that were filed of record under Auditor's File No. 200106260036. The irrigation water delivery line serving Lot B-1 is located on an easement identified as 20 feet in width, ten (10) feet on either side of the line, running north-south and dividing Lots B-2 and B-3 as designated on BMJ Short Plat. Paragraph 4.2.5 of the Covenants, Conditions and Restrictions recorded under Auditor's File No. 200106260036 provides that additional property will be subdivided and the subdivided property will be entitled to be benefited and burdened by the irrigation easement. As a result, paragraph 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7 of those Covenants, Conditions and Restrictions set forth at Auditor's File No. 200106260036 are hereby adopted and incorporated herein by reference. For ease of reference, said paragraphs have been re-numbered as Paragraphs 4.2.2, 4.2.3, 4.2.4, 4.2.5 and 4.2.6,

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respectively, to correspond with this Agreement and are reprinted as follows with a change in paragraph 4.2.8:

4.2.2 Maintenance. In the event it is necessary to repair, maintain, enlarge, or replace the existing irrigation distribution system located on the irrigation easements described herein, the owners of the benefited parcels shall contribute their pro rata share of the cost of said repair, maintenance, enlargement or replacement, including any and all costs associated with electrical charges, hook up fees, etc. associated with the irrigation system pump.

4.2.3 Repair of Surface. In the event that the repair, maintenance, enlargement or replacement of the existing irrigation distribution system located above described results in the surface area being disturbed, the surface shall be returned to the condition it was in prior to the repair, maintenance, enlargement or replacement of the irrigation distribution system; provided, however, that the cost of restoring the condition of the surface shall be part of the cost of the repair, maintenance, enlargement, or replacement and shall be paid as provided above.

4.2.4 Additional Property Served by the Irrigation Easement. It is contemplated that the property legally described on Exhibit C ("Exhibit C Property") will be subdivided in the future. The subdivided parcels shall be benefited and burdened by the irrigation easement in the same manner as the Exhibit C Property is benefited and burdened.

4.2.5 Allocation of KRD Water. Certain portions of the benefited and burdened parcels are entitled to receive water delivered by the KRD. The KRD delivers the water to the property at a point where the line legally described on Exhibit D, described above, intersects the eastern boundary of the Exhibit C Property. It is the responsibility of the benefited parcels to deliver KRD water to the benefited parcels. It is further the responsibility of the benefited parcels to install a water meter to the benefited parcels to measure each parcel's own use of water. The Developer who shall act as the water master until such time as each and every lot has been sold. After said lots have been sold, the Developer will no longer act as water master and the water master shall be an individual or individuals elected by majority vote of the benefited lot owners each year on or about March 15 including those lot owners benefited by these Covenants and by the Covenants recorded under Auditor's File No. 200106260036. The water master shall be responsible for taking water orders from benefited parcels, communicating those water orders to the KRD, distributing the water to the benefited parcels and arranging for necessary maintenance. The costs incurred by the water master shall be considered maintenance costs and paid pro rata by the benefited parcels. Disputes which must be resolved or decisions which must be made relative to the delivery of KRD water shall be decided by majority vote of the benefited parcels at any meeting called by the water master. Benefited lot owners may vote on any matter requiring a vote in person or by written proxy.

4.2.6 Restriction on Use. The water master shall have the authority to adopt such rules and regulations as are necessary to efficiently deliver irrigation water to all of the

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benefited property. This may include, but not be limited to, the right to designate days when specific lots can and cannot irrigate.

V. TERM OF COVENANT

5.1 The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property for twenty-five (25) 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 so long as the amendment has been signed by at least 90% of the Lot Owners of record at the time of the amendment. The easements set forth herein are perpetual.

VI. ENFORCEMENT

6.1 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 or owner of benefited property, joining with other Lot Owners or individually, 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 and restrictions or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought by any Lot Owner or owner of benefited property to enforce the terms and conditions of these covenants, conditions, and restrictions 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. Venue for such proceedings shall be in Kittitas County, Washington. Failure by a Lot Owner to enforce any restriction, condition or covenant of this Declaration shall in no event be deemed a waiver of the right of that Lot Owner or Lot Owners to enforce any restriction, condition, or covenant of this Declaration in the future. If any portion of this Declaration is and/or becomes unenforceable, the remainder of said Declaration shall be unchanged and in full force and effect.

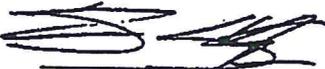
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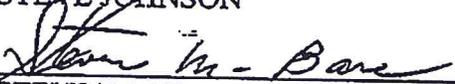


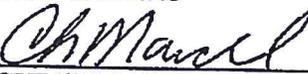
6.2 If any term, covenant or condition of these Covenants or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of these Covenants or the application of such term, covenant or condition to persons or circumstances other than those as to which 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.

IN WITNESS WHEREOF, the undersigned being the Developer herein has hereunto set their hand and seal as of the 7 day of Oct, 2002.

JBM PARTNERSHIP:



STEVE JOHNSON


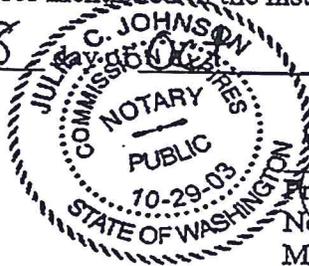
STEVE BARE


CHRIS MARCHEL

STATE OF WASHINGTON)
)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that STEVE JOHNSON is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of JBM Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 8 day of Oct, 2002.





Printed Name: JULIE C. JOHNSON
Notary Public in and for the State of Washington.
My appointment expires: 10-29-03

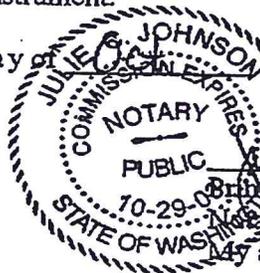
Jeff Slothower
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STATE OF WASHINGTON)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that STEVE BARE is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of JBM Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 7 day of Oct, 2002.

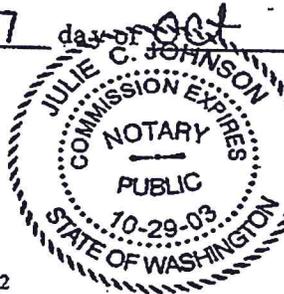


Julie C Johnson
Printed Name: JULIE C. JOHNSON
Notary Public in and for the State of Washington.
My appointment expires: 10-29-03

STATE OF WASHINGTON)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that CHRIS MARCHEL is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of JBM Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 7 day of Oct, 2002.



Julie C Johnson
Printed Name: JULIE C. JOHNSON
Notary Public in and for the State of Washington.
My appointment expires: 10-29-03

jj/jbm/covenants/October 7, 2002



Exhibit A

Legal Description of Property:

Lots B1, B2 and B3 of the JBM Short Plat (KCSP No. 01-15) as per Short Plats recorded in Book F of Short plats, pages 191-193 under Auditor's File No. 200112040015, records of Kittitas County, State of Washington, being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

EXCEPT the westerly 229.08 feet (when measured at right angles to the west boundary thereof) of Lot B1 of JBM Short Plat (KCSP No. 01-15) as per Short Plat recorded in Book F of Short Plats, pages 191 to 193 under Auditor's File No. 200112040015, records of Kittitas County, State of Washington, being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, except the north 34.623 feet (when measured at right angles to the north boundary) thereof.

and EXCEPT that portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington which is bounded by a line described as follows:

Beginning at the Southwest corner of said Southeast quarter; thence North 01 °03'48" West, 55.00 feet, along the West boundary of said Southeast Quarter, to the North right-of-way boundary of the Vantage Highway; thence North 89 °39'40" East along said north right-of-way boundary, 458.21 feet to the true point of beginning; thence North 01 °03'48" West 915.53 feet; thence North 89 °32'33" East 229.00 feet; thence South 01 °03'47" East, 916.00 feet, more or less, to the north right-of-way boundary of the Vantage Highway; thence South 89 °39'40" West along said North right-of-way boundary, 229.00 feet, more or less to the true point of beginning.

and EXCEPT that portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest corner of said Southeast Quarter; thence North 01 °03'48" West, 55.00 feet, along the West boundary of said Southeast Quarter, to the North right-of-way boundary of the Vantage Highway; thence North 89 °39'40" East, 915.96 feet along said North right-of-way boundary to the true point of beginning; thence North 01 °03'46" west, 914.33 feet; thence North 89 °32'33" East, 228.70 feet; thence South 01 °03'44" East, 914.80 feet, more or less, to the North right-of-way boundary of the Vantage Highway; thence South 89 °39'40" West along said right of way boundary 228.70 feet, more or less, to the true point of beginning.

And Parcel C of that certain survey as recorded August 8, 2000, in Book 25 of Surveys at pages 95 and 96, under Auditor's File No. 200008080035, records of Kittitas County, State of Washington; being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington. Except the West 832.16 feet, when measured at right angles to the west boundary thereof.

Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F

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Document Title: **OWNER'S DECLARATION**

Grantors: **MJB PARTNERSHIP** 28

Legal Description: **Lots B4A, B4B, B4C and B4D of Surveys, recorded in Book 28 or Surveys, page 230 at AFN 200307250021 231, AFN 200304240051**

Assessor's Tax Parcel Number: **18-20-32052-0001; 18-20-32052-0002; 18-20-32052-0003; 18-20-32052-0004**

OWNER'S DECLARATION
NOTE: Rerecorded to correct Paragraph 4.1.1 - Location of Easement R, and correct legal description.
This Declaration of Protective Covenants, Conditions and Restrictions (hereinafter "Declaration") is made and executed by MJB PARTNERSHIP, (hereinafter "Developer" or "Declarants") this 5th day of January, 2003. 2004

WITNESSETH:

WHEREAS, Developer is the owner of real property located in Kittitas County, Washington, and more particularly described herein in paragraph 1.1 (hereinafter the "Property"); and

WHEREAS, Developer intends to develop a residential development on the property (the "Development"); and

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WHEREAS, it is the intent of the Developer 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 Developer desires a means to preserve and protect the intended character of the Property;

NOW, THEREFORE,

Developer declares that all of the Property shall be held, sold and conveyed subject to the following easements, agreements, restrictions, covenants, conditions, reservations, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, agreements, restrictions, covenants, conditions, reservations, charges, and liens 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 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.

L DEFINITIONS

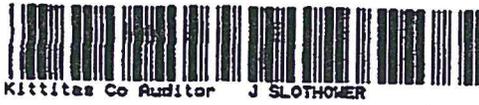
1.1 The words "Property" and "Development", shall mean and refer to all the real property legally described as Lots B4A, B4B and B4C and B4D recorded in Book 28 of Surveys at page 231 under Auditor's File No. 200304240051, records of Kittitas County, State of Washington, being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington ("BMJ Short Plat").

1.2 The word(s) "Lot(s)" or "Parcel(s)" shall mean Lots B4A, B4B and B4C and B4D.

1.3 The word "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 or part of the property subject to these Covenants, Conditions and Restrictions. The word Lot owner shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot; and including liens and easement holders and tenants or other persons in possession; a possessory right to occupy a lot subject to these Covenants, Conditions and Restrictions, including but not limited to tenants, individuals and/or entities not holding fee title, a vendee's interest under a real estate contract, or any subtenants.

1.4 The Phrase "KRD" shall mean the Kittitas Reclamation District and its successors and assigns.

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II. PROPERTY SUBJECT DECLARATIONS.

2.1 The easements, restrictions, covenants, conditions, reservations charges and liens shall run with the Property legally described in Paragraph 1.1 and shall be binding on all of the Lot Owners, their successors and assigns, These covenants, conditions, reservations and restrictions are intended to burden and benefit the Property legally described in Paragraph 1.1.

III. PROPERTY RESTRICTIONS

3.1 Peace and Enjoyment of Property. Each lot owner shall use their respective lot for their own enjoyment and in such a manner as to not offend other lot owners or all other lot owners' use and enjoyment of their respective lots.

3.2 Permitted Activities. No Lot Owner shall carry on any activity of any nature whatsoever on the Property 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.

3.3 Structures on Lots.

3.3.1 No pre-manufactured home or modular home which is older than five (5) years shall be allowed to be placed on or erected on any Lot, regardless of whether said placement is temporary or permanent.

3.3.2 Garages and outbuildings shall be allowed to be constructed on a Lot; however, all garages constructed on a Lot shall be a minimum size of 20 feet by 20 feet.

3.4 Irrigation Drainage. Each property owner agrees to allow and provide in a reasonable manner for the passage of irrigation and drainage water in the existing ditches across their properties. All tracts or parcels through which said ditches run shall be subject to reservations of easements and rights of way for use and maintenance of said irrigation and drainage ditches.

3.5 Condition of Lot. Each Lot shall be maintained in a clean, sanitary condition at all times and shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, abandoned vehicles, equipment (other than farm equipment), and building materials (temporary storage during construction phases excluded).

3.6 Agricultural Use. All Lot Owners understand and acknowledge they have been informed that the Property is located in an active agricultural area in which a specific right to farm law exists. All owners of Lots understand that, in the normal management of agricultural



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or related activities; there will be noise, dust, distribution of airborne particulate matter, and other effects from the operation of farm equipment, irrigation pumps, and there will be movement of agricultural equipment and/or animals. The Lot Owner is aware that, in an agricultural area, both ground and aerial application of seed, fertilizers, conditioners, herbicides, insecticides, and related plant protection and development products occur on a regular basis. The Lot Owner further understands and agrees that agricultural activities occur in both daylight and at night and not during any particular time. The Lot Owner understands that, by owning a Lot, he will be subjected to all of the above and possibly additional activities and/or situations that may be perceived as a nuisance but which are the result of normal ongoing agricultural activities. A Lot Owner is precluded from commencing any legal activity or any kind of a lawsuit in any court of competent jurisdiction alleging damages from the result of normal and non-negligent agricultural activities.

3.7 Open Space Taxation. As of the making of this Declaration, the Property is designated as open space and is taxed at a special use rate. The sale of the property or any portion thereof may result in the property sold not being eligible for special use taxation rates. In the event that occurs, there may be interest, penalties and additional taxes due. The purchaser of the property or any part of the property shall be responsible for payment of any and all interest, penalties and additional taxes incurred and shall save and hold Declarant harmless therefrom.

IV. EASEMENT

4.1 Access Easement.

4.1.1 Location of Easement R. The Declarants hereby grant, declare, reserve, convey and establish a nonexclusive, perpetual easement described as "Easement R" on that certain survey recorded under Auditor's File No. 200304240052-1. Said easement is for ingress, egress, access and utility access to and from B4B and B4C. Said easement benefits Lots B4B and B4C (hereinafter "Benefited Property"). Said easement burdens Lots B4B, B4C, and B4D.

4.1.2 Location of Easement P. The Declarants previously granted, declared, reserved, conveyed and established a nonexclusive, perpetual easement described as "Easement P" on that certain survey recorded under Auditor's File No. 200207250021. Said easement is for ingress, egress, access and utility access to and from B4A and those lots set out and identified in paragraph 4 in the Owners Declaration, filed under Kittitas County Auditor's File No. 200210090001. Provided, however, that declarant owns all of Lot B4 described in the Owner's Declaration filed under Auditor's File No. 200210090001 and hereby declares that the only portion of Lot B4 which has a right to use and is benefited by Easement P is Lot B4A, as depicted on that certain survey recorded under Auditor's File No. 200207250001. subject to the terms and conditions set forth in the Owner's Declaration recorded under Auditor's File No. 200210090001.

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4.1.3 Use. The Access Easement is to be used by the owner(s) of the Benefited Property, their successors and assigns, and their respective lessees, sub-lessees, tenants, subtenants, business invitees employees, and agents for the purposes of ingress and egress and access to the Benefited Property. As used herein, the word "access" shall mean and include the right of ingress and egress by vehicle and/or pedestrian traffic. Declarants further acknowledge that the easement described can also be used by the owners of the Benefited Property, and each of their successors and assigns for the purposes of constructing, maintaining, repairing and operating underground utilities, including, without limitation, sanitary sewer, water, electricity, telephone, communication and drainage on, under and across such easement area for the benefit of the Benefited Property. Notwithstanding anything contained herein to the contrary, each lot owner and their successors and assigns, shall be fully responsible and shall promptly pay all real estate taxes and assessments, whether special or general, which relate to the fee ownership of their respective easement area.

4.1.4 Maintenance of the Access Easement. The term "maintenance" as used herein shall be defined to mean the filling of potholes, grading, repair of culverts or bridges, and other maintenance necessary to provide a reasonably smooth unpaved road, as now exists.

4.1.4.1 Any improvement of the easement road in excess of any required maintenance shall not be undertaken without the express approval of all parties who share in the use of that portion of the easement road south to be improved. If any of the users do not consent to the improvement of the road and the remainder of users decide or desire to improve the road by either paving, oiling, etc. such may be accomplished but without charge to the non-consenting party.

4.1.4.2 The method of allocation of maintenance expense for the road shall be divided equally amongst all parcels regardless of frequency of use, such that each parcel benefited by the easement described herein shall pay one-fourth (1/4) each for all assessments for maintenance, snow removal, repair, and all other expenses reasonably associated with the easement.

4.1.4.3 The required level of maintenance shall be a gravel surface roadway of at least 22 feet in width, including all necessary drainage, ditches, culverts and snow removal, with a 75-foot radius cul-de-sac at the end of said easement.

4.1.4.4 There shall be no gates, cattle guards, fences or other restrictions placed on or across the roadway. The roadway shall be for the benefit and use of each parcel, their guests and invitees.

4.1.4.5 It shall be the responsibility of the owners of the parcels to participate as members of the road committee and said committee shall select, by majority vote, a road manager who shall be responsible for maintenance, snow removal, assessment and the

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other duties as to the maintenance of the road and the conditions set forth herein. The affirmative vote of four members shall be required to assess expenses associated with the road or further development of said road.

4.1.5 Utilities. At such time as the owners of the Benefited Property desire to utilize the Access Easement for the purposes of bringing utilities, as above described to any of the benefited parcels, the cost of installing, maintaining, repairing, enlarging or improving said utilities, shall be the sole and separate responsibility and obligation of the owners of the parcel desiring to bring the utilities to a parcel. If more than one owner desires to install utilities in the easement, then the cost shall be shared equally among all of those lots using the utilities.

4.1.6 Maintenance of the Surface of the Access Easement. If and when the owners of a benefited parcel utilize the Access Easement, either for the construction of a road or for the extension of utilities to a Parcel or to repair, enlarge or improve the Access Easement for any reason, the owners of the Parcels desiring or necessitating the installation, maintenance, repair, enlargement or improvement, at the conclusion of said maintenance, repair, enlargement or improvement of said road or utilities located on the Access Easement shall have the obligation of returning the surface area of the easement to the condition it was in prior to the installation, maintenance, repair, enlargement, or improvement which resulted in a disturbance of the surface (excluding the improved road surface). The cost of returning the surface to its prior condition shall be the sole and separate responsibility and obligation of the owners of Parcels desiring or necessitating the activity which resulted in the cost and if said activity benefits more than one parcel, then the cost shall be borne pro rata by the number of parcels necessitating or desiring the activity generating the cost.

4.2 Irrigation Water and Irrigation Easement.

4.2.1 Irrigation Distribution System. Developer will provide one irrigation riser to each parcel's property line for the benefit of Lots B4A, B4B and B4C. The Lot Owner and its successors and assigns shall be responsible for any and all costs associated with the irrigation distribution system on each individual parcel. The Lot Owner shall further be responsible for the installation of a water meter on each parcel and will pay any and all costs associated with the installation of said water meter. The irrigation line serving each lot is described in a document recorded under Auditor's File No. 200106260036 and the terms and conditions under which the irrigation water and irrigation easement for the existing pipeline are to be used are set forth in Covenants, Conditions and Restrictions that were filed of record under Auditor's File No. 200106260036. The irrigation water delivery line serving Lot B-1 is located on an easement identified as 20 feet in width, ten (10) feet on either side of the line, running north-south and dividing Lots B-2 and B-3 as designated on BMJ Short Plat. Paragraph 4.2.5 of the Covenants, Conditions and Restrictions recorded under Auditor's File No. 200106260036 provides that additional property will be subdivided and the subdivided property will be entitled to be benefited and burdened by the irrigation easement. As a result, paragraph 4.2.3, 4.2.4,

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4.2.5, 4.2.6 and 4.2.7 of those Covenants, Conditions and Restrictions set forth at Auditor's File No. 200106260036 are hereby adopted and incorporated herein by reference. For ease of reference, said paragraphs have been re-numbered as Paragraphs 4.2.2, 4.2.3, 4.2.4, 4.2.5 and 4.2.6, respectively, to correspond with this Agreement.

4.2.2 Maintenance. In the event it is necessary to repair, maintain, enlarge, or replace the existing irrigation distribution system located on the irrigation easements described herein, the owners of the benefited parcels shall contribute their pro rata share of the cost of said repair, maintenance, enlargement or replacement, including any and all costs associated with electrical charges, hook up fees, etc. associated with the irrigation system pump.

4.2.3 Repair of Surface. In the event that the repair, maintenance, enlargement or replacement of the existing irrigation distribution system located above described results in the surface area being disturbed, the surface shall be returned to the condition it was in prior to the repair, maintenance, enlargement or replacement of the irrigation distribution system; provided, however, that the cost of restoring the condition of the surface shall be part of the cost of the repair, maintenance, enlargement, or replacement and shall be paid as provided above.

4.2.4 Additional Property Served by the Irrigation Easement. It is contemplated that the property legally described on Exhibit C (Exhibit C property) to that certain document recorded under Kittitas County Auditor's File No. 200106260036 will be subdivided in the future. The subdivided parcels shall be benefited and burdened by the irrigation easement in the same manner as the Exhibit C Property is benefited and burdened.

4.2.5 Allocation of KRD Water. Certain portions of the benefited and burdened parcels are entitled to receive water delivered by the KRD. The KRD delivers the water to the property at a point where the line legally described on Exhibit D to that certain document recorded under Kittitas County Auditor's File No. 200106260036 intersects the eastern boundary of the Exhibit C Property. It is the responsibility of the benefited parcels to deliver KRD water to the benefited parcels. It is further the responsibility of the benefited parcels to install a water meter to the benefited parcels to measure each parcel's own use of water. The Developer who shall act as the water master until such time as each and every lot has been sold. After said lots have been sold, the Developer will no longer act as water master and the water master shall be an individual or individuals elected by majority vote of the benefited lot owners each year on or about March 15 including those lot owners benefited by these Covenants and by the Covenants recorded under Auditor's File No. 200106260036. The water master shall be responsible for taking water orders from benefited parcels, communicating those water orders to the KRD, distributing the water to the benefited parcels and arranging for necessary maintenance. The costs incurred by the water master shall be considered maintenance costs and paid pro rata by the benefited parcels. Disputes which must be resolved or decisions which must be made relative to the delivery of KRD water shall be decided by majority vote of the benefited

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parcels at any meeting called by the water master. Benefited lot owners may vote on any matter requiring a vote in person or by written proxy.

4.2.6 Restriction on Use. The water master shall have the authority to adopt such rules and regulations as are necessary to efficiently deliver irrigation water to all of the benefited property. This may include, but not be limited to, the right to designate days when specific lots can and cannot irrigate.

V. TERM OF COVENANT

5.1 The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property for twenty-five (25) 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 so long as the amendment has been signed by at least 90% of the Lot Owners of record at the time of the amendment. The easements set forth herein are perpetual.

VI. ENFORCEMENT

6.1 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 or owner of benefited property, joining with other Lot Owners or individually, 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 and restrictions or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought by any Lot Owner or owner of benefited property to enforce the terms and conditions of these covenants, conditions, and restrictions 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. Venue for such proceedings shall be in Kittitas County, Washington. Failure by a Lot Owner to enforce any restriction, condition or covenant of this Declaration shall in no event be deemed a waiver of the right of that Lot Owner or Lot Owners to enforce any

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restriction, condition, or covenant of this Declaration in the future. If any portion of this Declaration is and/or becomes unenforceable, the remainder of said Declaration shall be unchanged and in full force and effect.

6.2 If any term, covenant or condition of these Covenants or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of these Covenants 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.

IN WITNESS WHEREOF, the undersigned being the Developer herein has hereunto set their hand and seal as of the 5th day of JANUARY, 2003-2004

MJB PARTNERSHIP:

[Signature]
Steve Johnson
[Signature]
Ruth Bare
[Signature]
Chris Marchel

STATE OF WASHINGTON)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that STEVE JOHNSON is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of MJB Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5 day of January, 2004.



[Signature]
Printed Name: Christina E. Denison
Notary Public in and for the State of Washington.
My appointment expires: 2.01.05

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STATE OF WASHINGTON)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that RUTH BARE is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of MJB Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5 day of January, 2004.



Christina E. Denison
Printed Name: Christina E. Denison
Notary Public in and for the State of Washington.
My appointment expires: 2.01.05

STATE OF WASHINGTON)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that CHRIS MARCHEL is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of MJB Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5 day of January, 2004.



Christina E. Denison
Printed Name: Christina E. Denison
Notary Public in and for the State of Washington.
My appointment expires: 2.01.05

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After recording return to:

RUTH BARE
8200 Sorenson Road
Ellensburg, WA 98926

Document Title: **OWNER'S DECLARATION**

Grantors: RUTH BARE, individually and as personal representative of the Estate of Steven M. Bare, deceased.

Legal Description: Lot C of Surveys, recorded in Book 30 of Surveys, page 222, at Auditor's File No. 200501070057

Assessor's Tax

Parcel Number:

OWNER'S DECLARATION

This Declaration of Protective Covenants, Conditions and Restrictions (hereinafter "Declaration") is made and executed by RUTH BARE, individually and as personal representative of the Estate of Steven M. Bare, deceased (hereinafter "Developer" or "Declarants") this 10th day of May, 2005.

WITNESSETH:

WHEREAS, Developer is the owner of real property located in Kittitas County, Washington, and more particularly described herein in paragraph 1.1 (hereinafter the "Property"); and

WHEREAS, Developer intends to develop a residential development on the property (the "Development"); and

WHEREAS, it is the intent of the Developer that certain qualities and assets of the Property be preserved, and it is desirable to protect the present and future property values and the

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enjoyment thereof and to that end the Developer desires a means to preserve and protect the intended character of the Property;

NOW, THEREFORE,

Developer declares that all of the Property shall be held, sold and conveyed subject to the following easements, agreements, restrictions, covenants, conditions, reservations, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, agreements, restrictions, covenants, conditions, reservations, charges, and liens 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 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.

I. DEFINITIONS

1.1 The words "Property" and "Development", shall mean and refer to all the real property legally described as Lot C of Surveys, recorded in Book 30 of Surveys, page 222, at AFN 200501070057, records of Kittitas County, State of Washington, being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

1.2 The word(s) "Lot(s)" or "Parcel(s)" shall mean Lot C or any future subdivision of Lot C created by future division of Lot C.

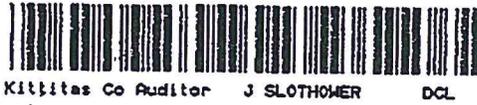
1.3 The word "Lot Owner" shall mean any person or entity that holds fee title or a vendee's interest under a real estate contract of any Lot or part of the property subject to these Covenants, Conditions and Restrictions. The word Lot owner shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot; and including liens and easement holders and tenants or other persons in possession; a possessory right to occupy a lot subject to these Covenants, Conditions and Restrictions, including but not limited to tenants, individuals and/or entities not holding fee title, a vendee's interest under a real estate contract, or any subtenants.

1.4 The Phrase "KRD" shall mean the Kittitas Reclamation District and its successors and assigns.

II. PROPERTY SUBJECT DECLARATIONS.

2.1 The easements, restrictions, covenants, conditions, reservations charges and liens shall run with the Property legally described in Paragraph 1.1 and shall be binding on all of the Lot Owners, their successors and assigns, These covenants, conditions, reservations and restrictions are intended to burden and benefit the Property legally described in Paragraph 1.1.

III. PROPERTY RESTRICTIONS



3.1 Peace and Enjoyment of Property. Each lot owner shall use their respective lot for their own enjoyment and in such a manner as to not offend other lot owners or all other lot owners' use and enjoyment of their respective lots.

3.2 Permitted Activities. No Lot Owner shall carry on any activity of any nature whatsoever on the Property 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.

3.3 Structures on Lots.

3.3.1 No pre-manufactured home or modular home which is older than five (5) years shall be allowed to be placed on or erected on any Lot, regardless of whether said placement is temporary or permanent.

3.3.2 Garages and outbuildings shall be allowed to be constructed on a Lot; however, all garages constructed on a Lot shall be a minimum size of 20 feet by 20 feet.

3.4 Irrigation Drainage. Each property owner agrees to allow and provide in a reasonable manner for the passage of irrigation and drainage water in the existing ditches across their properties. All tracts or parcels through which said ditches run shall be subject to reservations of easements and rights of way for use and maintenance of said irrigation and drainage ditches.

3.5 Condition of Lot. Each Lot shall be maintained in a clean, sanitary condition at all times and shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, abandoned vehicles, equipment (other than farm equipment), and building materials (temporary storage during construction phases excluded).

3.6 Agricultural Use. All Lot Owners understand and acknowledge they have been informed that the Property is located in an active agricultural area in which a specific right to farm law exists. All owners of Lots understand that, in the normal management of agricultural or related activities, there will be noise, dust, distribution of airborne particulate matter, and other effects from the operation of farm equipment, irrigation pumps, and there will be movement of agricultural equipment and/or animals. The Lot Owner is aware that, in an agricultural area, both ground and aerial application of seed, fertilizers, conditioners, herbicides, insecticides, and related plant protection and development products occur on a regular basis. The Lot Owner further understands and agrees that agricultural activities occur in both daylight and at night and not during any particular time. The Lot Owner understands that, by owning a Lot, he will be subjected to all of the above and possibly additional activities and/or situations that may be perceived as a nuisance but which are the result of normal ongoing agricultural activities. A Lot Owner is precluded from commencing any legal activity or any kind of a lawsuit in any court of competent jurisdiction alleging damages from the result of normal and non-negligent agricultural activities.



3.7 Open Space Taxation. As of the making of this Declaration, the Property is designated as open space and is taxed at a special use rate. The sale of the property or any portion thereof may result in the property sold not being eligible for special use taxation rates. In the event that occurs, there may be interest, penalties and additional taxes due. The purchaser of the property or any part of the property shall be responsible for payment of any and all interest, penalties and additional taxes incurred and shall save and hold Declarant harmless therefrom.

IV. EASEMENT

4.1 Irrigation Water and Irrigation Easement.

4.1.1 Irrigation Distribution System. Developer will provide one irrigation riser to the lot property line for the benefit of Lot C. The Lot Owner and its successors and assigns shall be responsible for any and all costs associated with the irrigation distribution system on the lot. The Lot Owner shall further be responsible for the installation of a water meter on the lot and will pay any and all costs associated with the installation of said water meter. The irrigation line serving the lot is described in a document recorded under Auditor's File No. 200106260036 and the terms and conditions under which the irrigation water and irrigation easement for the existing pipeline are to be used are set forth in Covenants, Conditions and Restrictions that were filed of record under Auditor's File No. 200106260036. Paragraph 4.2.5 of the Covenants, Conditions and Restrictions recorded under Auditor's File No. 200106260036 provides that additional property will be subdivided and the subdivided property will be entitled to be benefited and burdened by the irrigation easement. As a result, paragraph 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7 of those Covenants, Conditions and Restrictions set forth at Auditor's File No. 200106260036 are hereby adopted and incorporated herein by reference. For ease of reference, said paragraphs have been re-numbered as Paragraphs 4.1.2, 4.1.3, 4.1.4, 4.1.5 and 4.1.6, respectively, to correspond with this Agreement and are reprinted as follows with exhibit references to Exhibits C and D of the Covenants, Conditions and Restrictions recorded under Auditor's File No. 200106260036.

4.1.2 Maintenance. In the event it is necessary to repair, maintain, enlarge, or replace the existing irrigation distribution system located on the irrigation easements described herein, the owners of the benefited parcels shall contribute their pro rata share of the cost of said repair, maintenance, enlargement or replacement, including any and all costs associated with electrical charges, hook up fees, etc. associated with the irrigation system pump.

4.1.3 Repair of Surface. In the event that the repair, maintenance, enlargement or replacement of the existing irrigation distribution system located above described results in the surface area being disturbed, the surface shall be returned to the condition it was in prior to the repair, maintenance, enlargement or replacement of the irrigation distribution system; provided, however, that the cost of restoring the condition of the surface shall be part of the cost of the repair, maintenance, enlargement, or replacement and shall be paid as provided above.

4.1.4 Additional Property Served by the Irrigation Easement. It is contemplated that the property legally described on Exhibit C (Exhibit C Property) to that certain document recorded under Kittitas County Auditor's File No. 200106260036 will be subdivided



in the future. The subdivided parcels shall be benefited and burdened by the irrigation easement in the same manner as the Exhibit C Property is benefited and burdened.

4.1.5 Allocation of KRD Water. Certain portions of the benefited and burdened parcels are entitled to receive water delivered by the KRD. The KRD delivers the water to the property at a point where the line legally described on Exhibit D, described above, intersects the eastern boundary of the Exhibit C Property. It is the responsibility of the benefited parcels to deliver KRD water to the benefited parcels. It is further the responsibility of the benefited parcels to install a water meter to the benefited parcels to measure each parcel's own use of water. The Developer shall act as the water master until such time as each and every lot has been sold. After said lots have been sold, the Developer will no longer act as water master and the water master shall be an individual or individuals elected by majority vote of the benefited lot owners each year on or about March 15 including those lot owners benefited by these Covenants and by the Covenants recorded under Auditor's File No. 200106260036. The water master shall be responsible for taking water orders from benefited parcels, communicating those water orders to the KRD, distributing the water to the benefited parcels and arranging for necessary maintenance. The costs incurred by the water master shall be considered maintenance costs and paid pro rata by the benefited parcels. Disputes which must be resolved or decisions which must be made relative to the delivery of KRD water shall be decided by majority vote of the benefited parcels at any meeting called by the water master. Benefited lot owners may vote on any matter requiring a vote in person or by written proxy.

4.1.6 Restriction on Use. The water master shall have the authority to adopt such rules and regulations as are necessary to efficiently deliver irrigation water to all of the benefited property. This may include, but not be limited to, the right to designate days when specific lots can and cannot irrigate.

V. TERM OF COVENANT

5.1 The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property for twenty-five (25) 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 so long as the amendment has been signed by at least 90% of the Lot Owners of record at the time of the amendment. The easements set forth herein are perpetual.

VI. ENFORCEMENT

6.1 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 or owner of benefited property, joining with other Lot Owners or individually, 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 and restrictions or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation



against the non-prevailing party. In the event any suit brought by any Lot Owner or owner of benefited property to enforce the terms and conditions of these covenants, conditions, and restrictions 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. Venue for such proceedings shall be in Kittitas County, Washington. Failure by a Lot Owner to enforce any restriction, condition or covenant of this Declaration shall in no event be deemed a waiver of the right of that Lot Owner or Lot Owners to enforce any restriction, condition, or covenant of this Declaration in the future. If any portion of this Declaration is and/or becomes unenforceable, the remainder of said Declaration shall be unchanged and in full force and effect.

6.2 If any term, covenant or condition of these Covenants or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of these Covenants 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.

IN WITNESS WHEREOF, the undersigned being the Developer herein has hereunto set their hand and seal as of the 10 day of May, 2005.

Ruth Bare
RUTH BARE

STATE OF WASHINGTON)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that RUTH BARE is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10th day of May, 2005.

AMANDA M. CLERF
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 08-09-08

Amanda M. Clerf
Printed Name: Amanda M. Clerf
Notary Public in and for the State of Washington.
My appointment expires: 08-09-08

Trademark, Clr., Johnson, Stamp, CR's, Bare 5-05-03