

WHEN RECORDED RETURN TO:

Tony Adsley  
3215 Smokey Ridge  
Austin, TX 78730

Title of Document: Declaration of Protective Covenants and Restrictions  
Grantors: Estate of Anna Utana Mackner, Mark L. Mills and Amy J. Mills, h/w,  
and Jacob Runkel and Melanie Runkel, h/w  
Grantees: Estate of Anna Utana Mackner, Mark L. Mills and Amy J. Mills, h/w,  
and Jacob Runkel and Melanie Runkel, h/w  
Legal Description: Parcel 2, 3, 4, 5 L2 Survey Bk 27 Surveys Pg 164, 165, 166  
Parcel No.: 18-18-20040-0013, 0015, 0016, 0017  
Ref. No. 200309050067

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**

**PARTIES:** Estate of Anna Utana Mackner, through its personal representative,  
Blaine G. Gibson  
Mark L. Mills and Amy J. Mills, husband and wife  
Jacob Runkel and Melanie Runkel, husband and wife

**PROPERTY SUBJECT TO DECLARATION:**

Parcels 2, 3, 4, and 5 as described and/or delineated on that certain survey as recorded May 16, 2002, in Book 27 of Surveys, pages 164, 165, and 166, under Auditor's File No. 200205160029, records of Kittitas County, Washington; being a portion of the Southeast 1/4 of Section 20, Township 18 North, Range 18 East W.M., in the County of Kittitas, State of Washington.

**DEFINITIONS:**

1. Real property: All of the property subject to this declaration.
2. Parcels: Any part of the real property.
3. Owner: Any person, corporation, or entity that holds either fee title or vendee's interest under a real estate contract for any parcel of the property subject to declaration.



**PROPERTY RESTRICTIONS:**

1. Land use. No part of the real property shall be used for purposes other than agricultural, recreational, or residential, except that any owner may conduct a home occupation of a service or professional character which is clearly secondary to the main use of the premises as a dwelling place and does not change the character of the dwelling or have any exterior evidence of such secondary use, and such occupation is carried on and conducted by a permanent resident of the dwelling. The intent is to allow a homeowner or occupant to conduct a business from the residence that is internal to the residential structure and will not generate significant employee, customer, or client traffic to or from the property.
2. Maintenance. All refuse and garbage shall be kept in sanitary containers which shall be concealed from view and protected from animal intrusion.
3. Signage. No advertising structures may be located, placed, or maintained on the property.
4. Vehicles. No unlicensed vehicles shall be permitted upon any parcel unless they are inside a building.
5. Noxious or offensive activity. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be permitted on a parcel that may be or become a nuisance or that unreasonably interferes with the use or enjoyment of any part of the real property.
6. Animals. Household pets, horses and cattle shall be permitted on the property for the purposes of private use and enjoyment, except that lots of ten acres or more may be used to graze cattle or horses for commercial purposes, but no part of the property shall be used as a feed lot. No other animals shall be raised, bred, or kept on the real property. All such animals shall be properly restrained, fenced, and otherwise kept so as not to interfere with the livestock of other owners or so as to cause any threat or harm to any owner's property.

**BUILDING RESTRICTIONS:**

1. Use. All residences must be constructed on the property. No manufactured homes, modular homes, or mobile homes are allowed on the property.
2. Minimum size. Each main residence shall be of permanent construction and have not less than 1,500 square feet of enclosed ground floor area devoted to living purposes.
3. Approval of plans and specifications. No structure shall be erected or placed upon any parcel until the plans and specifications for the structure have been submitted to

and approved by the Kittitas County Building Department and all required permits have been obtained. All structures shall conform to the approved plans, specifications, and materials as submitted to and approved by the Building Inspector of Kittitas County.

4. Completion. All work of constructing, altering, repairing, or removing any structure on any parcel shall be diligently prosecuted from the date of its commencement until completion.

5. Damage to structure. In the event of damage or destruction of any structure, it shall either be rebuilt or completely removed and the land restored to conceal the fact that the structure existed. Owners shall have 90 days to determine whether to rebuild or remove structures.

#### GENERAL PROVISIONS:

1. Effect. These covenants, restrictions, and rights shall run with the land and shall be binding upon the real property, the parties in interest, their heirs, assigns, personal representatives, and successors in interest.

2. Enforcement. Any parcel owner has the right and authority to enforce the provisions of this declaration, in addition to any other remedy allowed by law. The prevailing party in any action to enforce any provision of this declaration shall be entitled to recover reasonable attorney fees, together with actual costs of a title search, and such other costs as may allowed by law. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right to do so in the future.

3. Severability. In the event any provision of this declaration shall be found invalid by any court of competent jurisdiction, it shall not affect the remaining provisions or their enforceability.

#### AMENDMENT AND EFFECT:

1. This declaration amends and supersedes the declaration of protective covenants and restrictions recorded 9/5/03 under Kittitas County Auditor No. 200309050067.

2. These covenants and restrictions may be amended, changed, revoked, or terminated in whole or in part by recording with the Kittitas County Auditor an instrument containing all the amendments and modifications, and which has been signed by a majority of the property owners. For these purposes, parcels 2, 3, 4, and 5 shall each be entitled to one vote, even if more than one parcel is owned by an owner, and even if a parcel has been subdivided. The approval of a subdivided parcel shall

be by majority vote of the owners of the subdivided parcel, with each subpart entitled to one vote.

3. This declaration, and any amendments to it, shall be effective when recorded with the Kittitas County Auditor.

12-3-03  
DATE

*Blaine G. Gibson*  
ESTATE OF ANNA UTANA  
MACKNER by Blaine G. Gibson as  
personal representative

12-20-03  
DATE

*Jacob Runkel*  
JACOB RUNKEL

12/20/03  
DATE

*Melanie Poulin*  
MELANIE POULIN

12-1-03  
DATE

*Mark L. Mills*  
MARK L. MILLS

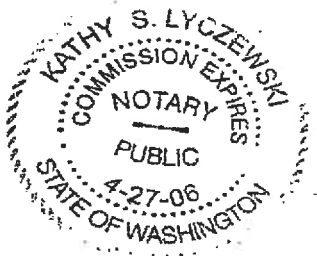
12/1/2003  
DATE

*Amy J. Mills*  
AMY J. MILLS

STATE OF WASHINGTON )  
County of Yakima ) ss.

I certify that I know or have satisfactory evidence that BLAINE G. GIBSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the personal representative of the Estate of ANNA UTANA MACKNER, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3<sup>rd</sup> day of December, 2003.



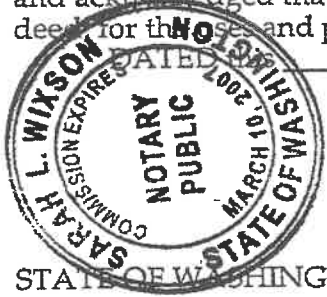
*Kathy S. Lyczewski*  
NOTARY PUBLIC in and for the  
State of Washington, residing at Yakima.  
Commission expires: 4 / 27 / 06.



STATE OF WASHINGTON )  
County of Yakima )ss.

This is to certify that on this day personally appeared before me JACOB RUNKEL and MELANIE RUNKEL, husband and wife, to me known to be the individuals described and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 20 day of December, 2003.

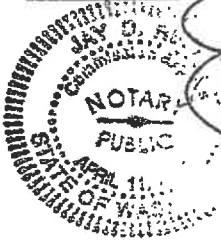


Sarah Wixson  
NOTARY PUBLIC in and for the  
State of Washington, residing at Yakima  
Commission expires: 3 / 10 / 07.

STATE OF WASHINGTON )  
County of Kittitas )ss.

This is to certify that on this day personally appeared before me MARK L. MILLS and AMY J. MILLS, husband and wife, to me known to be the individuals described and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED this 1st day of December, 2003.



Jay O. [Signature]  
NOTARY PUBLIC in and for the  
State of Washington, residing at Ellensburg  
Commission expires: 04 / 11 / 04.



Filed for Recording at the Request of  
and AFTER RECORDING MAIL TO:

Mark L. and Amy J. Mills  
4640 West Dry Creek Road  
Ellensburg WA 98926



REVIEWED BY  
KITTITAS COUNTY TREASURER  
DEPUTY *Jay [Signature]*  
DATE *09-22-2005*

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DOCUMENT TITLE: NON-EXCLUSIVE EASEMENT  
GRANTOR: OLSON DITCH  
GRANTEE: MARK L. MILLS and AMY J. MILLS, husband and wife  
LEGAL DESCRIPTION: Sec. 20, Twp 18, Rge 18; Ptn E1/2 SE1/4 (Parcel 5, B27/P164-166  
ASSESSOR'S TAX  
PARCEL NUMBER: 18 18 20040 0013

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NON-EXCLUSIVE EASEMENT

OLSON DITCH, Grantor, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid, conveys and grants to MARK L. MILLS and AMY MILLS, husband and wife, Grantees, a non-exclusive easement for residential ingress and egress, over and across the Olson Ditch from Dry Creek Road over the existing driveway which now serves the following described real property owned by Grantee:

Lot 5 of Survey as recorded May 16, 2002 and filed in Book 27 of Surveys, Pages 164-165 and 166, under Auditor's File No. 200205160029, being a portion of the Southeast 1/4 of Section 20, township 18 North, Range 18 East, W.M. Kittitas County, Washington.

Maintenance of the Easement. The cost of maintaining, repairing, enlarging, or improving any road, utilities, or improvements located on the Easement, shall be the responsibility of Grantee.

Indemnification. Grantee agrees to indemnify and hold the Grantor harmless from and against any claim, cause of action, or other assertions of liability, including attorney fees and costs, arising as a result of their negligence or intentional acts or omissions or the negligent or intentional act or omission of their authorized agents, employees, or contractors relating to or arising out of the use of the easement described herein.

Eminent Domain. If the Easement, or any part thereof, is taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings, or any settlement in lieu thereof, for the taking of such property shall be wholly payable to the fee owner of the portion of the easement area which is taken.

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8093  
Tel (509) 923-6916

If all or any part of the easement area is taken, this easement shall terminate with respect to the portion so taken and the obligations hereunder of Grantee shall automatically cease and terminate.

Legal Expenses. If any party is required to bring or maintain any action (including assertion or any counterclaim or cross claim, or claim in a proceedings in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this easement to an attorney for the enforcement in any of the covenants, conditions, or restrictions, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all the costs incurred by the prevailing party, including reasonable attorney fees and such costs and reasonable attorney fees which the prevailing party may incur on any appeal.

Binding Effect. Said easement shall run with the land and shall be binding upon the parties heirs, successors and assigns.

Titles and Headings. Titles and headings are for descriptive purposes only and do not control or alter the meaning of this agreement or any provision thereunder as set forth herein.

DATED this 14 day of September, 2005.

OLSON DITCH

By: Pat Taylor  
Pat Taylor

STATE OF WASHINGTON )  
 ) ss.  
County of Kittitas )

I certify that I know or have satisfactory evidence that PAT TAYLOR is the individual who appeared before me, and said individual acknowledged that he signed this instrument on behalf of the OLSON DITCH and acknowledged it as his free and voluntary act and deed for the uses and purposes mentioned in the instrument and on oath stated that he is authorized so to do..

Dated this 14 day of September, 2005.

**JAIME L. DICK**  
STATE OF WASHINGTON  
NOTARY — — PUBLIC  
MY COMMISSION EXPIRES 08-09-08

Jaime L. Dick  
Printed Name: Jaime L. Dick  
Notary Public in and for the State of Washington  
My Commission Expires: 08-09-08

Taylor, Pat Olson Mills Easement

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8093  
Tel (509) 925-6916