


TREASURER'S USE ONLY	RECORDER'S USE ONLY
Real Estate Excise Tax Exempt Kittitas County Treasurer By <u>S. Johnson</u> 8-1-00	<div style="text-align: center;">  </div> <div style="display: flex; justify-content: space-between;"> <div data-bbox="673 388 876 409">Kittitas Co Auditor</div> <div data-bbox="909 388 1055 409">STEWART TITLE</div> <div data-bbox="1161 304 1388 420"> 200008010057 Page: 1 of 19 08/01/2000 04:18P MULTI 34.00 </div> </div>

Kittitas County Auditor/Recorder's Indexing Form

Please Print Or Type All Information

- A. Return Address: C. K. Heavenlo
 700 E. Mt. View, Ste 501
 Ellensburg, Wa 98926
- B. Document Titles (or transactions contained therein):
 1 Covenants / Easement
 2
- C. Grantor (last name, first name, middle initial):
 1 David : Donna Hudson, Daryl S
 2 Marjorie Storkson : Ian S Sandy Elliot
 3 Additional grantors on page ___ of document.
- D. Grantee (last name, first name, middle initial):
 1 The Public
 2
 3 Additional grantees on page ___ of document.
- E. Legal description (lot, block, plat or section, township, range):
 Sec 3 Twp 17 Rge 17 ^{see} additional pgs
 Additional legal description on page ___ of document.
- F. Assessor's property tax parcel/account number:
- G. Reference numbers of documents assigned or released:
 Additional references on page ___ of document.

The auditor or recording officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

20331



Kittitas Co Auditor STEWART TITLE

**DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
AND CHARGES, ASSESSEMENTS AND LIENS OF THE HIGH RANCH AT
ELLENSBURG**

This Declaration is made the 24 day of Feb, 2000 by DAVID HUDSON and DONNA HUDSON, husband and wife ("Hudson"), DARRELL STORKSON and MARJORIE STORKSON, husband and wife ("Storkson") and ^{Martin}JAN ELLIOT and SANDY ELLIOT, husband and wife ("Elliot"). Hudson, Storkson and Elliot each own parcels of real estate adjacent to each other, legally described on Exhibit A, attached hereto and incorporated herein by this reference (collectively referred to herein as the "Property"). Hudson, Storkson and Elliot are collectively sometimes referred to herein as the "Grantor."

^{Martin}Hudson, Storkson and Elliot believe that their individual portions of the Property will be enhanced and protected by subjecting the Property to consistent use restrictions and providing for common road and utility access, as well as a common trail system. Therefore, they have agreed that each of their portions of the Property will be subject to this Declaration.

The Property is uncommonly beautiful with dramatic changes in topography and vegetation, abundant and varied wildlife, all in an unspoiled environment. Preservation of these qualities is an important objective of this Development. For this reason, the Property is being developed at a relatively low density and restrictions on the use of the Property are intended to minimize the degradation of the environment.

All who become Owners subject to this Declaration must recognize the character of the natural environment in which the Property is located and accept the principle that the Development and use of the Property must preserve that character for present and future enjoyment of all the Owners. Those who are entrusted with the administration of the Property must discharge their trust in full recognition of that principle and, to the extent consistent with that principle, foster maximum flexibility and freedom of individual expression.

It is the intention of the Grantor that this Declaration and all other supplemental declarations will be understood and construed in recognition of the forgoing.

THE GRANTOR HEREBY DECLARES that all the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions and charges, assessments, and liens, which are imposed for the purpose of protecting the value and desirability of the Property and which shall run with the Property and be binding upon and inure to the benefit of all parties having any right, title, or interest in any portion of the Property, their heirs, successors, and assignees.

ARTICLE I: DEFFINITIONS

Section 1.01: ARTICLES means the Articles of Incorporation of the High Ranch Community Association filed with the Secretary of State, establishing the Association as a non-profit corporation.

Section 1.02 ASSOCIATION means the High Ranch Community Association, its successors and assigns.



- Section 1.03 BYLAWS means the Bylaws adopted by the High Ranch Community Association.
- Section 1.04 HIGH RANCH AT ELLENSBURG means the real estate owned by the Grantor as described in the legal description in Exhibit A to this document and sometimes referred to herein as the Property.
- Section 1.05 DECLARATION means the contents of this entire document and amendments.
- Section 1.06 DESIGN COMMITTEE means the Design Review Committee
- Section 1.07 DEVELOPMENT means the Property.
- Section 1.08 GRANTOR means Hudson, Storkson and Elliot and their successors and assignees.
- Section 1.09 OWNER means any person or entity holding legal title to a Parcel, except that with regard to any Parcel being sold under contract, the contract purchaser shall constitute an Owner, but the contract seller will not constitute an Owner. Likewise, any person holding legal title merely as security for the performance of an obligation shall not be an Owner.
- Section 1.10 PARCEL means any lot in the Property where a residence has been or may be lawfully constructed.
- Section 1.11 PERMANENT RESIDENT means an Owner who has a home on his/her Parcel and who makes this home his/her principal residence. To qualify as a principal residence, it must be the Owner's legal address and usually occupied by him/her at least 250 days per year.
- Section 1.12 ROADS means the roads shown on the recorded survey of the Property which provide access to the driveways of the Parcels.
- Section 1.13 RULES means the High Ranch Community Association Rules adopted in accordance with this Declaration and the Bylaws of the Association
- Section 1.14 WATER SYSTEM means the wells, well pumps and piping that supply water for lots, the water storage tanks, and the distribution lines that bring water to the connection point for each Parcel if applicable.

ARTICLE 2: GRANT OF EASEMENTS

- Section 2.01 Grantor hereby declares, grants and conveys to all Owners an easement for ingress, egress and utilities over, under and across the Roads. This Easement shall be for residential purposes only, and use of this Easement shall be subject to the Rules. In the event that the Roads are ever dedicated to and accepted by Kittitas County, or any other municipal government in which the Development is then located, then this Easement shall terminate.



Section 2.02 Grantor declares, grants and conveys to any public or private utility company which may now or hereafter provide electricity, telephone or cable service to the Development, pursuant to agreement with Grantor or the Association to provide such utilities, an Easement under, over and across the Roads for the purpose of providing such utility services. The Grantor reserves the right to execute such additional Easements and other documents as may be required in furtherance of these utility company Easement rights.

Section 2.03 Grantor declares, grants and conveys an Easement for the benefit of all Owners for establishment of a non-motorized trail system on the Property, over portions of the Property to be designated by Grantor, or by the Association after three-quarters of the Parcels have been conveyed. However, any such trails shall not be located within the Site Disturbance Area established on any Parcel, and shall be limited to non-motorized usage (i.e., pedestrian, horseback riding and/or bicycling), and subject to such rules as may be established by the Association.

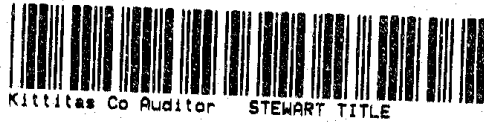
Section 2.04 All Easements granted under this Declaration are appurtenant to all portions of the Property and are for the benefit of all present and future Owners, and, together with all restrictions, reservations and covenants, are hereby declared to be covenants running with the land.

ARTICLE 3: LAND USE RESTRICTIONS

Section 3.01 Residential Purposes: Each Parcel shall be used for residential purposes only. Parcels which are less than forty (40) acres in size may be used for one residence only, and may not be further subdivided (except that "mother-in-law apartments" may be utilized to the extent permitted in accordance with applicable land use law). No tent, trailer, modular, mobile or manufactured home shall be used as an Owner's residence on any Parcel. Parcels which are forty (40) acres or larger may be subdivided subject to applicable platting requirements of Kittitas County.

Section 3.02 Building and Site Disturbance Area: Each Parcel shall have a designated building location designed to minimize impact on the environment and shall comply with the lot clearing restrictions. The maximum Site Disturbance Area for each Parcel shall be two (2) acres (excluding primary access road). All parking of vehicles, containment of livestock, gardens, and construction shall be within that two acre area. Fencing approved by the Design Committee is permitted only within the delineated two acres. Vegetation removal on and around the Parcels shall be minimized. Each Owner shall submit a site plan of proposed improvements to the Design Committee for approval prior to construction. If an Owner subdivides a Parcel (subject to the restrictions in Section 3.01 above), each newly created Parcel shall have a Site Disturbance Area approved by the Design Committee before the subdivision is finalized. The Design Committee may establish guidelines for approval of construction, as well as approval of any new Site Disturbance Area, which guidelines shall not be inconsistent with this Declaration.

Section 3.03 Completion of Improvements: Any living unit or other improvement constructed or placed on a lot hereunder shall be completed diligently and



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continuously, including exterior finish within twelve (12) months from the commencement of construction. All construction shall be of new materials colored with earth tones to blend in to the environment. After completion, each Parcel shall be maintained in a clean sightly condition at all times with all refuse and garbage kept in containers and concealed from view and protected from animal intrusion.

Section 3.04

Common Use Trails: The Association shall have the right to establish walking, riding and bicycling trails throughout the limits of High Ranch along with the right to enter and maintain said trails. Notwithstanding the Association shall not establish any trail within five hundred (500) feet of any single family dwelling or within the Site Disturbance Area of any Parcel.

Section 3.05

Hunting: There shall be no big game hunting within the limits of the Property. Weapons shall be permitted on the Property but use shall be limited self-defense or protection of property. No discharge shall be allowed such that potentially endangers life, limb or property, or interferes with the use and enjoyment of the Property by other owners.

Section 3.06

Motorcycles, ATVs, and Snowmobiles: Motorcycles, motorbikes, all-terrain vehicles and other similar vehicles are prohibited on any portion of the Property, except for properly muffled street legal vehicles on roads established for general vehicular purposes and employees of Washington State Fish and Wildlife for the purpose of game control. Snowmobile use is limited to defined roads and when snow depth exceeds twelve (12) inches throughout the Property

Section 3.07

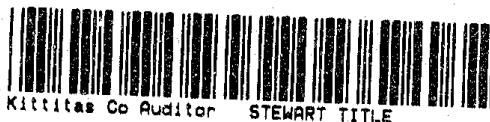
Exterior Lighting: Exterior lighting within the Parcels shall be shielded in such a way as to eliminate direct lighting to extend beyond the developed area of the Parcel and shall be shown in the site plan submitted to the Design Committee for approval. Such lighting shall include a device which automatically switches the lamp on at dusk and off at dawn. The intent is to minimize the light pollution between neighbors and in the unique environment within High Ranch.

Section 3.08

Livestock and Pets: Within the Parcel, Owners are permitted to keep pets and recreational livestock. However animals are not permitted outside the Site Disturbance Area except for the purpose of recreation. The commercial raising, breeding, training or sale of animals is prohibited. The soils and grasses are too fragile and grazing outside the Site Disturbance Area is prohibited. Recreational riding is limited to the established trails, roads and the Canal access. Dogs must be accompanied by owners and not roam loose.

Section 3.09

Conservation Recreation Program: A portion of the Property is currently subject to the Conservation Recreation Program established with the federal government. All rights with respect to this Program are reserved to the Grantor for so long as the Program remains available. Each Owner shall execute such additional documentation and otherwise cooperate with such action as may reasonably be required by Grantor for the preservation of this Program, so long as doing so does not interfere with an Owner's usage of the Site Disturbance Area on the Owner's Parcel.



Section 3.10 Parking: Each Owner must provide adequate off-street parking on the Site Disturbance Area for at least two (2) cars. Parking shall not be allowed on the Roads.

Section 3.11 Noxious Activities: No noxious or offensive activities shall be carried on upon any Parcel, nor shall anything be done thereon which may be an unreasonable annoyance or nuisance to neighboring Owners. No Parcel shall be used in a manner which unreasonably interferes with other Owners' rights to use and enjoyment of their respective Parcels.

Section 3.12 Guests: Owners are responsible at all times for the conduct of their guests.

Section 3.13 Enforcement: Neither the Grantor nor the Association shall have any obligation to seek enforcement of these covenants. Neither the Grantor nor the Declarant shall have liability for the enforcement or non-enforcement of these covenants. The Association, in its absolute discretion, by its Board of Directors, and any Owner, shall have the right to prosecute any proceeding at law or in equity against any person or persons violating any covenant herein, to prevent such violation and/or to recover damages for such violation.

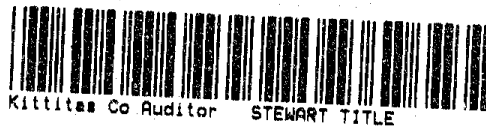
ARTICLE 4: DESIGN REVIEW COMMITTEE

Section 4.01 Initial Membership: The Design Review Committee shall initially be three (3) persons appointed by Grantor, who need not be Owners or Permanent Residents. After three-fourths (3/4) of the Parcels have been sold to third parties (or earlier in the discretion of the Grantor), the Committee shall be appointed in accordance with Section 4.02 below.

Section 4.02 Membership: The Committee shall consist of three (3) Permanent Resident Owners appointed by the Board of Directors of the Association. However, the Committee shall consist of the Board of Directors of the Association until the Board of Directors, in its sole discretion determines to appoint a separate Committee. The address of the Committee shall be High Ranch Homeowners Association 5880 Weaver Road, Ellensburg, WA 98926, until written notice of change of address is provided to Owners. In the event of any vacancy on the Committee, the Board of Directors may designate a new member to fill such vacancy.

Section 4.03 Any construction on any Parcel requires the prior written approval of the Committee. All site plans required to be submitted to the Committee shall be prepared by an architect or other professional and submitted in duplicate by mail to the address of the Committee and shall contain the name, address, and phone number of the Owner and identify the Parcel being developed. The site plan shall show the location of the buildings on the Parcel, access roads, and the limits of the disturbed area. In addition the plan will show a lighting plan indicating the limits of illumination.

Section 4.04 Within thirty (30) days after the receipt of the plans the Committee shall approve or disapprove such plans. Approval or disapproval shall be made upon



one of the copies thereof and returned to the address shown in the plans. If no action is taken within thirty (30) days such plans shall be deemed approved.

Section 4.05

The Committee shall have the authority to grant variances in order to approve plans which do not conform to the restrictions, provided however that any such variations so approved shall not be materially injurious to the improvements of other Parcels.

SECTION 5: THE ASSOCIATION

Section 5.01

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel. Ownership of such Parcel shall be the sole qualification of membership.

Section 5.02

The Owner of each Parcel of forty (40) acres or less shall be entitled to two (2) votes. Owners with more acreage are entitled to three (3) votes. If more than one (1) person is Co-Owner of a Parcel, then any Co-Owner may cast the votes on behalf of such Parcel. However, if Co-Owners vote inconsistently then the votes on behalf of such Parcel shall not be counted.

Section 5.03

The Association shall be governed by a Board of Directors consisting of three people. The members of the Board of Directors shall be appointed by the Declarant until such time as 75% of all Lots have been sold by the Declarant to third parties. At such time, the Owners shall thereafter elect members for the Board of Directors from the Permanent Residents.

Section 5.04

Each Owner of any Parcel, by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association, as hereinafter provided, annual assessments and charges and special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. Open space lots are not subject to assessment.

Section 5.05

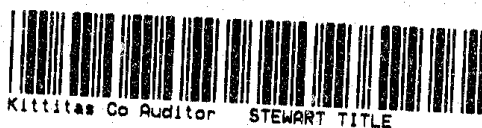
The assessment levied by the Association shall be used for snow removal and the construction, repair, and maintenance of common areas, roads and trails within the Property, the storm drainage system, together with the costs and expenses reasonably incident thereto, such as insurance premiums and legal and accounting fees and costs incurred in enforcement of these covenants.

Section 5.06

Each Parcel shall be subject to an annual assessment, in an amount reasonably estimated by the Board of Directors to be the sum required to fund the necessary and routine costs described herein, including the establishment of a reserve for projected costs. Such annual assessment may, at the discretion of the Board, be required to be paid either monthly or quarterly.

Section 5.07

In addition to the annual assessments, the Association may levy special assessments from time to time for the purpose of defraying, in whole or in part, the cost of extraordinary expenses and any construction or reconstruction.



unexpected repair or replacement of an improvement upon the Road within the Property, for legal fees, costs and expenses incurred with regard to any dispute to which the Association is a party, provided that any such special assessment shall have the consent of Owners possessing two-thirds (2/3) of all votes cast on the decision.

Section 5.08 Annual and special assessments must be allocated uniformly among the Parcels in proportion to the votes the Owners thereof are granted pursuant to Section 5.02 above.

Section 5.09 In the event that any assessment, whether annual or special, shall remain unpaid to the Association for a period of thirty (30) days after the due date established by the Board of Directors, the Association may record a written notice with the Auditor of Kittitas County, Washington that the Association claims a lien against the Parcel that has been levied the assessment for collection of the assessment, together, with a late charge of ten percent (10%) of the delinquent assessment, interest at the rate of twelve percent (12%) per annum from the due date until paid, and attorneys' fees and costs incurred incident thereto. From and after recording such notice, the specified Parcel shall be subject to alien to the Association as security for the sums designated in such notice together with any other unpaid assessment which may accrue thereafter, together with interest and attorneys' fees and costs, until satisfied of record. Such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the Association shall recover a reasonable sum as attorneys' fees therein and the reasonable costs of searching and abstracting the public records. No satisfaction made of foreclosure shall constitute a release of the Association's rights hereunder with respect to future accruing assessments. During the period of any delinquency of an assessment, the Owner of the Parcel subject to the assessment shall not be entitled to vote. For the purpose of this paragraph, the term assessment shall include not only the annual or special assessments assessed pursuant to this Article VII, but also any other cost or charge which, pursuant to the Declaration, is payable by the Owner.

Section 5.10 In consideration of the rights conferred upon the Association hereby, the Association shall maintain the Road and trail easements in the Property. When it deems feasible to do so, the Association shall cause all or a portion of the Road in the Property to be reasonably plowed and passable during the winter season. There are no assurances however that the Road will be cleared the next day (or within any given time frame) after a snowfall. Such services shall be performed for the benefit of the Owners until such time, if any, that such functions shall be assumed by a public authority.

Section 5.11 The Committee shall have the authority to advertise for bids, let contracts to contractors and others, and to take such other actions as is reasonably necessary to comply with this Article.

Section 5.12 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure or proceedings in lieu thereof shall extinguish the lien



of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve any Parcel from liability for any assessment thereafter becoming due or from the lien thereof. Further, Owners shall, in any case, remain personally liable for assessments accrued during any time period in which they were an Owner, including reasonable attorney's fees, costs and interest with respect to any such assessments.

ARTICLE 6: RESERVATION OF RIGHTS & POWER OF ATTORNEY

Section 6.01 The Grantor hereby reserves unto themselves, their heirs, successors and assigns, certain rights in the Development, and the rights reserved are hereby expressly declared to be covenants running with the land, binding on all Owners. The rights reserved are as set forth below in this Article 6.

Section 6.02 The right to form a private, non-profit corporation for the benefit of the Owners ("Homeowners Association") and to incorporate the same unto the laws of the State of Washington, adopting and approving articles of incorporation and bylaws not inconsistent with this Declaration, as it may be amended from time to time.

Section 6.03 The right to execute and deliver any and all easements or related documents in furtherance of the easement rights specified in Article 2, including, without limitation, the right to grant easements for cuts, fills, poles, anchors and other items which may be necessary or beneficial, in the Grantor's sole discretion, outside of the area consisting of the Roads.

Section 6.04 The right to expand or modify the location of Roads, as the Grantor, in their sole discretion, determines might be necessary or beneficial.

Section 6.05 The right to dedicate and convey all or any portion of the Roads to Kittitas County, or any municipal government which includes the Development in the future.

Section 6.06 Each Owner hereby irrevocably appoints the Grantor as his/her lawful attorney-in-fact in his/her name, place and stead to execute and acknowledge and record any and all documents necessary or beneficial for carrying out any of the rights reserved to the Grantor in this Declaration. IT IS EXPRESSLY UNDERSTOOD AND INTENDED THAT THE FOREGOING POWER OF ATTORNEY IS COUPLED WITH AN INTEREST, IS IRREVOCABLE, AND SHALL SURVIVE CONVEYANCE OF PORTIONS OF THE DEVELOPMENT, WHETHER OR NOT MENTIONED IN ANY CONVEYANCE DOCUMENT.

Section 6.07 The rights reserved herein to Grantor shall be carried out by all of them, jointly, or their heirs, successors or assigns, as provided for herein.

ARTICLE 7: MISCELLANEOUS



Section 7.01

The covenants, restrictions, easements, rights, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the Property and any and all parts thereof, the parties in interest thereto and their heirs, assigns personal representatives and successors in interest. Accepting an interest in and to any portion of the Parcels shall constitute an agreement by any person or entity accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

Section 7.02

In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provision hereof shall constitute a waiver of a subsequent breach of the some provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for requiring compliance with any provision, condition, restriction or covenant which may be determined unenforceable.

Section 7.03

Each Owner and the Association, for the benefit of the Owners, shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorney's fees together with the reasonable costs of searching and abstracting the public record which sums shall be paid by the unsuccessful party.

Section 7.04

If there is any conflict between any recorded survey and this Declaration, this Declaration shall control.

Section 7.05

The provisions of this Declaration may be amended, changed or revoked in whole or in part at any time by written instrument signed by the Owners holding seventy-five percent (75%) of all votes entitled to be cast, provided that as long as any Parcel is owned by the Declarant (or any of them), the written consent of the Declarant shall also be required. Such instrument shall be effective only when recorded with the Auditor of Kittitas County, Washington. Until such time as at least half of the Parcels have been sold to third parties, Grantor may amend this Declaration by recording a written instrument with the Auditor of Kittitas County, Washington, and providing a copy of such amendment to any other Owner.

Section 7.06

Grantor may assign its rights and obligations hereunder to any corporation, limited liability company or other entity of which Grantor is an owner or



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member. In such event, all rights and obligations hereunder shall become that of the assignee entity alone, and any claims or obligations against Grantor hereunder accruing after the date of such assignment shall be solely against such entity. Grantor may, likewise, assign its rights and obligations hereunder to any other person or entity which becomes an Owner of more than fifty percent (50%) of the Parcels.

IN WITNESS WHEREOF, this Declaration has been executed by Declarants as of the 29 day of Feb, 2000

[Signature]
Tim Martin

[Signature]
DAVID HUDSON

[Signature]
Joy Martin

[Signature]
DONNA HUDSON

[Signature]
DARRELL STORKSON

[Signature]
MARJORIE STORKSON

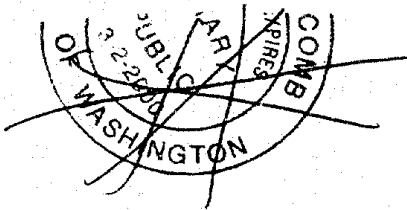
[Signature]
IAN ELLIOT

[Signature]
SANDY ELLIOT,

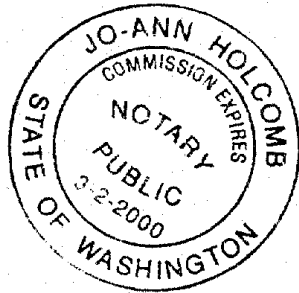
STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss.

On this day personally appeared before me DAVID HUDSON and DONNA, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me by DAVID HUDSON and DONNA on this 29th day of Feb, 2000.



Jo Ann Holcomb
PRINTED NAME: Jo Ann Holcomb
NOTARY PUBLIC
in and for the State of
Washington.
My commission expires: 3-2-2000



State of Washington)
)
County of Kittitas)

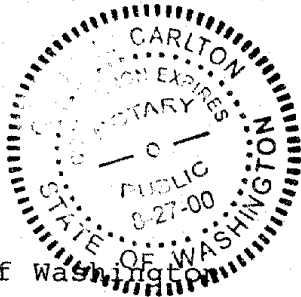


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On this day personally appeared before me Tim Martin to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me by Tim Martin on this 11 day of July, 2000

C. J. Cantrell
Notary Public in and for the
State of Washington
Residing at Ellensburg
My commision expires 8/27/00

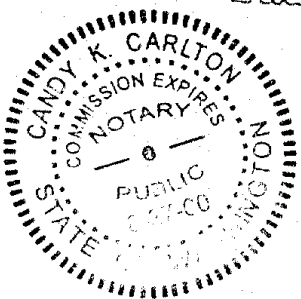


State of Washington)
)
County of Kittitas)

On this day persohally appeared before me Joy Martin to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me by Joy Martin on this 30 day of May, 2000

C. J. Cantrell
Notary Public in and for the
State of Washington
Residing at Ellensburg
My commision expires 8/27/00





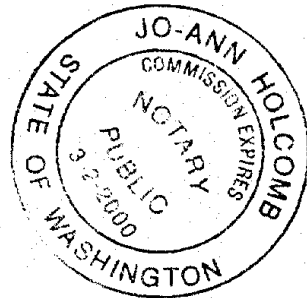
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Kittitas Co Auditor STEWART TITLE

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss.

On this day personally appeared before me DARRELL STORKSON and MARJORIE STORKSON, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me by DARRELL STORKSON and MARJORIE STORKSON on this 29 day of Feb, 2000.



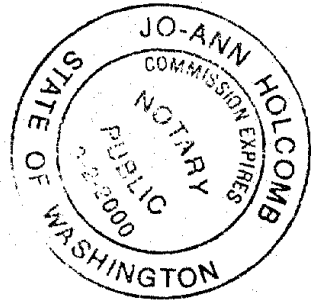
Jo Ann Holcomb
PRINTED NAME: Jo Ann Holcomb
NOTARY PUBLIC
in and for the State of
Washington.
My commission expires: 3-2-2000



STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me IAN ELLIOT and SANDY ELLIOT, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me by IAN ELLIOT and SANDY ELLIOT on this 29th day of Feb, 2000.



Jo Ann Holcomb
PRINTED NAME: Jo Ann Holcomb
NOTARY PUBLIC
in and for the State of
Washington.
My commission expires: 3-2-2000



EXHIBIT A

Lot 1E

Lot 1E of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Southeast Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 1F

Lot 1F of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Southeast Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 1G

Lot 1G of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Southeast Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 1H

Lot 1H of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the East Half of Section 3 and a portion of the Northwest Quarter of Section 2, all in Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 2E

Lot 2E of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 2F

Lot 2F of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.



Lot 4E

Lot 4E of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 4F

Lot 4F of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 4G

Lot 4G of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 4H

Lot 4H of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 4J

Lot 4J of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the East Half of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 4K

Lot 4K of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 4L

Lot 4L of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County,



Washington; being a portion of the Northeast Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 5E

Lot 5E of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the South Half of Section 35, Township 18 north, Range 17 East, and a portion of the North Half and the Southeast Quarter of Section 2, Township 17 North, Range 17 East, W.M., all in the County of Kittitas, State of Washington.

Lot 5F

Lot 5F of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 35, Township 18 North, Range 17 East, and a portion of the Northwest Quarter of Section 2, Township 17 North, Range 17 East W.M., all in the County of Kittitas, State of Washington.

Lot 5G

Lot 5G of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 35, Township 18 North, Range 17 East, and a portion of the Northwest Quarter of Section 2, Township 17 North, Range 17 East, W.M., all in the County of Kittitas, State of Washington.

Lot 18E

Lot 18E of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 18F

Lot 18F of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Lot 18G

Lot 18G of that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County,

Washington; being a portion of the Northwest Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Also including Easements R, S, T, and U:

Easement R

Easement R as delineated on that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being across portions of the Northwest Quarter of Section 2, and across portions of the North Half of Section 3, all in Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington; affecting Parcels 5F, 5G, 4E, 4F, 4G, 4H, and 18F of said Survey.

Easement S

Easement S as delineated on that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being across portions of the Northwest Quarter of Section 2, and across portions of the East Half and the Southwest Quarter of Section 3, all in Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington; affecting Parcels 5F, 5G, 4J, 4K, 4L, 1E, 1F, 1G, 1H and 2F of said Survey.

Easement T

Easement T as delineated on that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being across a portion of the Northeast Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington; affecting Parcel 4F of said Survey.

Easement U

Easement U as delineated on that certain Survey as recorded October 8, 1999, in Book 24 of Surveys at pages 155-158, under Auditor's File No. 199910080039, records of Kittitas County, Washington; being 60 feet in width, 30 feet on each side of the physical centerline of the existing road across Parcel 1H of said Survey; being across a portion of the Southeast Quarter of Section 3, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.