

**AFTER RECORDING RETURN TO:**

LAW OFFICES OF ROBERT G. DODGE, PLLC  
ROBERT G. DODGE  
124 NO. WENATCHEE AVENUE, SUITE A  
WENATCHEE, WA 98801  
(509) 662-9602

REVIEWED BY: *M. Witt*  
DEPUTY, KITTITAS COUNTY TREASURER  
DATE: 3-3-09  
STANDS BEFORE ME: *Judy Aaby*  
REPRESENTING: *Darin Aaby*  
STATING THAT NO CONSIDERATION  
IS BEING PAID.

03/03/2009 02:54:04 PM  
\$73.00  
Amendment WINBAUER  
Kittitas County Auditor

200903030017  
Page 1 of 32



Information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 & RCW 65.04, is not to be relied upon for any other purpose and shall not affect the intent of or any warranty contained in the document itself.

**Grantors and/or Owners:** Darin R. Aaby, Judy D. Aaby, George E. Austin, Nancy J. Austin, Ann J. Beaudoin, Paul H. Beaudoin, Ann Callow, D&H Ranch, Inc., Ian Elliot, Sandy Elliot, Joanne V. Hilleman, Werner J. Hilleman, Jr., David G. Hudson, Donna Hudson, Howard Johnson, Linda S. Johnson, Ruth A. Lippencott, Jerry A. Maples, Nancy A. Maples, Darrell Storkson, and Marjorie Storkson, Melissa A. Cooke

**Reference Numbers of Related Recorded Documents:** AFNs 200008010057, 200102160011, 200310240041.

**Abbreviated Legal Description:** Portions Sections 2 & 3, Twn 17 N, Range 17 E., W.M.; portions Section 34 & 35, Twn 18 N, Range 17 E., W.M., Kittitas County, State of Washington.

**Complete or Additional Legal Description on Exhibit A of Document.**

**Assessor's Parcel Number(s):** 17-17-02051-0001, 17-17-02051-0002, 17-17-02051-0003, 17-17-02051-0004, 18-17-34000-0005, 18-17-35000-0001, 18-17-35040-0006, 18-17-35050-0001, 18-17-35050-0002, 18-17-35050-0003, 18-17-35050-0004, 18-17-35051-0001, 18-17-35051-0002, 18-17-35051-0003, 18-17-35051-0004, 18-17-35051-0005, 18-17-35051-0006

**FIRST AMENDMENT  
TO  
DECLARATION OF NONEXCLUSIVE EASEMENT  
FOR UTILITIES, INGRESS AND EGRESS**

This First Amendment to Declaration of Nonexclusive Easement for Utilities, Ingress and Egress (hereinafter "First Amendment") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008, by the undersigned.

FIRST AMENDMENT TO  
DECLARATION RE: EASEMENT Q - 1

Prior Related Recording



This First Amendment amends that certain Declaration of Nonexclusive Easement for Utilities, Ingress and Egress filed for record October 24, 2003, under Auditor's File No. 200310240041, records of Kittitas County, State of Washington, (hereinafter "Declaration").

Recitals

The undersigned are the Grantors under the Declaration and/or the owners (hereinafter the "Owners") of the real property described on Exhibit A hereto (incorporated herein by this reference as though the same were set forth in full herein). This First Amendment is entered into for the purpose of (1) correcting certain errors in the Declaration identifying the parcels and easements within High Ranch intended to be benefitted and burdened by the Declaration, (2) authorizing and identifying certain real property outside of High Ranch to be benefitted and burdened by the Declaration, and (3) amending the Declaration in certain other respects to correct and/or clarify the intended scope and operation of the Declaration.

Amendment

The Declaration is hereby amended as follows:

As used in the Declaration, the legal description of the term Property is hereby amended by adding and including all real property identified and described on attached Exhibit A to this First Amendment, as well as such other and additional real property lying adjacent to High Ranch which the High Ranch Homeowners Association may approve from time to time for inclusion in the Property subject to such terms and conditions of approval as may be imposed by the Association. The undersigned Grantors and Owners hereby acknowledge and agree to the addition of said properties to the Property and, further, that use and ownership of the Property shall be subject to all terms and conditions set forth in the Declaration, as herein amended and as the same may be amended from time to time by mutual agreement of all Grantors and Owners.

Further Agreement

The undersigned Grantors and Owners further acknowledge and agree that use and maintenance of Easement Q, declared and established in the Declaration, shall be governed by the terms and conditions of that certain Declaration of Restrictions, Covenants and Conditions and Charges, Assessments and Liens of the High Ranch at Ellensburg filed for record August 1, 2000, under Auditor's File No. 200008010057, records of Kittitas County, Washington, as the same has been or may be amended from time to time (the "CC&Rs"); provided, however, the property owned by D&H Ranch, Inc., and/or its successors and assigns, shall be subject to only those sections of the CC&Rs as set out and modified on attached Exhibit B hereto.

IN WITNESS WHEREOF, the undersigned have affixed their signatures effective as of the day and date first above written.



GRANTORS

\_\_\_\_\_  
DAVID HUDSON

\_\_\_\_\_  
DONNA HUDSON

\_\_\_\_\_  
DARRELL STORKSON

\_\_\_\_\_  
MARJORIE STORKSON

\_\_\_\_\_  
IAN ELLIOT

\_\_\_\_\_  
SANDY ELLIOT

OWNERS

\_\_\_\_\_  
LARRY O. HILLIS, President  
D&H Ranch, Inc.

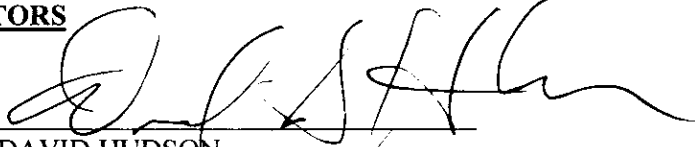
\_\_\_\_\_  
DAVID J. DUNCAN, JR., Vice-President  
D&H Ranch, Inc.

\_\_\_\_\_  
DARIN R. AABY

\_\_\_\_\_  
JUDY D. AABY



**GRANTORS**

  
\_\_\_\_\_  
DAVID HUDSON

  
\_\_\_\_\_  
DONNA HUDSON

  
\_\_\_\_\_  
DARRELL STORKSON

  
\_\_\_\_\_  
MARJORIE STORKSON

\_\_\_\_\_  
IAN ELLIOT

\_\_\_\_\_  
SANDY ELLIOT

**OWNERS**

\_\_\_\_\_  
LARRY O. HILLIS, President  
D&H Ranch, Inc.

\_\_\_\_\_  
DAVID J. DUNCAN, JR., Vice-President  
D&H Ranch, Inc.


\_\_\_\_\_  
DARIN R. AABY

\_\_\_\_\_  
JUDY D. AABY



\_\_\_\_\_  
GEORGE E. AUSTIN

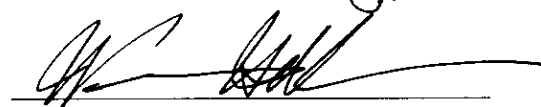
\_\_\_\_\_  
NANCY J. AUSTIN

  
\_\_\_\_\_  
ANN J. BEAUDOIN

  
\_\_\_\_\_  
PAUL H. BEAUDOIN

  
\_\_\_\_\_  
ANN CALLOW

  
\_\_\_\_\_  
JOANNE V. HILLEMANN

  
\_\_\_\_\_  
WERNER J. HILLEMANN, JR.

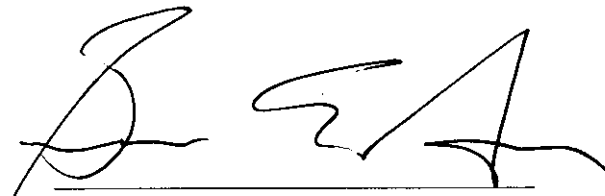
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DAVID G. HUDSON

\_\_\_\_\_  
DONNA HUDSON

  
\_\_\_\_\_  
HOWARD JOHNSON

  
\_\_\_\_\_  
LINDA S. JOHNSON

  
\_\_\_\_\_  
RUTH A. LIPPENCOTT

  
\_\_\_\_\_  
GEORGE E. AUSTIN

  
\_\_\_\_\_  
NANCY J. AUSTIN

\_\_\_\_\_  
ANN J. BEAUDOIN

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PAUL H. BEAUDOIN

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ANN CALLOW

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JOANNE V. HILLEMANN

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WERNER J. HILLEMANN, JR.

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DAVID G. HUDSON

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DONNA HUDSON

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HOWARD JOHNSON

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LINDA S. JOHNSON

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RUTH A. LIPPENCOTT

FIRST AMENDMENT TO  
DECLARATION RE: EASEMENT Q-4

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Amendment WINBAUER  
Kittitas County Auditor

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\_\_\_\_\_  
GEORGE E. AUSTIN

\_\_\_\_\_  
NANCY J. AUSTIN

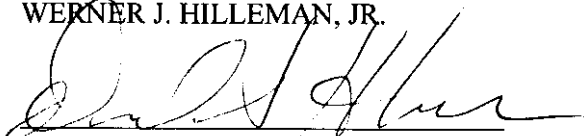
\_\_\_\_\_  
ANN J. BEAUDOIN

\_\_\_\_\_  
PAUL H. BEAUDOIN

\_\_\_\_\_  
ANN CALLOW

\_\_\_\_\_  
JOANNE V. HILLEMANN

\_\_\_\_\_  
WERNER J. HILLEMANN, JR.

  
\_\_\_\_\_  
DAVID G. HUDSON

  
\_\_\_\_\_  
DONNA HUDSON

\_\_\_\_\_  
HOWARD JOHNSON

\_\_\_\_\_  
LINDA S. JOHNSON

\_\_\_\_\_  
RUTH A. LIPPENCOTT







JERRY A. MAPLES

NANCY A. MAPLES

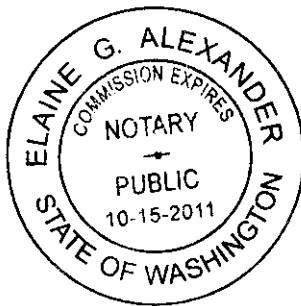
*Darrel J. Storkson*  
DARREL J. STORKSON

*Marjorie Storkson*  
MARJORIE STORKSON

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I CERTIFY that I know or have satisfactory evidence that DAVID HUDSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19<sup>th</sup> day of Dec., 2008.



*Elaine G. Alexander*  
Printed Name: ELAINE G. ALEXANDER  
NOTARY PUBLIC, State of WASHINGTON  
My appointment expires: 10-15-2011

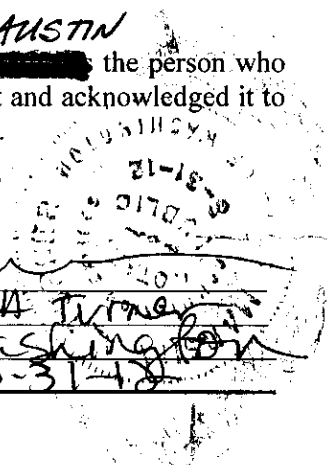


STATE OF Washington ) ss.  
COUNTY OF King )

I CERTIFY that I know or have satisfactory evidence that [REDACTED] the person who appeared before me, and said person 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 5<sup>th</sup> day of Jan, 2008.

NANCY J AUSTIN  
Marsha A Turner  
Printed Name: Marsha A Turner  
NOTARY PUBLIC, State of Washington  
My appointment expires: 03-31-12

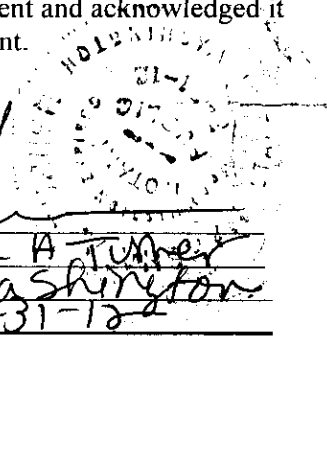


STATE OF Washington ) ss.  
COUNTY OF King )

I CERTIFY that I know or have satisfactory evidence that [REDACTED] is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5<sup>th</sup> day of Jan, 2008.

GEORGE E AUSTIN  
Marsha A Turner  
Printed Name: Marsha A Turner  
NOTARY PUBLIC, State of Washington  
My appointment expires: 03-31-12

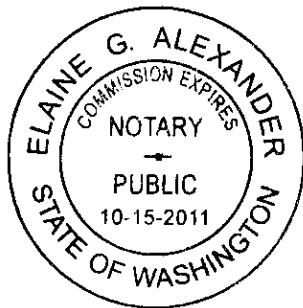




STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOTHOMISH )

I CERTIFY that I know or have satisfactory evidence that DONNA HUDSON is the person who appeared before me, and said person 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 19<sup>th</sup> day of Dec., 2008.

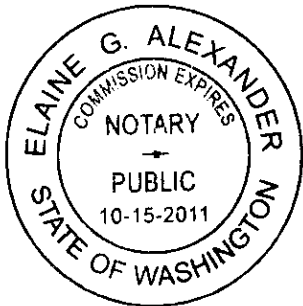


Elaine G. Alexander  
Printed Name: ELAINE G. ALEXANDER  
NOTARY PUBLIC, State of WASHINGTON  
My appointment expires: 10-15-2011

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOTHOMISH )

I CERTIFY that I know or have satisfactory evidence that DARRELL STORKSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19<sup>th</sup> day of Dec., 2008.



Elaine G. Alexander  
Printed Name: ELAINE G. ALEXANDER  
NOTARY PUBLIC, State of WASHINGTON  
My appointment expires: 10-15-2011



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that I know or have satisfactory evidence that MARJORIE STORKSON is the person who appeared before me, and said person 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF Washington )  
 ) ss.  
COUNTY OF Kittitas )

I CERTIFY that I know or have satisfactory evidence that IAN ELLIOT is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17th day of December, 2008.



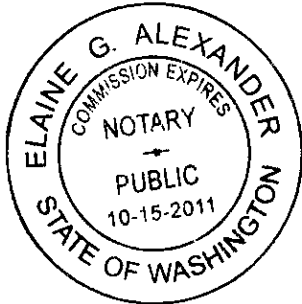
Judy Lang  
Printed Name: Judy Lang  
NOTARY PUBLIC, State of Washington  
My appointment expires: 11-09-12



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOTOMISH )

I CERTIFY that I know or have satisfactory evidence that MARJORIE STORKSON is the person who appeared before me, and said person 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 19th day of Dec, 2008.



Elaine G. Alexander  
Printed Name: ELAINE G. ALEXANDER  
NOTARY PUBLIC, State of WASHINGTON  
My appointment expires: 10-15-2011

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that I know or have satisfactory evidence that IAN ELLIOT is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

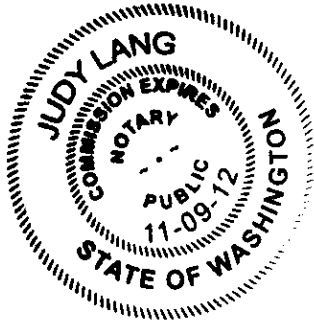
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



STATE OF Washington )  
 ) ss.  
COUNTY OF Kittitas )

I CERTIFY that I know or have satisfactory evidence that SANDY ELLIOT is the person who appeared before me, and said person 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 17th day of December, 2008.



Judy Lang  
Printed Name: Judy Lang  
NOTARY PUBLIC, State of Washington  
My appointment expires: 11-09-12

STATE OF Washington )  
 ) ss.  
COUNTY OF Kittitas )

I certify that I know or have satisfactory evidence that LARRY O. HILLIS 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 President of D&H RANCH, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10th day of December, 2008.



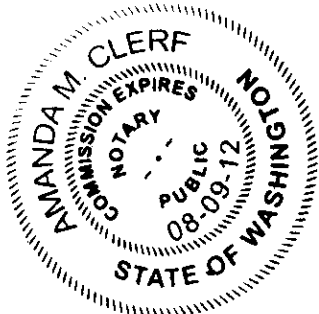
Judy Lang  
Printed Name: Judy Lang  
NOTARY PUBLIC, State of Washington  
My appointment expires: 11-09-12



STATE OF Washington )  
 ) ss.  
COUNTY OF Kittitas )

I certify that I know or have satisfactory evidence that DAVID J. DUNCAN, JR., 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 Vice-President of D&H RANCH, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 22nd day of January, 2008<sup>?</sup>



Amanda M. Clarf  
Printed Name: Amanda M. Clarf  
NOTARY PUBLIC, State of WA  
My appointment expires: 08-09-12

STATE OF WASHINGTON )  
 ) ss.  
County of Kittitas )

This is to certify that, on this 15<sup>th</sup> day of January, <sup>2009</sup>~~2008~~, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for DARIN R. AABY, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.

Judy Lang  
Printed Name Judy Lang  
Notary Public in and for the State of Washington  
My commission expires: 11-09-12



STATE OF WASHINGTON )  
 )ss.  
County of Kittitas )

This is to certify that, on this 15<sup>th</sup> day of January, <sup>2009</sup>~~2008~~, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for JUDY D. AABY, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.



Judy Lang  
Printed Name Judy Lang  
Notary Public in and for the State of Washington  
My commission expires: 11-09-12

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that I know or have satisfactory evidence that GEORGE E. AUSTIN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_





STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that I know or have satisfactory evidence that NANCY J. AUSTIN is the person who appeared before me, and said person 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that I know or have satisfactory evidence that ANN J. BEAUDOIN is the person who appeared before me, and said person 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that I know or have satisfactory evidence that PAUL H. BEAUDOIN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

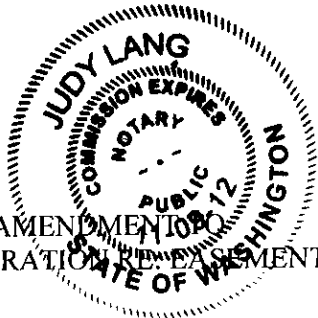
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KITTITAS )

This is to certify that, on this 17th day of December, 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for ANN CALLOW, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.

Judy Lang  
Printed Name Judy Lang  
Notary Public in and for the State of Washington  
My commission expires: 11-09-12

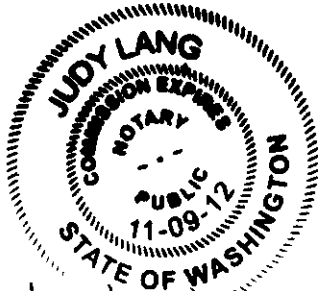




STATE OF Washington )  
 ) ss.  
COUNTY OF Kittitas )

I CERTIFY that I know or have satisfactory evidence that JOANNE V. HILLEMANN is the person who appeared before me, and said person 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 December, 2008.



Judy Lang  
Printed Name: Judy Lang  
NOTARY PUBLIC, State of Washington  
My appointment expires: 11-09-12

STATE OF Washington )  
 ) ss.  
COUNTY OF Kittitas )

I CERTIFY that I know or have satisfactory evidence that WERNER J. HILLEMANN, JR., is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 14th day of January, <sup>2009</sup>~~2008~~.

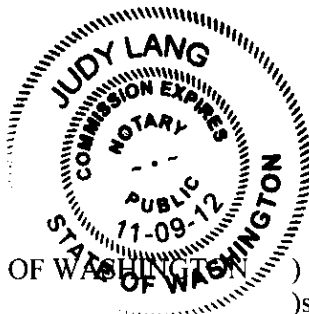
Judy Lang  
Printed Name: Judy Lang  
NOTARY PUBLIC, State of Washington  
My appointment expires: 11-09-12



STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KITTITAS )

This is to certify that, on this 17th day of December, 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for HOWARD JOHNSON, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.



Judy Lang  
Printed Name Judy Lang  
Notary Public in and for the State of Washington  
My commission expires: 11-09-12

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KITTITAS )

This is to certify that, on this 17th day of December, 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for LINDA S. JOHNSON, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.



Judy Lang  
Printed Name Judy Lang  
Notary Public in and for the State of Washington  
My commission expires: 11-09-12

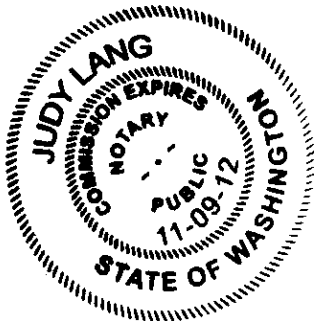
FIRST AMENDMENT TO  
DECLARATION OF REALESTATE Q - 14



STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KITTITAS )

This is to certify that, on this 17<sup>th</sup> day of December, 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for RUTH A. LIPPENCOTT, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.

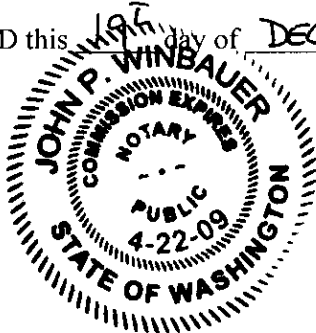


Judy Lang  
Printed Name Judy Lang  
Notary Public in and for the State of Washington  
My commission expires: 11-09-12

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KITTITAS )

I CERTIFY that I know or have satisfactory evidence that JERRY W. MAPLES is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17<sup>th</sup> day of DECEMBER, 2008.



[Signature]

Printed Name: JOHN P. WINBAUER  
NOTARY PUBLIC, State of WASHINGTON  
My appointment expires: 4-22-09



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITTITAS )

I CERTIFY that I know or have satisfactory evidence that NANCY A. MAPLES is the person who appeared before me, and said person 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 19<sup>th</sup> day of December, 2008.



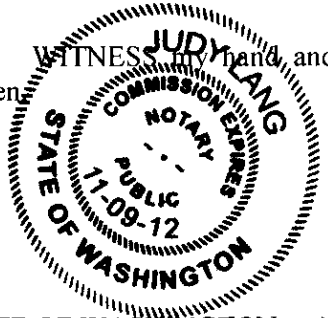
Printed Name: JOHN P. WINBAUER  
NOTARY PUBLIC, State of WASHINGTON  
My appointment expires: 4-22-09.



STATE OF WASHINGTON )  
 )ss.  
County of Kittitas )

This is to certify that, on this 13<sup>th</sup> day of February, 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for **Paul H. Beaudoin**, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.

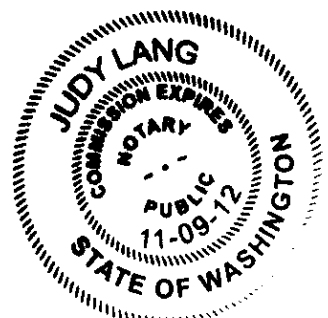


Judy Lang  
Printed Name Judy Lang  
Notary Public in and for the State of Washington  
My commission expires: 11-09-12

STATE OF WASHINGTON )  
 )ss.  
County of Kittitas )

This is to certify that, on this 13<sup>th</sup> day of February, 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for **Ann J. Beaudoin**, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.



Judy Lang  
Printed Name Judy Lang  
Notary Public in and for the State of Washington  
My commission expires: 11-09-12



The undersigned, Melissa A. Cooke, hereby acknowledges, agrees to, and joins in all terms and conditions of the First Amendment to Declaration of Nonexclusive Easement for Utilities, Ingress and Egress which is attached hereto in its entirety.

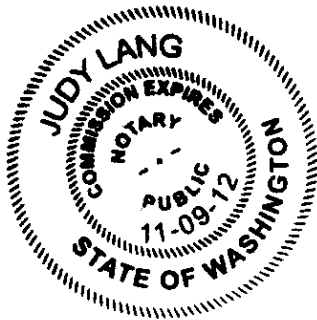
*Melissa A. Cooke*

MELISSA A. COOKE

STATE OF WASHINGTON )  
 )ss  
County of Kittitas )

I certify that I know or have satisfactory evidence that **Melissa A. Cooke** 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 11<sup>th</sup> day of February, 2009.



*Judy Lang*  
Printed Name: Judy Lang  
Notary Public in and for the State of Washington  
My commission expires: 11-09-12





## Exhibit A

### Darin R. Aaby and Judy D. Aaby

Lots 3 of STORKSON PERFORMANCE BASED CLUSTER PLAT, SP 06-44, recorded January 28, 2008, in Book 11 of Short Plats at Pages 102 through 103, under recording numbers 200801280091; being a portion of Section 35, Township 18 North, Range 17, East, W.M., records of Kittitas County, State of Washington. Parcel Nos. 18-17-35051-0003.

### George E. Austin and Nancy J. Austin

Lot D3, HIGH RANCH SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. SP-01-07, as recorded September 17, 2003, under Auditor's File No. 200309170014, in Book G of Short Plats at pages 92-93, records of Kittitas County, Washington; being a portion of the South Half of Section 35, Township 18 North, Range 17 East, W.M., all in the County of Kittitas, State of Washington. Parcel No. 18-17-35050-0003.

### Paul H. Beaudoin and Ann J. Beaudoin

Parcels C and C1 of that Boundary Line Adjustment recorded on January 9, 2006, in Book 32 of Surveys, page 39, under Auditor's File No. 200601090034, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 35, Township 17 North, Range 17 East, W.M. and Section 35, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington. Parcel No. 18-17-35000-0001.

### Werner J. Hilleman, Jr., and JoAnne V. Hilleman

#### ***Parcel 1***

Lot D2, HIGH RANCH SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. SP-01-07, as recorded September 17, 2003, under Auditor's File No. 200309170014, in Book G of Short Plats at pages 92-93, records of Kittitas County, Washington; being a portion of the South Half of Section 35, Township 18 North, Range 17 East, W.M., all in the County of Kittitas, State of Washington. Parcel No. 18-17-35050-0002.

***Parcel 2***

VENDEE'S INTEREST in Lot 4 of HUDSON LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded September 10, 2006, in Book 10 of Plats, pages 168 and 169, records of said County, pursuant to Real Estate Contract dated October 3, 2006, and filed under Kittitas County Auditor's No. 20061012003. Parcel No. 17-17-02051-0004.

David G. Hudson and Donna Hudson

***Parcel 1***

Lot 1 of HUDSON LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 10 of Plats, pages 168 and 169, records of said County. Parcel No. 17-17-02051-0001.

***Parcel 2***

VENDOR'S INTEREST in Lot 4 of HUDSON LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded September 10, 2006, in Book 10 of Plats, pages 168 and 169, records of said County, pursuant to Real Estate Contract dated October 3, 2006, and filed under Kittitas County Auditor's No. 20061012003. Parcel No. 17-17-02051-0004.

Howard Johnson

Lot D1, HIGH RANCH SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. SP-01-07, as recorded September 17, 2003, under Auditor's File No. 200309170014, in Book G of Short Plats at pages 92-93, records of Kittitas County, Washington; being a portion of the South Half of Section 35, Township 18 North, Range 17 East, W.M., and a portion of the North Half of Section 2, Township 17 North, Range 17 East, W.M., all in the County of Kittitas, State of Washington. Parcel No. 18-17-35050-0001.

Howard Johnson and Ann Callow

Lot 2 of HUDSON LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded September 10, 2006, in Book 10 of Plats, pages 168 and 169, records of said County. Parcel No. 17-17-02051-0002.



Linda S. Johnson

Lot 3 of HUDSON LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded September 10, 2006, in Book 10 of Plats, pages 168 and 169, records of said County. Parcel No. 17-17-02051-0003.

Ruth A. Lippencott

Lot 4 of STORKSON PERFORMANCE BASED CLUSTER PLAT, SP 06-44, recorded January 28, 2008, in Book 11 of Short Plats at Pages 102 through 103, under recording numbers 200801280091; being a portion of Section 35, Township 18 North, Range 17, East, W.M., records of Kittitas County, State of Washington. Parcel No. 18-17-35051-0004.

Jerry A. Maples and Nancy A. Maples

***Parcel 1***

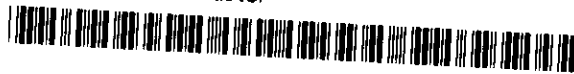
Lot D4, HIGH RANCH SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. SP-01-07, as recorded September 17, 2003, under Auditor's File No. 200309170014, in Book G of Short Plats at pages 92-93, records of Kittitas County, Washington; being a portion of the South Half of Section 35, Township 18 North, Range 17 East, W.M., all in the County of Kittitas, State of Washington. Parcel No. 18-17-35050-0004.

***Parcel 2***

Lot 1 of STORKSON PERFORMANCE BASED CLUSTER PLAT, SP 06-44, recorded January 28, 2008, in Book 11 of Short Plats at Pages 102 through 103, under recording numbers 200801280091; being a portion of Section 35, Township 18 North, Range 17, East, W.M., records of Kittitas County, State of Washington. Parcel No. 18-17-35051-0001.

Darrel J. Storkson and Marjorie Storkson

Lots 2, 5, and Open Space of STORKSON PERFORMANCE BASED CLUSTER PLAT, SP 06-44, recorded January 28, 2008, in Book 11 of Short Plats at Pages 102 through 103, under recording numbers 200801280091; being a portion of Section 35, Township 18 North, Range 17, East, W.M., records of Kittitas County, State of Washington. Parcel Nos. 18-17-35051-0002; 18-17-35051-0005; 18-17-35051-0006.



D&H Ranch, Inc.

***Parcel 1***

The North Half of the South Half of Section 34, Township 18, North, Range 17 East, W.M. in the County of Kittitas, State of Washington. Parcel No. 18-17-34000-0005.

***Parcel 2***

That portion of the South Half of the Southeast Quarter of Section 35, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington described as follows:

The South 340 feet of the Southeast Quarter of the Southeast Quarter lying east of the right-of-way of the South Branch Canal of Kittitas Reclamation District;

EXCEPTING THEREFROM that portion described as follows: Beginning at the southeast corner of said Section 35; thence North  $89^{\circ}08'00''$  West 596.8 feet along the South line of said Section; thence North  $61^{\circ}02'$  East, a distance of 394.0 feet; thence South  $69^{\circ}26'$  East, a distance of 269.0 feet to the East line of said Section; thence South  $0^{\circ}08'$  East, a distance of 103.3 feet along said East line to the Southeast corner of said Section 35 and the point of beginning;

ALSO EXCEPTING THEREFROM a right-of-way for an irrigation ditch, 35 feet in width heretofore conveyed to Kittitas County Reclamation District by Deed recorded in Book 46 of Deeds, page 515.

AND

That portion of the Southwest Quarter and that portion of the South Half of the Southeast Quarter of Section 35, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, described as follows:

A tract of land bounded by a line beginning at a point on the South line of said Section 35, West, a distance of 1097.9 feet from the southeast corner of said Section, said point being at the intersection of the South Section line with the westerly right-of-way line of the South Branch Canal of the Kittitas Reclamation District; thence running North  $49^{\circ}00'$  West, a distance of 2065.5 feet to a point on the west boundary of the Southwest Quarter of the Southeast Quarter of said Section 35, South 40 feet of the northwest corner of said subdivision; thence North  $74^{\circ}17'$  West, a distance of 2728.4 feet to a point



on the West line of said Section; thence North 0°51' East along the West boundary line of said Section, a distance of 588.3 feet to the northwest corner of the Southwest Quarter of said Section; thence East along the North line of said Southwest Quarter of Section 35 to the westerly right-of-way line of said South Branch Canal of the Kittitas Reclamation District; thence southeasterly along said right-of-way line to the East line of said Southwest Quarter of Section 35; thence South along East line of said Southwest Quarter to the northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 35; thence East along the North line of said Southwest Quarter of the Southeast Quarter to the westerly right-of-way line of the South Branch Canal of the Kittitas Reclamation District; thence southeasterly along said westerly right-of-way line to the point of beginning. Parcel No. 18-17-35040-0006.

#### Easement Q

High Ranch Road and Ridge Road described as Easement Q as delineated on that certain Survey recorded February 17, 1999, in Book 24 of Surveys at pages 22-26, under Auditor's File No. 199902170040, records of Kittitas County, Washington; being across portions of the Southeast, Northeast, and Northwest Quarters of Section 2, Township 17 North, Range 17 East, W.M., and also across portions of the Southeast and Southwest Quarters of Section 35, Township 18 North, Range 17 East, W.M., all in the County of Kittitas, State of Washington; affecting Parcels 5A, 5B, 5C and 5D of said Survey.



**EXHIBIT B**  
**RESTRICTIONS, COVENANTS, CONDITIONS, CHARGES,**  
**ASSESSMENTS, AND LIENS OF HIGH RANCH AT ELLENSBURG**  
**APPLICABLE TO D&H RANCH, INC. PROPERTIES.**

- Section 2.01: 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 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. 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 3.11: 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 Owner's rights to use and enjoyment of the respective Parcels.

All 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. An 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.

- Section 3.12: Guests. Owners are responsible at all times for the conduct of their guests.
- 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. The Owners of the D & H Ranch properties will get no vote on subjects they have opted out of.
- 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 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 of the Owners thereof 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 cost incurred incident thereto. From and after recording such notice, the specified Parcel shall be subject to a lien 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 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 right 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.

The Property as described hereinabove **does not** include the parcels legally described in the Easement Agreement attached hereto which are currently owned by D&H Ranch, Inc. The Association and all other Owners do not have the right to access any roadways constructed on D&H Ranch, Inc. property and the Association has no duty to maintain said roadways.



Section 5.11: The Committee shall have the authority to advertise for bids, let contract 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 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 foreclosures 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 attorneys' fees, costs and interest with respect to any such assessments.