



**Public Offering Statements
and
Disclosure Documents**

1. Prospective Buyer's Acknowledgement of Receipt of Canyon River Ranch Disclosure Documents
2. Public Offering Statement for a State of Washington Timeshare Registration (RCW 64.36 and WAC 308-127)
3. Public Offering Statement for The Lodge at Canyon River Ranch, a Condominium (RCW 64.34)
4. Amended and Restated Condominium Declaration
5. Survey Map and Plans and Amendments 1, 2, 3, 5 and 6 to the Survey Map and Plans¹
6. Permitted Uses
7. Description of Site Improvements
8. Condominium Rules and Regulations
9. Timeshare Reservation Program
10. Owners Association Articles of Incorporation
11. Owners Association Bylaws
12. Statement of the Current Association Assessments
13. Current Association Budget
14. Form Purchase and Sale Agreement
15. Form Statutory Warranty Deed
16. Site Plan of Canyon River Ranch
17. Air Photo of Canyon River Ranch

¹ There is no 4th Amendment to the Survey Map and Plans.

EXHIBIT 1



**STATE OF WASHINGTON PUBLIC OFFERING STATEMENT FOR
CANYON RIVER LODGE, LLC
and
Public Offering Statement for the Lodge at Canyon River Ranch, a Condominium**

**CANYON RIVER RANCH
PUBLIC OFFERING STATEMENTS AND DISCLOSURE DOCUMENTS
ACKNOWLEDGEMENT AND RECEIPT**

In connection with the purchase of the Time Share Interest or Condominium Interest in the Lodge at Canyon River Ranch, a condominium, the undersigned Purchaser hereby acknowledges receipt, and the undersigned Selling Agent hereby certifies delivery, of the following:

1. Public Offering Statement for a State of Washington Timeshare Registration, dated _____ (RCW 64.36 and WAC 308-127)
2. Public Offering Statement for The Lodge at Canyon River Ranch, a Condominium, dated _____ (RCW 64.34)
3. Amended and Restated Condominium Declaration
4. Survey Map and Plans and Amendments 1, 2, 3, 5 and 6 to the Survey Map and Plans
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together with copies of all the documents referred to therein (collectively the "POS").

Purchaser and Selling Agent further acknowledge: that Selling Agent does not have the authority to make, and has not made, any representation or promise on behalf of Seller; and that Seller is liable only for representations and promises contained either in the POS or other written document signed by Seller.

PURCHASER:

Dated: _____

Signature

Print Name

Dated: _____

Signature

Print Name

EXHIBIT 2



**Public Offering Statement
for a
State of Washington
Timeshare Registration**

Name of resort **The Lodge at Canyon River Ranch**

**Purchaser Cancellation Rights
RCW 64.36.150**

As a prospective purchaser, you may, for seven days following execution of an agreement to purchase a timeshare, cancel the agreement and receive a refund of any consideration paid by providing written notice of the cancellation to the promoter or the promoter's agent. If you did not receive the disclosure document, the agreement is voidable by the purchaser until the purchaser receives the document and for seven days thereafter.

You may cancel your contract without any cancellation fee or other penalty, or stated reason for doing so, by mailing or by hand delivery a notice of cancellation to: Canyon River Lodge LLC, 1218 Third Avenue, Suite 2300, Seattle, WA 98101.

**Each Prospective Purchaser Shall be Provided a
Public Offering Statement
Prior to the Execution of Any Agreement
or the Purchase of a Timeshare**

Purchasers who believe that conditions are not as stated in the Public Offering Statement, are requested to contact **the Department of Licensing, Business and Professions Division, Timeshare Section, P.O. Box 9015, Olympia, WA 98507-9015.**

State of Washington Public Offering Statement for
(Timeshare business name as licensed)

Canyon River Lodge LLC (conveyed from license holder Canyon River Ranch LLC)

Note: The Lodge at Canyon River Ranch Lodge Suite Time Share Units are part of the Canyon River Ranch, a condominium, created pursuant to the Washington Condominium Act (RCW 64.34). In addition to receiving the Public Offering Statement for the Lodge at Canyon River Ranch Lodge Suite Time Share Units, each purchaser must receive a copy of the Canyon River Ranch Disclosure Book, which also contains the Public Offering Statement for the Lodge at Canyon River Ranch, a condominium; Condominium Declaration and Proposed Amendment; Survey Map and Plans and Proposed Amendment; Bylaws; Articles of Incorporation; Budget; and a 2-10 Home Buyers Warranty.

Name and Address of Promoter
RCW 64.36.140 (1)

Canyon River Lodge LLC ("Seller"), 1218 Third Avenue, Suite 2300, Seattle, WA 98101, Richard T. Leider, Manager and Member.

Location of Time Share Property
RCW 64.36.140 (2)

Canyon River Ranch, a condominium, 14694 Highway 821, Ellensburg WA 98926 (the "Condominium").

Description of Time Share Property and Time Share Units
RCW 64.36.140 (3)

1. Canyon River Ranch consists of three types of condominium units created pursuant to the Washington Condominium Act, subject to the Special Declarant Development Rights to modify development plans in Article 22 of the Condominium Declaration for Canyon River Ranch, a condominium ("Condominium Declaration").¹ The three unit types include:

(a) twenty Cabin Site Units (Units one through twenty) on which the owner may construct one single family dwelling structure. The Cabin Site Units may include private yard areas and garages allocated to the Cabin Site Units as limited common elements;

(b) one Fly Shop Unit on which the owner has constructed and operates a commercial enterprise including a fly shop, restaurant, one (1) apartment and office, and commercial parking areas; and

¹ The Condominium Declaration was Amended and Restated by a vote of the Association members on April 20, 2017. The Amended and Restated Declaration was recorded on May 31, 2017 under Kittitas County Auditor's File No. 201705310014.

(c) one Lodge Site Unit (Unit 10) on which the owner has constructed the Lodge containing 10 Lodge Suites (Units 10A through 10J) and the amenities for the Cabin Site Units and the Lodge Suites pursuant to the Washington Condominium Act.

(d) Pursuant to the Condominium Declaration, the Lodge Suites have been designated as Time Share Units (See Section RCW 64.36.140 (4) (a) (b) (c) (d) (e) below for a detailed description of the Time Share Units).

4. The common elements of Canyon River Ranch include the grounds, the vineyard river frontage, driveways, parking areas and walkways. The owners of all units have a right to use of the common elements of Condominium.

5. The Condominium is governed by the Canyon River Ranch Owners Association ("the Association"). Every owner of a Cabin Site, the Fly Shop Site and owners of Time Share Interests are members of the Association. See the Condominium Declaration, Exhibit A, Article 8, and the Bylaws of the Association, Exhibit C to the attached Public Offering Statement for Canyon River Ranch, a condominium, Lodge Suites, for a detailed description of the Association.

6. Timesharing of Cabin Site Units or the Fly Shop Unit is prohibited. Timesharing of Lodge Suites is permitted pursuant to the provisions of the Condominium Declaration.

Time Share Unit Descriptions RCW 64.36.140 (4) (a) (b) (c) (d) (e)

1. The final configuration of each Lodge Suite has been determined. Each of the Lodge Suites will be similar in design to the other Lodge Suites.

2. Each Lodge Suite is designated as a Time Share Unit. All Lodge Suites are designated as Time Share Units and there are a total of 10 Time Shares Units.

3. Each Time Share Unit is divided into six equal (1/6) tenancy in common ownership interests.

4. Each 1/6th interest in a Time Share Unit is designated as a Time Share Interest. Each Time Share Interest is given a unique designation depending on which Lodge Suite is involved. For example, Time Share Interests in Lodge Suite 10A will be designated as Time Share Interests 10A1 through 10A6.

5. Because all Lodge Suites are designated as Time Share Units, there are a total of 60 Time Share Interests (10 Lodge Suites x six Time Share Interests, per Lodge Suite). The owner of a Time Share Interest will own fee simple title to a 1/6 tenancy in common ownership interest in the Time Share Unit, and that Time Share Unit's pro rata share of the common elements of the Condominium.

6. Every year, each owner of a Time Share Interest will have an equal right to exclusively occupy a Time Share Unit for an equal amount of time pursuant to an advanced reservation system described in Rules and Regulations set forth in the Public Offering Statement as Exhibit 9. The Rules and Regulations have been adopted by the Association as required by the Condominium Declaration. Generally, the minimum for each reservation request will be two nights, with a maximum seven night stay.

7. A purchaser of a Time Share Interest may purchase more than one Time Share Interest in one or more Time Share Units.

8. The initial asking price for each Time Share Interest is \$104,000. The initial asking price is subject to change based upon the status of the market and availability.

Description of any Financing Offered
RCW 64.36.140 (5)

At this time, the Seller does not intend to provide financing for the purchase of any Time Share Interest.

Statement of Ownership
RCW 64.36.140 (6)

1. The Owner of a Time Share Interest will own fee simple title to a 1/6 tenancy in common ownership interest in a Time Share Unit, and that Unit's pro rata share of the common elements of the Condominium.

2. At the time of closing, the common elements of the Condominium will not be subject to any blanket lien or encumbrances. The Time Share Interest will not be subject to any lien or encumbrance, other than a possible lien for purchase financing obtained by the unit purchaser.

Agreements to be signed by Purchaser; Time Share Instrument and Escrow
RCW 64.36.140 (7)

A form Purchase and Sale Agreement and form Statutory Warranty Deed, which are included in this disclosure as Exhibits 14 and 15, respectively.

Managing Entity
RCW 64.36.140 (8)

1. The management company is Canyon River Ranch LLC, 14694 Highway 821, Ellensburg, WA 98926.

2. The management company is affiliated with the Declarant of the Condominium and will be retained and supervised by the Board of Directors of the Association.

Description of Selling Costs
RCW 64.36.140 (9)

Selling costs include, among other things, sales costs, marketing costs and administrative costs. Sales costs include payments to sales staff and incentives to purchasers. Marketing costs include print advertising, mailings, internet advertising and any incentives paid to guests. Administrative costs include rent, utilities and staff salaries. Selling costs total approximately 10% to 12% of sales proceeds.

Promoter's Previous Time Share Experience
RCW 64.36.140 (10)

The Seller, prior to the initial establishment of the Timeshare, had not previously sold any timeshare units.

Description of Charges Due and Assessments
RCW 64.36.140 (11) (a) (b) (c)

1. Lodge Site Unit Expenses. The Lodge Site Unit will be responsible for all (100%) of the direct costs incurred by the Lodge Site Unit, and a pro-rata portion of the Condominium common expenses associated with the common elements, including: the river frontage; vineyard; the limited common elements of Lodge Site Unit allocated to the Lodge Suites and the Cabin Site Units; and the overall costs of management for the Condominium. The Lodge Site Unit's pro rata portion of the various common expenses of the Condominium is set forth in Article 7 and Exhibit B of the Condominium Declaration.

2. Lodge Suite Expenses. Each Lodge Suite will be responsible for a proportionate share of the Lodge Site Unit Expenses as set forth in the Declaration.

3. Time Share Interest Expenses. Each Time Share Interest will be responsible for a proportionate share of the Lodge Suite Expenses as set forth in the Declaration.

4. The formula for determining each Lodge Suite's and each Time Share Interest's share of common expenses may only be changed by an amendment of the Condominium Declaration approved by Owners in accordance with the Condominium Declaration. The formula was changed by vote of the Association on April 20, 2017 and is reflected in the Amended and Restated Condominium Declaration recorded on May 31, 2017, 2017 under Kittitas County Auditor's File No. 201705310014 (see Section 7 and Exhibit B).

5. The amount of estimated assessments for each Time Share Interest, based on the current estimated annual Association budget, is set forth in Exhibit 12 to the attached Public Offering Statement for Canyon River Ranch, a condominium, Lodge Suites. Based on the estimated Association budget, which includes estimated expenses and allocations for capital reserves, the monthly assessments for each Time Share Interest will be \$295.00.

Future Time Share Unit Expenses
RCW 64.36.140 (12)

1. It is not anticipated that a Time Share Interest will pay expenses in the future other than a pro rata share of the expenses as authorized in the Declaration.
2. The Seller will prorate its share of Condominium common expenses with respect to all unsold Lodge Suites and Time Share Interests.

Time Share Transfer Restrictions
RCW 64.36.140 (14)

There are no restrictions on the sale, encumbrance or other transfer of a Time Share Interest.

Insurance Coverage Provided to Owners
RCW 64.36.140 (15)

1. The Association will pay the cost of all insurance for the Lodge and Lodge Suites, including all improvements, fixtures, equipment, furniture and furnishings in the Lodge and Lodge Suites and the limited common elements of the Lodge allocated to the Cabin Site Units and Lodge Suites.
2. The insurance provided by the Association is described in detail in the Condominium Declaration (Exhibit 4, Article 12). Generally, the Association will maintain insurance for the Lodge and all other portions of the Condominium for which the Association is responsible for the maintenance, repair and replacement under the Condominium Declaration. The Association will provide fire and extended or broad form coverage and insure against all risks of direct physical loss commonly insured against. The Condominium is not located in a flood plain. All owners should be aware that future insurance coverage provided by the Association may vary and will be determined by the then current board of the Association. There is no guarantee that some types of insurance coverage will be deemed necessary, affordable, or even available at that time.
3. Owners of Time Share Interests may choose to obtain individual liability insurance coverage.

Exchange Program
RCW 64.36.140 (16)

1. Each owner of a Time Share Interest has agreed that each Time Share Unit is available for use by the other owners of Time Share Interests pursuant to the reservation system set forth in the Time Share Reservation Program, since all Time Share Units are similar in design to the other Time Share Units. In making a reservation, an owner may request that the reservation apply to the specific Time Share Unit in which they purchased their Time Share Interest. If that Time Share Unit is not available, however, then the owner agrees their reservation will apply to

another available Time Share Unit. This type of reservation system ensures the greatest availability of Time Share Units for all Time Share Unit owners.

2. Each owner of a Time Share Interest may rent or exchange the owner's use rights, to a party who is not a Time Share Interest owner or through an exchange program pursuant to Rules and Regulations set forth on Exhibit 8 of this Public Offering Statement.

3. Otherwise, no owner of a Time Share Interest is required to participate in an exchange program.

Intervals to be Sold
WAC 308-127-130

All Time Share Interests will be available for purchase by Washington State residents.

CANYON RIVER LODGE LLC,
a Washington limited liability company

By: _____



Richard T. Leider, Manager

EXHIBIT 3



**THE LODGE AT
CANYON RIVER RANCH, A CONDOMINIUM
PUBLIC OFFERING STATEMENT**

RIGHT TO CANCEL. Unless a purchaser is given the public offering statement more than seven days before execution of a contract for the purchase of a unit, the purchaser, before conveyance, shall have the right to cancel the contract within seven days after first receiving the public offering statement and, if necessary, to have seven days to review the public offering statement and cancel the contract, to extend the closing date for conveyance to a date not more than seven days after first receiving the public offering statement. The purchaser shall have no right to cancel the contract upon receipt of an amended or supplemental public offering statement unless there is a material change that affects the purchaser and the purchaser would have the right to cancel under generally applicable legal principles. If a purchaser elects to cancel a contract, the purchaser may do so by hand-delivering notice thereof to the offeror or by mailing notice thereof by prepaid United States mail to the offeror or to his or her agent for service of process. Cancellation is without penalty, and all payments made by the purchaser before cancellation shall be refunded promptly.

SUMMARY ONLY: ASSISTANCE OF COUNSEL. This public offering statement is only a summary of some of the significant aspects of purchasing a unit in this condominium and the condominium documents are complex, contain other important information, and create binding legal obligations. You should consider seeking the assistance of legal counsel.

REPRESENTATIONS. A purchaser may not rely on any representation or express warranty unless it is contained in the public offering statement or made in writing signed by the Declarant or by any person identified in the public offering statement as the Declarant's agent. The Declarant does not designate any agent for the foregoing purpose.

CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

This Public Offering Statement ("POS") dated June 6, 2017, is being furnished to prospective purchasers of Time Share Units (Lodge Suite Time Share Interests) in the Lodge at Canyon River Ranch, a condominium, (the "Condominium", a condominium project developed by Canyon River Lodge LLC, a Washington limited liability company (the "Declarant"), pursuant to Condominium Declaration (the "Declaration") and Survey Map and Plans (the "Survey Map and Plans") recorded in Kittitas County and attached hereto as Exhibits

A and B, respectively. The Lodge is subdivided into ten Lodge Suites that may be further subdivided and sold as six separate Time Share Units (for a total of 60 Time Share Units). This POS is provided in conjunction with the State of Washington Public Offering Statement for Canyon River Lodge LLC included in the Disclosure Book for The Lodge at Canyon River Ranch Lodge Suite Time Share Units. Capitalized terms not otherwise defined below shall have the meaning set forth in the Declaration.

- a) Name and address of Condominium: The Lodge at Canyon River Ranch, a condominium
14694 Highway 821
Ellensburg, Washington 98926
- b) Name and address of Declarant: Canyon River Ranch LLC
14694 Highway 821
Ellensburg, Washington 98926
- c) Name and address of management company: Canyon River Lodge LLC
1218 Third Avenue, Suite 2300
Seattle, WA 98101
- d) Relationship of management company to Declarant: The management company is affiliated with the Declarant
- e) Five most recent condominium projects completed by Declarant or affiliate of Declarant within last 5 years: Canyon River Ranch LLC, an affiliate of the Declarant, is the declarant of Canyon River Ranch, a condominium, in which the Lodge is a Unit.
- f) Nature of interest being sold: A Time Share Unit is a fee simple undivided 1/6 tenancy in common ownership interest in a Time Share Suite and that Unit's prorate share of the Common Elements of the Condominium.
- g) Brief description of permitted uses and restrictions relating to the Units and the Common Elements: Each Time Share Unit is intended to be used as a and restrictions relating to the Units timeshare for resort recreational purposes.

The Time Share Units are subject to certain restrictions intended to meet the County's requirements under which the project was permitted: the Time Share Units are intended for recreation or resort use and may not be used as a primary residence. The Time Share Units may be occupied for a maximum of eight week or 56 days per year. Time Share

- Units may not be continuously occupied by the Owner or a tenant for more than 30 consecutive days or such other period as may be approved by the Planning Director of Kittitas County.
- See Exhibit 3 to the Declaration and Exhibits 6, 8 and 9 to the Public Offering Statements and Disclosure Documents for additional restrictions.
- h) Restrictions on leasing; right of Declarant to lease majority of Units: Renting of Units is permitted, subject to the occupancy restrictions described in (g) above and the reservation requirements contained in the Timeshare Reservation Program (Exhibit 9 to the Public Offering Statement and Disclosure Documents). Declarant reserves the right to lease a majority of the Lodge Suites.
- i) Number of Units and maximum number of Units that may be added: The Lodge is subdivided into 10 Lodge Suites, each of which may be further subdivided into six Time Share Units. There are no additional Time Share Units that may be added to the Lodge.
- The Declarant reserves the right to add the Additional Property to the Condominium and to create up to an additional six Cabin Site Units on that property. See Declaration Section 22.2.
- j) Principal common amenities: Yakima River. Vineyard. Declarant has constructed the following amenities as part of the construction of the Lodge and the property adjacent to the Lodge for the Owners of Cabin Site Units and Time Share Units and their guests: great room, dining room, kitchen, library, terrace, parking area and swimming pool.
- k) Limited Common Elements: As constructed, the common amenities in and adjacent to the Lodge described above, are joint Limited Common Elements of the Cabin Site Units and Time Share Units.
- l) Other real property the owner of which has access to any Common Element: None.

- | | | |
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| m) | Other real property to which owners of Units have access: | None. |
| n) | Status of construction: | All structures, except a proposed Amenities/Auxiliary building and garages, have been constructed. The Amenities/Auxiliary building and garages may not be constructed. |
| o) | Estimated current common expense liability for Units: | <p>Assessments will be based on the budget set forth in the Public Offering Statement.</p> <p>It is estimated that Assessments levied will be approximately \$295 per month for each Time Share Unit and \$695 per month for a Cabin Site Unit.</p> <p>The budgets and Assessments are estimates and are subject to change before and after closing.</p> |
| p) | Estimated common expense liability payment due at closing: | At closing, each purchaser of a Time Share Unit shall pay to the Association (or to Declarant if Declarant has already made the payment) an amount equal to one quarter of the annual Assessments (based on the Association's initial budget), which will be a nonrefundable contribution to the initial working capital of the Association and, if Assessments have commenced, a pro rata portion of one month's Assessment. |
| q) | Estimated fees for use of Common Elements (not reflected in common expenses): | The Association may establish fees or deposits for use of the common amenities in the Lodge. |
| r) | Any Assessments constituting liens against Units or Common Elements in favor of governmental agencies: | None. |
| s) | Parts of condominium (other than Units) that Owners must maintain: | None. The Association will be responsible for the operation, maintenance, insurance, repair, improvement and replacement of the Lodge and the Lodge Suites, including the furniture and furnishings therein, and the |

- | | |
|--|--|
| | Limited Common Elements allocated thereto. |
| t) Restrictions on timesharing: | Timesharing of Time Share Units is permitted. |
| u) Development Rights and Special Declarant Rights reserved by Declarant: | Declarant reserves Development Rights (but not the obligation) to construct Common Elements for the Amenities Building and garages, which will be Limited Common Elements of some of the Cabin Site Units, as described in this Declaration and/or shown on the Survey Map and Plans.

Declarant reserves Special Declarant Rights to (a) complete improvements indicated on Survey Maps and Plans; (b) maintain sales offices, management offices, signs advertising the Condominium, and model units; (c) use easements through the Common Elements for the purpose of making improvements within the Condominium or within property that may be added to the Condominium. |
| v) Material differences between model Unit and other Units: | Declarant reserves the right to have a model unit in a Lodge Suite which will include furnishings similar to those provided as the standard furnishings in all Lodge Suites. The model, if any, may include some additional decor such as art work, textiles and other decorative items that will not be included in the standard furnishings provided in all Lodge Suites. |
| w) Liens on property to be conveyed to the Association: | None. |
| x) Physical hazards known to Declarant that particularly affect the Condominium or the immediate vicinity of the Condominium which are not readily ascertainable by purchaser: | None. |
| y) Brief description of construction warranties: | The only warranties are those provided by Washington State law. |

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|-----|---|---|
| z) | Building code violation citations received by Declarant which have not been corrected: | None. |
| aa) | Any unsatisfied judgments or pending suits against the Association or that are material to the Condominium: | None. |
| bb) | Any litigation brought by an owners association, condominium unit owner or governmental entity against Declarant or an affiliate of Declarant arising out of the construction, sale or administration of a condominium within the last 5 years: | None. |
| cc) | Any rights of first refusal to lease or purchase the Unit or the Common Elements: | None. |
| dd) | Extent to which Association insurance covers furnishings, fixtures and equipment in the Units: | The Association's insurance will cover the Time Share Units, Common Elements, Limited Common Elements and the contents of the Unit including furniture, fixtures, equipment and furnishings therein. |
| ee) | Notice re Housing for Older Persons: | The Condominium is not intended to meet the requirements of the Housing for Older Persons exemption of the Fair Housing Act. |
| ff) | Statement regarding building enclosure: | The Time Share Units are not subject to the building enclosure requirements of RCW 64.55. Declarant will comply with RCW 64.55 in connection with the construction of the Lodge. |
| gg) | The following schedules or documents are part of this POS: | <ol style="list-style-type: none"> 1. Prospective Buyer's Acknowledgement of Receipt of Canyon River Ranch Disclosure Documents 2. Public Offering Statement for a State of Washington Timeshare Registration (RCW 64.36 and WAC 308-127) 3. Public Offering Statement for The Lodge at Canyon River Ranch, a Condominium (RCW 64.34) 4. Amended and Restated Condominium Declaration |

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EXHIBIT 4

TREASURER'S USE ONLY	RECORDER'S USE ONLY
	<p>Auditors File Number</p> <p><u>201705310014</u></p> <p>Time <u>11:13 AM</u> Date <u>5/31/2017</u></p>

After recording return to:

Canyon River Ranch LLC
Richard T. Leider
14694 Highway 821
Ellensburg, WA 98926
206-957-9600

DOCUMENT TITLE: AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR CANYON RIVER RANCH, A CONDOMINIUM

GRANTOR: CANYON RIVER RANCH LLC, a Washington limited liability company

GRANTEE: CANYON RIVER RANCH, a Condominium, and CANYON RIVER RANCH HOMEOWNERS ASSOCIATION

ABBREVIATED LEGAL DESC.: Canyon River Ranch, a Condominium pursuant to Condominium Declaration recorded under Auditor's File No. 200706190005 and the Survey Map and Plans as recorded in Book 10 of Plats, Pages 230 through 234, under Auditor's File No. 200706190004, Kittitas County, Washington, as amended.

ASSESSOR TAX PARCEL NO.: 955870, 955880, 952881, 955882, 955883, 955884, 955871, 955885, 955886, 955887, 955888, 955889, 955872, 955890, 955891, 955892, 955893, 955894, 955873, 955895, 955896, 955897, 955898, 955899, 955874, 955900, 955901, 955902, 955903, 955904, 959433, 959434, 959435, 959436, 959437, 959438

**AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR CANYON RIVER RANCH, A CONDOMINIUM**

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**AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR CANYON RIVER RANCH, A CONDOMINIUM**

This AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR CANYON RIVER RANCH, A CONDOMINIUM (hereinafter the "Declaration") is made and executed by CANYON RIVER RANCH LLC, a Washington limited liability company (hereinafter "Canyon River Ranch") this 22nd day of May, 2017.

WITNESSETH:

A. WHEREAS, Canyon River Ranch prepared and caused to be recorded a Condominium Declaration for Canyon River Ranch, a Condominium (hereinafter the "Declaration"), which was recorded on June 19, 2007 under Kittitas County Auditor's File No. 200706190005, records of Kittitas County; and

B. WHEREAS, Canyon River Ranch prepared and caused to be recorded an Amendment No. 1 to Condominium Declaration for Canyon River Ranch, a Condominium (hereinafter the "First Amendment"), which was recorded on July 8, 2009 under Kittitas County Auditor's File No. 200907080043, records of Kittitas County; and

C. WHEREAS, Canyon River Ranch prepared and caused to be recorded an Amendment No. 2 to Condominium Declaration for Canyon River Ranch, a Condominium (hereinafter the "Second Amendment"), which was recorded on June 29, 2011 under Kittitas County Auditor's File No. 201106290020, records of Kittitas County; and

D. WHEREAS, Canyon River Ranch prepared and caused to be recorded an Amendment No. 3 to Condominium Declaration for Canyon River Ranch, a Condominium (hereinafter the "Third Amendment"), which was recorded on September 22, 2011 under Kittitas County Auditor's File No. 201109220023, records of Kittitas County; and

E. WHEREAS, Canyon River Ranch prepared and caused to be recorded an Amendment No. 4 to Condominium Declaration for Canyon River Ranch, a Condominium (hereinafter the "Fourth Amendment"), which was recorded on August 4, 2014 under Kittitas County Auditor's File No. 201408040043, records of Kittitas County; and

F. WHEREAS, Canyon River Ranch prepared and caused to be recorded an Amendment No. 5 to Condominium Declaration for Canyon River Ranch, a Condominium (hereinafter the "Fifth Amendment"), which was recorded on July 13, 2015 under Kittitas County Auditor's File No. 201507130070, records of Kittitas County; and

G. WHEREAS, Canyon River Ranch prepared and caused to be recorded an Amendment No. 6 to Condominium Declaration for Canyon River Ranch, a Condominium (hereinafter the "Sixth Amendment"), which was recorded on March 29, 2016 under Kittitas County Auditor's File No. 201603290037, records of Kittitas County; and

H. WHEREAS, Canyon River Ranch prepared and caused to be recorded a second Amendment No. 6 to Condominium Declaration for Canyon River Ranch, a Condominium (hereinafter the "Second Sixth Amendment"), which was recorded on February 24, 2017 under Kittitas County Auditor's File No. 201702240016, records of Kittitas County; and

I. WHEREAS, at a meeting of the Canyon River Ranch Homeowners Association on April 20, 2017 beginning at 6:00 p.m. at the Bellevue Club, 11200 SE 6th St, Bellevue, Washington, 83.34% of the members voted in the affirmative to amend and restate the Declaration, which Amended and Restated Declaration is set forth herein.

NOW, THEREFORE, Canyon River Ranch, for itself, its successors and assigns, hereby declares, covenants, warrants and agrees as follows:

Pursuant to the Act defined in Section 1.8.1 and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole owner of said Property, makes the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments.

The name of this Condominium is Canyon River Ranch, a Condominium.

ARTICLE I INTERPRETATION

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of Washington law. It is intended and covenanted also that, insofar as it affects this Declaration and Condominium, the provisions of the Act under which this Declaration is operative, shall be liberally construed to effectuate the intent of this Declaration insofar as reasonably possible.

1.2 Consistent with Act. The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.3 Covenant Running With Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

1.4 Percentage of Owners or Mortgagees. For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee holds Mortgages on, more than one (1) Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

1.5 Declarant Is Original Owner. Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are recorded.

1.6 Captions and Exhibits. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.7 Inflationary Increase in Dollar Limits. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association may, in the discretion of the Board, be adjusted proportionately by the change in the consumer price index for the City of Seattle, Washington for All Urban Consumers, prepared by the United States Department of Labor for the base period, January 1 of the calendar year following the year in which this Declaration is recorded, to adjust for any changes in the value of the dollar.

1.8 Definitions.

1.8.1 "The Act" means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34) as amended.

1.8.2 "Additional Property" means the property so described in Exhibit A and shown on the Survey Map and Plans, which the Declarant reserves the right to add to the Condominium pursuant to Article 22.

1.8.3 "Allocated Interests" means those undivided interests in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit more particularly provided for in Article 7 and as shown in Exhibit B.

1.8.4 "Allocation Unit" means the numeric value assigned to each Unit in Article 7 pursuant to which the Allocated Interests of the Units are determined.

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

1.8.6 "Assessment" means all sums chargeable by the Association against a unit including, without limitation: (a) regular and special Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

1.8.7 "Association" means all of the Owners acting as a group in accordance with the Bylaws and with this Declaration as it is duly recorded and as they may be lawfully amended, which Association is more particularly provided for in Article 8.

1.8.8 "Association Budget" means the budget adopted by the Association Board of Directors pursuant to Article 11.

1.8.9 "Board" means the board of directors of the Association provided for in Section 9.3.

1.8.10 "Books and Records of the Association" shall be given the broadest possible meaning and shall include, without limitation, exception or qualification, the following:

(a) this Declaration, Survey Map and Plans, Articles, Bylaws and Rules and Regulations and all amendments thereto;

(b) minute books, including all minutes of all Owner, Board or committee meetings relating to the Condominium, including all reports, documents, communications or written instruments attached thereto or referenced therein;

(c) all financial records, including without limitation canceled checks, bank statements, and financial statements of the Association and source documents from the time of incorporation of the Association through the current date;

(d) all reports, documents, communications or written instruments pertaining to the personal property of the Association or the Condominium;

(e) all reports, documents, communications, written instruments, plans, and specifications pertaining to the construction, remodeling, maintenance, repair, replacement or condition of the Condominium;

(f) all insurance policies or copies thereof for the Condominium and Association;

(g) copies of any certificates of occupancy that may have been issued for the Condominium;

(h) any other permits or notices issued by governmental bodies applicable to the Condominium in force or issued;

(i) all written warranties that are still in effect for the Condominium, or any other areas or facilities which the Association has the responsibility to maintain and repair, from the Declarant, contractor, subcontractors, suppliers, and manufacturers, together with all owner's manuals or instructions furnished with respect to installed equipment or building systems;

(j) a roster of Owners, officers and directors of the Association and Eligible Mortgagees and their addresses and telephone numbers, if known;

(k) any leases of the Common Elements or areas and other leases to which the Association is a party; any employment, service, consultation, professional or other contracts in which the Association, Board or Officer is one of the contracting parties, or in which the Association or the Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge, or which in any way relate to the Condominium;

(l) all reports, documents, communications or written instruments pertaining to any litigation or other legal or mediation/arbitration proceeding to which the Association or the Board is a party, or which may relate to or affect the Condominium; and

(m) all other all reports, documents, communications or written instruments in any way relating to or affecting the Association, Board, Owners or the Condominium.

1.8.11 "Bylaws" shall mean the bylaws of the Association.

1.8.12 "Cabin" means the Unit Structure constructed by the Owner of a Cabin Site Unit within the Owner's Unit.

1.8.13 "Cabin Site Unit" means each Unit so designated on Exhibit B and shown on the Survey Map and Plans.

1.8.14 "Common Elements" means all portions of the Condominium other than the Units.

1.8.15 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.8.16 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Article 7.

1.8.17 “Condominium” means the condominium created by this Declaration and related Survey Map and Plans pursuant to the Act.

1.8.18 “Conveyance” means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

1.8.19 “County” means Kittitas County, Washington.

1.8.20 “Declarant” means Canyon River Ranch LLC, a Washington limited liability company, and its successors and assigns.

1.8.21 “Declarant Control” means the right of the Declarant or persons designated by the Declarant to appoint and remove Association officers and Board members, or to veto or approve a proposed action of the Board or Association; provided in no event shall exercising the voting rights allocated to a Unit or Units owned by the Declarant or Declarant’s affiliates be deemed “Declarant Control.”

1.8.22 “Declaration” means this Declaration and any amendments thereto.

1.8.23 “Development Rights” means the rights of the Declarant, as provided in this Declaration, to: (a) add real property and improvements to the Condominium; (b) create Units, Common Elements, or Limited Common Elements within the real property included or added to the Condominium; (c) subdivide Units; (d) withdraw property from the Condominium; and (e) allocate and reallocate Limited Common Elements with respect to Units that have not been conveyed by the Declarant.

1.8.24 “Dispose” or “Disposition” means a voluntary transfer or conveyance to a purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

1.8.25 “Eligible Mortgagee” means a mortgagee of a Unit or the Mortgagee of the Condominium that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

1.8.26 “Fly Shop” means the two-story structure that the Declarant constructed within the Fly Shop Unit consisting of a fly shop, café, apartment and related grounds.

1.8.27 “Fly Shop Unit” means the Unit so designated in Exhibit B and shown on the Survey Map and Plans.

1.8.28 “Foreclosure” means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage or a deed in lieu thereof.

1.8.29 "Identifying Number" means the designation of each Unit in the Condominium.

1.8.30 "Limited Common Element" means a portion of the Common Elements allocated by this Declaration for the exclusive use of one (1) or more but fewer than all of the Units.

1.8.31 "Lodge" means the two-story structure that the Declarant has constructed within the Lodge Site Unit ten (10) suites (Lodge Suites) and amenities intended for the exclusive use of the Owners of the Lodge Suites or Lodge Suites and Cabin Site Units.

1.8.32 "Lodge Site Unit" means the Unit so designated in Exhibit B and shown on the Survey Map and Plans, which the Declarant reserves the right to subdivide into Lodge Suite and Limited Common Elements for Lodge Suites and Cabin Site Units, as provided in Section 22.2.

1.8.33 "Lodge Suite" means any of the ten (10) units intended for separate occupancy as Time Share Units created within the Unit Structure constructed within the Lodge Site Unit upon the exercise of the Declarant's Development Right to construct the Lodge and subdivide the Lodge Site Unit.

1.8.34 "Manager" means the person or entity retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person and as are provided in a written agreement between such person and the Association.

1.8.35 "Mortgage" means a mortgage or deed of trust that creates a lien against a Unit and also means a real estate contract for the sale of a Unit.

1.8.36 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee.

1.8.37 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also include the Mortgagee of the Condominium.

1.8.38 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property, which Mortgage was either: recorded prior to the recordation of this Declaration; or was recorded against all Units after the recordation of this Declaration but prior to the recorded conveyance of any Unit. The term "Mortgagee of the Condominium" does not include a Mortgagee of a Unit.

1.8.39 "Notice and Opportunity to be Heard" means the procedure described in Article 10 of this Declaration.

1.8.40 "Owner" or "Unit Owner" means the Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation; or is merely Renting or Leasing a Unit. "Owner" or "Unit Owner" means the vendee, not the vendor, of a Unit sold under a real estate contract.

1.8.41 "Person" means a natural person, corporation, partnership, limited partnership, limited liability company, trust, governmental subdivision or agency, or other legal entity.

1.8.42 "Property" or "Real Property" means the fee simple interest in the land described in Exhibit A, including buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land, as it may be amended upon the addition of the Additional Property to the Condominium or the withdrawal of the Withdrawable Property from the Condominium.

1.8.43 "Purchaser" means any person, other than Declarant, who by means of a Disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest, including renewal options, of less than twenty (20) years at the time of creation of the Unit, or (b) as security for an obligation.

1.8.44 "Renting or Leasing" a Unit means the granting of a right to use or occupy a Unit for a specified term or indefinite term in exchange for the payment of rent; but shall not include ownership of Time Share Units or joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

1.8.45 "Residential Purposes" means use for dwelling or recreational purposes, or both.

1.8.46 "Rules and Regulations" means the Rules and Regulations, if any, adopted by the Association as provided in Article 10.

1.8.47 "Special Declarant Rights" means rights, if expressly reserved in this Declaration for the benefit of Declarant to:

- (a) complete improvements indicated on Survey Maps and Plans;
- (b) exercise any Development Right provided in Section 22.2 or elsewhere in this Declaration;
- (c) maintain sales offices, management offices, signs advertising the Condominium, and models under Section 22.1.2;

(d) use easements through the Common Elements for the purpose of making improvements within the Condominium or within property that may be added to the Condominium;

1.8.48 "Survey Map and Plans" means the survey map and the plans recorded simultaneously with the Declaration and any amendments, corrections, and addenda thereto subsequently recorded.

1.8.49 "Time Share Program" means the time share program for the Lodge Suite Units, as described in Exhibit C.

1.8.50 "Time Share Interest" or "TSI" means each undivided interest as tenants in common in a Time Share Unit, as described in the Time Share Program.

1.8.51 "Time Share Unit" or "TSU" means each Lodge Suite Unit included in the Time Share Program.

1.8.52 "Unit" means a portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to Article 4, and shall also include each Time Share Unit after they have been created within the Lodge Site Unit.

1.8.53 "Unit Structure" means the improvements located or to be located within a Unit.

1.8.54 "Withdrawable Property" means the portion of the Property so described in Exhibit A and shown on the Survey Map and Plans, which the Declarant reserves the right to withdraw from the Condominium pursuant to Article 22.

1.9 Construction and Validity.

1.9.1 All provisions of the Declaration and the Bylaws are severable.

1.9.2 The rule against perpetuities may not be applied to defeat any provision of the Declaration, Bylaws or Rules or Regulations.

1.9.3 In the event of a conflict between the provisions of the Declaration and Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

1.9.4 The creation of this Condominium shall not be impaired and title to the Unit and Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of the Declaration or Survey Map and Plans or any amendment thereto to comply with the Act.

1.9.5 If the Declaration or Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition in Section 1.8.40, Unit Owner in such context shall, unless the Declaration or Bylaws otherwise provide, be deemed to include any director, officer, employee, partner, member or trustee of any person who is a Unit Owner.

ARTICLE 2 DESCRIPTION OF REAL PROPERTY

The Property included in the Condominium is described in Exhibit A attached hereto, as it may be amended upon the addition of the Additional Property to the Condominium or the withdrawal of the Withdrawable Property from the Condominium pursuant to Article 22.

ARTICLE 3 DESCRIPTION OF UNITS

3.1 Description of Units. Exhibit B attached hereto sets forth the following:

- (a) Number of Units. The number of Units that the Declarant has created and reserves the right to create.
- (b) Unit Number. The Identifying Number of each Unit created by the Declaration.
- (c) Unit Area. The approximate square footage of each Unit.
- (d) Unit Data. Because each Unit is an envelope of defined space that does not have a Unit Structure on the recording date of this Declaration, Exhibit B does not include: number of bathrooms, bedrooms and fireplaces within a Unit or the building levels on which the Unit is located. Upon the completion of a Unit Structure within a Unit, the Declarant or the Board shall record an amendment to Exhibit B providing such information with respect to that Unit.
- (e) The classification of the Unit for Budget and Assessment allocation purposes.
- (f) The percent vote the Unit is entitled to vote.

3.2 Access to Common Ways and Public Streets. Each Unit has direct access to Common Element or Limited Common Element walkways and/or driveways, and thence to the public streets.

ARTICLE 4 BOUNDARIES

4.1 Unit Boundaries. The boundaries for the Cabin Site Units, Lodge Suite and Fly Shop Unit shall consist of an envelope of space, as shown on the Survey Map and Plans. Each of these Units will include the Unit Structure and improvements or fixtures, if any, constructed within the Unit; provided that upon construction of the Lodge within the Lodge Site Unit and creation of Lodge Suites, the boundaries for the Lodge Suites will be the perimeter wall, floors and ceilings of those Units, including within the Unit all wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof. All spaces, interior partitions, fixtures, betterments and improvements within the boundaries of each Lodge Suite installed by the Declarant or by an Owner and intended to be a permanent part of the Unit, other than Common Elements described in Article 5, are a part of the Unit.

4.2 Monuments as Boundaries. Any physical boundaries of a Unit or Unit Structure constructed in substantial accordance with the Survey Map and Plans thereof become its boundaries rather than the metes and bounds shown on the Survey Map and Plans.

4.3 Relocation of Boundaries; Adjoining Units. Subject to the provisions of the Declaration and other provisions of law, the boundaries between adjoining Units may only be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless the Board determines that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit Owners, contains words or conveyance between them, and is recorded in the name of the grantor and the grantee. The Association shall obtain and record Survey Maps or Plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and Identifying Numbers.

ARTICLE 5 COMMON ELEMENTS

The Common Elements consist of all portions of the Condominium except the Units, including, without limitation, the following:

- (a) The Property described in Exhibit A, as it may be amended, and all improvements thereto that are not within a Unit.
- (b) Installations of utility services such as: power, light, gas, water, sewer, trash removal and in general all apparatus and installations for common use, except plumbing, electrical and similar fixtures located within a Unit for the exclusive use of that Unit.

(c) The lodge and all portions of the Lodge Buildings that are not part of a Unit, the grounds, driveways, parking areas, walkways, swimming pool and spa and swimming pool and spa deck areas.

(d) With respect to the Lodge Suites, the Common Elements also include any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other feature which lies partially within and partially outside the designated boundaries of a Lodge Suite which serves more than one (1) Unit or any portion of the Common Elements in the Lodge.

(e) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

ARTICLE 6 LIMITED COMMON ELEMENTS

6.1 Limited Common Elements. The Limited Common Elements are the portion of the Common Elements that are allocated for the exclusive use of one (1) or more but fewer than all of the Unit Owners, as described in Exhibit A attached hereto or shown on the Survey Map and Plans.

6.2 Common to Limited Common, Etc. Owners of Units to which at least 67% of the votes in the Association are allocated, including the Owner of the Unit to which the Limited Common Element will be assigned or incorporated, must agree to reallocate a Common Element as a Limited Common Element or to incorporate a Common Element or a Limited Common Element into an existing Unit. Such reallocation or incorporation shall be reflected in an amendment to the Declaration and Survey Map and Plans; provided, however, this Section shall not apply with respect to any such reallocation or incorporation made as a result of the exercise of any Special Declarant Rights or Development Rights by the Declarant.

ARTICLE 7 ALLOCATED INTERESTS

7.1 In General. The Allocated Interests of each Unit (that is, the undivided interest in the Common Elements, the Common Expense Liability and the votes in the Association allocated to each Unit) are set forth in this Article 7 and on Exhibit B attached hereto (as such Exhibit may be amended pursuant to this Declaration). The Allocated Interest appertaining to each Unit cannot be changed except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated Interest made without the Unit to which that Interest is allocated is void.

7.2 Unit Types. The method for determining Allocated Interests will take into account the different types of Units in the Condominium: (a) the Cabin Site Units, (b) the Lodge Site Unit, (c) the Lodge Suites and the Time Share Interests as a result of the subdivision of the Lodge Site Unit and the (c) Fly Shop Unit.

7.3 Common Elements Allocated Interest. This Section describes the method of allocation among each of these Unit types. The Allocated Interests of each Unit in the Common Elements are as follows:

- (a) Each of the twenty (20) Cabin Site Units will have one (1) Allocation Unit.
- (b) This section intentionally left blank.
- (c) Each Lodge Suite shall have one (1) Allocation Interest, with each Time Share Interest within a single Lodge Suite having a one-sixth ($1/6$) Allocation Interest.
- (d) The Fly Shop Unit will have one (1) Allocation Unit.
- (e) Each Unit will have a fraction (percentage) of the Allocated Interests equal to the number of Allocation Units allocated to that Unit divided by thirty-one (31), which is the total number of Allocation Units allocated to all Units.

7.4 Expense Allocated Interest - In General. The Allocated Interest of a Unit in the Expenses will be determined in accordance with the remainder of the provisions of this Article 7.

7.5 General Expense Allocation Factors. To the full extent reasonably practicable, the following factors may be used by the Association in allocating Common Expenses among Units:

7.5.1 Common Elements and General Association Expenses. Unless otherwise provided below, all expenses of the Association relating to all of the Common Elements, other than the Limited Common Elements should be allocated among all Units in proportion to their respective Allocated Interests.

7.5.2 Limited Common Elements. Unless otherwise provided below, any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element should be assessed to the Owner or Owners of the Units to which that Limited Common Element is allocated in proportion to their respective Allocated Interests.

7.5.3 Only Some Units Benefited. Some Expenses or portions thereof benefit fewer than all of the Units, and therefore, as determined by the Board in Sections 7.9.1, 7.9.2, 7.9.3 and 7.9.4, those expenses may be assessed exclusively against the Units benefited in proportion to their respective Allocated Interests as that proportion may reasonably be determined by the Board in consultation with the Manager.

7.5.4 Allocation of Expenses Based on Use. The costs and expenses of certain services may be assessed in proportion to usage, to the extent that usage can reasonably be determined by the Board in consultation with the Manager. If the cost of a service cannot be allocated in proportion to use, then the cost of said services shall be allocated in proportion to the Allocated Interests as that proportion may reasonably be determined by the Board in consultation with the Manager.

7.6 Cabin Site Unit - Expenses. The Owner of each Cabin Site Unit will be responsible for all costs of construction, maintenance, operation, insurance, repair, improvement, reconstruction or replacement of the Cabin (Unit Structure) constructed within the Owner's Cabin Site Unit.

7.7 Lodge Site Unit and Lodge Suites - Expenses. The Declarant was responsible for all costs of construction of the Lodge (Unit Structure) constructed within Lodge Site Unit. After construction of the Lodge and creation of Lodge Suites, the costs of operation, maintenance, insurance, repair, improvement, reconstruction or replacement of Lodge shall be allocated among the Owners of the Lodge Suites and Cabin Site Units as follows:

7.7.1 Lodge. That portion of Lodge Buildings, including but not limited to the swimming pool and spa, swimming pool and spa deck area and basement, that are not part of a Unit, are accessible by the Owners of all Cabin Site Units and all Lodge Suites and by the Owner of the Fly Shop for their shared use as Limited Common Elements allocated to those Units. The costs relating to the Cabin/Lodge Limited Common Elements will be determined by the Board in consultation with the Manager and be paid as described in Paragraph 7.9.

7.7.2 Lodge Suites. All costs of operation, maintenance, repair and replacement of the improvements and the standard furnishings, equipment, appliances and personal property, as originally installed by the Declarant or as approved by the Board, shall be allocated to the Owners of the Lodge Suites in proportion to their Allocated Interests.

7.8 Fly Shop Unit - Expenses. The Owner of the Fly Shop Unit is directly responsible for payment of all costs of construction of the Fly Shop. The Owner of the Fly Shop Unit shall be responsible for all costs of operation, maintenance, insurance, repair, improvement, reconstruction or replacement of the Fly Shop, being the Unit Structure constructed within the Fly Shop Unit and any Limited Common Elements allocated thereto

7.9 Categorized Unit Expenses. The expenses described above in Paragraphs 7.5 to 7.8 shall be categorized for budget and allocation purposes each year when the Association develops the Association Budget and paid as follows:

7.9.1 Category A Expenses. Category A Expenses are expenses associated with the Common Elements and the Limited Common Elements that benefit all of the Allocated Interests in the Condominium. Category A expenses include, but are not limited to, Administrative fees, management fees, grounds, maintenance and repair of common areas, operational expenses,

fixed expenses, Lodge expenses described in Paragraph 7.7.1, Vineyard expenses and a Capital reserve. The Board will determine which expenses are classified as Category A Expenses each year when the Board adopts the Association Budget; provided, however, the Fly Shop Unit will pay an amount equal to a Cabin Unit's share of expenses, but for the purposes of budgeting and allocating expenses, the Fly Shop Unit will pay an assessment of the Category A Expenses that are equal to two (2) Cabin Sites' assessment of Category A Expenses.

7.9.2 Category B Expenses. Category B Expenses are expenses associated with the Common Elements and Limited Common Elements that benefit all of the Allocated Interests in the Lodge and Timeshare Interests in the Lodge. Category B Expenses include but are not limited to operational expenses associated with the Lodge Suites, housekeeping, supplies, staff, maintenance, repairs, phones, internet service, cable TV, power, propane, electricity for each of the Lodge Suites and the Lodge itself. The Board will determine which expenses are classified as Category B Expenses each year when the Board adopts the Association Budget.

7.9.3 Category C Expenses. Category C Expenses are expenses associated with the Common Elements and Limited Common Elements that benefit all of the Allocated Interests in the Cabin Site Units. Category C Expenses include but are not limited to Common Elements and Limited Common Elements operational expenses associated with the Cabin Site Units, staff, maintenance, repairs, phones, internet service, cable TV, power, propane, electricity for each of the Cabin Site Units. The Board will determine which expenses are classified as Category C Expenses each year when the Board adopts the Association Budget.

7.9.4 Category D Expenses. Category D Expenses are expenses associated with the Common Elements and Limited Common Elements that benefit all of the Allocated Interests in the Fly Shop Unit. Category D Expenses include but are not limited to operational expenses associated with the Fly Shop Unit, staff, maintenance, repairs, phones, internet service, cable TV, power, propane, electricity for the Fly Shop Unit. The Board will determine which expenses are classified as Category D Expenses each year when the Board adopts the Association Budget; provided, however, the Category D Expenses cannot exceed a sum equal to two (2) multiplied by a single cabin site assessment.

7.10 Future Development Allocated Interests. In the event Declarant exercises Special Declarant and Development Rights to add additional Units to the Condominium, the Allocated Interests of existing and additional Units shall be reallocated among the Unit on the basis of the allocation formulas set forth in this Article 7.

7.11 Construction of Cabin Garages. The Developer reserves the right to build garages as depicted on the Survey Map and Plans for the exclusive use of certain Cabin Site Units, subject to the following conditions:

(i) Declarant/Developer is not obligated to construct the garages, but if the Developer elects to construct the garages, Developer will do so at its sole cost and expense.

(ii) Cabin Site Units that are located east of SR 821 N may not have access to the garages, as those Cabin Site Units, as developed, have the ability to construct parking on the individual Cabin Site; and

(iii) The garages may be, at the discretion of the Developer, assigned to specific Cabin Site Units.

(iv) The Declarant/Developer may, through an Amendment of the Survey Map and Plans, as authorized in Paragraph 20.8, relocate the location of the garages.

7.12 Construction of Accessory Building. The Survey Map and Plans identify an Accessory Building. The Developer reserves the right to construct the Accessory Building, but Developer is not obligated to construct the Accessory Building. If the Developer does construct the Accessory Building, it will be done so at the sole cost and expense of the Developer. The Accessory Building may include, but not be limited to, office space used by the Developer and an office space for the Manager, an exercise room, hot tub, spa area, kitchen, meeting rooms and community space. The Accessory Building, if constructed, will be considered a Common Element and will be managed by the Association with the expenses associated with the use, repair, maintenance and replacement of the Accessory Building considered to be a Category A Expense above.

7.13 The Declarant/Developer may, through an Amendment of the Survey Map and Plans, as authorized in Paragraph 20.8, relocate the location of the ground water well and well head protection zone so long as said ground water well and well head protection zone are relocated wholly within a Common Area.

7.14 The Declarant/Developer may, through an Amendment of the Survey Map and Plans, as authorized in Paragraph 20.8, relocate the Accessory Building.

ARTICLE 8 OWNER'S ASSOCIATION

8.1 Form of Association. The Association shall be organized as a non-profit corporation under the laws of the State of Washington and shall be known as the Canyon River Ranch Owners Association.

8.2 Membership.

8.2.1 Qualification. Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one (1) membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association.

8.2.2 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit and then only to the transferee of title to such Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

8.3 Voting.

8.3.1 Number of Votes. The total voting power of all Owners shall be equal to the total of votes allocated to all Units in accordance with their Allocated Interests as set forth on Exhibit B.

8.3.2 Multiple Owners. If only one (1) of the multiple Owners of a Unit is present at a meeting of the Association, the Owner is entitled to cast all the votes allocated to that Unit. If more than one (1) of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one (1) of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

8.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven (11) months after its date of Issuance.

8.3.4 Association Owned Units. No votes allocated to a Unit owned by the Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

8.3.5 Pledged Votes. If an Owner is in default under a first Mortgage on the Unit for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with said pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

8.4 Meetings, Notices and Quorums.

8.4.1 Meetings. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or by Unit Owners having twenty percent (20%) of the votes in the Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

8.4.2 Quorums.

(a) A quorum is present throughout any meeting of the Association if the Owners of Units to which at least 20 percent of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

(b) A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent (50%) of the votes on the Board are present at the beginning of the meeting.

8.5 Bylaws of Association.

8.5.1 Adoption of Bylaws. Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration shall be adopted by the Association upon concurrence of those voting Owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

8.5.2 Bylaws Provisions. The Bylaws may contain supplementary, not inconsistent, provisions regarding the operation and administration of the Condominium.

ARTICLE 9 MANAGEMENT OF CONDOMINIUM

9.1 Administration of the Condominium. The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, which are incorporated herein by reference and made a part hereof.

9.2 Election and Removal of Board and Officers.

9.2.1 Election By Owners, In General. The Unit Owners (including Declarant and any Affiliate of Declarant to the extent Units are owned by Declarant or any such Affiliate) shall elect a Board of at least three (3) members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

9.2.2 Election By Owners Other Than Declarant.

(a) The affairs of the Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board may be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third (33⅓%) percent of the members of the Board may be elected by Unit Owners other than the Declarant.

(c) Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant still owned all of the Units), the Board shall be composed of three (3) Members (not including a Board member designated by Declarant): one (1) to be elected by the Cabin Unit Owners; one (1) to be elected by the Lodge Suite Owner or Lodge Suite Owners; and one (1) to be elected by the Fly Shop Unit Owner.

9.2.3 Taking Office: Officers. The Board shall elect the officers of the Association. Such members of the Board and officers shall take office upon election.

9.2.4 Removal. The Unit Owners, by a two-thirds (2/3) vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause.

9.3 Management by Board.

9.3.1 On Behalf of Association. Except as otherwise provided in the Declaration, the Bylaws, this Section 9.3, or the Act, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

9.3.2 Not on Behalf of Association. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Section 20.1, to terminate the Condominium pursuant to RCW 64.34.268, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of

office of members of the Board pursuant to Section 9.2; but the Board may fill vacancies in its membership for the unexpired portion of any term.

9.3.3 Budget Approval. The Board shall provide the Association Budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget at the annual meeting not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

9.4 Authority of the Association.

9.4.1 The Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under the Act and this Declaration, including without limitation:

- (a) Adopt and amend Bylaws and the Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge or contract with a Manager and other employees, agents, and independent contractors;
- (d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium; provided, however, that the approval of Owners holding at least sixty-seven percent (67%) of the votes in the Association shall be required before the Association may institute, commence or intervene in any litigation or administrative proceeding, including arbitration, other than litigation or other proceedings against Owners for collection of delinquent Assessments or for enforcement of this Declaration or Rules and Regulations of the Association; but Owner approval shall not be required for settlement of such litigation or administrative proceedings;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements and Limited Common Elements; provided that no modification to the Limited Common Element area adjacent to a Cabin Unit may be made without the consent of the Owner thereof;

(g) Acquire and pay for all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Condominium;

(h) Acquire, hold, encumber, convey, and dispose of, in the Association's name, right, title, or interest to real or tangible and intangible personal property, and arrange for and supervise any addition or improvement to the Condominium; provided that:

(1) If the estimated cost of any separate property acquisition or addition or improvement to the Common Elements (but not Limited Common Elements) exceeds \$10,000, the approval of the Owners holding a majority of the votes in the Association shall be required;

(2) If the estimated cost of any separate property acquisition or addition or improvement to a Limited Common Element exceeds \$10,000, the approval of the Owners holding a majority of the votes in the Association allocated to the Owners to which the Limited Common Element is allocated shall be required and the cost thereof shall be allocated to those Owners in proportion to their Allocated Interests;

(i) Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;

(j) Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements, and for services provided to Unit Owners;

(k) Impose and collect reasonable fees relating to conveyance or change in occupancy of the Units, such as move-in/move-out fees and transfer fees;

(l) Impose and collect charges for late payment of assessments and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Declaration or Bylaws or Rules and Regulations adopted by the Board levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;

(m) Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 64.34.425 and statements of unpaid Assessments;

(n) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

(o) Assign its right to future income, including the right to receive common expense assessments;

(p) Provide the following utility services to the Units and assess the cost thereof in accordance with usage: water, sewer, garbage removal and internet;

(q) Exercise any other powers conferred by this Declaration or the Bylaws;

(r) Exercise all other powers that may be exercised in this state by the same type of corporation as the Association;

(s) Exercise any other powers necessary and proper for the governance and operation of the Association;

(t) Maintain and repair any Unit, its appurtenances and appliances, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the Condominium, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner; provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair; and

(u) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one (1) or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Units responsible to the extent of their responsibility.

9.4.2 The Association and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board and paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common Elements or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units (other than Cabin Site Units) and Limited Common Elements.

9.5 Borrowing by Association. In the discharge of its duties and the exercise of its powers as set forth in Section 9.6.1, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Owner thereof) for said Unit's pro rata share of said borrowed funds and the obligation to pay said pro rata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit; provided that the Owner of a Unit may remove said Unit and the Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of the Unit's pro rata share of the borrowing. Subsequent to any such payment, discharge, or satisfaction, the Unit and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.

9.6 Association Records and Funds.

9.6.1 Records and Review. The Association shall keep financial records sufficiently detailed to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All Books and Records of the Association shall be made reasonably available (at all reasonable hours of weekdays or under other reasonable circumstances) for examination and copying by Declarant, any Owner, Mortgagee, insurer and guarantor of any Mortgage on any Unit, or their agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The Association shall have a Compilation Financial Statement prepared at least annually by an independent certified public accountant unless waived annually by Owners (other than the Declarant) of Units to which sixty percent (60%) of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

9.6.2 Fund Commingling. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any Manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two (2) persons who are officers or directors of the Association.

9.7 Association as Trustee. With respect to a third person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

9.8 Common Elements, Conveyance, Encumbrance.

9.8.1 In General. Except as provided in Article 22 with respect to the exercise by Declarant of its right to withdraw the Withdrawable Property from the Condominium, portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association only if the Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant or an Affiliate of Declarant, agree to that action; but all the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale or financing are an asset of the Association.

9.8.2 Agreement. An agreement under this section to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in the county in which the Condominium is situated and is effective only upon recording.

9.8.3 Conditions Precedent. The Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to Section 9.8. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

9.8.4 Void Transactions. Any purported conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this section or pursuant to Article 22, is void.

9.8.5 Support Right. A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Unit of its rights of access and support.

9.8.6 Prior Encumbrances. A conveyance or encumbrance of Common Elements pursuant to this section shall not affect the priority or validity of preexisting encumbrances either on Units (and their Allocated Interest in Common Elements) or on Common Elements.

9.9 Governmentally Required Maintenance. etc. Any insurance, maintenance, repair, replacement, alteration or other work, or the monitoring of such work, which is required by any governmental entity (including without limitation, federal, state or local government, public or private utility provider, local improvement district, or other governmental or quasi-governmental entity or agency), and regardless of whether such requirement is now or hereafter established, and whether imposed in connection with a building permit or other governmental approval or requirement, and whether involving land within public rights of way or subject to ownership or

exclusive use of one (1) Owner, shall be the sole and exclusive responsibility of the Association (not the Declarant) and any cost incurred in connection therewith shall be a Common Expense. In furtherance of the generality of the foregoing, and not by way of limitation, such work shall include: maintenance of any grass-lined swales and proper disposal of clippings; maintenance of wetland plantings; replacement of wetland and landscape plantings that die during any required maintenance period; maintenance of storm sewer and retention systems.

9.10 Maintenance, Repair, Inspection and Warranty Procedure. The Association shall defend, indemnify and hold Declarant harmless from any expense or claim arising from or relating to any Association's failure to promptly and properly maintain, repair or inspect the Condominium (or any part thereof), or the Association's failure to promptly and properly make a claim (or comply with dispute resolution procedures) under any warranty obtained or issued by Declarant. Declarant shall not be liable under any express or implied warranty (including without limitation the Washington Condominium Act implied warranties) for loss or damage which the Association or Owners have not taken timely action to minimize, or which is caused or made worse by a failure to properly and promptly maintain, repair, or inspect (including without limitation failure to fully comply with any inspection, monitoring, maintenance or repair checklist, manual or recommendation provided by Declarant (or a contractor, subcontractor or manufacturer) to the Association or Owners.

9.11 Right to Notice and Opportunity To Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants, or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing, which shall be not less than five (5) days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

ARTICLE 10 REGULATION OF USES

10.1 Permitted Uses.

10.1.1 Cabin Site Units. Each Cabin Site Unit shall be used only for construction of a Cabin and for resort recreational purposes as permitted under applicable laws and the permits issued by the County. The Cabins are not intended to be used as a primary residence and may not be occupied continuously by the Owner or any tenant for more than ninety (90) consecutive days.

10.1.2 Lodge Site Unit. The Lodge Site Unit shall be used for construction of the Lodge by the Declarant pursuant Development Rights reserved in this Declaration.

10.1.3 Lodge Suites. The Lodge Suites created by the Declarant are intended for resort recreational purposes on a time share basis as described in Exhibit C. The Lodge Suites are not intended to be used as a primary residence and may not be occupied continuously by the Owner or any tenant for more than thirty (30) consecutive days or such other shorter period as provided in the rules and regulations of the Association.

10.1.4 Fly Shop Unit. After construction of the Fly Shop within the Fly Shop Unit, the Fly Shop Unit and its Limited Common Elements shall be used for commercial purposes (which may include, but are not limited to, a fly shop, convenience store, and apartment) on an ownership, rental, lease or invitee basis in accordance all applicable laws and the permits issued by the County. Until completion of construction of the Fly Shop within the Fly Shop Unit, the Declarant may operate the existing fly shop within the Limited Common Elements allocated to the Fly Shop Unit.

10.2 Parking Restrictions. The driveways within the Condominium (unless otherwise marked) are designated as fire lanes, to be clear for emergency access at all times. Each Cabin Site Unit shall have an assigned Limited Common Element parking space. No vehicle shall be parked on any driveway that extends into the driveways of the Condominium or otherwise inhibits vehicular or pedestrian traffic thereon. Inoperable or unlicensed vehicles are not allowed to be stored in the Condominium. Commercial-type vehicles, campers, trailers, motorhomes, or boats are prohibited from parking on any driveway or common parking space; but may be parked within designated areas of the Fly Shop Unit Limited Common Element. The Association may direct that any vehicle or other thing improperly parked or kept in a driveway, common parking space, or on private roads or sidewalks be removed at the risk and cost of owner thereof.

10.3 Common Elements. Each Owner: shall have the right to use the Common Elements in common with all other Owners. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements shall be governed by the provisions of the Condominium Act, this Declaration, the Bylaws, and the Rules and Regulations of the Association. The right to use the Common Element private roads includes the right to use such roads to access adjoining public roads. Common drives, walks, corridors, stairways and other general Common Elements shall be used exclusively for normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board.

10.4 Construction and Exterior Alteration of Cabins. The Cabin and any other improvements to be constructed, erected, placed within a Cabin Site Unit and any exterior alterations thereto must be approved by the Board or an Architectural Control Committee (the Board or Architectural Review Committee, the "ARC") composed of three (3) or more representatives appointed by the Board; provided, that until completed Cabins have been constructed on all of the Cabin Site Units, the Declarant may act as the ARC for the purposes of

approving initial construction of Cabins and/or alteration thereof under this Article. Complete plans and specifications of the proposed Cabin or exterior alterations together with detailed site plan showing the proposed location of the same on the particular building site, any proposed grading and other data requested by the ARC shall be submitted to the ARC before construction or alteration is begun. Construction or alteration shall not be started until written approval thereof is given by the ARC.

10.4.1 The ARC (or Declarant acting as the ARC) shall adopt and may amend design guidelines for the Cabins (the "Cabin Design Book").

10.4.2 The ARC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the exterior design with proposed or existing Cabins, the Lodge and the Fly Shop and the Cabin Design Book. Depending upon the proposal, the plans may require additional review by engineers, architects or other design professionals, the cost of which may be assessed to the Owner. The ARC may recommend changes to the plans that would enhance the likelihood of approval.

10.4.3 All plans and specifications submitted for approval by the ARC must be submitted at least sixty (60) days prior to the proposed construction or exterior alteration starting date. The ARC may require the Owner to pay an application fee in addition to reimbursing the Association for the cost of additional reviews by engineers, architects or other design professionals.

10.4.4 The maximum height of any Cabin shall be established by the ARC as part of plan approval and shall be given in writing together with the approval. The maximum height shall be no higher than that permitted under the County's zoning or land use regulations.

10.4.5 The ARC may require that all plans or specifications be prepared by an architect or a competent house designer approved by the ARC. Three (3) complete sets of the plans and specifications shall in each case be delivered to and permanently left with the ARC. All Cabins shall be erected or constructed, and all exterior alterations made, by a licensed contractor, house builder or other person or entity approved by the ARC. The ARC shall have the right to refuse to approve any design, plan, material or color for the Cabin or alteration that is not suitable or desirable, in the ARC's opinion, and such refusal may be based entirely on aesthetic or other factors.

10.4.6 In evaluating any design, the ARC may consider the suitability of the proposed Cabin or exterior alteration thereof, the material of which it is to be built, the exterior color scheme, the site upon which the Cabin is proposed to be built, the harmony thereof with the surroundings and the other Cabins, Lodge and Fly Shop (whether existing or proposed), the Cabin Design Book, and any and all other factors which, in the ARC's opinion, shall affect the desirability or suitability of such proposed Cabin or exterior alteration.

10.4.7 No Cabin shall be constructed unless it complies with the County's zoning and land use regulations and applicable building codes. The ARC may require that the Owner furnish the ARC with evidence that all necessary permits have been obtained from the County for any work on a Cabin for which ARC approval is required under this section prior to commencement of the work.

10.4.8 Owners shall begin construction of their Cabin within thirty-six (36) months of their acquisition of the Cabin Site and shall complete construction of their Cabin within twelve (12) months after commencement of construction; provided that the ARC may, for good cause, extend the construction period.

10.5 Maintenance of Units and Limited Common Elements. The following provisions govern the maintenance responsibility for the Cabins, Lodge and Fly Shop:

10.5.1 Cabins. The Owners of the Cabins shall be responsible for keeping the interior and exterior of the Owner's Cabin and its improvements, equipment, appliances, and appurtenances in good order, condition and repair. Each Owner shall be responsible for the construction, alteration, maintenance, insurance, repair, improvement and replacement of the Owner's Cabin and any improvements, plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which may be in or exclusively serve the Cabin.

10.5.2 Lodge. The Declarant, at its sole expense, has constructed the Lodge within the Lodge Site Unit and to subdivide the Lodge Site Unit into ten (10) Lodge Suites and Limited Common Elements for Cabin Site Units and Lodge Suites as provided in Article 22 and elsewhere in this Declaration. After construction, the Association shall be responsible for the operation, maintenance, insurance, repair, improvement and replacement of the Lodge and the Lodge Suites, including the furniture and furnishings therein, and the Limited Common Elements allocated thereto, with costs allocated as provided in Section 7.7.

10.5.3 Fly Shop. A Fly Shop has been constructed within the Fly Shop Unit and other improvements within the Limited Common Elements allocated to the Fly Shop Unit. The Owner of the Fly Shop Unit, in its sole discretion, shall be responsible for the operation, maintenance, insurance, repair, improvement and replacement of the Fly Shop and its Limited Common Elements. The Owner of the Fly Shop Unit may construct additional buildings and other improvements within the Limited Common Elements allocated to the Fly Shop Unit as it deems necessary or desirable for the operation the business or businesses being conducted or to be conducted therein; provided that such buildings or other improvements are in conformance with the County's zoning or land use regulations and any permits necessary therefor have been issued.

10.6 Effect on Insurance. Nothing shall be done or kept in any Unit or in the Common or Limited Common Element which will increase the rate of insurance on the Common Elements or Units without the prior written consent of the Board. No Owner and/or Purchaser shall permit anything to be done or kept in his Unit or in the Common or Limited Common Elements which

will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Elements, or which would be in violation of any laws.

10.7 Signs. No sign of any kind shall be displayed to the public view on or from any Cabin or Lodge Suite or any Limited Common Element allocated thereto, except:

- (i) Such signs as may be required by law or by any legal proceeding; or
- (ii) Signs not exceeding two (2) square feet providing the name or telephone number identification on a residential property, parking or storage area; or
- (iii) During a time of construction of any structure, a job identification sign having a maximum face area of ten (10) square feet per sign; or
- (iv) Any owner wishing to sell a Cabin Site Unit may place one (1) sign not larger than three hundred (300) square inches advertising the property for sale.

The Owner of the Fly Shop Unit may have such signs on the Fly Shop or Limited Common Elements allocated to that Unit as it deems appropriate; provided the signs are in conformance with any County regulations therefor. This section shall not apply to Declarant or Declarant's agents in exercising any Special Declarant Right reserved by Declarant under this Declaration.

10.8 Pets.

10.8.1 Domestic household pets, such as dogs and cats, may be kept within the Condominium; provided that the keeping of pets therein shall be subject to such reasonable Rules and Regulations as the Board may from time to time adopt. The Board may require the removal of any animal which the Board, in the exercise of reasonable discretion, finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain. Animals which are generally perceived as being dangerous (such as pit bull dogs) are prohibited.

10.8.2 Domestic Pets will not be allowed on any Common Elements (or Limited Common Elements allocated for the use of more than one (1) Unit) unless they are on a leash or otherwise under the direct control of a person. At all times the Common Elements and Limited Common Elements shall be free of any pet debris, including food and feces matter. No livestock, poultry, rabbits or other animals whatsoever are permitted in any part of the Condominium, nor may any animal be bred or used therein for any commercial purpose.

10.8.3 Service Animals, defined as animals that are individually trained to do work or perform tasks for the benefit of a person with a disability, are not pets and may be allowed as a reasonable accommodation to people with disabilities.

10.9 Offensive Activity.

10.9.1 No noxious or offensive activity shall be carried on in any Unit or Common or Limited Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

10.9.2 All occupants shall avoid making noises and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants. Owner shall also control their pets so that they do not disturb other occupants.

10.9.3 No garments, rugs or other objects shall be hung from the windows, facades, or lanais of the project or otherwise displayed in public view. No rugs or other objects shall be dusted or shaken from the windows, lanais or doors of any Unit or cleaned by beating or sweeping on any walkways, patios, entries or other exterior part of the project.

10.9.4 No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Element outside of the disposal facilities provided for such purposes.

10.9.5 Every Unit Owner and occupant shall at all times keep his Unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, Rules and Regulations, including kennel laws and animal control laws.

10.10 Excavations; Subsurface Rights. No excavation or drilling for mineral, ore, stone, gravel, petroleum or earth shall be made within the Condominium.

10.11 Common Element Alterations. After installation of initial landscaping and construction of initial structures and other improvements within the Common Elements or Limited Common Element allocated to the Owners of the Cabin Site Units and/or Lodge Suites, nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Element without the approval of the Board.

10.12 House Rules. The Board or the Association membership is empowered to pass, amend and revoke detailed, reasonable administrative Rules and Regulations, or "House Rules," necessary or convenient from time to time to insure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Association.

10.13 Tenants. If any tenant or occupant of a Unit violates or permits the violation by his guests and invitees of any provisions hereof or of the Bylaws or of the Rules and Regulations and if the Board determines that such violations have been repeated and a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Unit and the Owner thereof to forthwith cease such violations. If the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice from the Board and Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a

lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorney fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under the Declaration.

10.14 Maintenance of View. Trees and vegetation planted in the Common Elements shall be pruned by the Association in a manner to preserve as much view as possible from each of the Units, subject to any regulations or restrictions imposed by governmental regulation or covenant.

10.15 Timesharing. Timesharing of Lodge Suites and Cabin Site Units is permitted; provided that there may not be more than four (4) Time Share Interests in a Cabin Site Unit and not more than six (6) Time Share Interests in a Lodge Suite Unit. This section may not be amended without the approval of Declarant so long as the Declarant owns a Unit, has the right to create a Unit or right to subdivide the Lodge Site Unit.

10.16 Fireplaces. All fireplaces must comply with the most stringent of the Federal, State or local laws in effect at the time the fireplace is installed.

10.17 Utilities. All utility connections and service lines to each Unit shall be installed underground, including electric service, irrigation piping, water service, gas service, sewer, cable TV, and telephone cable, in accordance with accepted construction and utility standards.

10.18 Hazardous Substances. Owners shall not permit any Hazardous Substance to be generated, processed, stored, transported, handled, or disposed of on, under, in or through the Owner's Unit, Limited Common Elements or Common Elements. Each Owner shall indemnify, defend, and hold harmless the other Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit by the Owner, tenants, or invitees of the Unit. As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste, or material which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste, or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), or under any local or state rule or regulation. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, and/or genetic abnormalities.

10.19 Right to Notice and Opportunity To Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants, or occupants of Units whose interest would be significantly affected by the

proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing, which shall be not less than fourteen (14) days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

ARTICLE 11 COMMON EXPENSES AND ASSESSMENTS

11.1 Estimated Expenses.

11.1.1 Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board shall, using the criteria, method and allocations set forth in Article 7, allocate and estimate the Common Expenses, Limited Common Expenses and any special charges for particular Units to be paid during the fiscal year and shall make provisions for creating, funding and maintaining reasonable reserve accounts for contingencies and operations as well as for repair or replacement of those portions of the Condominium for which the Association is responsible under this Declaration. The Board shall take into account any expected income and any surplus available from the prior year's operating fund in developing an Association Budget.

11.1.2 If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners according to Section 11.4. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds.

11.1.3 The Board shall provide a summary of the Association Budget to all the Owners and at the annual meeting the Association Budget shall be considered by the members for ratification. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. The initial budget for the Association shall be adopted by the Declarant.

11.2 Payment by Owners. Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article to the treasurer for the Association in equal quarterly installments on or before the first (1st) day of each quarter during such year, or in

such other reasonable manner as the Board shall designate. No Owner may exempt himself from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Owner's Unit.

11.3 Commencement of Assessments. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence Assessments. Until the Association commences Assessments, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Units, based on the Association's budget; provided that until the Lodge has been constructed, the Declarant may levy assessments based on the actual expenses of the Association.

11.4 Allocated Liability. All Common Expenses must be assessed against all the Units in accordance with the allocations set forth in Article 7.

11.5 Reconciliation of Assessment to Actual Income and Expenses. The Association shall establish and maintain its accounts and records in such a manner that will enable it to credit Assessments for Common Expenses, including allocations to reserves, and income of the Association to the account of the appropriate Units and make its expenditures from the appropriate accounts, all in accordance with the Allocated Interests of the Units as provided in Article 7. In order that the Unit Owners are correctly assessed for the actual expenses of the Association, the accounts of the Association shall be reconciled at least annually, unless the Board determines that a reconciliation would not result in a material savings to any Unit Owner; and any surpluses (or deficits) in the accounts shall be credited to the benefit of or paid to (or charged to the account of or assessed against) the Owners of the Units who paid the surplus (or owe the deficit).

11.6 Assessments for Judgment. Assessments to pay a judgment against the Association pursuant to RCW 64.34.368(1) may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their Allocated Interests at the time the judgment was entered.

11.7 Owner Misconduct. To the extent that any Common Expense is caused by the misconduct of any Unit Owner or the Owner's tenant or guest, the Association shall assess that expense against the Owner's Unit.

11.8 Reallocation. If the Allocated Interests are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Allocated Interests.

11.9 Billing of Assessments. Assessments shall be billed to each Unit Owner by the Association each quarter on the first (1st) day of the new quarter. Bills for assessments shall be due fifteen (15) days after receipt by the Unit Owner. In the event a Unit Owner desires to pay by credit card or other electronic means, any fees charged by a bank or other financial institution for credit card payments or electronic payments shall be added to the assessment and paid by the Unit Owner.

11.10 Late Charges. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

11.11 Loss of Privileges and Voting Rights. Unpaid Assessments that are not paid within one hundred eighty (180) days of the Delinquency Date shall result in the Unit Owner of the Unit for which assessments are delinquent having no right to vote on any matter coming before the Association members for a vote until the delinquent assessments have been satisfied. The Unit Owner of the Unit for which Assessments are delinquent shall have no right to rent their Unit to third parties until the unpaid Assessments are paid.

11.12 Prepayment of Assessments. Each Unit Owner, upon the acquisition of their Unit, shall pay an amount equal to one quarter (1/4) of the Association's annual Assessments plus that Unit's first quarterly Assessments plus the prorated amount of the quarterly Assessments due for the quarter in which the sale occurs. Said prepayment of Assessments shall be made in advance. The prepaid dues will be held by the Association. No interest shall be paid by the Association to the Unit Owner on the prepaid Assessments held by the Association. In the event a Unit Owner sells their Unit, then the prepaid Assessments held by the Association shall be refunded to the Unit Owner when that Unit Owner provides verification of the sale of the Unit to the Association.

11.13 Lien For Assessments.

11.13.1 Lien. The Association has a lien on a Unit for any unpaid Assessments levied against a Unit from the time the Assessment is due.

11.13.2 Priority. A lien under Section 11.13 shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of the Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Unit.

11.13.3 Mortgage Priority. Except as provided in Sections 11.13.4 and 11.13.5, the lien shall also be prior to the Mortgages described herein to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to Section 11.1, which would have become due during the six (6) months immediately preceding the date of the sheriff's sale in an action for judicial foreclosure by either the Association or a Mortgagee, the date of a trustee's sale in a non-judicial foreclosure by a Mortgagee, or the date of recording of the Declaration of forfeiture in a proceeding by the vendor under a real estate contract.

11.13.4 Mortgagee Notice. The priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three (3) months if and to the extent that the lien priority under Section 11.13.3 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Association gives the holder a written notice of the delinquency. This section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Association.

11.13.5 Recording as Notice. Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessment under this section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this section in the real property records of any county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in section 11.13.3.

11.13.6 Limitation on Action. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three (3) years after the amount of the Assessments sought to be recovered becomes due.

11.13.7 Foreclosure. The lien arising under this section may be enforced judicially by the Association or its authorized representative in the manner set forth in Chapter 61.12 RCW. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight (8) months. Nothing in this section shall prohibit an Association from taking a deed in lieu of foreclosure.

11.13.8 Receiver. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rental is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this section, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

11.13.9 Mortgagee Liability. Except as provided herein, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through

foreclosure shall not be liable for Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section.

11.13.10 Lien Survives Sale. The lien arising under this section shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure, as provided in Section 11.13.9.

11.14 Owner Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

11.15 Attorney's Fees. The prevailing party shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

11.16 Assessment Certificate. The Association, upon written request, shall furnish to a Unit Owner or a Mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen (15) days after receipt of the request and is binding on the Association, the Board, and every Unit Owner, unless and to the extent known by the recipient to be false.

11.17 Acceleration of Assessments. In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days' written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

ARTICLE 12 INSURANCE

12.1 In General. Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available:

12.1.1 Property insurance for all portions of the Condominium for which the Association is responsible for maintenance, repair or replacement under this Declaration, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies. The deductible for any loss relating the portion of the Lodge or Lodge Suites for which the Association is responsible for maintenance, repair or replacement shall be allocated to the Owners of the Cabins and/or Lodges Suites as provided in Section 7.7.

12.1.2 Liability insurance for the Board, the Association, the Owners, the Declarant, and the Managing Agent, and covering all of the Common Elements and Limited Common Elements (but not the Limited Common Elements allocated to the Fly Shop Unit) and the Lodge Suites (Time Share Units) with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Common Elements, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to projects of similar construction, location and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 general aggregate.

12.1.3 Workmen's compensation insurance to the extent required by applicable laws.

12.1.4 Fidelity bonds naming the members of the Board, the Manager and its employees and such other persons as may be designated by the Board as principals and the Association as obligee, in at least an amount equal to three (3) months aggregate Assessments for all Units plus reserves, in the custody of the Association or Manager at any given time during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression.

12.1.5 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable.

12.1.6 Such other insurance (including directors and officers liability) as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the reasonable insurance and fidelity bond requirements for condominium projects established by Mortgagees.

12.2 Coverage Not Available. If the insurance described in Section 12.1 is not reasonably available, or is modified, canceled, or not renewed, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by first class United States mail to all Unit Owners, to each Eligible Mortgagee, and to each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. The Association, in any event, may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

12.3 Required Provisions. Insurance policies carried pursuant to this Article shall:

12.3.1 Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

12.3.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

12.3.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy; and

12.3.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner or any Mortgagee;

12.3.5 Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law;

12.3.6 Contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds; and

12.3.7 Contain, if available, an agreed amount and Inflation Guard Endorsement.

12.4 Claims Adjustment. Any loss covered by the property insurance obtained by the Association under this Article must be adjusted with the Association, but the insurance proceeds

for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions of Article 13, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated.

12.5 Owner's Additional Insurance. Insurance issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit.

12.6 Certificate. An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of Chapter 48.18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

12.7 Notification on Sale of Unit. Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners under Article 12 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

ARTICLE 13 DAMAGE OR DESTRUCTION; RECONSTRUCTION

13.1 Definitions; Significant Damage; Repair; Emergency Work.

13.1.1 As used in this Article, the term "Significant Damage" means damage or destruction, whether or not caused by casualty, to any part of the Property which the Board is responsible to maintain or repair: (a) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs; and (b) which has a significant adverse impact on the habitability of any Unit or the ability of an Owner or Owners to use the Property or any significant portion of the Property for its intended purpose.

13.1.2 As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the Building or improvements which suffered Significant Damage to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental Rules and Regulations or available means of construction may be made.

13.1.3 As used in this Article, the term “Emergency Work” shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the Owners from liability arising out of the condition of the Property.

13.2 Initial Board Determinations. In the event of Significant Damage to any part of the Condominium, the Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery, make the following determinations with respect thereto employing such advice as the Board deems advisable:

13.2.1 The nature and extent of the Significant Damage, together with an inventory of the improvements and property directly affected thereby.

13.2.2 A reasonably reliable estimate of the cost to Repair the Significant Damage, which estimate shall, if reasonably practicable, be based upon a firm bid obtained from a responsible contractor.

13.2.3 The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

13.2.4 The amount, if any, that the estimated cost of Repair exceeds the anticipated insurance proceeds therefor and the amount of Assessment to each Unit if such excess was paid as a Common Expense and specially assessed against all the Units in proportion to their Allocated Interest in the Common Elements.

13.2.5 The Board’s recommendation as to whether such Significant Damage should be Repaired.

13.3 Notice of Damage or Destruction. The Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, provide each Owner, and each first Mortgagee with a written notice summarizing the initial Board determination made under Section 13.2. If the Board fails to do so within said thirty (30) days, then any Owner or Mortgagee may make the determination required under Section 13.2 and give the notice required under this section.

13.4 General Provisions.

13.4.1 Duty to Restore. Any portion of the Condominium for which insurance is required under this Article which is Significantly Damaged shall be Repaired promptly by the Association unless: (a) the Condominium is terminated; (b) Repair would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be Repaired, vote not to Repair. Even if the Significant Damage is not to be Repaired, the Board shall still have authority to perform Emergency Work. The cost of Repair in excess of insurance proceeds and reserves is a Common Expense.

13.4.2 Damage not Restored. If all or any portion of the damaged portions of the Condominium are not Repaired (regardless of whether such damage is Significant): (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not Repaired shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units.

13.4.3 Reallocation. If the Unit Owners vote not to Repair any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 15, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

13.4.4 Restoration by Board. If the damage (regardless of whether such damage is Significant) is to be repaired pursuant to Section 13.4, then:

13.4.5 Contract and Contractors. The Board shall have the authority, on behalf of the Association, to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to effectuate the Repair and Restoration. Contracts for such Repair and Restoration shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with Repair upon satisfaction of the Board that such work will be appropriately carried out.

13.4.6 Insurance Trustee. The Board may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for a loss in excess of Fifty Thousand Dollars (\$50,000.00), or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

13.4.7 Decision to Terminate. In the event of a decision to terminate the Condominium and not to Repair and Restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the real property), and the remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268.

13.5 Restoration of Cabins and Fly Shop. In the event of damage or destruction by fire or other casualty to any Cabin or the Fly Shop Unit, the decision whether or not to rebuild is the Owner's. If the Owner decides not to rebuild, the Owner shall remove all debris and leave the site in an orderly condition.

ARTICLE 14 CONDEMNATION

14.1 In General. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the Unit Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this section is thereafter a Common Element.

14.2 Partial Unit Condemnation. Except as provided in Section 14.1, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides: (a) That Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit, and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

14.3 Common Element Condemnation. If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

14.4 Recording of Judgment. The court judgment shall be recorded in every county in which any portion of the Condominium is located.

14.5 Association to Represent Owners. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium, and any condemnation proceeds shall be payable to the Association for the benefit of the Owners of affected Units and their Mortgagees. Should the Association not act on the Owners' behalf in a condemnation process, the affected Owners may individually or jointly act on their own behalf.

ARTICLE 15 COMPLIANCE WITH DECLARATION

15.1 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and administrative Rules and Regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration, the Bylaws and administrative Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply. In the event of a dispute between the Declarant and the Association (or the Board or any Owner), each party shall be solely responsible for payment of all legal fees incurred by that party, regardless of the nature of the dispute or who may be the prevailing party.

15.2 No Waiver of Strict Performance. The failure of the Board in any one (1) or more instances to insist upon the strict performance of this Declaration or the Bylaws, to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such right or option and such right or option shall remain in full force and effect. The receipt by the Board of any assessment from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision in such documents shall be deemed to have been made unless expressed in writing and signed by the Board.

ARTICLE 16 LIMITATION OF LIABILITY

16.1 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 12, neither the Association nor the Board nor the Manager shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

16.2 No Personal Liability. So long as a Board member, Association committee member, or Association officer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person and such person's evaluation of such information, no such person (and no Association manager acting pursuant to the directions of the Board) shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence, including any discretionary decision, or failure to make a discretionary decision, by

such person in such person's official capacity. Without limiting the generality of the foregoing, the term "discretionary decisions" shall include evaluating and deciding whether or not to act in response to reports, investigations or recommendations received by such person, and shall include deciding whether or not to commence, defend, continue, or settle lawsuits or arbitration/mediation or other legal proceedings involving the Association or Condominium (or any part thereof). Provided, that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 13.

16.3 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful or intentional misconduct, a knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property or services to which said person is not legally entitled. Provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The Association and each Owner shall defend, indemnify and hold Declarant harmless from any claim, expense or liability based on the failure of the Association or such Owner to comply with applicable duties and obligations under: this Declaration, Association Articles or Bylaws, or Association Rules and Regulations; or under any warranty obtained or issued by Declarant; or under applicable law.

ARTICLE 17 MORTGAGEE PROTECTION

17.1 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not: without prior the approval of Owners holding 80% of the votes in the Association and 67% of Eligible Mortgagees, seek by act or omission to: abandon or terminate the condominium status of the project; or abandon, encumber, sell or transfer any of the Common Elements.

17.2 Partitions and Subdivision. The Association shall not combine nor subdivide any Unit or the appurtenant Limited Common Elements, nor abandon, partition, subdivide, encumber or sell any Common Elements, or accept any proposal so to do, without the prior written approval of Owners holding 67% of the votes in the Association, 51% of Eligible Mortgagees and the Owners and Mortgagees of the Units being combined or subdivided. The Declarant has the Development Right to subdivide the Lodge Site Unit, as provided Article 22 and elsewhere in this Declaration.

17.3 Change in Percentages. Except for amendments to the Declaration by the Declarant in connection with the exercise of its Special Declarant Rights and Development Rights reserved in this Declaration, the Association shall not make any Material Amendment (as defined in Section

20.7) to this Declaration or Bylaws (including changes in the percentages of interest in the Common Elements) without the prior written approval of 51% of Eligible Mortgagees and approval of Owners holding 67% of the votes in the Association, and without unanimous approval of the Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed.

17.4 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice: (a) that the Owner/Mortgagor of the Unit has for more than sixty (60) days failed to meet any obligation under the Condominium documents; (b) of all meetings of the Association and be permitted to designate a representative to attend all such meetings; (c) of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage; (d) of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and (e) of any proposed action that requires the consent of a specified percentage of Mortgagees. To be entitled to receive notices under this Section 17.4, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guaranties) the Mortgage.

17.5 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of said Declaration or the Bylaws shall control over such other inconsistent provisions.

17.6 Insurance.

17.6.1 Board Duties. With respect to a first Mortgagee of a Unit, the Board shall:

(a) Cause any insurance carrier to include in the insurance policy a standard mortgage clause, naming any mortgagee who makes written request to the Board to be so named;

(b) Furnish any such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien;

(c) Require any insurance carrier to give the Board and any and all insured (including such Mortgagees) at least thirty (30) days' written notice before canceling, reducing the coverage or limits, or otherwise substantially modifying any insurance with respect to the Property on which the Mortgagee has a lien (including cancellation for a premium nonpayment);

(d) Not make any settlement of any insurance claims for loss or damage to any such Unit, Common or Limited Common Element exceeding Five Thousand Dollars

(\$5,000.00) without the approval of such Mortgagee; provided, that the withholding of such approval shall not be unreasonable or in conflict with the provisions of Article 13;

(e) Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00);

(f) Give such Mortgagee written notice of any loss, damage or taking affecting any Unit or Limited Common Elements in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000.00);

17.6.2 Additional Policy Provisions. In addition, the insurance policy acquired shall:

(a) Provide that any reference to a Mortgagee in such policy shall mean and include any holders of Mortgages of any Unit or Unit lease, in their respective order and preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Unit Owners or any persons claiming under any of them;

(c) Waive any provision invalidating such Mortgage clause by reason of: the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy; any requirement that the Mortgagee pay any premium thereon; and any contribution clause.

17.7 Inspection of Books. Declarant (and Declarant's agents), Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled: to inspect and copy at all reasonable hours of weekdays (or under other reasonable circumstances) all of the Books and Records of the Association (as defined in Section 1.8.10), within a reasonable time following request; and, upon written request of any holder, insurer or guarantor of a first Mortgage at no cost to the party so requesting (or if this project contains fewer than fifty (50) Units, upon the written request of the holders of fifty-one percent (51%) or more of first Mortgages at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

ARTICLE 18 EASEMENTS

18.1 General. It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for: all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan; and for the maintenance, repair and replacement of all improvements within each Unit. Each Unit as it is constructed is granted an easement (to which each other Unit and all Common and Limited

Common Elements are subject) for the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

18.2 Utility, Etc., Easements. The Board, on behalf of the Association and all members thereof, shall have authority to grant utility, road and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

18.3 Association Functions. There is hereby reserved to the Association, or their duly authorized agents and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Association as are set forth, provided for or authorized in this Declaration.

18.4 Declarant Functions. There is hereby reserved to the Declarant (and its duly authorized agents, employees, contractors and representatives), such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Declarant as are set forth, provided for or authorized in this Declaration, Survey Map and Plans, the Articles, the Bylaws, or any rules properly adopted by the Association; building or other governmental permits or approvals, and Purchase and Sale Agreement between Declarant and a Unit Purchaser, any express or implied warranty under which Declarant is obligated, and/ as or otherwise authorized or required by law.

18.5 Encroachments. Each Unit and all Common and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Common and Limited Common Elements, for the purpose of accommodating any encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the Condominium, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit. The provisions of this Section 18.5 are intended to supplement Article 4 and RCW 64.32.252 and, in the event of any conflict, the provisions of Article 4 and RCW 64.34.252 shall control.

18.6 Easement for Fly Shop Unit. The Owner of the Fly Shop shall have an easement to use the driveway and road to the north of the Lodge Site Unit and Cabin Site Units 1, 2 and 3 for access to the Yakima River in connection with the operation of its business or businesses conducted with the Fly Shop Unit or its Limited Common Elements.

ARTICLE 19 PROCEDURES FOR SUBDIVIDING OR COMBINING

19.1 Procedure. Except for the Declarant's right to subdivide the Lodge Site Unit into Lodge Suites and Time Share Units as provided in Section 22.2 and elsewhere in this Declaration, the Units may not be subdivided or combined except as provided in this Article.

19.1.1 Owner Proposal. Any Owner of any Unit or Units may propose any subdividing or combining of any Unit or Units, and appurtenant Common Elements or Limited Common Elements in writing, together with complete plans and specifications for accomplishing the same and a proposed amendment to this Declaration, the Survey Map and Plans covering such subdividing or combining, to the Board, which shall then notify all other Unit Owners of the requested subdivision or combination.

19.1.2 Owner/Mortgagee Approval. Upon written approval of such proposal by sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of the Eligible Mortgagees, and of all Eligible Mortgagee(s) and Owner(s) of the Unit(s) to be combined or subdivided, the Owner(s) making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other Units or Common Elements or reasonable deadlines for completion of the work be inserted in the contracts for the work.

19.1.3 Survey Map and Plans. The changes in the Survey Map, if any, and the changes in the Plans and the Declaration shall be placed of record as amendments to the Survey Map, Plans, and Declaration of Condominium in accordance with the provisions of Article 20.

19.1.4 Allocated Interests. The Allocated Interests formerly allocated to the subdivided Unit shall be reallocated to the new Units in any reasonable and equitable manner prescribed by that Owner of the subdivided Unit. The Allocated Interests of the new Unit resulting from a combination of Units shall be the aggregate of the Allocated Interests formerly allocated to the Units being combined.

ARTICLE 20 AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

20.1 In General. Except in cases of amendments that may be executed by a Declarant (in the exercise of any Special Declarant Right or Development Right under Article 22), the Association (in connection with Sections 4.3 or 6.2, Article 20 or Article 22, or termination of the

Condominium), or certain Unit Owners (in connection with Sections 4.3 or 6.2, or Article 20, or termination of the Condominium), and except as limited by Section 20.6, the Declaration and the Survey Maps and Plans may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

20.2 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

20.3 Recording. Every amendment to the Declaration must be recorded in every county in which any portion of the Condominium is located, and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by RCW 64.32.216(I).

20.4 General Limitations. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected and the Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated other than the Declarant.

20.5 Execution. Amendments to the Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

20.6 Special Declarant Rights and Development Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right or Development Right, or any other right, power, benefit provided in the Declaration to Declarant (nor otherwise hinder the business activities or expectations of, or benefits provided hereunder to, the Declarant) without the consent of the Declarant and any Mortgagee of record (excluding Mortgagees of Units owned by persons other than the Declarant) with a security interest in the Special Declarant Right or Development Right or in any real property subject thereto.

20.7 Material Amendments. Any amendment to a provision of this Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall require the consent of 51% of the Eligible Mortgagees: voting rights; Assessments, Assessment liens, or the priority of Assessment liens; reserves for maintenance, repair, and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the Common or Limited Common Elements, or rights to their use; redefinition of any Unit boundaries; convertibility of Units into Common Elements or vice versa; expansion or contraction of the Condominium, or the addition, annexation, or withdrawal

of property to or from the Condominium; insurance or fidelity bond; leasing of Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision by the Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder; restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration; any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or any provisions that expressly benefit Mortgage holders, insurers, or guarantors. A Mortgagee who fails to respond within thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered by certified or registered mail with a return receipt requested.

20.8 Map and Plans Amendment. Except as otherwise provided herein, the Survey Map and Plans may be amended by revised versions or revised portions thereof referred to and described as to effect in an amendment to this Declaration adopted as provided for herein. Copies of any such proposed amendment to the Survey Map and Plans shall be made available for the examination of every Owner. Such amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the appropriate county office in conjunction with the Declaration amendment.

ARTICLE 21 MISCELLANEOUS

21.1 Notices for All Purposes.

21.1.1 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail or by electronic mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit shall be sufficient if mailed to the Unit of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Board.

21.1.2 Mortgagee Notice. Upon written request therefor, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by his security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

21.1.3 Mortgagee's Acceptance. A Mortgagee who receives a written request to consent to an action for which Mortgagee consent is required under this Declaration who does not

deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested, and first class mail.

21.1.4 Priority of Mortgage. This Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgage.

21.1.5 Acceptance Upon First Conveyance. The Declarant shall not consummate the conveyance of title of such Unit until said Mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act, for partial release of Units with their appurtenant Limited Common Elements and Allocated Interest in Common Elements from the lien of said Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the Condominium status of the Units remaining subject to its Mortgage as well as its acknowledgment that such appropriate arrangements for partial release of Units have been made; provided, that, except as to the Units (and their Allocated Interests in Common Elements) so released, said Mortgage shall remain in full effect as to the entire Property.

21.2 Severability. The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or enforceability of any one (1) provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants effect the common plan.

21.3 Conveyances; Notice Required. The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying: the Unit to be sold; the name and address of the Purchaser, of the closing agent, and of the title insurance company insuring the Purchaser's interest; and the estimated closing date. The Board shall have the right to notify the Purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Unit, whether or not such information is requested. It is understood, however, that a violation of this section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

21.4 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of one (1) or more Units and include Development Rights and Special Declarant Rights).

21.5 Effective Date. This Declaration shall take effect upon recording.

21.6 Reference to Survey Map and Plans. The Survey Map and Plans of the Condominium referred to herein filed with the Auditor of Kittitas Washington, simultaneously with the recording of this Declaration.

ARTICLE 22 SPECIAL DECLARANT RIGHTS DEVELOPMENT RIGHTS

22.1 Special Declarant Rights. As more particularly provided in this Article, Declarant, for itself and any successor Declarant, has reserved the following Special Declarant Rights:

22.1.1 Completion of Improvements. Declarant, its agents, employees, contractors and representatives shall have the right to complete, repair, replace or correct improvements and otherwise perform work as set forth, provided for or authorized in this Declaration; the Survey Map and Plans; building or other governmental permits or approvals; and purchase and sale agreement between Declarant and any purchaser of a Unit; any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law. This Special Declarant Right shall continue so long as any right, duty or obligation of the Declarant continues under any express or implied warranty, agreement or law.

22.1.2 Sales Facilities of Declarant. Declarant, its agents, employees and contractors shall be permitted to establish and maintain in any Unit still owned by Declarant and in any of the Common Elements (other than Limited Common Elements assigned to individual Units not owned by Declarant), such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Units and appurtenant interests, including but not limited to: business offices; management offices; sales offices; construction offices; storage areas; signs; model units; and parking areas for all agents, employees, contractors, prospective tenants or purchasers of Declarant. The provisions of this section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of: the Unit and appurtenant Limited Common Elements; and those portions of the Common Elements reasonably necessary to use and enjoy such Unit and Limited Common Elements.

22.1.3 Exercise of Development Rights. Declarant shall have the right to exercise Development Rights provided in this Declaration and the Act.

22.1.4 Termination of Declarant Rights. Except as otherwise provided in this Declaration, the foregoing Special Declarant Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Development Rights remain in effect; provided, that Declarant may

voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

22.2 Development Rights. As more particularly provided in this Article and elsewhere in the Declaration, Declarant, for itself and any successor Declarant, reserves the Development Rights (but not the obligation) to (a) construct the Lodge within the Lodge Site Unit, subdivide that Unit into ten (10) Lodge Suites and further subdivide each Lodge Suite into six (6) Time Share Interests; (b) construct Limited Common Elements for the Lodge Suites and Cabin Site Units, as described in this Declaration and/or shown on the Survey Map and Plans; (c) construct the Fly Shop within the Fly Shop Unit and improvements within the Limited Common Elements allocated to the Fly Shop Unit, including but not limited to those shown on the Survey Map and Plans; (d) add the Additional Property to the Condominium and to create up to eleven (11) Cabin Site Units, Limited Common Elements and Common Elements on that property; and (e) withdraw the Withdrawable Property from the Condominium. The Declarant is the Owner of any Units thereby created. Development Rights may be reserved within any real property added to the Condominium if the amendment adding that real property includes all matters required by the Act.

22.2.1 Amendment to Declaration and Survey Map and Plans. In connection with the exercise of such Development Rights, Declarant shall execute and record an amendment to this Declaration and file an amended Survey Map and Plans reflecting any necessary changes to those documents, including but not limited to, listing and showing each new Unit created; reallocating the Allocated Interests among all Units; describing and showing any property added to the Condominium or the remaining property in the Condominium after the withdrawal of the Withdrawable Property; describing or showing any Common Elements and/or any Limited Common Elements created thereby.

22.2.2 Withdrawing and Conveying Withdrawable Property. In order to withdraw the Withdrawable Property from the Condominium, the Declarant shall (a) execute a deed with respect to the Withdrawable Property, which deed may be to itself or to any other person; (b) record a notice of withdrawal signed only by the Declarant which described the land being withdrawn; (c) record an amendment to Schedule A describing the land remaining in the Condominium; and (d) record an amendment to the Survey Map and Plans showing the Property remaining in the Condominium. In connection with such withdrawal, the Declarant reserves the right to execute, if necessary and on behalf of the Unit Owners and the Association, any applications to governmental agencies or other documents or instruments necessary to establish the Withdrawable Property, or such portion thereof that the Declarant desires to withdraw, as a legal lot and to withdraw it from the Condominium. In addition, the Association is authorized to execute such applications or other documents or instruments on behalf of the Unit Owners. In connection with the withdrawal and conveyance of the Withdrawable Property, the Declarant shall be entitled to all income received therefrom.

22.2.3 Completion. Declarant shall complete subsequent phases in accordance with the plans and specifications prepared from time to time by or for Declarant and as approved from time to time by governmental authorities having jurisdiction thereof. Completion of subsequent phases will be pursued by Declarant as expeditiously as reasonably possible, subject

to delays for reasons (including, but not limited to, financing availability, labor disputes, material shortages, and acts of God) reasonably beyond the control of Declarant. All improvements in subsequent phases shall be substantially completed before such phase is incorporated into the Condominium by amendment as provided above.

22.2.4 Allocated Interests. The Allocated Interests for Phase I are calculated with respect to the Units within Phase I. At such time as additional phases are made effective by the filing of an amendment to the Declaration, the Allocated Interests thereafter effective for all Units in Phase I and those added in each subsequent phase shall be reallocated as provided in Exhibit B attached hereto or in accordance with the formulas provided in Article 7.

22.2.5 Assessments Based on Allocated Interests for Phases. All Assessments for the various phases shall utilize and be based on the Allocated Interests stated for that phase until assessments the subsequent phase are commenced. Declarant or the Board shall, upon the commencement of Assessments for a subsequent phase, recompute the budget and Assessment schedule and impose the revised Assessments.

22.2.6 Easements for Phased Development.

(a) In addition to the general easements reserved by statute and by reference in other sections of this Declaration, there is reserved a non-exclusive easement in favor of Declarant (and Declarant's heirs, successors, assigns and purchasers) over and across the land in the Condominium (as that may be amended upon the addition of the Additional Property to the Condominium) for ingress and egress and over and across easements, roadways, and utility lines specified or established in and for completed phases, and the right to connect thereto is reserved.

(b) The easements reserved under this section shall entitle the Declarant (and Declarant's heirs, successors, assigns), for development of each successive phase of the Condominium, or for development and utilization of the lands to have been included in any phase if such lands are utilized for other purposes under the powers reserved to Declarant: to tie into water, sewer, storm sewer, electrical, gas, telephone or other utility lines of all varieties; to connect with roadways or utility systems developed and emplaced in the completed phases of the Condominium; and, to the extent as Owners and occupants within the Condominium, utilize any recreational facilities developed in completed phases of the Condominium.

(c) Declarant shall bear the cost of tie-ins to said utilities and roads and will not connect with said utilities in a manner that impairs or significantly reduces the quality of the utility service to the land or Units in the Condominium.

22.2.7 Liens Arising in Connection with Phases. At the time the amendment incorporating a subsequent phase into the Condominium is made, no lien arising in connection with the Declarant's ownership of, and construction of improvements upon, the subsequent phase land will adversely affect the rights of existing Unit Owners or the priority of first Mortgages on Units in the existing Condominium property. All taxes, assessments, mechanics liens, and other charges affecting a subsequent phase will be paid or otherwise satisfactorily provided for by the Declarant.

22.2.8 Limitation of Declarant's Rights. Declarant's Development Rights shall terminate on the earlier of fifteen (15) years after the date of recording this Declaration or upon the recording of an amendment to the Declaration executed by the Declarant specifying the Development Right Declarant no longer wishes to reserve the right to exercise.

22.2.9 Boundaries of Units and Limited Common Elements. Declarant shall have the right to establish, expand, contract or otherwise modify the boundaries of any Unit or Limited Common Element allocated to a Unit; provided, the prior consent will be required from the Owner of the Unit and the Owner of any other Unit that would be adversely affected in a material way.

22.3 Liability for Damage. The Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Condominium, of any portion of the Condominium damaged by the exercise of rights reserved by Declarant pursuant to or created by this Declaration or the Act.

22.4 Declarant's Easements. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Declaration.

ARTICLE 23 DISPUTE RESOLUTION

23.1 Policy - Mediation. The parties hope there will be no disputes arising out of their relationship. To that end, each commits to cooperate in good faith and to deal fairly in performing its duties under this Declaration in order to accomplish their mutual objectives and avoid disputes. But if a dispute arises, the parties agree to resolve all disputes by the following alternate dispute resolution process: (a) the parties will seek a fair and prompt negotiated resolution, but if this is not successful, (b) all disputes shall be resolved by binding arbitration, provided that during this process, (c) at the request of either party made not later than forty-five (45) days after the initial arbitration demand, the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date). The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

23.2 Binding Arbitration. Any claim between or among any party subject to this Declaration (including without limitation, the Declarant, Association Board or officers, Unit Owners, or their employees or agents) arising out of or relating to this Declaration, a Unit or Units, the Condominium or the Association shall be determined by Arbitration in the county in which the Condominium is located commenced in accordance with RCW 7.04.060; provided, that the total award by a single arbitrator (as opposed to a majority of the arbitrators) shall not exceed \$50,000, including interest, attorneys' fees and costs. If any party demands a total award greater than \$50,000, there shall be three (3) neutral arbitrators. If the parties cannot agree on the identity of the arbitrator(s) within ten (10) days of the arbitration demand, the arbitrator(s) shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or have similar professional credentials). Each arbitrator shall be an

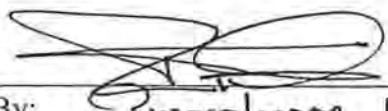
attorney with at least fifteen (15) years' experience in commercial or real estate law and shall reside in the county in which the Condominium is located. Whether a claim is covered by the Article shall be determined by the arbitrator(s). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder.

23.3 Hearing - Law - Appeal Limited. The arbitrator(s) shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days; and the arbitrator(s) written decision shall be made not later than fourteen (14) calendar days after the hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator(s) may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator(s) shall apply applicable substantive law. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgment may be entered in any court having jurisdiction thereof. The arbitrator(s) may award injunctive relief or any other remedy available from a judge, including without limitation joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy; but shall not have the power to award punitive or exemplary damages; or to award attorneys' fees and costs to the prevailing party. The decision and award of the arbitrator(s) need not be unanimous; rather, the decision and award of two (2) arbitrators shall be final. Provided, if at the time dispute resolution procedures are to commence hereunder, the law of Washington prohibits a waiver of judicial enforcement or prohibits binding arbitration, then the parties agree to otherwise fully comply with the provisions hereof, and agree that any party may seek judicial review of the Formal Decision.

23.4 Policy During Term of 2-10 Home Buyers Warranty for Owners of Lodge Suites and Time Share Interests. During the term in which the 2-10 Home Buyers Warranty ("2-10 HBW") provided by Declarant to Owners of Lodge Suites and Time Share Interests in Lodge Suite Units remains in effect, all claims, controversies or disputes related to the 2-10 HBW shall be settled by binding arbitration pursuant to and in accordance with the terms of the 2-10 HBW. Following the expiration of the 2-10 HBW, the remaining provisions of Article 23, Sections 23.1, 23.2 and 23.3 shall govern.

This Amended and Restated Declaration is executed by Declarant as of this 22nd day of May, 2017.

CANYON RIVER RANCH LLC, a
Washington limited liability company.


By: Richard Lunde [print name]
Its: MANAGER [print title]

CANYON RIVER RANCH HOMEOWNERS
ASSOCIATION



By: Russell L. Losh [print name]
Its: President [print title]

EXHIBIT A
(Legal Description of Property)

1. Description of Real Property included in Condominium:

THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

EXCEPT EASEMENT GRANTED BY THE HIGHWAY SERVICE CORPORATION OF THE STATE OF WASHINGTON, DATED JULY 21, 1931, FILED FOR RECORD SEPTEMBER 5, 1931, AND RECORDED IN BOOK 49 OF DEEDS, PAGE 540, GRANTING A RIGHT-OF-WAY OVER A STRIP OF LAND 100 FEET WIDE, BEING 50 FEET ON EACH SIDE OF CENTERLINE OF SAID ROAD AS SURVEYED OVER AND ACROSS SAID PREMISES;

EXCEPT A RIGHT-OF-WAY 400 FEET IN WIDTH RESERVED BY THE NORTHERN PACIFIC RAILWAY COMPANY OVER AND ACROSS A PORTION OF THE ABOVE—DESCRIBED PREMISES;

EXCEPT THE NORTH 200 FEET THEREOF.

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD.

2. Description of Additional Property, property that may be added to the Condominium:

THE NORTH 200 FEET OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

TOGETHER WITH THE SOUTH 25 FEET OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

EXCEPT EASEMENT GRANTED BY THE HIGHWAY SERVICE CORPORATION OF THE STATE OF WASHINGTON, DATED JULY 21, 1931, FILED FOR RECORD SEPTEMBER 5, 1931, AND RECORDED IN BOOK 49 OF DEEDS, PAGE 540, GRANTING A RIGHT-OF-WAY OVER A STRIP OF LAND 100 FEET WIDE, BEING 50 FEET ON EACH SIDE OF CENTERLINE OF SAID ROAD AS SURVEYED OVER AND ACROSS SAID PREMISES;

EXCEPT A RIGHT-OF-WAY 400 FEET IN WIDTH RESERVED BY THE NORTHERN PACIFIC RAILWAY COMPANY OVER AND ACROSS A PORTION OF THE ABOVE-DESCRIBED PREMISES:

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD.

3. Description of Withdrawable Property, property that may be withdrawn from the Condominium:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST, W.M., IN KITTITAS COUNTY, WASHINGTON LYING SOUTHWESTERLY OF THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY;

EXCEPT THE NORTH 200.00 FEET THEREOF;

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO;

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD.

4. Description of the Real Property to which any Development Right or Special Declarant Right applies:

See Paragraphs 1, 2 and 3 above.

5. Parking:

- a. Uncovered To be provided by amendment
- b. Covered To be provided by amendment
- c. Enclosed Six garages will be constructed in approximately the areas shown on the Survey Map and Plans. They have numbers corresponding to the Cabin Site Units to which they are assigned.

EXCEPT that portion of the real property described above that was removed pursuant to that certain Notice of Withdrawal recorded on June 29, 2011 under Kittitas County Auditor's File No. 201106290015, which real property is legally described as follows:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST, W.M., IN KITTITAS COUNTY, WASHINGTON LYING SOUTHWESTERLY OF THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY;

EXCEPT THE NORTH 200.00 FEET THEREOF;

TOGETHER WITH THAT PORTION LYING SOUTH OF THE YAKIMA RIVER AND NORTH OF THE NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY THEREOF;

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO;

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WAHSINGTON.

EXHIBIT B
(Unit Data; Allocated Interests)

Unit	Level	Data*	Unit	Allocated Interests	Votes (See ¶8.3.1)	Category A Expenses	Category B Expenses	Category C Expenses	Category D Expenses
Cabin Sites (20/31 = 64.516% / 20 = 3.2258%)									
Cabin Site 1	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 2	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 3	Ground	3 BR, 3B, 2F	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 4	Ground	1	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 5	Ground	3 BR, 3B, 2F	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 6	Ground	3 BR, 3B, 3F	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 7	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 8	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 9	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 10	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 11	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 12	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 13	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 14	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 15	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 16	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 17	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 18	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 19	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Cabin Site 20	Ground	1/	2,000	3.2258%	3.2258%	3.2258%		5%	
Lodge (10/31 = 32.2258% / 60 timeshares = 0.5371% per timeshare)									
Unit 10A-1	Ground	2BR, 1-1/2 B, 1F	875	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10A-2	Ground	2BR, 1-1/2 B, 1F	875	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10A-3	Ground	2BR, 1-1/2 B, 1F	875	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10A-4	Ground	2BR, 1-1/2 B, 1F	875	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10A-5	Ground	2BR, 1-1/2 B, 1F	875	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10A-6	Ground	2BR, 1-1/2 B, 1F	875	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10B-1	Ground	2BR, 1-1/2 B, 1F	878	0.5371%	0.5371%	0.5371%	1.6667%		

Unit	Level	Data*	Unit	Allocated Interests	Votes (See ¶8.3.1)	Category A Expenses	Category B Expenses	Category C Expenses	Category D Expenses
Unit 10B-2	Ground	2BR, 1-1/2 B, 1F	878	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10B-3	Ground	2BR, 1-1/2 B, 1F	878	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10B-4	Ground	2BR, 1-1/2 B, 1F	878	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10B-5	Ground	2BR, 1-1/2 B, 1F	878	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10B-6	Ground	2BR, 1-1/2 B, 1F	878	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10C-1	Ground	2BR, 1-1/2 B, 1F	882	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10C-2	Ground	2BR, 1-1/2 B, 1F	882	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10C-3	Ground	2BR, 1-1/2 B, 1F	882	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10C-4	Ground	2BR, 1-1/2 B, 1F	882	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10C-5	Ground	2BR, 1-1/2 B, 1F	882	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10C-6	Ground	2BR, 1-1/2 B, 1F	882	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10D-1	Ground	2BR, 1-1/2 B, 1F	852	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10D-2	Ground	2BR, 1-1/2 B, 1F	852	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10D-3	Ground	2BR, 1-1/2 B, 1F	852	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10D-4	Ground	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10D-5	Ground	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10D-6	Ground	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10E-1	Ground	2BR, 1-1/2 B, 1F	852	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10E-2	Ground	2BR, 1-1/2 B, 1F	852	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10E-3	Ground	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10E-4	Ground	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10E-5	Ground	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10E-6	Ground	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10F-1	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10F-2	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10F-3	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10F-4	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10F-5	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10F-6	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10G-1	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10G-2	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10G-3	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		

Unit	Level	Data*	Unit	Allocated Interests	Votes (See ¶8.3.1)	Category A Expenses	Category B Expenses	Category C Expenses	Category D Expenses
Unit 10G-4	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10G-5	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10G-6	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10H-1	2nd Floor	2BR, 1-1/2 B, 1F	798	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10H-2	2nd Floor	2BR, 1-1/2 B, 1F	798	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10H-3	2nd Floor	2BR, 1-1/2 B, 1F	798	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10H-4	2nd Floor	2BR, 1-1/2 B, 1F	798	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10H-5	2nd Floor	2BR, 1-1/2 B, 1F	798	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10H-6	2nd Floor	2BR, 1-1/2 B, 1F	798	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10I-1	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10I-2	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10I-3	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10I-4	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10I-5	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10I-6	2nd Floor	2BR, 1-1/2 B, 1F	795	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10J-1	2nd Floor	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10J-2	2nd Floor	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10J-3	2nd Floor	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10J-4	2nd Floor	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10J-5	2nd Floor	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Unit 10J-6	2nd Floor	2BR, 1-1/2 B, 1F	814	0.5371%	0.5371%	0.5371%	1.6667%		
Fly Shop (1/31 = 3.2258%)									
	Ground	Fly Shop/Grill	5,248	3.2258%	3.2258%	3.2258%			(100%)
Total				(100%)	(100%)	(100%)	(100%)	(100%)	(100%)

*Legend:

BR-Bedroom
B-Bathroom
F- Gas Fireplace

^{1/} To be furnished by amendment as Cabins are constructed

^{2/} Percentages rounded to equal 100%

EXHIBIT C
(Additional Timeshare Provisions)

1. **In General.** The following provisions shall apply to "Time Share Units" as hereinafter defined.
2. **Designation of Time Share Units.** Until all of Declarant's Development and Special Declarant Rights provided under Article 23 shall have terminated, Declarant shall have the right to designate in the Declaration (or amendments thereto) which Lodge Suites shall constitute a Time Share Unit ("Time Share Unit" or "TSU"). Following termination of such Declarant Rights, the Owner of a Lodge Suite shall likewise have the right to designate in the Declaration (or amendments thereto) that such Unit shall constitute a TSU.
3. **Subject to Declaration, etc.** Unless otherwise expressly provided herein, all TSU's shall be subject to all of the provisions of the Declaration, Association Articles and Bylaws, and Association Rules and Regulations.
4. **Time Share Amendments.** Notwithstanding any provision of the Declaration, Articles and Bylaws to the contrary, the approval of sixty-seven percent (67%) of the voting power of all TSUs shall be required for any amendment to the Declaration, Bylaws or Association Rules and Regulations, which amendment would either: delete or otherwise modify any right, privilege or protection specially accorded to the TSUs and the Owners thereof; or, impose any new duty or obligation against the TSUs and the Owners thereof (except for such duty or obligation imposed on all Units).
5. **Time Share Interest.** Each TSU shall consist of six (6), equal (one-sixth (1/6)), undivided tenants-in-common fee simple interests ("Time Share Interest" or "TSI") in such TSU (and such Unit's Allocated Interest in Association Common Expenses, votes and Common Elements). Each TSI in a TSU shall be identified as "1", "2", "3", "4", "5" or "6". Thus, each specific TSI in the Condominium shall be described and identified for all purposes (including without limitation conveying, encumbering, leasing or renting) as "Time Share Interest [1, 2, 3, 4, 5 or 6], Unit 10A [for example] of Canyon River Ranch Condominiums, according to the Declaration thereof, recorded under Recording No. 200706190005, records of Kittitas County, Washington".
6. **Right to Use.** The Owner of a TSI (or the guest, invitee, lessee or tenant of such Owner) shall have the exclusive right to occupy and use the TSU (or another Time Unit as provided herein) in accordance with and subject to and in compliance with the Rules and Regulations applicable to the TSIs and TSUs adopted by the Association. All TSI Owners will have equal access and opportunity to the use of a TSI Unit. It is anticipated that each TSI Owner will have eight (8) weeks or fifty-six (56) days of usage in each calendar year.

7. **Condition after Use.** Each TSI Owner shall be solely responsible, at such Owner's sole expense, to assure that (during and at the conclusion of a period of use) the TSU (and the contents thereof) used by such Owner remain in a clean, neat and sanitary condition.

8. **Share of Unit Expenses.**

a. Except as otherwise expressly provided herein, each TSI Owner shall be liable for promptly paying one-sixth of the Assessments levied by the Association against the TSU for each TSI owned and property taxes levied against the TSU (unless each TSI is assessed and taxed as a separate tax parcel).

b. Failure of a TSI Owner to promptly pay such Owner's obligation shall entitle the Association to exercise all of the rights, powers and remedies provided in the Declaration to the Association to collect Association Assessments, including: terminating use of the Unit by the delinquent Owner (and the guest, invitee, lessee or tenant of such Owner) during the delinquency; and, renting the Unit during the delinquent Owner's use period and applying rental proceeds to the delinquency.

c. Each TSI Owner be solely liable for full repayment of any cost, expense or obligation incurred as a result of the intentional misconduct or gross negligence of the Owner or guest, invitee, lessee or tenant of such Owner.

d. If the TSIs are assessed and taxed as separate tax parcels, each TSI Owner shall be solely liable for the full payment of all real estate taxes owed for such TSI.

e. No TSI Owner shall have the right to incur an expense or obligation on behalf of any other TSI Owner or to encumber any other TSI.

9. **Common Law Principals.** The undivided tenants in common interest of a TSI in the Unit shall not be subject to any right of partition, and the provisions of the Declaration shall control over any conflicting principals of common law applicable to tenancy in common interests.

10. **Right to Proceeds.** Each TSI Owner shall have the right to convey, lease, rent and mortgage the TSI so owned and be solely entitled to the income and proceeds thereof.

11. **Association Votes.** Each TSI Owner shall be entitled to vote one-sixth (1/6) of the Association votes allocated to the TSU, but the Association votes of such TSI may not be further divided.

12. **Unit Consent.** Unless otherwise expressly provided, any action (for which the Declaration or Washington Condominium Act requires the consent of a Unit Owner) shall require the consent of a majority of the TSIs in the TSU.

13. **Ownership of Multiple Interests.** One (1) Owner may own more than one TSI in one (1) or more TSUs, and such Owner shall be deemed a separate Owner for each TSI so owned.

EXHIBIT 5

CANYON RIVER RANCH, A CONDOMINIUM

IN THE NE1/4 OF THE SE1/4 OF SECTION 18 AND IN THE NW1/4 OF THE SW1/4 OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST OF THE W.M., KITTITAS COUNTY, WASHINGTON

LEGAL DESCRIPTION

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

EXCEPT EASEMENT GRANTED BY THE HIGHWAY SERVICE CORPORATION OF THE STATE OF WASHINGTON, DATED JULY 21, 1931, FILED FOR RECORD SEPTEMBER 5, 1931, AND RECORDED IN BOOK 49 OF DEEDS, PAGE 540, GRANTING A RIGHT-OF-WAY OVER A STRIP OF LAND 100 FEET WIDE, BEING 50 FEET ON EACH SIDE OF CENTERLINE OF SAID ROAD AS SURVEYED OVER AND ACROSS SAID PREMISES;

EXCEPT A RIGHT-OF-WAY 400 FEET IN WIDTH RESERVED BY THE NORTHERN PACIFIC RAILWAY COMPANY OVER AND ACROSS A PORTION OF THE ABOVE-DESCRIBED PREMISES;

EXCEPT THE NORTH 200 FEET THEREOF.

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OF RECORD.

PROPERTY THAT MAY BE WITHDRAWN FROM THE CONDOMINIUM

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST, W.M., IN KITTITAS COUNTY, WASHINGTON LYING SOUTHWESTERLY OF THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY;

EXCEPT THE NORTH 200.00 FEET THEREOF;

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO;

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OF RECORD;

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PROPERTY THAT MAY BE ADDED TO THE CONDOMINIUM

THE NORTH 200 FEET OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

TOGETHER WITH THE SOUTH 25 FEET OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

EXCEPT EASEMENT GRANTED BY THE HIGHWAY SERVICE CORPORATION OF THE STATE OF WASHINGTON, DATED JULY 21, 1931, FILED FOR RECORD SEPTEMBER 5, 1931, AND RECORDED IN BOOK 49 OF DEEDS, PAGE 540, GRANTING A RIGHT-OF-WAY OVER A STRIP OF LAND 100 FEET WIDE, BEING 50 FEET ON EACH SIDE OF CENTERLINE OF SAID ROAD AS SURVEYED OVER AND ACROSS SAID PREMISES;

EXCEPT A RIGHT-OF-WAY 400 FEET IN WIDTH RESERVED BY THE NORTHERN PACIFIC RAILWAY COMPANY OVER AND ACROSS A PORTION OF THE ABOVE-DESCRIBED PREMISES;

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OF RECORD.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS IN FEE SIMPLE, HEREBY DECLARE THIS SURVEY MAP AND THESE PLANS AND DEDICATE THE SAME FOR CONDOMINIUM PURPOSES. THE SURVEY MAP AND THESE PLANS AND ANY PORTION THEREOF SHALL BE RESTRICTED BY THE TERMS OF THE DECLARATION FOR CANYON RIVER RANCH, A CONDOMINIUM, DATED June 15, 2007 AND RECORDED UNDER KITTITAS COUNTY AUDITOR'S FEE NUMBER 200706190005.

THIS DEDICATION IS NOT FOR ANY PUBLIC PURPOSES BUT SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON CONDOMINIUM ACT (RCW CHAPTER 64.34) FOR A SURVEY MAP AND PLANS TO SUBMIT THE PROPERTY TO THE ACT AS PROVIDED IN THE DECLARATION FILED IN CONJUNCTION HERewith.

WE FURTHER CERTIFY THAT ALL STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF THE BUILDING CONTAINING OR COMPRISING ANY UNITS HEREBY CREATED ARE SUBSTANTIALLY COMPLETED.

CANYON RIVER RANCH, LLC

BY: [Signature]
RICHARD T. LEXER, IT'S MANAGER

BY: _____

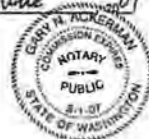
ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF MASON }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RICHARD T. LEXER MANAGER 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 MANAGER OF CANYON RIVER RANCH, LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 15th DAY OF June, 2007

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Seattle
(PRINT NAME) GARY N. ACKERMAN
MY COMMISSION EXPIRES Aug 1, 2007



STATE OF WASHINGTON }
COUNTY OF MASON }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT _____ SIGNED THIS INSTRUMENT, ON OATH STATED THAT _____ WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF _____ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
(PRINT NAME) _____
MY COMMISSION EXPIRES _____



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY MAP AND THESE PLANS FOR "CANYON RIVER RANCH, A CONDOMINIUM," ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL THE INFORMATION REQUIRED BY RCW 84.34.032 IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF UNITS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.

Thomas E. Battey
THOMAS E. BATTEY, REGISTERED PROFESSIONAL LAND SURVEYOR DATE 6-12-07
LICENSE NO. 30423

SURVEYOR'S VERIFICATION

THOMAS E. BATTEY, BEING FIRST ON OATH DULY SWORN, STATES THAT HE IS THE REGISTERED PROFESSIONAL LAND SURVEYOR SHOWING THE ABOVE CERTIFICATE. THAT HE HAS EXAMINED THESE PLANS AND SURVEY MAP, AND BELIEVES THE CERTIFICATE TO BE A TRUE STATEMENT.

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 12 DAY OF June, 2007

E. Farline Maysonet
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Port Orchard
(PRINT NAME) E. Farline Maysonet
MY COMMISSION EXPIRES 3-29-2010



AUDITOR'S CERTIFICATE

THE DECLARATION FOR "CANYON RIVER RANCH, A CONDOMINIUM" WAS RECORDED ON THE 19 DAY OF June, 2007, UNDER KITTITAS COUNTY AUDITOR'S FEE NO. 200706190004.

FILED FOR RECORD AT THE REQUEST OF Canyon River Ranch THIS 19 DAY OF June, A.D., 2007 AT 0 MINUTES PAST 11 A.M., AND RECORDED IN VOLUME 10 OF PLATS, PAGE 1534, RECORDS OF KITTITAS COUNTY, WASHINGTON.

AUDITOR'S FEE NO. 200706190004
[Signature]
AUDITOR OF KITTITAS COUNTY

BY: [Signature]
DEPUTY
FEE: \$ 98.00

SHEET 1 OF 5 SHEETS

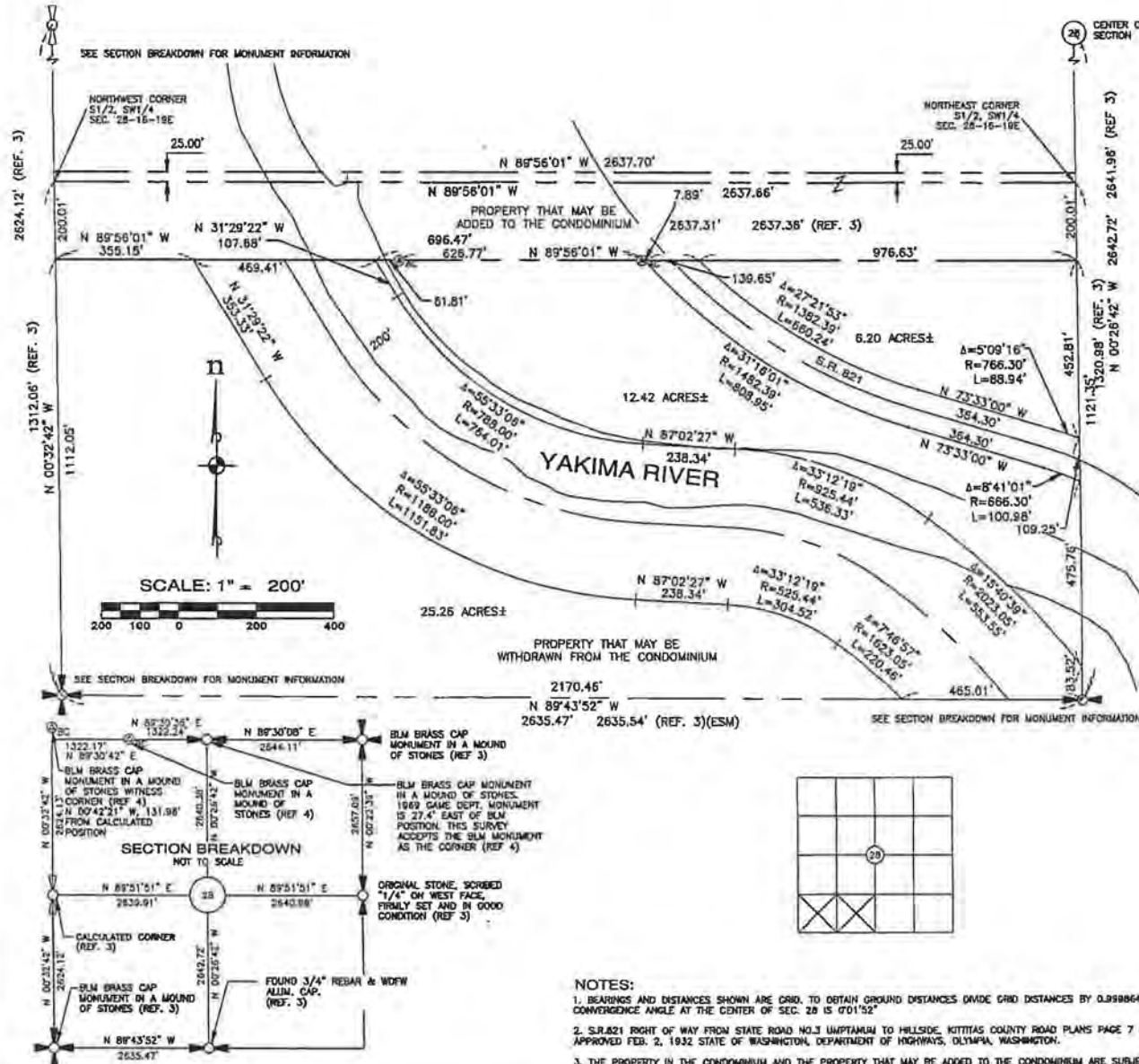
WestSound Engineering, Inc

217 S.W. Wilbur Drive Port Orchard, Wa. 98366
Phone (360) 876-3770 Fax (360) 876-9439
E-mail: info@westsoundengineering.com <http://www.westsoundengineering.com>

DRAWN	78	DATE	SEPT. 11, 2006	FIELD BOOK	20005
CHECKED	TEB	SCALE	AS SHOWN	JOB NUMBER	20005

CANYON RIVER RANCH, A CONDOMINIUM

IN A PORTION OF THE S1/2 OF THE SW1/4 OF
SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST OF THE W.M.,
KITITIS COUNTY, WASHINGTON



LEGEND

- QUARTER CORNER CALCULATED
- QUARTER CORNER FOUND
- SECTION CORNER FOUND
- FOUND BRASS CAP
- FOUND ALUMINUM CAP

BASIS OF BEARING:

WASHINGTON COORDINATE SYSTEM
NAD83(1984) SOUTH ZONE, FROM
MCS PUBLISHED CONTROL
STATIONS W-527 (PG 580828)
0138-1993 (PG 446021)

REFERENCES:

1. BLM PLAT 16-19-D, DATED 3/6/2000
2. UNRECORDED 1980 SURVEY BY THE DEPT.
OF GAME LABELED "UNITARIUM YAKIMA RIVER"
3. RECORD OF SURVEY KITITIS COUNTY BOOK
31, PAGE 175
4. RECORD OF SURVEY KITITIS COUNTY BOOK
32, PAGE 156



DATE: 8-1-07

SHEET 2 OF 5 SHEETS

WestSound Engineering, Inc

217 S.W. Wilbur Drive
Phone (509) 875-9770 Fax (509) 875-9499
Email: westsound@westsoundeng.com http://www.westsoundeng.com

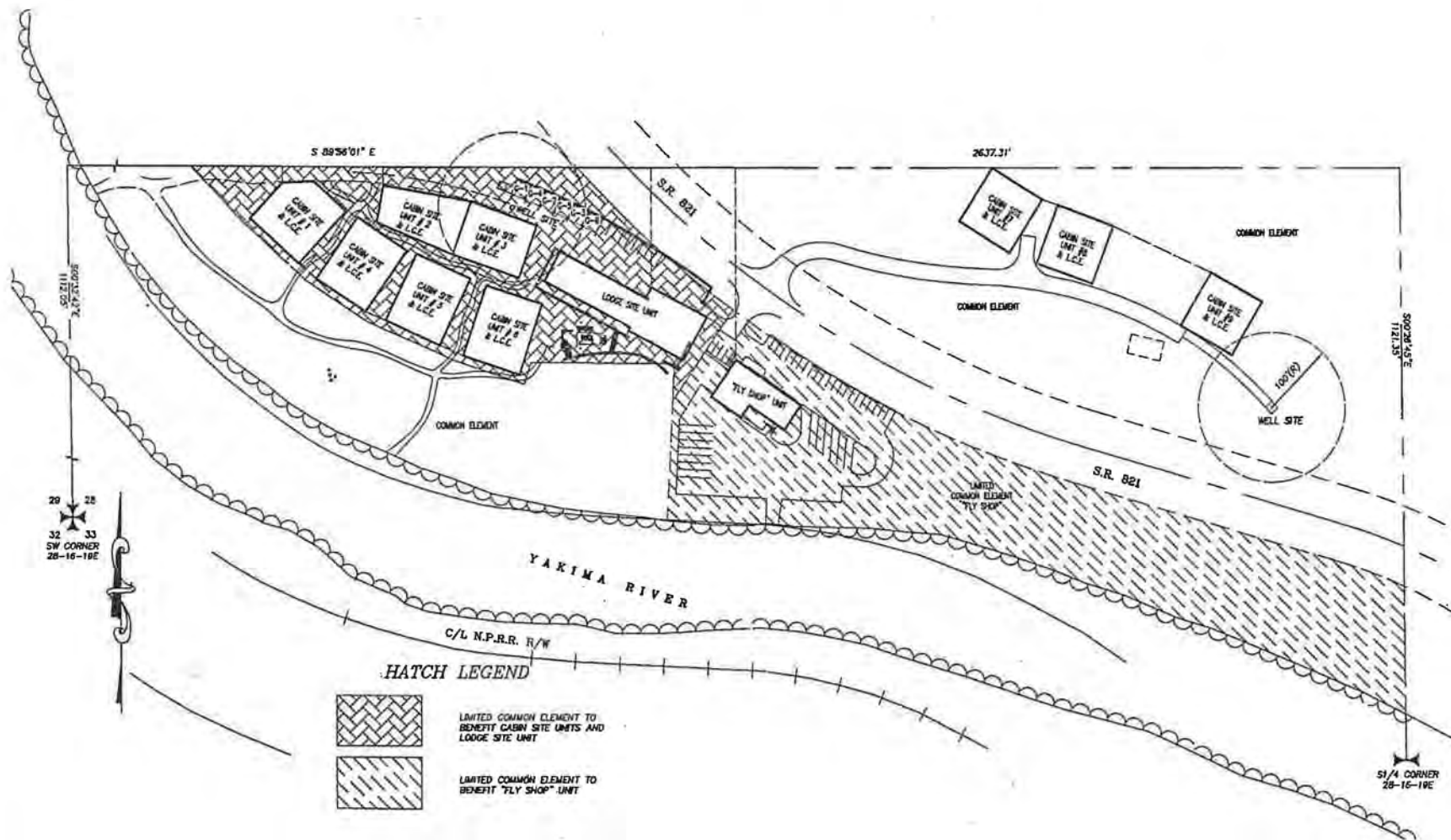
DRAWN	DATE	FIELD BOOK
TEB	SEPT. 5, 2006	20005
CHECKED	SCALE	JOB NUMBER
TEB	1" = 200'	20005

NOTES:

1. BEARINGS AND DISTANCES SHOWN ARE GRID. TO OBTAIN GROUND DISTANCES DIVIDE GRID DISTANCES BY 0.99986437 THE CONVERGENCE ANGLE AT THE CENTER OF SEC. 28 IS 0°01'52"
2. S.R. 21 RIGHT OF WAY FROM STATE ROAD NO. 3 UPTURN TO HILLSIDE, KITITIS COUNTY ROAD PLANS PAGE 7 OF 23, APPROVED FEB. 2, 1932 STATE OF WASHINGTON, DEPARTMENT OF HIGHWAYS, OLYMPIA, WASHINGTON.
3. THE PROPERTY IN THE CONDOMINIUM AND THE PROPERTY THAT MAY BE ADDED TO THE CONDOMINIUM ARE SUBJECT TO THE DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.

CANYON RIVER RANCH, A CONDOMINIUM

IN A PORTION OF THE S1/2 OF THE SW1/4 OF
SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST OF THE W.M.,
KITITAS COUNTY, WASHINGTON



UNIT VERTICAL BOUNDARIES

CABIN SITE UNITS 1-6 : 1307' TO 1362'
CABIN SITE UNIT 7 : 1359' TO 1414'
CABIN SITE UNIT 8 : 1371' TO 1426'
CABIN SITE UNIT 9 : 1371' TO 1426'
LODGE SITE UNIT : 1312' TO 1367'
"FLY SHOP" UNIT : 1299' TO 1365'



DATE: 5-21-2007

SHEET 3 OF 5 SHEETS

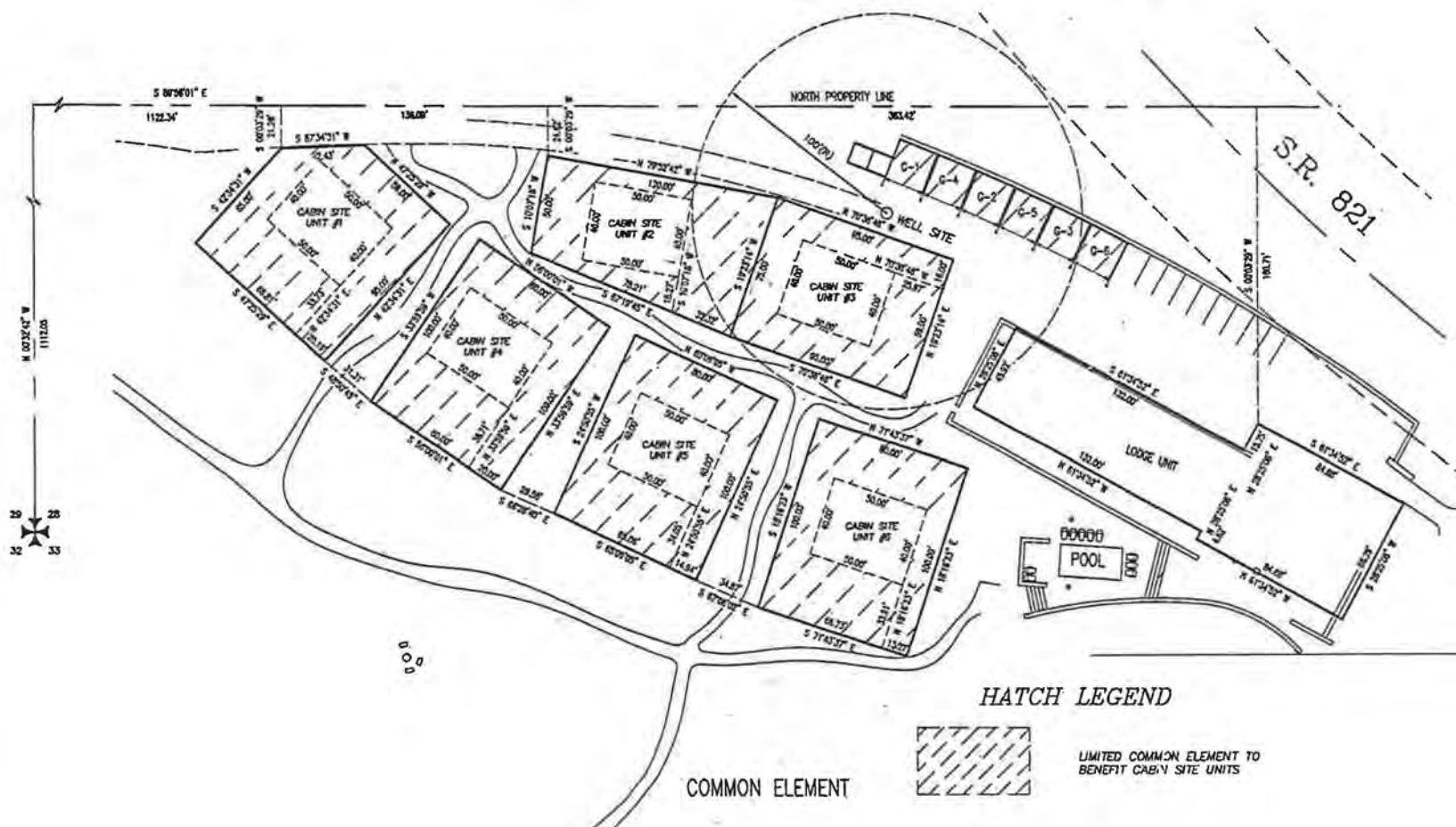
WestSound Engineering, Inc.

217 S.W. Millers Drive Fort Orchard, Wa. 98308
Phone (360) 876-3770 Fax (360) 876-0438
E-mail: info@westsoundeng.com <http://www.westsoundeng.com>

DRAWN	TEB	DATE	SEPT. 5, 2006	FIELD BOOK	20005
CHECKED	TEB	SCALE	1" = 100'	JOB NUMBER	20005

CANYON RIVER RANCH, A CONDOMINIUM

IN A PORTION OF THE S1/2 OF THE SW1/4 OF
SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST OF THE W.M.,
KITITAS COUNTY, WASHINGTON



DATE: 5-21-07

SHEET 4 OF 5 SHEETS

WestSound Engineering, Inc.

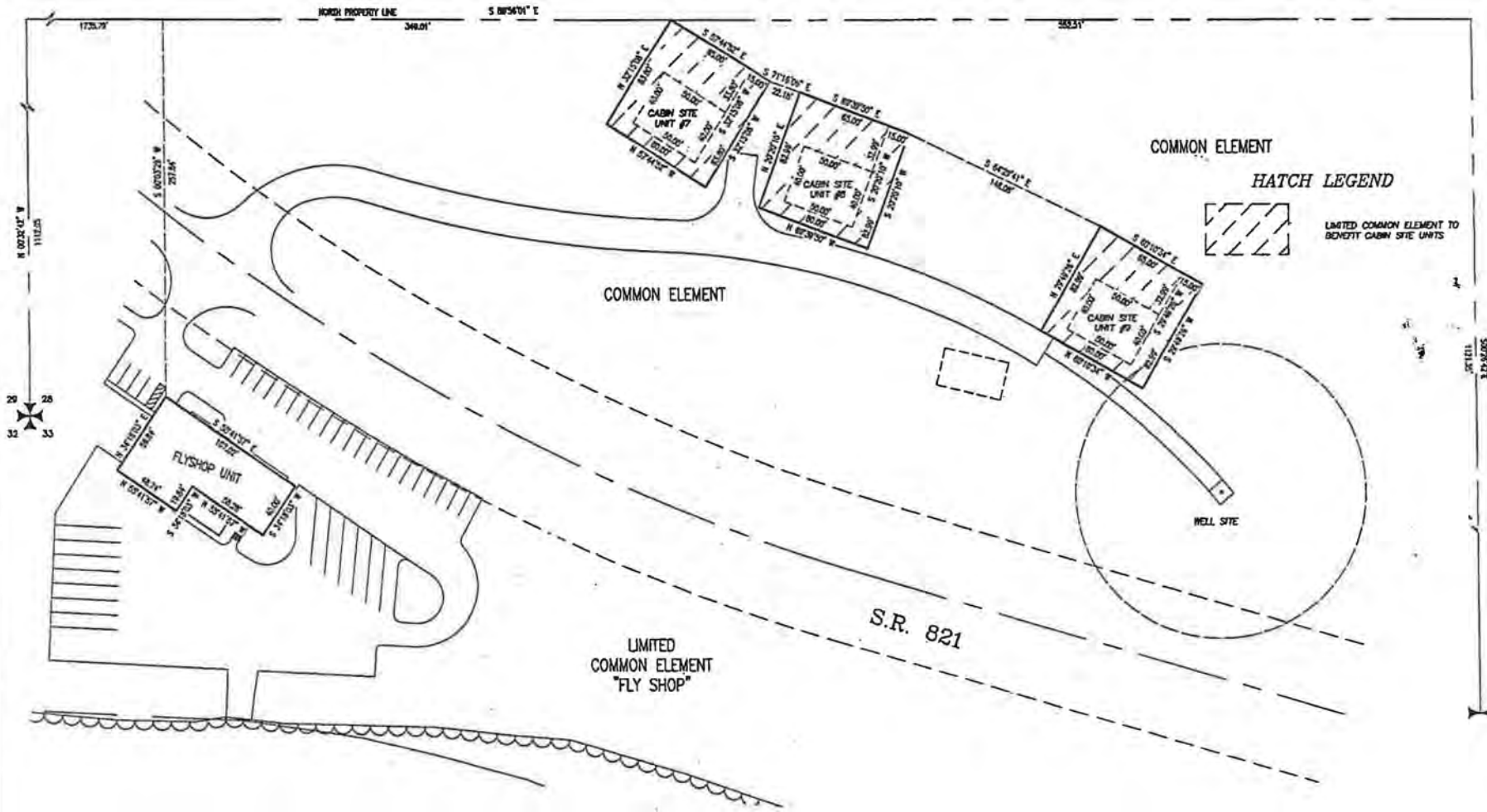
217 S.W. Millway Drive Port Orchard, WA 98366
Phone (360) 678-3770 Fax (360) 678-0438
E-mail: westsound@westsoundeng.com http://www.westsoundeng.com

DRAWN	TEB	DATE	SEPT. 5, 2006	FIELD BOOK	20005
CHECKED	TEB	SCALE	1" = 40'	JOB NUMBER	20005

200706190004
 10-23

CANYON RIVER RANCH, A CONDOMINIUM

IN A PORTION OF THE S1/2 OF THE SW1/4 OF
 SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST OF THE W.M.,
 KITTITAS COUNTY, WASHINGTON



COMMON ELEMENT
 HATCH LEGEND
 LIMITED COMMON ELEMENT TO
 BENEFIT CABIN SITE UNITS



DATE: 5/12/2007

SHEET 5 OF 5 SHEETS

WestSound Engineering, Inc
 217 S.R. Williams Drive
 Phone (360) 576-3770 Fax (360) 576-3439
 E-mail: westsound@westsoundeng.com <http://www.westsoundeng.com>

DRAWN	78	DATE	SEPT. 5, 2006	FIELD BOOK	20005
CHECKED	TEB	SCALE	1" = 50'	JOB NUMBER	20005

AMENDMENT NO. 1 CANYON RIVER RANCH, A CONDOMINIUM

IN THE S1/2 OF THE SW1/4 OF SECTION 28
TOWNSHIP 16 NORTH, RANGE 19 EAST OF THE W.M.,
KITITAS COUNTY, WASHINGTON

01/23/2008 04:33:38 PM V: 11 P: 99 200801230016
Page 1 of 2
KITITAS COUNTY AUDITOR

LEGAL DESCRIPTION

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITITAS COUNTY, WASHINGTON.

EXCEPT EASEMENT GRANTED BY THE HIGHWAY SERVICE CORPORATION OF THE STATE OF WASHINGTON, DATED JULY 21, 1931, FILED FOR RECORD SEPTEMBER 5, 1931, AND RECORDED IN BOOK 49 OF DEEDS, PAGE 540, GRANTING A RIGHT-OF-WAY OVER A STRIP OF LAND 100 FEET WIDE, BEING 50 FEET ON EACH SIDE OF CENTERLINE OF SAID ROAD AS SURVEYED OVER AND ACROSS SAID PREMISES;

EXCEPT A RIGHT-OF-WAY 400 FEET IN WIDTH RESERVED BY THE NORTHERN PACIFIC RAILWAY COMPANY OVER AND ACROSS A PORTION OF THE ABOVE-DESCRIBED PREMISES;

EXCEPT THE NORTH 200 FEET THEREOF.

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD.

AMENDMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED SUCCESSOR DECLARANT HEREBY SUBMITS THIS AMENDMENT NO. 1 CANYON RIVER RANCH, A CONDOMINIUM, IN ORDER TO CORRECT THE POSITION AND EXTERIOR DIMENSIONS OF THE LOOSE UNIT AS SHOWN ON THE SURVEY AND PLANS FOR CANYON RIVER RANCH, A CONDOMINIUM, RECORDED UNDER KITITAS COUNTY AUDITOR'S FEE NUMBER 200706190004. THIS SURVEY MAP AND THESE PLANS AND ANY PORTION THEREOF SHALL BE RESTRICTED BY THE TERMS OF THE DECLARATION FOR CANYON RIVER RANCH, A CONDOMINIUM, RECORDED UNDER KITITAS COUNTY AUDITOR'S FEE NUMBER 200706190004, AND ANY AMENDMENTS THERETO.

CANYON RIVER LOOSE LLC


BY: 
RICHARD T. LEISER, IT'S MANAGER

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KING }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RICHARD T. LEISER 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 MANAGER OF CANYON RIVER LOOSE LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 22ND DAY OF JANUARY, 2008


NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Port Orchard, WA
(PRINT NAME) Kellie Gonsky
MY COMMISSION EXPIRES 11/24/2011



SURVEYOR'S CERTIFICATE

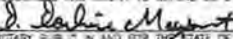
I HEREBY CERTIFY THAT THIS SURVEY MAP AND THESE PLANS FOR "AMENDMENT NO. 1 CANYON RIVER RANCH, A CONDOMINIUM," ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL THE INFORMATION REQUIRED BY RCW 64.34.232 IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE LOOSE UNIT ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.


THOMAS E. BATTEY, REGISTERED PROFESSIONAL LAND SURVEYOR DATE 1-7-08
LICENSE NO. 30425

SURVEYOR'S VERIFICATION

THOMAS E. BATTEY, BEING FIRST ON OATH DULY SWORN, STATES THAT HE IS THE REGISTERED PROFESSIONAL LAND SURVEYOR SIGNING THE ABOVE CERTIFICATE, THAT HE HAS EXAMINED THESE PLANS AND SURVEY MAP, AND BELIEVES THE CERTIFICATE TO BE A TRUE STATEMENT.

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 7 DAY OF JANUARY 2008.

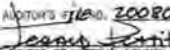

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Port Orchard, WA
(PRINT NAME) E. Earline Maysonet
MY COMMISSION EXPIRES 2-29-10



AUDITOR'S CERTIFICATE

THE DECLARATION FOR AMENDMENT NO. 1 CANYON RIVER RANCH, A CONDOMINIUM WAS RECORDED ON THE 23 DAY OF JANUARY, 2008 UNDER KITITAS COUNTY AUDITOR'S FEE NO. 200801230016 FILE

FILED FOR RECORD AT THE REQUEST OF AMERITITLE THIS 23 DAY OF JANUARY A.D., 2008 AT 83 MINUTES PAST 4:00 P.M. AND RECORDED IN VOLUME 11 OF PLATS, PAGE 99:101 RECORDS OF KITITAS COUNTY, WASHINGTON.

AUDITOR'S SEAL: 200801230016

JOSEPH J. SMITH
REGISTER OF KITITAS COUNTY

FEES: \$ 189.00

SHEET 1 OF 3

 **WestSound Engineering, Inc.**

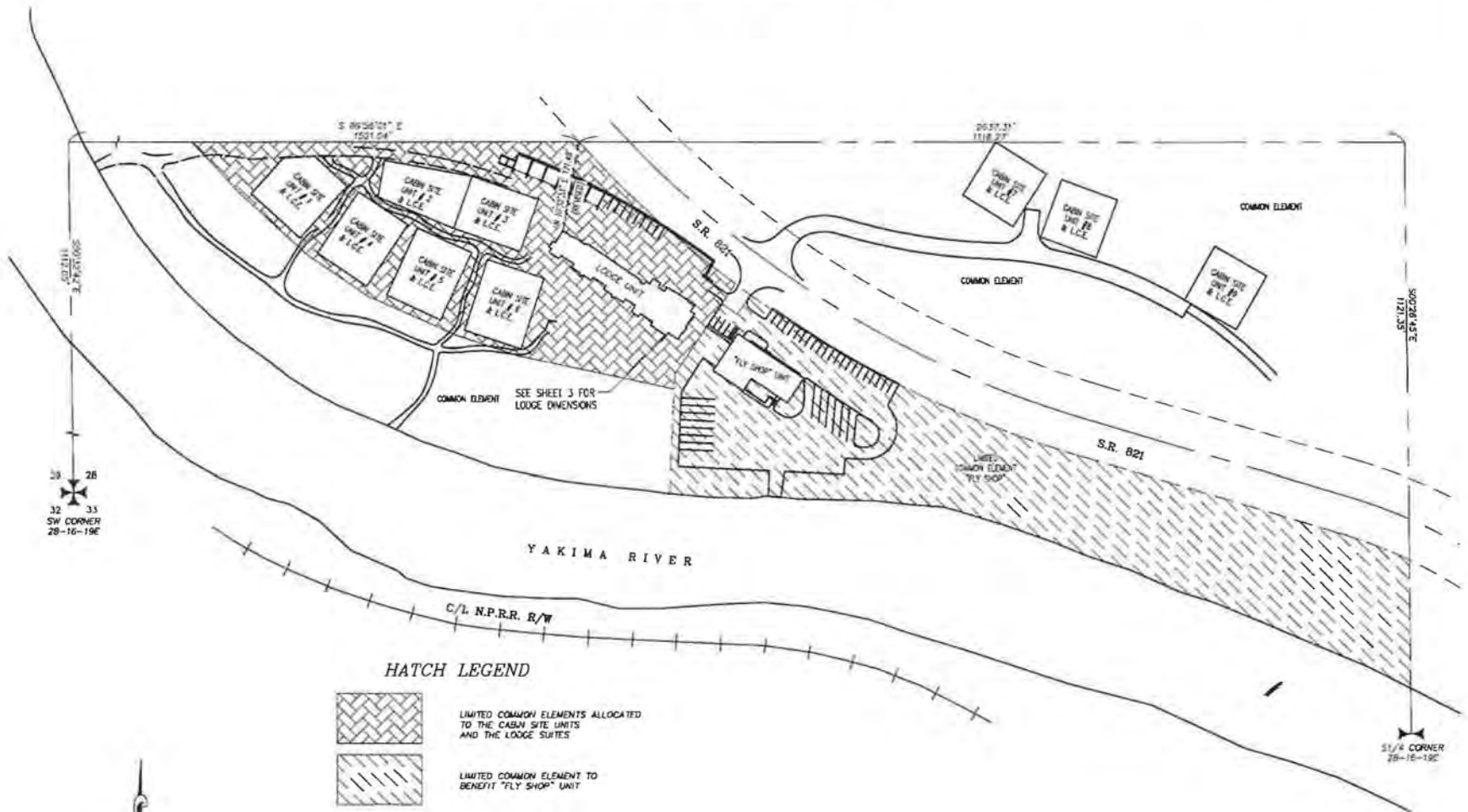
217 S.W. Wilkins Drive Port Orchard, WA 98366
Phone (360) 876-3770 Fax (360) 876-0439
Email: ws@wsengineering.com <http://www.wsengineering.com>

DRAWN	DATE	DRAWING
WJ	01/02/2008	LodgeExit_SHT1&2.dwg
CHECKED	FIELD BOOK	JOB NUMBER
TEB	20005	20005

AMENDMENT NO. 1 CANYON RIVER RANCH, A CONDOMINIUM

IN THE S1/2 OF THE SW1/4 OF SECTION 28
TOWNSHIP 16 NORTH, RANGE 19 EAST OF THE W.M.,
KITITAS COUNTY, WASHINGTON

01/23/2008 04:33:38 PM V: 11 P: 100 200801230016
Page 2 of 3
Kittitas County Auditor



HATCH LEGEND



LIMITED COMMON ELEMENTS ALLOCATED
TO THE CANYON SITE UNITS
AND THE LODGE SUITES

LIMITED COMMON ELEMENT TO
BENEFIT "FLY SHOP" UNIT

UNIT VERTICAL BOUNDARIES
LODGE SITE UNIT 1312' TO 1367'



WestSound Engineering, Inc

217 S.W. Wilkins Drive
Phone (360) 876-3770
Email: westsound@westsoundeng.com

Port Orchard, Wa 98366
Fax (360) 876-9439
http://www.westsoundeng.com

DRAWN	DATE	DRAWING
WJL	01/02/2008	LodgeExbt SHT1&2.dwg
CHECKED	FIELD BOOK	JOB NUMBER
TEB	20005	20005

SHEET 2 OF 3

AMENDMENT NO. 2 CANYON RIVER RANCH, A CONDOMINIUM

IN THE S1/2 OF THE SW1/4 OF SECTION 28
TOWNSHIP 16 NORTH, RANGE 19 EAST OF THE W.M.,
KITITAS COUNTY, WASHINGTON

07/06/2009 04:13:25 PM V: 11 P: 216 20000700042
Page 1 of 4
Kittitas County Auditor
I HEREBY CERTIFY THAT THIS SURVEY MAP AND THESE PLANS FOR "AMENDMENT NO. 2 CANYON RIVER RANCH, A CONDOMINIUM" ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL THE INFORMATION REQUIRED BY RCW 64.34.032 IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE LODGE UNIT ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.

LEGAL DESCRIPTION

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITITAS COUNTY, WASHINGTON.

EXCEPT EASEMENT GRANTED BY THE HIGHWAY SERVICE CORPORATION OF THE STATE OF WASHINGTON, DATED JULY 21, 1931, FILED FOR RECORD SEPTEMBER 5, 1931, AND RECORDED IN BOOK 49 OF DEEDS, PAGE 540, GRANTING A RIGHT-OF-WAY OVER A STRIP OF LAND 100 FEET WIDE, BEING 50 FEET ON EACH SIDE OF CENTERLINE OF SAID ROAD AS SURVEYED OVER AND ACROSS SAID PREMISES;

EXCEPT A RIGHT-OF-WAY 400 FEET IN WIDTH RESERVED BY THE NORTHERN PACIFIC RAILWAY COMPANY OVER AND ACROSS A PORTION OF THE ABOVE-DESCRIBED PREMISES;

EXCEPT THE NORTH 200 FEET THEREOF.

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD.



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CANYON RIVER LODGE LLC IN JUNE, 2009.

I HEREBY CERTIFY THAT THIS SURVEY MAP AND THESE PLANS FOR "AMENDMENT NO. 2 CANYON RIVER RANCH, A CONDOMINIUM" ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL THE INFORMATION REQUIRED BY RCW 64.34.032 IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE LODGE UNIT ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.

THOMAS E. BATTEY, REGISTERED PROFESSIONAL LAND SURVEYOR DATE 6/24/2009
LICENSE NO. 30425

SURVEYOR'S VERIFICATION

THOMAS E. BATTEY, BEING FIRST ON OATH DULY SWORN, STATES THAT HE IS THE REGISTERED PROFESSIONAL LAND SURVEYOR SIGNING THE ABOVE CERTIFICATE, THAT HE HAS EXAMINED THESE PLANS AND SURVEY MAP, AND BELIEVES THE CERTIFICATE TO BE A TRUE STATEMENT.

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY OF 20.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT

(PRINT NAME)

MY COMMISSION EXPIRES

AMENDMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED SUCCESSOR DECLARANT HEREBY SUBMITS THIS AMENDMENT NO. 2 CANYON RIVER RANCH, A CONDOMINIUM, IN ORDER TO CORRECT THE POSITION AND EXTERIOR DIMENSIONS OF THE LODGE UNIT AND ADD INTERIOR UNITS TO THE LODGE AS SHOWN ON THE SURVEY AND PLANS FOR CANYON RIVER RANCH, A CONDOMINIUM, RECORDED UNDER KITITAS COUNTY AUDITOR'S FILE NUMBER 200706190004. THIS SURVEY MAP AND THESE PLANS AND ANY PORTION THEREOF SHALL BE RESTRICTED BY THE TERMS OF THE DECLARATION FOR CANYON RIVER RANCH, A CONDOMINIUM, RECORDED UNDER KITITAS COUNTY AUDITOR'S FILE NUMBER 200706190004, AND ANY AMENDMENTS THERETO.

CANYON RIVER LODGE LLC

BY:
RICHARD T. LEIDER, ITS MANAGER

ACKNOWLEDGMENT

STATE OF WASHINGTON } SS
COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RICHARD T. LEIDER 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 MANAGER OF CANYON RIVER LODGE LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 1st DAY OF July, 2009

GARY P. ASHERMAN
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Seattle
(PRINT NAME) Gary P. Asherman
MY COMMISSION EXPIRES Aug 1, 2011



AUDITOR'S CERTIFICATE

THE DECLARATION FOR AMENDMENT NO. 2 CANYON RIVER RANCH, A CONDOMINIUM WAS RECORDED ON THE 8 DAY OF July, 2009 UNDER KITITAS COUNTY AUDITOR'S FILE NO. 200907060042

FILED FOR RECORD AT THE REQUEST OF ME 2 Canyon River Lodge LLC 8 DAY OF July A.D. 2009 AT 10:13 MINUTES PAST 4:00 P.M. AND RECORDED IN VOLUME 11 OF PLATS, PAGE 216, RECORDS OF KITITAS COUNTY, WASHINGTON.

AUDITOR'S FEE NO.
AUDITOR OF KITITAS COUNTY

DEPUTY
FEE: \$ 100.00

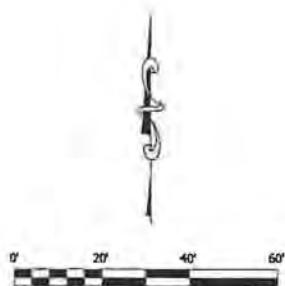
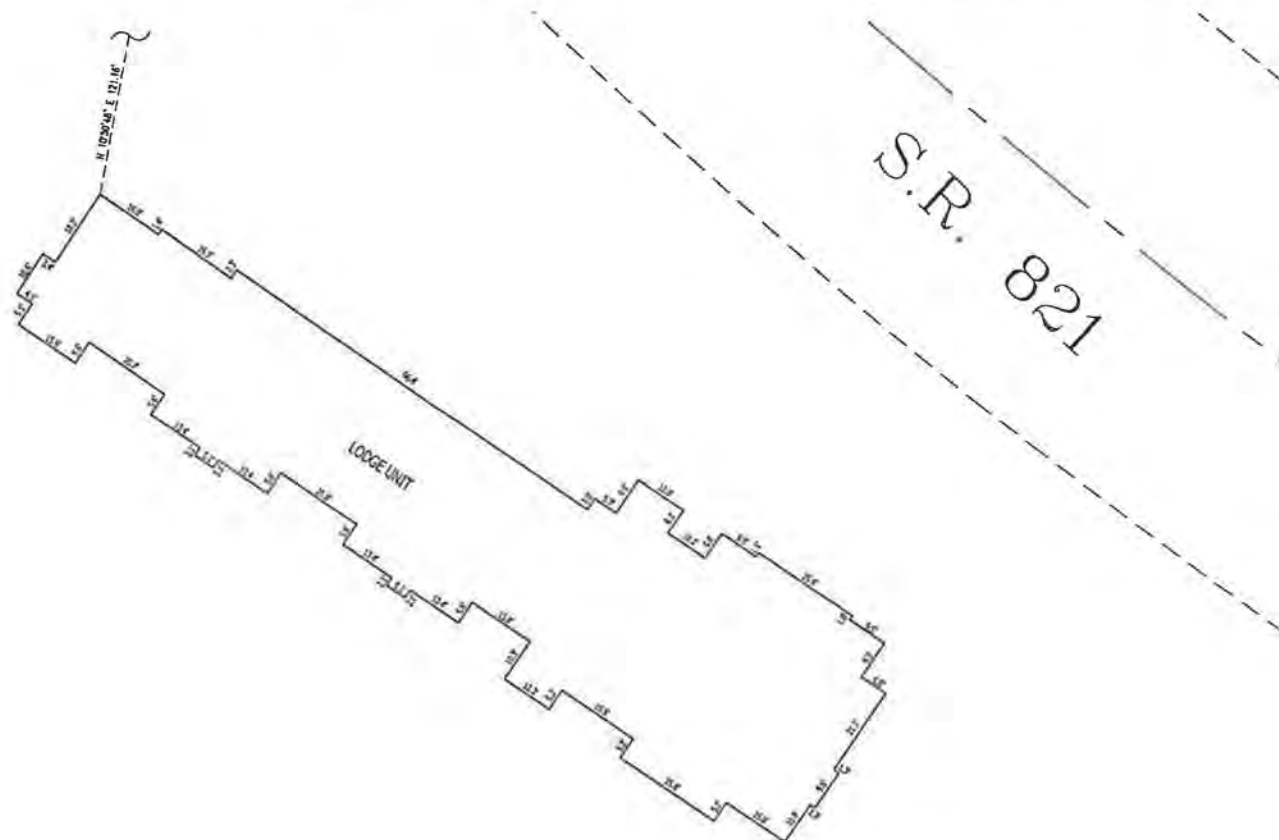
SHEET 1 OF 4

 WestSound Engineering, Inc. 217 S.W. Wilkins Drive Port Orchard, Wa. 98366 Phone (360) 876-3770 Fax (360) 876-0439 E-mail: wse@wseengineering.com http://www.wseengineering.com		
DRAWN	DATE	DRAWING
TJB	06/16/2009	AMENDMENT2.DWG
CHECKED	FIELD BOOK	JOB NUMBER
TJB	20005	20005

AMENDMENT NO. 2 CANYON RIVER RANCH, A CONDOMINIUM

IN THE S1/2 OF THE SW1/4 OF SECTION 28
TOWNSHIP 16 NORTH, RANGE 19 EAST OF THE W.M.,
KITITAS COUNTY, WASHINGTON

07/08/2009 04:13:28 PM V: 11 P: 218 200907080042
Page 3 of 4
Kittitas County Auditor
[ALREADY A PART OF THIS MAP UNDER THE PREVIOUS PLAT BY THE SAME ENGINEER]



SHEET 3 OF 4

WSE WestSound Engineering, Inc

217 S.W. Wilkins Drive Port Orchard, Wa. 98366
Phone (360) 876-3770 Fax (360) 876-0439
E-mail: wse@wseengineering.com <http://www.wseengineering.com>



200907080042
Recorded on July 8 2009 at
4:13 PM in Book 11 of PLATS
AT PAGE 218

Thomas E. Ryan
Kittitas County Auditor

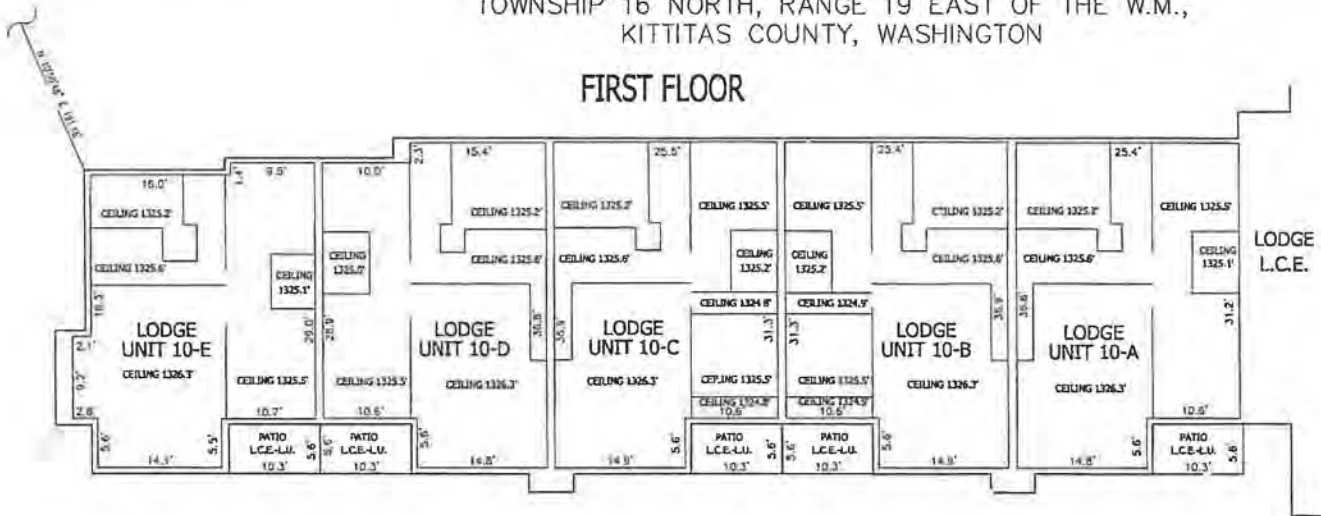
DRAWN	DATE	DRAWING
TJB	01/02/2008	AMENDMENT2.DWG
CHECKED	FIELD BOOK	X06 NUMBER
TEB	20005	20005

AMENDMENT NO. 2 CANYON RIVER RANCH, A CONDOMINIUM

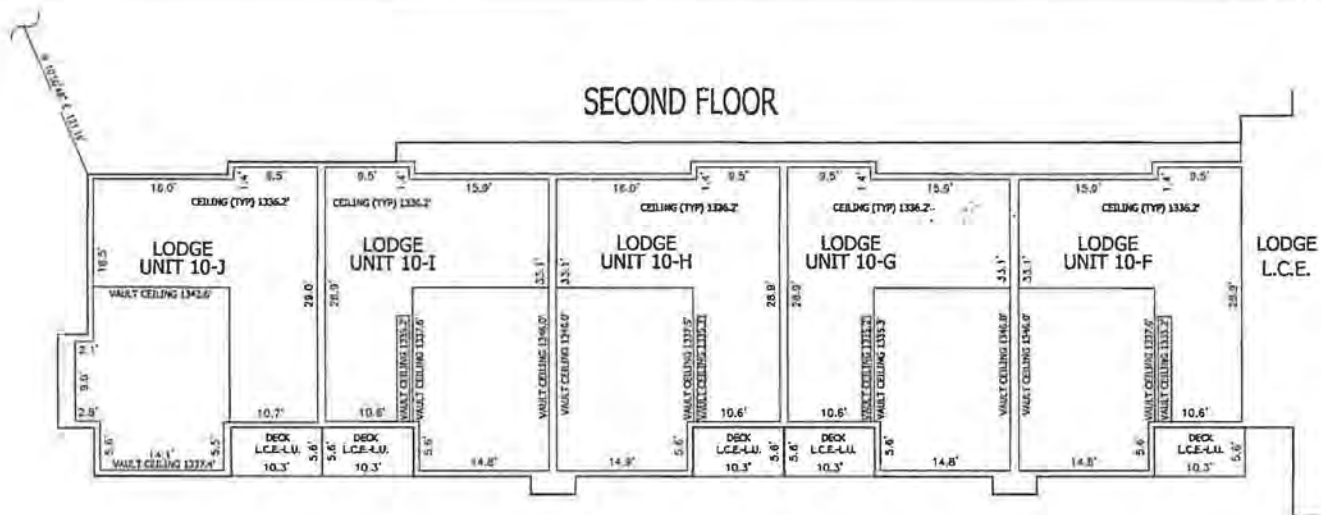
IN THE S1/2 OF THE SW1/4 OF SECTION 28
TOWNSHIP 16 NORTH, RANGE 19 EAST OF THE W.M.,
KITITAS COUNTY, WASHINGTON

07/28/2009 04:13:28 PM V: 11 P: 219 200907080042
2106-00
Kittitas County Auditor
Page 4 of 4
DRAWN TO SCALE 1"=10'-0" (SEE PLANS FOR DIMENSIONS AND AREA) FOR THIS PLAN

FIRST FLOOR



SECOND FLOOR



LODGE UNIT	FLOOR	SQUARE
10-A	107.2	875 ±
10-B	107.2	875 ±
10-C	107.2	875 ±
10-D	107.2	875 ±
10-E	107.2	875 ±
10-F	107.2	875 ±
10-G	107.2	875 ±
10-H	107.2	875 ±
10-I	107.2	875 ±
10-J	107.2	875 ±

200907080042
Recorded on July 8, 2009 @ 4:13 PM
IN BOOK 11 OF PLATS AT MJC 219
JEROME POTTER
Kittitas Co Auditor
Assistant
Records Deputy

LEGEND

L.C.E. LIMITED COMMON ELEMENT ALLOCATED TO THE CABIN SITE UNITS AND THE LODGE UNITS
L.C.E.-L.U. LIMITED COMMON ELEMENT TO BENEFIT LODGE UNITS

GENERAL NOTES

- DIMENSIONS ARE SHOWN TO THE NEAREST 0.1'
- UNIT DIMENSIONS ARE TO THE EXTERIOR SURFACE OF SHEETROCK
- FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FINISHED FLOORING
- CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE FINISHED CEILING

VERTICAL DATUM
NGS DESIGNATION E 528
NGVD29
FOUND 5/8" ROD IN CASE
ELEV. 1322.90'



WestSound Engineering, Inc.

217 S.W. Wilkins Drive
Phone (360) 876-3770
E-mail: wse@wseengineering.com
Parl Orchard, Wa. 98366
Fax (360) 876-0439
http://www.wseengineering.com

DRAWN	DATE	DRAWING
TJB	01/02/2008	AMENDMENT 2.DWG
CHECKED	FIELD BOOK	JOB NUMBER
TEB	20005	20005

12.24

06/29/2011 12:06:54 PM V: 12 P: 29 20106290019
 3129.00
 Commission STATE TITLE Page 1 of 2
 Alameda County Auditor
 I hereby certify that the above is a true and correct copy of the original.

WSE WestSound Engineering, Inc.

217 S.W. Wilkins Drive
 Phone: (360) 876-3770
 E-mail: west@wseengineering.com

Port Orchard, Wa. 98366
 Fax: (360) 876-0439
<http://www.wseengineering.com>

DRAWN TJB	DATE 06/08/2011	DRAWING Condo Amend 3.dwg
CHECKED TJB	FIELD BOOK 20005	JOB NUMBER 20005

AMENDMENT NO. 5 CANYON RIVER RANCH, A CONDOMINIUM

IN THE SW 1/4 OF SECTION 28, TOWNSHIP 16 NORTH., RANGE 19
EAST OF THE W.M. KITTITAS COUNTY, WASHINGTON

07/27/2015 09:25:28 AM V: 12 P: 135 201507270008
Kittitas County Auditor
Page 1 of 2

LEGAL DESCRIPTION:

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

EXCEPT EASEMENT GRANTED BY THE HIGHWAY SERVICE CORPORATION OF THE STATE OF WASHINGTON, DATED JULY 21, 1931, FILED FOR RECORD SEPTEMBER 5, 1931, AND RECORDED IN BOOK 49 OF DEEDS, PAGE 540, GRANTING A RIGHT-OF-WAY OVER A STRIP OF LAND 100 FEET WIDE, BEING 50 FEET ON EACH SIDE OF CENTERLINE OF SAID ROAD AS SURVEYED OVER AND ACROSS SAID PREMISES;

EXCEPT A RIGHT-OF-WAY 400 FEET IN WIDTH RESERVED BY THE NORTHERN PACIFIC RAILWAY COMPANY OVER AND ACROSS A PORTION OF THE ABOVE-DESCRIBED PREMISES;

EXCEPT THE NORTH 200 FEET THEREOF.

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD.

PROPERTY WITHDRAWN FROM THE CONDOMINIUM:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST, W.M., IN KITTITAS COUNTY, WASHINGTON LYING SOUTHWESTERLY OF THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY;

EXCEPT THE NORTH 200.00 FEET THEREOF;

TOGETHER WITH PORTION LYING SOUTH OF THE YAKIMA RIVER AND NORTH OF THE NORTHERN PACIFIC RAILWAY RIGHT OF WAY THEREOF.

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO;

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD;

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PROPERTY ADDED TO THE CONDOMINIUM:

THE NORTH 200 FEET OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

TOGETHER WITH THE SOUTH 25 FEET OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

EXCEPT EASEMENT GRANTED BY THE HIGHWAY SERVICE CORPORATION OF THE STATE OF WASHINGTON, DATED JULY 21, 1931, FILED FOR RECORD SEPTEMBER 5, 1931, AND RECORDED IN BOOK 49 OF DEEDS, PAGE 540, GRANTING A RIGHT-OF-WAY OVER A STRIP OF LAND 100 FEET WIDE, BEING 50 FEET ON EACH SIDE OF CENTERLINE OF SAID ROAD AS SURVEYED OVER AND ACROSS SAID PREMISES;

EXCEPT A RIGHT-OF-WAY 400 FEET IN WIDTH RESERVED BY THE NORTHERN PACIFIC RAILWAY COMPANY OVER AND ACROSS A PORTION OF THE ABOVE-DESCRIBED PREMISES;

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD.

AMENDMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED DECLARANT HEREBY SUBMITS THIS AMENDMENT NO. 5 CANYON RIVER RANCH, A CONDOMINIUM, IN ORDER TO ADD CABIN SITES AS SHOWN HEREIN. THIS SURVEY MAP AND THESE PLANS AND ANY PORTION THEREOF SHALL BE RESTRICTED BY THE TERMS OF THE DECLARATION FOR CANYON RIVER RANCH, A CONDOMINIUM, RECORDED UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 200708190005, IS AMENDED BY AMENDMENTS THERETO RECORDED UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBERS 200907080043, 201106290020, 201109220023, 201408040043, AND 201507270008.

CANYON RIVER RANCH, LLC

BY: 
RICHARD T. LEIDER, ITS MANAGER



ACKNOWLEDGEMENTS

STATE OF WASHINGTON } ss
COUNTY OF MASON }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Richard T. Leider 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 Manager OF Canyon River Ranch, LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 24th DAY OF July 20 15.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT Seattle, WA

(PRINT NAME) Vincent Madore

MY COMMISSION EXPIRES: 03/20/2019



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CANYON RIVER RANCH, LLC IN JUNE, 2015

I HEREBY CERTIFY THAT THIS SURVEY MAP AND THESE PLANS FOR AMENDMENT NO. 5 CANYON RIVER RANCH, A CONDOMINIUM, ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL THE INFORMATION REQUIRED BY RCW 64.34.232 IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF LODGE UNIT ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.

Michael R. Bowen
MICHAEL R. BOWEN, REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 29294

7/24/2015
DATE

AUDITOR'S CERTIFICATE

THE DECLARATION FOR AMENDMENT NO. 5 CANYON RIVER RANCH, A CONDOMINIUM WAS RECORDED ON THE 27 DAY OF July, 2015, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 201507270008

FILED FOR RECORD AT THE REQUEST OF R. Leider THIS 27 DAY OF July, A.D. 2015 AT 25 MINUTES PAST 9 A.M. AND RECORDED IN VOLUME 26 OF PLATS, PAGE 26, RECORDS OF KITTITAS COUNTY, WASHINGTON. AUDITOR'S FILE NO. 201507270008

Jessy P. Pitt
AUDITOR OF KITTITAS COUNTY

BY: Richard T. Leider
DEPUTY

FEES: 138



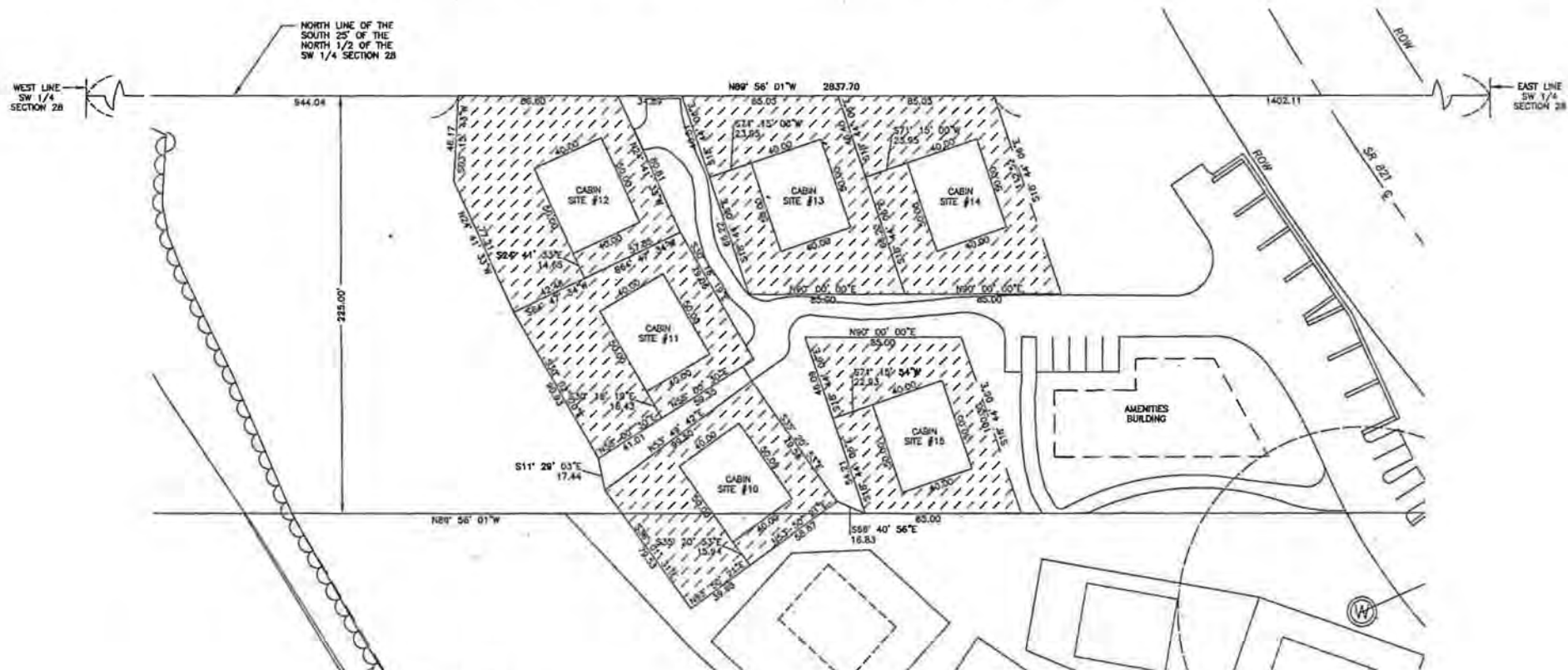
SHEET 1 OF 2		
 S&E CONSULTING ENGINEERS, INC. 748 Winslow Way E. Bainbridge Island, WA 98110 PH: (206) 842-4188 FAX: (206) 238-9125		
DRAWN: MPK	DATE: 07/24/15	DRAWING: CONDO AMEND 5
CHECKED: MRB	SCALE: NA	JOB NUMBER: 13010

12-136

AMENDMENT NO. 5 CANYON RIVER RANCH, A CONDOMINIUM

IN THE SW 1/4 OF SECTION 28, TOWNSHIP 16 NORTH., RANGE 19
EAST OF THE W.M. KITTITAS COUNTY, WASHINGTON

07/27/2015 09:25:28 AM V: 12 P: 136 201507270008
LEADER
Kittitas County Auditor
Page 2 of 2



HATCH LEGEND



LIMITED COMMON ELEMENTS ALLOCATED
TO THE CABIN SITE UNITS AND THE
LODGE SUITES



40 0 40 80
SCALE OF FEET

SHEET
2 OF 2

201507270008
Recorded in VOL 12 of PLATS @ PAGE 136
on July 27, 2015 @ 9:25 AM
Joey Pettit
Kittitas Co Auditor



SCE SÁEZ CONSULTING ENGINEERS, INC. 748 Winslow Way E. Bainbridge Island, WA 98110 PH:(206) 842-4188 FAX:(206) 238-9125		
DRAWN: MPK	DATE: 07/24/15	DRAWING: CONDO AMEND 5
CHECKED: MRB	SCALE: 1"=40'	JOB NUMBER: 13010

AMENDMENT NO. 6 CANYON RIVER RANCH, A CONDOMINIUM

IN THE SW 1/4 OF SECTION 28, TOWNSHIP 16 NORTH., RANGE 19
EAST OF THE W.M. KITTITAS COUNTY, WASHINGTON

10/13/2016 11:52:14 AM V: 12 P: 171 201610130016
SHEET 1 OF 3
KITTITAS COUNTY Auditor

LEGAL DESCRIPTION:

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

EXCEPT EASEMENT GRANTED BY THE HIGHWAY SERVICE CORPORATION OF THE STATE OF WASHINGTON, DATED JULY 21, 1931, FILED FOR RECORD SEPTEMBER 5, 1931, AND RECORDED IN BOOK 49 OF DEEDS, PAGE 540, GRANTING A RIGHT-OF-WAY OVER A STRIP OF LAND 100 FEET WIDE, BEING 50 FEET ON EACH SIDE OF CENTERLINE OF SAID ROAD AS SURVEYED OVER AND ACROSS SAID PREMISES;

EXCEPT A RIGHT-OF-WAY 400 FEET IN WIDTH RESERVED BY THE NORTHERN PACIFIC RAILWAY COMPANY OVER AND ACROSS A PORTION OF THE ABOVE-DESCRIBED PREMISES;

EXCEPT THE NORTH 200 FEET THEREOF.

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD.

PROPERTY WITHDRAWN FROM THE CONDOMINIUM:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST, W.M., IN KITTITAS COUNTY, WASHINGTON LYING SOUTHWESTERLY OF THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY;

EXCEPT THE NORTH 200.00 FEET THEREOF;

TOGETHER WITH PORTION LYING SOUTH OF THE YAKIMA RIVER AND NORTH OF THE NORTHERN PACIFIC RAILWAY RIGHT OF WAY THEREOF.

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO;

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD;

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PROPERTY ADDED TO THE CONDOMINIUM:

THE NORTH 200 FEET OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

TOGETHER WITH THE SOUTH 25 FEET OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 28, TOWNSHIP 16 NORTH, RANGE 19 EAST W.M., IN KITTITAS COUNTY, WASHINGTON.

EXCEPT EASEMENT GRANTED BY THE HIGHWAY SERVICE CORPORATION OF THE STATE OF WASHINGTON, DATED JULY 21, 1931, FILED FOR RECORD SEPTEMBER 5, 1931, AND RECORDED IN BOOK 49 OF DEEDS, PAGE 540, GRANTING A RIGHT-OF-WAY OVER A STRIP OF LAND 100 FEET WIDE, BEING 50 FEET ON EACH SIDE OF CENTERLINE OF SAID ROAD AS SURVEYED OVER AND ACROSS SAID PREMISES.

EXCEPT A RIGHT-OF-WAY 400 FEET IN WIDTH RESERVED BY THE NORTHERN PACIFIC RAILWAY COMPANY OVER AND ACROSS A PORTION OF THE ABOVE-DESCRIBED PREMISES;

TOGETHER WITH ALL WATER RIGHTS AND IRRIGATION DITCHES APPURTENANT THERETO.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAY APPARENT OR OF RECORD.

AMENDMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED DECLARANT HEREBY SUBMITS THIS AMENDMENT NO. 6 CANYON RIVER RANCH, A CONDOMINIUM, IN ORDER TO ADD CABIN SITES AS SHOWN HEREIN. THIS SURVEY MAP AND THESE PLANS AND ANY PORTION THEREOF SHALL BE RESTRICTED BY THE TERMS OF THE DECLARATION FOR CANYON RIVER RANCH, A CONDOMINIUM, RECORDED UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBER 200706190005, IS AMENDED BY AMENDMENTS THERETO RECORDED UNDER KITTITAS COUNTY AUDITOR'S FILE NUMBERS 200907080043, 201106290020, 201109220023, 201408040043, 201507270006, AND 201610130016.

CANYON RIVER RANCH, LLC

BY: RICHARD T. LEIDER, ITS MANAGER

ACKNOWLEDGEMENTS

STATE OF WASHINGTON } SS
COUNTY OF MASON

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RICHARD LEIDER 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 MANAGER OF CANYON RIVER RANCH, LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 10th DAY OF OCTOBER, 2016.

Dianne Heinlein
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT 2012 Thorncliffe Ave W Seattle, WA 98199

(PRINT NAME) E. Anne Heinlein

MY COMMISSION EXPIRES: 07/27/2020



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CANYON RIVER RANCH, LLC IN JUNE, 2015

I HEREBY CERTIFY THAT THIS SURVEY MAP AND THESE PLANS FOR AMENDMENT NO. 6 CANYON RIVER RANCH, A CONDOMINIUM, ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL THE INFORMATION REQUIRED BY RCW 64.34.232 IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF LODGE UNIT ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.

Michael R. Bowen
MICHAEL R. BOWEN, REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 29294

04/26/2016
DATE

AUDITOR'S CERTIFICATE

THE DECLARATION FOR AMENDMENT NO. 6 CANYON RIVER RANCH, A CONDOMINIUM WAS RECORDED ON THE 13 DAY OF OCTOBER, 2016, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 201610130016.

FILED FOR RECORD AT THE REQUEST OF GUY CONVERSANO THIS 13 DAY OF OCTOBER, A.D., 2016 AT 11:52 MINUTES PAST A.M. AND RECORDED IN VOLUME 12 OF PLATS, PAGE 171, RECORDS OF KITTITAS COUNTY, WASHINGTON.

AUDITOR'S FILE NO. 201610130016
Jerry F. Hill
AUDITOR OF KITTITAS COUNTY

BY: [Signature]
DEPUTY
FEE: \$157.00

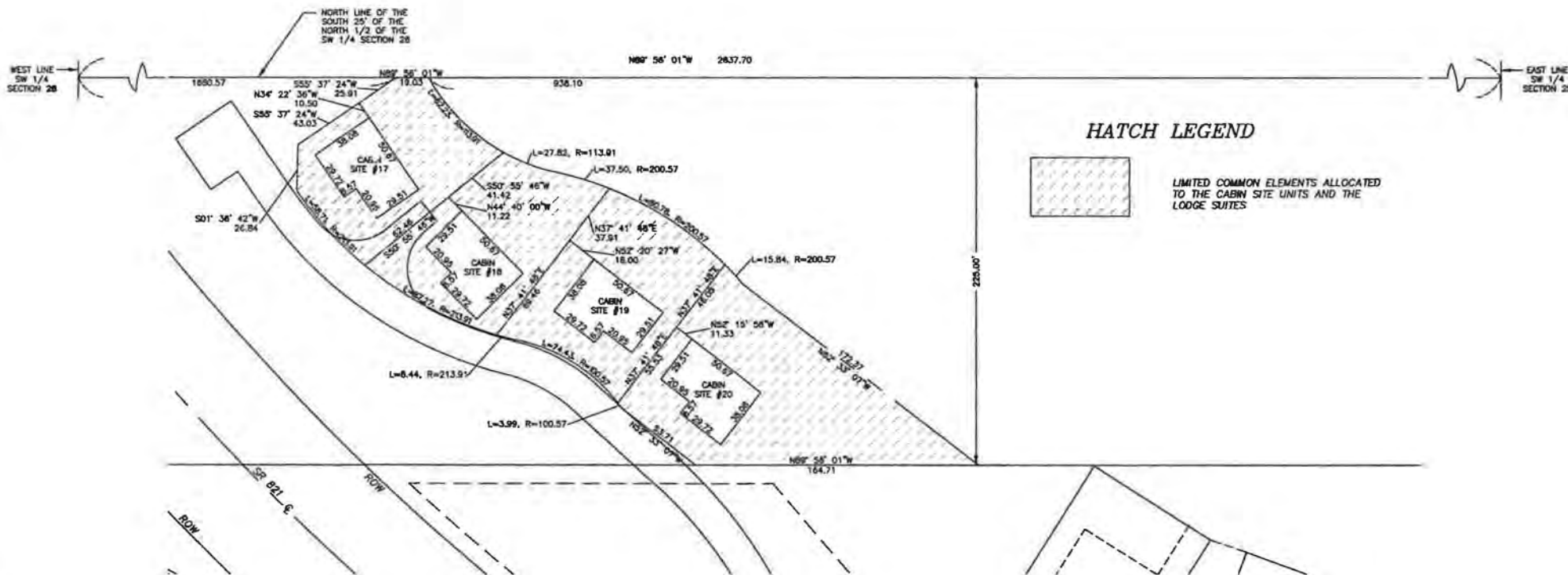
SHEET
1 of 3

S&E CONSULTING ENGINEERS, INC. 748 Winslow Way E. Bainbridge Island, WA 98110 PH: (206) 842-4188 FAX: (206) 238-9125		
DRYING: MPK	DATE: 04/22/16	DRAWING: CONDO AMEND 6
CHECKED: MRB	SCALE: NA	JOB NUMBER: 13010

AMENDMENT NO. 6 CANYON RIVER RANCH, A CONDOMINIUM

IN THE SW 1/4 OF SECTION 28, TOWNSHIP 16 NORTH., RANGE 19
EAST OF THE W.M. KITTITAS COUNTY, WASHINGTON

10/13/2016 11:52:14 AM V: 12 P: 173 201610130016
Kititas County Auditor
Page 2 of 3



AUDITOR'S CERTIFICATE

THE DECLARATION FOR AMENDMENT NO. 6 CANYON RIVER RANCH, A CONDOMINIUM WAS RECORDED ON THE 13 DAY OF OCTOBER, 2016, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 20160130016

FILED FOR RECORD AT THE REQUEST OF GUY CONVERSANO THIS 13 DAY OF OCTOBER, A.D., 2016 AT 11:52 MINUTES PAST 11 A.M. AND RECORDED IN VOLUME 173 OF PLATS, PAGE 173, RECORDS OF KITTITAS COUNTY, WASHINGTON.

AUDITOR'S FILE NO. 20160130016

[Signature]
AUDITOR OF KITTITAS COUNTY

BY: *[Signature]*
FEE: \$ 157.00





 SCALE OF FEET

		
SÁEZ CONSULTING ENGINEERS, INC. 748 Winslow Way E. Bainbridge Island, WA 98110 PH: (206) 842-4188 FAX: (206) 238-9125		
DRAWN: MPK	DATE: 04/22/16	DRAWING: CONDO AMEND 6
CHECKED: MRB	SCALE: 1"=40'	JOB NUMBER: 13010

AMENDMENT NO. 6 CANYON RIVER RANCH, A CONDOMINIUM

IN THE SW 1/4 OF SECTION 28, TOWNSHIP 16 NORTH., RANGE 19
EAST OF THE W.M. KITTITAS COUNTY, WASHINGTON

18/13/2016 11:52:14 AM V: 12 P: 172 201618130016
S157.00
Conveyance
Kittitas County Auditor
Page 2 of 3



HATCH LEGEND



LIMITED COMMON ELEMENTS ALLOCATED
TO THE CABIN SITE UNITS AND THE
LODGE SUITES

AUDITOR'S CERTIFICATE

THE DECLARATION FOR AMENDMENT NO. 6 CANYON RIVER RANCH, A CONDOMINIUM WAS RECORDED
ON THE 13 DAY OF OCTOBER, 2016, UNDER KITTITAS COUNTY AUDITOR'S FILE NO.
201610130016

FILED FOR RECORD AT THE REQUEST OF GUY CONTESSANO
THIS 13 DAY OF OCTOBER, A.D. 2016 AT 11:52 MINUTES PAST 6 A.M. AND
RECORDED IN VOLUME 172 OF PLATS, PAGE 172, RECORDS OF KITTITAS COUNTY, WASHINGTON.
AUDITOR'S FILE NO. 201610130016

[Signature]
AUDITOR OF KITTITAS COUNTY

BY: *[Signature]*
DEPUTY
FEE: \$157.00



40 0 40 80
SCALE OF FEET

SHEET
2 of 3

 SÁEZ CONSULTING ENGINEERS, INC. 748 Winslow Way E. Bainbridge Island, WA 98110 PH: (206) 842-4188 FAX: (206) 238-8125		
DRAWN: MPK	DATE: 04/22/16	DRAWING: CONDO AMEND 6
CHECKED: MRS	SCALE: 1"=40'	JOB NUMBER: 13010



EXHIBIT 6



CANYON RIVER RANCH, A CONDOMINIUM

Brief Description of Permitted Uses and Restrictions Relating to Units and Common Elements

Each Cabin Site Unit shall be used only for construction of a Cabin and for resort recreational purposes as permitted under applicable laws and the permits issued by the County. The Cabins are not intended to be used as a primary residence and may not be occupied continuously by the Owner or any tenant for more than 90 consecutive days (or such other period as may be approved by the Director of Community Development Services of Kittitas County). Declaration Section 10.1.1.

The Lodge Site Unit has constructed on it a Lodge, which is divided into 10 suites. The Lodge Suites, this Public Offering Statement and the Declaration created by Declarant, are intended for resort recreational purposes on a time share basis. The Lodge Suites are not intended to be used as a primary residence and may not be occupied continuously by the Owner or any tenant for more than 30 consecutive days (or such other period as may be approved by the Director of Community Development Services of Kittitas County). Declaration Sections 10.1.2 and 10.1.3.

The Fly Shop Unit has constructed on it and in operation a Fly Shop, Restaurant and other commercial purposes (including, but are not limited to, a fly shop, convenience store, an apartment) on an ownership, rental, lease or invitee basis in accordance all applicable laws and the permits issued by the County. The Limited Common Elements of the Fly Shop may be used for commercial purposes as permitted under applicable laws and the permits issued by the County. Declaration Sections 10.1.4.

Construction and alteration of Cabins within the Cabin Site Units are subject to approval of Declarant or an Architectural Review Committee. Declarant has developed design guidelines for the Cabins. Among other things, the Cabin Design Book requires submission of three complete sets of plans and specifications and payment of a \$3,000 review fee.

The Owners of the Cabins shall be responsible for keeping the interior and exterior of the Owner's Cabin and its improvements, equipment, appliances, and appurtenances in good order, condition and repair. Each Owner shall be responsible for the construction, alteration, maintenance, insurance, repair, improvement and replacement of the Owner's Cabin and any improvements, plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which may be in or serve exclusively the Cabin. Declaration 10.5.

No sign of any kind shall be displayed to the public view on or from any Cabin or Lodge Suite or any Limited Common Element allocated thereto except as allowed in the Declaration or in the Rules and Regulations adopted pursuant to the Declaration; provided, that the Board may permit temporary placement of a sign in a space designated by the Board indicating that a Unit is for sale or lease. The Owner of the Fly Shop Unit may have such signs on the Fly Shop or Limited Common Elements allocated to that Unit as it deems appropriate; provided the signs are in conformance with any County's regulations therefor. Declaration 10.7.

Owners may keep usual domestic pets in their Units subject to such reasonable Rules and Regulations as the Board may from time to time adopt. Declaration 10.8.

As stated in Declaration Section 10.9, the following activities are deemed offensive and are not permitted:

No noxious or offensive activity shall be carried on in any Unit or Common or Limited Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

All occupants shall avoid making noises, and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants. Owner shall also control their pets so that they do not disturb other occupants.

No garments, rugs or other objects shall be hung from the windows or facades, lanais of the project or otherwise displayed in public view. No rugs or other objects shall be dusted or shaken from the windows, lanais or doors of any Unit or cleaned by beating or sweeping on any walkways, patios, entries or other exterior part of the project.

No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Element outside of the disposal facilities provided for such purposes.

Every Unit Owner and occupant shall at all times keep his Unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, Rules and Regulations, including kennel laws and animal control laws.

No excavation or drilling for mineral, ore, stone, gravel, petroleum or earth shall be made within the Condominium. Declaration Section 10.10

Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Element without the approval of the Board. Declaration Section 10.11.

Additional restrictions affecting the Units, Limited Common Elements and Common Elements are set forth in Declaration Article 10.

The Association may also adopt reasonable rules and regulations for the Condominium.

EXHIBIT 7



CANYON RIVER RANCH, A CONDOMINIUM

Description of Site Improvements for Cabin Site Units

- Cabin sites (building pad) graded and set
- Domestic water service connection available at or proximate to the boundary of the Limited Common Element.
- Septic service connection available at or proximate to the boundary of the Limited Common Element.
- Electrical Power connection available at or proximate to the boundary of the Limited Common Element.
- Road improvements to SR 821 (Canyon Road) complete to allow for transportation access to the site.
- Internal roadways graded and set.
- Telephone and data conduits available at or proximate to the boundary of the Limited Common Element.
- Fire flow (water) line connection available at or proximate to the boundary of the Limited Common Element.
- Domestic water mitigation certificate for each Cabin Site Unit, as required by Kittitas County Code in order to obtain a building permit. (Purchase of the mitigation certificates is anticipated to be complete by September 1, 2017.)

EXHIBIT 8



Canyon River Ranch General Rules, Regulations and Requests

1. The Lodge at Canyon River Ranch is a no-smoking facility. Smoking is not permitted in suites, suite decks and patios, lodge public areas or within 25' of any ranch buildings or common spaces including decks, patios and the pool area. Lodge public areas include the entry, front desk, stairwells, library, kitchen great room, dining room, pool area, patios, decks and rest rooms.
2. Smoking is permitted in certain designated area (such as?). Exclusive use of common areas or lodge facilities must be scheduled in advance with the front desk.
3. Guests and owners should be mindful of and restrict excessive noise after 10:00 pm and before 8:00 am in the suites, lodge or common areas including the pool area.
4. Owners and guests using common areas are responsible for the clean-up of the area after use.
5. Pets on property are welcome however, the following rules apply:
 - a. Guests staying in a suite with a pet must reserve a designated "Pet Friendly" suite. Pets are not allowed in suites that are not designated as "Pet Friendly"
 - b. Pets should not be left unattended in a suite and must not be allowed to disturb other owners or guests.
 - c. Owners are financially responsible for any clean up and damages caused by their pet's activity on the property.
 - d. Pets are not allowed in the lodge area public spaces.
 - e. Pet owners must clean up after their pets and dispose of pet waste properly.
 - f. Pets must remain on a leash or under owner control when not in a "Pet Friendly" suite.
 - g. Pets are not allowed in the pool. Pets are allowed in the pool area on a leash only.
 - h. Owners and guests should use the provided "Pet towels" located in the laundry closets of each "Pet Friendly Suites" for pet use and or accidents. Do not use other Suite towels for pet uses.
6. Pool:
 - a. Pool hours are 7:00 am – 11:00 pm.
 - b. All children under the age of 12 must be attended to by an adult when in the pool area.
 - c. Noise in the pool area needs to be kept to a minimum.
 - d. Glass bottles, drinking glasses or glass containers of any kind are not allow in the pool area.
 - e. Smoking is not permitted in the pool area.

- f. Shade umbrellas must be collapsed when not in use.
 - g. Guests must remove all personal items from the pool area when not in use
 - h. Guests must request a current pool gate access code upon check in. This code will change weekly.
 - i. Appropriate clothing required in the pool and pool area.
 - j. Guests and owners should not use suite towels for pool use. Pool towels are provided in the pool house.
 - k. Because of the pool's shallow depth, no diving is allowed. Please be certain all family members are aware of this restriction.
 - l. There is no lifeguard on duty and pool users use the pool at their own risk.
7. Parking:
- a. Guests and owners must park in the designated lodge parking areas in front of the lodge.
 - b. Parking in the Red's or Canyon River Grill parking areas should be temporary only when visiting the Grill or Red's.

EXHIBIT 9



Timeshare Reservation Program Rules and Regulations

1. General

The goal of the Timeshare Reservation Program Rules and Regulations is to: i) equitably and fairly provide for rotation of prime weekends and holidays between all owners; and ii) allow owners who intend to rent their night's equal exposure to potential guests; and iii) provide an equal and balanced distribution of weekend and week day stays for all owners.

The Timeshare Reservation Program Rules and Regulations are authorized by the Condominium Declaration. The Canyon River Ranch Owners Association has designated a management company to manage the Canyon River Ranch development and to manage the Timeshare Reservation Program. The designated management company is hereinafter referred to as "CRL management". CRL Management, in conjunction with the Owners Association has developed this reservation system to make it as easy as possible for Timeshare Interest (TSI) owners to minimize their planning time and maximize their recreation time. This reservation format is subject to change based on owner feedback and technology improvements.

2. Reservation System Guidelines

In September preceding the next calendar year, each TSI owner will be assigned reservation dates for the next calendar year by CRL Management according to uniform distribution plan. There are 60 TSI's and each will be assigned a number. Starting with the first Monday of the year; 1 week assignments are made throughout the calendar year by repeating the sequence from TSI 1 through TSI 60 eight times. This ensures each TSI receives 56 nights per year, spread equitably throughout the year. The TSI starting point each year rotates 10 spots (i.e., Year 1 starts with TSI 1, Year 2 starts with TSI 11, Year 3 starts with TSI 21, etc.). Thus, over the course of 6 years, each TSI owner will have a reservation each day of the calendar year.

Once days are assigned to a TSI owner, the assigned days are placeholders the TSI owner can confirm for personal use, trade for like days, or request the time be rented to the public. Each of these options are explained in greater detail below.

Maintenance nights: These nights are spread equitably throughout the year and listed as maintenance nights which provide time for Time Share Units (TSU) upkeep, thorough cleaning, repair and refurbishment. TSI Owners who have time reserved will be given a compatible maintenance night to ensure no loss of opportunity.

3. TSI Owner Options Upon Receipt of Assigned Reservations:

TSI owners, once they have received their assigned dates for the upcoming year, will have the following options.

3.1 "Do Nothing": A TSI owner can simply do nothing. If a TSI owner chooses this option, CRL Management will consider the assigned days as a confirmed reservation and the assigned time will be held for use by the TSI owner. If the reservation date or dates pass and the reservations were not used by the TSI owner, traded or sold, the time will be considered used and deducted from the TSI owner's overall available days; or

3.2 "Rental Option": A TSI owner may authorize CRL Management to rent, on their behalf, any of their nights. If a TSI owner elects to have CRL rent their nights, CRL will fill reservations based on the requests from rental clients, such as availability, pets, upper or lower floor, view and/or personal preference. A TSI Owner may authorize rental of their assigned time any time before their assigned time. Upon request, CRL Management will then:

- Market and attempt to fill the room night at the best possible rate available however, CRL makes no guarantee as to rental or rate
- Schedule & confirm the reservations with the guest
- Take guest payment for the reservation
- Check the guest in/out
- Track individual owner rentals and forward rental information to accounting for payment to the TSI owner
- Income from the rental will be divided between the TSI owner and CRL Management and/or its designees with the TSI Owner receiving 70% of the Net Rental Income and CRL Management receiving 30% of the Net Rental Income. Net Rental Income equals the Gross Rental Income minus rental expenses, including but not limited to, Internet based services commission (i.e. Expedia®, Trip Advisor®, etc.), bank charges and processing fees. Both the method for determining Net Rental Income and the percentage split of Net Rental Income are subject to amendment in the future.
- Rental amounts for an individual TSI owner will be settled monthly.

A TSI owner may, on their own, rent any of a TSI owner's nights to a third party. If a TSI owner rents directly (or if a TSI owner lets someone else use their night as a guest), the TSI owner must notify CRL so CRL can expect the TSI owner's guest.

3.3 "Request a Trade" A TSI owner may also request a trade. Trades will be processed through CRL Management between owners without a fee. Trades will be made based on the following criteria:

- If a TSI owner wants to request a reservation trade, the TSI owner must contact CRL Management. CRL Management will accept trade requests via email or by phone call. Trade requests will be processed based on a first come, first serve basis and availability of compatible nights.
- Trades must be for the same type of reservation, i.e. weekend for weekend and mid-week for mid-week.
- Trades must be within the same season, either High Season (April 1st thru October 31st) or Low Season (November 1st thru March 31st)
- Once a trade request has been received, CRL Management will go to TSI owner who has been assigned the requested night or nights and contact the owner or owners of the existing reservations and request approval of the trade. If approval is obtained, the trade will be implemented by CRL Management. If no trade approvals are obtained, the requesting owner can submit a trade request for a different night.
- If a TSI owner requests a multi-room reservation, the request must be submitted as a multi-night trade and will be scheduled based on trade availability

4. FAQ's:

Q: Can I as an owner say, "I would like to use the Friday, Saturday myself, and try to rent the rest of that week?"

A: *Yes. A TSI owner can use the weekend to trade the weekdays for later compatible dates that a TSI owner may be able to use. A TSI Owner may split any of the time between use by the TSI Owner and Rental to the Public.*

Q: I want to have a family reunion in July and would like to use the whole lodge. Can I do that?

A: *Yes. The reservation placeholder system, and the compatibility chart provides that each TSI owner has 23 weeknights to use in the Peak months (May-October), which can be used to request a trade for all 10 lodge rooms for 2 nights (20 nights total).*

Q: Once these nights are scheduled as placeholders, do I need to do anything with them?

A: *Yes. A TSI owner should confirm the scheduled time if they intend to use the scheduled time, or tell CRL to try to rent the scheduled time, or tell CRL if the TSI owner desires a trade.*

EXHIBIT 10

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal,
hereby issue this

CERTIFICATE OF INCORPORATION

to

CANYON RIVER RANCH OWNERS ASSOCIATION

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated
below.

Date: 6/15/2007

UBI Number: 602-736-711

APPID: 881274

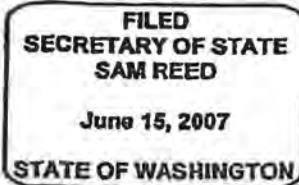


Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

EXHIBIT D

Page 127 of 163



ARTICLES OF INCORPORATION
OF
CANYON RIVER RANCH OWNERS ASSOCIATION

The undersigned, acting as incorporator of a corporation under the Washington Nonprofit Corporation Act (Ch. 24.03 RCW), adopts the following Articles of Incorporation for the corporation.

ARTICLE 1. Name

The name of this corporation is Canyon River Ranch Owners Association.

ARTICLE 2. Duration

The duration of this corporation is perpetual.

ARTICLE 3. Purposes

This corporation is organized to provide an entity pursuant to the Washington Condominium Act (Ch. 64.34 RCW), hereinafter called the "Condominium Act," for the operation of Canyon River Ranch, a condominium located in Kittitas County, Washington, and to engage in all such activities as are incidental or conducive to the attainment of the objectives of the corporation and all activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this corporation. The powers of this corporation shall be subject to and shall be exercised in accordance with the Condominium Act and the provisions of the Condominium Declaration for Canyon River Ranch, a condominium, as it may from time to time be amended, hereinafter referred to as the "Declaration."

ARTICLE 4. Dissolution

Upon dissolution or final liquidation of the corporation, the assets of the corporation shall be distributed among the members of the corporation in accordance with the Condominium Act and the Declaration.

ARTICLE 5. Members

The corporation shall have one class of members, which shall consist of the owners of the units at Canyon River Ranch, a condominium. The rights, privileges, and obligations of the members are set forth in the Condominium Act, the Declaration, and the Bylaws of the corporation.

ARTICLE 6. Registered Office and Agent

The name of the initial registered agent of the corporation is Richard T. Leider, 1218 Third Avenue, Suite 2300, Seattle, WA 98101.

ARTICLE 7. Directors

The number of directors of this corporation shall be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified therein. The initial Board of Directors shall consist of one director. The person who shall serve as director until the first meeting of the members and until his successors are elected and qualify unless he resigns or is removed is Richard T. Leider. His address is 1218 Third Avenue, Suite 2300, Seattle, WA 98101.

ARTICLE 8. Limitation of Liability

A director of the corporation shall not be personally liable to the corporation or its members for monetary damages for conduct as a director, except for liability of the director (a) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (b) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (c) for conduct violating Section 23B.08.310 of the Washington Business Corporation Act.

Any repeal or modification of this Article by the directors or members of the corporation shall not adversely affect any right or protection of any individual who is or was a director of the corporation which existed at the time of such repeal or modification.

ARTICLE 9. Indemnification

The corporation shall indemnify any individual made a party to a proceeding because that individual is or was a director of the corporation and shall advance or reimburse the reasonable expenses incurred by such individual in advance of final disposition of the proceeding, without regard to the limitations in RCW 23B.08.510 through 23B.08.550 of the Washington Business Corporation Act, or any other limitation which may hereafter be enacted to the extent such limitation may be disregarded if authorized by the Articles of Incorporation, to the full extent and under all circumstances permitted by applicable law.

Any indemnification provided under this Article shall, unless limited by the terms of the undertaking to indemnify, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of his or her heirs, executors, and administrators.

Any repeal or modification of this Article by the directors or members of the corporation shall not adversely affect any right or protection of any individual who is or was a director or officer of the corporation existing at the time of such repeal or modification.

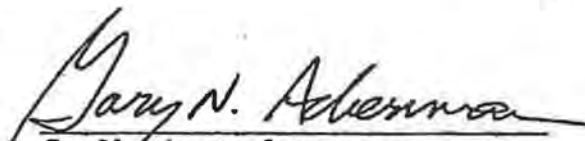
ARTICLE 10. Amendment

Any amendment to these Articles of Incorporation shall require the approval of not less than sixty-seven percent (67%) of the votes of the members of the corporation and such other approvals as may be required in the Declaration.

ARTICLE 11 Incorporator

The name of the incorporator is Gary N. Ackerman. His address is 1111 Third Avenue, Suite 3400, Seattle, Washington 98101.

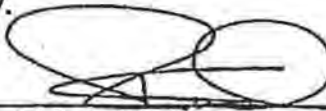
Executed on May 29, 2007.


Gary N. Ackerman, Incorporator

CONSENT TO APPOINTMENT AS REGISTERED AGENT

Richard T. Leider ("Agent"), hereby consents to serve as Registered Agent in the state of Washington for Canyon River Ranch Owners Association, a Washington nonprofit corporation. Agent understands that as agent for the corporation, he is responsible for receiving service of process in the name of the corporation; to forward all mail to the corporation; and to immediately notify the office of the Secretary of State in the event of his resignation or of any changes in the registered office address of the corporation for which he is agent.

Executed this 29th day of May, 2007.



Richard T. Leider

NAME OF REGISTERED AGENT:

Richard T. Leider

ADDRESS OF REGISTERED AGENT:

1218 Third Avenue, Ste. 2300
Seattle, WA 98101

507379002

EXHIBIT 11

BYLAWS
OF
CANYON RIVER RANCH OWNERS ASSOCIATION

The following are Bylaws of Canyon River Ranch Owners Association, a corporation organized under the Washington Nonprofit Corporation Act (RCW 24.03, the "Nonprofit Corporation Act"). These Bylaws provide for operation of Canyon River Ranch, a condominium (the "Condominium") located in the Kittitas County, Washington, created pursuant to the Washington Condominium Act (RCW 64.34, the "Condominium Act"). They apply to the entire Condominium, each Unit therein, and all Common Elements. Each Owner automatically, by virtue of such ownership, becomes a member of the Association. All present and future Owners, Mortgagees and other encumbrances, lessees, tenants, licensees, and occupants of Units, and their guests and employees, and any other person who may use the facilities of the Condominium are subject to these Bylaws, the Condominium Declaration for Canyon River Ranch, a condominium, as it may from time to time be amended (the "Declaration"), and the rules and regulations pertaining to use and operation of the Condominium.

Words and phrases that are defined in the Declaration shall have the same meaning in these Bylaws.

ARTICLE 1. MEMBERSHIP; VOTING; REGISTER

Section 1.1 Membership. The Owners of Units in the Condominium shall constitute the owners association for the Condominium and shall be its members. Corporations, partnerships, associations, and other legal entities, trustees under an express trust, and other fiduciaries, as well as natural persons may be members of the Association. Owners of a Unit as joint tenants, tenants in common, community property, or other ownership involving more than one Owner, shall be joint members of the Association, but the sum total of their vote shall not exceed the voting power allocated to the Units owned.

Section 1.2 Voting Rights; Meetings. Reference is made to the Declaration for provisions establishing the voting rights of the members.

Section 1.3 Register of Members. The Board shall cause a register to be kept containing the names and addresses of all members of the Association. Persons who purchase an interest in a Unit shall promptly inform the Board of their interest. Persons who claim to be members of the Association shall, upon request, furnish the Board with copies of any documents under which they assert ownership of a Unit or any interest therein, and any Mortgages thereon.

ARTICLE 2. MEETINGS OF MEMBERS

Section 2.1 Annual, Budget and Special Meetings. Reference is made to the Declaration for provisions relating annual, budget and special meetings of the members of the Association.

Section 2.2 Majority Vote. Except as otherwise provided by the Condominium Act, the Declaration, or these Bylaws, passage of any matter submitted to vote at a meeting where a quorum is present, shall require the affirmative vote of at least 51% of the votes present and entitled to vote for the matter.

Section 2.3 Voting by Mail. The Board may decide that voting of the members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or Bylaws, or with respect to any other matter for which approval by Owners is required by the Declaration or Bylaws, in accordance with the following procedure:

(a) In case of election of directors by mail, the existing directors shall advise the Secretary in writing of the names of nominees for all directors to be elected by position and of a date not less than 50 days after such advice is given by which all votes are to be received. The Secretary, within five days after such advice is given, shall give written notice to all Owners of the number of directors to be elected and of the names of the nominees by position. The notice shall state that any such Owner may nominate an additional candidate for the position the Owner is entitled to vote, by notice in writing to the Secretary at the address specified in the notice, to be received on or before a specified date not less than 15 days from the date the notice is given by the Secretary. Within five days after the specified date, the Secretary shall give written notice and/or ballot to all Owners stating the number of directors to be elected, the names of all persons nominated by the Board for each position, the names of persons nominated by members for each position and the date by which votes of the Owners must be received by the Secretary at the address specified in the notice. Votes received after that date will not be effective. All persons elected as directors pursuant to an election by mail shall take office effective on the date specified in the notice for the receipt of votes.

(b) In the case of a vote by mail relating to any other matter, the Secretary shall give written notice and/or ballot to all Owners, which shall include a proposed written resolution setting forth a description of the proposed action and shall state that the Owners are entitled to vote by mail for or against the proposal by delivering the vote on or before a specified date not less than 20 days after the notice to the address specified in the notice. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, unless a greater or lesser voting requirement is established by the Declaration or Bylaws for the matter in question.

(c) Delivery of a vote in writing to the specified address shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section.

Section 2.4 Written Ballot. At the discretion of the Board, any matter which might come before the Association at a meeting, including election of directors, may be determined by written ballot, rather than at a meeting. Ballots shall be sent to all Unit Owners in the same manner as notice of meetings, with a specified deadline for return of ballots. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum, and determination of the matter presented shall be based upon the required percentage of ballots

returned, unless approval of a specified percentage of all voting power is required by law, the Declaration or these Bylaws. The vote by ballot shall be determined by the Board within 48 hours of the deadline for return of ballots. Within 10 days after the ballots have been counted, each Unit Owner shall be notified by mail or other delivery of written notice of the results of the ballot or that a quorum of ballots was not returned.

Section 2.5 Order of Business. The order of business at meetings of the Association shall be as follows unless dispensed with on motion:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of inspectors of election;
- (g) Election of directors (annual meeting or special meeting called for such purpose);
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

Section 2.6 Parliamentary Authority. In the event of dispute, the parliamentary authority for the meetings shall be the most current available edition of Robert's Rules of Order or such other published code of parliamentary procedure as shall be approved by a majority at the meeting.

ARTICLE 3. BOARD OF DIRECTORS

Section 3.1 Number, Term, and Qualifications. The affairs of the Association shall initially be governed by a Board composed of at least one but not more than three members as determined by Declarant. Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant still owns all Units), the Board shall be composed of three members which shall be elected by class voting as follows: one member shall be elected by the Owners of Cabin Site Units; one member shall be elected by the Owner of the Lodge Site Unit or Owners of the Time Share Interests in the Lodge Suite Units after the Lodge Site Unit has been subdivided; and one member shall be elected by the Owner of the Fly Shop Unit. The term of office for directors will be annual commencing on the adjournment of the annual meeting at which they are elected. A majority of the directors shall be members of the Association. If a corporation is a member of the Association, any one of its officers, directors, or shareholders may be elected to the Board as an Association member; if a partnership is a member, any partner of the partnership may be elected to the Board as an Association member; and if a limited liability company is a member, any member of the company may be elected to the Board as an Association member.

Section 3.2 Powers and Duties. The Board shall have the powers and duties provided for the administering authority of the Condominium in the Condominium Act and in the Declaration, and all other power necessary for the administration of the affairs of the

Association, and may do all such acts and things as are not prohibited by statute or by the Declaration required to be done in another manner.

Section 3.3 Vacancies. Vacancies on the Board (other than the director designated by the Declarant) caused by reasons other than the removal of a director by a vote of the Association shall be filled by vote of the Unit Owners entitled to vote for the vacancy at a special meeting of the Association held for that purpose. The quorum for that meeting shall be Owners holding 25% of the voting power of the Owners entitled to vote at the meeting. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association to serve the balance of the unexpired term.

Section 3.4 Removal of Directors. At any regular or special meeting, a director elected by the Owners may be removed, with or without cause, by members holding a majority of the votes allocated to the members of the class entitled to elect the director and a successor may then and there be elected by such members to fill the vacancy thus created and to serve the balance of the unexpired term. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 3.5 Compensation. No compensation shall be paid to directors for their services as directors.

Section 3.6 Organizational Meeting. The first meeting of the newly elected Board shall be held within thirty days of election at a place to be fixed by the directors at the meeting at which the directors were elected, and no notice shall be necessary to the newly elected directors in order legally to call the meeting, providing a majority of the whole Board shall be present at the meeting.

Section 3.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors; but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director personally or by mail, telephone, facsimile transmission or internet transmission, at least three days before the day fixed for the meeting.

Section 3.8 Special Meetings. Special meetings of the Board may be called by the president on three days' notice to each director, given personally or by mail, telephone, facsimile transmission or internet transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by either the president or secretary in like manner and on like notice on the written request of any two directors.

Section 3.9 Waiver of Notice. Before any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by him of timely and adequate notice unless he expressly challenges the notice when the meeting begins. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 3.10 Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At the adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 3.11 Action by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board may be taken:

(a) without a meeting if a written consent setting forth the action to be taken is signed by every director. Any such written consent shall be inserted in the minute book as if it were the minutes of a meeting of the Board; or

(b) by communicating simultaneously with all directors by means of a conference telephone or similar communications equipment. Minutes of such simultaneous communications shall be inserted in the minute book as if they were the minutes of a physical meeting of the Board.

Section 3.12 Open Meetings. Any Owner or voting representative may attend any meeting of the Board, but shall not be entitled to participate except with the consent of the Board. The Board may, however, go into private, executive session to consider the employment or dismissal of the managing agent or other persons employed by the Association, or to hear complaints or charges brought against such person, unless the person requests a public hearing, or to discuss with legal counsel litigation in which the Association is or is likely to become a party if public discussion would adversely affect the interests of the Association in such litigation.

ARTICLE 4. OFFICERS

Section 4.1 Designation. The principal officers of the Association shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by and from the Board. The directors may appoint from the Board such other officers as in their judgment may be necessary or desirable. Two or more offices may be held by the same person, except that a person may not hold the offices of president and secretary simultaneously.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board meeting after the annual meeting of the Association. They shall hold office at the pleasure of the Board.

Section 4.3 Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting.

Section 4.4 President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board and shall have such authority and duties as maybe prescribed by the Board.

Section 4.5 Vice President. The vice president shall perform the duties of the president when the president is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

Section 4.6 Secretary. The secretary shall keep the minutes of all meetings of the Board and of the Association and shall have custody of the business records of the Board and the Association, other than financial records kept by the treasurer. He shall also perform such other duties as may be prescribed by the Board.

Section 4.7 Treasurer. The treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association.

Section 4.8 Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers, shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, the Declaration, and these Bylaws.

Section 4.9 Compensation. The Board may pay reasonable compensation to any officer or Owner who performs substantial services for the Condominium in carrying out the management duties of the Board. The Board's decision to compensate an officer shall not become final until 60 days after notice of it (including the amount of compensation to be paid) has been given to all persons entitled to notice of meetings of the Association. Such decision may be reversed by the members of the Association at a meeting duly called and held within 60 days after the notice of the decision was given.

ARTICLE 5. COMMITTEES

Section 5.1 Committees of Directors. The Board may appoint one or more committees that consist of one or more directors. Such committees, if composed entirely of Board members, shall have and exercise, to the extent provided in the resolution establishing the committee, the authority of the Board in the management of the Association. The appointment of any such committee shall not relieve the Board of its ultimate responsibility for the administration and management of the Condominium.

Section 5.2 Other Committees. Other committees, not having or exercising the authority of the Board in the management of the Association, may be appointed by the president or the directors, and such committees may be composed of one or more members of the Association.

ARTICLE 6. HANDLING OF FUNDS

Section 6.1 Accounts. The Association shall establish the necessary funds or accounts to provide properly for the operation and maintenance of the Condominium. Overall superintendence of these funds shall be the responsibility of the treasurer of the Association. There shall be at least two separate funds as described in Sections 6.2 and 6.3.

Section 6.2 Working Capital Fund. There shall be established a checking account in a commercial bank to be known as the "Working Capital Fund." This fund will be used for the normal operation of the Condominium and will receive all monthly Assessments, first purchasers' initial contributions to the fund, and other monies received by the Association. Checks shall be issued from this account for all management and operation expenditures necessary for the Condominium and maintenance expenses of a routine or minor nature that do not require resort to the reserve funds. Funds for the reserve funds will normally be deposited in the Working Capital Fund and checks immediately issued, or transfers made, to the other fund or funds so an overall account of the funds received and disbursed by the Association is centralized in the Working Capital Fund account.

Section 6.3 Reserve Funds for Common Elements. The Association shall maintain reserve funds for amounts reasonably anticipated to be required for the periodic maintenance, repair, and replacement of the Common Elements and Limited Common Elements.

Section 6.4 Reconciliation of Assessment to Actual Income and Expenses. The Association shall establish and maintain its accounts and records in such a manner that will enable it to credit Assessments for Common Expenses, including allocations to reserves, and income of the Association to the account of the appropriate Units and make its expenditures from the appropriate accounts, all in accordance with the Allocated Interests of the Units as provided in the Declaration. In order that the Unit Owners are correctly assessed for the actual expenses of the Association, the accounts of the Association shall be reconciled at least annually, unless the Board determines that a reconciliation would not result in a material savings to any Unit Owner, and any surpluses (or deficits) in the accounts shall be credited to the benefit of or paid to (or charged to the account of or assessed against) the Owners of the Units who paid the surplus (or owe the deficit).

Section 6.5 Combination and Deposit or Investment of Funds. All funds of the Association shall be kept in accounts or deposits that are insured by agencies of the United States. The funds of the Association shall not be commingled with the funds of any other association or with the funds of any manager of the Association. Withdrawals of reserve funds shall require the signature of at least two persons who are officers or directors of the Association.

ARTICLE 7. KEEPING RECORDS AND REPORTS

The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for

examination by the Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

ARTICLE 8. AMENDMENTS

The procedure and necessary consents required for adoption of amendments to the Bylaws are set forth in the Declaration.

The foregoing Bylaws were adopted on July 15, 2007 at the organizational meeting of the Association.

A handwritten signature, possibly reading "J. J. [unclear]", is written over a horizontal line.

Secretary

EXHIBIT 12



CANYON RIVER RANCH, A CONDOMINIUM

Statement of Current Assessments

1. Timeshare Interest\$ 295 per month
2. Cabin Site\$ 695 per month
3. Fly Shop\$1,390 per month

All assessments are paid pursuant to Sections 11.2 and 11.9 of the Declaration. Dues are subject to increase in the future as allowed by Article 11 of the Declaration.

EXHIBIT 13

<u>Monthly Assessment</u>					Canyon River Home Owners Association	
					Operations Budget	
					2017	
Fractional Dues	\$	295.00	720	\$	212,400.00	
Cabin Lot Dues Phase I	\$	695.00	108	\$	75,060.00	
Cabin Lot Dues Phase II	\$	695.00	132	\$	91,740.00	
Red's Fly Shop / Grill	\$	695.00	12	\$	8,340.00	
Canyon River Grill	\$	695.00	12	\$	8,340.00	
Facilities Rental Income			1	\$	24,444.00	
Total Revenue				\$	420,324.00	

<u>Category</u>	<u>Description</u>	<u>Qty</u>	<u>Expenses</u>	<u>Common</u> <u>A</u>	<u>Fractional</u> <u>B</u>	<u>Cabins</u> <u>C</u>	<u>Reds</u> <u>D</u>
<u>Operational Expenses</u>							
Administrative							
	Front Desk Staff		\$ 28,000.00	100%	\$ 28,000.00		
	Printing / Reproduction		\$ 250.00	100%	\$ 250.00		
	Postage / Delivery		\$ 150.00	100%	\$ 150.00		
	Office Supplies		\$ 2,000.00	100%	\$ 2,000.00		
	Uniforms		\$ 250.00	100%	\$ 250.00		
	IT Expenses		\$ 4,500.00	100%	\$ 4,500.00		
	Bank Charges / Fees		\$ 200.00	100%	\$ 200.00		
	Payroll Taxes / Fees		\$ 45,760.00	100%	\$ 45,760.00		
Professional Fees							
	Management		\$ -		32.2314% \$ -	64.5273% \$ -	3.2413% \$ -
	Legal		\$ -		32.2314% \$ -	64.5273% \$ -	3.2413% \$ -
	Accounting / Booking		\$ 25,500.00	100%	\$ 25,500.00		
Operations							
Housekeeping							
	Housekeeping Suites		\$ 42,500.00		100.0000% \$ 42,500.00		
	Housekeeping Lodge		\$ 42,500.00		32.2314% \$ 13,698.35	64.5273% \$ 27,424.10	3.2413% \$ 1,377.55
	Housekeeping Supplies / Suites		\$ 16,000.00		100.0000% \$ 16,000.00		
	Housekeeping Supplies / Lodge		\$ 4,000.00	100%	\$ 4,000.00		
Repairs & Maint							
	Maintanance Staff / Suites		\$ 15,000.00		100.0000% \$ 15,000.00		
	Maintanance Staff / Lodge		\$ 15,000.00		32.2314% \$ 4,834.71	64.5273% \$ 9,679.10	3.2413% \$ 486.20
	Maintanance Supplies / Suites		\$ 12,500.00		100.0000% \$ 12,500.00		
	Maintanance Supplies / Lodge		\$ 12,500.00		32.2314% \$ 4,028.93	64.5273% \$ 8,065.91	3.2413% \$ 405.16
Grounds/Common Areas							
	Water / Sewer System Maint						
	Landscape Supplies		\$ 5,000.00	100%	\$ 5,000.00		
	Lawn Care		\$ 4,000.00	100%	\$ 4,000.00		
	Road / Path Maintenance		\$ 2,500.00	100%	\$ 2,500.00		
	Pest Control		\$ 1,350.00	100%	\$ 1,350.00		
	Pool & Spa Maintenance		\$ 2,000.00	100%	\$ 2,000.00		
	Pool & Spa Supplies		\$ 2,500.00	100%	\$ 2,500.00		

<u>Category</u>	<u>Description</u>	<u>Qty</u>	<u>Income/Expense</u>	<u>Common</u> <u>A</u>	<u>Fractional</u> <u>B</u>	<u>Cabins</u> <u>C</u>	<u>Reds</u> <u>D</u>
Utilities	Phone / Internet		\$ 5,000.00	100%	\$ 5,000.00		
	Cable TV		\$ 3,100.00	100%	\$ 3,100.00		
	Power		\$ 20,000.00		32.2314% \$ 6,446.28	64.5273% \$ 12,905.46	3.2413% \$ 648.26
	Propane		\$ 20,000.00		32.2314% \$ 6,446.28	64.5273% \$ 12,905.46	3.2413% \$ 648.26
	Fire Alarm		\$ 900.00	100%	\$ 900.00		
	Garbage		\$ 2,500.00	100%	\$ 2,500.00		
Fixed Expenses	Testing & Inspections		\$ 7,000.00	100%	\$ 7,000.00		
	Licenses & Permits		\$ 1,500.00	100%	\$ 1,500.00		
	Insurance		\$ 29,500.00	100%	\$ 29,500.00		
	Property tax		\$ 1,000.00	100%	\$ 1,000.00		
	Fire & Safety		\$ 14,000.00		32.2314% \$ 4,512.40	64.5273% \$ 9,033.82	3.2413% \$ 453.78
Vineyard	Maintance		\$ 2,500.00	100%	\$ 2,500.00		
	Supplies		\$ 1,000.00	100%	\$ 1,000.00		
	Wine Making		\$ 4,000.00	100%	\$ 4,000.00		
Capital Reserve	Fractional Contributions	8%	\$ 16,992.00		100.0000% \$ 16,992.00		
	Cabin Lot Contributions	4%	\$ 7,339.20			96.7700% \$ 7,102.14	3.2300% \$ 237.06
Total Operational Budget			\$ 420,291.20		\$ 185,960.00	\$ 142,958.94	\$ 87,116.00
Total Gross Revenue			\$ 420,324.00				
Total Operational Expenses			\$ 420,291.20				
Net Profit/Loss			\$ 32.80				

		<u>Annual</u>	<u>Months</u>	<u>Monthly</u>
Fractional Dues	60	\$ 3,573.48	12	\$ 297.79
Cabin Lot Dues	21	\$ 8,381.52	12	\$ 698.46

EXHIBIT 14

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REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT is made and entered into this ____ day of _____, 2016, by and between _____ (“Purchaser”) and Canyon River Ranch, LLC, a Washington limited liability company (“Seller”).

WHEREAS, Seller is the owner of that certain real property located in _____ County and legally described as follows:

☐ **Timeshare Interest:**

Lodge Time Share Unit (TSU) ____ of CANYON RIVER RANCH, a Condominium, as per plat thereof recorded in Book 10 of Plats, pages 230-234, and as amended by Amendment No. 2 CANYON RIVER RANCH, a Condominium, as per plat recorded in Book 11 of Plats, pages 216 through 219, and according to the Amended and Restated Condominium Declaration for Canyon River Ranch, a Condominium, recorded under Auditor’s File No. 201705310014, in the County of Kittitas, State of Washington.

TOGETHER WITH: the exclusive right to occupy and use said TSU in accordance with the provisions contained in said declaration and any amendments thereto, and associated with Time Share Interest (TSI), as allocated in said declaration and any amendments thereto.

☐ **Cabin Site:**

Cabin Site # ____ of CANYON RIVER RANCH, A CONDOMINIUM, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book ____ of Plats, pages ____ through ____, and according to the Amended and Restated Condominium Declaration for Canyon River Ranch, a Condominium, recorded under Auditor’s File No. 201705310014, records of said County.

(hereinafter referred to as the “Property”). Seller and Purchaser agree to substitute a full, complete and current legal description at closing;

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property all as is hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing, payment of the purchase price and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. **Purchase Price:** Seller agrees to sell and Purchaser agrees to purchase the Property for a total purchase price of \$_____ payable in cash at closing.

2. **Earnest Money:** Purchaser hereby deposits, and receipt is hereby acknowledged of \$_____ paid or delivered as earnest money in part payment of the purchase price for the aforescribed real estate. Earnest Money and this Agreement shall be held by AmeriTitle for the benefit of the parties hereto.

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

Purchaser: _____/Date: _____ Seller: _____/Date: _____

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3. Effective Date: When used in this Agreement, the term "Effective Date" is the date the last party to execute this Agreement executes it as disclosed by the respective date appearing below each party's signature. Each party authorizes the endorsement of such date for administrative reference in the space provided in the Agreement's heading. The term "Business Days" means any day except Saturday, Sunday or a legal state or federal holiday.

☐ Regardless of the Effective Date, this Agreement is not effective and may be cancelled by either party prior to the delivery by the Seller of a Public Offering Statement to the Purchaser.

Initials: _____

Date: _____

4. Contingencies. Purchaser's obligations to purchase the Property is specifically subject to and contingent upon the following terms and conditions:

4.1. FINANCING. Purchaser's obligation to purchase the Unit pursuant to the Purchase and Sale Agreement ☐ is ☐ is not (check one) conditioned on Purchaser's obtaining financing for a portion of the Purchase Price.

☐ If the Agreement is conditioned on financing, Purchaser shall be solely responsible for maintaining any approval for financing until closing. Purchaser shall pay all costs associated with obtaining and closing financing, including but not limited to appraisal, inspection, application and processing fees. Purchaser shall not be entitled to terminate the Agreement nor shall Seller be responsible if the lender increases the interest rate, loan fees or otherwise changes the terms of Purchaser's loan or if lender withdraws or conditions its loan approval for any reason, including without limitation, a delay in construction of the Site Improvements or in closing.

☐ If the Agreement is not conditioned on financing, Purchaser represents to Seller that Purchaser has sufficient funds to close the purchase of the Unit without financing and Purchaser shall provided evidence satisfactory to Seller (such as a credit report and financial statement) by three (3) days after mutual execution of the Agreement if not filled in) that Purchaser has sufficient funds to close. If Purchaser does not timely provide Seller with evidence satisfactory to Seller, Seller may terminate the Agreement at any time thereafter by notice to Purchaser, in which case the earnest money deposit shall be returned to Purchaser.

4.2. Unless otherwise provided in this Agreement, all contingencies and conditions require notice in writing of acceptance, non-acceptance, or waiver within the time limits specified in this Agreement. When a parties' failure to provide effective notice of acceptance, non-acceptance, or waiver causes this Agreement to be terminable by the other party, said termination shall be effective five (5) Business Days' after notice by the terminating party to the other party of the intent to terminate. Nothing in this Paragraph shall expand or alter a parties' right to terminate or the other party's remedies for wrongful termination or failure to close.

5. Title.

5.1. Title Insurance. Title insurance shall be issued by AmeriTitle. Seller shall pay the cost of Standard Form Title Insurance. Within five (5) days of mutual acceptance of this Agreement, Seller shall arrange for the Closing Agent at Seller's expense, to apply for a preliminary commitment

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

Purchaser: _____/Date: _____ Seller: _____/Date: _____

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("Commitment") for an ALTA form Owner's Policy for title insurance ("Policy") described in subparagraph (a) above with inflation protection, endorsements, if available at no additional charge, to be issued by the above title company. Seller shall pay title insurance and cancellation fees.

5.2. Extended Title Insurance. Purchaser acknowledges that coverage afforded by Standard Form Policy of Title Insurance provides limited or no coverage for loss by reason of conflicts in boundary lines, shortage in area, encroachments or other matters which an accurate survey would disclose. More extensive coverage through an extended policy of title insurance may be available for an additional charge and subject to additional requirements imposed by the title company including a survey. If Purchaser requires or desires extended title insurance, Purchaser agrees to pay all costs in excess of those charged for the Standard Form Title Insurance, including, without limitation, increased premiums and survey costs. If a survey is required, Purchaser shall order survey within five (5) business days of receiving notice from the title company that a survey is required and Purchaser shall pay the estimated cost of the survey prior to performance of any survey work or Purchaser can waive requirement for an extended policy and accept Standard Title Insurance.

5.3. Title Insurance Exceptions/Exclusions. Seller's title to the Property is to be free and clear of all liens, encumbrances or defects except for those reservations, restrictions, covenants, easements, and rights of way apparent and/or of record which are acceptable to Purchaser. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with Purchaser's intended use, and building or zoning regulations or provisions, and the water rights litigation presently pending under *State of Washington, Department of Ecology v. James J. Acquavella, et al.*, Yakima County Superior Court Cause No. 77-2-01484-5, shall not be deemed encumbrances or defects. Encumbrances to be discharged by Seller may be paid out of purchase money at date of closing. If title cannot be made so insurable by Closing, and if Purchaser does not elect to waive any exceptions to the coverage which are not consistent with this subparagraph, this Agreement shall terminate and Purchaser's earnest money shall be refunded, at Purchaser's option.

6. **Default: In the event Purchaser fails, without legal excuse, to complete the purchase of the Property, the earnest money deposit made by Purchaser shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. In the event Seller fails, without legal excuse, to complete the purchase of the Property, the earnest money deposit made by Purchaser shall be returned to the Purchaser as the sole and exclusive remedy available to the Purchaser for such failure.**

Initials: _____
Date: _____

7. Closing:

7.1. Date of Closing: For purposes of this Agreement, "date of closing" shall be constructed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

7.2. Place and Time of Closing: The sale shall be closed in the offices of _____ (hereinafter the "Closing Agent"), within _____ days after the preliminary commitment for title insurance policy is delivered showing title insurable as above provided, or after completion of financing, if financing

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

Purchaser: _____/Date: _____ Seller: _____/Date: _____

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is called for herein, whichever is later, but in any event not later than the ____ day of _____, 201____, which shall be the Termination Date.

7.3. Prorations at Closing: All taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities constitutes liens (and other such amounts) shall be prorated as of the date of closing. Irrigation assessments, if any, shall be prorated on the basis of a 30-day month, 183 day irrigation season (April 15 to October 15).

7.4. Obligations of Purchaser and Seller at Closing: Purchaser and Seller shall deposit with the Closing Agent all instruments, documents, and monies necessary to transfer the Property from Seller to Purchaser and close the sale in accordance with this Agreement.

7.5. Payment of Closing Costs:

<u>PURCHASER</u>	<u>COST OR EXPENSE</u>	<u>SELLER</u>
	Seller's attorney's fees, if any	X
X	Purchaser's attorney's fees, if any	
	Premium due for Standard Policy of Title Insurance	X
	Real Estate Excise Tax	X
	Recording fees to clear / un-encumber title	X
X	Recording fees for deed	
1/2	Title Company closing or escrow charges	1/2
1/2	Document Prep Fees	1/2

8. Form of Conveyance: Title shall be conveyed by Statutory Warranty Deed free of encumbrances or defects except those noted in Paragraph 3 in the form set forth in the Public Offering Statement.

9. Possession: Seller shall deliver possession of the Property to Purchaser at closing. Possession shall be deemed given when Seller has vacated the premises and delivered keys to Purchaser or Purchaser's agent.

10. Seller's Disclosures and the Condition of Property. Purchaser offers to purchase the Property in its present condition on the terms noted. Seller hereby warrants that to the best of his knowledge the premises described herein and the improvements thereon do not materially violate the applicable building or zoning regulations and that he is unaware of any material defect in the premises or improvements thereon. Seller discloses the following and Purchaser acknowledges being advised of the following. The provisions of this Section shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents.

10.1. Public Offering Statement. Purchaser acknowledges receipt of the Public Offering Statement.

Initials: _____
Date: _____

10.2. Seller's Existing Mortgage. Purchaser is advised that there is an underlying mortgage loan on the Property. Purchaser understands that all of the terms and provisions of this

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

Purchaser: _____/Date: _____ Seller: _____/Date: _____

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Agreement are and shall be subordinated to the lien of any such existing mortgage, but if this transaction is consummated, Seller shall cause the mortgage to be partially released upon closing to the extent of Purchaser's interest purchased. Purchaser is advised that Seller's mortgagee may have a presale requirement.

10.3. Occupancy Representation and Restrictions. Purchaser hereby represents that the Property may not be used as Purchaser's residence and has other occupancy and use restrictions as set forth in the Condominium Declaration and the Rules and Regulations adopted by the Association pursuant to the Declaration. Purchaser understands that there will be a restriction in the Declaration against continuous occupancy of the Property by the Owner or a tenant.

Purchaser(s) Initials: _____

Date: _____

10.4. Condominium Documents. Purchaser is being furnished with a Public Offering Statement for the Condominium containing the proposed Condominium Declaration, Survey Map and Plans, Articles, Bylaws, Budget and Design Guidelines ("Condominium Documents") prepared by or for Seller. Seller reserves the right to make such changes to the Condominium Documents as Seller deems desirable (or as may reasonably be required by lenders, investors, or title insurance companies to meet reasonable requirements for title insurance and mortgagee protection); but if before this sale is closed, Purchaser shall be entitled to rescind this Agreement if there is any material change to the Condominium Documents affecting Purchaser. Purchaser's failure to disapprove in writing any of the documents referred to in this paragraph (or amendments thereto) within seven days of receipt of such documents (or amendments) shall be deemed Purchaser's approval thereof.

10.5. Condition of Title. Matters disclosed in the Public Offering Statement shall not cause title to the Unit to be unmarketable.

10.6. Purchaser's Access Prior to Closing. Prior to closing, Seller or Seller's agent must accompany Purchaser (or Purchaser's agent) whenever Purchaser (or Purchaser's agent) inspects or visits the Unit or the interior of the building in which the Unit is located. Prior to closing, Purchaser (and Purchaser's agent) is not permitted under any circumstances to enter the Unit or any part of the Condominium unless accompanied by Seller or Seller's agent under penalty of prosecution for trespassing. Only employees and contractors of Seller, acting pursuant to written instructions of Seller, are authorized to work on the Unit prior to closing. Purchaser cannot enter a Unit while workmen are engaged in active construction in or about the Unit.

10.7. Noise; Views. Purchaser acknowledges that Seller and Seller's agents, including but not limited to the marketing agent, listing agent and sales agent, make no representation or warranty as to any sounds audible within the Unit which may arise from activities in any other unit, any common element of the Condominium, the Cabins, the Lodge, other Lodge Suites and Lodge amenities, the Fly Shop Unit, or anywhere outside the Condominium. Purchaser further acknowledges that Seller and Seller's agents, including but not limited to the marketing agent, listing agent and sales agent, make no representation or warranty that the view from the Unit, as of the date the Agreement is signed or as of closing, will not be obstructed or changed in whole or in any part at any time in the future. Purchaser acknowledges that Seller undertakes no obligation to investigate or disclose real estate developments in the area that are possible, planned, permitted or under construction, nor does Seller undertake any duty to protect views. This means that even though Seller may know of developments that could affect views, Purchaser acknowledges that Purchaser is not relying on Seller to disclose such developments, and

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

Purchaser: _____/Date: _____ Seller: _____/Date: _____

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Purchaser acknowledges that Purchaser is releasing Seller from any duty Seller might otherwise have to disclose such developments known to Seller. Purchaser acknowledges that Seller does not undertake any duty to investigate or disclose any developments that may involve Seller or any company affiliated with Seller and including any development that is now known to Seller or becomes known to Seller after the Agreement is signed. If Purchaser desires to investigate the potential for future development in the area, information is available from the City of Ellensburg planning development and from other sources.

10.8. Purchaser's Walk-Through Inspection. Upon seven days' notice from Seller's customer service representative that the Unit is ready for inspection, Purchaser will inspect the Unit with a designated agent of Seller and accepts the Unit as constructed subject only to any deficiencies from agreed upon and any deficiencies disclosed by Seller prior to closing that Seller does not intend to correct. In the event any deficiencies are disclosed to Purchaser which were not disclosed at the time of this Purchase and Sale Agreement, Purchaser shall have three days after the disclosure (but no later than the date of closing) to rescind the Purchase and Sale Agreement, agree to a reduction in purchase price for the Unit, if offered by Seller, or accept the Unit with the deficiency. If the Purchase and Sale Agreement is subject to a third party inspection, Purchaser agrees to have that inspection conducted in a timely manner so that closing is not delayed. Purchaser agrees to close this sale if the Unit is substantially completed even though mutually agreed upon defects, "punch-list" items and similar work remain to be corrected and completed by Seller after closing.

10.9. NOTICE REGARDING COMMENCEMENT OF LAWSUIT. CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

10.10. Unit Area. The areas of the Units shown in the recorded Declaration are based on a surveyor's "as built" determination of the boundaries of the Units. The vertical boundaries of the Units were measured from the inside face of the window wall, exterior surface of the perimeter stud walls that abut other Units (party walls) and inside face of stud walls abutting interior common elements. The "as built" areas may be different from the areas shown on plans, specifications, listing agreements, or advertising brochures for the Condominium.

10.11. Insulation. Federal law may require disclosure of the following information:

<u>Insulation</u>	<u>Type</u>	<u>Thickness</u>	<u>R-Value</u>
<u>Exterior Walls</u>	<u>Batt</u>	<u>6.25"</u>	<u>R-19</u>
<u>Top Floor/Roof</u>	<u>Batt</u>	<u>12.00"</u>	<u>R-38</u>

10.12. Model Units. Model Units, if any, and appurtenances and furnishing thereto, are displayed only for illustration purposes and shall not be deemed to be an agreement or commitment by Seller to deliver the Property being purchased by Purchaser in accordance with any such model Units, and

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

Purchaser: _____/Date: _____ Seller: _____/Date: _____

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appurtenances and furnishing thereto. None of the furnishings, decorations or other appurtenances in and to any model Unit are included in this Agreement, unless Seller herein (or hereafter) agrees in writing to deliver the same as part of the purchase price or as additional optional items. Model Units are sold in an "as is" condition, and are subject to ordinary wear and tear. All model Unit carpet areas will be spot cleaned as necessary at Seller's expense prior to closing. Except for this cleaning, all carpeting is included "as is."

10.13. Assessments. At closing, Purchaser shall pay to the Association for the Condominium an amount equal to three months' assessments (based on the current year's budget for the Association), which will be treated as an initial contribution to the working capital of the Association; provided that if Seller has previously paid such contribution with respect to the Unit, the escrow agent shall pay Purchaser's contribution to Seller. If the Association has commenced collection of assessments, Purchaser shall also pay a pro rata amount of the current month's assessment for the Unit. Until assessments are commenced by the Association, Seller shall pay all actual expenses of the Association. Purchaser acknowledges that the initial level of assessments is an estimate, which may be changes prior to and after closing.

10.14. Management by Seller. Seller, as Declarant, may retain for the period stated in the Declaration the full effective management authority of the Association for the Condominium.

Initials: _____
Date: _____

11. Residential Property. The Seller shall provide Purchaser with a completed *Real Property Transfer Disclosure Statement* within 5 days of mutual acceptance of this Agreement. Purchaser shall then have 3 days from the receipt thereof to rescind this offer to purchase by delivering a separate, signed, written statement of rescission to the Seller by 5:00 p.m. of the third business day following receipt of said disclosure statement. If Purchaser chooses to close despite the disclosure statement, then Purchaser is considered to have approved and accepted the disclosure statement.

12. Risk of Loss: If prior to closing, the improvements on the Property or the Property shall be destroyed or materially damaged by fire or other casualty, Purchaser may terminate this Agreement and this Agreement shall then become null and void. In the event Purchaser terminates this Agreement under this paragraph, the earnest money shall be refunded to Purchaser.

13. Attorney Fees: If either party to this Agreement is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, the substantially prevailing party shall be entitled to reasonable attorneys' fees and costs of suit, including, but not limited to filing fees, service fees, deposition costs and any expert witness costs regardless of whether at trial, on appeal, in any bankruptcy proceeding, arbitration matter, with or without resort to suit.

14. Governing Law and Venue: This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington. Venue of any lawsuit arising out of this Agreement shall be in Kittitas County, Washington.

15. Notices: Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

Purchaser: _____/Date: _____ Seller: _____/Date: _____

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by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the date after transmission) to the parties' addresses set forth herein. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt of three (3) days after deposit thereof in the U. S. mail.

16. Time of Performance: Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

17. Section Headings: The word or words appearing at the commencement of sections and subsections of this Agreement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those sections or subsections.

18. Invalidity: In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated.

19. Legal Relationships: The parties to this Agreement execute the same solely as a seller and a purchaser. No partnership, joint venture or joint undertaking shall be construed from these presents and except as herein specifically provided neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Agreement. Any married person executing this Agreement hereby pledges his or her separate property and such person's and his or her spouse's marital communities in satisfaction hereof.

20. Assignment; Successors: Neither Purchaser nor the Seller may sell, transfer, assign, pledge or encumber its interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. A purported sale, transfer, assignment, pledge or encumbrance shall be null and void and of no force or effect. Subject to the restrictions contained herein, the rights and obligations of the Seller and Purchaser shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successor-in-trust, and assigns.

21. Entire Agreement: All understandings and agreements, written and verbal, previously existing between the parties, if any, are merged into this Agreement which alone fully and completely expresses agreement of the parties, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may be modified only by a written amendment executed by all parties.

22. Interpretation: This Agreement has been reviewed by both parties and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

Purchaser: _____/Date: _____ Seller: _____/Date: _____

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23. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement.

24. Amendment: This Agreement may not be modified or amended except by the written agreement of the parties.

IN WITNESS WHEREOF the parties have signed and delivered this Agreement as of the day and year first above written.

SELLER:

PURCHASER:

CANYON RIVER RANCH, LLC

Print Name:_____
Title:_____

DATE: _____, 201__

DATE: _____, 201__

ADDRESS:

ADDRESS:

PHONE NUMBERS:

PHONE NUMBERS:

Cell:_____
Other:_____
Email:_____

Cell:_____
Other:_____
Email:_____

INITIALS:

Purchaser:_____/Date:_____ Seller:_____/Date:_____

Purchaser:_____/Date:_____ Seller:_____/Date:_____

EXHIBIT 15

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TREASURER'S USE ONLY	RECORDER'S USE ONLY

After recording return to:

Canyon River Lodge LLC
1218 Third Avenue, Suite 2300
Seattle, WA 98101

DOCUMENT TITLE: STATUTORY WARRANTY DEED

GRANTOR: CANYON RIVER LODGE LLC, a Washington limited liability company

GRANTEE: _____

ABBREVIATED LEGAL DESC.: Timeshare Interest 10____, Lodge Suite 10 ____, Canyon River Ranch, a Condominium per Amended and Restated Declaration recorded under Auditor's File No. 201705310014 and the Survey Map and Plans as recorded in Book 10 of Plats, Pages 230 through 234, under Auditor's File No. 200706190004, Kittitas County, Washington, as amended.

ASSESSOR TAX PARCEL NO.: _____

STATUTORY WARRANTY DEED

THE GRANTOR, CANYON RIVER LODGE LLC, a Washington limited liability company, for and in consideration of _____ DOLLARS and other good and valuable consideration, conveys and warrants to the GRANTEE, _____, the following described real property in Kittitas County, State of Washington:

Time Share Interest 10____, Lodge Suite 10____, Canyon River Ranch, a Condominium per Amended and Restated Declaration recorded under Auditor's File No. 201705310014 and the Survey Map and Plans as recorded in Book 10 of Plats, Pages 230 through 234,

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under Auditor's File No. 200706190004, records of Kittitas County, Washington, as amended.

This conveyance is made subject to all matters of record.

DATED this _____ day of _____, 20____.

GRANTOR:

CANYON RIVER LODGE LLC,
a Washington limited liability company

By: _____
Richard T. Leider, Manager

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Richard T. Leider is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of Canyon River Lodge LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2017.

Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

EXHIBIT 16

**Canyon River Ranch II
Proposed Conditional Use Site Plan**



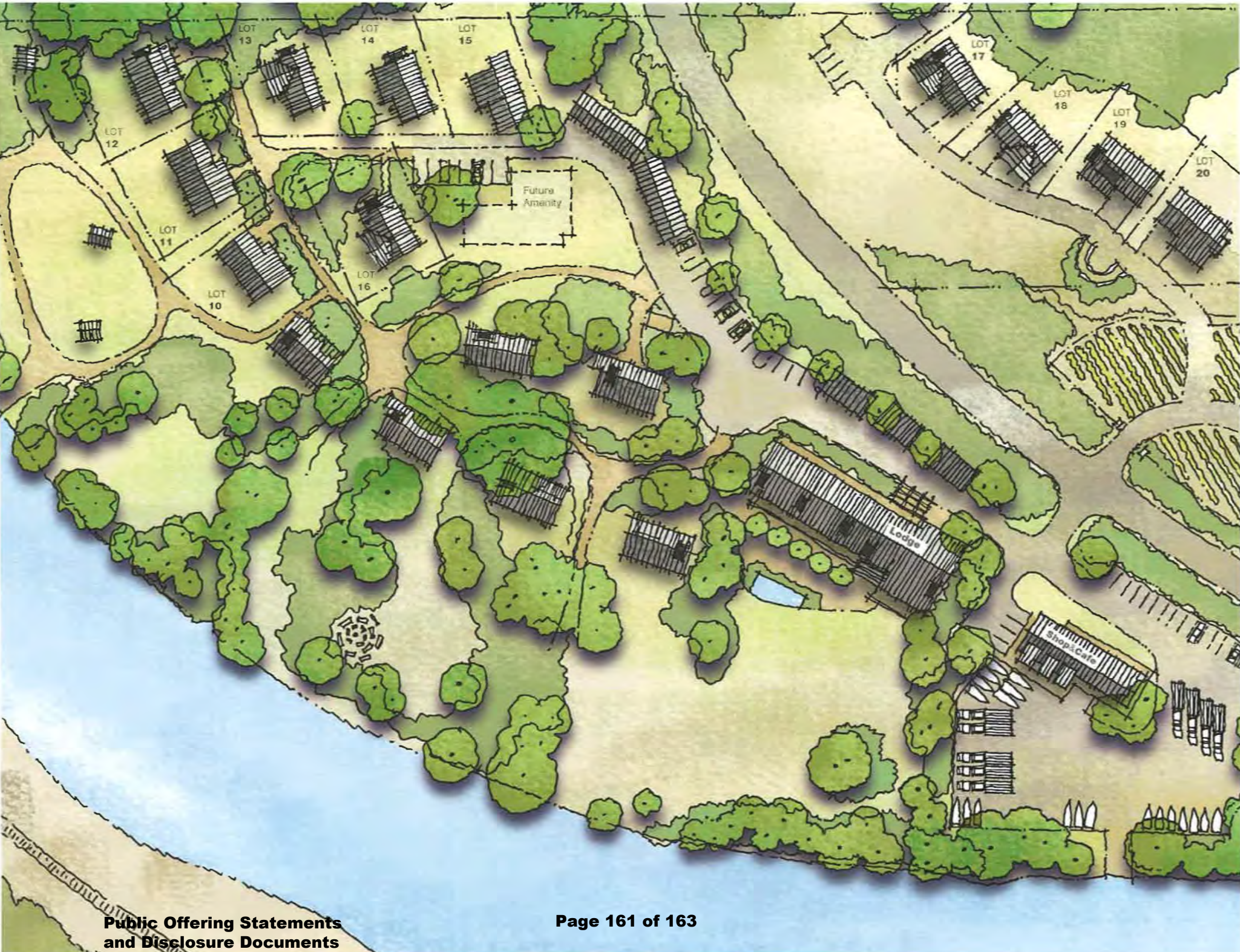


EXHIBIT 17

