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Miscellaneous Document
Kittitas County Auditor

AMERITITLE

Page 1 of 5



When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.Attention: Steven R. Rovig
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925REVIEWED BY: McMint
DEPUTY KITTITAS COUNTY TREASURER
DATE 7-30-09
STANDS BEFORE ME, Cathy Fisher
REPRESENTING ATC
STATING THAT NO CONSIDERATION
IS BEING PAID.AMT 109443
\$66.00

**FIFTEENTH SUPPLEMENT
TO
SECOND AMENDED AND RESTATED
COVENANT FOR COMMUNITY ENHANCEMENT
OF
SUNCADIA**

Grantor:	SUNCADIA, LLC		
Grantee:	PLATS OF SUNCADIA		
Legal Description (abbreviated):	Portion of Sections 19, 20, 28, 29 and 30, T20N, R15E, W.M.		
Assessor's Tax Parcel ID #:	20-15-20058-0162		
Reference Nos. of Documents	200407200039	200410080060	200712190002
Released or Assigned:	200410140004	200505040004	200808210004
	200506220004	200512070005	200903270052
	200604190031	200607190004	
	200608020004	200609280024	
	200610270011	200710260010	
Real Estate Excise Tax Affidavit:	Does not apply - no consideration as defined WAC 458-61A-102(2)		

THIS FIFTEENTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Fifteenth Supplement") is dated for reference purposes July 17, 2009 by **SUNCADIA, LLC**, a Delaware limited liability company ("Founder").

RECITALS

A. Founder is the Founder under the Second Amended and Restated Covenant for Community Enhancement of Suncadia as recorded under Kittitas County Recording No. 200407200039, as amended by Supplements recorded under Kittitas County Recording Nos. 200410080060, 200410140004, 200505040004, 200506220004, 200512070005, 200604190031, 200607190004, 200608020004, 200609280024, 200610270011, 200710260010, 200712190002, 200808210004, and 200903270052 (collectively, the "Covenant").

B. Pursuant to Exhibit C, Section 1 of the Covenant, the Founder may unilaterally amend the Covenant to establish a formula for calculation of the Community Enhancement Fee applicable to commercial properties within the Subject Property.

C. In addition, pursuant to Article 8 of the Covenant, the Founder retains the right to expand the Subject Property by the recording of a Supplemental Declaration without the consent of any Person except the Owner of such Property, if not the Founder. Accordingly, Declarant desires to amend the Covenant to make that certain real property described in the attached **EXHIBIT A** subject to the Covenant.

D. Accordingly, the Founder now desires to amend Exhibit C of the Covenant.

NOW, THEREFORE, Founder does hereby declare and provide as follows:

1. DEFINITIONS. Except as otherwise specifically provided in this Fifteenth Supplement, capitalized terms used herein shall have the meanings set forth in the Covenant.

2. SUBJECT TO COVENANT. The Subject Property which is subject to the Covenant is hereby amended to include that certain property more particularly described on the attached **EXHIBIT A**.

3. COMMERCIAL PROPERTIES. Exhibit C of the Covenant is hereby amended in its entirety as attached hereto for the purpose of establishing a formula to calculate the Community Enhancement Fee applicable to Commercial Properties within the Subject Property.

4. FULL FORCE AND EFFECT. Except as specifically modified herein, the Covenant shall remain in full force and effect.

EXECUTED as of the day and year first above written.

FOUNDER:

SUNCADIA, LLC,
a Delaware limited liability company

By: Easton Ridge Investors, LLC,
a Delaware limited liability company
Its Managing Member

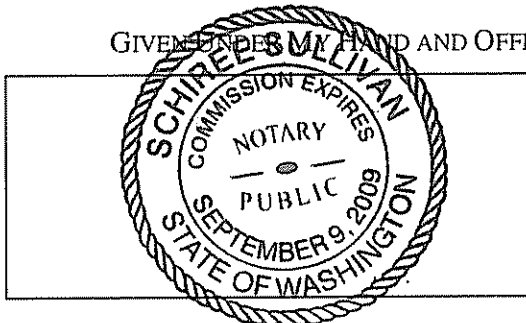
By: [Signature]
Name: Paul Eisenberg
Its: Senior Vice President

By: [Signature]
Name: Gary A. Kittleson
Its: VICE PRESIDENT

STATE OF WASHINGTON }
COUNTY OF KITTITAS } ss.

On this day personally appeared before me Paul Eisenberg and Gary A. Kittleson, to me known to be the SR. Vice President and the Vice President, respectively, of Easton Ridge Investors, LLC, a Delaware limited liability company and Managing Member of **SUNCADIA, LLC**, a Delaware limited liability company, that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of July, 2009.



[Signature]
Printed Name Schirra Sullivan
NOTARY PUBLIC in and for the State of Washington,
residing at Ellensburg
My Commission Expires 9-9-09

EXHIBIT A
LEGAL DESCRIPTION

Tract CC-1A of that certain Survey recorded June 15, 2009, in Book 36 of Surveys, Pages 120 and 121, under Auditor's File No. 200906150001, records of Kittitas County, Washington; being a portion of Tracts CC-1, G-2, G-5, and S-2, SUNCADIA, PHASE 1 DIVISION 3, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 9 of Plats, pages 94 through 120, records of Kittitas County, Washington.

Note: For purposes of the Covenant, the above-described property is designated "Commercial".

SUBSTITUTE EXHIBIT C

FORMULA FOR CALCULATING COMMUNITY ENHANCEMENT FEE

The Community Enhancement Fee shall be applied to all Subject Property designated commercial or residential. The Fee may differ depending on the use of the property.

1. Nonresidential Property Designated as Commercial. For commercial properties (including retail) as designated pursuant to Paragraph 4 below, the Community Enhancement Fee will be payable by any Person acquiring title to any such property, unless the transfer is exempt as provided in this Covenant. Subject to Section 4.4(d)(ii) of this Covenant, the Community Enhancement Fee for Commercial Property acquisitions is one-quarter percent (0.25%) of the gross purchase price for any such acquisition as reported on the applicable real estate excise tax affidavit for the transfer.

2. All Other Nonresidential Property. Property not designated as “commercial” or “residential” shall be exempt from the payment of the Community Enhancement Fee. Such exempt properties include, without limitation, golf courses and other recreational and community amenities.

3. Residential Property. For residential properties, designated pursuant to Paragraph 4 below, the Community Enhancement Fee will be payable by any Person acquiring title to any such property, unless the transfer is exempt as provided in this Covenant. Subject to Section 4.4(d)(ii) of this Covenant, the Community Enhancement Fee for residential property acquisitions is one-half percent (0.5%) of the gross purchase price for any such acquisition as reported on the applicable real estate excise tax affidavit for the transfer.

4. Determination of Property Designation. The Fund, or the Founder on behalf of the Fund, shall have the authority and the discretion to designate the particular use of properties subject to the Covenant for the purpose of calculating the Community Enhancement Fee that will be imposed on the property subject to the Covenant. The Fund may designate property as residential, commercial property, or other nonresidential property. In the event that any dispute arises with regard to the designation of a particular parcel or piece of property, the determination of the Fund shall be final and binding.