

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON P.S.

Attention: Steven R. Rovig

1221 Second Avenue, Suite 500

Seattle, WA 98101-2925

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

Grantor:	NEW SUNCADIA, LLC
Grantee:	PLAT OF SUNCADIA
Legal Description: (abbreviated)	LOT C, BOOK 31 OF SURVEYS, PAGES 158-161, PTN OF SECTION 19, TOWNSHIP 20N, RANGE 15E, W.M.
☒ Additional on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>20-15-19000-0021 (20537)</u>
Reference Nos. of Documents Released or Assigned:	<u>200407200039</u>
Real Estate Excise Tax:	Does not apply – no consideration as defined WAC 458-61A-102(2)

THIS NINETEENTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Nineteenth Supplement") is dated for reference purposes December 28, 2015, by **NEW 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 Nos. 200407200039, and as amended by Supplements recorded under Kittitas County Recording Nos. 200410080060, 200410140004, 200505040004, 200506220004, 200512070005, 200604190031, 200607190004, 200608020004, 200609280024, 200610270011, 200710260010, 200712190002, 200808210004, 200903270052, 200907300006, 201205210063, 201209240048, and 201503100021 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, Founder may unilaterally amend the Covenant for any purpose, provided such amendment has no material adverse effect upon the title to real property subject to the Covenant without the consent of the affected Owner(s); and has no material adverse effect upon any right, privilege, or protection specifically granted to Owners hereunder without the consent of the affected Owner(s).

C. Accordingly, Founder now desires to amend the Covenant to make that certain real property described in the attached **EXHIBIT A** ("Subject Property") subject to the Covenant.

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

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

2. Subject to Covenant. The Subject Property shall be subject to the Covenant.

3. Full Force and Effect. Except as specifically modified herein, the Covenant shall remain in full force and effect.

[Signatures appear on following page.]

EXECUTED as of the day and year first above written.

FOUNDER:

NEW SUNCADIA, LLC,
a Delaware limited liability company

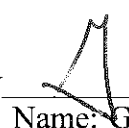
By: Suncadia Operating Member, LLC,
a Delaware limited liability company
Its Managing Member

By: LDD Suncadia Manager, Inc.,
a Delaware corporation
Its Manager

By


Name: Paul Eisenberg
Its: Senior Vice President

By


Name: Gary Kittleson
Its: Vice President

STATE OF WASHINGTON }
COUNTY OF KITTITAS } ss.

On this day personally appeared before me Paul Eisenberg and Gary Kittleson, to me known to be the Senior Vice President and Vice President, respectively, of LDD Suncadia Manager, Inc., a Delaware corporation and Manager of Suncadia Operating Member, LLC, a Delaware limited liability company and Managing Member of **NEW SUNCADIA, LLC**, the 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 29th day of December, 2015.



Terra B. Logg-Sybertz
Printed Name Terra B. Logg-Sybertz
NOTARY PUBLIC in and for the State of Washington,
residing at Cle Elum
My Commission Expires 5-17-2016

EXHIBIT A

ADDITIONAL PROPERTY

Lot C, of that certain Survey recorded August 11, 2005, under Auditor's File No. 200508110028 and filed in Book 31 of Surveys, Pages 158-161, records of Kittitas County, State of Washington; being a portion of Section 19, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

Note: For purposes of this Covenant, the above-described real property is designated as residential.