

**COVENANT FOR
COMMUNITY ENHANCEMENT FUND
OF
SUNCADIA**

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925

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**SECOND
AMENDED AND RESTATED COVENANT
FOR
COMMUNITY ENHANCEMENT
OF
SUNCADIA**

Grantor:	MOUNTAINSTAR RESORT DEVELOPMENT, LLC	
Grantee:	PLATS OF MOUNTAINSTAR	
Legal Description (abbreviated):	Portion of Sections 19, 20, 28, 29 and 30, T20N, R15E, W.M.	
☒ Additional on :	Exhibit A	
Assessor's Tax Parcel ID #:	20-15-29000-0009 20-15-29000-0001 20-15-19000-0016 20-15-20000-0015	20-15-30000-0020 20-15-19000-0008 20-15-20000-0010
Reference Nos. of Documents Released or Assigned:	200311180019 200402170064	

TABLE OF CONTENTS

	Page
ARTICLE 1. DEFINITIONS	2
ARTICLE 2. BACKGROUND	3
ARTICLE 3. MISSION STATEMENT	4
ARTICLE 4. THE FUND	4
4.1. Fund Powers.....	4
4.2. Governing Documents.....	4
4.3. Fund Activities	5
4.4. Funding	6
(a) Use and Consumption Fees	6
(b) Endowment.....	6
(c) Grants.....	6
(d) Community Enhancement Fee.....	6
4.5. Lien Rights.....	7
4.6. Advisory Panel	7
ARTICLE 5. TOOLS FOR COMMUNITY ENHANCEMENT.....	7
5.1. Fund Director.....	7
5.2. Community Education and Training.....	8
5.3. Volunteerism	8
(a) Interest Groups.....	8
(b) Support	8
(c) Publicizing Interest Groups	9
5.4. Education as an Amenity.....	9
ARTICLE 6. FUND'S COMMUNITY PROPERTY	9
6.1. Ownership and Maintenance of Property.....	9
6.2. Conveyance of Property by the Founder	9
6.3. Conveyance of Property from Other Persons.....	10
6.4. Dedication of Fund Property	10
6.5. Easements Reserved to the Founder	10

6.6.	Facilities and Services Open to the Public	10
ARTICLE 7.	DISPUTE RESOLUTION	10
7.1	Mediation/Arbitration	10
7.2	Selection of Arbitrator	10
7.3	Consolidated Arbitration	11
7.4	Discovery	11
7.5	Evidence	11
7.6	Excluded Matters	11
7.7	Costs and Attorneys' Fees	12
7.8	Survival	12
ARTICLE 8.	EXPANSION OF SUBJECT PROPERTY	12
ARTICLE 9.	AMENDMENTS TO THIS COVENANT	13
ARTICLE 10.	THE COVENANT'S DURATION.....	14
EXHIBIT A	LAND INITIALLY SUBMITTED	
EXHIBIT B	ADDITIONAL PROPERTY	
EXHIBIT C	FORMULA FOR CALCULATING COMMUNITY ENHANCEMENT FEE	

**SECOND
AMENDED AND RESTATED COVENANT
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OF
SUNCADIA**

THIS SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF MOUNTAINSTAR RESORT ("Covenant") is dated for reference purposes June 28, 2004 and is made by MOUNTAINSTAR RESORT DEVELOPMENT, LLC, a Delaware limited liability company ("Founder"), doing business as **SUNCADIA DEVELOPMENT COMPANY**.

This Second Amended and Restated Covenant is made for the purpose of amending and restating in its entirety that certain Amended and Restated Covenant for Community Enhancement of MountainStar Resort as recorded under Kittitas County Auditor's File No. 200402170064 ("First Amended and Restated Covenant") which was an amendment and restatement of The Covenant for Community Enhancement of MountainStar Resort originally recorded under Kittitas County Auditor's File No. 200311180019 ("Original Covenant"). The primary purpose for the recording of this Second Amended and Restated Covenant is to reflect the change in name of the planned development formerly known as "MountainStar Resort" to "Suncadia".

This Second Amended and Restated Covenant is made and recorded by Founder pursuant to Article 9 of the First Amended and Restated Covenant.

RECITALS

A. Suncadia is a master planned development located in Kittitas County, Washington. The Founder is the developer of Suncadia. The Founder previously subjected the real property described in **Exhibit A** attached hereto ("Subject Property") to the First Amended and Restated Covenant and the Original Covenant. The First Amended and Restated Covenant and the Original Covenant reserved to the Founder the right to amend and restate it as provided herein.

B. To provide for the enhancement of the Suncadia community, the Founder has established The Suncadia Fund for Community Enhancement ("Fund") to serve as a unifying entity for the Subject Property and to administer the terms of this Covenant.

C. The Fund may own, maintain and operate real property and improvements. The Fund may also maintain and operate property it does not own, may provide community services benefiting all or portions of the Subject Property, and may engage in any other activity authorized or permitted by this Covenant. To pay for expenses of the Fund, any natural person, corporation, partnership, limited liability company, trustee or other legal entity acquiring property subject to this Covenant shall be obligated to pay a Community Enhancement Fee (as defined below). In

addition, the Fund may charge use and consumption fees for the use and enjoyment of activities, services, programs, and facilities provided by or through the Fund.

D. In addition to the Subject Property described in **Exhibit A**, any additional real property made subject to this Covenant in the future shall be owned, conveyed, and used subject to all of its provisions which shall run with the title to such Subject Property. This Covenant shall be binding upon all Persons having any right, title, or interest in any portion of the Subject Property, their heirs, successors, successors-in-title and assigns.

ARTICLE 1. DEFINITIONS

1.1. **"Additional Property"** means any of the real property described in the attached **Exhibit B**, whether or not owned by Founder, which may be made subject to this Covenant as provided in Article 8.

1.2. **"Articles"** means the Articles of Incorporation of the Fund.

1.3. **"Associations"** means the various associations established pursuant to the Declarations.

1.4. **"Board of Trustees"** means the Board of Trustees of the Fund as established by the Articles.

1.5. **"Bylaws"** means the Bylaws of the Fund as adopted and amended by the Board from time to time.

1.6. **"Community Enhancement Fee"** means the fee established pursuant to Section 4.4 for the purpose of supporting the activities of the Fund.

1.7. **"Declarations"** means the Residential Declaration, the Community Declaration, and such other declarations as are generally described in Article 2.

1.8. **"Founder"** means MountainStar Resort Development, LLC, a Delaware limited liability company, doing business as Suncadia Development Company, and its successors and assigns if such successor or assignee should acquire Founder's interest in the remainder of Suncadia, or less than all of such property if a recorded instrument executed by Founder assigns to the transferee all of the rights of Founder under this Covenant with respect to such portion of Suncadia.

1.9. **"Fund"** means The Suncadia Fund for Community Enhancement, a Washington nonprofit corporation, to be formed to administer the terms of this Covenant, and the Fund's successors and assigns.

1.10. "Fund's Community Property" means all real and personal property, including easements and leaseholds, designated as such in this Covenant, in any Supplemental Declaration subjecting Additional Property within Suncadia to this Covenant or in any conveyance to the Fund, and for which the Fund has maintenance, insurance, operating or other responsibility under this Covenant or other agreements entered into by the Fund. The Fund's Community Property shall also include all real and personal property which the Fund owns, leases or otherwise holds possessory or use rights in, all in accordance with this Covenant.

1.11. "Owner" means the Person or Persons, including Founder, owning any of the Subject Property, but does not include a tenant or holder of a leasehold interest or a mortgagee or other Person holding only a security interest in such Subject Property. If any such Subject Property is sold under a recorded real estate installment sale contract, the purchaser (rather than the seller) will be considered the Owner unless the contract specifically provides to the contrary.

1.12. "Person" means a human being, corporation, partnership, limited liability company, trustee or other legal entity.

1.13. "Subject Property" means all of the land within Suncadia made subject to this Covenant, including all subsequent additions thereto, but excluding any property withdrawn from the provisions of this Covenant.

1.14. "Suncadia " means the master planned development located in Kittitas County, Washington, and made subject to the Amended and Restated Declaration of Covenants and Easements for Suncadia Community Improvements as recorded with the Kittitas County Auditor and as subsequently amended ("Community Declaration").

1.15. "Supplemental Declaration" means an instrument recorded pursuant to Article 8 below which subjects Additional Property to this Declaration.

ARTICLE 2. BACKGROUND

While Suncadia is a master planned development, the Founder intends for it to be much more than a "planned real estate development." The Founder believes that, by purchasing property in Suncadia, Owners have signaled that they share this goal and desire to create a dynamic and vital community, not just a real estate development.

This Covenant creates an administrative structure with the power and responsibility (i) to initiate programs, activities, and services, (ii) to own, operate and dispose of property and capital improvements, and (iii) to respond to Owner's individual and collective creativity and interests. This administrative structure is The Suncadia Fund for Community Enhancement. The Fund will have the necessary powers to administer this Covenant and to engage in a broad range of community activities. The Fund will be supported by fees and other revenue sources described in this Covenant and will have all the other powers of a Washington nonprofit corporation.

In addition to this Covenant, residential property within Suncadia is subject to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Suncadia Residential Areas as recorded with the Kittitas County Auditor and as subsequently amended ("Residential Declaration"). The Founder intends that commercial properties will be subject to a similar declaration. In addition, all property within Suncadia will be subject to the Amended and Restated Declaration of Covenants and Easements for Suncadia Community Improvements as recorded with the Kittitas County Auditor and as subsequently amended ("Community Declaration"). The foregoing declarations and such other declarations that may be recorded from time to time for Suncadia are collectively referred to herein as the "Declarations". Under the terms of the Declarations, certain associations ("Associations") will be created including, without limitation, the Suncadia Residential Owners Association and the Suncadia Community Council. Nothing in this Covenant shall limit or modify the rights, obligations, duties or other matters set forth in the Declarations or the power and authority or duties of the Associations.

ARTICLE 3. MISSION STATEMENT

The mission of the Fund is to provide a source of funding and organization for activities and investments that will create and enhance a dynamic and vital community experience for the Owners. The Fund will have the ability to participate in a broad range of activities intended to improve the social, cultural, economic and environmental conditions of Suncadia and its immediate environs, including the Town of Roslyn, the City of Cle Elum and the City of South Cle Elum. The nature of the Fund's investments will inevitably change as the community that it supports grows and evolves over time; it will, however, remain focused on enhancing the lives of the members of the community through its potentially far-reaching endeavors.

ARTICLE 4. THE FUND

4.1. Fund Powers. The Fund shall have such express or implied powers as are reasonably necessary to create and provide activities, services and programs, and to maintain and manage property for the common good and general welfare of Suncadia and surrounding areas of Kittitas County. The Fund may create and/or work cooperatively with for-profit and nonprofit entities that may or may not be tax-exempt organizations and it may employ any of the tools for community enhancement discussed in Article 5.

4.2. Governing Documents. The Fund will be overseen by the Board of Trustees and will act consistently with this Covenant, the Fund's Articles of Incorporation and Bylaws, and Washington law to achieve the missions and goals set forth in this Covenant and to assist in the realization of the vision of community for Suncadia.



4.3. Fund Activities. The Fund shall organize, fund, and administer such activities, services, and programs necessary, desirable, and appropriate to fulfill the Fund's mission. Such activities may include, but are not limited to, the following:

- (a) educational programs;
- (b) services to benefit Owners and residents of Suncadia and surrounding areas;
- (c) establishment or funding of interest groups and other volunteer organizations and activities;
- (d) support of applicable educational trusts or endowments;
- (e) social programs (e.g., parties, festivals, and similar events);
- (f) environmental programs (e.g., community-wide recycling, tree planting, or wildlife enhancement);
- (g) activities designed to promote compliance with community standards through education, communication, and grass roots support;
- (h) public relations activities to advance the Fund's programs and activities;
- (i) cultural, artistic, and wellness programs;
- (j) acquisition, operation and preservation of environmental, historical or community interest sites;
- (k) computer Internet or intranet sites;
- (l) learning centers;
- (m) strategic partnerships among local schools or public entities (e.g., library, fire district, hospital district, museum, historical preservation or other community enhancement organizations); and
- (n) other services, activities, and programs which advance the Fund's mission.

The Fund may contract with other entities, including the Founder, to provide activities, services, programs, and the necessary facilities to accomplish the mission. The Fund may also coordinate partnerships with schools or corporate sponsors for the purpose of organizing or facilitating the above community building endeavors.

4.4. Funding



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Page: 9 of 21
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(a) **Use and Consumption Fees.** The Fund may charge use and consumption fees to any Person who uses its services or facilities. The Fund shall have the sole discretion to establish the amount and method of determining use or consumption fees. The Fund may charge lower use and consumption fees to Owners than to non-Owners.

(b) **Endowment.** The Fund may establish, cooperate with, or seek support from an endowment or trust to fulfill its mission. The Fund may solicit and collect donations from the public, residents or corporate sponsors to fund any such endowment or trust to fulfill its mission.

(c) **Grants.** The Fund may seek to qualify for private or public grants.

(d) **Community Enhancement Fee.**

(i) **Authority.** The Fund shall have the authority to establish and collect a Community Enhancement Fee applicable to all Subject Property designated residential or commercial. The Community Enhancement Fee may vary depending upon the use of the Subject Property (i.e., residential or commercial).

(ii) **Amount of Fee.** The Fund has the sole discretion to determine the amount and method of calculating any Community Enhancement Fee. Initially the fee shall be imposed in accordance with the formula set forth on **Exhibit C**. In the future the Fund may elect to alter the method of calculating the fee. The fee may be based upon a sliding scale, which varies according to the gross selling price of the property or such other factors as the Fund deems appropriate. In no event, however, may any alternative method of calculation adopted by the Fund result in an increase in the total amount of the Community Enhancement Fee otherwise payable by an Owner pursuant to **Exhibit C**.

(iii) **Purpose of Fee.** All Community Enhancement Fees shall be used exclusively for purposes consistent with the Fund's mission and with the purposes for which the Fund was created.

(iv) **Exempt Transfers.** The following acquisitions of any portion of the Subject Property will be exempt from the Community Enhancement Fee: (a) those made by the Founder or any of its affiliates; (b) those made by any Person acquiring property directly from the Founder or any of its affiliates; (c) those made by a commercial builder for purposes of development and resale; (d) those made by any Person who was a co-Owner immediately prior to the transfer; (e) those made by a family trust or partnership controlled by the transferring Owner; (f) those made by an Owner's estate, surviving spouse or child upon the death of the Owner; (g) those made by any entity wholly owned by the transferring Owner, provided that any subsequent acquisition of an interest in the entity will be subject to the Community Enhancement Fee; and (h) those made by an institutional lender pursuant to a mortgage or upon foreclosure of a mortgage.



4.5. Lien Rights. The Fund has a lien against each property which is subject to this Covenant to secure payment of delinquent fees and charges as well as interest on the past due amount, late charges, and costs of collection (including attorneys' fees). The lien is superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; (b) the lien or charge of any recorded first mortgage (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value; and (c) the liens for common expenses of the Suncadia Residential Owners Association, the Suncadia Community Council and any association of Suncadia commercial owners that the Founder may establish. The lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure, in the same manner as the Associations' liens. The Fund may sue for unpaid Community Enhancement Fees and other charges authorized in this Covenant without foreclosing or waiving the lien securing the amount due.

4.6. Advisory Panel. The Board of Trustees is charged with the responsibility of keeping apprised of community and resident related matters. In order to facilitate an open exchange of ideas at Suncadia, the Fund may organize an advisory panel for the specific purpose of collecting Owner and community-related information, such as Owner opinions, interests, grievances, and attitudes. To the extent possible, the Fund will take Owner opinion and interest into consideration when performing its duties and responsibilities.

The Fund will determine how the advisory panel is selected and how the advisory panel will serve, e.g., serve on an ad hoc basis, per assignment, or on an on-going basis. The advisory panel shall be comprised of a cross-section of people who live or work in Suncadia, such as Owners of various product types, Owners with varying interests, Owners of varying age groups, or employees of various community businesses.

ARTICLE 5. TOOLS FOR COMMUNITY ENHANCEMENT

5.1. Fund Director. The Fund may create and fund the position of a "Director," whose role shall be to provide leadership for the overall planning, development, implementation, and continuing evaluation of programs, activities and services to carry out the Fund's mission. The Director shall report to the Board of Trustees and may be an employee or independent contractor.

The Director's specific responsibilities shall be determined by the Board of Trustees and may include the following:

- (a) creating accessible opportunities for Owners to participate in and volunteer their time and skills for community events and activities;
- (b) working with volunteers and staff members and cooperating with the Fund's Board of Trustees and the Associations' boards of directors to implement the Fund's objectives and administer its daily affairs;

- (c) coordinating, promoting, and facilitating community-wide cultural, artistic, musical, athletic, and social events and activities;
- (d) conducting educational programs and contracting for and coordinating continuing education programs and opportunities;
- (e) seeking out new opportunities for building community life for the people served by the Fund;
- (f) working with other organizations whose missions are consistent or complementary with the Fund's mission.

The Director's responsibilities may also include those agreed upon by the Director and the Board of Trustees, so long as such responsibilities do not hinder, limit, or otherwise interfere with the fulfillment of Director's responsibilities outlined above.

The Director shall be employed or otherwise contracted for by the Fund and shall be entitled to attend and participate in meetings of the Board of Trustees; however, in the case of discussions regarding the Director's employment the Director may be excluded from meetings of the Board of Trustees. The Fund may enact policies to ensure the successful creation, staffing, funding, operation, execution of duties, and continuity of the Director position.

5.2. Community Education and Training. The Fund may establish education, training, and orientation programs, including "continuing" education programs. The Fund may utilize any appropriate method to achieve these education goals, including a community intranet; learning centers, computer centers, and business centers; and coordinated activities with the Director, one or more Fund committees, the Board of Trustees, or the Associations.

5.3. Volunteerism. Because volunteerism benefits both Suncadia and the larger community, the Fund shall promote a strong volunteer ethic among Owners and encourage and facilitate the organization of volunteer organizations within Suncadia. To accomplish this end, the Fund may grant incentives for volunteering, such as exemptions from specific program fees and public recognition of distinguished volunteers and their achievements. The Fund also may cooperate with and support outside organizations, such as recreational leagues or cultural organizations, by making facilities available for the organization's use or sponsoring the organization's activities.

(a) **Interest Groups.** In its discretion, the Fund may establish or support the establishment of "interest groups" to encourage or facilitate the gathering of people to pursue common interests or hobbies. For example, the Fund may grant privileges including financial support; material support; facility use privileges, either with or without charge; priority for facility use; and administrative and technical support.

(b) **Support.** The Fund may grant support to any group of individuals who share a particular field of interest. Any Owner, tenant, or resident may submit a written request to

the Director for support. The Fund may fund the interest group and/or require that group members pay use or consumption fees for materials, facilities use, or other expenses.

(c) **Publicizing Interest Groups.** The Director may use computer bulletin boards, web sites, and publications to assist interest groups and other community groups, civic groups, youth organizations, and support groups in publicizing meetings, events, and the need for volunteer assistance. However, the Fund may not fund the specific advertising or promotion of a interest group's events or another volunteer group's events, unless the Fund, in its discretion, determines that such events or organizations benefit the entire community.

5.4. Education as an Amenity. Continuing education and learning opportunities are community amenities to be enjoyed by all Owners. The range of continuing education opportunities being offered at Suncadia should be determined by resident interest, participation and satisfaction. Within budgetary constraints, the Fund should attempt to provide a variety of continuing education opportunities that reflect the diverse interests of the community and its residents.

ARTICLE 6. FUND'S COMMUNITY PROPERTY

6.1. Ownership and Maintenance of Property. The Fund may own and maintain the Fund's Community Property subject to every Owner's right and non-exclusive easement of use, access, and enjoyment, the rights and powers of the Fund as set forth in the Fund's governing documents, and any terms, conditions, covenants, or restrictions set forth in the instrument conveying such property to the Fund.

The Fund may enact reasonable rules and regulations governing access, use, and enjoyment of the Fund's Community Property so long as the rules and regulations are applied equally to all Owners. Every Owner and the Associations shall comply with such rules and regulations. In addition, the Founder or the Fund may grant exclusive and/or non-exclusive easements over the Fund's Community Property to nonprofit organizations, the operation of which confers some benefit on Suncadia and the surrounding community.

6.2. Conveyance of Property by the Founder. So long as the Founder owns any property described in **Exhibit A** or **Exhibit B**, the Founder may convey to the Fund, improved or unimproved real estate located within Suncadia, personal property, and leasehold or other property interests. In addition, the Founder may assign to the Fund maintenance responsibility for real or personal property in which the Fund has an ownership, lease or easement interest. The Fund shall accept and maintain, operate, and manage such property as part of the Fund's Community Property. The Fund also shall perform, as an expense of the Fund, such obligations and responsibilities with respect to such property as the Founder may assign in writing.

In recognition of the fact that the Founder may convey real property to the Fund at no cost to the Fund, if conveyed in error or needed to make minor adjustments in property lines, the Founder, for so long as it owns property described in **Exhibit A** or **Exhibit B**, may unilaterally

amend this Covenant to withdraw property from its coverage and may require the Fund to reconvey unimproved real property to the Founder or to other Persons.

6.3. Conveyance of Property from Other Persons. Under negotiated terms, the Fund may acquire and maintain improved or unimproved real estate, personal property, easements, and leasehold or other property interests from other Persons.

6.4. Dedication of Fund Property. Subject to the approval of and acceptance by such entity, the Fund may dedicate, lease, grant easements in, or convey portions of any real property it owns to any local, state, or federal governmental or quasi-governmental entity, provided the Board of Trustees have determined, in their reasonable discretion, that such entity has the financial capacity and commitment properly to maintain the dedicated property.

6.5. Easements Reserved to the Founder. There is hereby reserved to the Founder and granted to its duly authorized agents, representatives, successors, assigns, licensees, and mortgagees, a perpetual, non-exclusive easement over property the Fund owns for the use, access, and development of property described on the attached **Exhibit B**. This easement includes, but is not limited to, a right of ingress and egress over such property for construction of roads and for tying in and installation of utilities on such property. Founder also reserves for itself the non-exclusive right and power to grant and record specific easements as may be necessary, in Founder's sole discretion, in connection with the orderly development of the property.

6.6. Facilities and Services Open to the Public. Certain facilities and areas within the Fund's Community Property may be made available for use and enjoyment of the public. Such facilities and areas may include, by way of example: trails and paths; greenbelts; parks and other spots conducive to gathering and interaction. The Founder may designate such facilities and areas as open to the public at the time the Founder makes such facilities and areas a part of the Fund's Community Property or the Board of Trustees may do so thereafter.

ARTICLE 7. DISPUTE RESOLUTION

7.1. Mediation/Arbitration. Any claim, controversy or dispute by or among Founder, the Fund, any Association or one or more Owners, or any of them, arising out of or related to this Covenant or the Bylaws shall be first subject to mediation and, if not timely settled by mediation, resolved by arbitration in accordance with this Article 7. The parties may, however, opt to forego mediation and submit the matter directly to arbitration as provided in this Covenant. The decisions and award of the arbitrator shall be final, binding and nonappealable. The arbitration shall be conducted in Kittitas County, Washington, pursuant to the arbitration statutes of the State of Washington and any arbitration award may be enforced by any court with jurisdiction. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statute of limitations or for purposes of filing a notice of pending action ("lis pendens").

7.2. Selection of Arbitrator. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties. The arbitrator selected shall be neutral and



unbiased, except to the extent the arbitrator's prior relationship with any party is fully disclosed and consented to by the other party or parties. If the parties are unable to agree upon the arbitrator within ten (10) days after a party's demand for arbitration, upon application of any party, the Presiding Judge of the Superior Court of Kittitas County, Washington shall designate the arbitrator.

7.3. Consolidated Arbitration. Upon demand by any party, claims between or among the parties and third parties shall be submitted in a single, consolidated arbitration.

7.4. Discovery. The parties to the arbitration shall be entitled to such discovery as would be available to them in an action in Kittitas County Superior Court. The arbitrator shall have all of the authority of the Court incidental to such discovery, including without limitation authority to issue orders to produce documents or other materials, to issue orders to appear and submit to deposition, and to impose appropriate sanctions including without limitation award against a party for failure to comply with any order.

7.5. Evidence. The parties to the arbitration may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary for an understanding and determination of the dispute. The arbitrator shall determine the admissibility of the evidence offered. All evidence shall be taken in the presence of the arbitrator and all of the parties, except where any of the parties is absent, in default or has waived its right to be present.

7.6. Excluded Matters. Notwithstanding the foregoing, the following matters shall not be subject to mediation or arbitration under this Article 7 (but shall be subject to the applicable provisions of Section 7.7 below):

(a) actions relating to the collection of the Community Enhancement Fee, and other charges imposed or levied by the Fund (other than disputes as to the validity or amount of such fees, assessments, fines or charges, which disputes shall be subject to mediation/arbitration as provided above);

(b) actions to enforce any order, decision or award rendered by arbitration pursuant to this Article 7;

(c) any action for declaratory or injunctive relief which seeks a determination as to applicability, enforcement, clarification, or interpretation of any provisions of the Covenant;

(d) any action between Owners, which does not include Founder or the Fund as a party;

(e) any action in which any indispensable party is not a party subject to arbitration under this Article 7;

(f) any action as to which any applicable statute of limitations would expire within 180 days of a demand for arbitration having been given, unless the party or parties against

whom the claim is made agree to toll the statute of limitations as to such claim for such period as may reasonably be necessary to comply with the provisions of this Article 7; and

The filing of a lis pendens or the application to any court for the issuance of any provisional process or similar remedy described in the Washington or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the procedures specified in this Article 7.

7.7. Costs and Attorneys' Fees. The fees of any mediator and the costs of mediation shall be divided and paid equally by the parties. Each party shall pay its own attorneys' fees and costs in connection with any mediation. The fees of any arbitrator and the costs of arbitration shall be paid by the nonprevailing party or parties; if none, such fees and costs shall be divided and paid equally by the parties. Should any suit, action or arbitration be commenced in connection with any dispute related to or arising out of this Covenant or the Bylaws, to obtain a judicial construction of any provision of the Covenant or the Bylaws, to rescind this Covenant or the Bylaws or to enforce or collect any judgment or decree of any court or any award obtained during arbitration, the prevailing party shall be entitled to recover its costs and disbursements, together with such investigation, expert witness and attorneys' fees incurred in connection with such dispute, as the court or arbitrator may adjudge reasonable, at trial, in the arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator (with respect to attorneys' fees incurred prior to and during the arbitration proceeding) and by the court or courts, including any appellate or review court, in which such matter is tried, heard or decided, including a court that hears a request to compel or enjoin arbitration or that hears exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such proceedings).

7.8. Survival. The mediation and arbitration agreement set forth in this Article 7 shall survive the transfer by any party of its interest in the Subject Property and the termination of this Covenant.

ARTICLE 8. EXPANSION OF SUBJECT PROPERTY

From time to time, the Founder may submit to the terms of this Covenant any Additional Property by recording a Supplemental Declaration describing the Additional Property to be submitted. The Founder may record such a Supplemental Declaration without the consent of any Person except the Owner of such property, if not the Founder.

The Founder's right to expand the Subject Property under this Article expires when all property described in **Exhibit B** has been submitted to this Covenant or December 31, 2040, whichever is earlier. Until then, the Founder may transfer or assign this right to any Person who is the developer of at least a portion of the real property described in **Exhibit A** or **Exhibit B**. Any such transfer shall be described in a recorded instrument executed by the Founder.

Nothing in this Covenant shall require the Founder or any successor to submit Additional Property to this Covenant or to develop any of the property described in **Exhibit B** in any manner whatsoever.

The Fund may also submit Additional Property to this Covenant by recording a Supplemental Declaration executed by or on behalf of the Fund and the owner(s) of the property being submitted and by the Founder, so long as the Founder owns any portion of the property described on **Exhibit A** or **Exhibit B**.

ARTICLE 9. AMENDMENTS TO THIS COVENANT

This Covenant may be amended unilaterally by the Founder at any time if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any portion of the property subject to this Covenant; (c) to permit any institutional or governmental lender, purchaser, guarantor, or insurer of mortgage loans to make, purchase, guarantee, or insure mortgage loans; or (d) to satisfy the requirements of any local, state, or federal governmental agency.

In addition, for so long as the Founder has authority under the Fund Bylaws to appoint the members of the Board of Trustees, the Founder may unilaterally terminate this Covenant and dissolve the Fund.

Through December 31, 2040, if the Founder owns any property described on **Exhibit A** or **Exhibit B**, the Founder may unilaterally amend this Covenant for any other purpose, provided such amendment has no material adverse effect upon the title to real property subject to this 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).

In addition, except as otherwise specifically provided herein, this Covenant may be amended or terminated upon the affirmative vote or written consent, or any combination thereof, of at least 75% of the Owners, other than the Founder, and a majority of the Board of Trustees, with Founder's consent so long as the Founder owns any property described on **Exhibit A** or **Exhibit B**, provided that no amendment may remove, revoke, increase, decrease, or modify any right, privilege, or obligation of the Founder or any of the Associations without the Founder's or the Association's written consent, as applicable.

Amendments to this Covenant are effective upon recordation unless a later effective date is specified. Any procedural challenge to an amendment must be made within six months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provision of this Covenant.

ARTICLE 10.
THE COVENANT'S DURATION

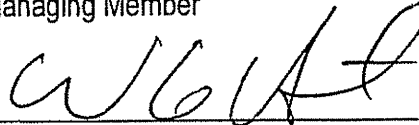
Unless terminated as provided herein, this Covenant shall have perpetual duration. If Washington law limits the period during which covenants may run with the land, then to the extent consistent with such law, this Covenant shall automatically be extended at the expiration of such period for successive 20-year periods.

IN WITNESS WHEREOF, the undersigned Founder has executed this Covenant the day and year first above written.

FOUNDER:

MOUNTAINSTAR RESORT
DEVELOPMENT, LLC,
a Delaware limited liability company,
d/b/a SUNCADIA DEVELOPMENT COMPANY

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

By 
Name: WILLIAM G. HUNT
Its: EVP

By 
Name: DEL E. GOEHRING
Its: Vice President

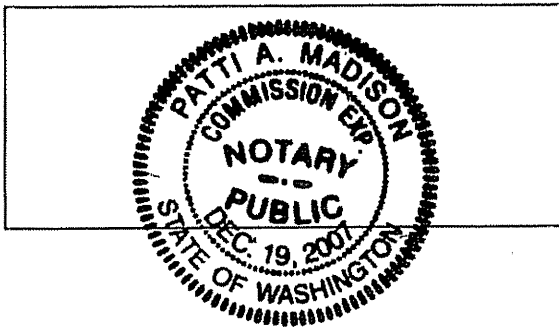
STATE OF WASHINGTON

COUNTY OF KITTITAS

SS.

On this day personally appeared before me William G Hunt and Del E. Goehring, to me known to be the President and Vice President, respectively, of Easton Ridge Investors, LLC, a Delaware limited liability company and Managing Member of MOUNTAINSTAR RESORT DEVELOPMENT, LLC, the Delaware limited liability company, d/b/a **SUNCADIA DEVELOPMENT 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 13 day of July, 2004.



Patti A Madison
Printed Name PATTI A. MADISON
NOTARY PUBLIC in and for the State of Washington,
residing at 4420 Red Bridge Rd, Elmer
My Commission Expires December 19, 2007

EXHIBIT A

LAND INITIALLY SUBMITTED

The following real property as shown on the Plat of MOUNTAINSTAR DIVISION 1A, recorded in Kittitas County, Washington, Volume 8 of Plats, pages 241 to 274:

Units: Lots 1 through 247, inclusive.

The following real property as shown on the Plat of MOUNTAINSTAR PHASE 1, DIVISION 2, recorded in Kittitas County, Washington, Volume 9 of Plats, Pages 8 to 38:

Units: Lots 1 through 166

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

EXHIBIT B

ADDITIONAL PROPERTY

Any land, whether or not owned by Founder, which is made a part of Suncadia in accordance with the MPR Project Development Permit issued by Kittitas County on October 10, 2000, together with the Development Agreement also dated October 10, 2000 for MountainStar Resort, as the same may hereafter be amended.

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 calculated pursuant to formula to be set forth by an amendment to this Covenant. Such amendment may be recorded by Founder on its sole signature prior to the any such commercial property being encumbered by this Covenant and made a part of the Subject Property.
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.

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925



200410080060

Page: 1 of 4

10/08/2004 04:36P

MDOC 21 00

REVIEWED BY

KITITITAS COUNTY TREASURER

DEPUTY

DATE 10-8-04

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

Grantor:	MOUNTAINSTAR RESORT DEVELOPMENT, LLC	
Grantee:	PLATS OF SUNCADIA	
Legal Description (abbreviated):	Portion of Section 19, 20, 29 and 30, T20N, R15E, W.M.	
☒ Additional on:	Exhibit A	
Assessor's Tax Parcel ID #:	20-15-18030-0012 20-15-19000-0008 20-15-19000-0016 20-15-20000-0010 20-15-20000-0015 20-15-29000-0001	20-15-29000-0009 20-15-30000-0020 20-14-23000-0009 20-14-23000-0010 20-14-24000-0001 20-14-24000-0005
Reference Nos. of Documents Released or Assigned:	200311180019 200402170064 200407200039	

THIS FIRST SUPPLEMENT TO THE SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("First Supplement") is dated for reference purposes October 5, 2004 by MOUNTAINSTAR RESORT DEVELOPMENT, LLC, a Delaware limited liability company ("Founder") doing business as **SUNCADIA DEVELOPMENT COMPANY**.

**RECITALS**

A. Founder is the Founder under The Covenant for Community Enhancement of MountainStar Resort as recorded under Kittitas County Recording No. 200311180019 and as amended and restated in its entirety first under Kittitas County Recording No. 200402170064 and subsequently under Kittitas County Recording No. 200407200039 (collectively, the "Covenant").

B. Pursuant to the terms of the conditions of the Covenant, Declarant wishes 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:

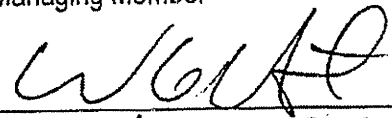
1. **Definitions.** Except as otherwise specifically provided in this First Supplement, capitalized terms used herein shall have the meanings set forth in the Covenant.
2. **Subject to Covenant.** The Subject Property shall be subject to the Covenant.
3. **Full Force and Effect.** Except as specifically modified herein, the Covenant shall remain in full force and effect.

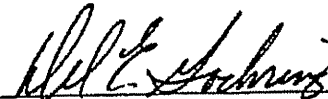
IN WITNESS WHEREOF, the undersigned Founder has executed this First Supplement the day and year first above written.

FOUNDER:

**MOUNTAINSTAR RESORT
DEVELOPMENT, LLC,**
a Delaware limited liability company

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

By: 
Name: WILLIAM G. HUNT
Its: EVP

By: 
Name: DEL E. GOEHRING
Its: VICE PRESIDENT

STATE OF WASHINGTON

COUNTY OF KITTITAS

SS.

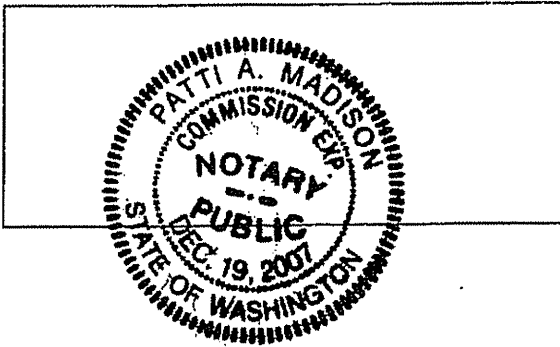


200410080060

Page: 3 of 4
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MDOC 21.00

On this day personally appeared before me William G Hunt
and Del E. Goehring, to me known to be the EVP and
VP, respectively, of Easton Ridge Investors, LLC, a Delaware limited liability
company and Managing Member of MOUNTAINSTAR RESORT DEVELOPMENT, 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 6 day of October, 2004.



Patti A Madison
Printed Name PATTI A MADISON
NOTARY PUBLIC in and for the State of Washington,
residing at Chelan
My Commission Expires December 19, 2007



200410080050

Page: 4 of 4

10/08/2004 04:36P

MDOC 21.00

Kittitas Co Auditor LATHROP ET AL

EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of SUNCADIA — PHASE 3 DIVISIONS 1 TO 5 (TUMBLE CREEK) recorded in the County of Kittitas, State of Washington, in Book 9 of Plats, pages 51 through 78, under Auditor's File No. 200410080051, records of Kittitas County, Washington:

Units: Lots 1-1 through 1-14
 Lots 2-1 through 2-40
 Lots 3-1 through 3-24
 Lots 4-1 through 4-11
 Lots 5-1 through 5-17

When Recorded, Return to

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925



200410140004
Page: 1 of 4
10/14/2004 11:34A
AMDT 22 00

REVIEWED BY
KITTTITAS COUNTY TREASURER
DEPUTY [Signature]
DATE 10-14-04

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

Grantor:	MOUNTAINSTAR RESORT DEVELOPMENT, LLC	
Grantee:	PLATS OF SUNCADIA	
Legal Description (abbreviated):	Portion of Section 19, 20, 29 and 30, T20N, R15E, W.M.	
☒ Additional on :	Exhibit A	
Assessor's Tax Parcel ID #:	20-15-18030-0012 20-15-19000-0008 20-15-19000-0016 20-15-20000-0010 20-15-20000-0015 20-15-29000-0001	20-15-29000-0009 20-15-30000-0020 20-14-23000-0009 20-14-23000-0010 20-14-24000-0001 20-14-24000-0005
Reference Nos. of Documents Released or Assigned:	200311180019 200402170064 200407200039 200410080060	

THIS SECOND SUPPLEMENT TO THE SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Second Supplement") is dated for reference purposes October 12, 2004 by MOUNTAINSTAR RESORT DEVELOPMENT, LLC, a Delaware limited liability company ("Founder") doing business as **SUNCADIA DEVELOPMENT COMPANY**.

RECITALS

A. Founder is the Founder under The Second Amended and Restated Covenant for Community Enhancement of MountainStar Resort as recorded under Kittitas County Recording No. 200407200039 and as amended by a First Supplement recorded under Kittitas County Recording No. 200410080060 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant now desires to amend the Covenant to correct a scrivener's error in Exhibit A to the First Supplement.

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

1. **Exhibit A.** Exhibit A, as attached to the First Supplement, is hereby amended in its entirety as set forth on the attached EXHIBIT A
2. **Full Force and Effect.** Except as specifically modified herein, the Covenant shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Founder has executed this Second Supplement the day and year first above written

FOUNDER:

MOUNTAINSTAR RESORT
DEVELOPMENT, LLC,
a Delaware limited liability company

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

By: William G. Hunt
Name: William G. Hunt
Its: EVP

By: DEL E. GOEHRING
Name: DEL E. GOEHRING
Its: Vice President



200410140004

Page: 3 of 4

10/14/2004 11:34A

AMDT 22 00

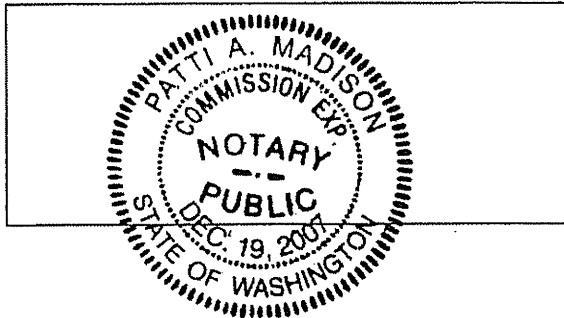
STATE OF WASHINGTON

COUNTY OF KITTITAS

SS

On this day personally appeared before me William B Hunt
and DEL E Goehring, to me known to be the EVP and
VP, respectively, of Easton Ridge Investors, LLC, a Delaware limited liability
company and Managing Member of MOUNTAINSTAR RESORT DEVELOPMENT, 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 13 day of October, 2004.



Patti A Madison
Printed Name Patti A. Madison
NOTARY PUBLIC in and for the State of Washington,
residing at Ellym
My Commission Expires December 19, 2007

EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of SUNCADIA — PHASE 3 DIVISIONS 1 TO 5 (TUMBLE CREEK) recorded in the County of Kittitas, State of Washington, in Book 9 of Plats, pages 51 through 78 under Auditor's File No. 200410080054 records of Kittitas County, Washington:

Units: Lots 1-1 through 1-14
 Lots 2-1 through 2-40
 Lots 3-1 through 3-28
 Lots 4-1 through 4-11
 Lots 5-1 through 5-17

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925



200505040004

Page: 1 of 4

05/04/2005 09:13A

Kittitas Co Auditor LATHROP ETAL MDOC

22 00

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

Grantor:	<u>SUNCADIA, LLC</u>		
Grantee:	<u>PLATS OF SUNCADIA</u>		
Legal Description (abbreviated):	<u>Portions of Sections 19, 20, 29 and 30, T20N, R15E, W.M.</u>		
☒ Additional on:	<u>EXHIBIT A</u>		
Assessor's Tax Parcel ID #:	20-15-20040-0003	20-15-20040-0008	20-15-20040-0009
	20-15-20012-0001	20-15-20012-0003	20-15-20013-0001
	20-15-20013-0003	20-15-20013-0005	20-15-20040-0004
	20-15-20040-0010	20-15-20040-0002	20-15-21030-0022
	20-15-28000-0005	20-15-29000-0004	20-15-21030-0044
	20-15-19000-0010	20-15-20000-0011	20-15-20000-0016
	20-15-20013-0002	20-15-20040-0013	20-15-20040-0011
	20-15-21030-0046	20-15-28000-0015	
Reference Nos. of Documents Released or Assigned:	200407200039		
	200410080060		
	200410140004		

THIS THIRD SUPPLEMENT TO THE SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Third Supplement") is dated for reference purposes May 2, 2005 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 MountainStar Resort as recorded under Kittitas County Recording No. 200407200039, as amended by a First Supplement recorded under Kittitas County Recording No. 200410080060 and a Second Supplement recorded under Kittitas County Recording No. 200410140004 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant now desires to amend the Covenant to make that certain real propertied 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 Third 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.

IN WITNESS WHEREOF, the undersigned Founder has executed this Third Supplement 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

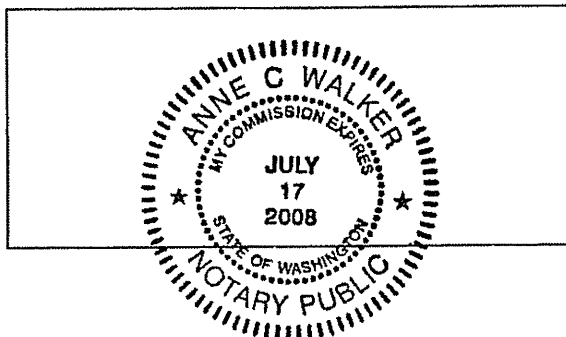
By: [Signature]
Name: William G. Hunt
Its: Executive Vice President

By: [Signature]
Name: Del E. Goehring
Its: Vice President

STATE OF WASHINGTON }
COUNTY OF KITTITAS } ss.

On this day personally appeared before me William G. Hunt and Del E. Goehring, to me known to be the Executive Vice President and 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 2nd day of May, 2005.



[Signature]
Printed Name Anne C. Walker
NOTARY PUBLIC in and for the State of Washington,
residing at Cle Elum
My Commission Expires 7/17/05

EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of Suncadia Phase 1, Division 3, recorded in Kittitas County, Washington, Volume 9 of Plats, pages 94 to 120:

Units: Lots numbered 1 through 159, inclusive.

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

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925



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Page: 1 of 4
06/22/2005 09:35A
22 00

REVIEWED BY
KITITITAS COUNTY TREASURER
DEPUTY A. M. Jones
DATE 6/22/2005

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

Grantor:	<u>SUNCADIA, LLC</u>																														
Grantee:	<u>PLATS OF SUNCADIA</u>																														
Legal Description (abbreviated):	<u>Portions of Sections 13, 14, 15, 23, 24 and 25, T20N, R14E, W.M.</u>																														
☒ Additional on:	<u>EXHIBIT A</u>																														
Assessor's Tax Parcel ID #:	<table><tr><td>20-14-14000-0003</td><td>20-14-14000-0004</td><td>20-14-14000-0011</td></tr><tr><td>20-14-14000-0012</td><td>20-14-15000-0004</td><td>20-14-15000-0006</td></tr><tr><td>20-14-23000-0001</td><td>20-14-23000-0004</td><td>20-14-23000-0006</td></tr><tr><td>20-14-23000-0008</td><td>20-14-23000-0009</td><td>20-14-23000-0010</td></tr><tr><td>20-14-24000-0001</td><td>20-14-24000-0004</td><td>20-14-24000-0005</td></tr><tr><td>20-14-24000-0007</td><td>20-14-24030-0003</td><td>20-14-24030-0004</td></tr><tr><td>20-14-24030-0005</td><td>20-14-24030-0006</td><td>20-14-24030-0007</td></tr><tr><td>20-14-24030-0008</td><td>20-14-24030-0009</td><td>20-14-24030-0010</td></tr><tr><td>20-14-25000-0001</td><td>20-14-25000-0006</td><td>20-14-25000-0009</td></tr><tr><td>20-14-25000-0013</td><td>20-15-18030-0012</td><td></td></tr></table>	20-14-14000-0003	20-14-14000-0004	20-14-14000-0011	20-14-14000-0012	20-14-15000-0004	20-14-15000-0006	20-14-23000-0001	20-14-23000-0004	20-14-23000-0006	20-14-23000-0008	20-14-23000-0009	20-14-23000-0010	20-14-24000-0001	20-14-24000-0004	20-14-24000-0005	20-14-24000-0007	20-14-24030-0003	20-14-24030-0004	20-14-24030-0005	20-14-24030-0006	20-14-24030-0007	20-14-24030-0008	20-14-24030-0009	20-14-24030-0010	20-14-25000-0001	20-14-25000-0006	20-14-25000-0009	20-14-25000-0013	20-15-18030-0012	
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20-14-25000-0001	20-14-25000-0006	20-14-25000-0009																													
20-14-25000-0013	20-15-18030-0012																														
Reference Nos. of Documents Released or Assigned:	<u>200407200039</u> <u>200410080060</u> <u>200410140004</u> <u>200505040004</u>																														

THIS FOURTH SUPPLEMENT TO THE SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Fourth Supplement") is dated for reference purposes May 13, 2005 by SUNCADIA, LLC, a Delaware limited liability company ("Founder").



200506220004

Page: 2 of 4

05/22/2005 09:35A

Kittitas Co Auditor

LATHROP ETAL

MDOC

22 00

RECITALS

A. Founder is the Founder under The Second Amended and Restated ~~Covenant for Community Enhancement of MountainStar Resort~~ as recorded under Kittitas County Recording No. 200407200039, as amended by a First Supplement recorded under Kittitas County Recording No. 200410080060, a Second Supplement recorded under Kittitas County Recording No. 200410140004, and a Third Supplement recorded under Kittitas County Recording No. 200505040004 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant now desires to amend the Covenant to make that certain real propertied 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 Fourth 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.

IN WITNESS WHEREOF, the undersigned Founder has executed this Fourth Supplement 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

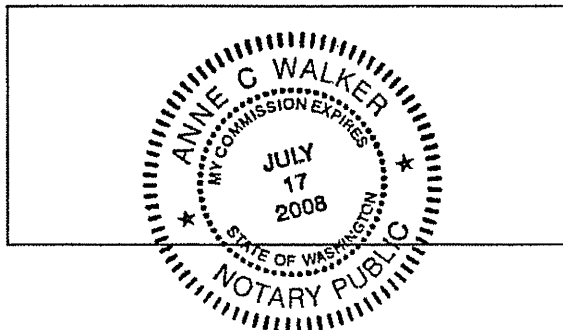
By: [Signature]
Name: William G. Hunt
Its: Executive Vice President

By: [Signature]
Name: Del E. Goehring
Its: Vice President

STATE OF WASHINGTON }
COUNTY OF KITTITAS } ss.

On this day personally appeared before me William G. Hunt and Del E. Goehring, to me known to be the Executive Vice President and 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 16th day of May, 2005.



[Signature]
Printed Name Anne C. Walker
NOTARY PUBLIC in and for the State of Washington,
residing at 7/17/08 Cle Elum
My Commission Expires 7/17/08

EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of Suncadia Phase 3, Divisions 6 to 9 (Tumble Creek), recorded in Kittitas County, Washington, Volume 9 of Plats, pages 190 to 220:

Units: Lots 6-1 through 6-33
Lots 7-1 through 7-40
Lots 8-1 through 8-13
Lots 9-1 through 9-55

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

When Recorded, Return to:



Kittitas Co Auditor LATHROP ET AL MDOC

200512070005

Page: 1 of 4
12/07/2005 09:37A
35 00

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925

REVIEWED BY
KITITAS COUNTY TREASURER
DEPUTY K. Hyslop
DATE 12-7-05

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

Grantor:	<u>SUNCADIA, LLC</u>
Grantee:	<u>PLATS OF SUNCADIA</u>
Legal Description (abbreviated):	<u>Lots 11-1 through 11-21, SUNCADIA – PHASE 3 DIVISION 11 (TUMBLE CREEK)</u>
☒ Additional on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>20-14-24050-0135</u> <u>20-14-24050-0146</u>
Reference Nos. of Documents Released or Assigned:	<u>200407200039, 200410080060</u> <u>200410140004, 200505040004</u> <u>200506220004</u>

THIS FIFTH SUPPLEMENT TO THE SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Fifth Supplement") is dated for reference purposes December 5, 2005 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 MountainStar Resort as recorded under Kittitas County Recording No. 200407200039, as amended by a First Supplement

recorded under Kittitas County Recording No. 200410080060, a Second Supplement recorded under Kittitas County Recording No. 200410140004, a Third Supplement recorded under Kittitas County Recording No. 200505040004, and a Fourth Supplement recorded under Kittitas County Recording No. 200506220004 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant now desires to amend the Covenant to make that certain real propertied 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 Fifth 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.

IN WITNESS WHEREOF, the undersigned Founder has executed this Fifth Supplement 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

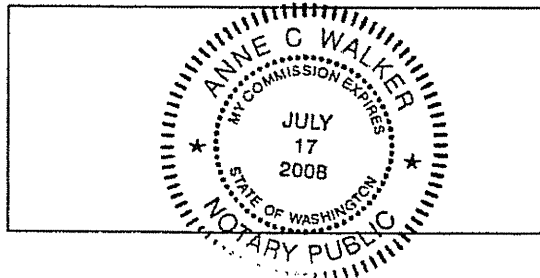
By [Signature]
Name: William G. Hunt
Its: Executive Vice President

By [Signature]
Name: Del E. Goehring
Its: Senior Vice President – Finance

STATE OF WASHINGTON }
COUNTY OF KITTITAS } ss.

On this day personally appeared before me William G. Hunt and Del E. Goehring, to me known to be the Executive Vice President and Senior Vice President – Finance, 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 5th day of December, 2005.



[Signature]
Printed Name Anne C. Walker
NOTARY PUBLIC in and for the State of Washington,
residing at Cle Elum
My Commission Expires 7/17/08



200512070005

Page: 4 of 4
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Kittitas Co Auditor LATHROP ET AL MDOC

EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of Suncadia Phase 3,
Divisions 11 (Tumble Creek), recorded in Kittitas County, Washington,
Volume 9 of Plats, pages 245 to 251:

Units: Lots 11-1 through 11-21

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



200604190031

Page: 1 of 4

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35 00

When Recorded, Return to

Kittitas Co Auditor LATHROP ET AL MDOC

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925

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

Grantor:	<u>SUNCADIA, LLC</u>
Grantee:	<u>PLATS OF SUNCADIA PHASE 1, DIVISION 4</u>
Legal Description (abbreviated):	<u>TRACTS Z-1 AND LOT 248, MOUNTAINSTAR PHASE 1, DIVISION 1 (ALTERATION) RECORDED IN VOL. 10, PAGES 12-45</u>
☒ Additional on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>20-15-29050-0248 and 20-15-29050-0265</u>
Reference Nos. of Documents Released or Assigned:	<u>200407200039, 200410080060 200410140004, 200505040004 200506220004, 200512070005</u>

THIS SIXTH SUPPLEMENT TO THE SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Sixth Supplement") is dated for reference purposes April 18, 2006 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 MountainStar Resort as recorded under Kittitas County Recording No. 200407200039, as amended by

a First Supplement recorded under Kittitas County Recording No. 200410080060, a Second Supplement recorded under Kittitas County Recording No. 200410140004, a Third Supplement recorded under Kittitas County Recording No. 200505040004, a Fourth Supplement recorded under Kittitas County Recording No. 200506220004, and a Fifth Supplement recorded under Kittitas County Recording No. 200512070005 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant 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 Sixth Supplement, capitalized terms used herein shall have the meanings set forth in the Covenant.

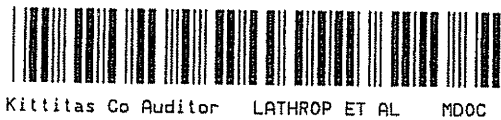
2. **Subject to Covenant.** The Subject Property shall be subject to the Covenant.

3. **Plat Alterations.** As a result of certain changes to previously recorded plats, references in the Covenant are hereby changed to reflect those altered plats, as follows:

3.1 All references in the Covenant to the plat known as MountainStar Division 1A shall hereby refer to MountainStar Phase 1, Division 1, Alteration recorded in Kittitas County, Washington, in Volume 10 of Plats, pages 12 through 45.

3.2 All references in the Covenant to the plat known as MountainStar Phase 1 Division 2 shall hereby refer to MountainStar Phase 1, Division 2 (Plat Alteration) recorded in Kittitas County, Washington, in Volume 9 of Plats, pages 157 through 187.

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

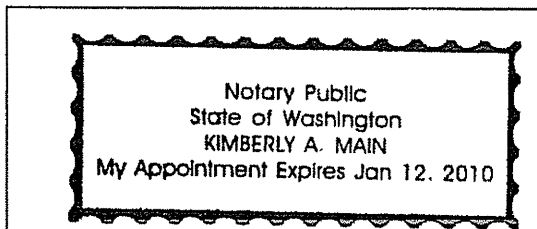
By: William G. Hunt
Name: William G. Hunt
Its: Executive Vice President

By: Del E. Goehring
Name: Del E. Goehring
Its: Senior Vice President – Finance

STATE OF WASHINGTON }
COUNTY OF KITTITAS } ss.

On this day personally appeared before me William G. Hunt and Del E. Goehring, to me known to be the Executive Vice President and Senior Vice President – Finance, 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 19th day of April, 2006.



Kimberly A. Main
Printed Name Kimberly A. Main
NOTARY PUBLIC in and for the State of Washington,
residing at Ronald
My Commission Expires Jan. 12, 2010

EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of Suncadia Phase 1, Division 4, recorded in Kittitas County, Washington, Volume 10 of Plats, pages 50 through 73 :

Units: Lots 1 through 114, inclusive

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



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Page: 1 of 5

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Kittitas Co Auditor LATHROP

MDOC

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When Recorded, Return to

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925

REVIEWED BY

KITITITAS COUNTY TREASURER

DEPUTY

DATE

H. Starks
7-19-2006

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

Grantor:	<u>SUNCADIA, LLC</u>
Grantee:	<u>PLATS OF SUNCADIA</u>
Legal Description (abbreviated):	<u>LOTS 6 AND 7 OF SURVEY RECORDED IN BOOK 30 OF SURVEYS, PAGES 104-107, RECORDS OF KITITITAS COUNTY, WASHINGTON</u>
☒ Additional on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>20-15-19000-0019, 20-15-20000-0008</u>
Reference Nos. of Documents Released or Assigned:	<u>200407200039, 200410080060 200410140004, 200505040004 200506220004, 200512070005 200604190031</u>

THIS SEVENTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Seventh Supplement") is dated for reference purposes July 18, 2006 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 MountainStar Resort as recorded under Kittitas County Recording No. 200407200039, as amended by a First Supplement

recorded under Kittitas County Recording No. 200410080060, a Second Supplement recorded under Kittitas County Recording No. 200410140004, a Third Supplement recorded under Kittitas County Recording No. 200505040004, a Fourth Supplement recorded under Kittitas County Recording No. 200506220004, a Fifth Supplement recorded under Kittitas County Recording No. 200512070005, and a Sixth Supplement recorded under Kittitas County Recording No. 200604190031 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant now desires to amend the Covenant to make that certain real propertied 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 Seventh 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.

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

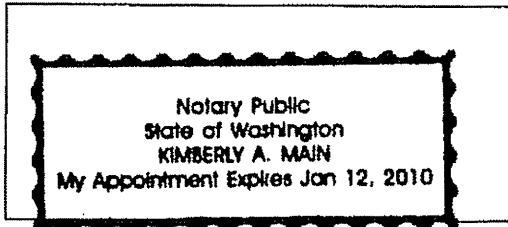
By W G Hunt
Name: William G. Hunt
Its: Executive Vice President

By Del E Goehring
Name: Del E. Goehring
Its: Senior Vice President – Finance

STATE OF WASHINGTON }
COUNTY OF KITTITAS } ss.

On this day personally appeared before me William G. Hunt and Del E. Goehring, to me known to be the Executive Vice President and Senior Vice President – Finance, 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 17th day of July, 2006.



Kimberly A Main
Printed Name Kimberly A Main
NOTARY PUBLIC in and for the State of Washington,
residing at Ronald
My Commission Expires Jan 12, 2010

CONSENT OF BENNETT HOMES KITTITAS, LLC

The undersigned consents to the foregoing Seventh Supplemental Covenant with respect to any right, title or interest it may hold in the Subject Property.

BENNETT HOMES KITTITAS, LLC,
a Washington limited liability company

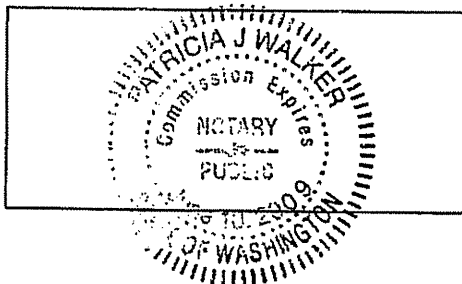
By: Bennett Homes, Inc.,
a Washington corporation
Its Managing Member

By: [Signature]
Name: Todd R. Bennett
Its: Chairman

STATE OF WASHINGTON }
COUNTY OF King } ss.

On this day personally appeared before me Todd R. Bennett, to me known to be the Chairman of Bennett Homes, Inc., a Washington corporation and Managing Member of BENNETT HOMES KITTITAS, LLC, the Washington 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 he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14th day of July, 2006.



[Signature]
Printed Name Patricia J. Walker
NOTARY PUBLIC in and for the State of Washington,
residing at Sammamish, WA
My Commission Expires 6/10/09



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Page: 5 of 5
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Kittitas Co Auditor LATHROP

MDOC

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EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of Suncadia Phase 1, Division 5, recorded in Kittitas County, Washington, Volume 10 of Plats, pages 103 through 109:

Units: Lots 1 through 89, inclusive

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

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925



200508020004
Page: 1 of 4
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REVIEWED BY
KITITIAS COUNTY TREASURER
DEPUTY
DATE 8-2-06

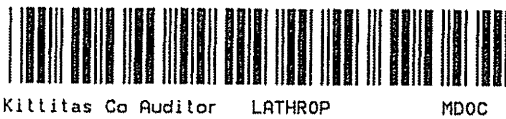
**EIGHTH SUPPLEMENT
TO
SECOND AMENDED AND RESTATED
COVENANT FOR COMMUNITY ENHANCEMENT
OF
SUNCADIA**

Grantor:	<u>SUNCADIA, LLC</u>
Grantee:	<u>PLATS OF SUNCADIA</u>
Legal Description (abbreviated):	<u>TRACT Z-1 OF SUNCADIA - PHASE 3 DIVISION 11 (TUMBLE CREEK), BOOK 9 OF PLATS, PAGES 245-251, RECORDS OF KITITIAS COUNTY, WASHINGTON</u>
☒ Additional on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>20-14-23050-1138, 20-14-23050-1139</u>
Reference Nos. of Documents Released or Assigned:	<u>200407200039, 200410080060 200410140004, 200505040004 200506220004, 200512070005 200604190031, 200607190004</u>

THIS EIGHTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Eighth Supplement") is dated for reference purposes July 31, 2006 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 MountainStar Resort as recorded under Kittitas County Recording No. 200407200039, as amended by a First Supplement



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Page: 2 of 4

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recorded under Kittitas County Recording No. 200410080060, a Second Supplement recorded under Kittitas County Recording No. 200410140004, a Third Supplement recorded under Kittitas County Recording No. 200505040004, a Fourth Supplement recorded under Kittitas County Recording No. 200506220004, a Fifth Supplement recorded under Kittitas County Recording No. 200512070005, a Sixth Supplement recorded under Kittitas County Recording No. 200604190031, and a Seventh Supplement recorded under Kittitas County Recording No. 200607190004 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant now desires to amend the Covenant to make that certain real propertied 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 Eighth 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.



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Page: 3 of 4

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Kittitas Co Auditor

LATHROP

MDOC

35 00

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 William G. Hunt
Name: William G. Hunt
Its: EVP

By Gary A. Kittleson
Name: GARY A. KITTESON
Its: VICE PRESIDENT

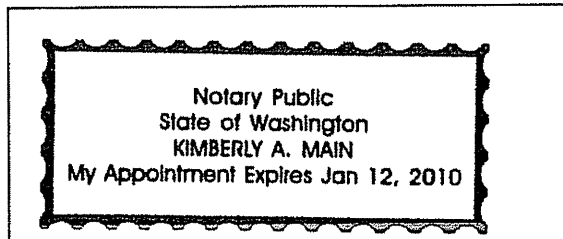
STATE OF WASHINGTON

COUNTY OF KITTITAS

} ss.

On this day personally appeared before me William G. Hunt and Gary A. Kittleson, to me known to be the Executive Vice President and 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 31st day of July, 2006.



Kimberly A. Main
Printed Name Kimberly A. Main
NOTARY PUBLIC in and for the State of Washington,
residing at Ronald
My Commission Expires Jan. 12, 2010

EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of Suncadia Phase 3, Division 12 (Tumble Creek), recorded in Kittitas County, Washington, Volume 10 of Plats, pages 121 through 126:

Units: Lots 12-22 through 12-47, inclusive

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



When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925

REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY R. Parkhurst
DATE 9/28/06

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

Grantor:	<u>SUNCADIA, LLC</u>
Grantee:	<u>PLATS OF SUNCADIA</u>
Legal Description (abbreviated):	<u>LOTS 1 AND 2 OF SURVEY RECORDED IN BOOK 30 OF SURVEYS, PAGES 104-107, RECORDS OF KITTITAS COUNTY, WASHINGTON</u>
☒ Additional on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>20-15-18030-0002, 20-15-18030-0008, 20-14-13010-0002</u> <u>20-14-13010-0004, 20-14-13000-0008, 20-15-18030-0009</u>
Reference Nos. of Documents Released or Assigned:	<u>200407200039, 200410080060</u> <u>200410140004, 200505040004</u> <u>200506220004, 200512070005</u> <u>200604190031, 200607190004</u> <u>200608020004</u>

THIS NINTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Ninth Supplement") is dated for reference purposes July 31, 2006 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 MountainStar Resort as recorded

under Kittitas County Recording No. 200407200039, as amended by a First Supplement recorded under Kittitas County Recording No. 200410080060, a Second Supplement recorded under Kittitas County Recording No. 200410140004, a Third Supplement recorded under Kittitas County Recording No. 200505040004, a Fourth Supplement recorded under Kittitas County Recording No. 200506220004, a Fifth Supplement recorded under Kittitas County Recording No. 200512070005, a Sixth Supplement recorded under Kittitas County Recording No. 200604190031, a Seventh Supplement recorded under Kittitas County Recording No. 200607190004, and an Eighth Supplement recorded under Kittitas County Recording No. 200608020004 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant now desires to amend the Covenant to make that certain real propertied 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 Ninth 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.



200609280024

Page: 3 of 4

09/28/2006 01:18P

Kittitas Co Auditor

SUNCADIA

MDOC

35 00

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 William G. Hunt
Name: William G. Hunt
Its: EVP

By Gary A. Kittleson
Name: GARY A. KITTESON
Its: VICE PRESIDENT

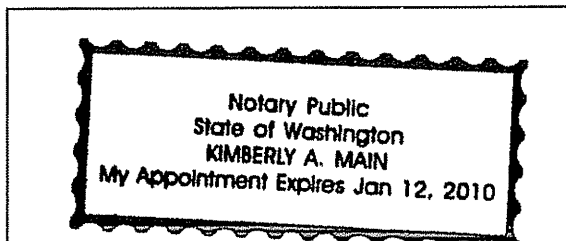
STATE OF WASHINGTON

COUNTY OF KITTITAS

} ss.

On this day personally appeared before me William G. Hunt and Gary A. Kittleson, to me known to be the Executive Vice President and 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 31st day of July, 2006.



Kimberly A. Main
Printed Name Kimberly A. Main
NOTARY PUBLIC in and for the State of Washington,
residing at Star Ronald
My Commission Expires Jan. 12, 2010

EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of Suncadia Phase 2, Division 2, recorded in Kittitas County, Washington, Volume 10 of Plats, pages 170 through 183:

Units: Lots 1 through 61, inclusive

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

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925

AMT102676-29
34-

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

Grantor:	<u>SUNCADIA, LLC</u>
Grantee:	<u>PLATS OF SUNCADIA</u>
Legal Description (abbreviated):	<u>Portions of Sections 19, 20, 29 and 30, T20N, R15E, W.M. and Portions of Sections 13, 14, 15, 23, 24 and 25, T20N, R14E, W.M.</u>
Assessor's Tax Parcel ID #:	<u>ALL PLATTED PARCELS OF SUNCADIA</u>
Reference Nos. of Documents Released or Assigned:	<u>200407200039, 200410080060 200410140004, 200505040004 200506220004, 200512070005 200604190031, 200607190004 200608020004, 200609280024</u>

THIS TENTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Tenth Supplement") is dated for reference purposes October 25, 2006 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 MountainStar Resort as recorded under Kittitas County Recording No. 200407200039, as amended by a First Supplement recorded under Kittitas County Recording No. 200410080060, a Second Supplement

recorded under Kittitas County Recording No. 200410140004, a Third Supplement recorded under Kittitas County Recording No. 200505040004, a Fourth Supplement recorded under Kittitas County Recording No. 200506220004, a Fifth Supplement recorded under Kittitas County Recording No. 200512070005, a Sixth Supplement recorded under Kittitas County Recording No. 200604190031, a Seventh Supplement recorded under Kittitas County Recording No. 200607190004, an Eighth Supplement recorded under Kittitas County Recording No. 200608020004, and a Ninth Supplement recorded under Kittitas County Recording No. 200609280024 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant now desires to amend the Covenant to revise the terms and provisions of Section 4.4 relating to Exempt Transfers.

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

1. **Amendment.** Section 4.4(d)(iv) is hereby amended and restated in its entirety to read as follows:

"(iv) Exempt Transfers. The following acquisitions of any portion of the Subject Property will be exempt from the Community Enhancement Fee: (a) those made by the Founder or any of its affiliates; (b) those made by any Person acquiring property directly from the Founder or any of its affiliates; (c) those made by any Person who was a co-Owner immediately prior to the transfer; (d) those made by a family trust or partnership controlled by the transferring Owner; (e) those made by an Owner's estate, surviving spouse or child upon the death of the Owner; (f) those made by any entity wholly owned by the transferring Owner, provided that any subsequent acquisition of an interest in the entity will be subject to the Community Enhancement Fee; and (g) those made by an institutional lender pursuant to a mortgage or upon foreclosure of a mortgage."

2. **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

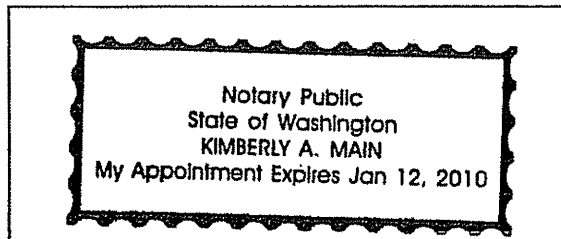
By [Signature]
Name: **WILLIAM G. HUNT**
Its: **EXECUTIVE VICE PRESIDENT**

By [Signature]
Name: **Del E. Goehring**
Its: **Sr. Vice President**

STATE OF WASHINGTON }
COUNTY OF KITTITAS } ss.

On this day personally appeared before me WILLIAM G. HUNT and Del Goehring, to me known to be the **EXECUTIVE VICE PRESIDENT** and **Sr. 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 25 day of October, 2006.



[Signature]
Printed Name Kimberly A. Main
NOTARY PUBLIC in and for the State of Washington,
residing at Ronald
My Commission Expires Jan. 12, 2010

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925

10/26/2007 10:06:39 AM
\$44.00
Declaration AMERITITLE
Kittitas County Auditor

200710260010
Page 1 of 5



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

Grantor:	<u>SUNCADIA, LLC</u>		
Grantee:	<u>PLATS OF SUNCADIA</u>		
Legal Description (abbreviated):	The Lodge at Suncadia Master Condominium, as recorded in Book <u>11</u> of Plats, pages <u>26</u> through <u>38</u> , and according to Declaration thereof recorded under Auditor's File No. 2007 <u>10260005</u> , records of Kittitas County, State of Washington.		
☒ Additional on:	<u>EXHIBIT A</u>		
Assessor's Tax Parcel ID #:	20-15-19000-0020		
Reference Nos. of Documents	200407200039	200505040004	200604190031
Released or Assigned:	200410080060	200506220004	200607190004
	200410140004	200512070005	200609280024
			200610270011

THIS ELEVENTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Eleventh Supplement") is dated for reference purposes October 26, 2007 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 MountainStar Resort 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 and 200610270011 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant now desires to amend the Covenant to make that certain real propertied 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 Eleventh 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.



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: Michael Stande
Name: Michael A. Stande
Its: Sr. Vice Pres

By: Del E. Goehring
Name: Del E. Goehring
Its: Sr. Vice President

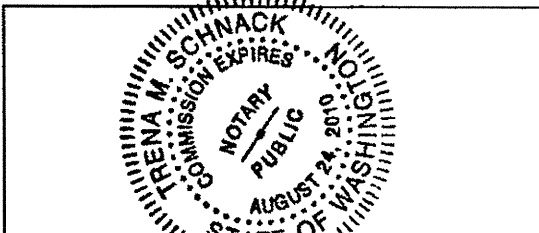
STATE OF WASHINGTON

COUNTY OF KITTITAS

SS.

On this day personally appeared before me Del E. Goehring and
Michael Stande, to me known to be the Sr. VP and
Sr. VP, 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 25 day of October, 2006.



Printed Name Trena M. Schnack
NOTARY PUBLIC in and for the State of Washington,
residing at CLE Elum
My Commission Expires 8/24/2010



CONSENT OF ROSLYN LODGE

As owner of the Subject Property, the undersigned consents to the foregoing Eleventh Supplement.

DATED for reference purposes October 26, 2007.

ROSLYN LODGE, LLC,
a Delaware limited liability company

By [Signature]
Name: Michael S. Tande
Its: Sr. Vice Pres.

By [Signature]
Name: Del E. Goehring
Its: Sr. Vice President

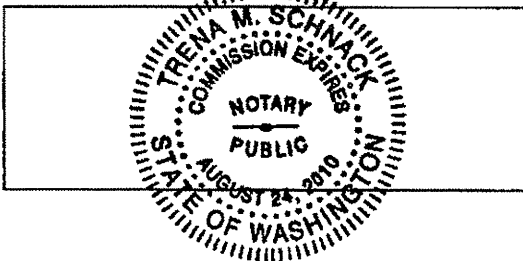
STATE OF WASHINGTON

COUNTY OF KITTITAS

SS.

On this day personally appeared before me DEL E. Goehring
and Michael S. Tande, to me known to be the Sr. VP
and Sr. VP, respectively, of **ROSLYN LODGE, 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 25 day of October 2007.



[Signature]
Printed Name Treana M. Schnack
NOTARY PUBLIC in and for the State of Washington,
residing at CLE Elum
My Commission Expires 8/24/2010

**EXHIBIT A****ADDITIONAL PROPERTY**

The Lodge at Suncadia Master Condominium, as recorded in Book 11 of
Plats, pages 26 through 38, and according to Declaration thereof
recorded under Auditor's File No. 2007 10260005, records of
Kittitas County, State of Washington.

Residential Property:

The Lodge Unit of the Master Condominium
together with all Residential Units set forth on
Exhibit B of the Condominium Declaration for The
Lodge at Suncadia Residential Condominium,
recorded under Auditor's File
No. 2007 10260006, records of
Kittitas County, State of Washington.

Commercial Property:

The Services Unit and the Parking Unit of the
Master Condominium.

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.

Attention: Steven R. Rovig

500 Galland Building

1221 Second Avenue

Seattle, WA 98101-2925

12/19/2007 09:17:17 AM

\$43.00
Miscellaneous Document
Kittitas County Auditor

LATHROP

200712190002

Page 1 of 4



REVIEWED BY: Lesa Cap
DEPUTY, KITTITAS COUNTY TREASURER

DATE: 12-19-07

STANDS BEFORE ME: Phyllis Crispin

REPRESENTING: Lathrop Atty

STATING THAT NO CONSIDERATION
IS BEING PAID.

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

Grantor:	<u>SUNCADIA, LLC</u>	
Grantee:	<u>PLATS OF SUNCADIA</u>	
Legal Description (abbreviated):	LOT A OF SURVEY RECORDED IN BOOK 31 OF SURVEYS, PAGES 158 THROUGH 161, UNDER AUDITOR'S FILE NO. 200508110028, RECORDS OF KITTITAS COUNTY, WASHINGTON.	
☒ Additional on:	<u>EXHIBIT A</u>	
Assessor's Tax Parcel ID Nos.:	<u>20-15-19000-0003</u>	<u>20-15-19000-0013</u>
Reference Nos. of Documents	<u>200407200039</u>	<u>200604190031</u>
Released or Assigned:	<u>200410080060</u>	<u>200607190004</u>
	<u>200410140004</u>	<u>200608020004</u>
	<u>200505040004</u>	<u>200609280024</u>
	<u>200506220004</u>	<u>200610270011</u>
	<u>200512070005</u>	<u>200710260010</u>

THIS TWELFTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Twelfth Supplement") is dated for reference purposes December 4, 2007 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 MountainStar Resort 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, and 200710260010 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant now desires to amend the Covenant to make that certain real propertied 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 Twelfth 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.

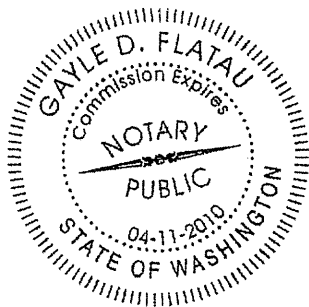


EXECUTED as of the day and year first above written.

FOUNDER:

SUNCADIA, LLC,
a Delaware limited liability company

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



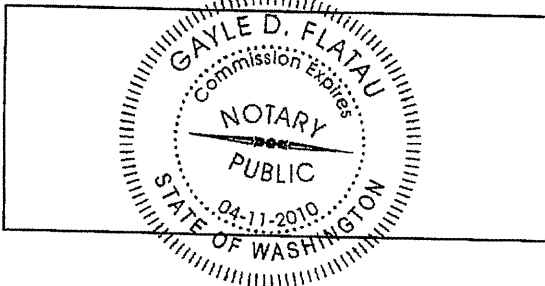
By: [Signature]
Name: Paul Eisenberg
Its: Senior Vice President

By: [Signature]
Name: Del E. Goehring
Its: Sr. Vice President

STATE OF WASHINGTON }
COUNTY OF KITTITAS } ss.

On this day personally appeared before me Paul Eisenberg
and Del E. Goehring, to me known to be the SVP
and SVP, 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 4th day of December, 2007.



Gayle D. Flatau
Printed Name Gayle D. Flatau
NOTARY PUBLIC in and for the State of Washington,
residing at Chelan, Kittitas County
My Commission Expires 4-11-2010

12/19/2007 09:17:17 AM

\$43.00
Miscellaneous Document
Kittitas County Auditor

LATHROP

200712190002
Page 4 of 4



EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of SUNCADIA PHASE 1,
DIVISION 9, recorded in Kittitas County, Washington, Volume 11
of Plats, pages 78 to 82 :

Units: Lots numbered 9-1 through 9-3, inclusive.

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

*When Recorded, Return to***HILLIS CLARK MARTIN & PETERSON, P.S.**Attention: Steven R. Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925

REVIEWED BY

KITTITAS COUNTY TREASURER

DEPUTY M. WibelmannDATE 8/21/2008

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

Grantor:	<u>SUNCADIA, LLC</u>		
Grantee:	<u>PLATS OF SUNCADIA</u>		
Legal Description (abbreviated):	<u>SUNCADIA PHASE 1, DIVISION 13A, LOTS 1-19 AND 67-78, TRACT AC-1</u>		
☒ Additional on:	<u>EXHIBIT A</u>		
Assessor's Tax Parcel ID Nos.:	<u>20-15-19054-0007</u>		
Reference Nos. of Documents	200407200039	200604190031	200712190002
Released or Assigned:	200410080060	200607190004	
	200410140004	200608020004	
	200505040004	200609280024	
	200506220004	200610270011	
	200512070005	200710260010	
Real Estate Excise Tax:	DOES NOT APPLY - NO CONSIDERATION AS DEFINED WAC 458-61A-102(2)		

THIS THIRTEENTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Thirteenth Supplement") is dated for reference purposes July 29, 2008 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 MountainStar Resort 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, and 200712190002 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant now desires to amend the Covenant to make that certain real propertied described in the attached **EXHIBIT A** ("Subject Property") subject to the Covenant.

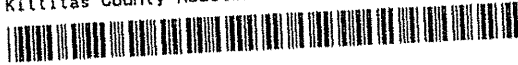
NOW, THEREFORE, Founder does hereby declare and provide as follows:

1. **Definitions.** Except as otherwise specifically provided in this Thirteenth 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.

08/21/2008 09:23:00 AM

200808210004
Page 3 of 4

\$45.00
Declaration LATHROP
Kittitas County Auditor



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

Name: Paul Eisenberg
Its: Sr. Vice President

By

Name: Del E. Goehring
Its: Sr. Vice President

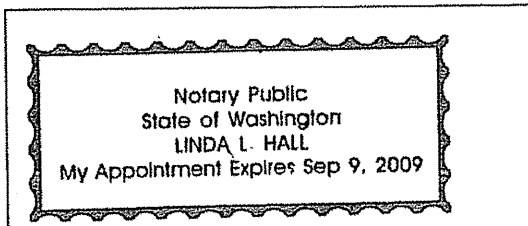
STATE OF WASHINGTON

COUNTY OF KITTITAS

SS.

On this day personally appeared before me Paul Eisenberg
and Del E. Goehring, to me known to be the Sr. Vice President
and Sr. 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 29th day of July,
2008.



Linda L. Hall
Printed Name Linda L. Hall
NOTARY PUBLIC in and for the State of Washington,
residing at Roslyn
My Commission Expires Sept. 9, 2009



EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of SUNCADIA PHASE 1,
DIVISION 13A, recorded in Kittitas County, Washington,
Volume 11 of Plats, pages 143 to 148 :

Units: Lots numbered 1 through 19, inclusive.
Lots numbered 67 through 78, inclusive.

Limited Common Areas: Access Tract: AC-1

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

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.

Attention: Steven R. Rovig

1221 Second Avenue, Suite 500

Seattle, WA 98101-2925

03/27/2009 04:05:09 PM

\$47.00

Miscellaneous Document AMT
Kittitas County Auditor

200903270052

Page 1 of 6

RECEIVED BY *AMT*
KITTITAS COUNTY TREASURER
3-27-09
RECEIVED BY *Cathy Fisher*
RECEIVED BY *ATP*
STATEMENT THAT NO CONSIDERATION
IS BEING PAID.

AMT 108770-37
\$47.00

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

Grantor:	SUNCADIA, LLC		
Grantee:	PLAT OF SUNCADIA		
Legal Description (abbreviated):	LOTS 1-4, SUNCADIA, PHASE 1, DIVISION 12, A BINDING SITE PLAN, VOL 11, PAGES 155-158, KITTITAS COUNTY, WA		
☒ Additional on:	EXHIBIT A		
Assessor's Tax Parcel ID #:	20-15-19055-0001 20-15-19055-0002	20-15-19055-0003 20-15-19055-0004	
Reference Nos. of Documents Released or Assigned:	200407200039 200410140004 200506220004 200604190031 200608020004 200610270011	200410080060 200505040004 200512070005 200607190004 200609280024 200710260010	200712190002 200808210004
Real Estate Excise Tax Affidavit:	Does not apply - no consideration as defined WAC 458-61A-102(2)		

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

COURTESY OF RECORDING ONLY ...
NO LIABILITY FOR VALIDITY
AND / OR ACCURACY ASSUMED BY
AMERITITLE



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, and 200808210004 (collectively, the "Covenant").

B. Pursuant to Article 8 of the Covenant, and for the period specified therein, the 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, Declarant 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 Fourteenth 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.

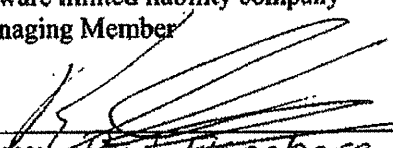


EXECUTED as of the day and year first above written.

FOUNDER:

SUNCADIA, LLC,
a Delaware limited liability company

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

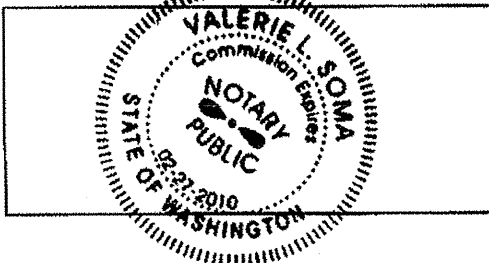
By: 
Name: Paul Eisenberg
Its: SR Vice President

By: 
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 Kittleson, to me known to be the SR Vice President and 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 27th day of March, 2009.



Valerie L Soma
Printed Name Valerie L Soma
NOTARY PUBLIC in and for the State of Washington,
residing at Cle Elum
My Commission Expires 2-27-2010

CONSENT OF EAST AHM LLC

As owner of the Subject Property, the undersigned consents to the foregoing Fourteenth Supplemental Declaration.

EAST AHM LLC,
a Washington limited liability company

By: [Signature]

Name: JEFF HANSELL

Its: CO-MANAGING MEMBER

STATE OF WASHINGTON }

ss.

COUNTY OF SKAGIT

On this day personally appeared before me JEFF HANSELL to me known to be the CO-MANAGING MEMBER of EAST AHM LLC, the Washington 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 he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 24 day of MARCH, 2009.

Printed Name PAT SEVERIN
NOTARY PUBLIC in and for the State of Washington,
residing at SKAGIT COUNTY, Mount Vernon
My Commission Expires 7/6/2011





CONSENT OF LENDER

As the beneficiary of a mortgage encumbering the Subject Property, the undersigned lender consents to the foregoing Fourteenth Supplemental Declaration.

FRONTIER BANK,
a national banking association
state

By: Mary K Jobe
Name: Mary K Jobe
Its: SVP

STATE OF WASHINGTON }
COUNTY OF Snohomish } ss.

On this day personally appeared before me Mary K Jobe, to me known to be the SENIOR VP of **FRONTIER BANK**, a national banking association that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such national banking association, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 26 day of March, 2009.



Pamela S. Langness
Printed Name Pamela S. Langness
NOTARY PUBLIC in and for the State of Washington,
residing at Everett
My Commission Expires 10-11-2012

03/27/2009 04:05:09 PM
\$47.00
Miscellaneous Document AMT
Kittitas County Auditor

200903270052
Page 6 of 6



EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of SUNCADIA PHASE 1,
DIVISION 12, A Binding Site Plan BSP-08-01, recorded in Kittitas County, Washington,
Volume 11 of Plats, pages 155 through 158:

Units: Lots 1-4

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

07/30/2009 09:57:51 AM

200907300006

\$66.00

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: McNitt
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").

C

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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.

C

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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

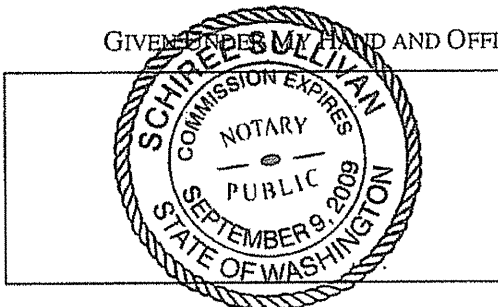
By: [Signature]
Name: Paul Eisenberg
Its: Senior Vice President

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 Schirree Sullivan
NOTARY PUBLIC in and for the State of Washington,
residing at Ellensburg
My Commission Expires 9-9-09

C

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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".

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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.

C

C

C

05/21/2012 04:30:32 PM

201205210063

\$68.00
Miscellaneous Document
Kittitas County Auditor

AMERITITLE

Page 1 of 7

When Recorded, Return to:



HILLIS CLARK MARTIN & PETERSON, P.S.

Attention: Steven R. Rovig

1221 Second Avenue, Suite 500

Seattle, WA 98101-2925

REVIEWED BY:

A. Fogle

5-21-12

Sidney Martin

REPRESENTING: *Amerititle*
STATING THAT NO CONSIDERATION
IS BEING PAID.

#6800

AmT-115720-17

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

Grantor:	<u>SUNCADIA, LLC</u>
Grantee:	<u>PLAT OF SUNCADIA</u>
Legal Description: (abbreviated)	<u>SUNCADIA PH 1, DIV 10A, Volume 12 of Plats, pages 21 to 27.</u>
☒ Additional on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>20-15-20058-0183</u>
Reference Nos. of Documents Released or Assigned:	<u>200407200039</u>

THIS SIXTEENTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Sixteenth Supplement") is dated for reference purposes April 1, 2011, 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 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, and 200907300006 (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 Sixteenth Supplement, capitalized terms used herein shall have the meanings set forth in the Covenant.

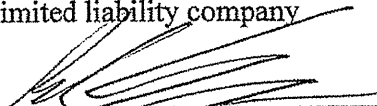
2. Subject to Covenant. The Subject Property shall be subject to the Covenant.

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

EXECUTED as of the day and year first above written.

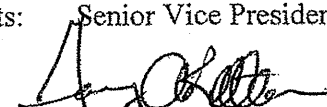
FOUNDER:

SUNCADIA, LLC,
a Delaware limited liability company

By 

Name: Paul Eisenberg

Its: Senior Vice President

By 

Name: Gary Kittleson

Its: Vice President

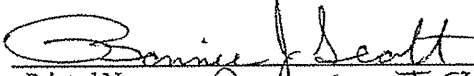
STATE OF WASHINGTON

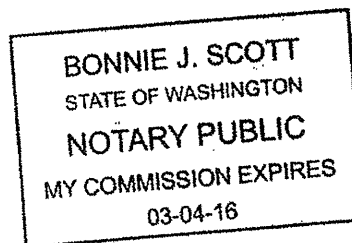
COUNTY OF KITTITAS

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 **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 16th day of May, 2012.

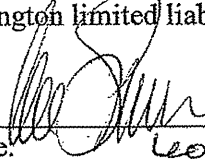

Printed Name Bonnie J Scott
NOTARY PUBLIC in and for the State of Washington,
residing at Cle Elum
My Commission Expires 03/04/16



CONSENT OF STEVE BURNSTEAD CONSTRUCTION LLC

As owner of the Subject Property, except Lots 4 and 37, the undersigned consents to the foregoing Sixteenth Supplemental Declaration.

STEVE BURNSTEAD CONSTRUCTION LLC,
a Washington limited liability company

By 
Name: Leo Suver
Its: President

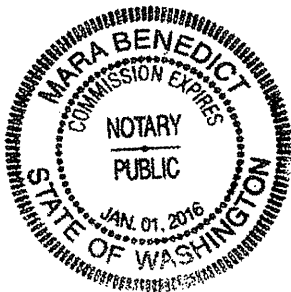
STATE OF WASHINGTON

COUNTY OF _____

} ss.

On this day personally appeared before me Leo Suver, to me known to be the President of **STEVE BURNSTEAD CONSTRUCTION LLC**, the Washington 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 he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9 day of May, 2012.



Mara Benedict
Printed Name Mara Benedict
NOTARY PUBLIC in and for the State of Washington,
residing at Sammamish WA
My Commission Expires 1/1/14

CONSENT OF OWNER OF LOT 4

As owner of Lot 4, the undersigned consents to the foregoing Sixteenth Supplemental Declaration.

By [Signature]
Steve Burnstead

By [Signature]
Donna Burnstead

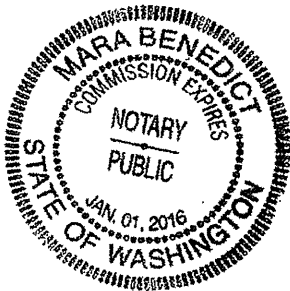
STATE OF WASHINGTON

COUNTY OF King

ss.

I certify that I know or have satisfactory evidence that **STEVE BURNSTEAD** and **DONNA BURNSTEAD** are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

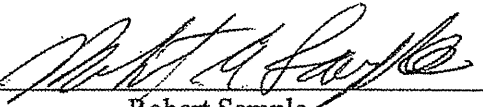
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9 day of May, 2012.

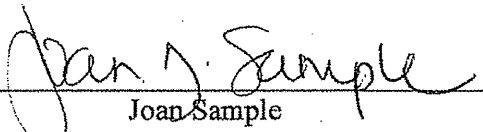


Mara Benedict
Printed Name Mara Benedict
NOTARY PUBLIC in and for the State of Washington,
residing at Sammamish, WA
My Commission Expires 1/1/16

CONSENT OF OWNER OF LOT 37

As owner of Lot 37, the undersigned consents to the foregoing Sixteenth Supplemental Declaration.

By 
Robert Sample

By 
Joan Sample

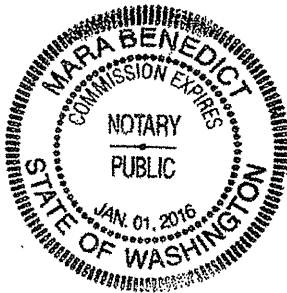
STATE OF WASHINGTON

COUNTY OF King }

ss.

I certify that I know or have satisfactory evidence that **ROBERT SAMPLE** and **JOAN SAMPLE** are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14 day of May, 2012.



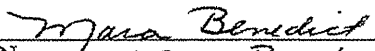

Printed Name Mara Benedict
NOTARY PUBLIC in and for the State of Washington,
residing at Sammamish, WA
My Commission Expires 1/1/16

EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of Suncadia Phase 1, Division 10A, recorded in Kittitas County, Washington, Volume 12 of Plats, pages 21 through 27:

Units: Lots numbered 1 through 7 and 33 through 37

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

COURTESY RECORDING ONLY ...
NO LIABILITY FOR VALIDITY
AND / OR ACCURACY ASSUMED BY
AMERITITLE

09/24/2012 03:50:51 PM
576.00
Miscellaneous Document
Kittitas County Auditor

201209240048
Page 1 of 5

AMERITITLE

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON P.S.
Attention: Steven R. Rovig
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925

576.00
AMT-116437-8

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

Grantor:	<u>NEW SUNCADIA, LLC</u>
Grantee:	<u>PLAT OF SUNCADIA</u>
Legal Description: (abbreviated)	<u>SUNCADIA PH 1, DIV 10B, Volume 12 of Plats, pages 42 to 47.</u>
☒ Additional on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>20-15-20059-0040</u>
Reference Nos. of Documents Released or Assigned:	<u>200407200039</u>

THIS SEVENTEENTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Seventeenth Supplement") is dated for reference purposes September 10, 2012, 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,

Suncadia Community Enhancement: 17th Supplement (P1/D10B)
ND: 20602.00301 4835-4665-2175v2

page 1

COURTESY RECORDING ONLY . . .
NO LIABILITY FOR VALIDITY
AND / OR ACCURACY ASSUMED BY
AMERITITLE

200610270011, 200710260010, 200712190002, 200808210004, 200903270052, 200907300006, and 201205210063 (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 Seventeenth 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.

EXECUTED as of the day and year first above written.

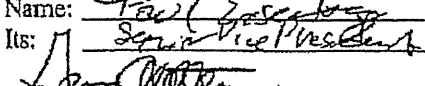
FOUNDER:

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 J. Escobedo
Its: Senior Vice President

By: 
Name: Gray 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 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 10th day of September, 2012.



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

CONSENT OF STEVE BURNSTEAD CONSTRUCTION LLC

The undersigned consents to the foregoing Seventeenth Supplement with respect to any right, title or interest it may hold in the Subject Property.

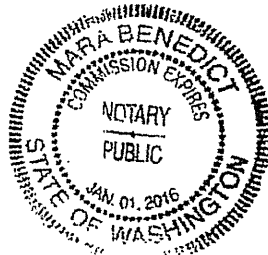
STEVE BURNSTEAD CONSTRUCTION LLC,
a Washington limited liability company

By [Signature]
Name: Leo Suver
Its: President

STATE OF WASHINGTON }
COUNTY OF King } ss.

On this day personally appeared before me Leo Suver, to me known to be the President of **STEVE BURNSTEAD CONSTRUCTION LLC**, the Washington 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 he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19 day of September, 2012.



Mara Benedict
Printed Name Mara Benedict
NOTARY PUBLIC in and for the State of Washington,
residing at Sammamish, WA
My Commission Expires 1/1/16

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EXHIBIT A

ADDITIONAL PROPERTY

The following real property as shown on the plat of Suncadia Phase 1, Division 10B, recorded in Kittitas County, Washington, Volume 12 of Plats, pages 42 through 47:

Units: Lots numbered 8 through 18, 31 and 32

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

09/24/2012 03:50:51 PM
\$76.80
Miscellaneous Document
Kittitas County Auditor

201209240048
Page 1 of 5

AMERITITLE

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON P.S.
Attention: Steven R. Rovig
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925

476.12

AMT-116437-8

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

Grantor:	<u>NEW SUNCADIA, LLC</u>
Grantee:	<u>PLAT OF SUNCADIA</u>
Legal Description: (abbreviated)	<u>SUNCADIA PH 1, DIV 10B, Volume 12 of Plats, pages 42 to 47.</u>
☒ Additional on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>20-15-20059-0040</u>
Reference Nos. of Documents Released or Assigned:	<u>200407200039</u>

THIS SEVENTEENTH SUPPLEMENT TO SECOND AMENDED AND RESTATED COVENANT FOR COMMUNITY ENHANCEMENT OF SUNCADIA ("Seventeenth Supplement") is dated for reference purposes September 10, 2012, 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,

Suncadia Community Enhancement: 17th Supplement (P1/D10B)

ND: 20602.00301 4835-4665-2175v2

page 1

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NO LIABILITY FOR VALIDITY
AND / OR ACCURACY ASSUMED BY
AMERITITLE

200610270011, 200710260010, 200712190002, 200808210004, 200903270052, 200907300006, and 201205210063 (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 Seventeenth 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.

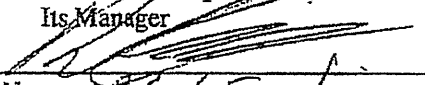
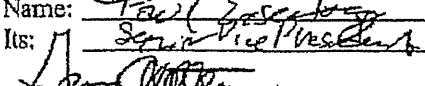
EXECUTED as of the day and year first above written.

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 Escobedo
Its: Senior Vice President
By: 
Name: Gray 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 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 10th day of September, 2012.



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

CONSENT OF STEVE BURNSTEAD CONSTRUCTION LLC

The undersigned consents to the foregoing Seventeenth Supplement with respect to any right, title or interest it may hold in the Subject Property.

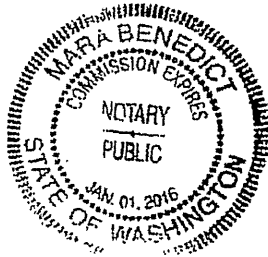
STEVE BURNSTEAD CONSTRUCTION LLC,
a Washington limited liability company

By [Signature]
Name: Leo Suver
Its: President

STATE OF WASHINGTON }
COUNTY OF King } ss.

On this day personally appeared before me Leo Suver, to me known to be the President of **STEVE BURNSTEAD CONSTRUCTION LLC**, the Washington 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 he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19 day of September, 2012.



Mara Benedict
Printed Name Mara Benedict
NOTARY PUBLIC in and for the State of Washington,
residing at Sammamish, WA
My Commission Expires 1/1/16

EXHIBIT A
ADDITIONAL PROPERTY

The following real property as shown on the plat of Suncadia Phase 1, Division 10B, recorded in Kittitas County, Washington, Volume 12 of Plats, pages 42 through 47:

Units: Lots numbered 8 through 18, 31 and 32

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

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