

WHEN RECORDED, RETURN TO:

Buck & Gordon LLP
1011 Western Avenue, Suite 902
Seattle, Washington 98101
Attn: Aliza C. Allen



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PAGE 001 OF 008
09/02/1999 14:00
KING COUNTY, WA

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

DOCUMENT TITLE(S) (or transactions contained therein): Amended and Restated Recreational Facilities Use and Easement Agreement
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 9908261957 19990826001957 <input type="checkbox"/> Additional reference #s on page ___ of document(s)
GRANTOR(S) (Last name first, then first name and initials) Redford, Inc. Redford Ranch Homeowners Association <input type="checkbox"/> Additional names on page ___ of document <i>CTI - W 9901212 - 10</i>
GRANTEE(S) (Last name first, then first name and initials) Homeowners in The Glen at Redford Ranch Plat & The Meadow at Redford Ranch Plat Redford, Inc. <input type="checkbox"/> Additional names on page ___ of document
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) PTN. of SE 1/4 NE 1/4 Section 4, Township 24N, Range 6E, W.M. Additional legal is on Exhibits A and B of document
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER Exhibit A: Multi Family Parcel Number: 0424069027 Exhibit B: Single Family Parcel Number: 0424069252; 042406902801 <input type="checkbox"/> Assessor Tax # not yet assigned

**AMENDED AND RESTATED RECREATIONAL FACILITIES USE
AND EASEMENT AGREEMENT**

This AMENDED AND RESTATED RECREATIONAL FACILITIES USE AND EASEMENT AGREEMENT ("Agreement") is made by and between Redford, Inc. ("Declarant") and The Redford Ranch Homeowners Association (the "HOA"). Unless otherwise defined herein, all capitalized words have the meanings given them in the Plat Declaration (as that term is defined in Recital B below).

RECITALS

A. Declarant is the developer of certain real property in King County, Washington, legally described on Exhibit A hereto (the "Single Family Property" or the "Plats"). The Single Family Property has been subdivided into two plats, the first of which is known as The Glen at Redford Ranch Plat consisting of 28 lots which was recorded in volume 189 of Plats, pages 24 through 28 records of King County, Washington ("The Glen at Redford Ranch Plat"). The second plat is known as The Meadow at Redford Ranch Plat, consists of 77 lots and was recorded in volume 189 of Plats, pages 92 through 96 records of King County, Washington ("The Meadow at Redford Ranch Plat"). As used herein, the term "Single Family Lots" shall mean the lots within The Meadow at Redford Ranch Plat and The Glen at Redford Ranch Plat.

B. A Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for the Glen at Redford Ranch was recorded in the official records of King County, Washington under recording number 9904061192 and was amended by an Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservation for The Glen at Redford Ranch and for the Meadow at Redford Ranch which was recorded in the official records of King County, Washington under recording number ~~9908261956~~. The Declaration as amended and restated is referred to herein as the "Plat Declaration".

*** 19990826001956**

C. In addition to The Glen at Redford Ranch Plat and The Meadow at Redford Ranch Plat, the Declarant is also developing a multifamily project ("Multifamily Project" or "Condominium"), containing approximately 60 dwelling units ("Multifamily Living Units"), located on land more particularly described in Exhibit B attached hereto and incorporated herein by this reference ("Multifamily Land"). Although the present intent is to condominiumize the Multifamily Project pursuant to the Washington Condominium Act (RCW Chapter 64.34) to permit individual sales of condominium units, all or a portion of the Multifamily Project may be owned and operated as a rental apartment project.

D. The Glen at Redford Ranch Plat and The Meadow at Redford Ranch Plat are subject to and governed by the Plat Declaration. Under the Plat Declaration, the HOA, among other duties, will maintain and repair common areas within the Plats ("Plat Common Areas"),



and will collect an assessment from the owner of each Single Family Lot to cover the cost of such work ("Plat Assessment").

E. The Multifamily Project will not be subject to the Plat Declaration, nor will the owner or owners of Multifamily Living Units be a member of the HOA, nor (except as noted below) use the Plat Common Areas, nor (except as noted below) pay a Plat Assessment.

F. If the Multifamily Project is condominiumized, the Condominium will be subject to and governed by a separate Declaration of Covenants, Conditions and Restrictions ("Condominium Declaration"), which will establish a homeowners association ("Condominium HOA"), which (among other duties) will maintain and repair common areas within the Condominium ("Condominium Common Areas"), and will collect an assessment from each condominium unit to cover the cost of such work ("Condominium Assessment").

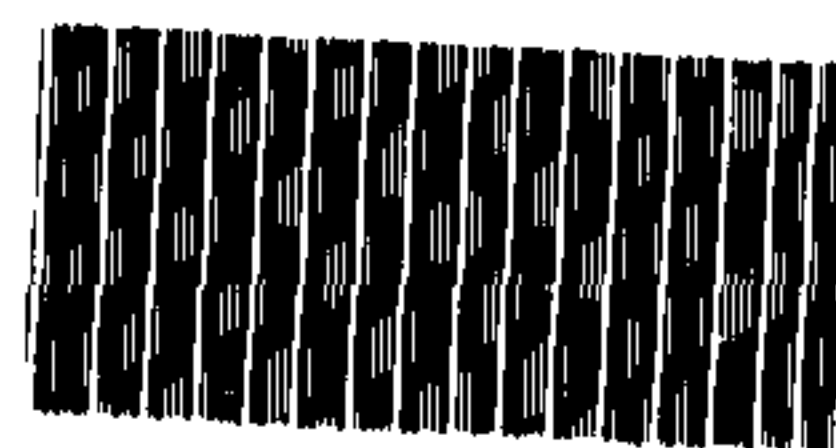
G. The Plats will not be subject to the Condominium Declaration, nor will the owners of Single Family Lots be a member of the Condominium HOA, nor (except as noted below) use the Condominium Common Areas, nor (except as noted below) pay a Condominium Assessment.

H. In other words, except as noted below, the Plats and the Multifamily Project will operate as two separate and distinct residential communities.

I. The Plats and the Multifamily Project will contain certain recreational areas or facilities. The recreational tracts situated within the Plats are commonly referred to as Tract C of The Glen at Redford Ranch Plat and Tracts A and I of The Meadow at Redford Ranch Plat (collectively, the "Single Family Recreational Tracts"). The Single Family Recreational Tracts are owned by the HOA. The recreational facilities on the Multifamily Project may include a swimming pool and clubhouse ("Multifamily Recreational Facilities") if Declarant elects to construct those facilities. The Multifamily Recreational Facilities will be owned by the owner of the Multifamily Project or, if a Condominium is created for the Multifamily Project, by the Condominium unit owners.

J. It is the intent of the Declarant and the HOA that the owner of Lots within the Plats as well as their guests and tenants shall have the right to use the Multifamily Recreational Facilities and that the owner (s) of the Multifamily Project (or the owners of the Condominium units if a Condominium is created) as well as such owner's guests and tenants shall have the right to use the Single Family Recreational Tracts. This intent was evidenced by the recording in the official records of King County, Washington of a Recreational Facilities Use and Easement Agreement on August 26, 1999 under Recording Number ~~0908261957~~ (the "Original Recreational Facilities Use and Easement Agreement"). *19990826001957

K. Declarant and HOA now desire to amend and restate in its entirety the Original Recreational Facilities Use and Easement Agreement in accordance with the terms and conditions set forth below.



NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Declarant and HOA agree as follows:

AGREEMENT

1. The Original Recreational Facilities Use and Easement Agreement is hereby replaced in its entirety by this Agreement.

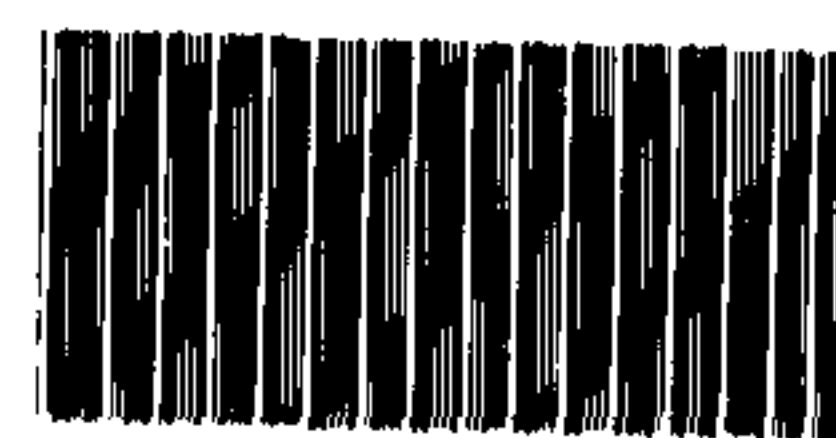
2. HOA hereby grants and conveys to the owner (s) of the Multifamily Project, a non-exclusive easement over and upon the Single Family Recreational Tracts for the use of such tracts by the owners, guests and tenants of the Multifamily Project. Any owner, guest and tenant of the Multifamily Project may use the Single Family Recreational Tracts pursuant to the rights granted hereunder during such owner's, guest's and tenant's lawful tenancy and residency of such Multifamily Project and only in accordance with all applicable rules and regulations established by the HOA for such use.

3. Declarant hereby grants and conveys to the owner of any Single Family Lot (the "Lot Owner") in the Plats, a non-exclusive easement over and upon the Multifamily Land for the use of the Multifamily Recreational Facilities situated thereon (if any) by such Lot Owner and its guests and tenants, together with the right of access thereto. Any Lot Owner and its guests and tenants may use the Multifamily Recreational Facilities pursuant to the rights granted hereunder during such Lot Owner's ownership, and such tenant's lawful tenancy, of such Single Family Lot and only in accordance with all applicable rules and regulations established by the Multifamily Project owner or owners or the Condominium HOA for such use.

4. Although the owner or owners of the Multifamily Project (or the Condominium HOA) will have the sole right and responsibility to maintain, repair, replace, insure and otherwise administer the Multifamily Recreational Facilities, the Plat Association will regularly reimburse the Multifamily Project owner or owners (or the Condominium HOA) for 63.6% of all costs (including reserves) incurred to maintain, repair, replace, insure and otherwise administer the Multifamily Recreational Facilities. Although the Plat Association will have the sole right and responsibility to maintain, repair, replace, insure and otherwise administer the Single Family Recreational Tracts, the Multifamily Project owner or owners (or the Condominium HOA) will regularly reimburse the Plat Association for 36.4% of all costs (including reserves) incurred to maintain, repair, replace, insure and otherwise administer the Single Family Recreational Tracts.

5. The rules, regulations and restrictions adopted by the Multifamily Project owner or owners (or the Condominium HOA) with respect to the Multifamily Recreational Facilities, and the rules, regulations and restrictions adopted by the Plat Association with respect to the Single Family Recreational Tracts, shall be applied, interpreted and enforced equally with respect to all owners and residents within the Plats and Multifamily Project.

6. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or



written, between and among the parties hereto or any of them, relating to the subject matter of this Agreement. The provisions of this Agreement may be amended only with the affirmative consent of at least 67% of the Lots within The Glen at Redford Ranch Plat, at least 67% of the Lots within The Meadow at Redford Ranch Plat, and the owner(s) of the Multifamily Project (or 67% of the condominium units if the Multifamily Project is established as a Condominium).

7. The provisions of this Agreement shall constitute covenants running with the land and be binding upon and inure to the benefit of all now or hereafter having an interest in the Plats, the Multifamily Land, the Single Family Lots or the Multifamily Living Units.

8. In the event of litigation, declaratory or otherwise, in connection with this Agreement, the prevailing party shall recover its costs and attorneys' fees actually incurred, including for appeals, which shall be determined and fixed by the court as part of the judgment.

DATED as of this 1st day of September, 1999.

DECLARANT:

REDFORD, INC.
a Washington corporation

By: Stephen P. Washburn
Stephen P. Washburn
(Printed Name)

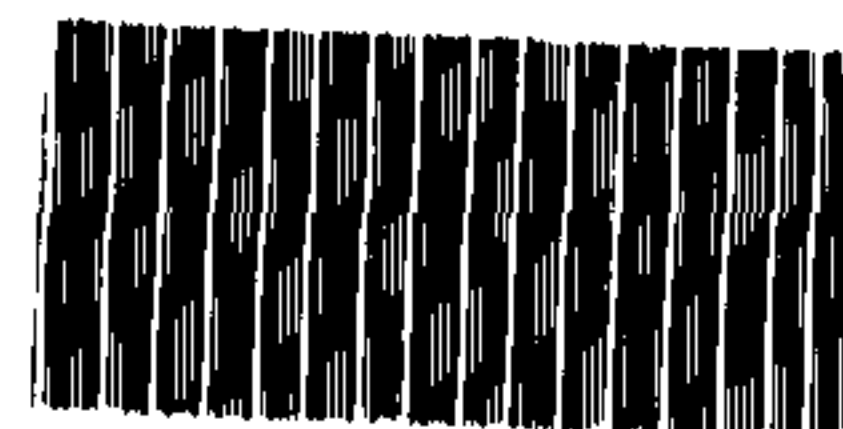
Its: President

HOA:

REDFORD RANCH HOMEOWNERS
ASSOCIATION, a Washington non-profit
corporation

By: Stephen P. Washburn
Stephen P. Washburn
(Printed Name)

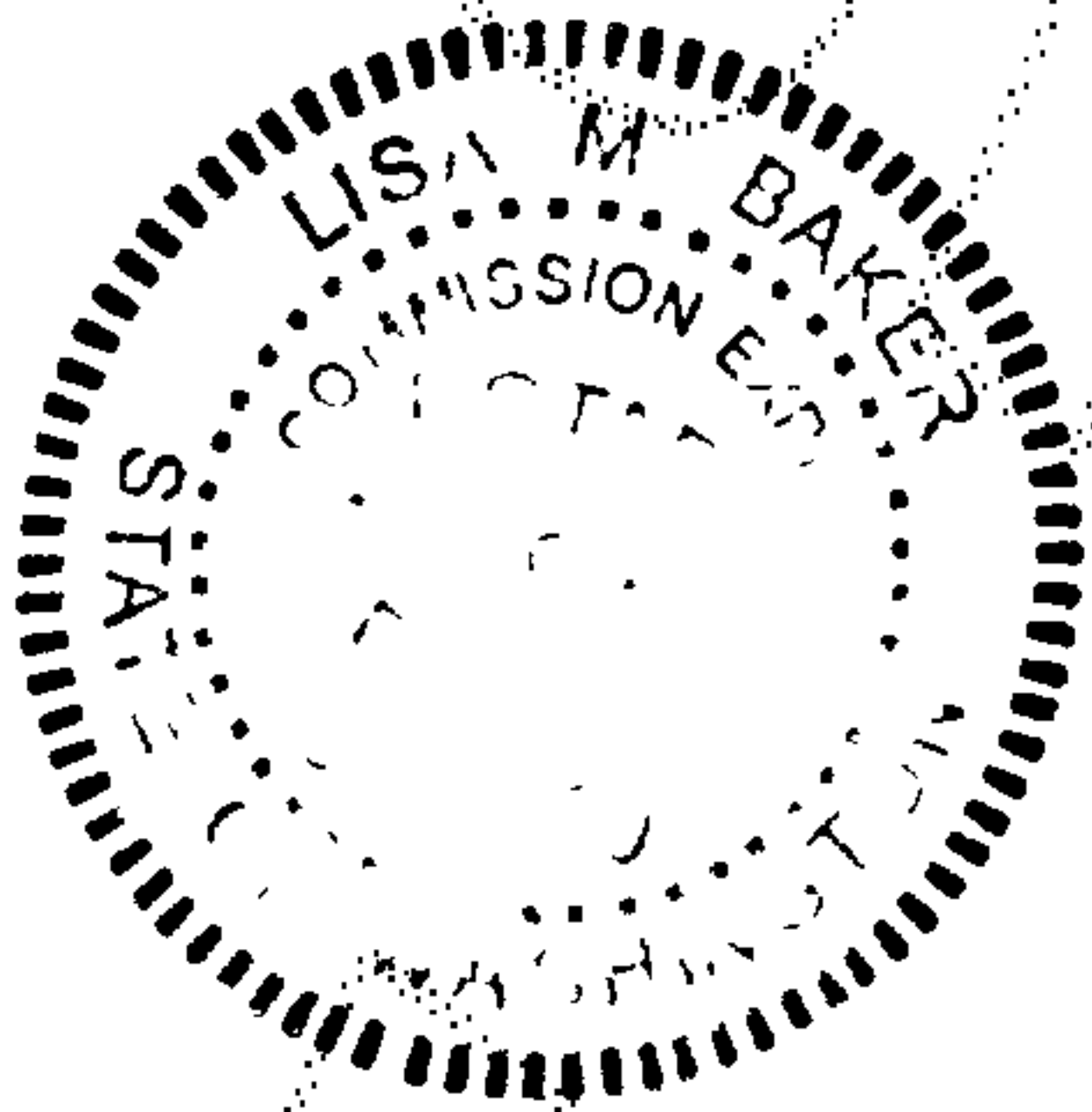
Its: Registered Agent



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Stephen P. Washburn to me known to be the President of Redford, Inc., the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 1st day of September, 1999.



Lisa M. Baker
(Signature)

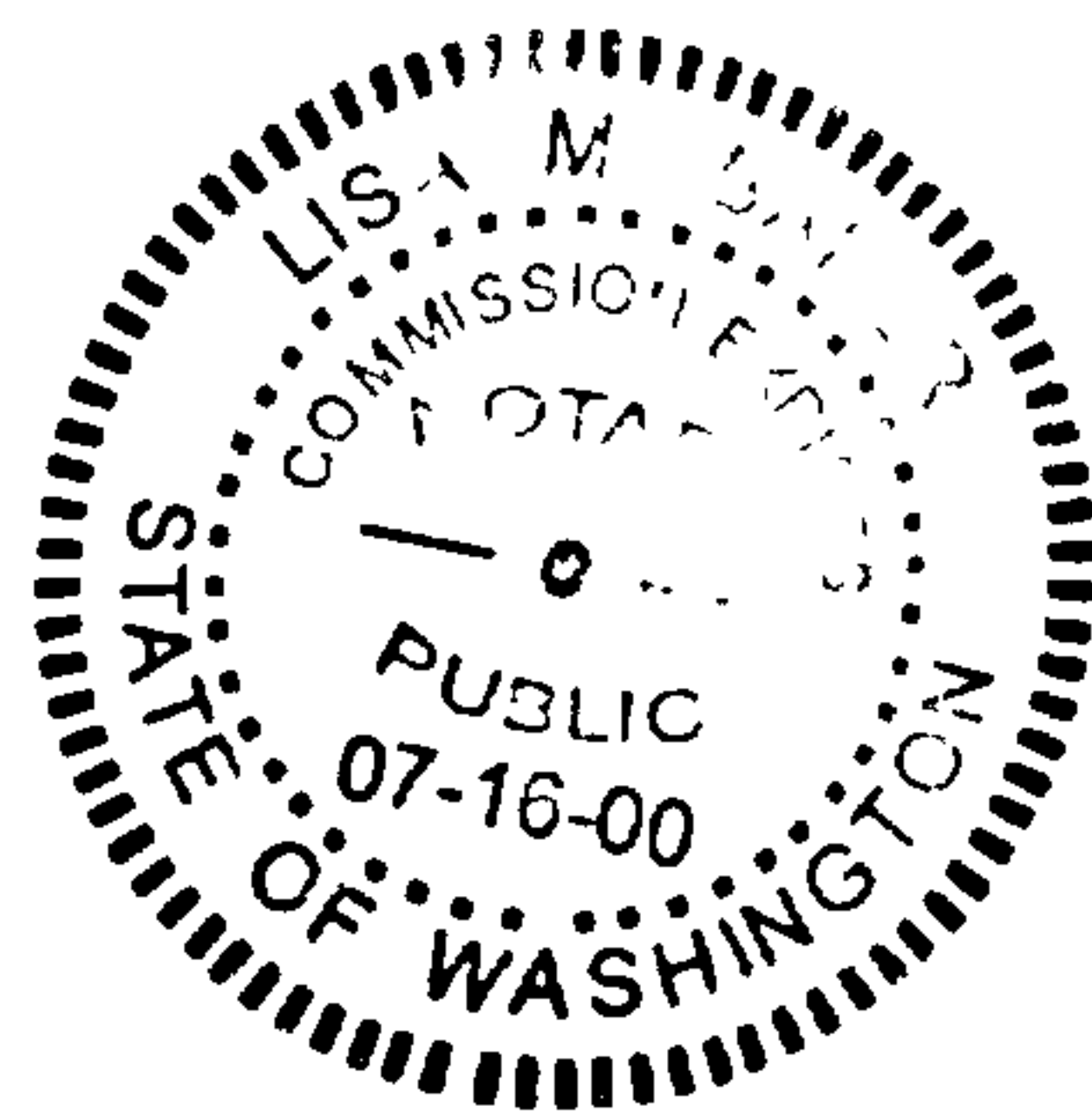
Lisa M. Baker
(Print Name)

Notary Public in and for the State of Washington, residing at BelleVue
My commission expires 7-16-00

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Stephen P. Washburn, to me known to be the Registered agent of the Redford Ranch Homeowners Association, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

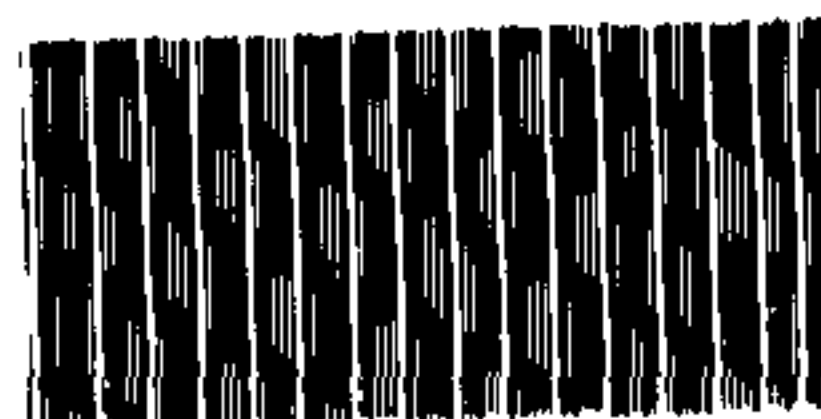
GIVEN under my hand and official seal this 1st day of September, 1999.



Lisa M. Baker
(Signature)

Lisa M. Baker
(Print Name)

Notary Public in and for the State of Washington, residing at BelleVue
My commission expires 7-16-00



**EXHIBIT A
TO
RECREATIONAL FACILITIES USE AND EASEMENT AGREEMENT
(Legal Description of The Glen at Redford Ranch Plat
and the Meadow at Redford Ranch Plat)**

The Meadow at Redford Ranch Plat:

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 4;

THENCE N 00°25'53" E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 652.64 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF NORTHEAST QUARTER;

THENCE N 89°20'39" W ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 430.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 430.00 FEET OF SAID SUBDIVISION AND THE EAST RIGHT-OF-WAY MARGIN OF 227TH AVENUE S.E. AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUING N 89°20'39" W ALONG SAID SOUTH LINE A DISTANCE OF 60.00 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF 227TH AVENUE S.E.;

THENCE S 00°25'53" W ALONG SAID WEST RIGHT-OF-WAY MARGIN A DISTANCE OF 3.85 FEET;

THENCE N 89°26'29" W A DISTANCE OF 180.00 FEET;

THENCE N 00°25'53" E A DISTANCE OF 4.24 FEET;

THENCE N 89°19'04" W A DISTANCE OF 327.39 FEET;

THENCE S 00°34'34" E A DISTANCE OF 4.95 FEET;

THENCE N 89°26'29" W A DISTANCE OF 336.49 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE N 00°28'28" E ALONG SAID WEST LINE A DISTANCE OF 663.89 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE S 89°00'06" E ALONG THE NORTH LINE THEREOF A DISTANCE OF 903.33 FEET TO THE NORTHWEST CORNER OF SAID EAST 430.00 FEET OF SAID SUBDIVISION;

THENCE S 00°25'53" W ALONG THE WEST LINE OF SAID EAST 430.00 FEET A DISTANCE OF 655.21 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS LOT "X" OF KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L99L0038 AS RECORDED UNDER RECORDING NUMBER 9903259012.

The Glen at Redford Ranch Plat:

LEGAL DESCRIPTION

That portion of the Southeast quarter of the Northeast quarter of Section 4, Township 24 North, Range 6 East, Willamette Meridian, in King County, Washington described as follows:

Beginning at the East quarter corner of said Section 4;

Thence N 00°25'53" E along the East line of said Northeast quarter a distance of 652.64 feet to the Southeast corner of the North half of the said Southeast quarter of the Northeast quarter;

Thence N 89°20'39" W along the South line of said subdivision a distance of 490.00 feet to the West right-of-way margin of 227th Avenue S.E.;

Thence S 00°25'53" W along said West right-of-way margin a distance of 3.85 feet to the True Point of Beginning of the herein described parcel;

Thence N 89°26'29" W a distance of 180.00 feet;

Thence N 00°25'53" E a distance of 4.24 feet;

Thence N 89°19'04" W a distance of 327.39 feet;

Thence S 00°34'34" E a distance of 4.95 feet;

Thence N 89°26'29" W a distance of 336.49 feet to an intersection with the West line of the Southeast quarter of the Northeast quarter of said Section 4;

Thence S 00°28'28" W along said West line a distance of 325.02 feet to the Southwest corner of the North half of the South half of said subdivision;

Thence S 89°30'55" E along the South line of said subdivision a distance of 844.02 feet to an intersection with said West right-of-way margin;

Thence N 00°25'53" E along said West right-of-way margin a distance of 323.93 feet to the True Point of Beginning.

(Also known as Lot "Y" of King County Boundary Line Adjustment No. L99L0038 under Recording Number 9903259012.



CHICAGO TITLE EAS

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KING COUNTY, WA

**EXHIBIT A
TO
RECREATIONAL FACILITIES USE AND EASEMENT AGREEMENT
(Legal Description of Multifamily Land)**

The west 400 feet of the East 430 Feet of the North 660 Feet of the Southeast quarter of the Northeast quarter of the Section 4, Township 24, North Range 6 East Willamette Meridian, in King County, Washington;

Except the south 200 feet of the North 560 feet of the west 217 feet thereof.

(Also known as Lot B, King County Boundary Line Adjustment for Pacific Properties (Redford) No. L96L0174, recorded under Recording Number 9703249004.)

