

RECORDED AT THE REQUEST OF AND  
AFTER RECORDING RETURN TO

Amelia J. Adair  
Quadrant Homes  
P.O. Box 130  
Bellevue, WA 98009



200605171116 6 PGS  
05/17/2006 4:22pm \$37.00  
SNOHOMISH COUNTY, WASHINGTON

**SUPPLEMENTAL AGREEMENT REGARDING  
ACCESS AND MAINTENANCE AGREEMENT**

**CHICAGO**

5970948

(6) 37-

Grantor L106-1 Remington Heights, LLC, a Washington limited liability  
Company, the Remington Heights Homeowners Association

Grantees L106-1 Remington Heights, LLC, a Washington limited liability  
Company, the Remington Heights Homeowners Association

Legal Description Tract 999 of Plat under AFN 200503305134

Tax Parcel Nos 27070500100200, 27070500102100  
27070500100201, 01026900099900

Related Documents 200503300236

THIS SUPPLEMENTAL AGREEMENT REGARDING ACCESS AND  
MAINTENANCE AGREEMENT dated May 15th, 2006 ("Supplemental  
Agreement") is made by and between L106-1 Remington Heights, LLC, a Washington  
limited liability company, and Remington Heights Homeowners Association, a  
Washington non-profit corporation, for the purpose of supplementing and clarifying the  
rights and obligations of the Residential Association and the Golf Course Owner under that  
Access and Maintenance Agreement ("Access and Maintenance Agreement") dated as of  
March 24, 2005, and recorded under Snohomish County Recording Number  
200503300236. All capitalized terms not otherwise defined herein shall have the same  
meanings as the identical capitalized terms in the Access and Maintenance Agreement.

CHICAGO TITLE INSURANCE COMPANY HAS PLACED  
THIS DOCUMENT OF RECORD AS A CUSTOMER  
COURTESY AND ACCEPTS NO LIABILITY FOR THE  
ACCURACY OR VALIDITY OF THE DOCUMENT.

As of the date of this Supplemental Agreement, L106-1 Remington Heights, LLC is the Golf Course Owner and Remington Heights Homeowners Association is the Residential Association under the Access and Maintenance Agreement

The parties hereby agree as follows

1 Golf Course Owner Standard of Care While the Residential Association is responsible for maintaining, repairing and replacing the LOSSSS under the Access and Maintenance Agreement, the Golf Course Owner, its agents and invitees, when using the LOSSSS for its own facilities and/or when engaging in any activities on or around the areas of the Golf Course Property in which LOSSSS components are located, shall conduct themselves with reasonable care and in a manner consistent with the best management practices applicable to the LOSSSS, as such practices are identified by the Residential Association's Septic Manager for the LOSSSS or any government entity with jurisdiction over the LOSSSS. The Golf Course Owner shall take reasonable steps to inform users and persons performing maintenance of the Golf Course Property of the practices to be adopted which protect the LOSSSS components, including signage, limitations upon earth movement, and regulation of the use of chemicals and fertilizers. The Residential Association shall from time to time supply to the Golf Course Owner information about such best management practices

2 Golf Course Owner Indemnity The Golf Course Owner shall indemnify, defend and hold the Residential Association harmless from and against any and all claims arising from any breach or default in the performance of any obligation under the provisions of this Supplemental Agreement, the Access and Maintenance Agreement, or arising from any negligence of Golf Course Owner or any of its agents, contractors or employees. This indemnification and hold harmless is intended to include any and all costs, attorneys' fees, expenses and liabilities incurred, including those incurred in the defense of any such claim or action or proceeding brought thereon

3 Clarification of Lien Release Requirement/Indemnification against Liens The requirement set forth in Section 1(a)(iii) of the Access and Maintenance Agreement regarding third parties providing lien releases only applies to installation, replacement or repair work costing in excess of \$5,000 and the Residential Association can satisfy such requirement by providing a lien release following completion of the applicable work. The Residential Association shall secure the prompt release of any liens filed in connection with any such work and shall indemnify, defend and hold Golf Course Owner harmless from and against any and all such liens. This indemnification and hold harmless is intended to include any and all costs, attorneys' fees, expenses and liabilities incurred, including those incurred in the defense of any such claim or action or proceeding brought thereon

4 Waiver of Additional Insured Requirement The requirement set forth in Section 3.1 of the Access and Maintenance Agreement that the insurance to be maintained by the Residential Association name the Golf Course Owner as an additional insured is hereby waived by the Golf Course Owner

5 Binding Effect The covenants contained in this Supplemental Agreement shall run with the land, and shall be appurtenant to and burden the Golf Course Property, which is legally described on Exhibit A attached hereto

6 Captions The captions and paragraph headings contained in this Supplemental Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Supplemental Agreement, nor the intent of any provision hereof

7 Attorneys' Fees In the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms, covenants, agreements and/or conditions of this Supplemental Agreement, it is understood and agreed that the substantially prevailing party in such litigation shall be entitled to be reimbursed by the substantially non-prevailing party for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including appellate fees) and court costs.

8 Amendment This Supplemental Agreement may not be modified or amended without the prior written approval of the Golf Course Owner and the Residential Association

9. Severability In any clause, sentence, or other portion of the terms, conditions, covenants and restriction of this Supplemental Agreement becomes illegal, null or void for any reason, or is held by any court, of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

10 Enforcement In the event of a breach of any of the covenants or agreements set forth in this Supplemental Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction

11 Counterparts This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart

IN WITNESS WHEREOF, this Supplemental Agreement is executed as of the date first shown above

**L106-1 REMINGTON HEIGHTS, LLC**


By: Barclays North, Inc

By

  
Tony Kastens, its President

**REMINGTON HEIGHTS HOMEOWNERS ASSOCIATION**

By

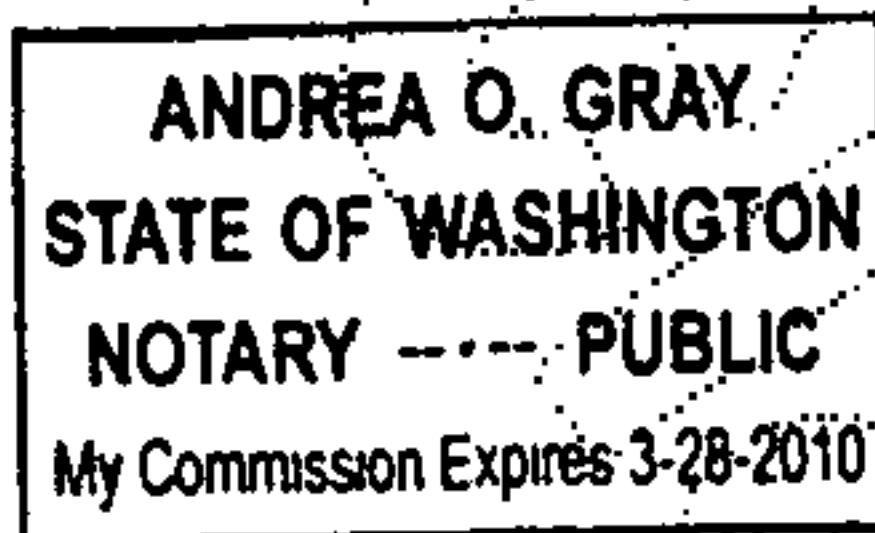
  
Mark S. Gray, its President



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that **Tony Kastens** is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the **President of Barclays North, Inc.**, the sole member of **L106-1 Remington Heights, LLC** on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

SUBSCRIBED and SWORN to before me this 15<sup>th</sup> day of May, 2006

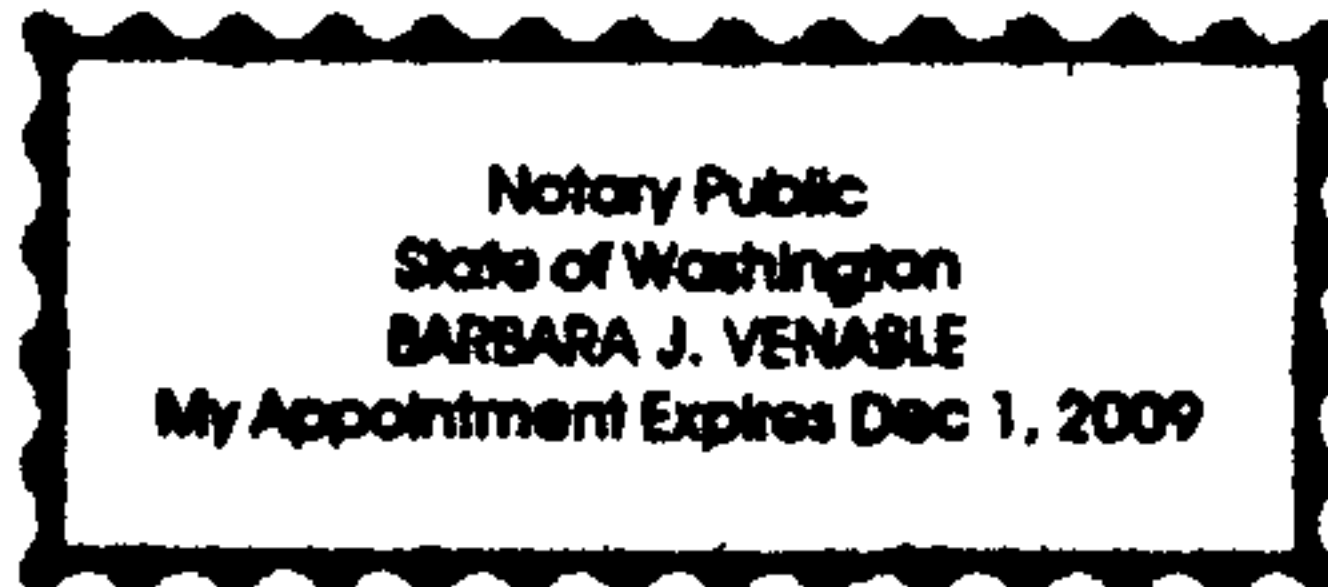


Andrea O. Gray  
(printed name) Andrea O. Gray  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish  
My Commission expires 3/28/2010

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Mark S. Gray** is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the **President of Remington Heights Homeowners Association**, on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

SUBSCRIBED and SWORN to before me this 12<sup>th</sup> day of May, 2006



Barbara J. Venable  
(printed name)  
NOTARY PUBLIC in and for the State of  
Washington, residing at King County  
My Commission expires 12/1/2009

## **EXHIBIT A**

### **Golf Course Property Legal Description**

Tract 999, Remington Heights, a Planned Residential Development, according to the Plat thereof recorded under Auditor's File Number 200503305134, records of Snohomish County, Washington