

**AFTER RECORDING RETURN TO:**

Geoff Clark  
South Richland Communities, LLC  
PO Box 1307  
Gig Harbor, WA 98335

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**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS FOR WEST VINEYARD, PHASE 2**

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GRANTORS: South Richland Communities, LLC, a Washington limited liability company  
GRANTEE: The Public; West Vineyard Phase 2

ABBREVIATED LEGAL DESCRIPTION: Phase 2, as recorded under Auditor's Plat of West  
Vineyard, File No. 2021-029647, Book 15, Page 715 of Plats, Records of Benton County, Washington.  
ASSESSOR'S PARCEL NO. 132983000003024

LEGAL DESCRIPTION: TRACTS A, B, C, D, AND E, TOGETHER WITH LOTS 1 THROUGH 46,  
INCLUSIVE, PLAT OF WEST RICHLAND, PHASE 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 15 OF PLATS, PAGE 715, RECORDS OF BENTON COUNTY,  
WASHINGTON.

Reference Documents: Auditor's File No. 2021-030980

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**THIS FIRST AMENDMENT** to the Declaration of Covenants, Conditions, Restrictions and  
Easements of West Vineyard, Phase 2 ("Amendment") is made this 20<sup>th</sup> day of July, 2021 by  
South Richland Communities, LLC a Washington limited liability company, (hereinafter  
referred to as "Declarant") for WEST VINEYARD PHASE 2

**RECITALS:**

WHEREAS, on June 29, 2021, the Declaration of Covenants, Conditions, Restrictions  
and Easements of West Vineyard Phase 2 was executed by South Richland Communities,  
LLC, as the Declarant, which Declaration was recorded under Benton County Auditor's File  
No. 2021-030980; and

WHEREAS, pursuant to Section 13.1 of the Declaration, the Declarant has the option to  
amend the Declaration on behalf of all Lot Owners, as follows:

13.1 Amendments by Declarant or Association. Declarant acting alone may amend this Declaration at any time during the Development Period on Declarant's sole signature, subject to the approval of the Master Board, which approval shall not be unreasonably withheld. All Owners agree to be bound by such amendment or amendments as made by the Declarant pursuant to this provision, and hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record such amendments. This Declaration may also be amended at any time by the Association if Owners having sixty-seven percent (67%) or more of the total outstanding votes in the Association vote for such amendment subject to the approval of the Master Board, which approval shall not be unreasonably withheld, provided that during the Development Period, no such amendment shall be valid without also obtaining prior written consent of the Declarant.

and;

WHEREAS, pursuant to Section 1.12 of the Declaration, the Development Period is defined as:

1.12 "Development Period" shall mean the period of time from the date of recording of the first plat in West Vineyard Phase 2 until 60 days after all of the Real Property has been platted and title to 75% of the Lots (including Lots added by amendment to this Declaration) have been transferred to retail purchasers or any shorter period, as determined by the Declarant at Declarant's sole discretion. For purposes of this definition "retail purchasers" means a person who purchases a Lot for purposes of residing in or renting the Housing Unit or Units thereon and shall not include any person who purchases one or more Lots for the purpose of constructing Housing Units thereon for resale. A Builder is not a retail purchaser. Declarant hereby assigns its rights, duties, and interests as Declarant to South Richland Communities, LLC d/b/a SRC, LLC.

and;

WHEREAS, the Development Period is currently ongoing;

and;

WHEREAS, pursuant to Section 1.22 of the Declaration, the "Real Property" and "West Vineyard Phase 2" is defined as:

1.29 "Real Property" and "West Vineyard Phase 2" shall both mean the real property described in Exhibit A, and any additions thereto as may hereafter be subjected to the terms of this Declaration and all improvements and structures now or hereafter placed thereon. Currently, West Vineyard Phase 2 consists of (1) Phase.

NOW WHEREFORE, the Declaration is hereby amended as follows:

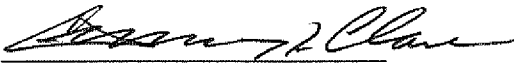
Section 5.2 - An additional \$75 shall be paid to the Association at closing for a transfer fee shall be deleted.

Section 5.4.1 is hereby deleted in its entirety and is replaced by the following:

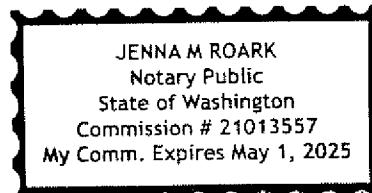
5.4.1 The general per Lot assessment shall be the amount of the Association's operating budget divided by the sum of the number of Lots. The initial annual assessment shall be \$420 per year or \$35 per month prorated from the time of closing, with the remaining prorated balance to be collected at closing through the end of the calendar year. Thereafter, each lot owner will be assessed the General Assessment annually in January.

IN WITNESS WHEREOF the undersigned has executed this First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for West Vineyard Phase 2 on: July 20, 2021

SOUTH RICHLAND COMMUNITIES, LLC,  
a Washington limited liability company


By:   
Geoffrey T. Clark  
Managing Member, Declarant

STATE OF WASHINGTON                    )  
  )  
County of                                    )       SS.



I certify that I know or have satisfactory evidence that Geoffrey T. Clark is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the managing member of SOUTH RICHLAND COMMUNITIES, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 7/20/21

  
NOTARY PUBLIC  
Print Name Jenna Roark  
My appointment expires: 5/1/25