



AFTER RECORDING RETURN TO:

Geoff Clark
Badger Developers, LLC
PO Box 1307
Gig Harbor, WA 98335

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS FOR WEST VINEYARD, PHASE 2 AND THE ANNEXATION
OF BADGER VIEW VILLAS**

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.

AND

LOTS 1-12 INCLUSIVE, AND TRACT X, PLAT OF BMS 4-PLEXS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 720, RECORDS OF BENTON COUNTY, WASHINGTON

Reference Documents: Auditor's File No. 2021-030980; 2021-034420; _____

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of West Vineyard, Phase 2 ("Amendment") is made this ____ day of August, 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, on July 21, 2021, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of West Vineyard Phase 2 was recorded under Benton County Auditor's File No. 2021-034420

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, under Section 3.4 the Declaration of Covenants, Conditions, Restrictions and Easements for Badger View Villas, A Plat Community, recorded of even date herewith, West Vineyard Phase 2 is granted the right to annex Badger View Villas into the West Vineyard Phase 2;

WHEREAS, under the terms of this Second Amendment, West Vineyard Phase 2 hereby exercises the right of annexation granted;

NOW WHEREFORE, the Declaration is hereby amended as follows:

1. The option to annex Badger View Villas as granted under Section 3.4 of the Declaration of Covenants, Conditions, Restrictions and Easements for Badger View Villas, A Plat Community.

2. As part of the annexation and pursuant to Section 3.4, the obligations set forth regarding common area maintenance and assessments for maintaining Common Areas specific to Badger View Villas (such as landscaping and park and facilities maintenance), along with use and aesthetic restrictions will be in addition to those assessments levied upon other owners in West Vineyard 2.

3. Section 1.29 is hereby deleted in its entirety and is replaced by the following:

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, including the Plat of Badger View Villas, 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:

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: August __, 2021

SOUTH RICHLAND COMMUNITIES, LLC,
a Washington limited liability company

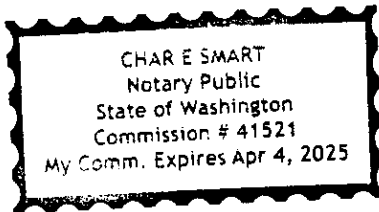
By: 
Geoffrey T. Clark

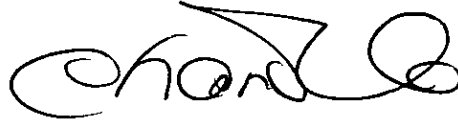
Managing Member, Declarant

STATE OF WASHINGTON)
County of Pierce) 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: 8-11-2021




NOTARY PUBLIC
Print Name Char E Smart
My appointment expires: 4-04-2025