

AFTER RECORDING RETURN TO:

Geoff Clark

Badger Developers, LLC

PO Box 1307

Gig Harbor, WA 98335

Chicago Title

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**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS FOR WEST VILLAGE, PHASE 2 AND ANNEXATION OF
ADDITIONAL REAL PROPERTY**

GRANTORS: BADGER DEVELOPERS, LLC, a Washington limited liability company

GRANTEE: South Richland Communities, LLC
The Public; West Village Phase 2

LEGAL DESCRIPTION: Phase 2, as recorded under Auditor's Plat of West Village, File No. 2018-002179. Records of Benton County, Washington.

Phase 3, as recorded under Auditor's File No. 2019-026673, records of Benton County, Washington.

ABBREVIATED LEGAL: Phase 2: Lots 1-8, Lots 52-57, Lots 83-142
Portions of the NW1/4, the NE1/4, the SE1/4 and the SW1/4 of Section 32, Township 09 North, Range 28 East of the W.M. City of Richland, Benton County, Washington.

Phase 3: Lots 1-68
Portions of the NW1/4, the NE1/4, the SE1/4 and the SW1/4 of Section 32, Township 09 North, Range 28 East of the W.M. City of Richland, Benton County, Washington.

Reference Documents: Auditor's File No. 2018-005349

Plat 1-3298-300-0003-016

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of West Village, Phase 2 ("Amendment") is made this 5 day of sept, 2019 by BADGER DEVELOPERS, LLC a Washington limited liability company, (hereinafter referred to as "Declarant") for WEST VILLAGE PHASE 2

RECITALS:

WHEREAS, on February 26, 2018, the Declaration of Covenants, Conditions, Restrictions and Easements of West Village Phase 1 was executed by Badger Developers, LLC,

Second Amendment to West Village - Phase 1 Page 1 of 4

as the Declarant, which Declaration was recorded under Benton County Auditor's File No. 2018-005349; 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 1.13 of the Declaration, the Development Period is defined as:

1.13 "Development Period" shall mean the period of time from the date of recording of the first plat in West Village Phase 1 until all of the Real Property has been platted and title to 100% of the Lots 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.

and;

WHEREAS, the Development Period is currently ongoing;

and;

WHEREAS, pursuant to Section 1.29 of the Declaration, the "Real Property" and "West Village Phase 2" is defined as:

1.29 "Real Property" and "West Village 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.

WHEREAS, Declarant is identified in Section 1.12 as "BADGER DEVELOPERS, LLC a Washington limited liability company or such successor assign as Declarant may designate by a writing recorded with the Benton County Auditor."

WHEREAS, Badger Developers, LLC has assigned and transferred the property owned by Declarant to South Richland Communities, LLC which shall hereafter constitute the Declarant by assignment.

NOW WHEREFORE, the Declaration is hereby amended as follows:

Section 1.15 is hereby deleted in its entirety and is replaced by "'Housing Unit' shall mean a single family dwelling, or duplex as permitted on only Lots 5, 12, 41, 46 and 56"

Section 7.12 shall be deleted in its entirety and is replaced by the following:

7.12. Fees. The ACC may charge a fee for review of any matter submitted to it. Any fee schedule adopted by the ACC must be approved by the Board. The initial application fee for submission of plans and specifications is \$277.00 which must be paid at the time the application is submitted.

Section 8.15 is hereby deleted in its entirety and is replaced by the following:

8.15 Commercial Uses. No business, trade or similar activity may be conducted in or from any Housing Unit except that an Owner or occupant residing in a Housing Unit may conduct business activities in or from the Housing Unit, upon prior Board approval, if the business activity (a) conforms to all zoning and land use regulations applicable to the Lot; (b) is accessory, incidental and secondary to the use of the Housing Unit for residential purposes; and (c) is consistent with the residential character of the development and does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other residents as determined by the Board at its sole discretion. This section 8.15 shall not apply to any activity conducted by the Declarant during the Development Period. For purposes of this section rental of Housing Units shall not constitute commercial use, provided, that the Association shall have the authority to regulate, including prohibit, the rental of Housing Units where the term of the lease is less than 30 days.

Pursuant to Section 1.29 and Section 13.1, Declarant further annexes and add the following property legally described in **Exhibit A** to the Real Property subject to the Declaration:

Pursuant to Section 1.12, Declarant hereby assigns its rights, duties and interests as Declarant to South Richland Communities, LLC d/b/a SRC, LLC.

EXHIBIT A

THAT PORTION OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 32 TOWNSHIP 9 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, SITUATE IN THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 89°06'09" WEST 3310.35 FEET ALONG THE SOUTH LINE OF SAID SECTION 32;

THENCE NORTH 0°53'51" WEST 1529.81 FEET TO A POINT ON THE SOUTH LINE OF LOT 56 OF THE PLAT OF WEST VILLAGE PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 576, RECORDS OF BENTON COUNTY AND THE TRUE POINT OF BEGINNING;

THENCE THE FOLLOWING 17 COURSES ALONG THE NORTH BOUNDARY OF THAT PARCEL DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2018-013075, RECORDS OF BENTON COUNTY, WASHINGTON:

THENCE NORTH 87°24'32" EAST 114.03 FEET;

THENCE NORTH 86°35'33" EAST 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 422.00 FEET, THENCE NORTHERLY 39.98 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'44" (THE LONG CHORD OF SAID CURVE BEARS NORTH 00°41'14" WEST 39.97 FEET);

THENCE SOUTH 87°58'22" EAST 128.34 FEET;

THENCE NORTH 00°09'18" EAST 7.55 FEET;

THENCE NORTH 12°02'14" EAST 87.31 FEET;

THENCE NORTH 28°58'43" EAST 85.92 FEET;

THENCE NORTH 43°58'55" EAST 84.69 FEET;

THENCE NORTH 60°03'45" EAST 85.26 FEET;

THENCE NORTH 67°00'55" EAST 393.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2547.00 FEET, THENCE SOUTHEASTERLY 12.83 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'19" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 22°55'10" EAST 12.83 FEET);

THENCE NORTH 66°56'10" EAST 160.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2387.00 FEET, THENCE LEAVING THE NORTH LINE OF SAID PARCEL SOUTHEASTERLY 240.60 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°46'31" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 25°57'05" EAST 240.50 FEET);

THENCE SOUTH 61°09'40" WEST 160.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2547.00 FEET, THENCE NORTHWESTERLY 1.37 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°01'51" (THE LONG CHORD OF SAID CURVE BEARS NORTH 28°49'25" WEST 1.37 FEET);

THENCE SOUTH 61°11'31" WEST 104.39 FEET;

THENCE SOUTH 22°59'05" EAST 50.58 FEET;

THENCE SOUTH 32°20'20" EAST 226.74 FEET;

THENCE SOUTH 52°14'18" WEST 681.96 FEET;
THENCE SOUTH 83°05'03" WEST 90.47 FEET;
THENCE SOUTH 06°54'57" EAST 120.00 FEET;
THENCE SOUTH 83°05'03" WEST 9.48 FEET;
THENCE SOUTH 06°54'57" EAST 171.69 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL;
THENCE THE FOLLOWING SIX COURSES ALONG THE SOUTH AND WEST LINES OF SAID PARCEL:


THENCE SOUTH 85°55'33" WEST 194.61 FEET;
THENCE SOUTH 89°11'52" WEST 56.00 FEET;
THENCE NORTH 00°48'08" WEST 72.83 FEET;
TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00
FEET; THENCE NORTHWESTERLY 41.94 FEET ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 96°06'50";

THENCE SOUTH 83°05'03" WEST 54.65 FEET;
THENCE NORTH 06°54'57" WEST 166.00 FEET;
THENCE NORTH 06°36'41" WEST 542.40 FEET;
TO THE TRUE POINT OF BEGINNING.

CONTAINS 16.51 ACRES, MORE OR LESS.

Approval as to this Amendment and Ratification of First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for West Village Phase 2 AF No. 2018-011099.

NOR AM INVESTMENT, LLC,
a Washington limited liability company

By: 
Lawrence White
Managing Member

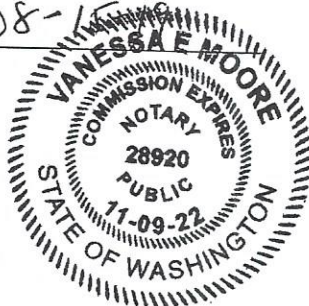
STATE OF WASHINGTON)

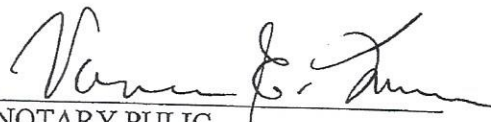
County of)

SS.

I certify that I know or have satisfactory evidence that Lawrence White 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 Nor Am Investment, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 08-15-2019




NOTARY PUBLIC
Print Name Vanessa E. Moore

My appointment expires: 11/09/2022

ACCEPTANCE OF ASSIGNMENT

SOUTH RICHLAND COMMUNITIES, LLC,
a Washington limited liability company

By: _____
Geoffrey T. Clark
Managing Member Declarant

IN WITNESS WHEREOF the undersigned has executed this Second Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for West Village Phase 2 on: September 5, 2019

BADGER DEVELOPERS, LLC,
a Washington limited liability company

By: *Geoffrey T. Clark*
Geoffrey T. Clark
Managing Member Declarant

STATE OF WASHINGTON)

County of Benton) 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 Badger Developers, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9-5-19

JL
NOTARY PUBLIC
Print Name *Jennifer L Lamb*
My appointment expires: 4.9.2022

