

AFTER RECORDING RETURN TO:
Geoff Clark
Badger Communities, LLC
PO Box 1307
Gig Harbor, WA 98335

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS,
AND EASEMENTS FOR SOUTH ORCHARD PHASES 1-4, A PLAT COMMUNITY**

GRANTORS: BADGER COMMUNITIES, LLC, a Washington limited liability company
GRANTEE: The Public; South Orchard Phases 1-4

LEGAL DESCRIPTION: Plat of South Orchard, Phases 1-4 of Benton County, Washington

ASSESSOR'S TAX PARCEL Nos.: 104882000003000; 104882000004000; 14882000005000;
104882000006000, Section 4, Township 8 North, Range 28 E, Willamette Meridian, Benton County

Additional Legal Description: See Attached Exhibits "A" for legal descriptions PARCELS A, B, C, D

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of South Orchard, Phases 1-4 ("Amendment") is made this 24 day of October, 2025 by BADGER COMMUNITIES, LLC a Washington limited liability company, (hereinafter referred to as "Declarant") for SOUTH ORCHARD PHASES 1-4

RECITALS:

WHEREAS, on March 5, 2024 the Declaration of Covenants, Conditions, Restrictions and Easements of South Orchard Phases 1-4 was executed by Badger Communities, LLC, as the Declarant, which Declaration was recorded under Benton County Auditor's File No. 2024-004016; 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 South Orchard Phases 1-4 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 Badger Communities, LLC d/b/a BC, LLC

and;

WHEREAS, the Development Period is currently ongoing;

NOW WHEREFORE, the Declaration is hereby amended as follows:

Section 7.5 is hereby amended as follows:

The words "West Village Phase 1, West Village Phase 2, and West Village neighborhoods" is hereby deleted as a scrivener's error and is replaced by the words "South Orchard".

Section 8.1.1 is hereby amended as follows:

After the words "South Orchard Phase 1" the following words are hereby added "and in South Orchard Phase 2, small lots and alley lots with the exception of Lot 276-a alley lot which is also classified as a duplex lot: (Lots 198, 200-217, 220-230, 233, 235-250) will not be considered for ACC approval for a shop or accessory building.

After the words "The larger lots (145-167) in South Orchard Phase 1", the words "and the remaining lots in South Orchard Phase 2 that are not listed as small, alley or duplex lots may be considered for ACC approval for a shop or accessory building."

After the words "and are subject to review" the following words are added "and approval at the sole discretion of the ACC, this discretion being necessary as many lots within South Orchard cannot accommodate ADU's consistent with applicable zoning and lot size requirements"

Section 8.4.1(h) is hereby amended to include "and small lots and alley lots with the exception of lot 276-an alley lot which is also classified as a duplex lot (Lots 198, 200-217, 220-230, 233, 235-250) in South Orchard Phase 2."

Section 8.4.1.(j) is hereby amended to include "and Lots 264, 273, and 276 in South Orchard Phase 2"

Section 8.4.1.(k) is hereby added as follows: House plans with a proposed shed roof line may need some modification in order to maintain architectural harmony within the community. The ACC can deny a plan if it believes the shed roof or overall design negatively impacts the community's appearance.

Section 8.9 is hereby amended as follows:

After the words "South Orchard Phase 1" the following words are hereby added: "and all lots in South Orchard Phase 2".

Adding Section 8.9.1

8.9.1 South Orchard Phase 2 date of landscaping completion. All homes must have completed front and rear landscaping prior to receiving a MACR (Master Agreement Consistency Recommendation) Level 2 which is required to be submitted to the City of Richland in order to receive an "occupancy permit".

Section 8.11 Fences is hereby amended as follows:

8.11 Fences, Retaining Walls, and Screening Walls

Adding Section 8.11.2, 8.11.3 and 8.11.4

8.11.2 - Retaining Walls

Retaining Walls South Orchard Phase 2

Several lots in South Orchard Phases 1- 4 have or will have screening walls and retaining walls installed near the rear or side lot lines. Some of these walls are required to be installed by the City of Richland and other walls will be installed to enhance the privacy of the lot owner at the developers expense if the developer decides the lot needs the wall for the

benefit of the community. The outer portion of the wall installed by the Developer will be maintained by the South Orchard Phase 1-4 HOA. The inner portion of the wall shall be maintained by the lot owner.

Access to the wall/property shall be granted by the homeowner to the HOA/Developer for maintenance and installation of the wall. Some of the required walls will be installed prior to the lot transferring ownership to the lot owner and there may be a situation where the wall will be installed after transferring ownership to the lot owner.

The rear or side property line of the lots that have the required wall built on them will have a 2 foot wide wall buffer access for the construction and maintenance of the wall.

Any walls constructed by the developer on any lot will not be tampered with or removed by the lot/homeowner. If a lot/homeowner fails to comply with this and a wall needs to be repaired or replaced due to a lot/homeowners damaging the wall, the cost to replace/repair shall be borne by the lot/homeowner.

8.11.3 Rear Lot Screening and Retaining Walls

Rear Lot Screening Wall (6 foot block wall)- Lots in South Orchard that will have a 6 foot block wall near the rear property line of each lot are lots: 234-250

Rear Lot Retaining Wall (4 foot block wall)- Lots in South Orchard 2 that will have a retaining wall near the rear property line of each lot are lots: 235-250, lot 198, and lots 260-263

Side Yard Screening Wall (6 foot block wall)- Lots 182-183, lots 251, and lots 259-260

Side Yard Retaining Wall (4 foot block wall)- Lots 251, 259, and 260, and lot's 182-183

8.11.4 - Entrance Lots- Lots 182 and 251 may have entrance lettering on the angular exterior portion of the block wall as these lots are situated on a entrance to South Orchard. Any lots that border the entrances to the 4 phases of South Orchard may have a entrance sign or lettering on the exterior side of the wall depicting the entrance to South Orchard. Therefore, the Developer/HOA retains the right and option to place a sign/lettering on the exterior portion of a wall on those particular lots. The signage will be maintained by the HOA.

Section 8.35 Duplex Housing is hereby amended as follows:

After the words "South Orchard Phase 1", the following words are hereby added: "and on Lots 264, 273, and 276 of South Orchard Phase 2."

Adding Section 8.36

8.36 Alley Lots. Lots 276 through 290 are alley lots. These lots are served and accessed by Savanna Avenue and are not accessible via Gage Boulevard. The front door of homes built on these lots must face Gage Boulevard. Lot 276 is a duplex lot with the

potential of 2 front doors which may face different directions based on ACC approval. Lot 290 may be accessed off of Savanna Avenue (the alleyway) or Nuthatch Street if allowed by the city of Richland.

LOTS THAT SHARE A PROPERTY LINE WITH THE ALLEYWAY

Lots 264-272 shall not access their lot via the alleyway (Savanna Avenue). All construction work shall be done via Nuthatch Street (Lot 264) or Whitesage Avenue unless a special short term circumstance has been granted for access on Savanna Avenue by submitting a request to the ACC. Lots 274 and 275 will have a shared driveway access off of Savanna Avenue. Lot 274 and 275 will have a shared driveway maintenance agreement. Lot 274 will have a recorded easement over Lot 275.

Section 10.3 is hereby amended to include "alleyways" a common area subject to Association maintenance.

IN WITNESS WHEREOF the undersigned has executed this First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for South Orchard Phases 1-4 on: October __, 2025

BADGER COMMUNITIES, LLC,
a Washington limited liability company

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

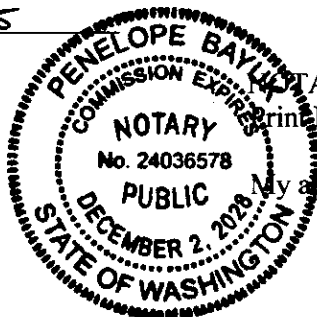
STATE OF WASHINGTON)

SS.

County of BENTON

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 Communities, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/14/2025



NOTARY PUBLIC

Print Name Penelope Bayuk

My appointment expires: 12/02/28