

**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

Joel R. Comfort
MILLER, MERTENS, & COMFORT, PLLC
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND USE RESTRICTIONS
FOR WILD CANYON**

Reference numbers of related documents: 2018-020828

Grantor: Pahlisch Homes at Horn Rapids Limited Partnership, an Oregon Limited Partnership

Grantee: Pahlisch Homes at Horn Rapids Limited Partnership, an Oregon Limited Partnership

Abbreviated Legal Description: A Portion of the South Half of the Southeast Quarter and the East Half of the Southwest Quarter of Section 20, Township 10 North, Range 28 East, W.M., Benton County, Washington.

Additional legal description: See Exhibit "A"

Assessor's Tax Parcel ID Number: 1-2008-400-0002-005; 1-2008-400-0002-006;
1-2008-400-0002-007;

WHEREAS, North Stone Richland, LLC, as Declarant, created the Wild Canyon Subdivision of Horn Rapids, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on July 17, 2018 under Recording No. 2018-020828, a Declaration of Covenants, Conditions, Restrictions and Use Restrictions for Wild Canyon; and

WHEREAS, North Stone Richland, LLC, as Declarant, reserved unto itself the right to amend the Declaration of Covenants, Conditions, and Restrictions for Wild Canyon; and

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WHEREAS, Pahlisch Homes at Horn Rapids Limited Partnership, an Oregon Limited Partnership, is the successor in interest to North Stone Richland, LLC, and as successor in interest to North Stone Richland, LLC has all rights of the Declarant under the Declaration of Covenants, Conditions, and Restrictions for Wild Canyon; and

WHEREAS, Pahlisch Homes at Horn Rapids Limited Partnership desires to amend said Declaration of Covenants, Conditions, Restrictions and Use Restrictions for Wild Canyon;

NOW, THEREFORE, Pahlisch Homes at Horn Rapids Limited Partnership does hereby amend the Declaration of Covenants, Conditions, Restrictions and Use Restrictions for Wild Canyon as follows:

- (1) Section 2.5 (1) – All Corner Lots (Wild Canyon Phase 1, Lots 18, 25, 39, 49, 50, 54, 58, 60, 66; and Wild Canyon Phase 2, Lots 22, 29, 30, 38, 39 and **48**, [see attached Exhibit A-1]) shall be stucco, with optional masonry accents allowed. Front elevation stucco trim around doors and windows on these Lots shall be 4” minimum width and contain details of contour elements such as flutes, sills, curves, or raised areas. Examples are available from ICC and/or ACC: Catalog of Foam Shapes, pages 1, 2, 3, 4, 6, 9, 18, 19. ICC submittals must include examples of Stucco Trim Details. Flat plain trim will not be allowed on Corner Lots.
- (2) Section 2.5 (11). Fences – All fences Shall be Vinyl, Cedar Wood or Open Rail Black Metal as described in the Home Owners Master Association Architectural Controls- GUIDELINES, CRITERIA AND PROCEDURES and as further described below:
 - Vinyl Fences shall be made of double wall extruded vinyl, co-extruded with Titanium Oxide (TiO₂) UV inhibitor (12 parts), minimum 1/8 in. wall thickness. Color for posts, rails and tongue-and-grooved insert panels (boards) shall be "Weathered Cedar" by Kroy manufacturing and rated for 100 mph wind load. Maximum overall height of 6 feet using 5" x 5" posts, with 2" x 6" top rail and 2" x 6.5" bottom rails, 1" x 8" tongue-and-grooved insert panels (boards). No Lattice. This quality of vinyl fence typically has a 25 year or Lifetime warranty.
 - **National Vinyl Brand Only in ‘Driftwood’ Color**
 - **National Vinyl Brand Only in ‘Weathered Aspen’ Color**
 - Cedar wood, neighborhood friendly, with 1”X4” Cedar trim cover on metal post. All wood fences shall be constructed in accordance with the plans, specs and photo’s attached. The (3) runners and top rail shall be fir.
 - Color – All wood fences shall be painted using solid stain; color is Sherwin Williams Downing Earth SW#2820

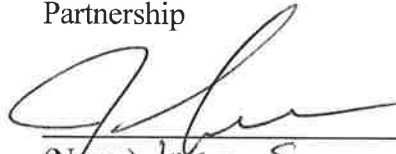
- Solid Fence maximum Height - 6ft, unless a swimming pool is installed at which time the fence shall meet applicable codes.
- Fences constructed on rear or side lot lines, that are adjacent to common areas or parks may be the cedar wood, vinyl fence or open rail black metal fence
- Open rail black metal fences shall be of an open design as follows:
 - Post shall at intervals of no less than six feet (6') and no greater than ten feet (10') on center except for terminations at corners, gates or structures.
 - Post shall be no greater than six inches (6") in any directions.
 - All fence pickets shall be vertical.
 - Fence pickets shall be no greater than two inches (2") and no less than three quarter inch (3/4") in any dimension.
 - Black Wrought or Tubular Iron Fencing will be required.
 - Openings are required adjacent each vertical picket. The opening shall not exceed four inches (4") or be less than two and one half inches (2 ½") in width.
 - Only two horizontal support members are permitted. The horizontal support member shall not exceed four inches (4") in any direction
- **BLOCK Fencing**
 - **Split Face Charcoal Block for Pilasters & Panels with (1) row of Gray Block, installed on the second row from the top. Split face block should be visible from all street facing elevations. For fencing not visible from the street, alternating rows of split face block would be acceptable as good-neighbor fencing.**

- (3) All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Covenants, Conditions, Restrictions and Use Restrictions for Wild Canyon shall remain in full force and effect.

DATED this 26 day of JANUARY 2021.

PAHLISCH HOMES AT HORN RAPIDS
LIMITED PARTNERSHIP, an Oregon Limited
Partnership

By:

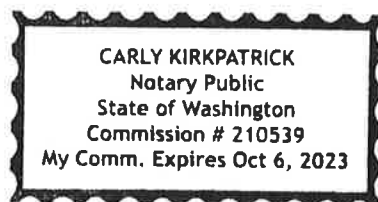


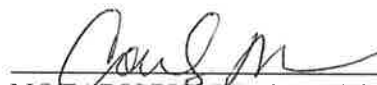
(Name) Jason Spence, (Title) MGR of
Pahlisch Homes, Inc., the limited partner of Pahlisch
Homes at Horn Rapids Limited Partnership

STATE OF Washington)
)
COUNTY OF Benton) §

On this 26th day of January, 2021, before me, the undersigned Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Jason Spence, to me known to be the MGR of Pahlisch Homes, Inc., the limited partner of Pahlisch Homes at Horn Rapids Limited Partnership, the limited partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.




NOTARY PUBLIC in and for the State of
Washington, residing at Kennewick
My Commission Expires: Oct 6, 2023

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FIRST AMENDMENT TO DECLARATION OF
COVENANTS

EXHIBIT A
LEGAL DESCRIPTION

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