



AFTER RECORDING RETURN TO:

AMENDMENT TO DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS FOR BIRCHFIELD COMMONS AND  
SURROUNDING PROPERTIES

REFERENCE NUMBER(S) of related documents: 3465924, 3502618, 3541988,  
3498645, 3540296, 3465924, 3569089, 3555252,  
3561965, 3565573, 3567540

GRANTOR(S):

1. BIRCHFIELD PLOT 1 INC., a Washington Corporation, successor by merger to Birchfield Plot 3, 4 and 5, Inc.
2. AYERS CONSTRUCTION INC., a Washington Corporation.
3. Daniel Bardonski and Amanda Bardonski, husband and wife.
4. Jordan Hull, a single person,
5. Kory Rogers and Ashley Rogers, husband and wife,
6. Daniel J. Zwickl and Julie A. Zwickl, husband and wife, and
7. Brian McBride and Pamela McBride, husband and wife.

GRANTEE(S): GRANTOR(S) and FUTURE GRANTEE(S)

ABB. LEGAL DESC: Ptn. of SW 1/4 & SE 1/4 of the NW 1/4, SW 1/4 NE 1/4, NW 1/4 SE 1/4 and NE 1/4 SW 1/4 of Sec 23, T13N, R1W, W.M. LCW

Complete legal descriptions on attachments.

ASSESSOR'S PARCEL NOS.:

017104124002, 017104124055, 017104124056, 017104124057, 017104124053,  
017104124051, 017104124052, 017104124053, 017104011001, 017104011002,  
017104011003, 017104011004, 017104011005, 017104011006, 017104011007,  
017104011008, 017104011009, 017104011010, 017104011011, 017104011012,  
017104011013, 017104011014, 017104011015, 017104011016, 017104011017,  
017104011018, 017104011019, 017104011020

**AMENDMENT TO DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS FOR BIRCHFIELD COMMONS AND  
SURROUNDING PROPERTIES**

The undersigned owners of all the real property subject to the Declaration of Protective Covenants and Restrictions for Birchfield Commons and Surrounding Properties, recorded with the Lewis County Auditor July 9, 2021 under file number 3555199, copy attached as Exhibit A and incorporated herein by this reference, hereby amend, modified and/or corrected, for their mutual benefit and the mutual benefit of all their respective real property, as well as for their successors, assignees, and future Grantee(s), said Declaration of Protective Covenants and Restrictions for Birchfield Commons and Surrounding Properties, as follows:

A. The following paragraphs and provisions are hereby amended and/or modified as follows:

1. Paragraph 7 "Setbacks" is amended, modified, corrected as follows:

No structures shall be constructed nearer than Seventy-Five (75) feet from the front lot line, or nearer than Forty (40) feet from any side lot line, provided however, due to the unique character and topography of Lot K, the required setback from the westerly side lot line of Lot K is a **minimum** of Twenty (20) feet. The **minimum** Twenty (20) feet setback from the westerly side lot line applies only to Lot K.

2. Paragraph 9 "Driveway" is amended, modified, corrected as follows: Rock driveways are prohibited.

Driveways to the residence or outbuildings which are used by vehicles shall be blacktop or concrete and maintained such that a smooth surface, reasonably free of vegetation and potholes and maintained at all times.

3. Paragraph 25 "Architectural Review Committee" is amended, modified, corrected as follows:

A majority of the parcel owners may use majority vote, with one (1) vote for each parcel, to establish an Architectural Review Committee composed of three (3) members, whose purpose shall be to establish and enforce reasonable rules regarding the architecture and decoration on improvements on the property which is subject to this Declaration. The term of each member of the Architectural Review Committee shall continue until resignation, death, or replacement by subsequent majority vote of the parcel owners. The committee may function with only two (2) members provided that they agree. All decisions of the Committee shall be final and binding upon the parcel owners. The guiding principle for the Architectural Review Committee shall be to preserve architectural harmony and to that end unusual architectural, and unusual decoration schemes, including but

not limited to paint color and paint patterns may be denied. Owners agree to maintain the real property and improvements in a neat, clean, and well-maintained condition in accordance with the directions of the Architectural Review Committee.

The Architectural Review Committee authorized by these protective covenants and restrictions shall be the same entity as the Birchfield Commons Road Maintenance Association authorized by the Roadway Maintenance Agreement recorded with the Lewis County Auditor July 9, 2021 under file number 3555198, copy attached as Exhibit B and incorporated herein by this reference.

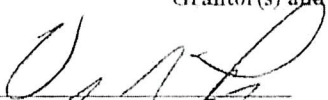
4. Paragraph 26 "Completion of Structures" is amended, modified, corrected as follows: ("less" is corrected to "more")

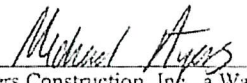
All buildings commenced on any parcel shall be completed not more than nine (9) months after construction is commenced.

Each and every remaining term and provision of said Declaration of Protective Covenants and Restrictions for Birchfield Commons and Surrounding Properties are hereby restated, affirmed and published as the protective covenants and restrictions for the real property described and referenced herein, and specifically as referenced in said protective covenants and restrictions recorded July 9, 2021 under Lewis County Auditor's File No. 3555199 and the Roadway Maintenance Agreement recorded July 9, 2021 under Lewis County Auditor's File No. 3555198, both attached hereto and incorporated herein by this reference.

Dated this 21 day of January, 2022.

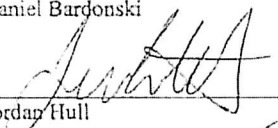
Grantor(s) and Grantee(s):

  
\_\_\_\_\_  
Birchfield Plot 1, Inc., a Washington corporation  
By: Virgil Fox, as President

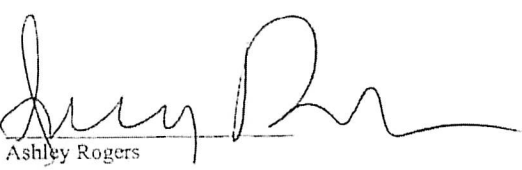
  
\_\_\_\_\_  
Ayers Construction, Inc., a Washington corporation  
By: Michael Ayers, as President

\_\_\_\_\_  
Daniel Bardonski

\_\_\_\_\_  
Amanda Bardonski

  
\_\_\_\_\_  
Jordan Hull

  
\_\_\_\_\_  
Kory Rogers

  
\_\_\_\_\_  
Ashley Rogers







STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF LEWIS )

On this day personally appeared before me Jordan Hull, a single person, and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4 day of <sup>Feb.</sup> ~~January~~, 2022.

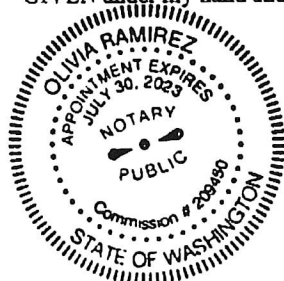


*Greg A Lund*  
NOTARY PUBLIC in and for the State of Washington, residing at Chenault's  
My commission expires: Aug 10, 25

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF LEWIS )

On this day personally appeared before me Kory Rogers and Ashley Rogers, husband and wife, and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1 day of <sup>Feb.</sup> ~~January~~, 2022.

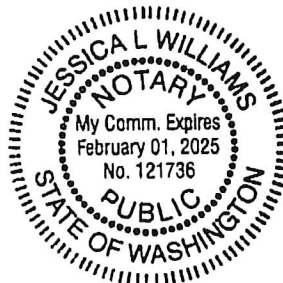


*Olivia Ramirez*  
NOTARY PUBLIC in and for the State of Washington, residing at Chenault's  
My commission expires: July 30, 23

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF LEWIS )

On this day personally appeared before me Daniel J. Zwickl and Julie A. Zwickl, husband and wife, and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26<sup>th</sup> day of January, 2022.



*Jessica L Williams*  
NOTARY PUBLIC in and for the State of Washington, residing at Vancouver, WA  
My commission expires: 02-01-2025

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Douglas DM  
LEWIS

On this day personally appeared before me Brian McBride and Pamela McBride, husband and wife, and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25<sup>th</sup> day of January, 2022.



Susan Massey  
NOTARY PUBLIC in and for the State of  
Washington, residing at Chelan County  
My commission expires: 2-25-26