

Return Address:

Novastar Development Inc.
18215 72nd Avenue South
Kent, WA 98032

Document Title(s): 1. Second Amendment to Declaration of Covenants, Conditions and Restrictions	Assessor's Property Tax Parcel/Account Number: 700093-0010 through 700093-0420
Reference Number(s) of Documents assigned or released if applicable: Additional reference numbers are on page of document. Not Applicable	
Grantor(s) (Last name first, then first name and initials): 1. Novastar Development Inc. 2. 3.	
Grantee(s) (Last name first, then first name and initials): 1. Wildview Ridge Homeowners Association 2. 3.	
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range): Additional legal is on page of document. Lots 1 through 42, inclusive, of the plat of Wildview Ridge as recorded in Records of Pierce County, under Auditor's File No. 9710290404.	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

12-

**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

**RECORDED UNDER
PIERCE COUNTY AUDITOR'S FILE NO. 9708290097
IN
PIERCE COUNTY, WASHINGTON
FOR
WILDVIEW RIDGE**

This Second Amendment is to the Declaration of Covenants, Conditions and Restrictions recorded under Pierce County, Washington Auditor's File No. 9708290097, as first amended under Auditor's File No. 9710240526, (hereinafter referred to either as the "Declaration," or as the "Covenants, Conditions and Restrictions"). This Amendment is applicable to all of the real property subject to the Declaration, commonly known as Lots 1 through 42, inclusive, of the plat of Wildview Ridge, as recorded in Records of Pierce County under Auditor's File No. 9710290404.

WHEREAS, the undersigned, **NOVASTAR DEVELOPMENT INC.**, is the owner of more than fifty-one percent (51%) of the lots within the property subject to the Declaration, as defined in this Amendment; AND

WHEREAS, the undersigned, **NOVASTAR DEVELOPMENT INC.**, is also the Declarant as set forth in the original Covenants, Conditions and Restrictions, as recorded under Pierce County Auditor's File No. 9708290097, and hereby consents to the amendments set forth below:

NOW THEREFORE, the undersigned, **NOVASTAR DEVELOPMENT INC.**, as authorized by Article 16, "General Provisions," Section 2, "Amendment," of the Declaration does hereby make the following amendments to the Covenants, Conditions and Restrictions. The following amendments shall become and are hereby made a part of all conveyances of real property including all lots incorporated within and being subject to the Declaration. The Covenants, Conditions and Restrictions, as amended by this Second Amendment, shall by reference become a part of any such conveyances of lots subject to the Declaration, and shall apply to those conveyances as fully and with the same

effect as if the Covenants, Conditions and Restrictions as amended were set forth in the conveyance of said lots individually. Except as may be otherwise deleted or amended herein, all provisions of the original Declaration and the First Amendment thereto, shall remain in full force and effect.

AMENDMENTS

The Covenants, Conditions and Restrictions recorded under Pierce County Auditor's File No. 9708290097 are hereby amended as set forth below:

Article 13, Section 11, "Fence and Walls" is hereby amended by adding the following paragraphs:

All lots having frontage on 230th Avenue East shall conform to special fencing requirements as set forth herein. This applies to Lots 1, 2, 3, 29, 30, 31, 32, and 33, inclusive. At the time of construction of a home on each of these lots, each respective lot owner shall be required to install a fence along the common boundary of their lot with 230th Avenue East. This fence shall conform to the standard set by the Committee. Every effort shall be made by these lot owners to ensure that each part of the fence along 230th Avenue East maintains a smooth and continuous appearance along the public street right-of-way. The Committee shall have the sole and exclusive discretion to determine whether or not this fence is to be painted, stained, or left natural.

Following installation of this fencing, the Association shall be responsible for maintaining the integrity and appearance of the fencing along 230th Avenue East, as well as the right-of-way between the fence and the drainage ditch along the roadway. This fence and the adjacent area shall be considered Common Maintenance Areas.

In addition to the above requirements, the owners of Lots 1 and 29, respectively, shall be subject to special fencing requirements along 230th Avenue East and along the private entry road, designated 59th Street East. The fencing installed along the adjacent streets for each lot shall be designed to run behind the landscaping and entry monumentation for Wildview Ridge. The Committee shall have the sole and exclusive discretion to determine how the fencing shall be installed. The standard for this fence shall be the same for that part of the fence that faces both 230th Avenue East and 59th Street East. The Association shall also maintain these fences where they are adjacent to these streets. The maintenance obligations of the Association shall be limited to the integrity of the fencing and the exterior appearance only (i.e., that part of the fencing that faces the adjacent streets).

In the event the fencing is damaged through the fault of the lot owner, the fence shall be immediately repaired at the cost of the lot owner responsible. If the repairs are not up to the standard set by the Committee, or if the repairs are not completed in a timely manner, then the Committee shall have the right to complete the repairs and charge the responsible lot owner for all costs involved. In the event the lot owner does not pay for said costs, the Association shall have all rights of collection provided for in the Declaration.

Article 13, Section 12, "Landscaping Standards" is hereby amended as follows:

Each lot in Wildview Ridge is hereafter subject to clearing restrictions administered by the Committee. Lots shall not be allowed to be clear-cut. Prior to the start of construction, each lot owner shall submit a clearing plan to the Committee for approval. This plan shall generally depict areas to be cleared, areas to be left natural, and significant trees to be removed outside of the areas to be cleared (those evergreen trees with a trunk diameter greater than 8 inches measured 3 feet from the ground, or those deciduous trees with a trunk diameter greater than 18 inches measured 3 feet from the ground).

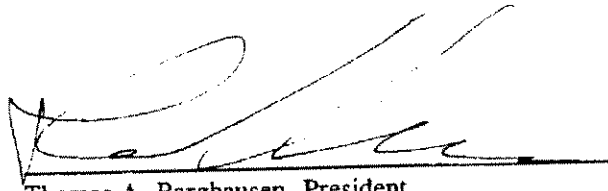
Lot owners shall be required to maintain reasonable areas of natural vegetation and significant trees on their lot unless otherwise approved by the Committee. Any lot owner may make application to the Committee to remove additional vegetation, accompanied by justification. It is the intent of this Section 12 to encourage lot owners to keep significant areas of natural vegetation and/or significant trees on their lots to maintain the setting of Wildview Ridge. This Section 12 is not intended to prevent or restrict any lot owner from the reasonable use and enjoyment of their property, and all decisions of the Committee shall take this into account.

Those lot owners having frontage along 230th Avenue East or 59th Street East shall also be subject to special review by the Committee with respect to landscaping standards. All yard areas on any of these lots visible from these streets shall be maintained in a neat condition if cleared, or in a natural condition, whichever is applicable. The purpose of this new section is to require each of these lot owners to also landscape and/or maintain these areas that are highly visible from 230th Avenue East or 59th Street East for the benefit of the Association and all lot owners in Wildview Ridge. At the time of submittal for Committee review, each lot owner of Lots 1, 2, 3, 29, 30, 31, 32, and 33 shall provide details of landscaping and clearing proposed in these visible areas for approval by the Committee. In no event shall any of these lot owners be allowed to leave clearing debris visible in these areas following construction.

The foregoing amendments to the Declaration contained in this Second Amendment shall: (1) for all purposes be and are hereby fully made a part of the original Covenants, Conditions and Restrictions for the Wildview Ridge Homeowners' Association, as recorded under Pierce County Auditor's File No. 9708290097 and as amended under Pierce County Auditor's File No. 9710240526; and (2) shall run with the land described in said Declaration, as amended, including, but not limited to, all of the lots within the properties now or hereafter subject to the Covenants, Conditions and Restrictions within Wildview Ridge, and shall be binding on all parties who are, who shall be, or who shall become, the owner of any of said lots.

The provisions of the Declaration, as amended by both the First and Second Amendments, are for the benefit of the current and future owners of all lots within said properties. The Declaration, as amended by this Second Amendment, is intended and designed for the purpose of keeping said lots desirable, uniform, and suitable in architectural design and use. All property described in the Declaration shall be held, sold, and conveyed subject to the Declaration of Covenants, Conditions and Restrictions as recorded under Pierce County Auditor's File No. 9708290097, as amended by the First Amendment under Auditor's File No. 9710240526, AND as amended by this Second Amendment.

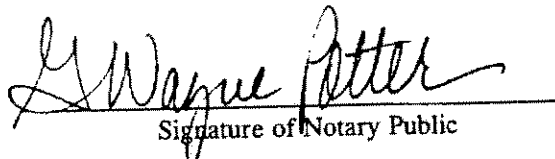
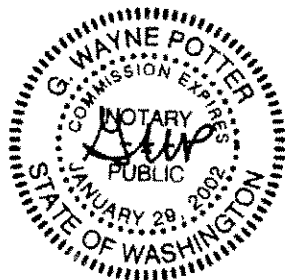
IN WITNESS WHEREOF, we, the undersigned and as the Declarant set forth in the Declaration, being also the owner of more than fifty-one percent (51%) of the lots subject to the Declaration, do hereby approve of this Amendment and set our hand and seal this 19th day of March, 1998.



Thomas A. Barghausen, President
Novastar Development Inc.

State of Washington)
) ss.
County of King)

I certify that I know or have satisfactory evidence that **Thomas A. Barghausen** signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of **Novastar Development Inc.**, to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.


Signature of Notary Public

Dated: 3.19.98

G. WAYNE POTTER
[Print Name of Notary Public]

Residing in KENT