

**AFTER RECORDING MAIL TO:**

Name First American Title  
Address 1660 W. 2nd Street, Suite 650  
City/State Cleveland, OH 44113  
Attn: S. Ham

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 04/03/2024

**Document Title(s): (or transactions contained herein)**

1. Second Amendment to Declaration of Easements, Restrictive Covenants

**Reference Number(s) of Documents assigned or released:**

202108160044  
202207010043

**Grantor(s): (Last name first, then first name and initials)**

VWA - Mount Vernon, LLC

**Grantee(s): (Last name first, then first name and initials)**

12 Bellevue International Investment LLC  
ABI Investments, LLC and AB Lazy River, LLC

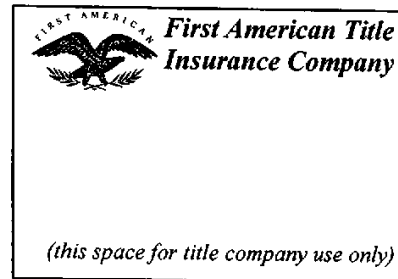
**Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)**

Multiple portions of the SW 1/4 of the SW 1/4 of Section 20, Twp 34N, R.4 E, W.M.

**Assessor's Property Tax Parcel/Account Number(s):**

Parcel Acct Nos: P134972, P134974, P134969, P134970, P134975, P53372 and P53379

I AM REQUESTING AN EMERGENCY NONSTANDARD RECORDING FOR AN  
ADDITIONAL FEE AS PROVIDED IN RCW 36.18.010. I UNDERSTAND THAT  
THE RECORDING PROCESSING REQUIREMENTS MAY COVER UP OR  
OTHERWISE OBSCURE SOME PART OF THE TEXT OR THE ORIGINAL DOCUMENT.



**SECOND AMENDMENT TO DECLARATION OF EASEMENTS,  
RESTRICTIVE COVENANTS, AND CONDITIONS**

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIVE COVENANTS, AND CONDITIONS (this "**Amendment**") is executed this 2nd day of April, 2024 by VWA – MOUNT VERNON, LLC, an Ohio limited liability company ("**Developer**"), 12 BELLEVUE INTERNATIONAL INVESTMENT LLC, a Washington limited liability company ("**Wendy's**"), and ABI INVESTMENTS, LLC, a Texas limited liability company, and AB LAZY RIVER, LLC, a Texas limited liability company (collectively, "**7-11**").

**WITNESSETH THAT:**

WHEREAS, on August 16, 2021 Developer recorded that certain Declaration of Easements, Restrictive Covenants and Conditions dated as of July 19, 2021 under Skagit County Auditor's File No. 202108160044 (the "**Original Declaration**"), as amended by that certain First Amendment to Declaration of Easements, Restrictive Covenants and Conditions dated as of June 30, 2022 and recorded on July 1, 2022 under Skagit County Auditor's File No. 202207010043 (collectively, the "**Declaration**"); and

WHEREAS, The Owning Parties desire to amend the Declaration in accordance with Section 8.7 of the Original Declaration, to clarify certain use restrictions for the Development.

The Owning Parties hereby amend the Declaration as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the respective meanings set forth in the Declaration.
2. **Amendment.** In Exhibit 'C' to the Original Declaration, the Section titled "MOB" is hereby deleted in its entirety and replaced with the following:

"For as long as PUBLIC HOSPITAL DISTRICT NO. 1, SKAGIT COUNTY, WASHINGTON dba SKAGIT REGIONAL HEALTH, a Washington municipal corporation ("**Skagit Regional Health**") or its affiliates, subsidiaries, tenants or licensees is an Owning Party or an Occupant and operates within the Development (i) for medical office purposes and/or uses incidental thereto, and/or (ii) as an urgent care facility and/or uses incidental thereto (together the "**Medical Office Building Use**"), then (A) no other tract, lot, parcel or property within the Development may be used for a Medical Office Building Use, and (B) no other medical provider which would cause material commercial damage or would adversely impact the health-oriented mission of Skagit Regional Health or its affiliates, subsidiaries, tenants or licensees may operate within the Development (subsections (A) and (B) above, collectively, the "**Prohibited Uses**"), in either case without the prior written consent of

Skagit Regional Health, in Skagit Regional Health's sole discretion; provided, however that the Prohibited Uses shall not be deemed to prohibit any medical providers who primarily provide optical, dental, chiropractic, and/or naturopathic medical services."

The Prohibited Uses shall not apply to the extent any governmental agency deems them to violate any federal, state, or local ordinance, rule or regulation.

Notwithstanding the foregoing, the Prohibited Uses shall not be applicable to leases or occupancy agreements that were already in effect as of June 15, 2021, provided that such existing leases may not be amended to allow for any of the Prohibited Uses if such uses were not previously contemplated under such leases.

3. Miscellaneous.

(a) Except as set forth herein, the Declaration shall remain in full force and effect and unmodified hereby.

(b) The terms and conditions of this Amendment shall run with the land and create equitable servitudes in favor of the real property benefited and/or burdened thereby, and shall bind every person and entity having any fee, leasehold, or other interest therein, and shall inure to the benefit of each Owning Party and its respective successors, assigns, heirs, and/or personal representatives.

(c) This Amendment may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**DEVELOPER:**

VWA – MOUNT VERNON, LLC,  
an Ohio limited liability company

By: *Anthony Visconti II*Name: ANTHONI VISCONTI IIIts: MANAGER

STATE OF OHIO )

COUNTY OF CUYAHOGA )

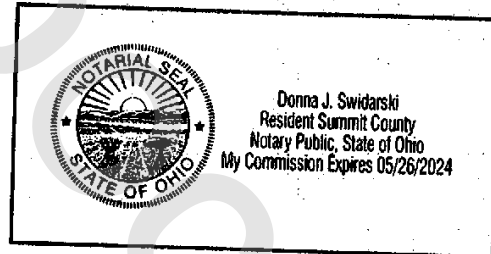
I certify that I know or have the satisfactory evidence that ANTHONI VISCONTI II the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the MANAGER of VWA – MOUNT VERNON, LLC, an Ohio limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 28<sup>th</sup> day of MARCH, 2024.

*Donna J. Swidarski*  
Notary Public

My Commission Expires: 5-26-2024

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## WENDY'S:

12 BELLEVUE INTERNATIONAL INVESTMENT LLC,  
a Washington limited liability company

By: [Signature]  
Name: Xiaowei Yang  
Its: Member

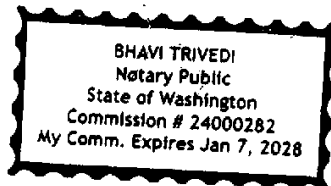
STATE OF WA )  
 )  
COUNTY OF King )

I certify that I know or have the satisfactory evidence that Xiaowei Yang is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Member of 12 BELLEVUE INTERNATIONAL INVESTMENT LLC, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 26<sup>th</sup> day of March, 2024.

[Signature]  
Notary Public

My Commission Expires: 1/7/28



7-11:

ABI INVESTMENTS, LLC,  
a Texas limited liability company

By: Robert Randolph Schutte  
Name: Robert Randolph Schutte  
Its: member/manager/pres.

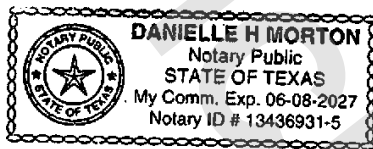
AB LAZY RIVER, LLC,  
a Texas limited liability company

By: Robert Randolph Schutte  
Name: Robert Randolph Schutte  
Its: member/manager/pres.

STATE OF Texas )COUNTY OF Bexar )

I certify that I know or have the satisfactory evidence that Robert Randolph Schultz is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Member/Manager/President of ABI INVESTMENTS, LLC, a Texas limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 14 day of March, 2024.



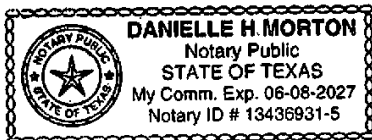
Danielle H. Morton  
Notary Public

My Commission Expires: 06/08/2027

STATE OF Texas )COUNTY OF Bexar )

I certify that I know or have the satisfactory evidence that Robert Randolph Schultz is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Member/Manager/President of AB LAZY RIVER, LLC, a Texas limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 14 day of March, 2024.



Danielle H. Morton  
Notary Public

My Commission Expires: 06/08/2027