



2007-015016
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05/14/2007 11:31A
Benton County

Return Name and Address:

ALL STAR DEVELOPMENT INC.
P.O. Box 503
PASCO, WA. 99201

PLEASE PRINT OR TYPE INFORMATION:

Document Title:

COVENANTS FOR BADGER DEN ESTATES

Grantor(s) (Last name first, first name, middle initials):

1. ALL STAR DEVELOPMENT, INC.

2.

3.

4.

Additional names on page _____ of document.

Grantee(s) (Last name first, first name, middle initials):

1. PUBLIC

2.

3.

4.

Additional names on page _____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

BADGER DEN ESTATES

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number: **(MUST HAVE 15 DIGITS)**

1-2798-200-0008-000

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page _____ of document.

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.



**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BADGER DEN ESTATES**

The undersigned declare that the real property hereafter described shall be held, sold, conveyed, and developed subject to the following covenants, conditions and restrictions.

RECITALS

Concurrently with the recordation of this Declaration, Developer has recorded the plat of Badger Den Estates in the Records of Benton County, Washington, in connection with the development of a community to be known as Badger Den Estates. It is Developer's intent to create a carefully planned community which will be a desirable place to live. Developer desires to subject the property described in the plat to the covenants, conditions and restrictions set forth in this Declaration for the benefit of such property and its present and subsequent owners.

DECLARATION

Now, therefore, Developer hereby declares that the property described in the plat shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions:

A. **Association** The term "Association" shall mean and refer to Badger Den Estates Homeowners Association, a Washington non-profit corporation.

B. **ACC (Architectural Control Committee)** The term "ACC" shall mean and refer to All Star Development Inc. or his ACC that provides architectural oversight.

C. **Owner** The term "Owner" shall mean and refer to the record owner, or owners, of a fee simple title to any lot or portion of said plat, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.



D. **Declaration** The term "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Badger Den Estates.

E. **Developer** The term "Developer" shall mean and refer to All Star Development Inc., its successors, and assigns.

ARTICLE II

Property Subject to This Declaration:

The real property subject of this declaration is located in Richland, Benton County, Washington, and legally described on Exhibit "A" hereto. Said property is commonly known as Badger Den Estates. Developer reserves the right to amend the above legal description to incorporate future phases of Badger Den Estates. Future phases shall be limited to properties now adjoining Badger Den Estates. Upon recording of a duly executed amendment to this Declaration, said additional properties shall be subject to the same covenants, conditions, and restrictions as hereinafter imposed. An amendment solely for the purpose of adding additional phases shall not require the consent of other Owners and may be made and executed solely by Developer or Developer's assigns.

ARTICLE III

Homeowners' Association: (A Washington Non-Profit Corporation)

A. Further known as the "HOA", shall be each owner of a property or lot within Badger Den Estates, at such time as an ownership interest is acquired.

B. "HOA" has been created to manage, administer and enforce the covenants, conditions and restrictions herein created.

C. Badger Den Estates "HOA" shall operate pursuant to the authority created by its articles of incorporation and duly adopted by laws. The Developer or developers' represented, shall be intitled to appoint the "HOA" Board of Directors, until (75%) seventy-five percent of the lots within Badger Den Estates are sold.

Assessments:

By accepting ownership of property within Badger Den Estates, each Owner agrees to pay such assessments as may be levied by the "HOA" for the acquisition, maintenance, or improvement, and purposes incidental thereto the Irrigation System inside the boundaries of Badger Den Estates, and all area around Badger Den Estates



Monument Signs and Landscaping. Such assessments shall be determined annually by the Board of Directors and assessed equally among all lot Owners. If any assessment is unpaid within thirty (30) days after it has become due, the same shall constitute a lien against the lot assessed and shall bear interest at the rate applicable to judgments. The Association shall have the power to bring suit against any Owner for unpaid assessments and to enforce the lien created herein by foreclosure in the same manner provided for mortgages on real property. If it necessary to employ an attorney to assist in the collection of any unpaid assessments or to enforce any lien against any lot by virtue of an unpaid assessment, the Association shall be entitled to recover all costs and attorneys' fees necessitated thereby.

ARTICLE IV

Architectural Control Committee:

Further known as "ACC", the Board of Directors for Badger Den Estates, will establish an "ACC". The "ACC" shall consist of (3) three individuals. Membership on said committee shall be determined annually by the Association's Board of Directors. So long as the Developer owns any property in Badger Den Estates or any adjoining subdivision, Developer shall be entitled to appoint (2) two members to the "ACC". The "ACC" shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications. The ACC shall be responsible to ascertain that the plans and subsequent construction within Badger Den Estates meet the minimum building requirements set forth in this Declaration. The committee shall allow reasonable latitude and flexibility in the design of homes to be built on lots in Badger Den Estates and shall not discourage new or innovative design concepts or ideas. As long as they stay respectful to conformity and harmony of external design with existing structures in Badger Den Estates and nearby subdivisions.

A. Submission of Plans Any Owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existing home or structure, shall submit the plans to the "ACC" for review. A modification of the home exterior will include decks, hot tubs, patios, pools, and similar alterations. Construction of new structures includes fencing, equipment/material housing, dog runs, gazebos, arbors associated with landscaping, and other similar construction.

1. No building shall be erected, placed or altered on any lot (residential or non-residential) until the building plans, exterior color plan, specifications, plot plan, landscaping and fencing plan, showing the nature, kind, shape, height, materials, and location of such building have been approved in writing by the "ACC", Developer, or appointed representative as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography, and the finished ground elevation. If request for approval of fencing plan is not submitted with original building plan approval, owner may submit request which includes plot plan, fencing plan (which includes location, material type, and height of fence).



2. Owner shall submit contractors:

Name:
Address:
Phone:
WA. State Contractors License

3. Until Badger Den Estates "ACC" has been created, all submittals shall be made to the Developer:

All Star Development Inc.
Architectural Review Committee
Ronald Markle (Coordinator)
222 Sun Willows Blvd
P.O. Box 503
Pasco, WA. 99301
Phone: 509-308-8057
Email: allstar.inc@comcast.net

B. Submittals Required for "ACC" Approval The following items shall be submitted to the "ACC" for approval. The "ACC" may request additional material to be submitted at its discretion:

1. Site plans showing the lot boundary and the proposed location of all improvements including all structures, driveways, sidewalks, fences, outdoor lighting, etc. All easements and proposed setbacks shall be shown. Proposed grading and drainage away from the proposed residence and adjacent lots shall be indicated.
2. Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)
3. Elevations depicting front, rear and side elevations including proposed material finish descriptions.
4. Specifications describing the materials and finishes proposed for both the interior and exterior construction.
5. Landscaping plan, including layout of plant types and sizes.
6. Colors proposed for all exterior finishes, including paint color, brick, stone, rock and stucco finishes, including roofing materials. Exterior colors shall be in harmony with existing structures in Badger Den Estates and or nearby subdivisions.

C. Approval of Plans The above described items have been submitted to and approved in writing by the "ACC". Location of all improvements must also be approved. In the event the "ACC" fails to approve or disapprove such design and location plan within thirty (30) days after such plans and specifications have been submitted to it, approval



will not be required and full compliance with this section of the Declaration will be deemed to have occurred provided that such plans and specifications are in compliance with the general building restrictions herein stated.

D. Liability of Committee and Homeowner for Compliance The foregoing provisions notwithstanding, the "ACC" shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, and no member of the "ACC" shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each Owner agrees to save, defend, and hold harmless the "ACC" and each of its members on account of any activities of the "ACC" relating to such Owner's property or buildings to be constructed on his or her property.

ARTICLE V

Building Restrictions:

A. **Lot size** No lot boundary adjustment, short platting or other division of property shall be allowed without written consent of the Developer.

B. **Single Dwelling on Multiple Lots** More than one lot may be used for a single residential structure if all lots are owned by the same property owner and recorded as such.

C. **Dwelling Size Restrictions** All homes shall have a minimum of 2,000 square feet for single level homes, exclusive of basement, garages, storage rooms, covered patios, etc. All multi-level homes shall have a minimum of 1,200 square feet on the main level (800 square on the upper level). Homes with a daylight basement shall have a minimum of 1,600 square feet on the main level, unless otherwise approved by the Developer or "HOA".

D. **Exterior Finishes and Colors** All homes shall be required to incorporate brick, stone, or stucco in the exterior finish. Architectural and esthetic balance shall be a primary concern in determining how much brick, stone, or stucco will be required. No single wall construction.

E. **Garages** May not be detached from main residential construction. Interiors of garages shall be sheet-rocked, textured and painted. The intent of this provision is to prevent the garage from being used solely as a storage or workshop location. Breezeways may be accepted on approval by the "ACC".



F. **Roofing** Roofs shall be architectural 30-year grade or higher quality. Only dark brown, gray or black colors are permitted. Unless otherwise approved by the "ACC" as compatible with a particular design or style, the minimum pitch for roofs shall be 6/12. Broken rooflines are encouraged. Mixing of different roof pitches on the same elevation is discouraged. Roof vents and other ventilation pipes shall be located on the rear elevations, except where impractical, and shall otherwise be installed in an inconspicuous location and manner.

G. **Landscaping** Landscaping in front, side and backyards, including underground sprinkler system must be completed within 12 months of initial occupancy. Landscaping plans must be approved by the "ACC".

H. **Dwelling Height Restriction** View protection for all Owners in Badger Den Estates is a matter of utmost importance. As a consequence all improvements are subject to "ACC" review to determine whether the proposed structures, including landscaping, impair neighboring views. Maximizing view opportunities will be a priority function of the "ACC".

I. **Wire and Utility Height Restrictions** All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall show on the exterior of any building unless the same shall be underground or in a conduit attached to a building. No television or radio antenna or aerial shall be installed without "ACC" approval.

J. **Exposed Mechanical Equipment** Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be esthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns. No solar panels unless approved by Developer or "ACC".

K. **Driveways and Parking Strips** All driveways and parking bays shall be constructed of concrete, concrete aggregate, or brick. Asphalt or other materials are permitted only with written approval by the "ACC".

1. Private driveway shall be maintained by homeowner (Lot 25)

L. **Restrictions on Construction of Fences** All fences must be approved by the "ACC" and shall be of material that is esthetically appealing and in harmony with its surroundings. Height of all fences must not reach more than forty-two (42) inches unless approved by the "ACC". No fences shall be constructed that will hinder or obstruct City of Richland or Kennewick Irrigation District to maintain their utilities or easements. Check with "HOA" prior to fence construction.

M. **Commencement and Completion of Construction** Construction of a residential structure must commence within nine (9) months following acquisition of a lot from the developer. Any construction commenced on any lot shall be substantially completed, i.e.



a certificate of occupancy issued, including landscaping and painting, within twelve (12) months from the date such construction is commenced. If for any reason completion of construction of a residential structure can not be completed as mentioned above, written notice with describing the reason for delay must be submitted to Badger Den Estates "HOA" by certified U.S. Mail 30 days prior to the (12) twelve months date. Failure to comply could and will be deemed as abandonment. As a result, all abandoned construction materials, foundations, building structures, and attachments, will become property of the Developer.

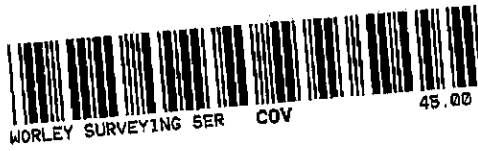
ARTICLE VI

Use Restrictions:

A. Single Family Residence All lots within Badger Den Estates shall be known as residential lots and shall be used for single family residential purposes only, and construction shall be restricted to single-family houses and related improvements. Group homes, or similar non-family living arrangements shall not be permitted.

B. Business and Commercial Use of Property No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, provided however the developer or builder may maintain a sales office or model home on the subject property for the purposes of selling property located within the subject area. No goods, equipment, vehicles (including buses, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, or any vehicle in excess of 6,000 pounds gross weight (including buses, trucks, and trailers of any description) used for private purposes, be kept, parked stored, dismantled or repaired outside, excluding construction vehicles during the construction phase, on any residential lot or on any street within the subdivision. In keeping with current home occupation trends, there are activities that shall not fall under the prohibited business clause as set for in definition. The following requirements hereby are established home occupation guidelines for residents of:

1. Home occupations are permitted only as an accessory use clearly incidental and secondary to the occupancy of the dwelling for residential purposes.
2. The operation shall allow for no other than the residents of the dwelling to be working on the premises.
3. There shall be no clients at the residence and no one on the premises at any given time.
4. Equipment and materials associated with the home occupation is allowed to store at the residence and shall be the same or similar in character to the type and quantities of equipment and materials customarily associated with the occupation the dwelling as a principle place of residence.



5. No outdoor storage or display of merchandise, equipment or material related to the home occupation shall be permitted.
 6. Space requirements and utilization of that portion of the residence for activities associated with the home occupation shall not exceed (20) twenty percent of the gross floor area of the residence or (300) three hundred square feet, whichever is greater. Attached garages shall be considered part of the residence and included in determination of gross floor plan area. All of an attached garage may be used for home occupation purposes provided said garage does not exceed (600) six hundred square feet.
 7. No internal or external alterations are permitted which affect the character of the buildings as a residence, without review and permission of the "HOA".
 8. The home occupation shall operate in such a manner as to avoid any external (including transmittal through vertical or horizontal party walls) effects beyond the confines of the subject dwelling such as increased noise, vibration, offensive odor, glare or electrical interface which is incompatible with the characteristics of the residential zone or is otherwise of the Richland public nuisance ordinance.
 9. No signage for such occupations shall be allowed on premises.
 10. No licensed day cares are permitted.
 11. Additionally, approved builders (as specified by developer) may operate a model home for sales purposes. Richland Municipal code shall be adhered to when more restrictive than covenants.
- C. **Temporary Structures** No trailer, tent, shack, garage, barn, or other outbuildings shall at any time be used as a residence, temporarily or permanently, on any building site.
- D. **Basketball Equipment** Basketball backboards shall not be permitted on the roof or walls of the dwelling.
- E. **Lights** No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any lot or any structure erected thereon which in any manner will allow light to be unreasonably directed or reflected on any other lot. The foregoing shall not apply to lighting which is part of a security system so long as security lighting comes on only during a breach of system security.
- F. **Signs** No sign of a commercial nature, except for one " For Rent" or one "For Sale" sign per lot of no more than five (5) square feet, shall be allowed.



G. **Sewage Disposal** No individual sewage disposal system shall be permitted on any lot.

H. **Oil and Mining Operations** No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, mineral excavation or shafts be permitted upon any lot.

I. **Water Supply** No individual domestic water supply system shall be permitted on any lot.

J. **Height** No structures, other than houses and garages shall be built which are more than (20) twenty feet above ground level, and no windmills shall be allowed on the property.

K. **Maximum Tree Height** Maximum tree height at maturity shall be (20) twenty feet from ground unless otherwise approved by Developer or "HOA".

L. **Mail Box Delivery** No mail box or other delivery box shall be located in front of the front set back line along the street right-of-way. Except for cluster mail boxes as specified by the United States Postal Service.

M. **Mortgages Protected** Nothing contained herein shall impair or defeat the lien or encumbrance of any mortgage, deed of trust or real estate contract now or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure or forfeiture shall be held subject to all provisions herein.

N. **Rockeries** Homeowners with rockeries are responsible for maintenance and weed control to the sidewalks.

O. **Sidewalks** Sidewalks are to be installed by the builder/homeowner prior to Certificate of Occupancy issued by the City of Richland.

P. **Water Run-off and Control Restrictions** All Owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to insure that sediments do not enter any natural drainage system.

Q. **Limitation on Construction Type** Erection of a manufactured home, modular home, or mobile home on any lot is expressly prohibited.

R. **Irrigation Water** No irrigation water runoff from any lot is allowed. Extra care and precaution in the design and operation of irrigation systems is required to prevent water related damage. Soil shall not be irrigated in excess of (80) eighty percent of the water holding capacity of soil. A Solenoid valve should be installed to gate off the entire system in the event of power failure. All additional measures recommended by the owner's irrigation Engineer to prevent damage from irrigation water must be installed. Owner of any lot which is over watered or causes runoff on adjacent property will be



responsible for all damage thereof. Additionally, no irrigation accessories including but not limited to timers, filters shall be allowed above ground except behind back building line of structure.

S. **Nuisance** No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No unsightly objects or nuisance shall be erected, placed or permitted on any lot.

T. **Garbage, Rubbish and Storage Areas** Each lot shall be maintained free of rubbish, trash, garbage or other unsightly items. No garbage, trash, or other waste materials shall be burned on any lot. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or screening. Garbage cans shall not be visible from the street except on garbage day. It is expected that garbage cans will be moved the same day as garbage pickup.

U. **Vehicle Restrictions** No vehicle, wagon, trailer, camper, mobile home or boat of any type which is abandoned or inoperative shall be stored or kept on any lot or in front of any lot. No commercial vehicle, camper, boat, trailer, mobile home or recreational vehicle or similar type vehicle shall be parked in front of a lot or in a front driveway. All recreational vehicles shall be protected from street view as determined by the "ACC". Commercial vehicles shall not include sedans or standard size pickup trucks which are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive. Parking on the street shall be limited to 72 hours. Vehicles parked or abandoned in violation of these provisions may be removed at Owner's expense. Motorized vehicles are prohibited on common areas.

V. **Animals** No animals, livestock or poultry shall be raised, bred or kept on any lot, except customary household pets such as dogs, cats and household birds, in such number and type as will not create a nuisance or disturb the health, safety, welfare, or quiet enjoyment of the other Owners. All household pets shall be kept under reasonable control at all times. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Association may determine whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of household pets is reasonable. Any decision rendered by the Association shall be final.

W. **Leasing** The Owners of lots shall have the right to lease their respective lots and the dwellings thereon provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration, and any reasonable rules and regulations published by the Association. Any Owner who leases his/her lot shall provide notice to the Association which notice shall include the tenant's name, the number of occupants, the date the lease commences and the date the lease will terminate.



X. In Derogation of Law No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or violation of the laws and statutes of the State of Washington.

ARTICLE VII

Exterior Maintenance:

In the event an Owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VIII

Dispute Resolution:

A. In the event of any claims or disputes arising out of this Declaration, the parties hereby agree to submit the same to arbitration at a location to be mutually agreed upon in Benton County, Washington. In the event the parties are unable to agree upon an arbitrator, or location, the same shall be selected by the presiding judge for the Benton County Superior Court at the request of either party. The mandatory arbitration rules, as implemented in Benton County Superior Court, shall be binding as to procedure. The prevailing party in any such dispute shall be entitled to recover reasonable attorneys' fee.

1. Severability Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision, which shall remain in full force and effect.

ARTICLE IX

Miscellaneous and General Provisions:

A. Amendments By written consent of seventy five (75%) of all of the Owners, this Declaration may be modified or amended by recording of a written instrument indicating terms of any amendment or modification. Each lot is entitled to one vote for purposes of amendment, even if owned or developed in common with adjoining lots. In no event,



however, shall this Declaration be modified or amended to allow building standards which are less restrictive than provided herein, nor shall termination of this Declaration prohibit the enforcement of the minimum building standards provided herein. In addition, the Developer or his successors in interest may amend the covenants and restrictions of this declaration.

B. Covenants, Conditions and Restriction Run with the Land All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the Owners of the properties in Badger Den Estates, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such Owners, their successors in title, and with each other, to confirm to and observe all of the terms and conditions contained in this declaration.

1. The Developer and his successors shall release authority over the Declaration of Covenants, Conditions and Restrictions of Badger Den Estates when (51) fifty-one percent of the lots in Phase 1 are occupied/owned by homeowners. The Developer and/or his successors shall provide all homeowners written notice at that time to elect officers for the "HOA". The "ACC" shall remain in place with the Developer and his appointed representative.

C. Standing to Enforce Terms of Declaration Any Owner, or the Association, may maintain any legal proceeding to compel or enforce any of the terms and conditions of this declaration. Venue for such action shall be placed in Benton County, Washington, and the prevailing party shall be awarded their attorney's fees and costs as additional judgment.

IN WITNESS WHEREOF, the undersigned, Owners of the property subject hereof, cause this declaration to be executed at Richland, Washington, on the date indicated below.

DATED this 16 day of October, 2006.

All Star Development Inc.

By: Ronald Markle
Ronald Markle, President

