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Benton County

Benton COUNTY RECORDING

Cover Sheet

Return Address:
Rowland Noel
8500 Gage Blvd #B
Kennewick, WA 99336
Attn Jeff Krossby

FRONTIER TITLE CO.

PLEASE PRINT OR TYPE INFORMATION:

<p>Document Title(s) (or transactions contained therein):</p> <ol style="list-style-type: none"> 1. PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS 2. 3. 4.
<p>Grantor(s) (Last name first, first name, middle initials):</p> <ol style="list-style-type: none"> 1. BADGER MOUNTAN PLATEAU 2. 3. 4. <p><input type="checkbox"/> Additional names on page _____ of document.</p>
<p>Grantee(s) (Last name first, first name, middle initials):</p> <ol style="list-style-type: none"> 1. PUBLIC 2. 3. 4. <p><input type="checkbox"/> Additional names on page _____ of document.</p>
<p>Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)</p> <p>PTN SW 34-9-28</p> <p><input type="checkbox"/> Additional legal is on page _____ of document.</p>
<p>Reference Number(s) of documents assigned or released:</p> <p><input type="checkbox"/> Additional names on page _____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>1-3498-300-0001-001</p> <p><input type="checkbox"/> Property Tax Parcel ID is not yet assigned.</p> <p><input type="checkbox"/> Additional parcel numbers on page _____ of document.</p>
<p>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.</p>

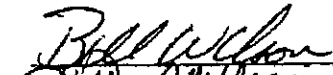

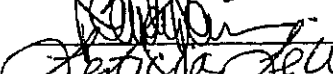
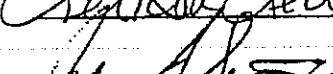
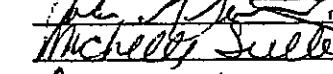
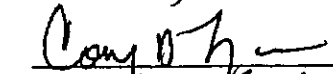
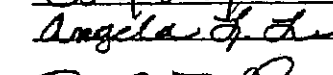
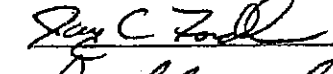
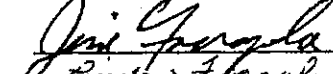
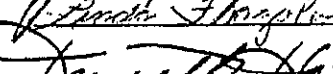
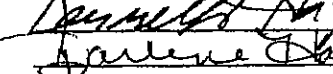


Protective Covenants, Conditions and Restrictions
For
Badger Mountain Plateau Development

Located in a portion of the Southwest ¼ of Section 34 Township 9 North, Range 28 East; consisting of 23-2.5 acre lots.

The undersigned, being the developers of land known as Badger Mountain Plateau, have created this declaration to be executed this 15th day of January, 2002, and amended on August 6, 2003.

WHEREAS, Developers are the owners of certain property in the County of Benton, State of Washington, which is more particularly described below and, WHEREAS, Developers will convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, easements, rights for access, liens and charges as hereinafter set forth.

THEREFORE, Developers hereby declares that all of the properties described below shall be held, sold and conveyed subjected to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties of any part thereof, and shall insure to the benefit of each owner thereof.

Bill Wilson		Date	<u>8-6-03</u>
Holly Wilson		Date	<u>8-10-03</u>
Randy Lewis		Date	<u>8/7/03</u>
Leticia Lewis		Date	<u>8/7/03</u>
John Sullins		Date	<u>8/8/03</u>
Michelle Sullins		Date	<u>8/18/03</u>
Cory Lee		Date	<u>8/12/03</u>
Angela Lee		Date	<u>8/12/03</u>
Jay Fordham		Date	<u>8/8/03</u>
James Fragola		Date	<u>9-11-03</u>
Linda Fragola		Date	<u>8-11-03</u>
Ken Hagel		Date	<u>8/14/03</u>
Darlene Hagel		Date	<u>8/14/03</u>

Section I

DEFINITIONS

- 1.1 "ASSOCIATION" shall mean and refer to **Badger Mountain Plateau Homeowners**, its successors and assigns.
- 1.2 "PROPERTIES" shall mean and refer to that certain real property hereinbefore described and such additions that may be brought within the jurisdiction of the Association.
- 1.3 "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.
- 1.4 "MEMBER" shall mean every person or entity that holds membership in the Association.
- 1.5 "ARCHITECTURAL REVIEW COMMITTEE" shall mean the owners of Badger Mountain Plateau Development, or the duly authorized committee comprised of resident Owners who are charged with reviewing existing and proposed enhancements for compliance with these Covenants.
- 1.6 "IMPROVEMENT" means every structure or improvement of any kind, including but not limited to, buildings, landscaping and any fence, wall, driveway, swimming pool, tennis court or sport court, light fixture, entry gate, storage shelter or other product of construction efforts on or in respect to the property.
- 1.7 "LITTER" means all solid wastes, including but not limited to containers, packages, wrapping, printed matter or other material thrown or deposited as herein prohibited.
- 1.8 "ABANDONED VEHICLE" shall mean a vehicle which has been left upon the property of a person other than the registered or legal owner of said vehicle without the consent of the owner of such property for a period of twenty-four hours or longer.
- 1.9 "OWNER" means the person or persons, owning any Lot (including the holder of a vendor's interest under a land sale contract) or Living Unit within a single-family building. The rights, obligations and other entitlements granted to or imposed upon an Owner commence upon acquisition of the ownership of a lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination. In the event any Lot is further partitioned or subdivided, the Owner of each such subdivided parcel shall be an Owner.



Section II

MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Association. The forgoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of or a contract purchaser's interest in any lot of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership in the association shall ipso facto be deemed to be transferred to the grantee, contract purchaser, as the case may be. Ownership of, or a contract purchaser's interest in, any such lot or lots shall be the sole qualification for membership.

VOTING RIGHTS IN THE ASSOCIATION

Any holder of an interest in any lot or lots shall be entitled to one vote for each lot. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligations of Assessments - Each owner or contract purchaser of any lot or lots by acceptance of a deed or real estate contract therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall agree to pay to the Association: 1. Annual assessments or charges, and 2. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof, (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time at which the assessment fell due. Any subsequent purchaser or assignee of any interest in a property shall accept the property subject to the lien for delinquent assessments.

Purpose of Assessments - The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties.

Amount of the Annual Assessment - Each owner or contract purchaser shall pay the amount of the assessment for each lot, to be set and payable to the Association. Annual assessments may be increased by the Association with the consent of two-thirds of the members voting in person or by proxy at a meeting duly called for such purpose. The annual assessment will be \$250.00. The board of directors may increase or decrease the assessment amount depending on need.

Date of Commencement of Annual Assessments - The liability for the annual assessments shall begin on the first day of the calendar month following the expiration of six months from the

date of any deed or real estate contract of sale for the lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. After the initial assessment payment, annual dues will be paid on January 1.

Effect of Non-Payment of Assessments - If any assessment is not paid within thirty days after it was due and payable, the assessment shall be declared delinquent, and the balance due shall bear interest from the date on which it was due at the rate of one percent (1%) per month for any full month during which the assessment is delinquent. The association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and shall be added to the amount of such assessment, and all such sums shall be included in any judgment or decree entered in such suit.

Section III

PROTECTIVE COVENANTS AND USE RESTRICTIONS

Enjoyment of Property - The owners shall use their respective properties to their enjoyment in such a manner so as to not offend or detract from the other owner's enjoyment of their own respective properties.

Residential Character of Property - The term "residential lots" as used here in, means all of the lots now or hereafter platted on the existing property or the additions thereto. No structure or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lot other than the detached single family dwelling for single-family occupancy only, not to exceed thirty feet in height with a private garage or carport for not more than three standard size passenger automobiles. Accessory buildings shall not exceed twenty-five feet in height.

No recreational vehicle, trailer or unmounted camper shall be stored or parked on the premises nearer the front property line than the minimum setback line.

Erection of mobile homes or manufactured homes is prohibited

Architectural Control - No building shall be erected, placed, or altered on any lot (residential or non-residential) until the building plans, specifications, plot plan, landscaping, and fencing plan, showing the nature, kind, shape, height, materials and location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to existing structures in the development, and as to the location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee (A.C.C.). The A.C.C. will initially be Bill and Holly Wilson, but will be made into three or more association members when all lots are sold.

All plans, specifications and plot plans shall be submitted to:

Bill and Holly Wilson
Badger Mountain Plateau
1276 North Bermuda
Kennewick, WA 99338



Principle Permitted Uses, Minimum Dwelling Size and Cost - The following uses shall be permitted:

1. Single family detached dwellings and detached garages or carports not to exceed four cars.
2. Accessory buildings or structures used to house animals, or used for tack rooms, hay storage. These structures must be located within the setback restriction, and shall be approved by the A.C.C. for both use and appearance.
3. Limited noncommercial agriculture such as vineyards, vegetable gardens and pasture. (Fruit trees not allowed due to commercial farming adjacent to development)
4. Limited keeping of horses: 2 horses per acre (maximum 4 horses per lot). Bare dirt pasture areas are expressly prohibited except that area immediately surrounding the stables. General pasture areas shall be maintained with vegetation at all times. Vegetation will be maintained at 15 inches or shorter. An approved fence must be constructed prior to the acquisition of any horse.
5. If any horses born on the premises cause the maximum allowable number of horses to be exceeded, adjustment must be made within twelve months to bring the total number of horses within compliance of the use restriction.

The ground floor of the main structure, exclusive of open porches and garages shall not be less than two thousand (2,000) square feet for a one story dwelling or the top two levels of a split level dwelling, nor less than one thousand two hundred (1,200) square feet for the ground floor area of a dwelling of more than one story. (For the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story).

Special Developmental Standards for raising and keeping horses in Badger Mountain Plateau:

1. Standings under roofed stables must be made of material which provides for proper drainage so as not to create offensive odors, fly or insect breeding, or other nuisances.
2. Manure must be collected at least once a week and shall be disposed of in one or more of the following manners: (a) Placement of manure in fly-proof container with periodic removal of manure from the lot; (b) Adequate burying of the manure; (c) Removal of manure from the lot.
3. Fences, pens, corrals, or similar enclosures must be of sufficient height and strength to retain animals, and shall be approved by the A. C. C.

Prohibited Uses - The following uses and any other use not expressly permitted are prohibited in the Badger Mountain Plateau Development:

1. Business and Commercial Use of Property - No retail 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.



2. **Animals** - Horses, dogs, cats, household pets, goats, sheep and poultry are allowed for personal enjoyment or 4-H projects as long as the animals are kept in numbers or under conditions not reasonably objectionable in a closely built up residential community. Pigs, roosters and cattle are not permitted.
3. **Temporary Residences** - No trailer, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.
4. **Trash Dumping** - No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from his property or the street and ditches adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Association informing him of such violation, then the Association may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner or contract purchaser of the lot involved on the date of removal.
5. **Vehicles in Disrepair** - No owner or contract purchaser of any residential lot shall permit any vehicle owned by purchaser of any residential lot owned by him or any member of his family or by an acquaintance, and which is in extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property in excess of twenty-four (24) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which such notice is mailed to him by the Association informing him of a violation of this provision, the Association may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the Board of Directors its presence offends the reasonable sensibilities of the occupants of the neighborhood.
6. **Signs** - No signs shall be erected or maintained on any residential lot, except for one FOR SALE or FOR RENT sign placed by the owner or the builder or by a licensed real estate broker, not exceeding the typical small real estate sign size.
7. **Antennas** - No radio or television antenna shall be permitted to extend more than ten (1) feet above the roofline of any residence without the written approval of the A.C.C.
8. **Utility Easements** - The grantors for themselves, their successors and assigns, dedicate easements for the public utility easement strips as shown in the recorded plats. The easements are hereby granted to maintain, construct and reconstruct and repair, domestic water lines, irrigation lines, telephone lines, cable lines, and electric lines for delivery of electric energy as they are constructed and installed at the time of the conveyance of each of the lots in the plat. Whenever the uses of the easement shall cease, the same shall revert to the owner of the land affected by the easement.



- 9. **Date for Completion of Construction** - Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within nine (9) months from date of commencement of construction and shall be connected to the public sewer system, if such exists, or to its own approved septic system. Landscaping shall be completed within six (6) months after completion of the dwelling unit.
- 10. **Fence Requirements** - Fences shall be well constructed of appropriate fencing material. Chain link type fencing is permitted for swimming pool enclosure or small enclosures such as those for containing small household pets, but is not permitted for other purposes. Any paint or other surface treatment shall be maintained in good condition. Fencing shall not detract from the appearance of the dwellings located on adjacent lots or be offensive to the owner or occupants thereof. Fencing materials and fence construction must be approved by the A.C.C. In consultation with the Board of Directors, the A.C.C. may approve any exceptions to the fencing location or constructions requirements.
- 11. **Lights** - Except as initially installed by Declarant, no mercury vapor intensity lights shall be placed or utilized upon any lot or structure erected thereon. Spotlights may not be directed at another property owners building. Security lights shall be directed downward and Christmas lights are permitted.

General Provisions

Enforcement - The Association and each owner or contract purchaser of a lot or lots subject to this declaration shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure of the Association, its Board of Directors, or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.