



2005-039276

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11/14/2005 03:51P
37.00 Benton County

Chicago Title
636 N Colorado St.
Kennewick, WA. 99336

Protective Covenants, Conditions and Restrictions
For
Badger View Ranchettes

CHICAGO TITLE INSURANCE CO.
05-522 MISC.

Located in a portion of the Southeast ¼ of the Southeast ¼ of Section 4 and the Southwest ¼ of the Southwest ¼ of Section 3, Township 8 North, Range 28 East, W.M., Benton County Washington as follows:

Lots 1 through 6, Badger View Ranchettes, Benton County, Washington

Parcel #'s	1.0488.402.0000.001	T88817 Reata Rd
	1.0488.402.0000.002	T89415 Reata Rd
	1.0488.402.0000.003	T90013 Reata Rd
	1.0488.402.0000.004	T90611 Reata Rd
	1.0488.402.0000.005	T91209 Reata Rd
	1.0488.402.0000.006	T91807 Reata Rd

The undersigned, being the developers of land known as Badger View Ranchettes, have created this declaration to be executed this 11th day of Nov, 2005.

WHEREAS, The Developers are the owners of certain real property in the County of Benton, State of Washington, which is more particularly described below and, WHEREAS, the 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, the Developers hereby declare that all of the properties described below shall be held, sold and conveyed subject 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.

Legal Description: Lots 1 through 6 of Badger View Ranchettes
(Full legal to be attached)



DEFINITIONS

- 1.1 "PROPERTIES" shall mean and refer to that certain real property herein before described and such additions that may be brought within the jurisdiction of the plat.
- 1.2 "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.
- 1.3 "MEMBER" shall mean every person or entity that holds ownership of a Lot in Badger View Ranchettes.
- 1.4 "ARCHITECTURAL REVIEW COMMITTEE" shall mean the owners of Badger View Ranchettes, or comprised of three or more resident Owners or Lot Owners and the Developers until they no longer are an owner of lots in Badger View Ranchettes , are charged with reviewing existing and proposed enhancements for compliance with these Covenants.
- 1.5 "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, lighting fixtures, entry gate, storage shelter or other product of construction efforts on or in respect to the property.
- 1.6 "LITTER" means all solid wastes, including but not limited to containers, packages, wrapping, printed matter or other material thrown or deposited as herein prohibited.
- 1.7 "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.
- 1.8 "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 obligation 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
PROTECTIVE COVENANTS AND USE RESTICTIONS**

Enjoyment of Property – The owners shall use their respective properties to their enjoyment in such a manner so as to not offend or detract form 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 of hereafter platted on the existing property or the additions thereto. No structure or buildings of any kind shall be created, 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 and 1,500 square feet. Color and materials must coordinate with main building.

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 topography and finished ground elevation, by the Architectural Control Committee (A.R.C.). The A.R.C. will initially be Geoffrey T. Clark and/or Larry White but will be made of three or more lot owners when all lots are sold.

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

ADDRESS:
P.O.B. 1307-Gig Harbor, WA 98335

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 three cars and shall not exceed 25 feet in height and 1,500 square feet on the ground floor.
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, shall be approved by the A.R.C. for both use and appearance.
3. Limited noncommercial agriculture such as vineyards, vegetable gardens and pasture.
4. Limited keeping of large animals 300 pounds or more (maximum 2 large animals per acre or 4 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 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 two hundred (2,200) square feet for one story dwelling and for two levels of a split level dwelling or two story shall be no less than one thousand five

hundred (1,500) square feet for the ground floor area of the dwelling. (For the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story).

Special Development Standards – for raising and keeping large animals in Badger View Ranchettes:

1. Standings under roofed stables must be made of natural materials which provides for proper drainage so as not to create offensive odors, fly or insect breeding, other nuisances.
2. Manure must be collected at least once a week and shall be disposed of 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 built of new materials specifically designed for the given purpose, and shall be approved by the A.R.C.

Prohibited Developmental Standards – The following uses and any other use not expressly permitted are prohibited in the Badger View Ranchettes:

1. **Business and Commercial Uses 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 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, peacocks and cattle are not permitted.
3. **Temporary Residence** – 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 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 disposal 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 of 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 3 or more of the Lot owners informing him of such violation, then the Lot owners may have said trash removed and charge the expense of removal to said lot owner or purchaser in violation. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the 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 of 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 to 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 3 or more Lot owners informing him of a violation of this provision, the 3 or more Lot owners may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the disrepair when in the opinion of the 3 or more Lot owners 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 any licensed real estate broker, not exceeding the typical small real estate sign size.
7. **Antennas** - No external radio or television antenna shall be permitted. Any radio or television antenna needs to be installed in attic space or installed or stored inside a garage or an existing building. Any satellite dishes installed externally shall be restricted to 24" in diameter.
8. **Utility Easements** - The grantors for themselves, their successors, or assigns dedicate easements for the public utility easement strips as shown in the recorded plans. 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 twelve (12) 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 and posts. Chain link type fencing is permitted on the side property and rear property lines. No chain link fence shall be permitted within 50 feet from the front property line. Wood and chain link metal combination fences may be placed within 50 feet of the front property line after approval by the A.R.C.. Chain link fence material will be black in color. Any surface treated with paint shall be maintained in good condition. Fencing shall not detract from the appearance of the dwellings located on adjacent lots or be offensive by the A.R.C. In consultation, the A.R.C. may approve any exceptions to the fencing location or constructions requirements.

11. **Lights** – Except as initially installed by the Declarant, no mercury vapor intensity lights shall be placed or utilized upon any lot or structure erected thereon. All lighting must be directed down with no unshielded upward light output, no open bulbs, and nothing to exceed 20 feet in height and not be intrusive to adjoining property. Security lights shall be directed downward and Christmas lights are permitted.

General Provisions

Enforcement – Three or more Lot owners or contract purchasers 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 3 or more Lot owners, 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.

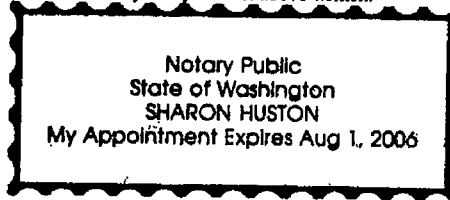
NorAm Development, LLC

By: [Signature]
Geoffrey T. Clark
Managing Member
Date 11-9-05

By: [Signature]
George Booth
Lot Owner
Date: 11/10/05

STATE OF WASHINGTON COUNTY OF ~~PIERCE~~ BENTON
On this 9th day of Nov., 2005, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Geoffrey T. Clark to me known to be the Managing member of the LLC that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath state that he is authorized to execute the said instrument. In witness whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

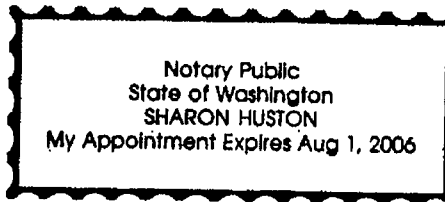
[Signature]
Notary Signature



Printed Name: Sharon Huston
Notary Public in and for the State of Washington,
Residing at Kennecook WA
My commission expires 8-1-06

STATE OF WASHINGTON COUNTY OF BENTON
On this 10th day of Nov, 2005, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared George Booth to me known to be the INDIVIDUAL that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath state that he is authorized to execute the said instrument. In witness whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

[Signature]
Notary Signature



Printed Name: Sharon Huston
Notary Public in and for the State of Washington,
Residing at Kennecook WA
My commission expires 8-1-06