

2017-027636 COV
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Brenda Chilton, County Auditor, Benton County, WA

AFTER RECORDING RETURN TO:
Geoff Clark
Badger Developers, LLC
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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR WEST VILLAGE, PHASE 1**

GRANTORS: BADGER DEVELOPERS, LLC, a Washington limited
liability company

GRANTEE: The Public; West Village Phase 1

LEGAL DESCRIPTION: See attached Exhibit A

ASSESSOR'S TAX PARCEL NO.: 132983000003012-----132983000003011

ABBREVIATED LEGAL: SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, QUARTER SW: THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND DEPICTED ON AMENDED RECORD OF SURVEY FILED UNDER AUDITOR'S FEE NO. 2016-005189 IN BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, QUARTER SW: THAT PORTION OF REVISED PARCEL 1 AS SHOWN ON RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED UNDER AF#2014-014937, RECORDS OF BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS;

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by BADGER DEVELOPERS, LLC, a Washington limited liability company ("Declarant").

The Declarant, BADGER DEVELOPERS, LLC are the owners of the real property in Benton County, Washington commonly known as the West Village Phase 1 neighborhood and legally described in Exhibit A attached hereto (the "Real Property"). The Declarant hereby covenants, agrees and declares that all of the Real Property and all of the housing units and structures constructed on the Real Property are and will be, held, sold, and conveyed subject to and burdened by this Declaration which is for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Property for the benefit of all or any portion of the Real Property and the Owners thereof. All provisions of this Declaration shall run with the land and shall be binding upon the Real Property and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any Lot of Parcel constituting a Portion of the Real Property, and upon their respective heirs, successors, and assigns.

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ARTICLE 1
DEFINITIONS

- 1.1 "ACC" shall mean the Association's Architectural Control Committee.
- 1.2 "Articles" shall mean the Association's Articles of Incorporation.
- 1.3 "Association" shall mean the West Village Owners Association, a Washington nonprofit corporation, its successors and assigns.
- 1.4 "Association Action" shall mean a written corporate action of the Association in the form of either a bylaw or resolution duly passed by either the Board or the Owners.
- 1.5 "Badger Mountain South" shall mean the Badger Mountain South master planned community.
- 1.6 "Board" shall mean the Board of Directors of the Association.
- 1.7 "Builder" shall mean any person who purchases one or more Lots for the purpose of constructing Housing Units thereon for resale.
- 1.8 "Bylaws" shall mean the Bylaws of the Association.
- 1.9 "Common Areas" shall mean any and all real property, personal property, improvements, and facilities owned by the Association or which each of the Lot Owners has an undivided interest, as delineated on any plat within West Village Phase 1, and also including any easements owned by or benefiting the Association or the Lot Owners for the common use and enjoyment of all of the Owners. "Common Areas" does not include master common areas owned or controlled by the Master Association.
- 1.10 "Debts" shall mean any assessments, charges, or fines (including any associated expenses, interest, costs, or attorney fees) due and payable from any Owner to the Association.
- 1.11 "Declaration" shall mean this instrument, as the same may be supplemented or amended from time to time.
- 1.12 "Declarant" shall mean BADGER DEVELOPERS, LLC, a Washington limited liability company, or such successor or assign as Declarant may designate by a writing recorded with the Benton County Auditor.

1.13 "Development Period" shall mean the period of time from the date of recording of the first plat in West Village Phase 1 until all of the Real Property has been platted and title to 100% of the Lots have been transferred to retail purchasers or any shorter period, as determined by the Declarant at Declarant's sole discretion. For purposes of this definition "retail purchasers" means a person who purchases a Lot for purposes of residing in or renting the Housing Unit or Units thereon and shall not include any person who purchases one or more Lots for the purpose of constructing Housing Units thereon for resale. A Builder is not a retail purchaser.

1.14 "Governing Documents" shall mean the Declaration, the Articles, and the Bylaws of the Association, including any amendments to the foregoing, as well as any Rules and Regulations, architectural standards or guidelines, and such other documents as are lawfully adopted by the Board, ACC, or the Owners.

1.15 "Housing Unit" shall mean a single family dwelling unit.

1.16 "Lot" shall mean one of the lots located in the West Village Phase 1 neighborhood. Lot shall not mean or refer to any dedicated right of way, tracts, Parcel, or designated Common Areas.

1.17 "LUDR" shall mean Exhibit C to the document dated December 7, 2010 as amended on March 3, 2013 that is entitled "Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the Community known as Badger Mountain South," and any amendments thereto.

1.18 "Master Agreement Administrator" shall mean the Badger Mountain South Master Agreement Administrator as set forth in the Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the Community known as Badger Mountain South dated December 7, 2010. As used in the Governing Documents, Master Governing Documents, and LUDR, the terms "Master Agreement Administrator" and "Master Plan Administrator" have the same meaning and are interchangeable.

1.19 "Master Association" shall mean the Badger Mountain South Community Association, a Washington nonprofit corporation.

1.20 "Master Board" shall mean the Board of Directors of the Master Association.

1.21 "Master Declaration" shall mean the Master Declaration of Covenants, Conditions and Restrictions for Badger Mountain South, a Master Planned Community, recorded under Benton County Auditor's Recording No. 2012-027520, and any amendments thereto or any restatements thereof as may be recorded from time to time.

1.22 "Master Governing Documents" shall mean the Master Declaration, the Articles, and the Bylaws of the Master Association, including any amendments to the foregoing, as well as any Rules and Regulations, architectural standards or guidelines, and such other documents as are lawfully adopted by the Master Board, Master Architectural Control Committee, if any, or the Master Association members.

1.23 "Member" shall mean every person or entity that holds a membership in the Association.

1.24 "Mortgage" shall mean any recorded mortgage or deed of trust encumbering one or more of the Lots. "First Mortgage" shall mean the holder or beneficiary of any first priority mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term "Institutional Mortgagees" shall mean banks, trust companies, insurance companies, mortgage companies, mortgage insurance companies, savings and loan associations, mutual savings banks, credit unions, or other entities chartered under federal or state laws, and any agency or department of the United States Government or of any state or municipal government that holds a Mortgage.

1.25 "Owner" shall mean the record owner (whether one or more individuals or entities) of a fee interest in any Lot or Parcel, but excluding mortgagees or other individuals or entities having an interest in any Lot or Parcel merely as security for the performance of an obligation. Purchasers from or assignees of Owners under recorded real estate contracts shall be deemed Owners and their respective sellers or assignors shall not constitute Owners.

1.26 "Parcel" shall mean any legal tax parcel located wholly or partially within West Village but outside of any Plat.

1.27 "Person" shall mean a natural person, corporation, limited liability company, partnership, trustee, or other legal entity.

1.28 "Plat" shall mean the plat of West Village Phase 1 and all subsequent final plats, short plats, or binding site plans as may be recorded platting or dividing any portion of West Village Phase 1.

1.29 "Real Property" and "West Village Phase 1" shall both mean the real property described in Exhibit A, and any additions thereto as may hereafter be subjected to the terms of this Declaration and all improvements and structures now or hereafter placed thereon.

1.30 "Rules and Regulations" shall mean the rules and regulations of the Association.

1.31 "Sale" or "Sold" shall mean the date upon which ownership of a Lot is transferred from an Owner to another person by recordation of an instrument of transfer such as a deed or real estate contract.

1.32 "Single Family" shall mean a single housekeeping unit that includes not more than four adults who are legally unrelated.

ARTICLE 2 MASTER DECLARATION

2.1 The Declarant hereby covenants, agrees and declares that all of the Real Property and all of the Housing Units and structures constructed on the Real Property are and will be, held, sold,

and conveyed subject to and burdened by the Master Declaration. All provisions of the Master Declaration shall run with the land and shall be binding upon the Real Property and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any Lot or Parcel constituting a portion of the Real Property, and upon their respective heirs, successors and assigns.

2.2 The Declaration shall be consistent with and supplemental to the Master Declaration, and the Declaration shall be interpreted so as to effectuate that intent. The Association shall be a member of the Master Association as set forth in the Master Governing Documents, and all Owners shall abide by all terms, provisions, rules, and regulations of the Master Governing Documents. The Association shall have the power, subject to the provisions in the Master Declaration, to enforce the provisions of the Master Declaration, and to collect any assessments on behalf of the Master Association, but only as they relate to the Property.

2.3 In case of any conflict between the Declaration and the Master Declaration, the Master Declaration shall control, provided that in the event any architectural, design, construction, use, or maintenance standard, condition or restriction in the Governing Documents is more restrictive than provided in the Master Governing Documents, the more restrictive standard, condition or restriction shall control.

ARTICLE 3 DECLARANT CONTROL

3.1 Development Period. During the Development Period, the Declarant shall manage the Association and exclusively have all of the rights, powers, and functions of the Board as set forth in the Governing Documents, and generally exercise all powers necessary to carry out the provisions of this Declaration, and shall act without further authority or approval from or action by the Members. The Declarant may delegate any of its managerial duties, powers, or functions to any Person. Upon termination of the Development Period, a Board shall be elected among the Owners, in accordance with the terms and provisions of the Governing Documents. The Board so elected shall have the authority and obligation to manage the Association under the Governing Documents.

3.2 Purpose of Development Period. The Declarant's control of the Association during the Development Period is established in order to ensure that the Real Property and the Association will be adequately administered in the initial phases of development, ensure an orderly transition of the Association operations, and to facilitate the completion of construction of Housing Units.

3.3 Temporary Board. The Declarant may, in Declarant's sole discretion, and at such times as the Declarant deems appropriate, appoint up to five persons who may be Owners or representatives of corporations or other entities that are Owners, as a temporary Board. The Declarant may delegate to the temporary Board all of the rights, powers, and functions of the Declarant as set forth in the Governing Documents. Temporary Board members shall serve at the pleasure of the Declarant. After selecting a temporary Board, the Declarant, in the exercise of the Declarant's sole discretion, may at any time terminate the temporary Board and resume the Declarant's management authority.

ARTICLE 4
THE ASSOCIATION

4.1 Authority of Association. The Association shall have the authority and obligation to manage and administer the Common Areas and to enforce this Declaration. The Association shall also have the authority and obligation to manage and administer the activities of the ACC in its responsibilities as described in this Declaration.

4.2 Association Membership. Every Owner of a Lot or Parcel shall by reason thereof be a Member of the Association. Membership shall not be separated from ownership of the Lot or Parcel to which it relates.

4.3 Votes Appurtenant to Lots and Parcels. Only one vote in the Association may be cast for each Lot or Parcel owned. When more than one person holds the beneficial fee interest in any Lot or Parcel, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Parcel. If the several Owners of a Lot or Parcel are unable to agree as to the casting of their vote, such vote shall not be counted. Where a Person owns more than one Lot or Parcel, each vote of such Person may be cast separately.

4.4 Compliance with Governing Documents. By acceptance of a deed to a Lot or Parcel, execution of a real estate contract to purchase a Lot or Parcel, or any other means of acquisition of an ownership interest in a Lot or Parcel, whether or not it shall be so expressed in any such deed or other instrument, the Owner of each Lot and Parcel covenants and agrees, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents, as the same may be lawfully amended from time to time, and all decisions adopted pursuant to the Governing Documents.

4.5 Rules and Regulations. The Association shall have the power to adopt, amend, and enforce Rules and Regulations governing use of the Real Property or any other matter within the Association's authority, by Association Action; provided, however, that the Rules and Regulations are not inconsistent with any of the Governing Documents. The Association may prescribe fines in accordance with a previously established schedule adopted by the Board and furnished to the Owners for the violation of the Governing Documents. The Rules and Regulations shall become effective 30 days after adoption, elimination, or amendment and shall be mailed to all Owners within 14 days after adoption, elimination, or amendment. A copy of the Rules and Regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. The Rules and Regulations shall have the same force and effect as if set forth herein.

4.6 Managing Agent. The Association or the Board may, but shall not be required to, contract with a managing agent to assist the Board in the management and operation of the Association and may delegate such of its powers and duties to the managing agent as it deems to be appropriate, except as limited herein. Only the Board can adopt a regular or special budget. Any contract with a managing agent, or any other contract to provide for services, shall have a term no longer than one (1) year (but may be renewable by agreement of the parties for successive one year periods) and shall be terminable by the Association or the Board without payment of a termination fee, with or without cause, on thirty (30) days prior written notice.

ARTICLE 5
ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

5.1 Owners' Covenant to Pay Assessments. Each Owner of a Lot or Parcel by acceptance of a deed to a Lot or Parcel, execution of a real estate contract to purchase a Lot or Parcel, or acquiring an ownership interest in a Lot or Parcel by any other means, whether or not it shall be so expressed in any such deed or other instrument, covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all assessments levied as provided herein.

5.2 Initial Contribution. Upon the closing of the first sale of a Lot, an initial assessment of \$400 shall be paid to the Association by the purchaser of such Lot, to pay for Association expenses and to reimburse the Declarant for expenses incurred relative to organizing the Association, preparing the Governing Documents, and construction and maintenance of Common Areas.

5.3 Monthly Assessments during Development Period. During the Development Period, monthly assessments of \$35.00 per ERU shall commence and be due on a Lot on the first day of the second month following the date the initial assessment was due on such Lot under section 5.2 above. The assessments shall be used for costs and expenses of the Association, including but not limited to, the following: all management and administrative costs; operation and maintenance expenses of street lighting (if not maintained by applicable government entity, Master Association, or utility provider), all operating and maintenance expenses of the Common Areas, including the amount of all taxes and assessments levied against, and the costs of liability and other insurance on, the Common Areas; all charges for any services furnished to the Association, including attorneys fees and costs; and the cost of funding reasonable reserves established by the Declarant, including, when appropriate, a general operating reserve and a reserve for replacements. The Declarant shall have the authority during the Development Period to increase the monthly assessments in the event the expenses of the Association are in excess of assessments collected, and to collect the monthly assessments on a quarterly, semiannually, or other basis. The Declarant shall send to the Lot Owners a notice of the assessment increase at least 60 days in advance of the effective date of the increase.

5.4 Association Budget. After expiration of the Development Period, the Board shall prepare, or cause the preparation of, an operating budget for the Association at least annually. The operating budget shall set forth all sums required by the Association, as estimated by the Board, to meet its annual costs and expenses, including but not limited to, the following: all management and administrative costs; operation and maintenance expenses of street lighting (if not maintained by applicable government entity or utility provider), all operating and maintenance expenses of the Common Areas, including the amount of all taxes and assessments levied against, and the costs of liability and other insurance on, the Common Areas; all charges for any services furnished to the Association, including attorneys fees and costs; and the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements. The funds required to meet the Association's annual costs and expenses shall be raised from a general assessment against each Owner as provided hereafter. The Board may revise the operating budget after its preparation at any time and from time to time as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

5.5 Levy of General Assessment against Lot Owners after Expiration of the Development Period

After expiration of the Development Period, in order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy in advance on every Lot Owner a general per Lot assessment as follows:

5.5.1 The general per Lot assessment shall be the amount of the Association's operating budget divided by the sum of the number of Lots.

5.5.2 The Board shall send to each Lot Owner a copy of the operating budget and notice of the amount of the general assessment (including all information required by RCW 64.38.025 as amended) at least 30 days in advance of the beginning of the assessment period, provided however that notification to a Lot Owner of the operating budget or amount of an assessment shall not be necessary to the validity thereof. The budget and general assessment shall be effective unless disapproved at a meeting by vote of Owners having at least 67% of the Lot Owner votes in the Association. There shall be no obligation to call a meeting to consider the budget or assessment unless a petition of Lot Owners having at least 10% of the Lot Owner votes in the Association is presented to the Board within 10 days after delivery of such notice. If a budget or assessment is disapproved or the Board fails to determine the budget for any year, until a budget is determined, the budget and assessment for the preceding year shall continue.

5.5.3 Upon any revision by the Board of the operating budget during the assessment period for which such budget was prepared, the Board shall, if necessary, revise the general assessment in the same manner as provided herein for the consideration of an initial general assessment.

5.6 Collection of Master Association Assessments. Association shall be responsible for collecting all master assessments in accordance with the terms of the Master Declaration and submitting them to the Master Association. Monthly master assessments and Association assessments shall be combined so that the Lot Owner only has to make one payment to the Association.

5.7 Extraordinary Use Expenses. If a common expense is caused by the misconduct or negligence of a particular Owner, the Association has the right to treat such expense as an assessment against such Owner and the Owner's Lot or Parcel, and may be collected by the Association in the manner described in this Declaration for collection of assessments.

5.8 Payment of General Assessment. Upon Association Action, installments of the general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without penalty.

5.9 Commencement of Assessments. Liability of an Owner for assessments shall commence on the first day of the calendar month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed, the date of a recorded real estate contract for the sale of any Lot, the date of death in the case of a transfer by will or intestate succession, etc.). The Association may in its Rules and Regulations provide for an administratively convenient date for commencement of assessments that is not more than 90 days after the effective date established above. The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment.

5.10 Certificates and Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot or Parcel are paid and current to the date stated therein. A reasonable charge may be made by the Association for the issuance of such certificates.

5.11 Special Assessments. In addition to the general assessments authorized by this Article, the Board may levy a special assessment at any time applicable to that year only, for the purpose of defraying the cost of any construction or reconstruction, unexpected repair, or replacement of a capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purposes as the Board may consider appropriate. Provided, the Declarant shall not be obligated to pay any special assessments on Lots owned by the Declarant during the Development Period. Provided further that any such special assessment in excess of \$500 per Lot must have the prior favorable majority vote of the Members. If a special assessment specially benefits a Parcel, the Parcel shall be assessed the special assessment.

5.12 Fines Treated as Special Assessments. Any fines levied by the Association pursuant to the Governing Documents or RCW Chapter 64.38 (or successor statute authorizing the imposition of fines) shall be treated as an assessment of the Owner fined, and may be collected by the Association in the manner described in this Declaration for collection of assessments.

5.13 Lien - Personal Obligation. All assessments (including fines and other charges treated as assessments in this Declaration), together with interest and the cost of collection (including attorneys fees whether or not a suit has been filed) shall be a continuing lien upon the Lot or Parcel against which each such assessment is made. The lien shall be for the benefit of the Association and shall arise in accordance with the terms of the Declaration without necessity of any further action by the Association. The lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot or Parcel at the time the assessment was due. No Owner may waive or otherwise avoid liability for assessments by non-use of the Common Areas or abandonment of the Lot or Parcel. The sale or transfer of any Lot or any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein.

5.14 Delinquency. If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from said date at twelve percent (12%), or, in the event that twelve percent (12%) exceeds the maximum amount of interest that can be charged by law, then the highest permissible rate as provided by law. A late charge of five percent (5%) of the amount overdue shall be charged for any payment more than ten (10) days past due. Each Member hereby expressly grants to the Association, or its agents, the authority to bring all actions against each Member personally for the collection of such assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an actions brought in the name of the Association in a like manner as a mortgage of real property, and such Member hereby expressly grants to the Association the power of sale in connection with such liens. The Association shall have the power to bid at a foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot obtained by the Association.

5.15 Suspension of Voting Rights. In the event any Member shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms' of the Governing Documents for a period of thirty (30) days, the Member's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Members as may be provided in the Governing Documents.

5.16 Enforcement of Assessments. The Board may take against any Lot or Parcel Owner such action as is necessary, including the institution of legal proceedings, to enforce the provisions of this Article. Attorneys fees and costs incurred by the Board in enforcing the provisions of this Article shall be assessed against such Lot or Parcel Owner whether or not legal proceedings are instituted and may be collected by the Association in the manner described in this Declaration for collection of assessments.

ARTICLE 6 SUBORDINATION OF LIENS

6.1 Intent of Provisions. The provisions of this Article 6 apply for the benefit of each mortgagee who lends money for purposes of construction of any improvements on any Lot or Parcel or the payment of the purchase price of a Lot or Parcel.

6.2 Mortgagee's Non-Liability. The holder of a Mortgage against any Lot or Parcel shall not, by reason of such security interest only, be liable for the payment of any Debts nor for the observance or performance of any covenant or restriction, except for those matters which are enforceable by injunction or other equitable relief, not requiring the payment of money, and except as hereinafter provided.

6.3 Mortgagee's Rights During Foreclosure. During the pendency of any proceeding to foreclose a First Mortgage, including any period of redemption, the holder of the mortgage, or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the encumbered Lot or Parcel, including but not limited to, the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

6.4 Mortgagee as Owner. At such time as a mortgagee shall become the record owner of the Lot or Parcel previously encumbered by the Mortgage, the mortgagee shall be subject to all of the terms and conditions of the Governing Documents, including the obligation to pay for all Debts in the same manner as any Owner.

6.5 Mortgagee's Title Free and Clear of Liens. A mortgagee or other secured party who holds a First Mortgage and acquires title to a Lot or Parcel through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure, or equivalent method (collectively referred to in this Section 5.5 as "Foreclosure"), shall acquire title to the encumbered Lot or Parcel free and clear of any subordinate lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any Debts due but unpaid prior to the date the First Mortgagee became entitled to possession of the Lot or Parcel. The Association may treat any unpaid Debts against a Lot or Parcel subject to Foreclosure as a common expense of the Association.

6.6 Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot or Parcel, any Debts shall continue to exist and remain as a personal obligation of the Owner against whom the same were levied, and the Association may use reasonable efforts to collect the same from such Owner.

6.7 Subordination of Liens. The liens for assessments provided for in this Declaration shall be subordinate to the liens of any First Mortgage placed upon a Lot or Parcel as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest.

ARTICLE 7 ARCHITECTURAL CONTROL

7.1 Appointment of ACC. The Declarant during the Development Period reserves the right to act as, and assume all powers and control of, the ACC or to appoint one or more individuals to the ACC who need not be Owners. At the expiration of the Development Period, the Board shall appoint one, three, or five members to the ACC. Members of the ACC shall serve without compensation, except that individuals appointed by the Declarant during the Development Period may receive compensation. After expiration of the Development Period, the Board shall serve as the ACC until members of the ACC are appointed.

7.2 Authority of ACC. The ACC shall have the authority and obligation to review and approve construction activity within West Village Phase 1 and such other authority provided for the ACC in the Governing Documents. ACC decisions shall be determined by a majority vote of the members of the ACC.

7.3 Approval by ACC Required. Except as to construction, alteration, or improvements performed by the Declarant, no construction activity of any type including clearing and grading, cutting or transplanting of significant natural vegetation may begin on a Lot, Parcel, Common Area, or common element and no building, structure, fence or other improvement shall be erected, placed or altered on any Lot, Parcel, Common Area, or common element until, at a minimum, the building plans, specifications, plot plans, and landscape plan showing the nature, kind, shape, height, materials, exterior color and location of such building, structure or other improvements have been submitted and approved in writing by the ACC or its authorized representative as to compliance with the Governing Documents, Master Governing Documents, LUDR, and harmony of exterior design and location in relation to and its effect upon surrounding structures and topography. Further, no fences, hedges or walls shall be erected or altered and no significant exterior changes shall be made to any building including, but not limited to, exterior color changes, additions or alterations, until such written approval shall have been obtained. For any construction, alteration, or improvements requiring a building or other land use permit from the City of Richland, application and approval by the ACC hereunder shall be obtained before such permit application is filed with the City. Concurrently with issuance of the ACC's written decision on any application requiring a building or other land use permit from the City of Richland, the ACC shall submit to the Master Agreement Administrator a draft BMS-Master Agreement Consistency Recommendation (BMS-MACR), in accordance with Section 1 of the LUDR, setting forth the ACC's recommendation.

7.4 Submission of Plans and Specifications. A written application for approval shall be submitted to the ACC in duplicate at the registered address of the Association, or such other address as the ACC shall have provided to the Owner in writing prior to submittal. The application shall contain the name and address of the Owner, identification of the Lot, Parcel, or common element, and plans and specifications for the proposed construction activity, including:

- a. The location of the structure upon the Lot, Parcel, or common element, and location of site improvements and fixtures such as driveways, sidewalks, patios, exterior appliances, fencing, hot tubs, etc.;
- b. The floor elevation of the structure with reference to the existing and finished Lot or Parcel grades;
- c. Floor plans and exterior elevations. Exterior elevations to include materials, detailing, colors with location of trim or varied colors indicated, and roof material and color;
- d. Landscape plan, including hardscape and fixture details; and
- e. Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the ACC in evaluating development proposals.

The ACC shall prepare and make available to the Owners an application checklist setting forth all items required for a complete application. Within fifteen (15) days following receipt of an application, the ACC shall notify the applicant in writing as to whether the application is complete, or if any additional information is required before the application is considered complete. If such notice is not given within 15 days, the application shall be deemed complete.

7.5 Time Limits. The ACC shall have 20 days from the date the application is deemed complete to review and respond to an application. If the ACC fails to notify the Owner of its action within the 20 day period, the Owner may proceed with the proposed construction activity notwithstanding the lack of written approval by the ACC or its authorized representative.

7.6 Standards for Evaluating Development Proposals. In addition to the standards and guidelines contained herein and in the Master Governing Documents, the ACC may adopt and amend, subject to approval by the Board, written standards and/or guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration, the Master Declaration, the LUDR, and any other covenants or restrictions covering the Real Property. If such standards and/or guidelines are adopted, they shall be available to all interested parties upon request and shall be binding upon all Property as if set forth herein. In addition to the standards and guidelines described above, in evaluating development proposals, the ACC shall determine whether the external design, color, building materials, appearance, height, configuration, location on the Lot, Parcel, or condominium common element, and landscaping of the proposed structure (the "design elements") harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in West Village Phase 1 and Badger Mountain South, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration (collectively the "approval factors"). The ACC shall decline to approve any design (1) in which the design elements fail to harmonize with the approval factors described above or fail to comply with any standards or guidelines contained in the Declaration, Master Governing Documents, LUDR, or promulgated by the ACC, (2) which impacts adversely on nearby Properties and Common Areas; or (3) is of a temporary or non-permanent nature. ACC determinations may be amended by a majority vote of ACC members. Any disapproval of an application by the ACC shall set forth in reasonable detail the reason for disapproval.

7.7 Master Association Approval. In addition to the ACC review and approval required herein, the Owner shall obtain all approvals, if any, required by the Master Governing Documents, before commencing any construction activity of any type including clearing and grading, cutting or transplanting of significant natural vegetation, erection of any building, structure, fence, wall or other improvement or any significant exterior changes to any building or structure including, but not limited to, exterior color changes, additions or alterations.

7.8 Compliance with Codes. The ACC, in its deliberations and in the discharge of its obligations hereunder, shall act objectively and fairly in making decisions concerning various plans, specifications, and proposals submitted to it by various applicants for consideration in accordance with the provisions of this Declaration. In all cases, ultimate responsibility for complying with the Master Declaration, satisfying all local building and land use codes and requirements, including the LUDR, rests with the Owner and contractor employed by the Owner. The ACC has no responsibility for ensuring that plans and specification which it reviews comply with local building or land use codes and requirements. In consideration of ACC's review of an application, The applicant shall indemnify and hold the ACC and its members (and Declarant) harmless from any claim or damages resulting from the ACC's approval of disapproval or any application, or the applicants failure to comply with the applicable building or land use codes or other governmental requirements.

7.9 Variation. The ACC shall have the authority to approve plans and specifications which do not conform to the standards, guidelines and restrictions set forth in Articles 7 and 8 or adopted by the ACC in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved if variation will not (1) detrimentally impact the overall appearance of the development, (2) impair the attractive development of the subdivision, or (3) adversely affect the character of nearby Lots. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the ACC determines that the variation would further the purposes and intent of these restrictions. Notwithstanding the forgoing, the ACC shall have no authority to approve plans and specifications that do not conform to the standards, guidelines and specifications set forth in the Master Governing Documents unless such authority is granted to the ACC in the Master Governing Documents.

7.10 No Waiver. Approval by the ACC of any plans, drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification or matter submitted for approval.

7.11 Consultation. The ACC may retain and consult persons or entities to assist in the evaluation of plans submitted to the Board for review.

7.12 Fees. The ACC may charge a fee for review of any matter submitted to it. Any fee schedule adopted by the ACC must be approved by the Board.

7.13 Appeals. After the Development Period, the Board shall serve as an appellate panel to review decisions of the ACC upon request of a party aggrieved by the ACC's decision. The Board shall provide, through Rules and Regulations, a procedure by which decisions of the ACC may be appealed to the Board. The Board may choose, in its discretion, to limit the scope of such appeal and provide time limitations for appeals to be made to the Board.

7.14 Limitation of Liability. To the extent permitted by law, members of the ACC, Declarant or any other Person while acting as the ACC, their agents and consultants, shall have no personal liability for any action or decision made by the ACC. By acceptance of a deed to any Lot or Parcel, the Lot or Parcel Owner agrees and covenants not to maintain any action against any member of the ACC, Declarant, or any other Person while acting as the ACC, their agents and consultants, which seeks to hold such Person personally or individually liable for damages relating to or caused by any action, inaction, or decision of the ACC. Nonaction on the part of the ACC or the Declarant shall not exempt the applicant from any of the provisions of the Declaration or standards adopted by the ACC.

7.15 Failure to Obtain ACC Approval. If any Lot or Parcel Owner or condominium association fails to obtain ACC approval for any improvement, construction, or other activity requiring ACC approval in this Declaration, or if such improvement, construction, or activity is performed other than in accordance with ACC approval, such improvement, construction, or activity shall be deemed to be a violation of this Declaration. Upon written notice from the ACC or the Board, the Lot or Parcel Owner or condominium association shall remove or alter such improvement or construction and/or cease such activity, so as to comply with this Declaration and any standards adopted by the ACC. If compliance is not achieved within twenty days after the notice was given, the Association may record a notice of violation against the Lot or Parcel. All costs, expenses and attorneys fees (whether or not suit or arbitration is filed) incurred by the Association in obtaining compliance shall constitute a lien against the offending Lot or Parcel and a personal obligation of the Lot or Parcel Owner, which may be collected and foreclosed in the same manner as any other delinquent monthly or special assessment. If the violation involves a condominium common element the notice shall also be sent to each condominium unit owner, the notice of violation may be recorded against each condominium unit and the lien shall be against all of the units and common elements of the condominium.

ARTICLE 8 USE COVENANTS, CONDITIONS, AND RESTRICTIONS

8.1 Building Type. No structure of any kind shall be erected or permitted to be maintained on any Lot or Parcel other than structures and uses allowed under the LUDR, which have been approved in accordance with the provisions of the Declaration. All Housing Units shall be of a "site-built" variety. Mobile and manufactured homes, and modular homes are specifically not permitted.

8.2 Building Setbacks. In no event shall setbacks violate applicable zoning regulations or be less than the building setback lines shown on the Plat. Accessory buildings shall be no closer to the front property line than the closest Housing Unit.

8.3 Architectural Styles. All structures and accessory buildings shall conform to one of the following architectural styles:

Southwest

Victorian

Craftsman

American Foursquare

Other architectural styles that are deemed by the ACC to be consistent with the LUDR and the provisions of the Declaration, and that complement the style of the surrounding structures.

8.4 Massing & Scale.

8.4.1 Buildings or attached dwellings exceeding 50 feet in length shall provide relief to perceived building mass by employing at least 2 of the following techniques on street-facing and other prominent visible facades:

(a) Facade Modulation: at least two (2) feet in depth and ten (10) feet in length above the first story at least once in every 25 feet.

(b) Roofline modulation, varied roof heights or varied roof forms.

(c) Balconies at least two (2) feet in depth or decks or porches at least five (5) feet in depth.

(d) Bay windows at least two (2) feet in depth

(e) Upper terraces visible from the street

(f) Other techniques that will accomplish the intended purpose of this section.

8.4.2 Blank walls are prohibited when they include a surface area of at least 400sf having both a length and height of at least ten (10) feet without a door, window, building modulation or architectural feature. Such walls shall be enhanced with decorative patterns, murals or other architectural features.

8.5 Materials & Finishes. Architectural materials and assemblies shall be combined in a manner that assures longevity and sustainability, and should be coordinated to establish design consistency with the particular architectural style employed.

8.5.1 Durability of Materials - Materials, especially at the ground floor, should be durable and detailed in a manner that enlivens the public realm.

8.5.2 Masonry & Stone - Masonry veneer wall should be detailed with structural integrity, appearing thicker and heavier than other wall types, especially at doors and windows.

8.5.3 Synthetic Materials - The use of synthetic materials that mimic another material is prohibited unless they:

- (a) Have a permanence of color, texture and character that is acceptable for their proposed application.
- (b) Demonstrate ability to age similar to or better than the natural material they imitate. Adequately simulate the appearance of the natural material they imitate.
- (c) Can be pressure washed and withstand anti-graffiti measures.

8.5.4 Multiple Materials - Two or more wall materials may be combined in one facade. If located one above the other, lighter weight materials must be placed above the more substantial materials. In general, vertical joints between different materials shall only take place at inside corners.

8.5.5 Attached Elements, Finishes & Fixtures - The various elements of finishes, fixtures and architectural details shall be consistent with each other and the architectural style employed.

8.6 Openings.

8.6.1 Materials.

- (a) Windows, doors, frames, colors and styles shall be appropriate to a building's architectural style.
- (b) Recommended window and door materials include wood, fiberglass, steel, vinyl and aluminum.
- (c) Glazing shall be clear glass, particularly in storefront and primary window applications. Etched glass, stained glass and glass block are allowed. Reflective and colored glass coatings are prohibited.

8.6.2 Window Configurations

- (a) All metal frame windows shall have thermal breaks.
- (b) If mullions are used, true divide lights are preferable but not required.
- (c) Window orientation and proportion of openings shall be consistent with the architectural language of the building.
- (d) Awnings and shading devices are encouraged in order to manage solar gain. They shall be compatible with the building style and form proposed.

8.7 Color Design.

8.7.1 The ACC shall promulgate color palettes subject to approval by the Master Board.

8.7.2 Color on an individual house, and the composition of color schemes used on one block, should complement the architecture and contribute to the variety of the streetscape and the overall neighborhood.

8.7.3 West Village Phase 1 shall express a range of color palettes, which will be applied with different percentages to the homes on a block face.

8.8 Distribution of Home Designs & Colors.

8.8.1 Each residential street or cul de sac shall have a variety of unique home designs and exterior color compositions.

8.8.2 Identical home exterior designs shall not be adjacent to each other.

8.8.3 No more than two of the same home exterior design shall occur on one street or cul de sac unless it is separated by 4 or more lots including houses across streets from each other.

8.8.4 When two of homes of the same design occur on one street or cul de sac, they shall have different color compositions.

8.8.5 No homes of the same color composition shall be adjacent on one street or cul de sac.

8.8.6 Traditional color compositions appropriate to the architectural style chosen are strongly encouraged.

8.9 Date for Completion of Construction. Any Housing Unit or other structure erected or placed on a Lot shall be completed as to external appearance, including finished painting, within six (6) months from the date of commencement of construction. Landscaping shall be completed within six (6) months after completion of the Housing Unit. The ACC may grant time extensions for landscaping completion if weather conditions prevent compliance within the required time period. Housing Units built on a speculation basis must include front yard landscaping prior to final inspection by the applicable government building inspector.

8.10 Landscaping Standards. "Front yard" shall be defined as the Lot area extending from the front property line back to a line measured parallel with the front property line which would coincide with the front wall of the main dwelling on the Lot, exclusive of any garage projections. The front yard landscaping shall include all of the adjacent public street right-of-way along the Lot frontage and side frontage out to the edge of the curb or sidewalk in the public street. Each Lot Owner shall be responsible for installing and maintaining the landscaping within his adjacent right-of-way. All Lot Owners shall install a grass strip with irrigation sprinklers between the sidewalk and the road curb. All Lot Owners shall also install trees as per the LUDR. All rear yards shall be maintained in a fully landscaped manner, so as to maintain a neat and tidy appearance. Standards and requirements for landscaping design and planting materials are set forth in the LUDR. The ACC may develop additional standards and requirements for landscaping design and planting materials which shall be binding on all Real Property as if set forth herein.

8.11 Fences.

8.11.1 General Requirements. No wall, hedge, or mass planting shall be permitted within the minimum front yard setback. Fences shall not be constructed of rustic fencing materials and shall not detract from the appearance of the Housing Units located upon the

adjacent Lots or be offensive to the Owners or occupants thereof. Cyclone, metal mesh and chain link or wood fencing are not allowed. All fencing shall be subject to ACC approval of the material, location, size and construction details of the fence. Acceptable materials are split faced block, brown and tan vinyl, wrought iron or a similar product. Fence material should be consistent throughout West Village Phase 1, as determined by the ACC. Fences within the minimum front yard setback shall not exceed three feet in height. Other fences shall not exceed five feet in height without approval from the ACC. Fence height limits shall not apply to trees, shrubs, hedges or other landscaping. Fences within the minimum front yard setback shall be at least 50% transparent.

8.12 Signs.

8.12.1 No signs, billboards, or other advertising structures or device shall be displayed to the public view on any Lot or common element except one sign not to exceed three square feet in area may be placed on a Lot or common element to offer the property for sale or rent and with the exception of any entry monument or signage which may be installed by the Declarant. Political yard signs, not more than six (6) square feet in area, of a temporary nature, not to exceed thirty (30) days, will be allowed during campaign periods on Lots and common elements. Within five (5) days after the date of the election to which the sign refers, such sign must be removed. This Section 8.12 (a) (including, but not limited to, the restrictions on the number of signs and the sign size limit) shall not apply to signs approved under this Section by the Declarant during the Development Period. The Board may cause any sign placed on the Real Property or any adjacent right of way in violation of this Section 8.12, except signage placed by the Declarant, to be removed and destroyed without compensation of any kind to anyone including, but not limited to, the person or persons owning any interest in the signs removed.

8.12.2 The Declarant may establish, for the duration of the Development Period, signage guidelines and standards for Lot identification signs, "for sale" signs, real estate agent/broker identification signs and other signage that may be placed by parties other than the Declarant on any part of the Lots within West Village Phase 1 or the Common Areas or public right of way, during the Development Period. Such guidelines and standards may allow a Builder to exceed the sign number and size limits set forth in Section 8.12(a) in order to promote the sale of the Builder's Lots. The Declarant may also develop an overall theme of signage within West Village Phase 1, including specific requirements for physical sign installations and size requirements with theme will then become part of the established guidelines and standards for signage in West Village Phase 1 during the Development Period. During the Development Period, the Declarant shall have the sole and exclusive right to approve, in the Declarant's sole discretion, any and all signage installations within a Plat, including adjacent right of way. During the Development Period, every Owner and any builder or real estate agent on behalf of an Owner, shall submit any proposed signs to the Declarant for approval prior to installation of the signs. Any signs not specifically approved by the Declarant found anywhere within a Plat or on any adjacent right of way, may be removed and disposed of by the Declarant. The absolute right of the Declarant to remove unauthorized signs from the Property and adjacent right of way specifically includes, but is not limited to, the declarant's right to remove any signs placed by real estate agencies or their representatives, including temporary reader board signs and other signage installations. No person, including but not limited to, the person or persons owning any interest in the signs removed, shall be entitled to compensation of any kind for signs removed by Declarant under this Section.

8.12.3 Notwithstanding any provision of this Section 8.12, during the Development Period signs placed by the Declarant shall not be subject to any sign restriction, guidelines or standards, except applicable ordinances.

8.13 Driveways. Driveways shall be constructed of concrete or paver materials. Pavers may be of brick, concrete, or stone. Concrete finish may be broom, stamped, or exposed aggregate. Porous materials are encouraged

8.14 Basketball Equipment. Basketball backboards shall not be permitted on the roof or walls of the front half of a Housing Unit.

8.15 Commercial Uses. No business, trade or similar activity may be conducted in or from any Housing Unit except that an Owner or occupant residing in a Housing Unit may conduct business activities in or from the Housing Unit, upon prior Board approval, if the business activity (a) conforms to all zoning and land use regulations applicable to the Lot; (b) is accessory, incidental and secondary to the use of the Housing Unit for residential purposes; and (c) is consistent with the residential character of the development and does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other residents as determined by the Board at its sole discretion. This section 8.15 shall not apply to any activity conducted by the Declarant during the Development Period. For purposes of this section rental of Housing Units shall not constitute commercial use.

8.16 Animals. No animals, except dogs, cats, caged birds, and other household pets will be permitted on Lots or common elements. No pet shall be allowed to create a disturbance for other Owners in the Plat. No pet may be kept if it is a source of annoyance or a nuisance. The Association shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive.

8.17 Exposed Mechanical Equipment. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns. No radio or television antenna, or transmitting tower shall be permitted without approval of the ACC and a showing by the Owner that such installation will be visually shielded from view of persons traveling on streets within West Village Phase 1. Roof mounted solar panels that are in plane with the roof slope are deemed to be aesthetically concealed from view.

8.18 Vehicle Parking and Storage. No vehicle may be parked on any Lot or common element except on designated and approved driveways or parking areas. No storage (greater than 48 hours) of cars, boats, trailers, trucks, campers, recreational vehicles or vehicles (collectively "Vehicle") shall be permitted on any Lot or common element in open view from any right of way or other Lot, except parking of up to a combination of two (2) automobiles and regular sized pick up trucks owned or used by the Lot Owner on the designated driveway areas adjacent to the garages on the Lot. No Vehicle in an extreme state of disrepair shall be parked on the designated driveway areas adjacent to the garages on the Lot or common element, or parked on a street within the Plat for more than 48 hours. A Vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the ACC, its presence offends the reasonable sensibilities of the residents of the neighborhood. Upon 48 hours notice to the owner of an improperly parked or stored Vehicle, the Association shall have authority to have the Vehicle removed at the owner's expense.

8.19 Lights. Exterior lighting shall be (1) architecturally integrated with the character of the associated structures, site design and landscape; (2) directed downward and shielded, or specifically directed to walls, landscape elements or other similar features, so that light is confined within the boundaries of the subject Lot or parcel; (3) installed so that lights do not blink, flash or be of unusually high intensity or brightness; and (4) appropriate in height, intensity and scale to the uses and the site they are serving. Temporary holiday lighting is exempt from the provisions of this section.

8.20 Maintenance of Lots and Parcels--Remedies for Failure to Maintain. The maintenance, upkeep, and repair of individual Lots, Parcels, and common elements shall be the sole responsibility of the Owners thereof, and in no way shall it be the responsibility of the Association, its agents, subagents, officers, or directors. Owners shall maintain their Lots, Parcels, Housing Units, common elements, and appurtenances thereto, in good order, condition, and repair, and in a clean, sightly, and sanitary condition at all times. After clearing of vegetation for construction of a Housing Unit in a Lot, the Lot Owner shall remove all debris from the clearing operation off site within twenty (20) days. During construction of a Housing Unit the Lot Owner shall pickup and dispose of scrap material and other debris on the site at least weekly. If any Lot or Parcel Owner shall fail to maintain his Lot, Parcel, Housing Unit or appurtenances thereto, and/or landscaping in the same condition as a reasonably prudent homeowner/landowner, or to the standards set forth in this Declaration, the Association shall notify the Lot or Parcel Owner in writing of the maintenance required. If the maintenance is not performed within thirty (30) days of the date notice is delivered, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing Lot or Parcel Owner and the Lot or Parcel for the cost of providing the

maintenance. Including attorneys fees. The assessment shall constitute a lien against the Lot or Parcel owned by the non-performing Owner and may be collected and foreclosed in the same manner as any other delinquent monthly or special assessment. The Association shall have all remedies for collection as provided in this Declaration. In the event that emergency repairs are needed to correct a condition on a Lot or Parcel which poses a substantial risk of injury or significant property damage to others, the Association may immediately perform such repairs as may be necessary after the Association has attempted to give notice to the Owner of the repairs necessary. Such notice in emergency circumstances shall be sufficient if attempted orally or in writing immediately prior to the Association's undertaking the necessary repairs. Emergency repairs performed by the Association, if not paid for by the Lot or Parcel Owner, may be collected by the Association in the manner provided for herein notwithstanding the failure of the Association to give the Lot or Parcel Owner the thirty (30) day notice.

8.21 Garbage. No garbage, refuse, or rubbish shall be deposited or left in West Village Phase 1, unless placed in a suitable covered container. Garbage containers shall not be permitted to remain in public view except the evening before and the day of garbage collection. No incinerator shall be kept or maintained, and no burning of any garbage, refuse, or rubbish of any kind shall be permitted.

8.22 Nuisances Prohibited. No noxious or offensive trade or activity shall be conducted in any portion of West Village Phase 1, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, Benton County, or any other applicable governmental entity. No Lot or Parcel shall be used in a fashion which unreasonable interferes with any other Owner's right to use and enjoy the other Owners' Lots and nothing shall be done or maintained on any portion of West Village Phase 1 which may be or become an annoyance or nuisance to the neighborhood or other Owners or detract from the value of the West Village Phase 1 community. The Board shall make the final determination of any violations of this section.

8.23 Drainage. The Owner of any Lot shall not take any action which would interfere with surface water drainage across that Lot either through natural drainage or by drainage easements. Any change of drainage, either through natural drainage areas or through drainage easements must be in accordance with all applicable state and local regulations. All drainage improvements must be completed prior to occupancy in accordance all applicable state and local regulations.

8.24 No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon the Real Property which may damage or interfere with any easement or the installation or maintenance of utilities without prior ACC approval.

8.25 Easements for Enforcement Purposes. Owners hereby grant to the Association an express easement for the purpose of going upon the Lots of Owners for the purpose of removing vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

8.26 Auto Repair. No auto repair, including occasional casual repairs and maintenance

activities such as tune-ups or oil changes, shall be permitted except within enclosed garages which are kept closed.

8.27 Damage Repair. All Owners agree to repair immediately any damage to any utilities adjacent to their Lot, in the event any of the utilities are cracked, broken, or otherwise damaged as a result of dwelling construction activities, or other activities by Owner, by persons acting for Owner, or by persons in or around the property at the request or with the consent of the Owner.

8.28 Entry for Inspection. Any agent or member of the Declarant or any member of the ACC may at any reasonable predetermined hour upon 24 hours notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be guilty of trespass for such entry or inspection. There is created an easement over, under, and across, residential lots for the purpose of making and carrying out such inspections.

8.29 Contractor. Without prior approval of the ACC, no Housing Unit or other structure requiring a building permit shall be constructed on any Lot or Parcel other than by a contractor licensed as a general contractor under the laws of the State of Washington.

8.30 Owner's Responsibility for Tenants and Invitees. In the event an Owner rents or leases the Owner's Lot or Parcel, a copy of the Declaration, as well as any Rules and Regulations that may be adopted by the Association shall be made available by the Owner to the tenant prior to commencement of the tenancy. Each Owner shall also be responsible for informing guests and invitees of the provisions of the Declaration and the Rules and Regulations. Each Owner personally, and the Owner's Lot or Parcel shall be liable for any damages to any Common Area or any area which the Association has maintenance responsibility, caused by the Owner's tenant, agent, contractor, or other licensee or invitee of the Owner. Any such damages shall be treated as a special assessment of the Owner and may be collected by the Association in the manner described in the Declaration for collection of assessments.

8.31 Subdivision or Combination. During the Development Period, no Lot shall be divided or combined without the prior written consent of the Declarant, which may be withheld at the Declarant's sole discretion. After expiration of the Development Period, no Lot shall be divided or combined unless the Owners having sixty-seven percent (67%) or more of the total outstanding votes in the Association vote for such division or combination. Upon combination, the resulting Lot shall be considered one Lot for subsequent assessment and voting purposes. Upon division the resulting Lots will each be considered a Lot for subsequent assessment and voting purposes.

8.32 Fiber Optic Requirement. All residential structures within West Village Phase 1 shall be constructed with the facilities and equipment necessary for fiber optic connectivity, in accordance with the Fiber Optic Specification Packet promulgated by the Master Association.

8.33 Gas. All residential structures within West Village Phase 1 shall be connected to a natural gas service line, and such service line must serve at least one appliance.

8.34 Enforcement of Articles 7 and 8—Association Lien. If a violation of Article 7 or Article 8 is not cured by the offending Lot or Parcel Owner within ten days of written notice by the Board, or such longer period as the Board deems reasonable ("Notice Period"), in addition to any other remedies, the Board may cause a lien to be recorded against the Owner's Lot or Parcel, for the benefit of the Association, for all costs, expenses, and attorneys fees (including preparation and recording of the lien) incurred by the Association to obtain compliance and cure of the violation, from the date of expiration of the Notice Period to the date compliance is obtained, whether such compliance is obtained by voluntary action, court order, or other proceeding. Such lien shall describe the specific violations and shall be foreclosable as a mortgage. Such costs, expenses and attorneys fees shall also be a personal obligation of the Owner who committed or is responsible for the violations. If the violation involves a condominium common element, the notices shall be sent to each condominium unit owner and the condominium association, the obligation shall be of each unit owner and the condominium association, and the lien shall be against all of the units and common elements of the condominium.

ARTICLE 9 EASEMENTS

9.1 Easements on Exterior Lot Lines. In addition to easements reserved on any Plat or shown by instrument of record, easements for utilities and drainage are reserved for the Declarant or its assigns, over a five-foot wide strip along each side of the interior Lot lines, except where attached buildings are allowed on the interior lot line, and seven feet over the rear and front of each Lot, and over, under, and on the Common Areas, provided that if the rear or front setback lines are less than seven feet, then the easement shall be to the setback line. Within all of the easements, no structure, planting or fill material shall be placed or permitted to remain which may, in the opinion of the Board or ACC, damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels and the easements. The easement area of each Lot and all improvements within it shall be maintained continuously by the Owner of such Lot, except those improvements for which a public authority, utility company or the Association is responsible.

9.2 Association's Easement of Access. The Association, the ACC, and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes: (a) cleaning, maintenance, or repair of any home or Lot as provided in this Declaration; (b) repair, replacement or improvement of any Common Area accessible from that Lot; (c) maintenance, repair or replacement of any street lighting on or accessible from that Lot; (d) emergency repairs necessary to prevent damage to the Common Areas or to another Lot, or to the improvements thereon; (e) cleaning, maintenance, repair or restoration work which the Owner is required to do but has failed or refused to do; and (f) all acts necessary to enforce these Covenants.

9.3 Easement for Declarant. Declarant shall have an easement across all Common Areas for ingress, egress, storage and placement of equipment and materials, and other actions necessary or related to the development or maintenance of the Real Property.

ARTICLE 10 COMMON AREAS

10.1 Conveyance of Common Areas. The Declarant, by recording this Declaration, conveys complete authority and control over the Common Areas to the Association.

10.2 Use and Enjoyment of Common Areas. All Common Areas shall be subject to an easement of common use and enjoyment in favor of the Association and every Lot Owner, their heirs, successors, and assigns, subject to and in accordance with the terms and conditions of the particular Plat and the Governing Documents. A Lot Owner's interest in the Common Areas shall be appurtenant to and shall not be separated from ownership of the Owner's Lot and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot, and then only to the transferee of such title and shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title. Parcel Owners shall have no right, title, or interest to or in the Common Areas.

10.3 Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition in accordance with applicable regulations and any conditions on the Plat or any applicable easement, and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action to promote the recreation, health,

safety, and welfare of the Lot Owners. The Association shall take any action necessary or appropriate for the maintenance and upkeep of the Common Areas and improvements thereon. No trash, construction debris or waste, plant or grass clippings or other debris of any kind, nor any hazardous waste (as defined in federal, state or local law regulation) shall be dumped, deposited or placed on any Common Area.

10.4 Transfer of Common Area to Government Entity. Each Lot Owner hereby grants to the Association an irrevocable right to transfer, dedicate, or convey any portion of the Common Area to any state, county, municipal, or other government entity. Provided, tracts intended for public use may be dedicated to a government entity only if such conveyance is for public use and the government entity assumes all responsibility for the operation and maintenance of such tract.

ARTICLE 11 INSURANCE; CONDEMNATION; INDEMNIFICATION

11.1 Insurance Coverage. The Association may obtain and maintain at all times as a common expense a policy or policies written by companies licensed to do business in Washington which may include:

11.1.1 Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas. The Association shall be named as the insured as trustee for the benefit of the Owners and mortgagees as their interests appear. The Association may obtain such other fire and casualty insurance as it may determine will give substantially equal or greater protection to the Owners and their mortgagees, as their interests may appear.

11.1.2 General comprehensive liability insurance, in an amount to be determined by the Association, insuring the Association, the Owners, the Declarant during the Development Period, and any managing agent, against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

11.1.3 Worker's compensation insurance to the extent required by applicable laws. 11.1.4 Such other insurance as the Association deems advisable.

11.2 Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such event. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners and the Association shall segregate such proceeds from other funds of the Association.

11.3 Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom shall be payable to the Association.

11.4 Indemnification. To the full extent permitted by law, the Association shall indemnify and defend any individual who was or is a party or is threatened to be made a party to any civil, criminal, administrative, or investigative action, suit, or proceeding (whether brought by or in the right of the Association or otherwise) by reason that he was a director or officer of the Association, against attorney fees, costs, expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding. Except the Association shall not indemnify and defend any individual who is alleged to have committed an intentional tort or a crime requiring mental intent greater than negligence, or who acted fraudulently or in bad faith in committing the act or omission which gave rise to the civil, criminal, administrative, or investigative action, suit, or proceeding at issue. The Board may, at any time, approve indemnification of any other individual who the Association has the power to indemnify under the law. The indemnification provided by this Section 11.4 shall not be deemed exclusive of any other rights to which an individual may be entitled as a matter of law or contract.

11.5 Insurance Coverage for Adjoining Structures. The Owner of any structure that adjoins a structure on another owner's Lot shall obtain and maintain at all times a policy or policies of insurance written by companies licensed to do business in Washington against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the structure.

ARTICLE 12 ENFORCEMENT

12.1 Right to Enforce. The Association, Declarant, the Master Association, and any Owner, shall have the right to enforce, by any appropriate proceeding at law or in equity, all provisions of this Declaration. Failure or forbearance by any individual or entity entitled to enforce the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

12.2 Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of any of the provisions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

12.3 Covenants Running with the Land. The covenants, conditions, restrictions, liens,

easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all individuals and entities purchasing, leasing, subleasing or otherwise occupying any portion of West Village Phase 1, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all provisions of this Declaration are binding upon all successors in interest despite the absence of a reference to this Declaration in any instrument of conveyance, lease, or sublease.

ARTICLE 13 AMENDMENT

13.1 Amendments by Declarant or Association. Declarant acting alone may amend this Declaration at any time during the Development Period on Declarant's sole signature, subject to the approval of the Master Board, which approval shall not be unreasonably withheld. All Owners agree to be bound by such amendment or amendments as made by the Declarant pursuant to this provision, and hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record such amendments. This Declaration may also be amended at any time by the Association if Owners having sixty-seven percent (67%) or more of the total outstanding votes in the Association vote for such amendment subject to the approval of the Master Board, which approval shall not be unreasonably withheld, provided that during the Development Period, no such amendment shall be valid without also obtaining prior written consent of the Declarant.

13.2 Effective Date. Amendments shall take effect only upon recording with the Benton County Auditor.

ARTICLE 14 GENERAL PROVISIONS

14.1 Term. This Declaration shall be effective for an initial term of twenty (20) years, and shall continue thereafter by automatic extension, for successive periods of ten (10) years each, unless terminated at the expiration of the initial term or any succeeding ten (10) year term by a termination agreement executed by the then Owners of not less than seventy-five percent (75%) of the Lots and Parcels then subject to this Declaration.

14.2 Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, regular and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot or Parcel, or personal property located on or in his Lot or Parcel. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas.

14.3 Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

14.4 Attorney Fees. In the event of a suit or action, or any appeal thereof, to enforce any provision of this Declaration or to collect any Debts due hereunder or to enforce any lien, the non-

prevailing party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney fees that the prevailing party incurred in connection with such suit or action, or any appeal thereof.

14.5 No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot, may avoid or diminish the burdens or obligations imposed by this Declaration.

14.6 Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content, or intent of this Declaration or any part of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes any legal entity when the context so requires. The single number includes the plural whenever the context so requires.

14.7 Severability. Invalidity of any portion of the Governing Documents by judgment, court order, or arbitration award shall in no way affect any other portion of the Governing Documents.

14.8 Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing. Notices may be mailed first-class postage prepaid, and if so mailed, such Notices shall be deemed delivered on the date of mailing. Notices may also be hand-delivered. Notices which are mailed shall be addressed to the last known address of the addressee. Notice to any Owner may be delivered at any Lot or Parcel owned by such Owner; provided, however, that an Owner may from time to time by Notice delivered to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Lot or Parcel, Notice to any one such Owner shall be sufficient. The address of the Association shall be provided in the Association's Bylaws. If the address of the Association is changed, Notice shall be given to all Owners within 14 days of such change.

14.9 Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

14.10 Conflict of Governing Documents. Any conflict between or among the Declaration, the Articles, Bylaws, or Rules and Regulations, shall be resolved in the following order of precedence: (1) Declaration; (2) Articles; (3) Bylaws; (4) Rules and Regulations.

IN WITNESS WHEREOF the undersigned has executed this Declaration of Covenants, Conditions, Restrictions, and Easements for West Village Phase 1 on:
September 25, 2017

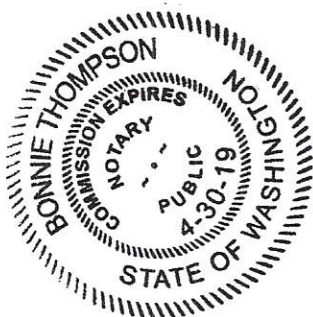
BADGER DEVELOPERS, LLC,
a Washington limited liability company

By: *Geoffrey T. Clark*
Geoffrey T. Clark
Managing Member Declarant

STATE OF WASHINGTON)
) SS.
County of Pierce)

I certify that I know or have satisfactory evidence that Geoffrey T. Clark is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the managing member of Badger Developers, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9/25/2017



Bonnie Thompson
NOTARY PUBLIC
Print Name Bonnie Thompson
My appointment expires: 4-30-2019

EXHIBIT "A"
WEST VILLAGE PHASE 1
Legal Description

THAT PORTION OF REVISED PARCEL 1 AS SHOWN ON RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FEE NO. 2014-014937, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTH 89°06'11" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 1934.38 FEET; THENCE LEAVING SAID LINE NORTH 00°53'49" WEST A DISTANCE OF 2872.65 FEET TO THE TRUE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2932.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 83°52'39" WEST A DISTANCE OF 480.99 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°24'35" A DISTANCE OF 481.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2325.00 AND FROM WHICH THE CHORD BEARS SOUTH 05°03'49" EAST A DISTANCE OF 331.12 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°10'00" A DISTANCE OF 331.40 FEET; THENCE SOUTH 80°51'11" WEST A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2381.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 16°06'19" EAST A DISTANCE OF 576.91 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°55'01" A DISTANCE OF 578.34 FEET; THENCE SOUTH 66°56'10" WEST A DISTANCE OF 166.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2547.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 22°55'10" WEST A DISTANCE OF 12.83 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°17'19" A DISTANCE OF 12.83 FEET; THENCE SOUTH 67°00'55" WEST A DISTANCE OF 394.00 FEET; THENCE SOUTH 60°03'45" WEST A DISTANCE OF 85.25 FEET; THENCE SOUTH 43°58'55" WEST A DISTANCE OF 84.69 FEET; THENCE SOUTH 28°58'43" WEST A DISTANCE OF 85.92 FEET; THENCE SOUTH 12°02'14" WEST A DISTANCE OF 87.31 FEET; THENCE SOUTH 00°09'18" WEST A DISTANCE OF 7.55 FEET; THENCE NORTH 87°58'22" WEST A DISTANCE OF 128.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 422.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 00°41'12" EAST A DISTANCE OF 39.96 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°25'41" A DISTANCE OF 39.98 FEET; THENCE SOUTH 86°35'33" WEST A DISTANCE OF 56.00 FEET; THENCE SOUTH 87°24'22" WEST A DISTANCE OF 1164.67 FEET TO THE EASTERLY MARGIN OF DALLAS ROAD, THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 560.00 FEET, AND FROM WHICH THE CHORD BEARS NORTH 35°29'29" WEST A DISTANCE OF 249.79 FEET;

THENCE NORTHWESTERLY ALONG SAID MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°46'24" A DISTANCE OF 251.90 FEET; THENCE NORTH 11°43'12" WEST A DISTANCE OF 52.99 FEET; THENCE NORTH 38°13'27" EAST A DISTANCE OF 190.91 FEET; THENCE NORTH 67°38'17" WEST A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1000.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 14°06'55" EAST A DISTANCE OF 286.86 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°29'34" A DISTANCE OF 287.86 FEET; THENCE NORTH 05°52'08" EAST A DISTANCE OF 51.84 FEET; THENCE NORTH 32°47'27" WEST A DISTANCE OF 64.03 FEET; THENCE NORTH 05°52'08" EAST A DISTANCE OF 150.00 FEET; THENCE NORTH 00°33'59" WEST A DISTANCE OF 44.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2055.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 01°41'44" EAST A DISTANCE OF 299.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°20'48" A DISTANCE OF 299.36 FEET; THENCE LEAVING SAID EASTERLY MARGIN NORTH 89°13'51" EAST A DISTANCE OF 382.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°20'23" A DISTANCE OF 264.76 FEET; THENCE NORTH 58°53'27" EAST A DISTANCE OF 225.75 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°43'38" A DISTANCE OF 337.96 FEET; THENCE SOUTH 82°22'55" EAST A DISTANCE OF 169.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°28'31" A DISTANCE OF 73.96 FEET; THENCE NORTH 89°08'34" EAST A DISTANCE OF 411.64 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3000.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'05" A DISTANCE OF 611.81 FEET; THENCE SOUTH 10°49'39" WEST A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING.