

AFTER RECORDING RETURN TO:

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Badger Developers, LLC
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Gig Harbor, WA 98335

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**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS FOR WEST VILLAGE, PHASE 2 AND ANNEXATION OF
ADDITIONAL REAL PROPERTY**

GRANTORS: BADGER DEVELOPERS, LLC, a Washington limited liability company
GRANTEE: The Public; West Village Phase 2

LEGAL DESCRIPTION: Phase 2, as recorded under Auditor's Plat of West Village, File No. 2018-002179. Records of Benton County, Washington.

Phase 3, as recorded under Auditor's File No. 2019-026381, records of Benton County, Washington.

ABBREVIATED LEGAL: Phase 2: Lots 1-8, Lots 52-57, Lots 83-142
Portions of the NW1/4, the NE1/4, the SE1/4 and the SW1/4 of Section 32, Township 09 North, Range 28 East of the W.M. City of Richland, Benton County, Washington.

Phase 3: Lots 1-68
Portions of the NW1/4, the NE1/4, the SE1/4 and the SW1/4 of Section 32, Township 09 North, Range 28 East of the W.M. City of Richland, Benton County, Washington.

Phase 4: Lots 1-67
Portions of the NW1/4, the NE1/4, the SE1/4 and the SW1/4 of Section 32, Township 09 North, Range 28 East of the W.M. City of Richland, Benton County, Washington.

Phase 5: Lots 1-115
Portions of the NW1/4, the NE1/4, the SE1/4 and the SW1/4 of Section 32, Township 09 North, Range 28 East of the W.M. City of Richland, Benton County, Washington

Reference Documents: Auditor's File No. 2018-005349

THIS FOURTH AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of West Village, Phase 2 ("Amendment") is made this 21st day of January, 2021 by BADGER DEVELOPERS, LLC a Washington limited liability company, (hereinafter referred to as "Declarant") for WEST VILLAGE PHASE 2

RECITALS:

WHEREAS, on February 26, 2018, the Declaration of Covenants, Conditions, Restrictions and Easements of West Village Phase 1 was executed by Badger Developers, LLC, as the Declarant, which Declaration was recorded under Benton County Auditor's File No. 2018-005349; and

WHEREAS, pursuant to Section 13.1 of the Declaration, the Declarant has the option to amend the Declaration on behalf of all Lot Owners, as follows:

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.

and;

WHEREAS, pursuant to Section 1.13 of the Declaration, the Development Period is defined as:

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.

and;

WHEREAS, the Development Period is currently ongoing;

and;

WHEREAS, pursuant to Section 1.29 of the Declaration, the "Real Property" and "West Village Phase 2" is defined as:

1.29 "Real Property" and "West Village Phase 2" 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.

WHEREAS, on September 5, 2019, the plat for Phase 3 was recorded with the Benton County Auditor under Auditor's File No. 2019-026381 with the intention that Phase 3 be annexed directly into Phase 2 as provided by the Second Amendment to the Declaration of Covenants, Conditions, Restrictions, Easements for West Village, Phase 2 and Annexation of Real Property, recorded under Benton County Auditor's File No. 2019-026673. The legal description for the annexed property was inadvertently omitted from Benton County Auditor's File No. 2019-026673 and is corrected here along with the additional annexation of Phase 4; and Third Amendment to the Declaration of Covenants, Conditions, Restrictions, Easements for West Village, Phase 2 and Annexation of Real Property was recorded under Benton County Auditor's File No. 2019-036444;

NOW WHEREFORE, the Declaration is hereby amended as follows:

Section 1.15 is hereby deleted in its entirety and is replaced by "'Housing Unit' shall mean a single family dwelling, or duplex as permitted on only Phase 3 Lots 5, 12, 41, 46 and 56; Phase 4 Lots 17 and 24; and Phase 5 Lots 11, 35, 56;

Section 7.12 shall be deleted in its entirety and is replaced by the following:


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. The initial application fee for submission of plans and specifications is \$277.00 which must be paid at the time the application is submitted. The first submission's application fee may be collected by the ACC at the closing of the lot. Subsequent application fees shall be paid upon the submission of a new application.

Section 8.11.1 is hereby amended to include the following sentence: "White vinyl fences may be approved at the sole discretion of the ACC."

Pursuant to Section 1.29 and Section 13.1, Declarant further annexes and add the following property legally described in **Exhibit A** to the Real Property subject to the Declaration:

IN WITNESS WHEREOF the undersigned has executed this Fourth Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for West Village Phase 2 on: 1-22, 2021

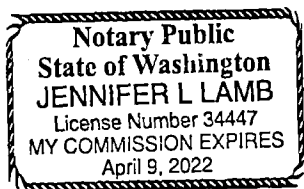
BADGER DEVELOPERS, LLC,
a Washington limited liability company

By: 
Geoffrey T. Clark
Managing Member Declarant

STATE OF WASHINGTON)
County of Benton) SS.

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: 1/25/2021



JL
NOTARY PUBLIC
Print Name JENNIFER L LAMB Jennifer Lamb

My appointment expires: 4.9.2022

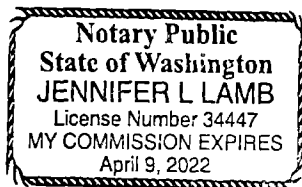
NOR AM INVESTMENT, LLC,
a Washington limited liability company

By: [Signature]
GEOFFREY T. CLARK
President/Chief Operating Officer

STATE OF WASHINGTON)
County of Benton) SS.

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 President and Chief Operating Officer of Nor Am Investment, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/25/2021



JL
NOTARY PUBLIC
Print Name JENNIFER L LAMB Jennifer Lamb
My appointment expires: 4.9.2022