



Return Address

Name Miller, Mertens & Comfort PLLC

Address 1020 N Center Pkwy Ste B

City, State, Zip Kennewick WA 99336-7161

Document Title(s) (or transactions contained therein):

1. **Declaration of Covenants, Conditions, Easements and Restrictions for Goose Ridge Estates at Badger Mountain South**
- 2.
- 3.

Reference Number(s) of Document(s) assigned or released:
(on page _____ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. **Monson Development Washington, LLC**
- 2.
- 3.

Grantee(s) (Last name first, then first name and initials)

1. **Monson Development Washington, LLC**
- 2.
- 3.

Abbreviated Legal Description: PTN S32 T9N R28E WM and revised Parcels 1 and 2 of City or Richland BLA recorded in Book 1 of Surveys, Page 4503, Auditor's File #2014-014937, Benton County, WA and as further described on Exhibit A to Declarations of Covenants being recorded hereby

Assessor's Property Tax Parcel/Account Number(s): 132983000003005 & 132983000003008

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND
RESTRICTIONS FOR GOOSE RIDGE ESTATES AT BADGER MOUNTAIN
SOUTH**

THIS DECLARATION is made on the 11 day of September, 2020, by **MONSON DEVELOPMENT WASHINGTON, LLC**, a Washington limited liability company, owner of the real property herein described.

RECITALS

A. Real Property Conveyed by Declaration. Declarant is the owner of real property in Benton County, Washington, commonly known as Goose Ridge Estates at Badger Mountain South, a plat community, (the "Property"), which Property is hereby declared to be subject to the following covenants, conditions, easements, and restrictions. As is more particularly described in this Declaration, the Property shall be developed in two phases containing a total of one hundred six (106) Lots. The first phase is depicted on the Plat thereof to be recorded with Benton County, and are legally described as set forth in as Exhibit A, attached hereto and incorporated herein by this reference. A separate plat shall be recorded for the third phase of development, which is legally described in Exhibit B, attached hereto and incorporated by reference herein.

B. Property Subject to Geothermal Requirements. The Property is subject to certain covenants and easements for the installation, operation, maintenance, and provision of geothermal utility services as set forth in the Declaration of Covenants and Easements for Geothermal Services, recorded under Auditor's File No. 2015-030329, records of Benton County, State of Washington. Under Section 11 of said Declaration, the Owner of any Lot subject to the covenants and easements for geothermal utility services may elect to opt out of the use of geothermal energy by completing and delivering an application for release. The form Application for Release of Covenant and Easements (Geothermal Services) is attached hereto as Exhibit C.

C. Purpose. The purpose of this Declaration is to set forth the basic covenants, conditions, easements, and restrictions (collectively "Restrictions") that apply to the real property now or hereafter covered by this Declaration. These Restrictions are for the purpose of preserving and enhancing the value, desirability, and attractiveness of said real property, ensuring a well-integrated, high-quality development, and guaranteeing adequate maintenance of any Common Areas and improvements in a cost effective and administratively efficient manner. Declarant desires and intends that the owners, mortgagees, beneficiaries, trustees under trust deeds, occupants, and all persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to the provisions set forth in this Declaration.

D. **Governing Law.** The Property is subject to the Washington Uniform Common Interest Ownership Act as set forth in RCW 64.90.

ARTICLE 1. DEFINITIONS

1.1 **"ACC"** shall mean the Association's Architectural Control Committee.

1.2 **"Accessory Building"** shall mean an additional building structure located above a detached or semi-detached garage, or a Casita-style dwelling unit located next to the principal residence.

1.3 **"Articles"** shall mean the Association's Articles of Incorporation.

1.4 **"Association"** shall mean the Goose Ridge Estates at Badger Mountain South Homeowners Association, its successor or assigns, which will be a non-profit association established under the laws of the State of Washington, as more fully described in Article 7 of this Declaration.

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 a House thereon for resale.

1.8 **"Bylaws"** shall mean the Bylaws of the Association.

1.9 **"Common Areas"** shall mean any and all property owned by the Association for the common use and enjoyment of all the Owners.

1.10 **"Construction"** shall mean any construction, reconstruction, erection, or alteration of a House, Accessory Building, or Structure, except wholly interior alterations to a then-existing House and Accessory Building. Construction shall include landscaping.

1.11 **"Declaration"** shall mean this Declaration of Covenants, Conditions, Easements, and Restrictions for Goose Ridge Estates at Badger Mountain South, as it may from time to time be amended.

1.12 **"Declarant"** shall mean Monson Development Washington, 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 **“House(s)”** shall mean a single-family residential building and any associated Accessory Buildings.

1.14 **“Governing Documents”** shall mean this Declaration, the Articles, 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, the ACC, or the Owners.

1.15 **“Lot”** shall mean any legally platted plot of land shown upon the recorded Plat map of the Property, excluding the Common Areas.

1.16 **“LUDR”** shall mean Exhibit C to the document dated December 7, 2010, that is entitled “Master Agreement” between the City of Richland and Nor Am Investment, LLC regarding the master planned community known as Badger Mountain South, and any amendments thereto.

1.17 **“Master Association”** shall mean the Badger Mountain South Community Association, a Washington nonprofit corporation.

1.18 **“Master Board”** shall mean the Board of Directors of the Master Association.

1.19 **“Master Declaration”** shall mean the Second Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Badger Mountain South, a Master Planned Community, as recorded under Auditor’s File Number 2020-004770, and any further amendments thereto as may be recorded from time to time.

1.20 **“Master Governing Documents”** shall mean the Master Declaration, the LUDR, the Articles and Bylaws of the Master Association, including any amendments to the foregoing, as well as any such other documents as are lawfully adopted by the Master Board or the Master Association members.

1.21 **“Member”** shall mean every person or entity that holds membership in the Association.

1.22 **“Mortgage”** shall mean any recorded mortgage or deed of trust encumbering one or more Lots. **“First Mortgage/Mortgagee”** shall mean, respectively, (a) a recorded mortgage on a Lot that has legal priority over all other Mortgages thereon, and (b) the holder of a First Mortgage.

1.23 **“Owner”** shall mean the record owner, whether one or more Persons, of a fee interest in a Lot, but excluding mortgagees or other individuals or entities having an interest in any Lot merely as security for the performance of an obligation.

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

1.25 **"Plans"** shall mean the detailed construction plans, site plan, specifications, and diagrams prepared for the construction of a House, Accessory Building, and any Structure on a Lot.

1.26 **"Plat"** shall mean the final plat of Goose Ridge Estates at Badger Mountain South, and any subsequent final plat phases of Goose Ridge Estate at Badger Mountain South as may be recorded platting any portion of the Property.

1.27 **"Property"** shall mean the real property depicted in Exhibit A and Exhibit B, and any additions thereto as may hereafter be subjected to the terms of the Declaration and all improvements and structures now or hereafter placed on the thereon.

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

1.29 **"Special Declarant Rights"** shall mean the rights and powers reserved by the Declarant under Section 3.1.

1.30 **"Structure(s)"** shall mean any fence, wall, driveway, walkway, patio, garage, storage shed, mailboxes, swimming pool, rockery, or the like.

1.31 **"Transition Date"** shall mean the earlier of the following: (i) 60 days after the date on which Declarant no longer owns any of the Property, or (ii) the date on which Declarant elects to permanently relinquish all Special Declarant Rights by written notice to all Owners.

ARTICLE 2. MASTER DECLARATION

2.1 Binding Master Declaration. The Declarant hereby covenants, agrees, and declares that all the Property and Houses, Accessory Buildings, and Structures constructed thereon shall 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 Property and all persons (including their respective heirs, successors, and assigns) owning, purchasing, leasing, subleasing, or occupying any Lot.

2.2 Controlling Declaration. This Declaration shall be consistent with and supplemental to the Master Declaration, and the Declaration shall be interpreted to effectuate that intent. In case of any conflict between this 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 are more restrictive than in the Master Governing Documents, the more restrictive standard, condition, or restriction shall control.

ARTICLE 3. DECLARANT CONTROL

3.1 Special Declarant Rights. Notwithstanding anything in this Declaration or the Governing Documents, and except as provided in Section 3.2 below, Declarant reserves onto itself and to its managing agent the right, but not the obligation, to exercise any or all of the following rights and powers, collectively referred to as the "Special Declarant Rights", at any time from time to time until the Transition Date without the consent of the Board or Members:

- a. Any and all rights and powers otherwise permitted by the Association (or the Board acting on behalf of or for the Association) under this Declaration;
- b. The right to exercise any development right, which shall mean the right to annex additional real property to the Property, the right to create Common Areas within the Property, the right to subdivide or combine Lots, the right to convert Lots into Common Areas, and the right to withdraw real estate from the Property;
- c. The right to appoint or remove any member of the Board;
- d. The right to approve or disapprove the exercise of the Association (or by the Board on behalf of or for the Association) of any right or power under this Declaration;
- e. The right to control all construction standards, design review, and processes of the ACC;
- f. The right to attend Member meetings, and except for executive sessions, Board meetings; and
- g. The right to access the books and records of the Association.

3.2 Declarant Control Period. The Special Declarant Rights set forth in Section 3.1.c and Section 3.1.d shall not terminate on the Transition Date, but instead, shall be subject to a Declarant Control Period, which shall terminate upon the earliest of one of the following: (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners other than the Declarant; (ii) two (2) years after the last conveyance of a Lot, except to a Builder; or (iii) the day the Declarant, after giving written notice to all Owners, records an amendment to this Declaration voluntarily surrendering all rights to appoint and remove members of the Board.

3.3 Exercise of Declarant's Rights. Declarant, by reserving or exercising the Special Declarant Rights or any other rights under this Declaration, does not assume the primary authority of the Board to manage the affairs of the Association, nor does this Declaration impose

any obligation upon Declarant to exercise such rights on behalf of the Board or the Association. The reservation and exercise of rights by the Declarant is an exception to Declarant's grant of rights and power to the Association to administer, manage, and control the Property. Neither the exercise of nor the failure to exercise any Special Declarant Right or other rights available to Declarant shall be construed as a waiver or relinquishment of such right. No waiver of any such rights shall be deemed to have been made by Declarant unless expressed so in writing and signed by Declarant.

ARTICLE 4. COMMON AREAS AND EASEMENTS

4.1 Common Areas.

4.1.1 Conveyance to Association. Declarant, by recording this Declaration and the Plat, conveys the Common Areas to the Association, subject to existing easements and encumbrances on record.

4.1.2 Use of Common Areas. Each Owner shall have the right to use the Common Areas in common with all other Owners. The right to use the Common Areas shall be appurtenant to and pass with the ownership of each Lot and shall extend to Owner's agents, tenants, members of the household, invitees, and licensees. The right to use the Common Areas shall be governed by the provisions of this Declaration and the Governing Documents.

4.1.3 Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and manage all of the Common Areas so as to keep them in good repair and condition in accordance with applicable regulations and any applicable easement, and 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 any federal, state, or local law or regulation) shall be dumped, deposited or placed on the Common Areas.

4.1.4 Abandonment of Common Areas. The Common Areas may not be abandoned, partitioned, subdivided, encumbered, sold, or transferred by the Association, any Owner, or any third party, except with the prior approval of at least eighty percent (80%) of the Owners and compliance with any restrictions on the face of the Plat. The granting of easements for utilities or other purposes consistent with the intended use of the Common Areas by the Owners shall not be deemed a partition or division.

4.1.5 Alteration of Common Areas. Nothing shall be constructed on, altered, or removed from the Common Areas except upon the written consent of the Board.

4.2 Easements.

4.2.1 Easements for Utilities. Declarant hereby creates and reserves certain easements as shown on the face of the Plat, for the benefit of any power company, telephone company,

cable and television company, any water or sewer district, and any such other private utility and drainage uses as may be authorized by the Board for the installation, repair, replacement, maintenance, and operation of the utility services provided by such entities, together with the right to enter upon the easements and the private roads within the Plat for the purposes stated. In addition to the easements reserved on the Plat or shown by any 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, and seven feet over the rear and front of each Lot, and over, under, and on the Common Areas. Within all of the easements, no structure, landscaping, or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct the flow of water through the drainage channels. The easement area of each Lot and all improvements thereon shall be maintained by the Owner of such Lot, except those improvements for which a public authority, utility company, or Association is responsible.

4.2.2 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 Property.

4.2.3 Association's Easement of Access. The Association, and its agents shall have an easement for access to each Lot and to the exterior of any House or Accessory Building located thereon as may be reasonably necessary for the following purposes: (1) repair, replacement, or maintenance of any Common Area accessible from that Lot; (2) emergency repairs to prevent damage to the Common Areas or another Lot, or improvements thereon; (3) maintenance, repair, or replacement of any street light accessible from that Lot; and (4) any acts necessary to enforce the provisions of this Declaration.

ARTICLE 5. ARCHITECTURAL CONTROL

5.1 Appointment and Authority of the ACC. Prior to the Transition Date, the Declarant shall act as, and assume all powers and control of the ACC, or appoint one or more individuals to the ACC who need not be Owners. After the Transition Date, the Board shall serve as the ACC until members of the ACC are appointed. The Board shall appoint five members to the ACC. The ACC shall have the authority to review and approve all Construction on the Lot.

5.2 Approval by ACC. No Construction of any House, Accessory Building, or Structure shall be constructed or cause to be constructed on any Lot until such Plans have received written approval by the ACC. A majority vote of the members of the ACC shall be required for all ACC decisions. The ACC's approval of any Plans shall not constitute any warranty or representation by the ACC or any of its members that such Plans were assessed and approved for any engineering or structural integrity or compliance with applicable laws, regulations, codes, or ordinances. Each Owner hereby releases any and all claims against the ACC based upon the same.

5.3 Submission of Plans. The Owner shall submit to the ACC at the registered address of the Association two copies of the written application. The application shall contain the name and address of the Owner, identification of the Lot, and Plans for the proposed Construction, including the location of the House and Accessory Building, if any, on the Lot, the general design, the interior layout, the exterior finishes, and any other information necessary for the ACC's determination of whether the proposed Plans conform to the standards set forth in this Declaration, the LUDR, and the Master Governing Documents. The ACC shall provide written notice to the Owner within fifteen (15) days after receipt of the application as to whether the application is complete, or if any additional information is required. If said notice is not given within the fifteen (15) days, the application shall be deemed to be complete.

5.4 Time Limits. The ACC shall have thirty (30) days following the date on which the application is deemed complete to review and respond to the application. If the ACC fails to provide written notice to the Owner of its action within the thirty (30) days, the Owner may commence the Construction despite the lack of written approval by the ACC.

5.5 Non-Liability for Approval of Plans. The Plans submitted shall be reviewed and approved by the ACC only as to style, exterior design, color scheme, appearance, and location, and are not intended to serve as an approval for any engineering design or integrity, or for compliance with zoning and building ordinances, fire codes, or other applicable state, city, or municipal laws, rules, codes, or otherwise. By approving the Plans, the ACC, the Association, the Board, and the Declarant, and its employees, members, and agents, do not assume any liability or responsibility for any defect in any House, Accessory Building, or other structure constructed upon a Lot arising from such Plans, and further, shall not be liable to any Owner or other Person for any damage, expense, loss, or claim arising out of or related to: (i) the approval of disapproval of any Plans; or (ii) the construction or performance of any work, whether or not pursuant to the approved Plans. Approval by the ACC of the Plans or any changes thereto shall not be deemed to be a representation or warranty that said Plans or any approved changes comply with applicable government ordinances or regulations including, but not limited to, zoning ordinances, fire codes, and building codes.

5.6 Standards for Evaluating Submitted Plans. The ACC may adopt and amend, subject to Board approval, written standards to be applied in its review of proposed Plans in addition to those contained herein and, in the Master Governing Documents. In addition to the standards and guidelines described above, in evaluating proposed Plans, the ACC shall determine whether the location of the House, if any, on the Lot, exterior features, color scheme, building materials, height and landscaping comport with aesthetic characteristics with the other Houses in Goose Ridge Estates and Badger Mountain South so as to provide uniformity in the community, and other features which impact the desirability and suitability of the proposed House. The ACC shall withhold approval for any Plans that fail to comply with the standards and guidelines set forth in this Declaration, the LUDR, and the Master Governing Documents,

or that negatively impact the surrounding Lots and Common Areas. If approval is withheld, the ACC shall set forth in writing the detailed reasons for such disapproval.

5.7 Master Association Approval. In addition to the ACC review and approval, the Owner shall obtain all approvals required by the Master Governing Documents before commencing any Construction on any Lot.

5.8 No Waiver. The ACC's approval of any Plans shall not constitute a waiver of the right to withhold approval for any Plans submitted for approval.

5.9 Variations. The ACC shall have the authority to approve the Plans that do not conform to the standards set forth in this Declaration in order to overcome practical issues, or to prevent undue hardship from being imposed on an Owner as a result of complying with these guidelines. Unless expressly authorized by the Master Association, the ACC shall not have the authority to approve the Plans that do not conform to the standards set forth in the Master Governing Documents.

5.10 Dispute Resolution. After the Development Period, the Board shall serve as an appellate panel for the purpose of reviewing decisions of the ACC upon the request of the party disputing such decision. The Board shall establish procedures by which decisions of the ACC may be appealed to the Board.

5.11 Failure to Obtain Approval. If any Owner fails to obtain ACC approval for any Construction requiring ACC review and approval, such activity shall be deemed a violation of this Declaration. Upon written notice from the ACC or the Board, the Owner shall remove any Structure or cease such Construction to comply with this Declaration and the guidelines set forth by the ACC. If the Owner fails to comply within twenty (20) days of receiving written notice, the Association may record a notice of violation against the Lot. All costs, expenses, and attorney fees incurred by the Association in obtaining compliance shall constitute a lien against the offending Lot and a personal obligation of the Owner, which may be collected and foreclosed in the same manner as any other delinquent general or special assessment.

ARTICLE 6. CONSTRUCTION STANDARDS AND USE RESTRICTIONS

6.1 Construction Standards. Unless otherwise provided by the Board in writing, the following minimum design and construction standards shall apply to all Lots on the Property. Compliance with these standards does not guarantee approval by the ACC of any proposed Plan.

6.2 Building Type. No structure of any kind shall be erected or permitted to be maintained on any Lot other than a House and any Accessory Building, which has been approved in accordance with this Declaration and consistent with the standards set forth under the LUDR. All Houses and any Accessory Buildings shall be of a "site-built" variety. Mobile

and manufactured homes, and modular homes are specifically not permitted. The Plans for any House and Accessory Building shall provide for either a single-level or multi-level construction design, subject to the following restrictions:

6.2.1 Lot 29. A multi-level House and Accessory Building may be constructed on **Lot 29**, subject to the review and approval by the ACC.

6.2.2 Lots 30 through 41. The Houses and Accessory Buildings constructed on **Lots 30 through 41** shall be limited only to single-level home designs.

6.3 Building Setbacks. Setbacks shall not 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 House.

6.4 Architectural Styles. The architecture of all Houses shall conform to one of the following five styles: (1) Southwest; (2) Victorian; (3) Craftsman; (4) American Foursquare; or (5) Other. The ACC shall set forth standards and guidelines for each style.

6.5 Massing & Scale.

6.5.1 Houses exceeding fifty (50) feet in length shall provide relief to perceived building mass by employing at least two of the following techniques on street-facing and other prominent visible facades:

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

b. All Houses shall be constructed with a hipped-roof form.

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.

6.5.2 Blank walls are prohibited when they include a surface area of at least four hundred (400) square feet, 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.

6.6 Materials & Finishes. Architectural materials and assemblies shall be combined in a manner that assures longevity and sustainability and should be coordinated to establish consistency with the chosen architectural style.

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

6.6.2 Synthetic Materials. The use of synthetic materials that mimic another material is prohibited unless they: (i) have a permanence of color, texture, and character that is acceptable for their proposed application; (ii) demonstrate ability to age similar or better than the natural material they imitate; or (iii) can be pressure-washed and withstand anti-graffiti measures.

6.6.3 Multiple Materials. Two or more wall materials may be combined in one façade. 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.

6.6.4 Attached Elements, Finishes, and Fixtures. The various elements of finishes, fixtures, and architectural details shall be consistent with each other and the architectural style used.

6.7 Openings - Materials. Windows, doors frames, colors, and styles shall be consistent with the architectural style selected. Glazing shall be clear glass, particularly in primary window applications.

6.8 Window Configurations. Window orientation and proportion of openings shall be consistent with the architectural style selected. Awnings and shading devices are encouraged in order to manage solar gain.

6.9 Color Design. The ACC shall choose color patterns for each architectural style. The color on a House, and the composition of color schemes used on one block should complement the architecture and contribute to the variety of the overall neighborhood. Goose Ridge Estates shall express a range of color palettes, which will be applied with different percentages to the Lots on a block face.

6.10 Distribution of House Designs & Colors. Each residential block face shall have a variety of unique home designs and exterior color compositions. Identical home exterior designs shall not be adjacent in any one block. No more than two of the same home exterior design shall occur on one block face. When two Houses of the same design occur on one block face, they shall have different color compositions. No Houses of the same color composition

shall be adjacent on one block face. No more than two Houses of the same color composition shall occur on one block face.

6.11 Construction Completion Time. Any House 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 House. The ACC may grant time extensions for landscaping completion if weather conditions prevent compliance with the required time period. Houses built on a speculation basis must include front yard landscaping prior to final inspection by the applicable government building inspector.

6.12 Landscaping Standards. "Front yard" means the area on the Lot extending from the front property line back to a line measured parallel with the front property line which coincides with the front wall of the House, 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 Owner shall be responsible for installing and maintaining the landscaping within his adjacent right-of-way. All rear yards shall be maintained in a fully landscaped manner. All landscaping shall be subject to a height restriction of no greater than twenty (20) feet. 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 the Property and Lots therein.

6.13 Fences.

6.13.1 General Requirements. No fence, wall, hedge, or mass planting shall be permitted within the minimum front yard setback. Fences shall not be constructed of rustic materials and shall not detract from the appearance of the Houses located upon the adjacent Lots or be offensive to Owners thereof. Cyclone, metal mesh, and chain link fencing is not permitted. Fences within the minimum front yard setback shall not exceed three (3) feet in height. All fencing shall be subject to ACC approval of the material, location, size, and construction details. Fences shall not exceed six (6) feet without approval from the ACC. If a gate is to be installed upon any fence constructed on a Lot, such gate shall be black in color and composed of a powder-coated, wrought iron material if installed along the rear property line of the lots outlined in Section 6.13.2. Gates placed on side walls located on common boundaries may be black in color and composed of a powder-coated, wrought iron material but may also be of materials matching the such walls.

6.13.2 Specific Requirements. In addition to the general requirements set forth above in Section 6.13.1, the following specific requirements shall also apply to the Lots identified herein: A cinder block wall fence must be constructed along the rear property line of **Lots 1 through 14 and Lots 42 through 70**, as depicted in the photograph attached hereto as Exhibit D. The solid block wall fence shall be either beige/ brown color matching the color of

adjoining walls and as accepted by the ACC and must be six (6) feet in height. Side walls located on common boundaries may be constructed as well and shall be constructed from block, vinyl, or wood materials (subject to the general requirements prohibiting rustic materials). If not already erected at the time of sale, all rear property line fencing must be constructed within six (6) months of Owner's occupancy of the House. In addition to the rear property line, the western property line of **Lot 56** shall also be subject to the block wall fencing requirements set forth herein.

6.14 Driveways. All driveways shall be constructed of asphalt, concrete, concrete aggregate, or brick unless written approval for use of some other material is given by the ACC.

6.15 Lights. Exterior lights shall be (i) architecturally integrated with the character of the House and associated Structures, site design, and landscape; (ii) directed downward and shielded, or specifically directed to walls, landscape elements or other similar features; (iii) installed so that lights do not blink, flash, or be of an extreme intensity of brightness; and (iv) appropriate in height, intensity, and scale to the uses they serve. Temporary holiday lighting is not subject to these provisions.

6.16 Contractor. No House, Accessory Building, or other Structure requiring a building permit shall be constructed on any Lot other than by a general contractor licensed under the laws of the State of Washington.

6.17 Residential Use. The Lots shall be used only for residential purposes, and only one House shall be constructed on each Lot. Temporary "model homes" and real estate sales offices established for the purpose of marketing the Property shall be considered a residential use until all Houses have been built and sold on all Lots.

6.18 Exterior Maintenance of Lots. The maintenance, upkeep, and repair of Lots shall be the sole responsibility of the Owners. Owners shall maintain their Lots, Houses, and Structures in good order, condition, and repair, and in a clean, slightly, and sanitary condition at all times. During Construction, the Owner shall pick up and dispose of scrap material and debris at least weekly. If any Owner shall fail to maintain the Lot, House, any Structure, and/or landscaping under the standards set forth in this Declaration, the Association shall notify the Owner in writing of the maintenance required. If the maintenance is not performed within seven (7) days after the date notice is delivered, the Association shall have the right to provide such maintenance and to levy an assessment against the Owner for the cost of such maintenance. The assessment shall constitute a lien against the Lot and may be collected and foreclosed in the same manner as any other delinquent assessment. In the event that emergency repairs are needed to correct a condition on a Lot which poses a significant risk of injury or property damage, the Association may immediately perform such repairs as may be necessary after the Association has attempted to give notice, either orally or in writing, to the Owner. Emergency repairs performed by the Association, if not paid by the Owner, may be collected in the manner provided herein.

6.19 Commercial Uses. No business, trade, or similar activity may be conducted in or on any Lot except that an Owner or individual residing on a Lot may conduct business activities on the Lot, upon prior Board approval, if the business activity (i) conforms to all zoning and land use regulations applicable to the Lot; (ii) is accessory, incidental, and secondary to the use of the Lot for residential purposes; and (iii) is consistent with the residential character of the development and does not constitute a nuisance or hazardous or offensive use. For purposes of this section, rental of a House shall not constitute a commercial use.

6.20 Rentals. In the event an Owner rents or leases the Owner's House, a copy of this Declaration, as well as any Rules and Regulations adopted by the Association shall be made available to the tenant by the Owner prior to commencement of the tenancy. Each Owner shall be responsible for informing guests and invitees of the provisions of this Declaration and the Rules and Regulations. Each Owner shall be personally liable for any damage to any Common Areas caused by the Owner's tenant, agent, contractor, or other licensee or invitee.

6.21 Signs. No signs, billboards, or other advertising devices shall be displayed to the public view on any Lot except one sign not to exceed three (3) square feet may be placed on a Lot to offer the House for sale or rent. Political yard signs, not more than six (6) square feet in area, of a temporary nature not exceeding thirty (30) days, will be allowed during campaign periods on Lots. Such sign shall be removed within five (5) days after the election. The Board may cause any sign placed on the Property in violation of this section, except for signs placed by Declarant, to be removed or destroyed without compensation of any kind to any Person. Prior to the Transition Date, Declarant may establish signage guidelines and standards for Lot identification signs, for sale signs, real estate agent/broker identification signs, and other signs that may be placed by Persons other than Declarant on any part of the Lots within Goose Ridge Estates or the Common Areas or public right of way. These guidelines and standards may allow any Builder to exceed the sign number and size limits set forth in this section.

6.22 Animals. No animals, except dogs, cats and other household animals may be kept as pets and will be limited to total of three (3). Exotic or dangerous animals shall not be maintained as pets. Pets shall be confined to the Owner's Lot or shall always be under the Owner's control when the pets are off the Owner's Lot.

6.23 Vehicle Parking and Storage. No vehicle may be parked on any Lot or Common Area except on designated or approved driveways or parking areas. No storage (more than 48 hours) of cars, boats, trailers, trucks, campers, recreational vehicles, or vehicles (collectively "Vehicle\ s") shall be permitted on any Lot or Common Area in open view from any right of way or other Lot. No Vehicle in an extreme state of disrepair, as determined by the Board, shall be parked on a designated driveway or Common Area. Upon 48 hours' notice to the owner of an improperly parked or stored Vehicle, the Association shall have the authority to have the Vehicle removed at the owner's expense. Owners hereby grant to the Association an express

easement to enter upon the Owners' Lots for the purpose of removing vehicles and similar objects parked or stored in violation of this Section.

6.24 Auto Repair. No auto repair, including casual repairs and maintenance activities such as oil changes or tune-ups, shall be permitted except within enclosed garages.

6.25 Damage Repair. Owners shall immediately repair any damage to utilities adjacent to their Lot, in the event any of the utilities are cracked, broken, or damages as a result of construction activities or activities by the Owner or persons acting on behalf of the Owner.

6.26 Exposed Mechanical Equipment. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides of the Lot and shall be shielded in such a manner as to minimize noise and safety concerns.

6.27 Garbage. No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects, shall be maintained or allowed on any Lot. All garbage containers shall be placed to not be visible from the front or street approach to the Lot except the evening before and the day of garbage collection.

6.28 Drainage. The Owner shall not take any action which would interfere with surface water drainage across the Lot either through natural drainage or by drainage easements. Any change of drainage must comply with all applicable state and local regulations and must be completed prior to occupancy.

6.29 Nuisances Prohibited. No noxious, illegal, or offensive use shall be carried on any Lot, nor shall anything be done thereon that might be, or become, an annoyance or nuisance to the neighborhood or interfere with any Owner's right to use and enjoy their Lot.

6.30 No Obstruction of Easements. No Structure, landscaping, or other materials shall be placed or allowed to remain upon the Lot which may damage or interfere with any easement or the installation or maintenance of utilities without prior approval by the ACC.

6.31 Entry for Inspection. Any agent of the Declarant or any member of the ACC may at any reasonable predetermined hour upon twenty-four (24) hours' notice during Construction or exterior remodeling, enter and inspect such House to determine if there has been compliance with this Declaration. The above individuals shall not be guilty of trespass for such entry and inspection. There is created an easement over, under, and across such Lot for the purpose of making and carrying out these inspections.

6.32 Enforcement of Articles 5 & 6 – Association Lien. If a violation of Article 5 or Article 6 of this Declaration is not cured by the offending Owner within fifteen (15) days of written notice by the Board, in addition to any other remedies, the Board may cause a lien to be

recorded against the Owner's Lot, for all costs, expenses, and attorney's fees incurred by the Association to obtain compliance and cure the violation. Such lien shall describe the specific violations and shall be foreclosable as a mortgage.

ARTICLE 7. HOMEOWNERS ASSOCIATION

7.1 Form of Association. The Owners of the Lots within the Property shall constitute the members of Goose Ridge Estates at Badger Mountain South Homeowners Association, a Washington nonprofit corporation formed by the Declarant. The rights and duties of the Association and its Members shall be governed by the provisions of this Declaration and the Governing Documents.

7.2 Association Membership. The membership of the Association shall consist exclusively of the Owners of all Lots in the Property. Every Owner (including Declarant) shall be a Member of the Association and shall be entitled to one membership for each Lot owned. Ownership of a Lot shall be the sole qualification for membership in the Association.

7.3 Transfer of Membership. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and except as specified herein, shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate to automatically transfer the membership in the Association to the Person constituting the new Owner.

7.4 Voting. The total voting power of the Association at any given time shall equal the total number of Lots. Each Owner shall be entitled to one vote for each Lot owned. If a Lot is owned by more than one Person and only one of them is present or represented at a meeting, the one who is present or represented will represent the Owner. The vote for a Lot must be cast a single vote, and fractional votes shall not be allowed. The quorum necessary for a meeting of the Members is provided in the Bylaws.

7.5 Annual and Special Meetings. Annual and Special meetings of the Members shall be held in accordance with the Bylaws.

ARTICLE 8. MANAGEMENT OF THE ASSOCIATION

8.1 Board of Directors. The affairs of the Association shall be governed by the Board. The initial Board shall be as described in the Articles and shall serve until the expiration of the Declarant Control Period. Upon termination of the Declarant Control Period, the Board shall be elected among the Owners, in accordance with terms and provisions of the Governing Documents.

8.2 Authority of the Board. Subject to the rights reserved by the Declarant, the Board, on behalf of and acting for the Association, shall have all powers and authority permitted to the Board under this Declaration and the Governing Documents, including but not limited to:

8.2.1 Taxes and Assessments. The Board shall pay all real and personal property taxes and assessments levied against the Common Areas and any other property owned by the Association.

8.2.2 Reserve Account. The Board shall establish and fund a reserve account with a reputable banking institution authorized to do business in the State of Washington. The reserve account shall be dedicated to the costs of repair, replacement, maintenance, and improvement of the Common Areas within the Property.

8.2.3 Books and Records. The Board shall keep completed, detailed, and accurate books and records of the receipts and expenditures of the Association. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Owners and their agents during normal business hours and at any other reasonable time or times. At least annually, the Board shall reconcile the accounts and prepare, or cause to be prepared, a financial statement of the Association. If the annual assessments are fifty thousand dollars (\$50,000) or more, the Association's financial statements shall be audited at least annually by an independent certified public accountant.

8.2.4 Common Areas. The Board shall operate, maintain, and manage the Common Areas, including the repair and replacement of property damaged or destroyed by casualty loss as discussed in Section 9.2.

8.2.5 Services. The Board shall obtain the services of persons or firms as required to properly manage the affairs of the Association, including legal and accounting services and property management services. The Board may delegate such powers and duties to the managing agent as it deems to be appropriate and necessary, except that only the Board can adopt a regular or special budget. Any contract with a managing agent shall have a term no longer than one (1) year but may be renewed by agreement of the parties for successive one (1) year periods and shall be terminated by the Association or the Board without payment of a termination fee, with or without cause, upon thirty (30) days written notice.

8.2.6 Utilities. The Board shall obtain water, sewer, garbage collection, electrical, telephone, gas, and any other necessary utility services as required for the Common Areas.

8.2.7 Insurance. The Board shall obtain insurance as set forth in Section 11.1.

8.2.8 Rules and Regulations. The Board has the authority to adopt, amend, and enforce Rules and Regulations governing the use of the Property and any other matter within the Association's authority. The Rules and Regulations shall become effective thirty (30) days after adoption, elimination, or amendment and shall be mailed to all Owners within fourteen (14) days after such action. A copy of the Rules and Regulations shall be available for inspection to all Owners.

8.2.9 Enforcement of the Declaration. The Board shall have the power to enforce the provisions of this Declaration against all Owners. An Owner's failure to comply with the provisions of this Declaration shall give rise to a cause of action in the Board for recovery of damages, or injunctive relief, or both.

ARTICLE 9. THE ASSOCIATION'S BUDGET AND ASSESSMENTS

9.1 Preparation of Budget. The Board shall prepare, or cause to be prepared, an annual budget for the Association as set forth in the Bylaws.

9.2 Notice of Annual Budget. The Board shall send the Owners a copy of the operating budget and notice of the general assessment, including all information required under RCW 64.90.525 within thirty (30) days after the adoption of the budget. The Owners shall ratify the budget in the manner provided for in the Bylaws. The budget and general assessment shall be adopted unless a majority of all Owners vote to reject the budget. If the budget is rejected, the budget last ratified by the Owners shall continue to be in effect until the Owners ratify a subsequent budget.

9.3 Authority to Levy and Collect Assessments. The Board on behalf of the Association shall have the authority to levy on each Owner assessments necessary to pay for the management and administrative expenses of the Association, maintenance and operational expenses of the Common Areas, including the sum of all taxes and assessments levied against, and the cost of insurance, charges for any services furnished to the Association, and to fund any reserve accounts, as provided for in the budget. In the event that the Association incurs any expenses related to the misconduct or gross negligence on the part of the Owner or the Owner's tenant, guest, invitee, or occupant, the Board may assess those expenses against the Owner after notice and an opportunity to be heard, even if the Association maintains insurance with respect to such damage or common expense.

9.4 Covenant to Payment Assessments. Each Owner covenants and agrees, whether or not expressed in any deed or conveyance, to pay when due all assessments levied by the Association as provided herein. If an Owner owns multiple Lots, the Owner shall pay an assessment for each such Lot owned.

9.5 Working Capital Contribution. Upon closing of the sale of a Lot from the Declarant to any Person other than a Builder, an initial amount of \$100 shall be paid by such

Person to the Association at Closing and be used as a working capital contribution of the Association.

9.6 General Assessment. The Board shall determine and levy on every Owner a general assessment of an amount equal to the Association's budget divided by the sum of the Lots on the Property. The general assessment shall be prorated for any partial year at the time of purchase of the Lot. Installments of the general assessment may be collected on a monthly, quarterly, semi-annual, or annual basis. The general assessment shall not be increased by more than fifteen percent (15%) without the approval of a majority of the Members voting at a meeting duly called for such purpose.

9.7 Special Assessments. In addition to the general assessments authorized by this Article 9, the Board may levy, at any time, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas or any other area owned or required to be maintained by the Association, provided that such assessment shall be approved by a majority of all Owners at a special meeting duly called for such purpose.

9.8 Commencement of Assessments. Liability of an Owner for assessments shall commence on the first (1st) day of the calendar month following the date upon which any instrument of transfer to the Owner becomes effective. The due dates for any special assessments shall be fixed by the Board.

9.9 Certificate of Assessment. Upon the request of any Person, the Board shall furnish a written certificate stating whether the assessments, liens, or other charges against a Lot have been paid, or the amount due and owing. Such certificate shall be conclusive evidence against the Association as to the amount of any assessments, liens, or other charges stated to have been paid.

9.10 No Avoidance of Assessments. No Owner may avoid or escape liability for any assessments provided for in this Article by abandoning the Lot.

ARTICLE 10. LIEN AND COLLECTION OF ASSESSMENTS

10.1 Liens to Secure Payment. All unpaid amounts assessed by the Board for the share of common expenses chargeable to any Lot and any amounts specially assessed to any Lot shall constitute a lien on that Lot for the time such assessment becomes due and shall continue until fully paid. In addition to constituting a lien on the Lot, all amounts assessed by the Board chargeable to any Lot along with interest, late fees, costs and attorney's fees in the event of delinquency, shall be the joint and several obligation of the Owner and successive Owner. Suit to recover personal judgment for any delinquent assessments shall be maintained without foreclosing or waiving the liens securing them.

10.2 Priority. Liens for delinquent assessments and charges shall have priority over all other liens against the Lot except for any liens recorded before the recording of this Declaration, all tax liens and other assessments against the Lot, and except as provided for in RCW 64.90.485(3)(a), any security interests on the Lot recorded prior to the due date of the delinquent assessment.

10.3 Collection Actions. If any assessments are not paid in full within three (3) months, the Board may commence an action to foreclose a lien on a Lot within six (6) years after the full amount of the delinquent assessments becomes due. The Board acting on behalf of the Association may foreclose the lien for delinquent assessments either judicially or nonjudicially as allowed under RCW 64.90.485(13)(a)-(b).

10.4 Late Fees and Interest. The Board may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of time. If such period of time is more than ten (10) days past due, a late charge of five percent (5%) per annum of the amount overdue shall be charged. If any assessment is not paid within thirty (30) days after the due date, the assessment shall then bear interest from said date at twelve (12%) interest per annum.

ARTICLE 11. INSURANCE; CONDEMNATION; INDEMNIFICATION

11.1 Insurance. The Association shall obtain and maintain, in its own name, at all times as a common expense the following policies of insurance from reputable companies licensed to do business in the State of Washington:

11.1.1 Property Insurance. Property insurance on all Common Areas for the full insurable replacement value of all improvements, equipment, and fixtures located in the Common Areas.

11.1.2 Commercial General Liability Insurance. Commercial general liability insurance in an amount determined by the Association, insuring the Association, the Declarant prior to the Transition Date, and any managing agent against liability to the public or to the Owners and their guests, invitees, or tenants, incident to the ownership, use, or maintenance of the Common Areas.

11.1.3 Fidelity Insurance. Full coverage for directors' and officers' liability insurance.

11.1.4 Other Insurance. Such other insurance, to the extent necessary to comply with all applicable laws and as the Board shall deem necessary to perform the Association's functions or to insure the Association against any loss resulting from malfeasance or dishonest conduct of any Person charged with the possession of any funds or other property of the Association.

11.1.5 Adjustment of Limits. In its discretion, the Board may adjust any minimum insurance limits to reflect the impact of inflation or other changed conditions on the value of the particular coverage.

11.2 Casualty Loss. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt notice of such damage or destruction to the Owners. The Association, as trustee for the Owners, shall receive any insurance proceeds paid out for such damage or destruction and shall separate the proceeds from other funds of the Association.

11.3 Condemnation. If any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, the Association shall give prompt notice of such proceeding to all Owners of any such proceeding. All compensation, damages, or other proceeds shall be payable to the Association.

11.4 Indemnification. The Association shall indemnify and defend against all expenses and liabilities any director or officer of the Board who was or is a party or threatened to be made a party to any civil, criminal, administrative, or investigative action, suit, or proceeding. The Association shall not indemnify or defend any director or officer of the Board who is alleged to have committed an intentional tort or fraudulent act in the performance of his or her duties. The Board may indemnify any other Person who the Association has the power to indemnify under the law.

ARTICLE 12. AMENDMENT

12.1 Amendments by Declarant. If, prior to the expiration of the Declarant Control Period, Declarant determines that it is necessary to correct or supplement this Declaration, the Declarant, without a vote of the Members or the approval of the Board, may execute and have recorded the required amendment or amendments. The Members agree to be bound by such amendment or amendments as made by Declarant and hereby grant Declarant a full and complete power of attorney to take any and all actions necessary to record such amendments. Declarant shall provide thirty (30) days written notice to all Members prior to executing any such amendments.

12.2 Amendments by Association. The Association may, upon a two-thirds (2/3) vote of the Board, without the vote of the Members, execute and record an amendment to the Declaration for any of the purposes set forth in RCW 64.90.285(11)(a)-(d). The Board shall provide thirty (30) days' written notice to all Members prior to executing any such amendments.

12.3 Amendments After the Development Period. After expiration of the Declarant Control Period, any Member may propose amendments to the Declaration to the Board. A majority of the Board may cause a proposed amendment to be submitted to the Members of the

Association for consideration at the next regular or special meeting for which timely notice shall be given in accordance with the Bylaws. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote. All amendments shall be adopted if approved by at least sixty-seven percent (67%) of all Members.

12.4 Effective Date. Amendments shall take effect only upon the recording in the Real Property Records in the Office of the Benton County Auditor.

ARTICLE 13. GENERAL PROVISIONS

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

13.2 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 the Owner's Lot or personal property located therein.

13.3 Severability. The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision.

13.4 Annexation and Subdivision. Declarant may subdivide or combine Lots or convert Lots into Common Areas at any time prior to the Transition Date. Following the Transition Date, residential property including Common Areas may be annexed or added to the Property only with the consent of sixty-seven percent (67%) of the Owners. Upon combination, the resulting Lot shall be considered one Lot for subsequent assessment and voting purposes, and upon division, the resulting Lots shall each be considered a Lot for such purposes.

13.5 Non-Waiver. A failure of the Board to insist upon the strict compliance with this Declaration or the Rules and Regulations of the Association, or to exercise any of its rights under this Declaration or the Governing Documents shall not constitute a waiver of a breach of any future covenant, condition, or restriction. No waiver by the Board of any requirement shall be effective unless provided in writing and signed by the Board.

13.6 Notice. All notices, demands, or other communications permitted or required to be given under this Declaration shall be in writing and may be delivered either personally at any Lot owned by such Owner or by mail. If delivery is to be made by mail, the notice shall be

first class, postage prepaid, and addressed to the Person entitled to such notice at the most recent address known by the Board. Notice shall be deemed to have been delivered on the date it is mailed. Mailing addresses may be changed by written notice to the Board. The address of the Association shall be provided in the Bylaws. If the address of the Association is changed, notice shall be given to all Owners within fourteen (14) days of such change.

13.7 Governing Law. This Declaration shall be governed by the laws of the State of Washington.

13.8 Expenses Associated with Enforcement. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, Governing Documents, or the Rules or Regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorney's fees.

13.9 Assignment By Declarant. The Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign or delegate all or any of its rights, duties, or obligations created under this Declaration.

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

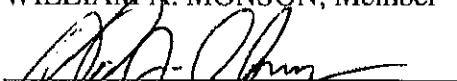
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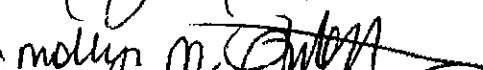
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed on the date indicated below.

DATED this 11th day of September, 2020.

MONSON DEVELOPMENT WASHINGTON, LLC
A Washington limited liability company

By: 
WILLIAM A. MONSON, Member

By: 
VALERIE J. MONSON, Member

By: 
MOLLY M. STUTESMAN, Member

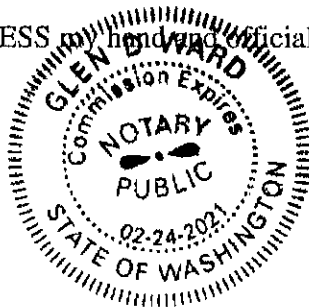
STATE OF WASHINGTON)

COUNTY OF Benton)

§

On this 11 day of September, 2020, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **WILLIAM A. MONSON**, to me known to be a Member of **MONSON DEVELOPMENT WASHINGTON, LLC**, the limited liability company that executed the foregoing document and acknowledged the same to be the free and voluntary act of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said document on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.





NOTARY PUBLIC in and for the State of Washington, residing at

Prosser, WA.

My Commission Expires: 2-24-2021

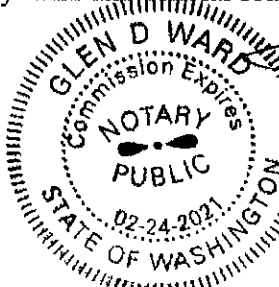
STATE OF WASHINGTON)

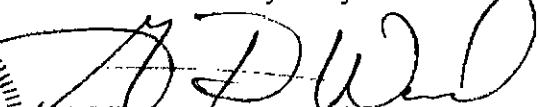
COUNTY OF Benton)

§

On this 11 day of September, 2020, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **VALERIE J. MONSON**, to me known to be a Member of **MONSON DEVELOPMENT WASHINGTON, LLC**, the limited liability company that executed the foregoing document and acknowledged the same to be the free and voluntary act of said limited liability company for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said document on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.




NOTARY PUBLIC in and for the State of Washington, residing at

Prosser, WA

My Commission Expires: 2-24-2021

DECLARATION OF PROTECTIVE COVENANTS - 25

September 10, 2020

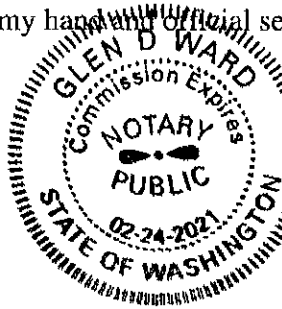
STATE OF WASHINGTON)

COUNTY OF Benton)

§

On this 11 day of September 2020, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MOLLY M. STUTESMAN**, to me known to be a Member of **MONSON DEVELOPMENT WASHINGTON, LLC**, the limited liability company that executed the foregoing document and acknowledged the same to be the free and voluntary act of said limited liability company for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said document on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at

Prosser, WA

My Commission Expires: 2-24-2021

EXHIBIT A

**GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH
LEGAL DESCRIPTION FOR PHASE 1.**

EXHIBIT A

THAT PORTION OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN AND REVISED PARCEL 1 OF CITY OF RICHLAND BOUNDARY LINE ADJUSTMENT RECORDED IN BOOK 1 OF SURVEYS AT PAGE 4503 UNDER AUDITOR'S FEE NO. 2014-014937, RECORDS OF BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH $02^{\circ}34'25''$ WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 1330.21 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE CONTINUING SOUTH $02^{\circ}34'25''$ WEST ALONG SAID EAST LINE A DISTANCE OF 1202.20 FEET; THENCE LEAVING SAID LINE NORTH $71^{\circ}45'56''$ WEST A DISTANCE OF 134.19 FEET; THENCE NORTH $67^{\circ}13'02''$ WEST A DISTANCE OF 268.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $67^{\circ}13'02''$ WEST A DISTANCE OF 1509.46 FEET TO THE WESTERLY LINE OF SAID PARCEL 1 AND THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2012-027521, RECORD OF BENTON COUNTY, FOR THE BOUNDARY OF WEST VINEYARD NEIGHBORHOOD PHASE I AND II; THENCE ALONG SAID LINE WITH THE FOLLOWING COURSES: NORTH $22^{\circ}46'58''$ EAST A DISTANCE OF 490.24 FEET; THENCE NORTH $67^{\circ}46'58''$ EAST A DISTANCE OF 24.75 FEET; THENCE NORTH $22^{\circ}46'58''$ EAST A DISTANCE OF 48.21 FEET; THENCE NORTH $22^{\circ}13'02''$ WEST A DISTANCE OF 24.75 FEET; THENCE NORTH $22^{\circ}46'58''$ EAST A DISTANCE OF 200.01 FEET; THENCE NORTH $67^{\circ}46'58''$ EAST A DISTANCE OF 17.68 FEET; THENCE NORTH $22^{\circ}46'58''$ EAST A DISTANCE OF 52.03 FEET; THENCE NORTH $67^{\circ}13'02''$ WEST A DISTANCE OF 12.50 FEET; THENCE NORTH $22^{\circ}46'58''$ EAST A DISTANCE OF 301.72 FEET TO THE NORTH LINE OF SAID PARCEL 1; THENCE SOUTH $69^{\circ}09'23''$ EAST ALONG SAID LINE A DISTANCE OF 680.99 FEET; THENCE SOUTH $64^{\circ}19'00''$ EAST ALONG SAID LINE A DISTANCE OF 685.50 FEET; THENCE LEAVING SAID LINE SOUTH $22^{\circ}12'45''$ WEST A DISTANCE OF 306.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 972.00 FEET, AND FROM WHICH POINT THE CHORD BEARS SOUTH $67^{\circ}53'42''$ EAST A DISTANCE OF 3.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}12'55''$ A DISTANCE OF 3.65 FEET; THENCE SOUTH $21^{\circ}59'50''$ WEST A DISTANCE OF 56.00 FEET; THENCE SOUTH $22^{\circ}30'02''$ WEST A DISTANCE OF 260.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1288.00 FEET, AND FROM WHICH POINT THE CHORD BEARS SOUTH $67^{\circ}58'23''$ EAST A DISTANCE OF 2.76 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}07'22''$ A DISTANCE OF 2.76 FEET; THENCE SOUTH $21^{\circ}57'56''$ WEST A DISTANCE OF 231.98 FEET; THENCE NORTH $67^{\circ}32'11''$ WEST A DISTANCE OF 21.93 FEET; THENCE SOUTH $22^{\circ}30'02''$ WEST A DISTANCE OF 105.00 FEET; THENCE SOUTH $67^{\circ}32'11''$ EAST A DISTANCE OF 149.96 FEET; THENCE SOUTH $22^{\circ}27'49''$ WEST A DISTANCE OF 56.00 FEET; THENCE SOUTH $22^{\circ}30'02''$ WEST A DISTANCE OF 113.25 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

**GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH
LEGAL DESCRIPTION FOR PHASE II**

EXHIBIT B

THAT PORTION OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN AND REVISED PARCEL 1 OF CITY OF RICHLAND BOUNDARY LINE ADJUSTMENT RECORDED IN BOOK 1 OF SURVEYS AT PAGE 4503 UNDER AUDITOR'S FEE NO. 2014-014937, RECORDS OF BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH $02^{\circ}34'25''$ WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 1330.21 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1 AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTH $02^{\circ}34'25''$ WEST ALONG SAID EAST LINE A DISTANCE OF 1202.20 FEET; THENCE LEAVING SAID LINE NORTH $71^{\circ}45'56''$ WEST A DISTANCE OF 134.19 FEET; THENCE NORTH $67^{\circ}13'02''$ WEST A DISTANCE OF 268.43 FEET; THENCE NORTH $22^{\circ}30'02''$ EAST A DISTANCE OF 113.25 FEET; THENCE NORTH $22^{\circ}27'49''$ EAST A DISTANCE OF 56.00 FEET; THENCE NORTH $67^{\circ}32'11''$ WEST A DISTANCE OF 149.96 FEET; THENCE NORTH $22^{\circ}30'02''$ EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH $67^{\circ}32'11''$ EAST A DISTANCE OF 21.93 FEET; THENCE NORTH $21^{\circ}57'56''$ EAST A DISTANCE OF 231.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1288.00 FEET, AND FROM WHICH POINT THE CHORD BEARS NORTH $67^{\circ}58'23''$ WEST A DISTANCE OF 2.76 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}07'22''$ A DISTANCE OF 2.76 FEET; THENCE NORTH $22^{\circ}30'02''$ EAST A DISTANCE OF 260.05 FEET; THENCE NORTH $21^{\circ}59'50''$ EAST A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 972.00 FEET, AND FROM WHICH POINT THE CHORD BEARS NORTH $67^{\circ}53'42''$ WEST A DISTANCE OF 3.65 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}12'55''$ A DISTANCE OF 3.65 FEET; THENCE NORTH $22^{\circ}12'45''$ EAST A DISTANCE OF 306.47 FEET TO THE NORTH LINE OF SAID PARCEL 1; THENCE SOUTH $64^{\circ}19'00''$ EAST ALONG SAID LINE A DISTANCE OF 58.74 FEET; THENCE SOUTH $77^{\circ}57'11''$ EAST ALONG SAID LINE A DISTANCE OF 73.77 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

**APPLICATION FOR RELEASE OF COVENANT AND EASEMENTS
(GEOTHERMAL SERVICES)**



PO Box 346 Preston, WA 98050
Tel: 1-855-561-4460
Email: info@orcaenergy.com

APPLICATION FOR RELEASE OF COVENANT AND EASEMENTS (GEOTHERMAL SERVICES)

Instructions:

- The registered property owner(s) must complete and sign the Applicant Property section and submit the original of the application to Orca Energy Corp. at the address above.
- This application is considered as a written notice (the "Customer Early Termination Notice") to release the Declaration of Covenants and Easements for Geothermal Services recorded on the property listed below.
- Subject to the approval of this application, ORCA Energy Corp. will make all the necessary arrangements for discharge of the DECLARATION OF COVENANT AND EASEMENTS FOR GEOTHERMAL SERVICES.

APPLICANT PROPERTY: *(to be completed by the registered Property Owner(s) only)*

Property Owner Name(s): _____

Legal Description: _____

Additional Legal Description: _____

Assessor's Property Tax Parcel Account Numbers: _____

Signature(s):

Property Owner(s) Signature

Date

Property Owner(s) Signature

Date

AUTHORIZATION: *(to be completed by an authorized signatory for ORCA Energy Corp. only)*

Name: _____

Signature:

Authorized Signatory

Date

EXHIBIT D

See the following website for Exhibit D details:

<https://gooseridgeestates.com/>